



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, February 22, 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. FDOT presentation on Gulf Blvd/Blind Pass Road Pedestrian Safety Improvement project (SR 699 from 35th Ave to 93rd Ave).**
 - b. Support Our Troops Report - Terri Finnerty**
 - c. Update on litigation cases - City Attorney**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person on issues that are not on the agenda.
- 4. Consent**
 - a. Approval of February 8, 2011 Regular Meeting Minutes**
 - b. Authorization for the City Manager to temporarily reduce the Upham Beach portion of monthly minimum**

rent paid to the City from Paradise Sweets, LLC by 33.3% (\$737.76 per month) for the months of February thru May 2011 or the duration of the Upham Beach T-Groin project.

- c. Authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for 2011