



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, January 25, 2011

6:30 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations**
 - a. Project close out of the FY 2011 Police Department Hurricane Fabric Installation capital improvement project.**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person on issues that are not on the agenda.
- 4. Consent**
 - a. Authorize the City Manager to sign a proposal for \$4,960.00 with George F. Young, Inc. for the design of electrical improvements at Horan Park.**

- b. Authorize the City Manager to enter into a purchasing agreement with LS Curb Service in the amount of \$38,559 for the reconstruction of sidewalks and curbs City wide.**
 - c. Authorization for the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial, Non-Matching, U.S. Department of Justice Assistance Grant in the amount of \$5,963.00.**
- 5. Ordinances**
 - a. Ordinance 2011-01, Final Reading and Public Hearing amending Chapter 22 of the City of St. Pete Beach Code of Ordinances.**
 - b. Ordinance 2011-02, Final Reading and Public Hearing, amending section (n) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.**
- 6. Resolutions – none on this agenda**
- 7. Action Items**
 - a. Authorize the City manager to enter into a five year lease agreement with Merry Pier Partners LLC for the operation and management of Merry Pier.**
- 8. Items for Discussion – none on this agenda**
- 9. City Manager, City Attorney and City Commission Reports**
 - a. Department Quarterly Reports – online only**
- 10. 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 Public Services at (727) 363-9243 no later than four (4) days prior to the proceeding for assistance.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Project close out of the FY 2011 Police Department Hurricane Fabric Installation capital improvement project.

Date: January 25, 2011

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: In an effort to be transparent and accountable to all of the tax payers in the City of St Pete Beach, staff likes to come back to City Commission after a capital improvement project is completed to report on it. This allows people to see firsthand how their tax dollars were spent and holds staff accountable for how the project was managed. Most times projects go very smoothly like this one did. However, sometimes there are numerous challenges and obstacles to overcome. Either way we like to "close the loop" on projects and close them out in the public eye.

The State of Florida - Division of Emergency Management Hazard Mitigation Grant Program provided grant money for the Police Department Wind Retrofit Project. This project initially included hurricane shutters for the windows/doors, garage doors for the vehicle entrances/exits and exterior building walls sealed/painted. This part of the project was completed the end of 2008. The State came back after an inspection and wanted the exterior glass curtain wall protected. An agreement modification with the Division of Emergency Management extended the project to January 2011 and provided additional grant monies so the City could install the hurricane fabric. Budget for this part of the project was \$50,000.

Reviewed by
City Manager:

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to sign a proposal for \$4,960.00 with George F. Young, Inc. for the design of electrical improvements at Horan Park.

Date: 1/25/11

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Horan Park electrical and lighting improvements are a scheduled CIP Project for FY2011. Additional electrical is needed for City events and Holiday decorations. Installing lighting in the park is also planned in order to make the park more inviting to patrons and to make the park a show piece as residents and visitors cross over the bridge and enter St. Pete Beach.

Before an RFP can be created for this work, an architect and engineer are needed to design the lighting layout, outlet layout, and to calculate the amperage needs. An electrical engineer will need to coordinate with Progress Energy to determine load capacity and available power sources.

George F. Young, Inc. is a preapproved City engineering firm and funding is budgeted within the FY2011 CIP in the amount of \$50,000 to complete this project.

Requested Motion: "I move to authorize the City Manager to sign a proposal for \$4,960.00 with George F. Young, Inc. for the design of electrical improvements at Horan Park.

Attachments: George F. Young, Inc., Proposal

Reviewed by
City Manager: _____

299 Dr. Martin Luther King, Jr. St. N.
P. O. Box 683
St. Petersburg, Florida 33731-0683
(727) 822-4317 Fax (727) 822-2919



George F. Young, Inc.

Turning Vision Into Reality

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ UTILITIES

January 3, 2011

Ms Renee Cooper
CIP Construction Manager
Public Services Department
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Horan Park- Site electrical improvements

Dear Ms Cooper,

We thank you for giving us the opportunity to submit this proposal for the proposed electrical improvements at Horan Park.

Please find attached Exhibit A which outlines the project's intent and our proposed scope of work. The fee for this scope of work is a lump sum \$ 4,960.00.

If this is acceptable please issue a Task Order Number or indicate your approval in the space below.

Again we thank you for allowing us to submit this proposal, and we sincerely hope we can work with you on this project.

Sincerely,

Martin T. Lott, RA, LEED AP
Senior Vice President

Approved by: _____
Date _____

EXHIBIT A

PROJECT INTENT.

Design and engineer an electrical lighting plan and electrical power distribution plan for Horan Park. Permanent electrical outlets will be located throughout the park. A future side walk will be indicated, and along this path “ Acorn type” light fixtures will be located. The design and drawings for permitting and construction of the sidewalk is not included. These light fixtures and light poles will be similar to the fixtures which currently illuminate City Hall’s parking lot. The City will provide the name and model number of the lights and poles. Up-lights for landscaping will be researched and possibly included. We anticipate minimum panel size will be 200 amp. If the city anticipates providing electrical power for out door electrical cooking, the minimum panel size should increase to 400 amps. It appears the most logical point of electrical service will be from the existing transformer which is located at the southwest corner of the gym. Underground conduits would run under the adjacent side walk, and through the existing landscaping buffer which is between the sidewalk and the pool fence. We imagine the landscaping will be damaged and will need to be replaced.

The following proposal is based on this Project Intent.

Preliminary Site Plan:

- Prepare a base Auto Cad site plan utilizing owner supplied complete site plans. Minor incidental field verification is included, but additional field measuring is not included. We will meet with SP Beach representatives and review SPB goals and constraints. With this information we will prepare a Preliminary site plan. This site plan will indicate proposed locations of sidewalks, “Acorn’ light fixtures, electrical outlets plan will be sent electronically for your review and comments. Comments will noted on the preliminary site plan and forwarded to us.

Final Site Plan.

- Based upon the review comments we will prepare the final site plan which again will indicate proposed locations of sidewalks, “Acorn’ light fixtures, electrical outlets (size and number) , electrical panel location and proposed routing of conduits. Prior to initiating the electrical engineering design we will electronically send to you a copy of the Final Site Plan for your approval.
- Electrical engineer will coordinate with Progress Energy, and determine the capacity and adequacy of the above referenced transformer. Depending on the additional load requirements, the transformer or the conductors feeding the transformer may have to be enhanced. This could be an additional cost for SPB.
The electrical engineer will design the electrical service, distribution layout, load calculations and fixture specifications.

A “ book “ specification is not included, but basic construction notes and specifications will be on the drawings. Division 0 and Division 1 will be SPB’s responsibility.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with LS Curb Service in the amount of \$38,559 for the reconstruction of sidewalks and curbs City wide.

Date: 1/25/11

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The RFP for sidewalk and curb replacement was issued in October. Included in the RFP are sidewalks and curbs located at 555 – 78th Ave., 108 – 13th Ave., 362 – 46th Ave., 3959 Poinsettia, 552 – 78th Ave., 104 – 28th Ave., and 7650 Coquina Way. These sidewalks and curbs will be constructed using standard concrete.

Bids were due on November 12th 2010 at 11:00 AM. Five (5) bids were received and results are as follows:

LS Curb Service: \$38,559

Kloote: \$40,538

Forrest Exc.: \$42,469.20

Alto: \$47,285.20

Tagarelli: Withdrew Bid

Funding in the amount of \$71,650 is available in the FY 2011 CIP budget for sidewalk and curb work.

The 8th Ave/Gulf Way sidewalk project will be addressed separately and will be returned to City Commission at a future meeting to discuss scope and related costs.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with LS Curb Service in the amount of \$38,559 for the reconstruction of sidewalks and curbs City wide.

Attachments: Bid Tabulation Spreadsheet
Purchasing Agreement

Reviewed by
City Manager: _____



Sidewalk/Curb Replacement

11/12/10 - 11AM

	<u>Tagarelli</u>	<u>LS Curb Serv</u>	<u>Kloote</u>	<u>Forrest Exc.</u>	<u>Alto</u>
Lump Sum for all Sidewalk/curbs	\$70,745.00	\$82,796.50	\$89,518.08	\$89,755.00	\$91,235.70
8th Ave/Gulf Way - ALL Stamped Concrete					
Paver/Brick Design at Businesses	\$24,305.00	\$6,230.50	\$9,464.00	\$7,403.30	\$6,743.60
ADA Handicap Space	\$1,600.00	\$1,500.00	\$3,000.00	\$1,800.00	\$1,425.00
Paver Only Design @ Condo Building Area	\$3,135.00	\$2,907.00	\$7,990.00	\$3,163.50	\$2,958.30
Total 8th Ave/Gulf Way:	\$29,040.00	\$10,637.50	\$20,454.00	\$12,366.80	\$11,126.90
Sidewalks					
555 - 78th Ave	\$1,200.00	\$1,890.00	\$3,240.00	\$1,998.00	\$2,088.00
108 - 13th Ave.	\$6,310.00	\$6,630.00	\$5,200.00	\$7,215.00	\$6,747.00
107 - 28th Ave.	\$8,205.00	\$17,475.00	\$16,776.00	\$18,174.00	\$17,055.60
106 - 29th Ave.	\$7,710.00	\$16,125.00	\$15,480.00	\$16,770.00	\$15,738.00
Total Sidewalks:	\$23,425.00	\$42,120.00	\$40,696.00	\$44,157.00	\$41,628.60
Curbs					
362 - 46th Ave.	\$4,710.00	\$7,693.00	\$8,164.00	\$8,509.40	\$9,922.40
3959 Poinsettia	\$4,650.00	\$7,595.00	\$8,060.00	\$8,401.00	\$9,796.00
555 - 78th Ave	\$4,030.00	\$6,664.00	\$7,072.00	\$7,371.20	\$8,595.20
552 - 78th Ave.	\$1,260.00	\$2,058.00	\$2,268.00	\$2,276.40	\$2,654.40
104 - 28th Ave.	\$1,600.00	\$2,550.00	\$2,700.00	\$2,850.00	\$3,025.00
7650 Coquina Way	\$2,430.00	\$3,479.00	\$3,834.00	\$3,848.20	\$4,457.20
Total Curbs:	\$18,280.00	\$30,039.00	\$32,098.00	\$33,256.20	\$38,450.20
Unit Prices					
4' Sidewalk Replacement per LNFT	\$12.00	\$21.00	\$36.00	\$22.20	\$23.20
6' Sidewalk Replacement per LNFT	\$18.00	\$37.50	\$36.00	\$39.00	\$36.60
Stamped Sidewalk per SQFT	\$16.00	\$8.50	\$10.00	\$9.25	\$8.65
Miami Curb per LNFT	\$21.00	\$24.50	\$26.00	\$27.10	\$31.60
D Curb per LNFT	\$22.00	\$25.50	\$27.00	\$28.50	\$30.25
Conc. Apron per SQFT	\$4.00	\$5.25	\$40.00	\$5.55	\$5.80
Alternates					
Stained Concrete in lieu of Colored at Inset	No charge	No Bid	No Bid	No Bid	No Bid
Stained Concrete in lieu of Colored at Brick Design	No charge	No Bid	No Bid	No Bid	No Bid

* Tagarelli has
withdrawn their bid

Total Sidewalk/Curbs Highlighted:	\$38,559.00	\$40,538.00	\$42,469.20	\$47,285.20
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CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Sidewalk & Curb Replacement

THIS AGREEMENT is hereby executed this 25th day of January, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and L.S. Curb Service, Inc. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than, May 1, 2011.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$38,559, as full consideration for the goods or services provided hereunder.

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

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

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

8. Vendor fully warrants that all services provided hereunder have been provided in a

good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a single combined limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

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

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

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

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

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

As to Vendor:

L.S. Curb Service
4206 James L. Redman Pkwy.
Plant City, FL 33567

As to City:

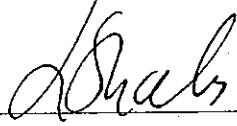
City Manager
City of St. Pete Beach, Florida
155 Corey Avenue
St. Pete Beach, Florida 33706

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

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

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

L.S. Curb Service
Vendor

BY 

Leaford Shakes, President
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

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

Issue Considered: Authorization for the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial, Non-Matching, U.S. Department of Justice Assistance Grant in the amount of \$5,963.00.

Date: January 25, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Director of Finance

Summary of Issue: The finance department on behalf of the police department recently applied for competitive funding through the Florida Department of Law Enforcement and was awarded an Edward Byrne Memorial, Non – Matching, U.S. Department of Justice Assistance Grant in the amount of \$5,963.00. The funding will be used by the police department to purchase and replace an evidential breath alcohol testing instrument located at the police station.

Requested Motion: “I move to authorize the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial, Non-Matching, U.S. Department of Justice Assistance Grant in the amount of \$5,963.00”.

Attachments: FDLE Certificate of Acceptance Agreement, Grant Application.

**Reviewed by
City Manager:** _____



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

DEC 20 2010

Date Ent'd 12-28-10 Mayor L
Comm #1 L #2 L #3 L #4 L
C. Mgr. L C. Atty. L C. Clk. L
Other Dan O'Connor
Action Chief Ramirez

The Honorable Mike Finnerty
Mayor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Re: Contract No. 2011-JAGD-PINE-5-B3-002

Dear Mayor Finnerty:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 5,963.00 for the project entitled, EVIDENTIAL BREATH ALCOHOL TESTING INSTRUMENT ACQUISITION. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. Changes were made and an addendum was added to these conditions after your application was received in this office. Therefore, the Standard Conditions and the Addendum should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

The Honorable Mike Finnerty
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/ps

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATION OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2011-JAGD-PINE-5-B3-002, in the amount of \$ 5,963.00, for a project entitled, EVIDENTIAL BREATH ALCOHOL TESTING INSTRUMENT ACQUISITION, for the period of 02/01/2011 through 06/30/2011, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

Signature of Subgrantee's Authorized Official

Typed Name and Title of Official

Date of Acceptance

Name of Subgrantee

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of St. Pete Beach

Date of Award: DEC 20 2010

Grant Period: From: 02/01/2011 TO: 06/30/2011

Project Title: EVIDENTIAL BREATH ALCOHOL TESTING INSTRUMENT
ACQUISITION

Grant Number: 2011-JAGD-PINE-5-B3-002

Federal Funds: \$ 5,963.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 5,963.00

State Purpose Area: E : Equipment Supplies - Purchase Equipment/Supplies

CFDA No.: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/Request for Payment is returned to the department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

12-20-10

Date

() This award is subject to special conditions (attached).

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement**

Addendum To Standard Conditions

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2009-DJ-BX-1077, the following additional conditions apply:

1. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

2. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Mike Finnerty

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL

Zip: 33706-1839

Phone: 727-363-9223

Ext:

Fax:

Email: m.finnerty@stpetebeach.org

Chief Financial Officer

Name: Elaine Edmunds

Title: Finance Director

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL

Zip: 33706

Phone: 727-363-9250

Ext:

Fax:

Email: e.edmunds@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1 Administration

Implementing Agency

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Mike Finnerty

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9223 **Ext:**

Fax:

Email: m.finnerty@stpetebeach.org

Project Director

Name: Daniel O'Connor

Title: Administrative Services Supervisor

Address: 155 Corey Avenue

City: Saint Pete Beach

State: FL **Zip:** 33706

Phone: 727-363-9213 **Ext:**

Fax: 727-363-9258

Email: d.oconnor@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: EVIDENTIAL BREATH ALCOHOL TESTING INSTRUMENT ACQUISITION
Subgrant Recipient: City of St. Pete Beach
Implementing Agency: City of St. Pete Beach
Project Start Date: 2/1/2011 **End Date:** 6/30/2011

Problem Identification

Problem Identification:

The City of St. Pete Beach, a busy resort barrier island is located in Pinellas County on the Gulf of Mexico at 27°43'29"N, 82°44'31"W. The non-transient population is 10,000 +; however the total population quadruples to over 40,000 seasonally and during weekends and holidays. Within the City there are elementary schools, numerous churches, 38 acres of public parks and 4.5 miles of public beaches. The City also contains a system of canals, marinas, bridges, causeways and single family residences. The main boulevard is lined with hotel/motel lodging, residential condominiums, and a retail business district consisting of shops, restaurants, a movie theater and governmental facilities. The City of St. Pete Beach has been and continues to be an increasingly popular major tourist destination.

Approximately 35,000 vehicles per day transverse State Route 699 (Gulf Blvd.), the main thoroughfare. St. Pete Beach stretches 6 miles, with approximately 118 licensed alcohol dispensing establishments, resulting in 19.6 places per mile where alcoholic beverages may be purchased and or consumed.

The most recent statistical crash data provided by the Florida Department of Highway Safety and Motor Vehicles indicates the City of St. Pete Beach has a disproportionate percentage of alcohol-related crashes to non alcohol-related crashes when compared to the whole State of Florida, Pinellas County and the 123 other cities of similar size throughout the State of Florida.

According to the Florida DHSMV report, the percentage of alcohol-related crashes to non alcohol-related crashes is 8.5% statewide and 8.94% in Pinellas County. The same report indicates the average percentage of alcohol-related crashes to non alcohol-related crashes among the 123 cities in Florida having a population of 3,000-14,999 is 10.78%. The percentage of alcohol-related crashes to non alcohol-related crashes in the City of St. Pete Beach during the same reporting period was calculated to be 18.25%.

The City of St. Pete Beach is served by a police department of twenty seven sworn officers, five communications officers and a support staff of two.

To address the community wide and serious issue of alcohol-related crashes, the City of St Pete Beach Police Department has deployed a dedicated traffic/DUI enforcement unit. Marked patrol officers working as a team with the dedicated traffic/DUI enforcement unit work diligently to convey a collective goal of vigorous traffic/DUI law enforcement and related DUI education efforts throughout the City.

Most recently however, the productivity and efficiency of officers' working traffic/DUI enforcement details have been negatively affected by the current use of an older and

Section 2: Project Overview

often inoperable evidential breath alcohol testing instrument located at the police station. When this critical piece of evidence gathering equipment is down for repairs the arresting officers' are forced to transport the suspected DUI violator outside the City to collect breath samples necessary for prosecution. Much time is lost, safety is compromised and the overall focus of the traffic/DUI law enforcement effort is diluted.

Discussion:

Court approved breath alcohol analysis was developed many years ago as an alternative to more invasive types of testing a person for a volume of alcohol consumption. More simply put, it is much easier to obtain a person's breath sample than to perform a blood test or asking an intoxicated subject to urinate into a cup. Unlike other testing methods, breath alcohol instruments provide immediate results, and most importantly, breath alcohol analysis has been proven by case law to be as accurate as other means of testing.

Due the current budget constraints within the City of St. Pete Beach, sufficient funding is not available to purchase and install a new, modern evidential breath alcohol testing instrument at the police station.

Request:

The City of St. Pete Beach is requesting an award (\$5,963.00) that will fund the acquisition of an infrared spectrometry evidential breath alcohol testing instrument that will provide reliable, accurate and immediate case law-approved breath alcohol analysis and results to the arresting officers'.

Time saved by the acquisition of this new evidential breath alcohol testing instrument will vastly increase the number DUI arrests and successful DUI prosecutions. The increased efficiency and enforcement efforts created by the purchase of this equipment will result in fewer aggressive and impaired motorists upon the roadway.

The ability for the officer to focus on doing his/her job and completing the DUI arrest process without having to leave the City to obtain critical DUI related evidence will create a much needed solution and provide a more efficient path to the ultimate goal in making St. Pete Beach a safer place to travel, visit and live.

Project Summary (Scope of Work)

Project Summary:

Sub-grant monies (\$5,963.00) will be used to purchase a new, state of the art infrared spectrometry evidential breath alcohol testing instrument designed to deliver court mandated accuracy and reliability.

The instrument requested in this award will provide a cost-effective solution that will equip the St. Pete Beach Police Department with the latest technology and tools to successfully gather useful evidence, arrest, and present impaired drivers suspected of DUI to the judicial system. Traffic/DUI enforcement efforts created by the utilization of this technological upgrade will help achieve the ultimate goal of fully protecting and serving the community.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law enforcement programs

State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

Activity Description

Activity: Equipment and Supplies

Target Group: Equipment and Supplies

Geographic Area: Urban

Location Type: Citywide

Objectives and Measures

Objective: 25.E - Amount of funds expended on equipment and/or supplies

Measure: Part 1

Amount of funds to be expended to purchase equipment and/or supplies

Goal: \$5,963.00

Objective: 52.E - Number of equipment or supply items purchased with JAG funds by type of equipment or supplies

Measure: Part 16

How many other pieces of equipment will be purchased?

Goal: 1

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000423

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$5,963.00	\$0.00	\$5,963.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$5,963.00	\$0.00	\$5,963.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

Budget Narrative:

Budget Category:
Operating Capital Outlay

Description of items:

(1) One infrared spectrometry evidential breath alcohol testing instrument that will provide reliable, accurate and immediate case law-approved breath alcohol analysis and results to the arresting officers'.

Unit Costs:
\$5,963.00

Total Costs:
\$5,963.00

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$2500.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (<http://www.ojp.usdoj.gov/financialguide/index.htm>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<http://www.ojp.usdoj.gov/BJA/grant/jag.html>) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <https://www.flrules.org/>
 - Office of Management and Budget (OMB) Circulars: <http://www.whitehouse.gov/omb/circulars>
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - Code of Federal Regulations: <http://www.gpoaccess.gov/cfr/index.html>
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <http://www.ojp.usdoj.gov/BJA/grant/jag.html>
 - United States Code: <http://www.gpoaccess.gov/uscode/index.html>
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according

to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

- (1) **Reporting Time Frames:** The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) **Report Contents:** Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. , and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded 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 Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

CERTIFICATION FORM

Recipient Name and Address: CITY OF ST. PETE BEACH 155 COREY AVE ST. PETE BEACH, FL 33706
EVIDENTIAL BREATH ALCOHOL
 Grant Title: TESTING INSTRUMENT ACQUISITION Grant Number: 2011-JAGD-1047 Award Amount: \$ 5963⁰⁰
PROJECT DIRECTOR - DAN O'CONNOR
 Contact Person Name and Title: ADMINISTRATIVE SERVICES SUPERVISOR Phone Number: (727) 363-9213

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- | | |
|--|--|
| ☐ Recipient has less than 50 employees, | ☐ Recipient is an Indian tribe, |
| ☐ Recipient is a non-profit organization, | ☐ Recipient is an educational institution, or |
| ☐ Recipient is a medical institution, | ☒ Recipient is receiving an award less than \$25,000 |

I, GARY JAY BOHANE H.R. ADMINISTRATOR [responsible official], certify that
THE CITY OF ST. PETE BEACH, FLORIDA [recipient] is not required to
 prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that THE
CITY OF ST PETE BEACH, FLORIDA [recipient] will comply with applicable Federal civil rights
 laws that prohibit discrimination in employment and in the delivery of services.
GARY JAY BOHANE, HRL ADMINISTRATOR [Signature] 11-22-2010
 Print or type Name and Title Signature Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that
 the _____ [recipient], which has 50 or more
 employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an
 EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and
 signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in
 the office of: _____ [organization],
 at _____ [address], for review by the public and
 employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of
 Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title Signature Date

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6 Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

NOV 30 2010
OFFICE OF
CRIMINAL JUSTICE GRANTS

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Clayton H. Wilder

Typed Name and Title: _____

Clayton H. Wilder, Community Program Administrator

Date: _____

12-20-10

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: _____

City of St. Pete Beach, Florida

Signature: _____

Mike Finnerty

Typed Name and Title: _____

Mike Finnerty - Mayor - City of St. Pete Beach, Fl.

Date: _____

11/23/2010

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

City of St. Pete Beach, Florida

Signature: _____

Mike Finnerty

Typed Name and Title: _____

Mike Finnerty - Mayor - City of St. Pete Beach, Fl.

Date: _____

11/23/2010

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

Issue Considered: First Reading and Public Hearing of Ordinance 2011-01, amending Chapter 22 of the City of St. Pete Beach Code of Ordinances.

Date: January 25, 2011

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

Summary of Issue: The attached ordinance is proposed by the City's Historic Preservation Board in order to clarify the Board's responsibilities and authorities and provide for appropriate authorization to develop architectural guidelines for the Pass-a-Grille area of the City.

Requested Motion: "I move to approve Ordinance 2011-01 (read title)"

Attachments: Ordinance 2011-01.

Reviewed by City Manager: _____

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2011-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; AMENDING CHAPTER 22, ARTICLE VII, REGARDING THE POWERS AND DUTIES OF THE HISTORIC PRESERVATION BOARD; 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 Historic Preservation Board was established to ensure the protection of the City's Historic Resources; and

WHEREAS, The Historic Preservation Board has determined that in order to protect such resources, the development of design guidelines and standards for development are appropriate for the Pass-a-Grille area, which is the location of the City's National Register Historic District; and

WHEREAS, The Historic Preservation Board has recommended changes to their powers and duties in order to accomplish the preservation of the character of Pass-a-Grille;

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. Section 22-211 of the City of St. Pete Beach, Florida Code of Ordinances is hereby amended as follows:

Sec. 22-211. Purpose; powers and duties.

(a) The historic preservation board will recommend historic district boundaries essential to the maintenance of the unique character of the city.

(b) The board will develop and recommend guidelines, standards and associated land development regulations for new construction and alterations to existing structures specific to the districts.

(c) The board shall develop design guidelines for new construction or alterations to existing structures within the Pass-a-Grille Overlay.

(d) The board shall also have the power and duty to:

(1) Maintain and update the findings of the historical and archaeological resource surveys and validate those findings.

(2) Evaluate the significance and eligibility of historic resources for designation pursuant to the Land Development Code.

(3) Designate eligible historic resources pursuant to the Land Development Code.

(4) Nominate historic resources to the local and state list of historic places and to the National Register of Historic Places.

(5) Approve, deny, or approve with conditions applications for certificates of appropriateness applicable to historic resources or structures within historic districts pursuant to the Land Development Code.

(6) Approve or deny applications for a certificate of appropriateness for new construction or alterations to existing structures within the Pass-a-Grille Overlay, based on the adopted guidelines.

(7) Make recommendations to the board of adjustments with respect to variance requests applicable to historic resources designated pursuant to the Land Development Code.

(8) Place historical markers and administer other programs aimed at the proper recognition of designated historic resources.

- (9) Advise the city commission on all matters related to historic preservation policy, including use, administration and maintenance of city-owned historic resources.
- (10) Recommend zoning and building code amendments to the appropriate board of authority to assist in the preservation of designated historic resources.
- (11) Review and make recommendations to the appropriate board of authority on proposed amendments to the comprehensive plan or land development regulations that may affect designated historic resources.
- (12) Propose and recommend to the city commission financial and technical incentive programs to further the objectives of historic preservation.
- (13) Increase public awareness of historic preservation and its community benefits by promoting public education programs.
- (14) Record and maintain records of the board actions and decisions.
- (15) Review any nominations of local properties to the National Register of Historic Places following the regulations of the state historic preservation office, as follows:
 - a. The responsibilities of the board in this regard shall be supplementary to the state historic preservation officer.
 - b. Inclusion on either the local, state or federal list is voluntary, and when a property owner objects to the nomination, he shall submit a notarized written statement to the board before the nomination is considered.
 - c. Owners of nominated properties shall be notified of the board meeting at which the nomination will be considered in accordance with the procedure set forth in the Land Development Code. When necessary, the board may seek outside expert advice before evaluating the nomination.
 - d. The board shall forward its recommendations and action on the nomination to the state historic preservation officer.

(16) Maintain the local and state site file of historic places for the city and conduct and maintain a comprehensive survey of materials that shall be kept available to the public, and duplicates of all inventory forms shall be supplied to the state historic preservation officer.

(17) Perform any other reasonable functions or duties relating to historic preservation assigned to it by the city commission.

(18) Attend pertinent informational or educational meetings, workshops and conferences.

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.

Mayor Michael Finnerty

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

Attest:

I, Pamala Prell, Acting 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 _____, 2011.

Pamala Prell, Acting City Clerk

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

Issue Considered: Final Reading of Ordinance 2011-02, amending section (n) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

Date: January 25, 2011

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: The attached ordinance amends section (n) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

At present Section 82-137(n) prohibits parking of one side of 46th. Avenue from Gulf Blvd. to Plaza Way. Upon passage of this Ordinance, prohibited parking on one side of 46th. Avenue will be from Gulf Blvd. to the east end of Lido Park.

Parking Maps to be updated upon passage.

Requested Motion: “I move for the adoption of Ordinance 2011-. . . (read title).”

Attachments: Ordinance 2011-02

Reviewed By:
City Manager: _____

ORDINANCE NO. 2011-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF SUBSECTION (n) OF SECTION 82-137 OF DIVISION 1 OF ARTICLE III OF CHAPTER 82 OF THE CODE OF ORDINANCES, PERTAINING TO STOPPING, STANDING AND PARKING OF VEHICLES; PROVIDING FOR AMENDMENT OF THE CITY PARKING MAPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to improve the traffic and parking control regulations pertaining to city streets and city controlled parking areas within the city; 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;

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

SECTION 1. Subsection (n) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles, is hereby amended thereto as follows:

(n) Parking on one side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass-A-Grille Way;
11th. Avenue to 22nd Avenue between Gulf Way and Pass-A-Grille Way;
23rd Avenue to 30th Avenue between Sunset Way and Pass-A-Grille Way;
32nd Avenue between 1st Street West and Pass-A-Grille Way;
El Centro at the Don Vista Center;
West Maritana Drive between Alahambra Street and South Maritana drive;
South Maritana Drive between West Maritana Drive and Granada Street;
Alahambra Street between West Maritana and West Debazan Avenue;
West Debazen Avenue between East Debazen and South Maritana;
Debazen Avenue between Casablanca and Alahambra Street;
East Debazen between Alahambra Street and South Debazen Avenue;
Alfonzo Street between West Maritana Drive and West Debazen Avenue;
Granada Street between East Debazen Avenue and East Maritana Drive;
Barcelona Street between Debazen Avenue and East Maritana Drive;
Casablanca Avenue between 37th Avenue and Pinellas Bayway;
East Maritana Drive between 37th Avenue and Pinellas Bayway;
Belle Vista Drive between 41st. Avenue and Belle Vista Drive East;
Lido Drive between 1st Street East and Plaza Way;
36th Avenue between El Centro and East Maritana Drive;
41st Avenue between Belle Vista Drive and Poinsettia Drive;

46th Avenue between Gulf Boulevard and ~~Plaza Way~~ **the east end of Lido Park;**
 51st Avenue between Gulf Boulevard and the beach;
 51st Avenue between Gulf Boulevard and the east end;
 55th. Avenue between Aloha Drive and Leilani Drive;
 Boca Ciega Isle Drive at the entrance;
 58th Avenue between Gulf Blvd. and 2nd Street East;
 64th Avenue between Gulf Winds Drive and and 430 64th. Avenue;
 Gulf Winds Drive between 67th Avenue and 71st Avenue;
 67th Avenue to 73rd Avenue between Sunset Way and Gulf Boulevard;
 Sunset Way between 23rd Avenue and 24th Avenue;
 Sunset Way between 25th Avenue and 26th Avenue;
 Sunset Way between 29th Avenue and 30th Avenue;
 1st Street West between 31st Avenue and 32nd Avenue;
 Casablanca Avenue between 37th Avenue and Cabrillo Avenue;
 78th Avenue to 87th Avenue between Blind Pass Road and Boca Ciega Drive;
 and Corey Circle.

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 as provided by law.

Mike Finnerty, MAYOR

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

I, Pamala Prell, Actinb 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 _____, 2011.

 Pamala Prell, Acting City Clerk

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

Issue Considered: Authorize the City manager to enter into a five year lease agreement with Merry Pier Partners LLC for the operation and management of Merry Pier.

Date: January 25, 2011

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: On February 01, 2006 the City and Dolphin Landings, A Charter Boat Center, Inc. entered into a five year lease agreement for the operation and management of Merry Pier. On October 26, 2010 the City Commission denied the existing Lessee a lease extension request. The City Commission directed the City Manager to publicly advertise a request for proposal for the operation and management of Merry Pier. On November 14, 2010 the Finance Department advertised the Merry Pier request for proposal and received back three formal proposals on or before the bid opening date of December 14, 2010. The submitted proposals were scored by staff for proposed use of the dock, emphasis on proposed City revenues, marketing, improvements, experience and operational plans. After careful review of the proposals, staff is very pleased to recommend Merry Pier Partners LLC, principals Randall Coffman and Nancy Davidek as having presented the plan best meeting the overall established criteria outlined in the Merry Pier request for proposal. The proposed revenues to the City broken down by bidder are as follows: Merry Pier Partners LLC - Base Rent of \$34,800 annually + 50% of rent received from additional docks occupied beyond the existing three boats. Burke Marine – Base Rent of \$30,000 annually + 2% increasing to 4% of gross from docks and store. Pass A Grille Pier Inc. - Base Rent of \$18,000 annually + \$1500 per year in port taxes.

Requested Motion: “I move the City Manager be authorized to enter into a five year lease agreement with Merry Pier Partners LLC for the operation and management of Merry Pier.”

Attachments: Merry Pier Lease Agreement

Reviewed By:
City Manager: _____

LEASE AGREEMENT
Between
The City of St. Pete Beach, Florida
and
Merry Pier Partners, LLC

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of February, 2011, by and between the City of St. Pete Beach, Florida ("Lessor"), whose address is 155 Corey Avenue, St. Pete Beach, Florida, 33706, and Merry Pier Partners, LLC ("Lessee"), whose mailing address is 801 Pass-A-Grille Way, St. Pete Beach, FL 33706, collectively (the "Parties").

WITNESSETH:

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. **PREMISES:** The Lessor hereby grants to Lessee a Lease to occupy and use, subject to all of the terms and conditions hereinafter stated, the Merry Pier as shown on Exhibit "A" attached hereto and made a part hereof by reference ("Premises").

2. **TERM:**

A. Lessee shall occupy and use the Premises during the five (5) year period commencing on February 1, 2011 (the "Commencement Date") and terminating on January 31, 2016 ("Term"), unless this Lease is earlier terminated as provided herein.

B. Extensions – Three (3) additional five (5) year options are available upon mutual agreement of the parties. Lessee shall notify the City at least one hundred and twenty (120) days prior to the expiration of the current term as to whether Lessee wishes to extend the Term as provided above. Lessor will notify Lessee within 60 days of Lessee's notice to extend, of its acceptance or not.

3. **CONDITION OF PREMISES:** Lessee has inspected the Premises and accepts the Premises in its present condition. The Lessor has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use.

4. **PERMITTED USES:** The Premises shall be occupied and used by Lessee solely for the purpose of operating boats for tours, rides and excursions at the Merry Pier; kayak paddleboard and bicycle rentals; fishing, fishing tournaments, marine life education; sale of fishing, boating and beach supplies; sale of food, food products; sale of beer and wine for off

premises consumption only. Lessee shall not use or permit the use of the Premises for any other use or purpose than that set forth herein without prior written consent of the Lessor.

5. **TRADE NAME:** Lessee shall occupy the Premises under the trade name of Merry Pier. Lessee shall not be permitted to change such trade name **without the prior** written consent of the Lessor.

6. **LESSEE SHALL:**

A. At all times comply and cause the Premises to comply with all current and future federal, state and local laws, rules, regulations and ordinances, federal and state constitutions, and the orders and decrees of all lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to the Americans With Disabilities Act, the bonding requirements of Section 255.05, Florida Statutes (regardless of whether the contract for construction is between the contractor and Lessee or the contractor and the Lessor) and Laws related to business operations, marine safety and operating speeds, and signage.

B. Manage, operate, direct, superintend and promote tours, rides and excursions to the best of its ability and in full compliance with applicable Laws.

C. Employ at its sole cost and expense qualified and appropriately licensed personnel as required by the United States Coast Guard for the safe and efficient operation of the Vessels.

D. When departing or returning to the Premises, operate the vessels at a minimum safe operating speed for conditions present at that time; otherwise comply with applicable Laws concerning operating speed, and make every reasonable effort to minimize noise and salt/debris spray when departing from or returning to the Premises.

E. Utilize an on-board communication system that is capable of communicating with the Coast Guard and Lessor. In the event of an emergency, Lessee shall immediately notify the Coast Guard (if required by applicable Laws or otherwise required by the Coast Guard) and the Lessor Public Safety Contacts. This notification shall be in addition to all other notifications required by this Agreement or applicable Laws.

F. Not use the premises, nor allow any activities on the premises, that are immoral or objectionable in the Lessor's sole discretion, which discretion shall be reasonably exercised.

G. Other than Maritime emergency conditions, not allow any vessel, longer than 65 feet or which accommodates more than 150 passengers, to tie up to or ferry passengers to or from the Merry Pier, without written permission from the City Commission.

H. Keep regular hours and such hours shall be posted for public viewing in a conspicuous location at the entrance to the Pier.

I. Open and operate the shop facilities between the hours of 6am and one hour after sunset.

J. Complete the following improvements, all of which shall become the property of Lessor upon installation, to Premises at the Lessee's expense and to the Lessor's satisfaction within the following mutually agreed upon time frame: (Subject to Lessor approval)

1. Repaint building, install new carpet and refurbish restrooms within 18 months from the execution of this lease agreement.
2. Create a tasteful archway entrance to Merry Pier that faces 8th Avenue and draws attention to the Pier within 24 months from the execution of this lease agreement.
3. Install lights for dock safety and fishing areas, repaint dock sheds install dock area shrubbery within 12 months of the execution of this lease agreement.
4. Implement a clean dock policy for all tenants within 3 months of the execution of this lease agreement.

7. **MAINTENANCE AND REPAIR OF PREMISES:** Lessee shall at its own cost and expense keep the Premises, Facilities (as hereinafter defined) and equipment in a clean, orderly and safe condition in accordance with this Agreement and applicable laws, and shall not permit any debris or litter to accumulate in or around the Premises. Lessee shall at Lessee's sole cost and expense keep and maintain the demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Lessee. All damage or injury to the demised Premises caused by the act or negligence of Lessee, its employees, agents or visitors, shall be repaired by Lessee at Lessee's sole cost and expense. Lessee shall upon the expiration or sooner termination of the term hereof surrender the demised premises to Lessor in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted. Lessor shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Lessor has made no representations to Lessee respecting the condition of the demised Premises, except as specifically herein set forth. Lessee accepts the demised Property in its "as is" condition.

8. **UTILITIES AND TRASH REMOVAL:**

A. Lessee shall at its sole cost and expense (including installation, connections, deposits, meters, usage, repair and upgrades) provide all necessary utilities, including but not limited to, electricity, telephone, water, gas and sewage. Lessee may request permission to connect water and electrical service to the Premises at the sole cost and expense of Lessee. Prior to making such connections, Lessee shall (i) provide the Lessor with a scaled drawing/illustration that accurately depicts the location of said service from the point of connection to the Premises, and (ii) receive written approval from the Lessor to make such connections, which approval may be withheld by the Lessor in its sole discretion. In the event that the Lessor requires relocation of

any utility related improvements, Lessee shall at Lessee's sole cost and expense relocate said utility related improvements to an alternate location designated by the Lessor.

B. Lessee shall at its sole cost and expense provide for the collection and disposal of trash associated with use of the Premises. All trash shall be stored in covered containers at all times. Lessee shall at its sole cost and expense supply all trash containers, subject to the Lessor's prior written approval concerning the type and placement of such containers. Trash collection and disposal shall be conducted at least once per day.

9. **TAXES AND FEES:** All taxes and fees levied by any governmental body upon the Premises or its use during the Term, including but not limited to ad valorem taxes, tangible personal property taxes, sales tax and storm water fees, shall be paid by Lessee and Lessee shall deliver to the Lessor the appropriate receipts which demonstrate payment thereof. Lessor shall not "lend" its sales tax certificate to Lessee.

10. **CONSTRUCTION AND ALTERATIONS:** Lessee shall not make or permit to be made any alterations, additions, improvements or changes to the Premises, nor permit the painting or placing of any exterior signs, placards, banners, pennants or other advertising media, utility installations, connections or meters, awnings, aerials, antennas or the like, or equipment or machines (including but not limited to vending machines), without on each occasion obtaining prior written consent of the Lessor, which consent shall be at the sole discretion of the Lessor. Lessee shall construct all improvements, called for under this lease. (collectively, "Facilities") at its own cost and expense and in accordance with applicable laws, The Facilities shall immediately become the property of the Lessor and shall remain at the Premises during the Term and upon expiration or termination of this Agreement. The Lessor reserves the right to have Lessee remove any of the Facilities, which may be removed without damage to the remainder and which Lessor elects not to retain.

11. **DAMAGE/RESTORATION REPLACEMENT FACILITIES:** The Lessor is under no obligation to provide to Lessee any replacement Facilities or Premises, or replace or repair the Premises under any circumstances, including but not limited to substantial damage to the existing Facilities and or Premises by fire, flood, hurricane, tornado, earthquake or other forms of natural disaster. In the event the Lessor does not elect to replace the Premises or facilities, the Lessee shall have the option to terminate this Lease.

A. **Lessee's Obligations.** In the event the demised Premises, or any portion thereof, should be damaged or destroyed, Lessee may, with consent of Lessor reconstruct or restore the demised Premises after any damage or destruction thereof.

B. **Abatement of Rent.** During the period commencing with the date of any such damage or destruction which Lessor elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the demised Premises and boat ships rendered un-tenantable thereby bears to the total number of square feet of gross floor area and boat-ships in the demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent

and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

12. NO LIENS: Lessee shall not suffer any liens to be filed against the Premises or facilities by reason of any work, labor, services or materials performed at or furnished to the Premises or facilities, to Lessee, or to anyone using the Premises through or under Lessee. Nothing contained in this Agreement shall be construed as consent on the part of the Lessor to subject the Premises or facilities or any part thereof to any lien or liability under the lien laws of the State of Florida.

13. REQUIRED SIGNAGE/LIGHTINGS/SAFETY EQUIPMENT: Subject to Paragraph 10, Lessee shall at its own cost and expense install signage, lighting and such other equipment and Facilities as may be necessary for Lessee's operations, including but not limited to signage, lighting, equipment and Facilities necessary to protect the safety of passengers boarding and disembarking.

14. RENT AND DEPOSITS:

A. Lessee shall pay the Lessor each month in advance a monthly base rent in the amount of \$ 2900.00 Two thousand nine hundred and no cents ("Base Rent") for the initial year of the Term for a total of Thirty four thousand eight hundred dollars (\$34,800). The Base Rent is based upon the current occupancy of three boats. If the Lessee is successful in bringing in other vessels/businesses the Base Rent will increase by an amount equal to 50% of the additional rent received by the Lessee each month based upon the prior month's receipts from any additional boats. The Base Rent shall be due on or before the first day of each month commencing on the Commencement Date during the Term. Each subsequent year of this five year lease the Base Rent shall be increased by Two and one half percent (2.5%) or shall be increased by the percentage increase in the consumer price index – U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers Series ID CUUR0000SAO – not seasonally adjusted – U.S. City average – all items – Base Period 1982-1984=100 from September to September whichever is higher.

B. Lessee shall deposit with the Lessor a security deposit in the amount of Five thousand Dollars (\$5,000) to secure Lessee's performance of each and every covenant and agreement to be performed by Lessee hereunder. The Lessor shall have the right, at its option, to apply all or part of the security deposit toward the payment of the amounts required to remedy any default of Lessee in the payment of rent or changes or in the performance of any other covenant or agreement contained herein; provided, however, the existence of the security deposit shall not affect the rights of the Lessor in the event of any such non-payment or failure to perform, nor shall the same in any way limit Lessee's responsibility therefore, nor shall it preclude or extinguish any other right or remedy to which the Lessor may be entitled. If the Lessor applies all or part of the security deposit, Lessee shall, upon notice from the Lessor, pay to the Lessor an amount sufficient to restore the security deposit to the original full amount. Upon termination of this Agreement, the Lessor shall reimburse Lessee for the amount of any unused portion of the security deposit and in no event shall any interest be due and owing thereon.

C. If Lessee shall fail to make any payment of the Base Rent, or other charge to the Lessor when due, interest on said late payment shall accrue at the rate of one and one-half percent (1-1/2%) per month or portion thereof, or the highest rate permitted by applicable law, whichever is less, from the date said payment was due, and said interest shall become due and payable on the first day of the month following the month in which said payment was due, if Lessee shall fail to make any payment of the Base Rent, or other charge to the Lessor within (3) days after the said amount was due, Lessee shall pay the Lessor a late charge of four percent (4%) of the overdue amount, but not less than Fifty Dollars (\$50.00), not to exceed the maximum allowed by law, which late charge shall become immediately due and payable. The aforesaid

interest and late charge shall not limit the Lessor's other rights and remedies provided for herein on account of Lessee's failure to make payment when due.

D. Lessee shall pay to the Lessor a charge of five percent (5%) of the face value of any check returned, or Twenty Five Dollars (\$25.00), whichever is greater, for each check that is returned to the Lessor unpaid, plus any other applicable charges.

E. All fees and deposits shall be payable to the City of St. Pete Beach, or such other entity as the Lessor shall designate from time to time in writing. Lessee shall forward all fees and deposits to the address set forth in Paragraph 36, or such other address or addresses as the Lessor shall designate in writing.

15. **BOOKS AND RECORDS:** Lessee shall prepare in accordance with generally accepted accounting practices and shall keep accurate books of account at the address for Lessee set forth in Paragraph 36. All books and records, including tax returns, with respect to the business for the Term shall be kept by Lessee and shall be open to examination or audit by the Lessor during the Term and for a period of three (3) years following expiration or earlier termination of this Agreement.

16. **INSURANCE:**

A. Lessee shall carry the following minimum types and amounts of insurance at its own expense:

1. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction occurring at the Premises or arising out of Lessee's occupancy or use of the Premises or otherwise arising out of any act or occurrence in, about, or from the Premises; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
2. Automobile liability insurance of One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles (required if company vehicles are used in connection with Lessee's occupancy or use of the Premises).
3. Workers' Compensation insurance as required by **Florida law** and Employers' Liability insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee and Five Hundred Thousand Dollars (\$500,000) for all diseases.
4. "All Risk" property damage insurance covering Lessee's personal property at the Premises for damage or other loss caused by fire or other casualty or cause, including but not limited to vandalism and malicious mischief, theft,

explosion and water damage of any type. Said insurance shall be in amounts not less than the full replacement cost of such property.

5. Marine Protection and Indemnity Insurance, if not included in subparagraph A1 above, in the amount of at least One Million Dollars (\$1,000,000) per occurrence. This insurance is intended for liability coverage for loss, damage, or expense arising out of, or incident to, vessel use on ocean or inland waterways outlined in Section 624.607 (4)(b), Florida Statutes.
6. If applicable, Long shore & Harbor Workers' Compensation coverage.
7. If applicable, liquor liability insurance with a minimum limit of One Million Dollars (\$1,000,000).

B. Lessee's policy or policies, except Worker's Compensation, shall name the Lessor, its' officers, directors, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") as additional insured.

C. All policies shall provide that the Lessor will be provided notice thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Prior to the date upon which Lessee first enters upon the Premises, Lessee shall provide the Lessor with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the Lessor's request, Lessee shall provide copies of current policies with all applicable endorsements.

E. All insurance required pursuant to this Paragraph 16 shall be provided by responsible insurers licensed in the State of Florida and rated at least A and 10 in the then current edition of Best's Insurance Guide.

F. Lessee hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties and shall cause each required insurance policy to be written to provide that the insurance company waives all rights of recovery by way of subrogation against the Indemnified Parties.

G. The Lessor shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Lessee hereunder from time to time.

H. If any contractor of Lessee (or subcontractor) performs any work at the Premises, Lessee shall ensure that said contractor (or subcontractor) obtains the insurance required pursuant to this Paragraph 16, as applicable, naming Lessee and the Indemnified Parties as additional insured.

17. **INDEMNITY:** Commencing on the date upon which Lessee first enters upon the Premises, Lessee shall defend at its expense, pay on behalf of, indemnify and hold the Indemnified parties harmless from and against all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, (collectively, "Claims") including, without limitation, court costs and attorneys' and experts'

fees at trial and on appeal, whether or not a lawsuit is commenced, alleged or claimed by any person or entity to be arising from or relating to any violation of Laws, loss of life, diminution in value of the Premises, or damage or injury to persons, property or business occurring in, about or from the Premises, or alleged or claimed to be directly or indirectly caused by or in connection with any violation of this Agreement or occupancy or use of the Premises by, or any other act or omission of, Lessee, any other occupant of the Premises, or any of their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors. Without limiting the generality of the foregoing, Lessee specifically acknowledges that the indemnity undertaking herein shall apply to Claims in connection with or arising out of the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Paragraph 39. The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve Lessee of any of its obligations set forth in this Paragraph 16.

18. WAIVER OF LESSOR'S LIABILITY: The Lessor shall not be responsible or liable for and Lessee hereby expressly waives all claims against the Lessor for injury or death to persons or damage or destruction of property or any other interest of Lessee, regardless of the cause. All of Lessee's property of every kind and description that may at any time be, at premises, shall be at Lessee's sole risk.

19. LIMITATION OF LIABILITY: In no event shall the Lessor be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental or consequential damages in any way related to or arising from this Agreement, including but not limited to any special, incidental or consequential damages alleged or claimed to be related to or arising from any default by the Lessor under this Agreement or the Lessor's operation, management, leasing, licensing, repair, development, improvement, renovation, construction or alteration of the Premises (or any improvements thereto) or Merry Pier.

20. LICENSES, PERMITS, CERTIFICATIONS AND AUTHORIZATIONS:

A. At its expense, Lessee shall obtain and provide the Lessor with copies of any licenses, permits, certifications and authorizations required by any governmental agency or authority with respect to the Vessels, type of activity carried on by Lessee, construction and installation of improvements at or to the Premises and use of the Premises, including but not limited to certificates of seaworthiness for the Vessels and Coast Guard certifications and licenses appropriate for the intended operations. No unlawful activities shall be permitted in the use of the Premises. The Lessor makes no representations as to whether the licenses, permits, certifications or authorizations required by any governmental agencies or authorities will be issued to Lessee.

B. In the event the Lessor or Lessee receives written notice from a governmental agency or authority that any license, permit, certification or authorization is required in connection with this Agreement or Lessee's occupancy or use of the Premises (including but not limited to a dock permit) and has not been obtained, Lessee shall (i) obtain such license, permit, certification or authorization within the time permitted by the governmental agency or authority; (ii) terminate this Agreement and comply with the terms and conditions of this Agreement related to Lessee's duties upon termination (and the terms and conditions of this Agreement that

survive termination); or (iii) immediately seek and diligently pursue a declaratory judgment from a court of competent jurisdiction as to whether or not the license, permit, certification or authorization is required, Lessee shall obtain the required license, permit, certification or authorization within the time frame established by the court (if the court established such a time frame) or the governmental agency or authority (if the court did not establish such a time frame). If the court determines that the license, permit, certification or authorization is not required, this Agreement shall remain in full force and effect provided that Lessee is otherwise in full compliance with all the terms and conditions contained in this Agreement. If Lessee fails to comply with this Paragraph 20B in any manner whatsoever, the Lessor may immediately terminate this Agreement. Notwithstanding the foregoing, Lessor may terminate this Agreement if it determines that the time required for the Lessee to fulfill these obligations is not consistent with the needs of Lessor. Lessee's obligation to pay the Base Rent shall not be abated or suspended during Lessee's performance of the foregoing obligations.

C. This Agreement shall remain in full force and effect during the above-referenced declaratory judgment action provided that a court has not entered an order to the contrary and that the governmental agency or authority stays any enforcement action against the Lessor pending the outcome of the declaratory judgment action. In the event that the governmental agency or authority does not stay its enforcement against the Lessor, the Lessor may immediately terminate this Agreement.

D. The Lessor's termination of this Agreement pursuant to this Paragraph 20 shall not be a basis for damages or any legal action of any type against the Lessor. The Lessor shall incur no liability whatsoever in connection with its termination of this Agreement pursuant to this Paragraph 20. The Lessor's rights and remedies contained in this Paragraph 20 shall be in addition to its other rights and remedies under this Agreement (including but not limited to the Lessor's indemnity rights set forth in Paragraph 17 of this Agreement) and applicable Laws.

21. LESSEE PARKING: The Lessor shall provide no designated parking to the Lessee. On-Street parking may be utilized by the Lessee, its employees, and patrons on a first come, first serve basis in the same manner as the general public. Lessee, its employees and patrons shall pay the customary parking fee for Pier parking. City of St. Pete Beach residential on-street parking permits are available at the City Police Department building and can be purchased at the resident price of \$15 per year or non-resident price of \$100 per year. The Lessor will provide the Lessee parking passes for Two Dollars (\$2.00) per day for on-street parking on Pass-A-Grille Way for customers using the services provided by the Lessee. On February 1st, 2013 parking passes provided by the Lessor will increase to Three Dollars (\$3.00) Dollars per day for on-street parking on Pass-A-Grille Way.

22. NON-PERMITTED USE: Lessee shall not harm the Premises, nor commit waste, nor create any nuisance, nor make any use of the Premises, which is offensive as determined by the Lessor in its sole discretion. Lessee shall comply with such other reasonable rules and regulations as the Lessor may from time to time adopt with respect to the Premises and the operation of the Vessels. In addition, the following specific uses shall not be allowed:

A. Consumption of alcoholic beverages on the Premises;

B. Any residential use, including the allowance of and person(s) to live on board any vessels moored at the pier, whether or not such use in violation of the Code of Ordinances of the City of St. Pete Beach, Florida, or in violation of any other law or ordinance restricting or prohibiting living aboard vessels;

C. Performance of general marine repairs, provided however, that the prohibition shall not prohibit emergency repairs or normal maintenance operations to vessels permanently moored at the pier facility.

D. Use of the Premises in any manner which would make them unsafe to the public and/or cause damage or injury to the leased premises.

23. LESSEE'S DUTIES ON EXPIRATION/TERMINATION: Upon expiration or earlier termination of this Agreement, Lessee shall remove its goods and effects, repair any damage caused by Lessee's use of the Premises and peaceably yield up the Premises clean and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Lessee not removed within five (5) days following such expiration or termination shall be deemed abandoned and shall become the property of the Lessor to be removed and disposed of as the Lessor may determine. Any costs associated with removal and disposal shall be paid by Lessee.

24. DEFAULT/REMEDIES:

A. Default by Lessee. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

1. The vacating or abandonment of the demised Premises by Lessee.
2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee.
3. The making by Lessee of any general arrangement or assignment for the benefit of creditors, whereby; (a) Lessee becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.
4. The violation by Lessee of any other provision of this lease.

B. Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

1. Terminate Lessee's right to possession of the demised Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the demised Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the demised Premises; expenses of re-letting, including necessary renovation and alteration of the demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of any leasing commission paid by Lessor applicable to the unexpired term of this Lease.
2. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the demised Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
3. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Florida. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

C. DEFAULT BY LESSOR/REMEDIES/EXCULPATION. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event shall Lessor be deemed in default sooner than thirty (30) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than such thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion.

25. DAMAGE TO PREMISES: If fire, explosion, or other casualty or occurrence substantially damages any portion of the Premises, the Lessor may elect to repair the Premises or immediately terminate this Agreement. Lessee shall not have any recourse against the Lessor in the event of termination of this Agreement pursuant this Paragraph 25. Nothing contained herein shall limit the Lessor's rights and remedies against Lessee if Lessee, any other occupant of the Premises, or any of their respective agents, employees, representatives, guests, invitees,

customers, contractors or subcontractors, caused or contributed to the damage to the Premises.

26. **FORCE MAJEURE:** In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event (as hereinafter defined), the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing delay and shall cooperate with the other party to overcome any delay that has resulted. The term "Force Majeure Event" for purposes of this Paragraph 26 shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade or embargo provided, however, if Lessor determines that the delay cured by force majeure is unreasonable, Lessor may terminate this Agreement.

27. **ASSIGNMENT:**

A. Subject to approval by the St. Pete Beach City Commission, which may be withheld at the sole discretion of the City Commission, Lessee shall have the right to assign, transfer, convey, or sublet the Premises or this Agreement or any part thereof, or any of its right, title or interest therein, to any person, company or corporation. Any other attempted assignment, transfer, conveyance or sublease without prior City Commission approval shall be void and shall be deemed a default of this Agreement and cause for immediate termination.

B. If Lessee is declared insolvent or adjudicated bankrupt or if Lessee makes an assignment for the benefit of creditors, or if Lessee's interest is sold under execution or a trustee in bankruptcy or a receiver appointed for Lessee, the Lessor, without prejudice to its rights hereunder and at its option, may immediately terminate this Agreement and retake possession of the Premises without notice to Lessee or any assignee, transferee, trustee or any other person or persons, using force to the extent permitted by applicable Laws.

C. No assignment or sublease or attempted assignment or sublease shall relieve Lessee of any of its obligations under this Agreement.

28. **DISCRIMINATION:** Lessee shall not illegally discriminate against any person in employment or in the provision of services under this Agreement.

29. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

30. **SEVERABILITY:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such

determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

31. LAW, JURISDICTION AND VENUE: This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, Florida, Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Pete Beach or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

32. DUE AUTHORITY: Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

33. ENTIRE AGREEMENT: This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

34. ACCESS TO PREMISES: The Lessor reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Lessee, or for making repairs.

35. AMERICANS WITH DISABILITIES ACT OF 1990: Lessee assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto.

36. EMINENT DOMAIN. If the whole of the demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Lessee's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Lessee or Lessor may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or require Lessee to assign to Lessor any award made to Lessee for the taking of personal property and fixtures belonging to Lessee and removable by Lessee at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Lessee's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the demised Premises, including parking facilities, shall give Lessee any right to terminate this Lease or to

any abatement of rent hereunder.

37. NOTIFICATION: All notices, requests, demands, approvals and other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party hereto in accordance with this Paragraph 36.

LESSOR:
155 Corey Avenue
St. Pete Beach, FL 33706
ATTN. City Manager

LESSEE:
801 Pass-A-Grille Way
St. Pete Beach, FL 33706

38. PROHIBITED USE: The Lessor may prohibit any occupation or other use of the Premises which, in the sole discretion of the Lessor, is deemed hazardous to persons or to the Premises or which will increase the Lessor's liability or cost for insurance.

39. SAFETY:

A. Lessee shall remove the Vessels from the berth at the Premises upon the request of the Lessor if in the sole discretion of the Lessor's qualified representative (Police Department Marine Patrol Officer), the Vessels pose an imminent threat to the safety of persons or property.

B. In recognition of the danger posed to other boats, the premises and adjacent facilities by a shipboard fire while at the Premises, and in recognition of the relative superior expertise and equipment possessed by the St. Pete Beach Fire Department, Lessee shall, as a condition of utilizing the Premises:

1. Cooperate with the St. Pete Beach Fire Department in formulating a plan to fight shipboard fires while docked at the Premises;
2. Permit, without exception, the boarding of the Vessels entry upon the Premises, while at the Premises, by fire officials who are responding to a report of a shipboard fire;
3. Permit, without exception, the boarding of the Vessels while at the Premises by firefighting units when required by fire officials who have boarded pursuant to subparagraph 2, above.
4. Ensure that the management, captain, crew and security personnel are at all access by fire officials and units for the purpose of prompt, efficient response to a shipboard fire. Lessee will provide the St. Pete Beach Fire Department with a letter setting out the provisions of this Paragraph 38 and the permission contained herein.

C. The permission contained herein applies to all of the Vessels.

40. HAZARDOUS MATERIALS:

A. Lessee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as hereinafter defined) upon or about the Premises, or permit any other occupant of the Premises, or any of Lessee's or such other occupant's respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises under Paragraph 4, above, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with applicable Laws, highest prevailing standards, and the manufacturers' instructions therefore; (b) such substances shall not be disposed of, released or discharged at the Premises, and shall be transported to and from the Premises in compliance with all applicable laws; (c) if any applicable Laws or the Lessor's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Lessee shall make arrangements at Lessee's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by the Lessor); (d) any such substances shall be completely, properly and lawfully removed from the Premises upon expiration or earlier termination of this Agreement; and (e) for purposes of removal and disposal of any such substances, Lessee shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms. The term "Hazardous Material" for purposes of this Paragraph 39 shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS").

B. Lessee shall immediately notify the Lessor of (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material at the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material at the Premises, (iii) any release, discharge or improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises or in violation of this Paragraph 39, and (iv) any matters where Lessee is required by applicable Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Material at the Premises. The Lessor shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Laws. At such times as the Lessor may request, Lessee shall provide the Lessor with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any MSDS issued

by the manufacturer therefore, and such other information as the Lessor may require or as may be required by applicable Laws.

C. If any Hazardous Material is released, discharged or disposed of by Lessee or any other occupant of the Premises, or their employees, agents, representatives, guests, invitees, customers, contractors or subcontractors, on or about the Premises in violation of the foregoing provisions, Lessee shall immediately, properly and in compliance with applicable Laws notify the proper authorities as required by applicable Laws, notify the Lessor's Hazardous Material spill contacts as designated by the Lessor and as may be changed from time to time, cleanup and remove the Hazardous Material from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by the Lessor), at Lessee's expense (without limiting the Lessor's other remedies therefore). Such cleanup and removal work shall be subject to the Lessor's prior written approval (except in remedial action plan required by any court or governmental body having jurisdiction or required by the Lessor). In the event the Lessor elects in its sole discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a Lessor contractor (or contractors), Lessee shall assist the contractor(s), with such testing, investigation and/or cleanup as directed by the contractor(s) and the Lessor and promptly pay the contractor(s) the total amount charged by the contractor(s) in connection with testing, investigation and cleanup. If the Lessor or any governmental body arranges for any tests or studies showing that this Paragraph 39 has been violated, Lessee shall pay for the costs of such tests. Nothing contained in this Paragraph 39C shall limit or otherwise affect Lessee's indemnity obligations set forth in Paragraph 17 herein.

41. **CERTIFICATE OF GOOD STANDING:** Lessee, if incorporated, shall annually provide the Lessor with a current Certificate of Good Standing from the Secretary of State.

42. **CURRENT OFFICERS:** Lessee shall, if incorporated, provide the Lessor with the name, title, address and telephone number of all of the organization's officers within thirty (30) calendar days of their election or appointment to office. Should any officers reside at more than one residence, both addresses and telephone numbers shall be supplied to the Lessor.

43. **NO EXCLUSIVE RIGHTS:** Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right other than right of possession and quiet enjoyment of the premises pursuant to the terms and conditions of this Agreement.

44. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

45. **NON-APPROPRIATION:** The obligation of the Lessor to fund any expenditures required by this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Lessor services have been budgeted and appropriated, sufficient monies for the funding of any

expenditures that are due during that year. Notwithstanding the foregoing, the Lessor shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the Lessor pursuant to this Agreement.

46. SURVIVAL: All obligations of Lessee (including but not limited to indemnity obligations) and rights of the Lessor arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

47. NO THIRD PARTY BENEFICIARIES: Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

48. NO WAIVER: No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the Lessor's consent respecting any action by Lessee shall not constitute a waiver of the requirement for obtaining the Lessor's consent respecting any subsequent action.

49. CAPTIONS: The captions of the paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation.

50. END OF TERM.

A. At the expiration of this Lease, subject to renewals, Lessee shall surrender the demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Before surrendering the Demised Premises, Lessee shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Lessee's obligations to perform this provision shall survive the end of the term of this Lease. If Lessee fails to remove its property upon the expiration of this Lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.

B. If the demised Premises are not surrendered at the end of the term, then Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so surrendering the demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the demised Premises or any part thereof, and Lessee shall be liable to Lessor for any and all legal expenses, costs, and fees incurred by Lessor in obtaining the possession of the demised Premises.

51. HOLDING OVER. Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

52. **NO WAIVER.** Failure of Lessor to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

53. **RECORDING.** Lessee shall not record this Lease without consent of Lessor.

54. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

55. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns. Each provision of this lease to be performed by Lessee shall be construed to be both a covenant and a condition.

56. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Lessor to Lessee. It is herewith agreed that this Lease contains no restrictive covenants in favor of Lessee. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

57. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-Lessees between Lessor and Lessee; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

58. **RADON GAS DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

City of St. Pete Beach, Florida

Merry Pier Partners, LLC

By _____
Michael P. Bonfield
City Manager

By _____
Randall Coffman
Merry Pier Partners, LLC

ATTEST:

Merry Pier Partners, LLC

Pamela Prell
Deputy City Clerk

By: _____
Nancy Davidek
Merry Pier Partners, LLC

APPROVED AS TO FORM:

City Attorney or Designee

By: _____

City Attorney

8TH AVENUE PIER:*Mary Lee*

That certain parcel of land in Government Lot 4, located in Section 19, Township 32 South, Range 16 East, lying Easterly of Morey Beach, a subdivision of said Government Lot 4 of Section 19, Township 32 South, Range 16 East, as recorded in Plat Book 1 Page 102, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being more particularly described as follows: Commencing at the Northeast corner of Lot 1 Block 5, of said Morey Beach; thence S.03°54'08"W., along the East line of said Block 5, a distance of 169.01 feet; thence leaving said line S.86°34'12"E., 61.50 feet to the seawall for a Point of Beginning; thence continue S.86°34'12"E., 116.36 feet; thence S.03°25'42"W., 145 feet; thence N.86°34'12"W., 132.75 feet to the seawall; thence along the seawall by a curve to the left, radius 1190 feet, arc 146.01 feet, chord N.09°52'42"E., 145.92 feet to the Point of Beginning

Pinellas County

Florida

For: City of St. Petersburg Beach *E. Fred Land and Associates, Inc.*
c/o: Jerry Colen

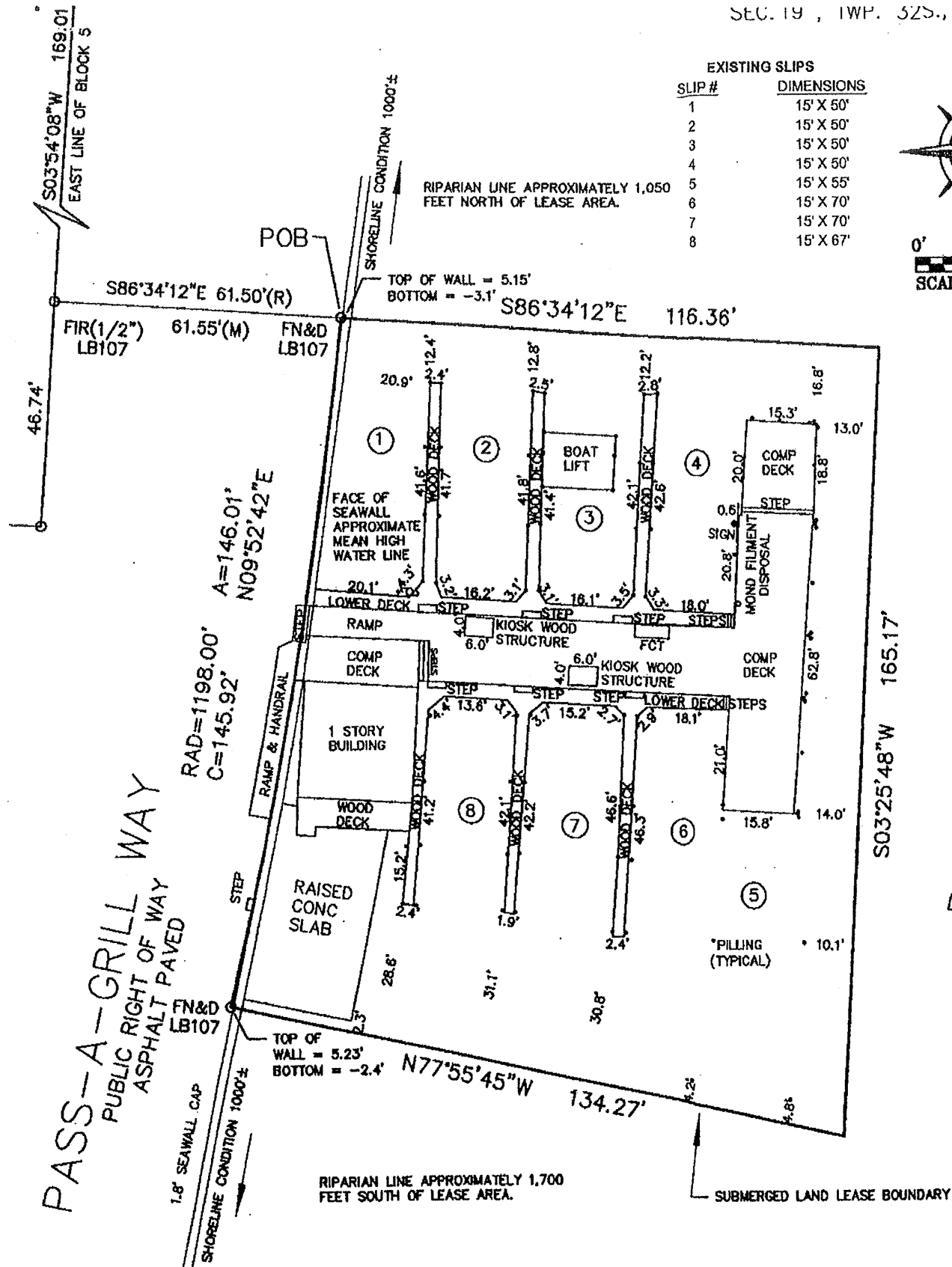
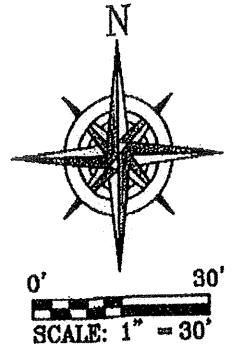
Order No. 33280

November 11, 1981

ST. PETERSBURG HUDSON CLEARWATER
ZENITH HILLS

EXISTING SLIPS

<u>SLIP #</u>	<u>DIMENSIONS</u>
1	15' X 50'
2	15' X 50'
3	15' X 50'
4	15' X 50'
5	15' X 55'
6	15' X 70'
7	15' X 70'
8	15' X 67'



DEUEL ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

4625 EAST RAY DRIVE, SUITE 211
CLEARWATER, FL 39764
PH: 727.822.4151 FAX: 727.821.7255
WWW.DJUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26920
LICENSED BUSINESS NUMBER 107

THIS DOCUMENT IS NOT FULL AND
COMPLETE WITHOUT THE ATTACHED
REPORT

LEGEND

LEGEND
A=ARC; AC=ACRES; AVE=AVENUE; CH=CHORD; CHB=CHORD BEARING;
COMP=COMPOSIT DECK; CONC=CONCRETE; CT=COURT; Δ=DELTA; FCM=FOUND
CONCRETE MONUMENT; FCT=FISH CLEANING TABLE; FIP=FOUND IRON PIPE;
FN&D=FOUND NAIL AND DISK; LB=LICENSED BUSINESS; M=MEASURED
P.B.=PLAT BOOK; PGS=PAGES; P.O.B.=POINT OF BEGINNING; P.O.C.=POINT OF
COMMENCEMENT PSM=PROFESSIONAL SURVEYOR & MAPPER; R=RECORD;
RAD=RADIUS; R/W=RIGHT OF WAY; TYP=TYPICAL

**SPECIAL PURPOSE
FIELD SURVEY**

79 ST. PETE BEACH

FLORIDA

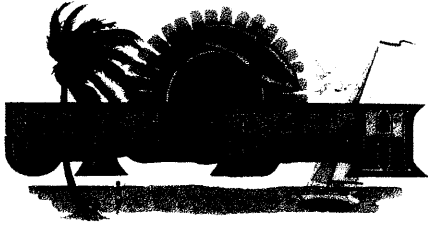
WORK ORDER 2010-36

DATE: 3-15-2010

DRAWN: DR

SCALE: 1"=30'

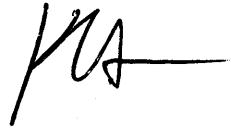
SHEET NO. 4 OF 4



Karl, E. Holley, AICP,
Director of Community Development
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Memorandum

TO: Mike Bonfield, City Manager

FROM: Karl Holley, AICP, Community Development Director 

DATE: January 18, 2011

RE: **2010 4th Quarter Report for the Community Development Department**

Code Enforcement – This report is aggregated by district showing the number of each type of violation and their location. The number of violations by district is as follows:

District 1 - 10
District 2 - 5
District 3 - 4
District 4 - 5

Building Permits Issued Report – This report shows the number of building permits by type.

Building Inspections Report – This report shows the total number for each type of inspection and the totals for each inspector.

Plan Review Report - This report shows the total number of plans reviewed by type of construction

Attachments: Code Enforcement Report
Building Permits Issued Report
Building Inspections Report
Plan Review Report

St Pete Beach Code Enforcement

From 10/1/10 TO 12/31/10

24 Total Cases

Printed

Tuesday, January 18, 2011

District 1

Total number of Cases for the time period listed above 10

	DATE	CASE #	LOCATION	OWNER	Parcel ID Number
3 MINIMUM HOUSING					
3 ACTIVE					
	11/15/2010	20100208	618 73RD AVE	FERRY SUZANNE	36/31/15/77994/045/0080
	12/1/2010	20100215	601 COREY AVE	BLAKES VENTURES INC	36/31/15/77994/058/0150
	12/16/2010	20100219	7840 BOCA CIEGA DR	SAVINO DOMENICK N SR TRE	36/31/15/77994/086/0200
2 MISCELLANEOUS					
1 ACTIVE					
	12/16/2010	20100220	7880 BOCA CIEGA DR	SAVINO DOMENICK N SR TRE	36/31/15/77994/086/0210
1 CLOSED					
	11/4/2010	20100206	450 81ST AVE	TALBOT DOROTHY C TRE	36/31/15/78210/093/0140
3 SIGNS					
2 ACTIVE					
	11/1/2010	20100199	595 COREY AVE	CITRUS PROPERTY INV INC	36/31/15/77994/059/0010
	12/1/2010	20100213	360 78TH AVE	SOUTHERN INVESTMENT ASSC LLC	36/31/15/77994/225/0170
1 CLOSED					
	10/8/2010	20100196	350 COREY AVE	BUNS FRED	36/31/15/77994/054/0040
2 ZONING					
1 ACTIVE					
	12/16/2010	20100218	7810 BOCA CIEGA DR	SAVINO DOMENICK N SR TRE	36/31/15/77994/086/0190
1 CLOSED					
	10/13/2010	20100197	350 78TH AVE	SAVINO DOMENICK N SR TRE	36/31/15/77994/225/0160

District 2

Total number of Cases for the time period listed above 5

	DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1 MINIMUM HOUSING					
1 CLOSED					
	10/12/2010	20100216	5800 GULF BLVD	CORAL REEF PARTNERS LLC	01/32/15/00000/110/0600
1 MISCELLANEOUS					

Tuesday, January 18, 2011

Page 1 of 3

1	ACTIVE	10/4/2010	20100198	820 59TH AVE	DONOVAN KENNETH F	31/31/16/02379/000/0130
3	ZONING					
3	ACTIVE	10/12/2010	20110005	5800 GULF BLVD	CORAL REEF PARTNERS LLC	01/32/15/00000/110/0600
		11/18/2010	20100209	101 59TH AVE	BUNS FRED	36/31/15/78336/015/0060
		11/29/2010	20100211	206 58TH AVE	MACKERT CHARLES L	06/32/16/86616/000/0020

District 3

Total number of Cases for the time period listed above 4

		DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1	FENCES					
1	CLOSED	11/18/2010	20100210	632 BOCA CIEGA ISLE DR	HRUBAR MARK D	06/32/16/09594/001/0140
1	VEHICLE PARKING					
1	CLOSED	11/23/2010	20100212	320 46TH AVE	DORSEY ELDON D TRE	06/32/16/65520/000/0210
1	YARDS					
1	CLOSED	10/16/2010	20100164	159 45TH AVE	BOBEL MARK	07/32/16/51660/002/0070
1	ZONING					
1	ACTIVE	10/15/2010	20100200	3312 E MARITANA DR	LANESE NICHOLAS	07/32/16/21852/017/0140

District 4

Total number of Cases for the time period listed above 5

		DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1	DEBRIS					
1	CLOSED	11/30/2010	20100214	2800 PASS A GRILLE WAY	SCANLAN CHRISTOPHER A	18/32/16/17316/001/0180
1	DUMPSTER					
1	CLOSED	10/6/2010	20100202	1907 GULF WAY	RON'S INVESTMENT INC	18/32/16/68634/008/1130
1	VEHICLE PARKING					
1	CLOSED	11/4/2010	20100207	3050 ALTON DR	WERNER TODD C	07/32/16/61560/001/0120
1	YARDS					
1	CLOSED					

11/4/2010	20100203	240 N TESSIER DR	BENTLEY CHARLOTTE N G	18/32/16/94158/006/0250
11/2/2010	20100201	2105 PASS A GRILLE WAY	DENISCO JOHN	18/32/16/55197/000/0020

1 ZONING

1 ACTIVE

Report of Permits Issued

From 10/1/10 TO 12/31/10

1 ACCESSORY STRUC	9 ADDITION COMBO
2 ALARM	1 DECK
5 DEMO	8 DOCK
7 DRIVEWAY/SIDEWA	39 ELECTRICAL
19 FENCE	1 FIRE SPRINKLER
1 FOUNDATION	17 GARAGE DOOR
7 GAS	97 MECHANICAL
1 NEW RES COMBO	22 PLUMBING
1 POOL	71 RENOVATION
38 ROOF	4 SEAWALL
7 SHUTTERS	1 SIDING
7 SIGN	1 SOFFIT FACIA
23 WINDOW(S)	

Total number of Permits 390

Inspection Totals

October 2010

BUILDING

(178 Inspections)

ELECTRICAL

(40 Inspections)

GAS

(8 Inspections)

MECHANICAL

(41 Inspections)

PLUMBING

(35 Inspections)

POOL

(4 Inspections)

October 2010 Inspections 306

November 2010

BUILDING

(169 Inspections)

ELECTRICAL

(60 Inspections)

GAS

(8 Inspections)

MECHANICAL

(51 Inspections)

PLUMBING

(39 Inspections)

POOL

(1 Inspection)

November 2010 Inspections 328

December 2010

BUILDING

#####

(163 Inspections)

ELECTRICAL

(62 Inspections)

GAS

(6 Inspections)

MECHANICAL

(46 Inspections)

PLUMBING

(52 Inspections)

POOL

(2 Inspections)

December 2010 Inspections 331

Total number of Inspections 965

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Plan Review by Date

From 10/1/10 TO 12/31/10

PERMIT TYPE ACCESSORY STRUC

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
12/27/2010	20101447	PR 2,000-5,000	\$27.50	351 S JULIA CIR
BUILD APPROX. 8 X 10 TIKI HUT				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
12/21/2010	20101430	PR \$2,000 LES	\$15.00	1004 PASS A GRILLE WAY
6X8 STORAGE SHED, BUILT TO CODE AND MEETS ALL SETBACKS				

PERMIT TYPE ADDITION COMBO

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/7/2010	20101104	PR \$20,000 +	\$698.75	3704 EL CENTRO N
ADDITION OF 949 SF SECOND STORY, ENOVATION OF BEDROOM & ENRTYWAY ON 1ST FLOOR. 12/21/10 INCREASE JOB TO INCLUDE KITCHEN REMODEL				
10/8/2010	20100964	PR 2,000-5,000	\$37.50	259 42ND AVE
JOB COST BY OWNER NOT BASED ON FAIR MARKET. USED ICC BUILDING VALUES TO DETERMINE COST BASED ON \$37.47 X 116 SQ.FT.				
FLORIDA ROOM INTO GARAGE - EXTEND APPROX 7.0' AND PITCHED ROOF				
10/26/2010	20101177	PR \$20,000 +	\$200.00	2073 W VINA DEL MAR BLVD
REMOVAL OF BLOCK, NEW FOOTER, INSTALL TRUSSES, RENOVATE BEDROOM				
10/26/2010	20101174	PR \$20,000 +	\$488.75	6340 3RD PALM POINT ST
FRONT ENTRY ADDITION, REMODEL INSIDE NEW KITCHEN, POWDER ROOM, AND MASTER SUITE.				
11/29/2010	20101336	PR10,001-1500	\$145.00	122 PUNTA VISTA DR
CONVERT EXISTING CARPORT TO GARAGE AND EXTEND				

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
12/3/2010	20101357	PR \$20,000 +	\$301.25	231 ISLE DR
ADDITION FOR A GREAT ROOM/DEN				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
11/5/2010	20101222	PR \$20,000 +	\$473.75	2605 SUNSET WAY
REAR ADDITION - ELEVATOR, HALL, DECK, CLOSET				

PERMIT TYPE ALARM

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
11/2/2010	20101192	FIRE LS PLAN	\$100.00	337 75TH AVE
INSTALL FIRE ALARM				
11/22/2010	20101320	FIRE LS PLAN	\$100.00	3820 GULF BLVD
ADD ELEVATOR RECALL TO FIRE ALARM				

PERMIT TYPE DECK

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
11/12/2010	20101273	PR10,001-1500	\$145.00	2408 SUNSET WAY
REMOVE AND REPLACE EXISTING DECK				

PERMIT TYPE DEMO

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
10/12/2010	20101121	PR NO FEE	\$0.00	5405 LEILANI DR
DEMOLITION OF SINGLE FAMILY RESIDENCE (3BDR) & WATER & SEWER CAP OFF				
11/1/2010	20101194	PR NO FEE	\$0.00	5830 BIMINI WAY S
DEMOLITION OF EXISTING SFR, SILT FENCING, CAPPING OFF WATER/SEWER				

PERMIT TYPE DRIVEWAY/SIDEWA

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
12/16/2010	20101415	PR5,001-10,000	\$75.00	4200 GULF BLVD
INSTALL 1100 SQ FT OF BRICK PAVERS				

PERMIT TYPE ELECTRICAL*Permit Status = ACTIVE*

DATE	NUMBER	TYPE	FEE	LOCATION
10/19/2010	20101149	PR10,001-1500	\$115.00	3550 EL CENTRO DR
INSTALL GENERATOR & TRANSFER SWITCH				

PERMIT TYPE FENCE*Permit Status = CLOSED*

DATE	NUMBER	TYPE	FEE	LOCATION
11/19/2010	20101312	PR \$2,000 LES	\$15.00	381 N TESSIER DR
INSTALL FENCE				

PERMIT TYPE FIRE SPRINKLER*Permit Status = PLAN*

DATE	NUMBER	TYPE	FEE	LOCATION
10/14/2010	20101137	FIRE LS PLAN	\$100.00	3700 GULF BLVD
FIRE SUPPRESSION SYSTEM IN KITCHEN HOOD				

PERMIT TYPE FOUNDATION*Permit Status = CLOSED*

DATE	NUMBER	TYPE	FEE	LOCATION
10/4/2010	20101083	PR10,001-1500	\$145.00	1941 E VINA DEL MAR BLVD
REPAIR FOUNDATION - UNDERPINNING				

PERMIT TYPE GARAGE DOOR*Permit Status = ACTIVE*

DATE	NUMBER	TYPE	FEE	LOCATION
10/14/2010	20101133	PR \$2,000 LES	\$15.00	3850 BELLE VISTA DR E
REPLACE 9X7 GARAGE DOOR SIZE FOR SIZE				
12/21/2010	20101432	PR 2,000-5,000	\$27.50	241 S JULIA CIR
INSTALL GARAGE DOOR - INSTALL CLEAR PANELS - INSTALL ALUMINUM PANELS				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
10/4/2010	20101084	PR \$2,000 LES	\$15.00	430 64TH AVE
CHANGEOUT GARAGE DOOR 16X7 SIZE FOR SIZE FL5675.77				
10/7/2010	20101105	PR \$2,000 LES	\$15.00	9174 BLIND PASS RD 9174
CHANGEOUT GARAGE DOOR 8 X 7 SIZE FOR SIZE FL#5675.51				
10/22/2010	20101163	PR \$2,000 LES	\$15.00	107 29TH AVE
REPLACE GARAGE DOOR 16X7				
10/26/2010	20101176	PR \$2,000 LES	\$15.00	9150 BLIND PASS RD 9150
REPLACE 8X7 GARAGE DOOR WITH CLOPLAY NON IMPACT OK SINCE EXISTING DOOR HAS GLASS				
11/2/2010	20101202	PR \$2,000 LES	\$15.00	4250 BELLE VISTA DR
REPLACE 16X7 GARAGE DOOR				
11/8/2010	20101228	PR \$2,000 LES	\$15.00	4321 HOLLAND DR
REPLACE EXISTING GARAGE DOOR WITH A FL APPROVED DOOR 16X7				
11/9/2010	20101237	PR \$2,000 LES	\$15.00	9154 BLIND PASS RD 9154
REPLACE GARAGE DOOR 9X7				
11/9/2010	20101236	PR \$2,000 LES	\$15.00	3414 E MARITANA DR
REPLACE 8X7 GARAGE DOOR FL 7152.2				
11/10/2010	20101251	PR \$2,000 LES	\$15.00	9156 BLIND PASS RD 9156
REPLACE 8X7 GARAGE DOOR				
11/16/2010	20101296	PR \$2,000 LES	\$15.00	237 44TH AVE
CHANGE OUT GARAGE DOOR 8X7 SIZE FOR SIZE FL 10474.28				
11/16/2010	20101295	PR \$2,000 LES	\$15.00	9172 BLIND PASS RD 9172
CHANGE OUT GARAGE DOOR 8X7 SIZE FOR SIZE FL 5675.51				
12/1/2010	20101351	PR \$2,000 LES	\$15.00	520 39TH AVE
C/O GARAGE DOOR 9X7 SIZE FOR SIZE FL#10474.28				
12/13/2010	20101402	PR \$2,000 LES	\$15.00	300 N JULIA CIR
CHANGE OUT GARAGE DOOR 16X7 SIZE FOR SIZE FL#13164.39				
12/20/2010	20101425	PR 2,000-5,000	\$27.50	302 41ST AVE ***STOP WOR
INSTALL A 9X8 GARAGE DOOR				
12/22/2010	20101439	PR \$2,000 LES	\$15.00	117 52ND AVE
REPLACE 7 X 7 GARAGE DOOR				

PERMIT TYPE MECHANICAL**Permit Status = ACTIVE**

DATE	NUMBER	TYPE	FEE	LOCATION
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11/10/2010 20101253 PR5,001-10,000 \$65.00 590 BELLE POINT DR
10 WINDOW REPLACEMENT SIZE FOR SIZE WITH IMPACT PRODUCT

11/19/2010 20101315 PR NO FEE \$0.00 200 1ST AVE 307 DROP OFF PERMIT
E/C/O 2 TON

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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11/19/2010	20101314	PR NO FEE	\$0.00	200 1ST AVE 300	DROP OFF PERMIT
E/C/O 2 TON COND & A/H 13 SEER 8KW					

11/19/2010	20101316	PR NO FEE	\$0.00	105 2ND AVE	DROP OFF PERMIT
E/C/O 2.5 TON 5KW					

PERMIT TYPE NEW RES COMBO

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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10/25/2010	20101170	PR \$20,000 +	\$1,550.00	5830 BIMINI WAY S
NEW SINGLE FAMILY RESIDENCE				

11/5/2010	20101026	PR \$20,000 +	\$750.00	343 55TH AVE	JOB INCREASED FROM \$300K TO \$500K. DIFFERENCE IN PLAN REVIEW FROM THE \$300K
BUILD NEW SINGLE FAMILY RESIDENCE					

12/27/2010	20101170	PR \$20,000 +	\$502.50	5830 BIMINI WAY S	DIFFERENCE INCREASE JOB COST TO NATIONAL STANDARD SINCE THIS IS A HOMEBUILDER. INCREASED FROM \$387,000 TO \$520,956
NEW SINGLE FAMILY RESIDENCE					

12/28/2010	20101452	PR \$20,000 +	\$1,163.75	1126 BOCA CIEGA ISLE DR
CONSTRUCT NEW TWO (2) STORY SINGLE FAMILY RESIDENCE				

PERMIT TYPE PLUMBING

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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11/5/2010	20101226	PR10,001-1500	\$115.00	350 N JULIA CIR
INSTALL SOLAR HOT WATER TANK & PANEL				

11/23/2010	20101330	PR \$2,000 LES	\$15.00	4901 GULF BLVD 4695
ROUGH IN NEW POTABLE & DRAINAGE FOR STORE START UP				

PERMIT TYPE POOL*Permit Status = ACTIVE*

DATE	NUMBER	TYPE	FEE	LOCATION
11/2/2010	20101201	PR5,001-10,000	\$85.00	3860 GULF BLVD
SPA MODIFICATION INSTALL TANK				

PERMIT TYPE RENOVATION*Permit Status = ACTIVE*

DATE	NUMBER	TYPE	FEE	LOCATION
10/6/2010	20101097	PR \$2,000 LES	\$15.00	5501 GULF BLVD
CUT 4X4 HOLE OUT OF BLOCK, ADD STEEL ANGLE, INSTALL WINDOW & INTERIOR TRIM COMPONENTS				
10/6/2010	20101091	PR10,001-1500	\$115.00	8901 BLIND PASS RD 232
REMODEL				
10/6/2010	20101092	PR15,001-2000	\$172.50	6700 SUNSET WAY 705
INTERIOR RENOVATION & NEW OPEN DECK ON ADJACENT ROOF				
10/8/2010	20101110	PR \$20,000 +	\$192.50	7900 BLIND PASS RD
NEW PARAPET WALL				
10/19/2010	20101150	PR \$20,000 +	\$211.25	1005 GULF WAY
RENOVATION OF EXISTING HOME. HISTORIC BOARD APPROVED FEMA VARIANCE #20100219				
10/21/2010	20101159	PR \$20,000 +	\$1,148.75	2403 SUNSET WAY
REPAIR EXISTING EXTERIOR BALCONIES INCLUDING REMOVAL OF TILE & WATER DAMAGED PLYWOOD DECKING; INSTALLATION OF NEW WATERPROOFING REPAINTING OF HANDRAILS, AND REPAIR OF STUCCO. NEW WORK INCLUDES ENCLOSING SMALL AREAS OF THE 2ND & 3RD FLOOR BALCONIES TO EXPAND THE MASTER BEDROOM AND THE UPSTAIRS LIVING AREA				
10/21/2010	20101155	PR \$20,000 +	\$286.25	3850 BELLE VISTA DR E
REPLACE KITCHEN, REPLACE 4 WINDOWS, INSTALL STAIRCASE, REPLACE GARAGE DOOR, PROPANE TANK AND HOOKUP FOR HEATER, GRILL, RANGE AND DRYER				
10/25/2010	20101172	FIRE PR >1500	\$100.00	5000 GULF BLVD
REMOVE AND REPLACE DOOR TO ELEVATOR EQUIPMENT ROOM, BLOCK-IN TWO OPENINGS, ADD A/C & ELECTRICAL TO ACCOMMODATE NEW ELEVATOR EQUIPMENT				
10/25/2010	20101172	PR \$20,000 +	\$200.00	5000 GULF BLVD
REMOVE AND REPLACE DOOR TO ELEVATOR EQUIPMENT ROOM, BLOCK-IN TWO OPENINGS, ADD A/C & ELECTRICAL TO ACCOMMODATE NEW ELEVATOR EQUIPMENT				
11/4/2010	20101218	PR \$20,000 +	\$196.25	2102 W VINA DEL MAR BLVD
REMOVE CEILING COVERING & 3 WALLS, REBUILD & REATTACH WALLS TO EXISTING ROOF, NEW WINDOWS, DOORS, RAISE SLAB 6" - 5 COURSES OF BLOCK				
11/23/2010	20101324	PR \$2,000 LES	\$15.00	200 1ST AVE POINT PASS-A-
REPAIR SPALLS WITH CONCRETE AT ROOF REPAIRS				

11/30/2010 20101344 PR 2,000-5,000 \$40.00 6061 2ND ST E 65

REPLACE EXISTING SUNROOM EXISTING WALLS & ROOF

11/30/2010 20101350 PR \$20,000 + \$248.75 810 59TH AVE

REMOVE EXISTING WOOD (CEDAR) SIDING - REPLACE WITH A STUCCO FINISH, REMOVE/REPLACE (9) WINDOWS; COMPLETE PAINT JOB ON EXTERIOR

12/2/2010 20101354 PR \$2,000 LES \$15.00 2810 E VINA DEL MAR BLVD

ENCLOSE LAUNDRY/UTILITY ROOM (11'X16') WITH WALL & DOOR TO GARAGE. ADD CLOSET & BI-FOLD DOORS TO AIR HANDLER & HOT WATER TANK. 8' GYPSUM CEILING

12/2/2010 20101352 PR \$2,000 LES \$15.00 8601 GULF BLVD

REPLACE EXTERIOR FRONT DOOR SIZE FOR SIZE FL#11251.8

12/8/2010 20101380 PR \$2,000 LES \$15.00 1004 PASS A GRILLE WAY

INSTALL 12 X 20 BRICK PAVER PATIO

12/10/2010 20101394 PR 5,001-10,000 \$85.00 6700 SUNSET WAY 606

INTERIOR RENOVATION, NEW 150 AMP SERVICE

12/15/2010 20101411 PR \$20,000 + \$245.00 2881 E VINA DEL MAR BLVD

ELIMINATE ONE BATHROOM/RENOVATE BEDROOM & BATH

12/22/2010 20101443 FIRE LS PLAN \$100.00 5700 GULF BLVD

COSMETIC ALTERATIONS & FIRE ALARM INSTALLATION

12/22/2010 20101440 PR 15,001-2000 \$162.50 2810 E VINA DEL MAR BLVD

REMOVE 2 WALLS INSTALL BLOCK WALLS & INSTALL OUTLETS & TILE ON FLOOR

12/22/2010 20101443 PR \$20,000 + \$3,098.75 5700 GULF BLVD

COSMETIC ALTERATIONS & FIRE ALARM INSTALLATION

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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10/13/2010	20101129	PR 2,000-5,000	\$40.00	2993 W VINA DEL MAR BLVD
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REPLACE 1 DOOR UNIT SIZE FOR SIZE

10/15/2010	20101139	PR \$20,000 +	\$436.25	9525 BLIND PASS RD
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REMOVE DETERIORATED TRASH CHUTE & REPLACE WITH NEW CHUTE

10/21/2010	20101157	PR NO FEE	\$0.00	2007 PASS A GRILLE WAY	NO PLAN REVIEW
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RESURFACE EXISTING ASPHALT & RESTRIPE WITH NO CHANGES IN PARKING LAYOUT

10/21/2010	20101139	FIRE PR >1500	\$100.00	9525 BLIND PASS RD
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REMOVE DETERIORATED TRASH CHUTE & REPLACE WITH NEW CHUTE

10/22/2010	20101168	PR \$20,000 +	\$188.75	221 41ST AVE
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KITCHEN REMODEL ELECTRICAL & PLUMBING

10/22/2010	20101167	PR \$2,000 LES	\$15.00	6360 4TH PALM POINT ST
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REMOVE & REPLACE SIZE FOR SIZE FIBERGLASS IMPACT DOOR

10/26/2010 20101178 PR 2,000-5,000 \$27.50 5501 GULF BLVD

REMOVING STORE FRONT GLASS, INSTALLING 2 SETS FRENCH DOORS INTO EXISTING OPENING. REMOVING SILL & 3 COURSES OF BLOCK BELOW SILL NON STRUTURAL

10/28/2010 20101186 PR \$2,000 LES \$15.00 333 83RD AVE

REPLACING EXTERIOR BACK DOOR SIZE FOR SIZE SINGLE FL# 11251.8. JELDUEN STEEL GLAZED OUT SWING

11/3/2010 20101208 PR5,001-10,000 \$75.00 6498 GULF BLVD

REPLACE OLD WINDOWS ^ DOOR WITH NEW IMPACT STORE FRONT

11/15/2010 20101283 PR \$2,000 LES \$15.00 7101 GULF BLVD 7121

7121 ULF BLVD - REMOVE PARTITION FILL IN DOORWAYS, BUILD 2 WALLS ONE WITH 3X7 OPENEING, NRE CARPET, NEW TILE, PAINT

11/16/2010 20101293 PR5,001-10,000 \$95.00 4901 GULF BLVD 4965

TENANT SPACE BUILD OUT FRAME WALLS NEW HANDICAP RESTROOM WALK IN COOLER

11/22/2010 20101321 PR \$20,000 + \$215.00 106 7TH AVE

SOLAR DOMESTIC HOT WATER SYSTEM & SOLAR ELECTRIC SYSTEM

11/30/2010 20101349 PR \$2,000 LES \$15.00 117 52ND AVE

REPLACE 1 DOOR UNIT SIZE FOR SIZE

11/30/2010 20101283 PR 2,000-5,000 \$12.50 7101 GULF BLVD 7121 JOB INCREASE FROM 2000 TO 2200

7121 ULF BLVD - REMOVE PARTITION FILL IN DOORWAYS, BUILD 2 WALLS ONE WITH 3X7 OPENEING, NRE CARPET, NEW TILE, PAINT

12/1/2010 20101293 FIRE LS PLAN \$100.00 4901 GULF BLVD 4965

TENANT SPACE BUILD OUT FRAME WALLS NEW HANDICAP RESTROOM WALK IN COOLER

12/6/2010 20101366 PR \$2,000 LES \$15.00 6892 GULF WINDS DR

INSTALL NEW SHED 8X10

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
12/22/2010	20101437	PR \$20,000 +	\$203.75	1 PASS A GRILLE WAY
CONSTRUCT 2 STOP ELEVATOR				

Permit Status = VOID

DATE	NUMBER	TYPE	FEE	LOCATION
10/21/2010	20101158	PR NO FEE	\$0.00	2005 PASS A GRILLE WAY
NO PLAN REVIEW				
RESURFACING EXISTING ASPHALT & RESTRIP				

PERMIT TYPE ROOF

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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10/12/2010 20101123 PR \$20,000 + \$860.00 200 1ST AVE POINT PASS-A-
ROOF REPLACEMENT - MOD BIT HOT ASPHALT

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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10/6/2010	20101094	PR \$20,000 +	\$1,673.75	6650 SUNSET WAY
REROOF 441 SQ FT FLAT ROOF REMOVE OLD ROOF & INSTALL NEW				

11/17/2010	20101303	PR10,001-1500	\$115.00	3600 BELLE VISTA DR E
REROOF 20SQ TOTAL 14SQ TILE & 6SQ FLAY FL5680 0 MOD & FL8835 - TILE				

11/19/2010	20101313	PR15,001-2000	\$167.50	3602 EL CENTRO
RE-ROOF 28SQ TILE ROOF WITH TILE				

PERMIT TYPE SEAWALL

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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12/22/2010	20101435	PR10,001-1500	\$145.00	511 64TH AVE
REPAIR & REPLACE SEAWALL CAP & EXISTING DECK				

PERMIT TYPE SHUTTERS

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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10/22/2010	20101165	PR 2,000-5,000	\$27.50	3510 EL CENTRO
REMOVE & REPLACE SIZE FOR SIZE IMPACT DOORS ADD FABRIC SHUTTERS TO FRONT PORCH & LEXAN SHUTTERS TO GLASS BLOCK				

11/9/2010	20101235	PR10,001-1500	\$137.50	266 S TESSIER DR
HURRICANE PROTECTION AT 3 OPENINGS W/ELECTRIC				

11/9/2010	20101233	PR5,001-10,000	\$65.00	555 GULF WAY 1-S
SHUTTERS ON BALCONY @ RAILING 2 MOTORS				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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10/4/2010	20101085	PR \$2,000 LES	\$15.00	6690 GULF BLVD
INSTALL 1 ROLL UP SHUTTER				

11/9/2010	20101234	PR5,001-10,000	\$95.00	200 1ST AVE 211
2 HURRICAN SHUTTERS W/ ELECTRIC				

11/16/2010 20101300 PR15,001-2000 \$172.50 102 7TH AVE
INSTALL MESH SCREEN PANELS ON 11 OPENINGS & MOTORIZED ROLL UP SHUTTERS ON 5 OPENINGS

11/22/2010 20101319 PR NO FEE \$0.00 7701 BOCA CIEGA DR POLIC CITY JOB
INSTALL HURRICANE FABRIC SCREEN

PERMIT TYPE SIDING

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
12/14/2010	20101405	PR \$20,000 +	\$185.00	308 PASS A GRILLE WAY
INSTALL HARDIEBOARD SIDING TO HOUSE & GARAGE. 6 NEW WINDOWS & DOOR TO GARAGE				

PERMIT TYPE SIGN

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/11/2010	20090305	PR 2,000-5,000	\$25.00	3700 GULF BLVD
JOB INCREASE FROM 2000 TO 3500 INSTALL NEW FREESTANDING SIGN				
11/4/2010	20101220	PR \$2,000 LES	\$15.00	6498 GULF BLVD
ATTACHED NON LIGHTED WALL SIGN				
12/6/2010	20101368	PR 2,000-5,000	\$40.00	410 78TH AVE
REMOVE EXISTING FREESTANDING SIGN & INSTALL ONE 6X6 MONUMEN SIGN. SIGN 8' TO THE TOP DOUBLE FACE LIGHTED				
12/15/2010	20101328	PR \$2,000 LES	\$15.00	5501 GULF BLVD
REPLACE EXISTING SIGN FACE WITH LED PANELS - ELECTRIC & STRUCTURE EXISTING				
12/23/2010	20101445	PR 2,000-5,000	\$40.00	4901 GULF BLVD 4695
INSTALLING CHANNEL LETTERS ON THE BUILDING.				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
10/14/2010	20101135	PR15,001-2000	\$157.50	445 70TH AVE
INSTALL FREESTANDING SIGN				
12/27/2010	20101450	PR \$2,000 LES	\$15.00	7300 GULF BLVD
INSTALLING A NON ILLUMINATED 96 X 44 1/2 FLAT ALUMINUM SOGN ON SOUTH ELEVATION AND 60 X 30 ON EAST ELEVATION				

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
12/9/2010	20101386	PR \$20,000 +	\$192.50	432 COREY AVE
1 NON ILLUMINATED WALL SIGN NORTH SIDE OF BUILDING, 1 EXISTING PYLON SIGN - FACE CHANGE ONLY				

PERMIT TYPE WINDOW(S)**Permit Status = ACTIVE**

DATE	NUMBER	TYPE	FEE	LOCATION	
10/8/2010	20101107	PR \$2,000 LES	\$15.00	2961 E VINA DEL MAR BLVD	
REPLACE FRONT DOOR & WINDOW NEXT TO IT. SIZE FOR SIZE AND INSTALL 2 WINDOWS IN THE BATHROOMS					
10/22/2010	20101166	PR \$2,000 LES	\$15.00	334 78TH AVE	
REMOVE & REPLACE SIZE FOR SIZE WINDOWS ADD PLYWOOD SHUTTERS ADD 1 CUSTOM SHUTTER					
11/10/2010	20101252	PR \$20,000 +	\$293.75	1615 GULF WAY	
REPLACEMENT OF 9 SLIDING GLASS DOORS SIZE FOR SIZE IMPACT FL 13574.1 & NON IMPACT PRODUCT FL 13574.3					
11/15/2010	20101288	PR10,001-1500	\$137.50	2810 E VINA DEL MAR BLVD	
REPLACE 14 SIZE FOR SIZE WINDOWS - IMPACT GLASS & 2 DOORS					
11/29/2010	20101342	PR5,001-10,000	\$65.00	6161 GULF WINDS DR 141	
INSTALLING (8) IMPACT WINDOWS #239.5 #261.2					
11/29/2010	20101288	PR \$20,000 +	\$13.75	2810 E VINA DEL MAR BLVD	JOB INCREASE FROM 13600 TO 21400
REPLACE 14 SIZE FOR SIZE WINDOWS - IMPACT GLASS & 2 DOORS					
12/13/2010	20101399	PR 2,000-5,000	\$27.50	7740 BOCA CIEGA DR 112	
7 WINDOW REPLACEMENT - SIZE FOR SIZE					
12/16/2010	20101418	PR10,001-1500	\$115.00	449 85TH AVE	
REMOVE EXISTING DOORS & INSTALL 2 NEW SLIDING GLASS DOORS INTO EXISTING OPENINGS					
12/17/2010	20101422	PR10,001-1500	\$137.50	4631 MIRABELLA CT	
REPLACE 3 SLIDING GLASS DOORS SIZE FOR SIZE IMPACT					
12/22/2010	20101441	PR \$20,000 +	\$185.00	5396 GULF BLVD 204	
REPLACEMENT IMPACT SLIDING GLASS DOORS					
12/29/2010	20101455	PR 2,000-5,000	\$52.50	6161 GULF WINDS DR 244	
INSTALL 3 IMPACT RESISTANT WINDOWS SIZE FOR SIZE					
12/30/2010	20101463	PR5,001-10,000	\$105.00	5396 GULF BLVD 706	
SHUTTERS @ BALCONY RAILING 2 TOTAL 3 SECTION EACH, 2 MOTORS					

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION	
10/6/2010	20101093	PR 2,000-5,000	\$40.00	8001 SAILBOAT KEY BLVD B-	
REPLACE 3 WINDOWS WITH 3 IMPACT WINDOWS SIZE FOR SIZE					
10/6/2010	20101095	PR15,001-2000	\$172.50	8040 GULF BLVD	
REPLACE 20 WINDOWS SIZE FOR SIZE W/ IMPACT WINDOWS					

10/7/2010	20100401	PR \$20,000 +	\$26.25	4641 MIRABELLA CT	REVIEW - ADDITIONAL INCREASE JOB COST FROM 28900 TO 35885
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REPLACING 13 WINDOWS AND 3 DOORS SIZE FOR SIZE IMPACT. ADD TO JOB 10/7/2010
1 IMPACT DOOR, 1 IMPACT SLIDING GLASS DOOR, 1 IMPACT WINDOW

10/11/2010	20101118	PR 2,000-5,000	\$27.50	720 BOCA CIEGA ISLE DR
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REPLACE 8 WINDOWS

10/11/2010	20101112	PR15,001-2000	\$152.50	3043 W VINA DEL MAR BLVD
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REPLACE 5 WINDOWS, REPLACE 1 DOOR. INSTALL 5 HURRICAN SHUTTERS. INSTALL 1 REAR DOOR

10/26/2010	20101173	PR 2,000-5,000	\$27.50	5555 GULF BLVD APT 207
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REPLACE 2 WINDOWS SIZE FOR SIZE

10/28/2010	20101184	PR10,001-1500	\$137.50	3200 GULF BLVD 205
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REPLACE 5 WINDOWS AND 2 SLIDING GLASS DOORS SIZE FOR SIZE (IMPACT)

10/29/2010	20101191	PR \$20,000 +	\$166.25	107 29TH AVE
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43 STORM PANELS, 1 ROLL SHUTTER W/ MOTOR

11/17/2010	20101302	PR15,001-2000	\$167.50	4950 GULF BLVD 401
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INSTALLATION OF REPLACEMENT WINDOWS

11/23/2010	20101332	PR 2,000-5,000	\$27.50	340 79TH AVE
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REPLACING EXTERIOR DOORS BACK DOOR & PATIO DOOR SIZE FOR SIZE

11/29/2010	20101341	PR \$2,000 LES	\$15.00	5930 BIKINI WAY
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INSTALLING (1) DOOR W/IMPACT GLASS

11/30/2010	20101348	PR \$2,000 LES	\$15.00	200 1ST AVE 104
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REPLACE 2 IMPACT WINDOWS SIZE FOR SIZE

12/7/2010	20101373	PR5,001-10,000	\$85.00	5353 GULF BLVD BLDG A UNI
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REMOVE AND REPLACE 2 IMPACT SGD. SIZE FOR SIZE FL# 12965.3 (SLIDING GLASS DOORS)

12/7/2010	20101374	PR5,001-10,000	\$75.00	6111 2ND ST E 16
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REMOVE OLD WINDOWS AND REPLACE WITH VINYL IMPACT WINDOWS

12/9/2010	20101387	PR10,001-1500	\$122.50	6600 SUNSET WAY 308
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4 WINDOWS & 2 DOORS REPLACEMENT WITH IMPACT PRODUCT

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
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12/29/2010	20101454	PR \$2,000 LES	\$15.00	8701 BLIND PASS RD 201B
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INSTALL 2 NON IMPACT WINDOWS SIZE FOR SIZE. HOMEOWNER HAS OPENING PROTECTION/SHUTTERS

Total # of Plan Review 135

Public Services Department Quarterly Report (October, November & December 2010)

"The Public Services Department oversees the efficient and effective operations of the Public Properties, Recreation and Utilities Divisions in order to consistently deliver the highest quality of life and infrastructure to our island community."

City Commission Agenda Items

- Accept a proposal from Hill York to provide energy efficiency consulting for the design and implementation of an Energy Efficiency Program as required by the Florida Energy and Climate Commission Grant Agreement.
- Authorization for the City Manager to accept a proposal from Cardno TBE in an amount not to exceed \$202,644 to perform testing and cleaning on 10,080 linear feet of Master Pump Station wastewater force main. (In addition \$152,505 was approved to pay our share of testing and cleaning for the jointly owned force main with Treasure Island.)
- Ordinance 2010-33, Final Reading and Public Hearing, amending Chapter 58 of the Code of Ordinances (Community Center rental fees).
- Authorize the City Manager to enter into an agreement with Sieg & Ambachtsheer for specified Bridge Repairs at Vina Del Mar Bridge and Boca Ciega Isle Bridge for \$16,500.
- Authorize the City Manager to waive the bid requirements and enter into an agreement with Clark Sales Display, Inc in the amount of \$29,826 to supply and install Holiday Decorations for FY2011.
- Authorization for the City Manager to expend an additional \$18,513.10 to Bryant Miller Olive to develop a special assessment revenue source for the stormwater utility (request was withdrawn by the City Attorney).
- Authorization for the City Manager to enter into an agreement with the Florida Department of Transportation to reimburse the City for \$150,000 in landscaping improvements on Gulf Blvd and Blind Pass Road (SR 699).
- Authorization for the City Manager to enter into an agreement with the Florida Department of Transportation to reimburse the City for \$100,000 in landscaping improvements on the Pinellas Bayway (SR 682).
- Authorize the City Manager to enter into a purchasing agreement with Mrozek Services Group, LLC, in the amount of \$29,950 for a Hurricane Storm Screen for the Police Department north elevation glass curtain wall (grant funded project).
- Authorize the City Manager to enter into a three (3) year purchasing agreement with Traffic Control Products of Florida, Inc. in the amount of \$38,247.76 for pavement markings.
- Public Services FY10 4th Quarter Report.
- Project close out of the FY 2010 Corey Avenue Tree Replacement capital improvement project.
- Project close out of the FY 2010 Street Sign Inventory capital improvement project.
- Authorize the City Manager to enter into a purchasing agreement with All South Lightning Protection in the amount of \$15,406 for Lightning Protection and Cascading Equipment Transient Voltage Surge Suppression (TVSS) for the Reclaimed Water Booster Station.
- Authorize the City Manager to enter into a three (3) year agreement with Luke Brothers at a cost of \$49,330 per year for citywide tree trimming and maintenance.
- Authorization for the City Manager to enter into an agreement with Hill York in an amount not to exceed \$275,000 to provide energy efficiency consulting for the design and implementation of an Energy Efficiency Program as required by the Florida Energy and Climate Commission Grant Agreement.
- Authorize the City Manager to enter into an agreement with the State of Florida for grant assistance for the implementation of an Energy Efficiency Program.
- Authorize the City Manager to enter into a purchasing agreement with Kloote Contracting in the amount of \$244,225 to make street and sidewalk improvements in the Don CeSar area.
- Authorize the City Manager to enter into a Construction Agreement with FDOT for the Don CeSar Street and Sidewalk Improvement Project.

- Authorize the City Manager to enter into a purchase agreement with Sieg & Ambachtsheer for \$14,480 for additional bridge repairs on Vina Del Mar Bridge.
- Authorize submission of a Florida Department of Transportation (FDOT) Request for Temporary Closing/Special Use of State Road form to utilize State owned streets for the St. Pete Beach Classic.

Administration

- **Commission and Committee Meetings** – prepared for, attended and followed up on various City Commission, Beach Stewardship Committee, Recreation Advisory Committee, and Friends of St Pete Beach meetings.
- **St Pete Beach Classic** – Numerous meetings and countless hours working on making this special event happen. The City is taking over the event now so there was a lot to learn this first year. Race activities are on Friday 1/14/11 and Saturday 1/15/11. Based on budget figures, it looks like we are right around the breakeven point. We cannot thank the many people involved in making this event happen enough. What a great community event.
- **Beach Renourishment** – The Upham Beach renourishment project was completed October 20, 2010. Overall, the project added 160,000 cubic yards of sand to the beach and will provide critical shore protection to the beachfront structures and a wider beach for the public to enjoy.
- **Upham Beach T-Groin Repair** – County started the project this quarter and it is still underway. Coordinated and provided assistance as needed. With the weather we have concerns over the amount of sand that may be lost.
 - Notice to proceed was Thursday 11/4/10
 - Commencement date was 11/9/10
 - Project completion is projected for 3/19/11
 - Work is scheduled M-F from 7am to 7pm
- **One-Way Couplet Traffic Study** - Had a preliminary meeting with FDOT and held a public meeting on 11/11/10 to discuss the one-way couplet concept. Various stakeholders appear open to the idea but agree more in-depth study and modeling is needed. City Commission approved moving forward with the traffic study 1/11/11.
- **Wastewater Force Main Projects** – Meetings and planning in regards to the sub-aqueous inspection have led us to an inspection date of 1/14/11. CardnoTBE with Pure Technologies will complete the inspection. We should know if there are gas pockets and/or leaks by the end of January.
- **Stormwater Utility** – Completed the RFQ process; Woolpert was chosen as the rate consultant for the new Stormwater Utility. Negotiations have been on-going to decide on an appropriate cost for the rate study. Recommendation should go to City Commission 2/8/11.
- **FDOT Pedestrian Improvement Project** – Phase IV drawings have been completed and reviewed. FDOT personnel shall be at the 2/22/11 City Commission meeting to discuss the project. Landscape grants have been fully executed and the \$310,000 locked in. A notice to proceed with landscape design has been granted by FDOT. An RFQ will be issued for landscape architects in January.
- **Don CeSar Street and Sidewalk Project** – Bid specifications were completed and Kloote Contracting was awarded the Don CeSar Roadway Improvement project. Construction began on 1/3/11.
- **Blind Pass Road Reconstruction** – FDOT continued the design engineering throughout this quarter; answered questioned and provided information as needed.
- **Street Sign Inventory** – Project was completed; a CIP plan will be developed to replace signs on a per year basis.
- **Energy Efficiency Project** – Completed a RFQ and Hill York was awarded the purchasing agreement. Received the fully executed grant agreement and began work on the Energy Efficiency Project.
- **Bridge Maintenance Project** – RFP and bridge repairs were completed. Additional repairs to Vina Del Mar Bridge were required for the bridge rail posts.

- **Pavement Marking** – RFP was completed; Traffic Control Products of Florida was issued the purchasing agreement for the three year pavement marking contract. Based on pricing, the entire program should be finished in two years, instead of three.
- **LAP Certification** – LPA Group has taken over the LAP Certification submittal. LPA met with FDOT to review what has been compiled. Additional information and training is needed prior to FDOT certification.
- **Hurricane Storm Screen Project** – RFP was completed; Hurricane Storm Screen purchasing agreement was issued to Mrozek Services. Plans were reviewed, approved, and fabrication completed. Installation was on 1/5/11.
- **Holiday Decorations** – Holiday Decorations were successfully installed and removed.
- **Sidewalk and Curb CIP** – Sidewalk and curb RFP was issued and bids received. One bidder withdrew their bid and LS Curb Services was considered the low bidder. We are currently waiting on pricing for pavers, in lieu of stamped concrete, for the sidewalk at 8th Ave/Gulf Way. The rest of the sidewalk and curb work is going to City Commission on 1/25/11 for approval.
- **Reclaimed Water Booster Station** – Lightning and surge protection was bid and awarded to All-South Lightning Protection. Plans have been submitted for review. Construction can begin immediately following plan approval.
- **Hurricane Debris Removal** – Debris removal and monitoring was issued in an RFQ type format. Proposals have been received and are under review.
- **Alley Rehabilitation** – This RFP went out for re-bid as the first bid only received one contractor's pricing. The re-bid has been updated with further information and the amount of alleys has been minimized in order to meet the budget.
- **Stormwater Erosion and Sedimentation Control** – CIP Construction Manager received FDEP's inspector certification for Stormwater Erosion and Sedimentation Control

Public Properties Division

- Planted annuals, removed dead or hazardous trees and planted new ones.
- Prepared ball fields for adult softball and Little League games.
- Conducted routine playground safety inspections and made repairs.
- Ongoing maintenance of irrigation, turf, plants, trees, flags, lighting, play courts, ball fields, park amenities and equipment.
- Issued and inspected tree removal permits and fielded several calls from residents regarding a variety of horticulture issues.
- Ongoing maintenance of street signage, beach accesses, ROWs, potholes and alleys.
- Ongoing cleanup of parks, streets, and beaches, including graffiti removal and vandalism cleanup.
- Routine maintenance and repairs of all City buildings and facilities, including plumbing, electrical, lighting, air conditioning, outdoor lighting and flag maintenance.
- Provided assistance and support for special events including art shows, sidewalk sale, Concert in the Park Series, Halloween, Veteran's Day, Tree Lighting, Boat Parade, Land Parade, GBHM Tree Lighting, Boca Ciega Isle Luminaries.
- Installed several memorial benches on beach and in parks.
- Continued operation of new beach cleaner.
- Cleaned up palm fronds and made several sign repairs after numerous wind events.
- Cleaned/cleared overgrown street end at east end of 79th Ave.
- Removed all wooden bus shelters in preparation for PSTA's new shelters.
- Decorated tree, built decorations and displays, installed lights on trees in Horan Park for Holidays.
- Coordinated with Progress Energy to test old outlets and install some new ones on poles for Holiday decorations.
- Contractor installed decorations along Blind Pass Road, 75th Ave. and Gulf Blvd.
- Contractor repaired electric service to Merry Pier.
- Contractor installed new restroom partitions at Hurley Park and Pass-a-Grille Concession.

Utility Division

- 107 wastewater taps located this quarter (Sunshine One-Call).
- Responded to 11 reports of wastewater blockages.
- Responded 54 times to various lift stations for an alarm during and after work hours.
- Made one (1) wastewater service connection. (3206 E Maritana).
- Cleaned the crossover lines on Gulf Blvd and other areas of the City where heavy grease builds up in the lines.
- Several wastewater lines were cleaned and televised throughout the City.
- All lift stations were cleaned to remove the grease buildup.
- Updated the Utilities Division inventory list.
- Jet Truck had some mechanical repairs done & four new tires were put on.
- The Beltech Alarms system for the Lift Stations stopped working for a few days after extensive troubleshooting the problem was fixed.
- Lift Station #4 - repaired the 4" discharge pipe inside of the wet well.
- Pump Station # 2 - the 40HP pump is out of service for repairs.
- Lift Station # 7 - since the conversion we have had no alarms or problems at the station.
- Attended several site visits with contractors that will be working within the City's ROW.

Master Pump Station:

- All four pumps are running as they should be.
- Both wet wells were cleaned and the grease was removed.
- The touch screen for the Scada system went bad. It will cost around \$4,500 to replace. We are using a laptop computer to do the same thing the touch screen was doing to avoid the expenditure.
- On 10/21/2010 Progress Energy, SWS, E&E, and our Utilities Division met at the Master Pump Station and removed an area of 7x7x4 feet of contaminated soil from underneath the transformer.
- Met with Cardno TBE & TLC Diversified onsite; exposed & confirmed the size of the 18 inch HDPE pipe that will be used for the upcoming subaqueous testing and cleaning.

Reclaimed Water:

- Made several inspections and repairs to reclaimed water boxes throughout the City for residents.
- Responded to numerous reports of reclaimed or potable water leaks and took the appropriate action.
- Installed several reclaimed water hose bib adapters for residents.
- Installed new curb markers for stormwater and reclaimed water when we notice they are missing.

Stormwater:

- Stormwater grates were cleaned after rain events.
- Dug out 1st & 2nd Ave stormwater lines several times to ease street flooding.
- Several catch basins and stormwater lines were cleaned to ease flooding.
- Removed 108 feet of asphalt that someone poured in the stormwater curb line in front of 504 79th Ave.
- French drains were cleaned throughout the City.
- Televised several stormwater lines where we discovered barnacles built up in the pipes. It's our hope new stormwater utility will provide the resources needed to start addressing.

Recreation Division

The first quarter of the year is always extremely exciting and family-focused with a variety of special events. In October, the always-popular Concert in the Park Series reached new levels of popularity attendance with one of the concerts bringing over 500 patrons. The Recreation Division partnered with the newly formed Friends of St. Pete Beach group to attract local food vendors, invited local non-profit groups to sell beer and wine, and entertain the crowd with raffles and give-a-ways. The Division and the FOSPB secured valuable media partnerships with the Gabber, Paradise News, Beach Beacon and ClearChannel Outdoor as well as concert sponsorships and donations which allowed for increased advertising of the series. The Division is excited to make the 2011 Concert Series even more memorable.

The Division used this quarter to introduce brand-new events such as the pool's Halloween "Egg Haunt," Sundaes on Friday Movie Night and Family Game Night, all of which were huge successes and allowed the families in attendance to create special memories. In addition to brand-new events, we continued to host the traditional yearly events but added new elements to keep them fresh and exciting. The Tree Lighting Ceremony was a really enjoyable event with an arts and crafts station, popcorn and hot chocolate, bounce houses, a holiday movie on the big screen, and our signature spin on the event, Santa arriving by police boat. The boat parade included many sponsorships and partnerships that offset the budget and allowed for an extremely successful event at no cost to the City. A record number twenty-five boats registered for the event and was nearly double of past years. The land parade is a time honored tradition but we took it to the next level with the addition of a post-parade breakfast provided by McDonald's to give parade-goers complimentary refreshments and place to gather and socialize. Breakfast with Santa was another great event thanks to our sponsor Chick-fil-a. Other events during the quarter included: Thanksgiving and Holiday Camps for kids in grades 1st through 5th, a table tennis tournament, several Fabulous Final Fridays and Tween Parties and the start-up of Senior Excursions.

All sports leagues started for the Fall/Winter and classes continued with steady attendance. The Aquatic Center has the luxury of a heated pool which keeps swimmers coming daily and participating in its classes and programs even throughout the cold fall months. A new holistic aquatic class was added and existing programs such as SCUBA, swim lessons, Lifeguard Certification classes, etc. continued with steady attendance. Rentals were strong in October yet November and December showed the decline in rentals that became a trend after the new higher rates were put into place. After careful examination of the rental rates, the economy, and competitors' rates, the Division reinstated lower rates and ended the Preferred Caterer agreements to very positive feedback from renters. 2011 should prove to be another strong year for rentals.

The Recreation Division continues to work hard and succeed at offering quality events and programs to all patrons. We are looking forward to a brand new schedule of senior excursions and luncheons, the addition of two new yard sales due to popular demand, movies in the park, table tennis tournaments, a health and wellness fair, Kiwanis Club events, a children's fishing derby, beach cleanups, and the St. Pete Beach Classic which the Division hopes to cultivate as its premier signature event. Our focus is to continue serving our patrons of many different age groups and provide them with quality leisure activities and enhance their quality of life.

Community Center/Programming

- Concert in the Park series in October – partnership with Friends of St Pete Beach to provide five concerts for residents and guests, averaging 250 people in attendance
- Three Fabulous First Friday events held October through December averaging 33 kids in attendance
- Five Senior Excursions hosted
- Day Out Camp hosted – Friday, October 15th
- Beach Cleanup hosted – Saturday, October 16th at Pass-A-Grille and Upham Beaches

- Working on a partnership with Paradise Grille to offer a reduced fee for breakfasts to those who participate in the semi-annual Beach Cleanups at Pass-A-Grille beach
- Tutoring and Sport Technique Program Halloween Party - Thursday, October 28th
- Elections – Tuesday, November 2nd - Gymnasium and Warren Webster Buildings
- Montessori Fish Broil Event – Saturday, November 6th - 3:00pm-7:00pm – staff hosted information booth to promote the Center at the event
- Table Tennis Tournament hosted – Saturday, November 6th
- Men's "B" Softball League, Men's "C" Softball League, Men's 18+ Basketball League, and Men's 30+ Basketball League all started back up for Fall/Winter season
- "Sundaes on Friday" event hosted – Friday, November 12th
- Recreation Advisory Board Meeting - Tuesday, November 16th - 9:00am - City Hall
- Start Smart Sports program began with solid group of participants
- Holiday Tree Lighting Ceremony hosted – Friday, December 3rd
- Staff attended Recreation Directors Meeting - Wednesday, December 8th, 1:00pm - Seminole SPC.
- Boat Parade hosted - Friday, December 10th, Merry Pier - Santa, luminaries on the sea wall, start of the parade route with parade ending around Egan Field.
- Land Parade hosted - Saturday, December 11th
- Boat Parade Awards Banquet hosted- Thursday, December 16th
- Two weeks of Holiday Camp held with twelve participants – December 20th - December 23rd and December 27th – December 30th
- Breakfast with Santa hosted- December 23rd

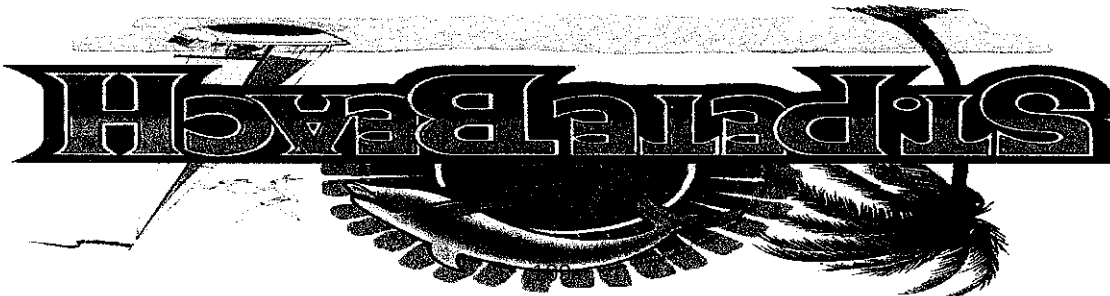
Marketing/Rentals

- Secured Buona Pizza as table tennis tournament food sponsor
- Secured The Gabber, Beach Beacon, Paradise News and ClearChannel Outdoor as marketing sponsors of the October Concert Series
- Designed weekly custom print and billboard ads for each concert
- Reserved ad space in Beach Beacon "Welcome Back Snowbirds" issue -- designed full-color ad, composed write up
- Redid all rental pricing guides, request forms, websites, etc. to promote new changes to rates and Preferred Caterers as passed in the Commission meeting
- Mailed out over 200 Holiday Parade packets to local businesses and neighborhood/civic associations encouraging participation in both holiday parades
- "Sundaes on Friday" Movie Night featured on the front page of the Diversions section of the Beach Beacon line of papers – only event in St. Pete Beach featured for the week
- Created tri-fold information board to display at Recreation's booth at the Montessori Fish Broil and during voting at the Center
- Putting together research of area events that we can host an informational/promotional booth at
 - Currently talking to organizers from Rib Fest, Gulfport Art Walks, and Senior Connection "Senior Fun Day" events
- Asked by organizer of MADD's Festival of Trees and Wreaths to develop posters and other promotional materials for the event to be held here at the Center
- Over 200 poster-size flyers advertising all City Holiday Events professional printed and distributed all over SPB and surrounding cities
- Secured Chick-fil-a as Breakfast with Santa sponsor and McDonald's as parade breakfast sponsor
- Sent out 100 hand-written Christmas cards with free pool visit voucher to various people in the community
- Ordered custom photo postcards and sent out thank you cards to all of the Land Parade and Boat Parade participants
- The Community Center hosted:
 - Chambers of Commerce's Board of Director's Retreat

- Police DUI Training
- Traffic Study Public Meeting
- Elections
- Mirabella HOA Meeting
- Bayside Condos Meeting
- Blind Pass Villas Association Meeting
- MADD Festival of Wreaths and Trees
- Gulf Beaches Historical Museum Meeting
- Bella Vista Holiday Party
- Boca Ciega High School Cross Country Banquet
- Sunrise Condo Association Meeting
- Point Pass-a-Grille Association Meeting
- Isle of the bay Association Meeting

Aquatics

- Seven pool rentals were hosted at the pool from October-December
- Water Aerobics Class meets on Tuesday/Wednesday/Thursday afternoon with regular weekly attendance
- Boca Ciega High School Swim Team practiced and held three home Swim Meets
- Keswick High School Swim Team and held three home Swim Meets
- Offered several Fall Stroke clinics to Adults, private lessons to Children and Adults, and Adult Swim Class and SCUBA classes by Jim's Dive Shop
- Halloween Egg Haunt hosted – Saturday October 23, over 150 participants in attendance
- United States Air Force used the pool for recruit training
- Aquatic Coordinator and Aquatic Staff attended a "Creating Revenue in Aquatics" Seminar in Largo
- Water Aerobics Class held its Annual Luncheon at Sea Hags
- New Aquatic Holistic Workout Class added
- Offered extended Pool Hours over the Thanksgiving and Christmas Holiday
- Aquatic Staff taught a Lifeguard Certification Course over the Christmas Break



ST. PETE BEACH POLICE DEPARTMENT
200 76th AVENUE
ST. PETE BEACH, FL 33706
CHIEF DAVID ROMINE

TO: Mike Bonfield; City Manager

FROM: David Romine; Chief of Police

SUBJECT: 1st Quarter Report - FY 2011

DATE: Friday, January 14, 2011

This first quarterly report for FY 2011 covers select Police Department activities for the months of October, November and December 2010.

OCTOBER

- 10/6/10 - Chief Romine attended RCPI (Regional Community Policing Institute) Advisory Committee Meeting at St. Petersburg College.
- Chief Romine met with the National Highway Traffic Safety Administration - FL Law Enforcement Liaison Larry Coggins at the Police Department.
- 10/7/10 - Chief Romine met with FDOT Representatives at the Police Department related to grant monies for the Pedestrian Safety Enforcement Programs.
- 10/8-10/9/10 - The Police Department conducted two DUI checkpoints.
- 10/13/10 - Chief Romine attended the Pinellas Police Standards Council Meeting.
- 10/14/10 - Chief Romine (as President) chaired the Tampa Bay Area Chiefs of Police Association monthly board meeting.
- 10/25/10 - Chief Romine attended a 1-day conference, held in Orlando, Florida for the International Association of Chiefs of Police.

NOVEMBER

11/8/10 -	Chief Romine guest lectured a criminal justice class at the Tampa U.S.F. Campus.
11/9/10 -	Chief Romine presented (as Club President) an appreciation award from the Gulf Beaches Kiwanis Club to the City of St. Pete Beach at the City Commission Meeting.
11/10/10 -	The Police Department hosted a regional D.U.I. Task Force meeting with/for Judge Overton at the Police Department.
11/11/10 -	Chief Romine met with the new area representative for MADD (Mothers Against Drunk Driving).
11/15/10 -	Detective Bruce Johnson was promoted to Sergeant Bruce Johnson at a 10:00 a.m. ceremony at the Police Department.
11/16/10 -	Chief Romine and City Manager Mike Bonfield met with representatives from the F.O.P. to discuss pension funding issues.
11/17/10 -	Chief Romine and staff met with representatives of a red light camera company for information and discussion.
11/18/10 -	Chief Romine presided over the monthly meeting of the Tampa Bay Area Chiefs of Police Association.
11/19/10 -	Several Police Department staff attended the City Health Fair at the Rec. Center.
11/24/10 -	Chief Romine, Captain Horianopoulos and Records Supervisor Mollie Taaffe attended an ACISS meeting at the Police Department.

DECEMBER

12/5/10 - The Police Department assisted with the annual Jim's Harley Davidson Toy Run to help raise money for children for Christmas.

12/8/10 - Police Department and Fire Department staff attended the Annual Gold Shield Foundation luncheon in Tampa.

12/9/10 - Chief Romine presided over the monthly board meeting of the Tampa Bay Area Chiefs of Police Association.

12/10/10 - Several members of the City attended the Gulf Beaches Kiwanis Club's Annual Leadership Prayer Breakfast at St. John's.

The Police Boat and staff led the Annual City Christmas Boat Parade.

12/11/10 - The Police Department participated in and facilitated the Annual City Christmas Land Parade.

12/22/10 - Chief Romine attended a meeting for Attorney General Pam Bondi's Law Enforcement transition team in Tampa.

Included with this first quarterly report for FY 2011, is the year to date totals with comparison to 2010.

As always, I am available to answer any questions.

Sincerely,


David Romine
Chief of Police

cc: Captain Horianopoulos
Police Department Sergeants



ST. PETE BEACH POLICE DEPARTMENT

To: Mike Bonfield
From: Chief David Romine
Date: January 14, 2011
Sub: 1st Quarterly Report - FY 2011

CALLS FOR SERVICE

<u>Quarter 1</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Quarter 4</u>	<u>YTD</u>	<u>YTD</u>
2010	2011	2010	2011	2010	2011	2010	2011	2010	2011
3,663	3,810	3,547		4,455		4,373		3,663	3,810

POLICE WRITTEN REPORTS

<u>Quarter 1</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Quarter 4</u>	<u>YTD</u>	<u>YTD</u>
2010	2011	2010	2011	2010	2011	2010	2011	2010	2011
1,624	1,401	1,496		2,105		1,668		1,624	1,401

TRAFFIC ENFORCEMENT

TRAFFIC CRASHES

<u>Quarter 1</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Quarter 4</u>	<u>YTD</u>	<u>YTD</u>
2010	2011	2010	2011	2010	2011	2010	2011	2010	2011
75	60	70		107		83		75	60

SPEEDING CITATIONS

<u>Quarter 1</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Quarter 4</u>	<u>YTD</u>	<u>YTD</u>
2010	2011	2010	2011	2010	2011	2010	2011	2010	2011
177	77	54		105		78		177	77

TRAFFIC CITATIONS (ALL)

<u>Quarter 1</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Quarter 4</u>	<u>YTD</u>	<u>YTD</u>
2010	2011	2010	2011	2010	2011	2010	2011	2010	2011
531	357	410		815		362		531	357

ST. PETE BEACH POLICE DEPARTMENT



ARRESTS

FELONY ARRESTS

Quarter 1 2010	Quarter 1 2011	Quarter 2 2010	Quarter 2 2011	Quarter 3 2010	Quarter 3 2011	Quarter 4 2010	Quarter 4 2011	YTD 2010	YTD 2011
32	30	14		40		41		32	30

FELONY WARRANT ARRESTS

Quarter 1 2010	Quarter 1 2011	Quarter 2 2010	Quarter 2 2011	Quarter 3 2010	Quarter 3 2011	Quarter 4 2010	Quarter 4 2011	YTD 2010	YTD 2011
4	2	4		5		5		4	2

MISDEMEANOR ARRESTS

Quarter 1 2010	Quarter 1 2011	Quarter 2 2010	Quarter 2 2011	Quarter 3 2010	Quarter 3 2011	Quarter 4 2010	Quarter 4 2011	YTD 2010	YTD 2011
58	57	55		87		71		58	57

MISDEMEANOR WARRANT ARRESTS

Quarter 1 2010	Quarter 1 2011	Quarter 2 2010	Quarter 2 2011	Quarter 3 2010	Quarter 3 2011	Quarter 4 2010	Quarter 4 2011	YTD 2010	YTD 2011
12	10	14		12		8		12	10

D.U.I. ARRESTS

Quarter 1 2010	Quarter 1 2011	Quarter 2 2010	Quarter 2 2011	Quarter 3 2010	Quarter 3 2011	Quarter 4 2010	Quarter 4 2011	YTD 2010	YTD 2011
26	23	16		26		15		26	23

LOCAL ORDINANCE VIOLATIONS

Quarter 1 2010	Quarter 1 2011	Quarter 2 2010	Quarter 2 2011	Quarter 3 2010	Quarter 3 2011	Quarter 4 2010	Quarter 4 2011	YTD 2010	YTD 2011
11	12	25		128		31		11	12

TOTAL ARRESTS (Including LOVs)

Quarter 1 2010	Quarter 1 2011	Quarter 2 2010	Quarter 2 2011	Quarter 3 2010	Quarter 3 2011	Quarter 4 2010	Quarter 4 2011	YTD 2010	YTD 2011
143	134	128		298		171		143	134

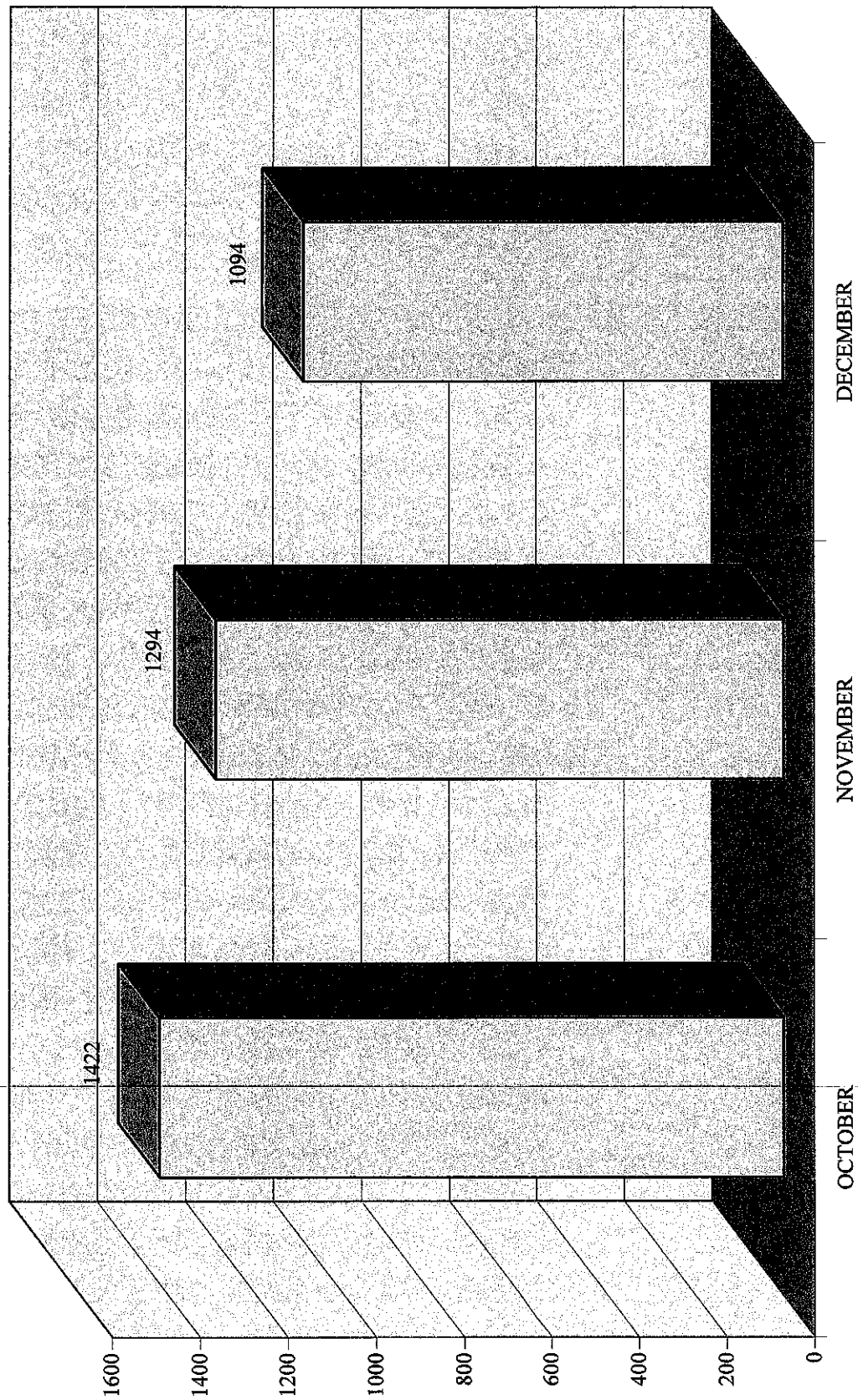
ST. PETE BEACH POLICE DEPARTMENT

Total Calls For Service - 1st Quarter 2011

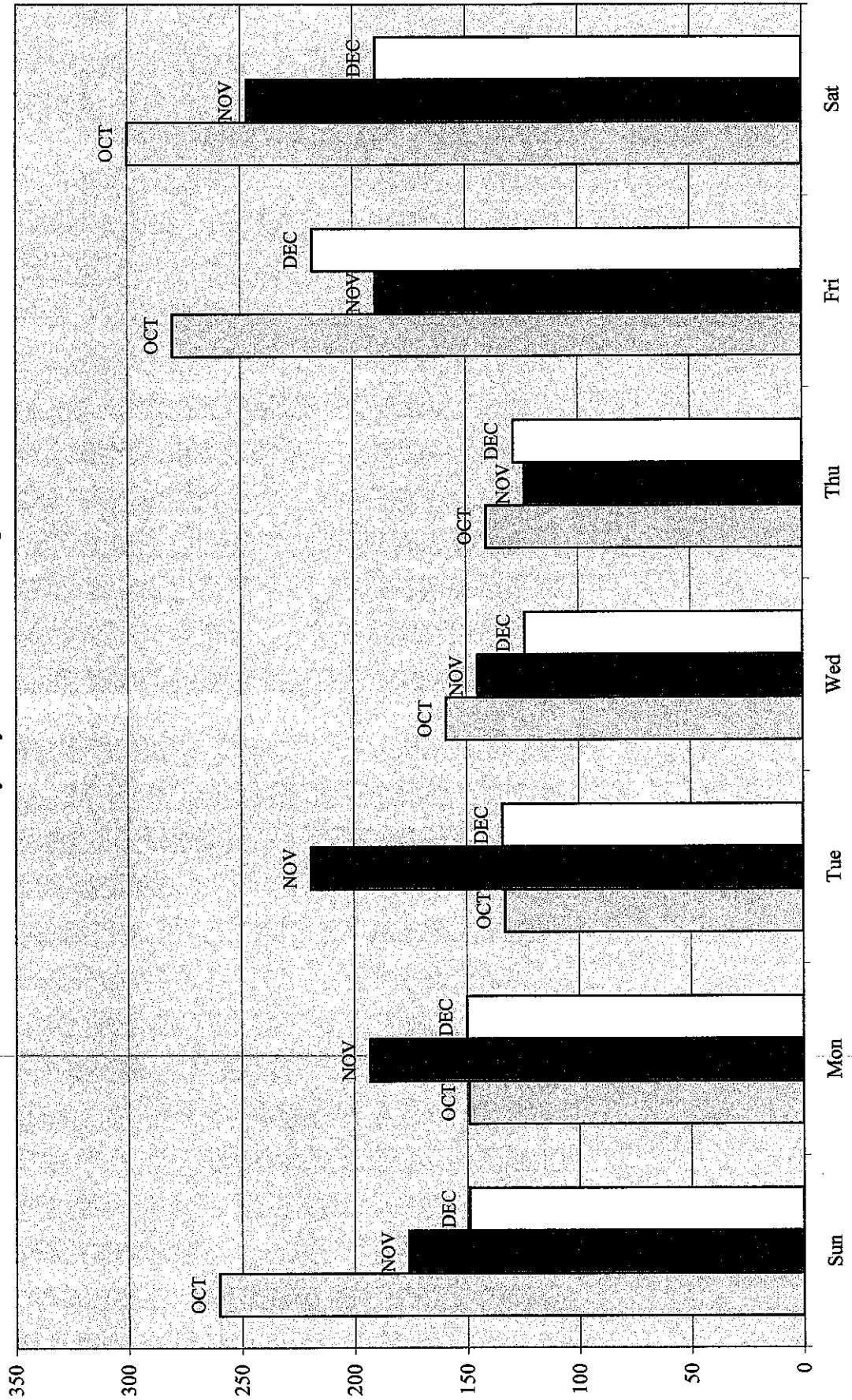
OCTOBER									NOVEMBER									DECEMBER								
Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TOTAL	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TOTAL	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TOTAL		
0000	14	11	6	11	11	14	23	90	10	13	11	7	11	7	10	69	7	4	6	5	5	10	11	48		
0100	12	7	6	13	4	7	14	63	9	3	7	7	3	12	14	55	10	2	2	7	2	10	13	46		
0200	8	6	7	12	6	12	19	70	4	3	7	8	3	9	11	45	5	7	2	6	6	12	4	42		
0300	12	3	3	3	9	8	17	55	3	7	8	3	8	8	12	49	8	6	7	4	6	8	10	49		
0400	8	8	2	4	2	2	15	41	2	7	4	4	2	7	5	31	6	1	2	2	3	4	7	25		
0500	6	9	3	1	5	10	11	45	1	4	6	9	4	6	6	36	3	1	1	0	1	1	5	12		
0600	3	1	5	10	3	6	3	31	3	8	5	1	4	5	4	30	1	4	2	2	0	4	4	17		
0700	9	13	6	9	12	6	9	64	11	13	15	8	7	9	8	71	4	10	10	7	4	7	5	47		
0800	14	5	12	11	7	11	13	73	18	10	21	9	5	13	16	92	9	11	13	5	4	15	10	67		
0900	7	8	5	6	4	17	10	57	12	15	16	6	7	8	15	79	10	14	9	7	6	9	8	63		
1000	10	5	5	2	5	15	14	56	9	10	11	4	5	7	7	53	10	16	8	7	11	10	8	70		
1100	14	9	6	3	3	12	9	56	10	14	8	6	4	7	12	61	7	8	10	9	4	14	11	63		
1200	9	5	6	5	6	5	12	48	6	10	10	0	3	11	11	51	6	8	11	7	3	6	7	48		
1300	16	14	5	9	5	13	11	73	5	12	13	9	2	4	14	59	9	6	4	4	6	11	3	43		
1400	12	4	7	7	5	7	15	57	16	11	8	8	5	8	11	67	14	7	4	5	2	10	10	52		
1500	11	7	4	4	2	13	8	49	5	3	13	12	7	4	9	53	5	6	2	6	8	8	4	39		
1600	8	4	4	5	3	10	6	40	7	6	10	4	3	5	7	42	2	7	1	6	2	9	7	34		
1700	16	2	2	1	1	11	5	38	6	5	3	6	2	6	11	39	2	6	10	5	4	10	12	49		
1800	13	3	5	4	3	10	6	44	6	7	4	4	0	4	5	30	4	1	5	3	4	5	9	31		
1900	9	2	6	5	8	6	5	41	6	3	2	3	2	10	9	35	2	0	2	4	1	6	8	23		
2000	3	7	3	5	5	13	9	45	4	6	3	3	5	6	8	35	0	2	1	3	2	6	6	20		
2100	13	3	8	9	5	15	21	74	7	7	7	4	11	6	11	53	6	5	5	6	7	14	5	48		
2200	17	7	3	12	11	27	15	92	6	7	15	8	6	12	18	72	11	10	6	9	19	22	14	91		
2300	16	6	14	8	16	30	30	120	10	9	12	12	15	16	13	87	8	8	11	5	19	7	9	67		
TOTAL	260	149	133	159	141	280	300	1422	176	193	219	145	124	190	247	1294	149	150	134	124	129	218	190	1094		

OCTOBER 1422
NOVEMBER 1294
DECEMBER 1094

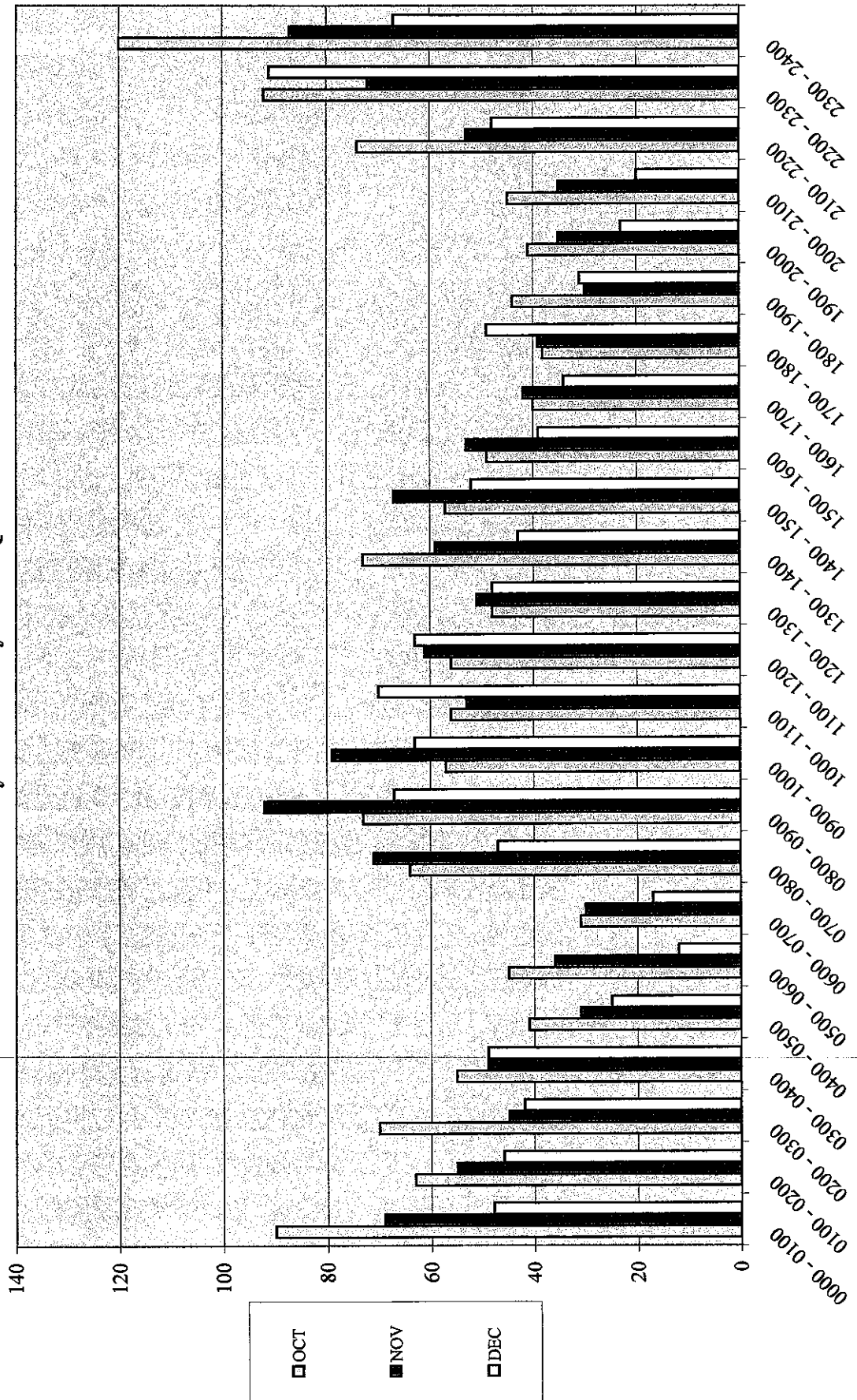
ST. PETE BEACH POLICE DEPARTMENT
Total Calls for Service for 1st Quarter 2011



ST. PETE BEACH POLICE DEPARTMENT
Calls for Service by Day of Week for 1st Quarter 2011



ST. PETE BEACH POLICE DEPARTMENT
Calls for Service by Hour of Day for 1st Quarter 2011



Hour	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
0	14	11	6	11	11	14	23
1	12	7	6	13	4	7	14
2	8	6	7	12	6	12	19
3	12	3	3	3	9	8	17
4	8	8	2	4	2	2	15
5	6	9	3	1	5	10	11
6	3	1	5	10	3	6	3
7	9	13	6	9	12	6	9
8	14	5	12	11	7	11	13
9	7	8	5	6	4	17	10
10	10	5	5	2	5	15	14
11	14	9	6	3	3	12	9
12	9	5	6	5	6	5	12
13	16	14	5	9	5	13	11
14	12	4	7	7	5	7	15
15	11	7	4	4	2	13	8
16	8	4	4	5	3	10	6
17	16	2	2	1	1	11	5
18	13	3	5	4	3	10	6
19	9	2	6	5	8	6	5
20	3	7	3	5	5	13	9
21	13	3	8	9	5	15	21
22	17	7	3	12	11	27	15
23	16	6	14	8	16	30	30

Hour	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
0	10	13	11	7	11	7	10
1	9	3	7	7	3	12	14
2	4	3	7	8	3	9	11
3	3	7	8	3	8	8	12
4	2	7	4	4	2	7	5
5	1	4	6	9	4	6	6
6	3	8	5	1	4	5	4
7	11	13	15	8	7	9	8
8	18	10	21	9	5	13	16
9	12	15	16	6	7	8	15
10	9	10	11	4	5	7	7
11	10	14	8	6	4	7	12
12	6	10	10	0	3	11	11
13	5	12	13	9	2	4	14
14	16	11	8	8	5	8	11
15	5	3	13	12	7	4	9
16	7	6	10	4	3	5	7
17	6	5	3	6	2	6	11
18	6	7	4	4	0	4	5
19	6	3	2	3	2	10	9
20	4	6	3	3	5	6	8
21	7	7	7	4	11	6	11
22	6	7	15	8	6	12	18
23	10	9	12	12	15	16	13

Hour	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
0	7	4	6	5	5	10	11
1	10	2	2	7	2	10	13
2	5	7	2	6	6	12	4
3	8	6	7	4	6	8	10
4	6	1	2	2	3	4	7
5	3	1	1	0	1	1	5
6	1	4	2	2	0	4	4
7	4	10	10	7	4	7	5
8	9	11	13	5	4	15	10
9	10	14	9	7	6	9	8
10	10	16	8	7	11	10	8
11	7	8	10	9	4	14	11
12	6	8	11	7	3	6	7
13	9	6	4	4	6	11	3
14	14	7	4	5	2	10	10
15	5	6	2	6	8	8	4
16	2	7	1	6	2	9	7
17	2	6	10	5	4	10	12
18	4	1	5	3	4	5	9
19	2	0	2	4	1	6	8
20	0	2	1	3	2	6	6
21	6	5	5	6	7	14	5
22	11	10	6	9	19	22	14
23	8	8	11	5	19	7	9

St. Pete Beach Police Department
 200 7th Ave
 St. Pete Beach, FL 33706
 Report From: 12/01/2010 00:00 To: 12/31/2010 23:59
 Date: 1/5/2011
Out Calls for Service Analysis

Hour	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
0	31	28	23	23	27	31	44
1	31	12	15	27	9	29	41
2	17	16	16	26	15	33	34
3	23	16	18	10	23	24	39
4	16	16	8	10	7	13	27
5	10	14	10	10	10	17	22
6	7	13	12	13	7	15	11
7	24	36	31	24	23	22	22
8	41	26	46	25	16	39	39
9	29	37	30	19	17	34	33
10	29	31	24	13	21	32	29
11	31	31	24	18	11	33	32
12	21	23	27	12	12	22	30
13	30	32	22	22	13	28	28
14	42	22	19	20	12	25	36
15	21	16	19	22	17	25	21
16	17	17	15	15	8	24	20
17	24	13	15	12	7	27	28
18	23	11	14	11	7	19	20
19	17	5	10	12	11	22	22
20	7	16	7	11	12	25	23
21	26	15	20	19	23	35	37
22	34	24	24	29	36	61	47
23	34	23	37	25	50	53	52

Call Type	Number of Calls	Calls Generating Case Reports
911 Cell Phone	9	8
911 Hang Up	54	51
Administrative Task	9	0
Aircraft Complaint	1	1
Alarm	79	78
Animal Complaint	14	11
Area Check	145	4
Assault	1	1
Assist Citizen	67	45
Assist Other Agency	62	47
B/A	5	4
Bar Check	33	0
Battery	41	39
Battery in Progress	2	2
Beach patrol	202	0
Boating Complaint	5	5
Bomb Threat	2	2
Business Check	52	0
Burglary	25	25
Burglary in Progress	3	3
Civil Matter	2	2
Coffee Break	2	0
Confused Person	4	3
Contact Message	2	1
Crime Prevention	2	2
Criminal Mischief	21	21
Death	1	1
Defrauding	7	7
Inkeeper		
Disabled Vehicle	11	3
Disturbance	33	32

Call Type	Number of Calls	Calls Generating Case Reports
Domestic - Verbal	46	44
Domestic Battery	10	10
DUI Driver Being Followed	4	4
Eviction	1	1
Fight	17	17
Fire	1	1
Follow up	90	6
Foot Patrol	140	1
Forgery	1	1
Found Property	19	16
Fraud	10	10
Harassing Phone Calls	8	7
Harassment	9	8
Hazard	6	5
Indecent Exposure	2	2
Intoxicated Subject	29	27
Juvenile Complaint	20	17
Landlord/Tenant	4	3
Lost Child / Person	1	1
Lost Property	9	8
Marchman Act	1	1
Meal Break	78	0
Mentally Ill Subject	1	1
Missing Adult	3	3
Missing Person / Runaway	7	7
Narcotics Violation	3	2
Neighborhood Check	761	0
Neighborhood Dispute	1	1
Noise Complaint	110	104
Open Door	7	7
Ordinance Check/ Violation	47	42

Call Type	Number of Calls	Calls Generating Case Reports
Other Police Call	4	2
Other Police Task	7	0
Out at Court	5	0
Out of City	25	1
Out of Vehicle	191	7
Out with Subject	109	19
Out With Vehicle	19	3
Overdose	7	7
Parking Problem / Violation	38	31
Police Information	9	6
Property Damage	6	6
Provider	3	3
Reckless / Careless Driving	10	9
Reckless/ Aggressive Vehicle	15	14
Robbery	2	2
Sexual Battery	2	2
Special Detail	10	0
suicide	3	3
Suspicious Circumstances	55	51
Suspicious Person	49	47
Suspicious Vehicle	14	13
Theft	84	78
Theft - Auto	1	1
Theft in Progress	2	2
Traffic Crash	64	64
Traffic Detail - Directed Patrol	23	0
Traffic Stop	516	21
Training	3	0
Transporting Prisoner / Civilian	52	1
Trespass	17	17
Trouble with Individual	91	88

Call Type	Number of Calls	Calls Generating Case Reports
Vacation House Check	15	0
Warrant	4	3
Welfare Check	22	21
Totals	3809	1276

To: Mike Bonfield, City Manager

From: Tom Malone, Fire Chief

Date: January 14, 2011

Subject: 1st Quarter Report FY 2011 – Fire Department

During the 1st quarter of FY 2011 the Fire Department participated in an ISO Audit of all Training Records and Hydrant Testing. Prior to the Audit, the Fire Department records had been transitioned to a Target Safety Database that stores training records and continuing education information, actively shows webinars and helps Pinellas County Fire Station personnel interact and share updated information.

- Fire Administration complied with all ISO Audit requests and is patiently waiting for an update. Fire personnel participated in Hydrant Testing and all of the proper documentation for ISO compliance.
- All Paramedics and EMT's were recertified for the New Year 2011.
- Fire Marshal Hand assisted other agencies in transporting over-sized vehicles from Corey Avenue to Sixth Avenue.
- A comprehensive Quality Assurance Review of EMS Reports for the year 2010 was performed.
- A 911 call regarding a large Boat Fire needed assistance for people and canines onboard the craft. Several agencies responded including: SPBFD, SPBPD, Coast Guard and fellow boat owners. All were saved onboard.
- Hurricane Season ended with no impact to the City as was in previous years.
- The Fire Fighters collected over \$700 at the Corey Avenue Arts & Crafts Show. All proceeds were donated to Support Our Troops Charity.
- The Fire Department employees participated in several Christmas charities for All Children's Hospital, MADD, Cub Scouts and schools.
- The Fire Department provided public education to several business and schools during Fire Prevention Week.
- Fire Administration personnel handled several Hurricane Evacuation meetings that were addressed to Condo Board Associates and other business owners.
- The Fire Department responded to 551 calls for service (399 EMS, 22 Structure Fires, 25 Vehicle Crashes, 63 Fire Alarms, 4 Water Rescue, 2 Structure Fire Investigations and 38 Miscellaneous/Other) during the 1st quarter of FY2011.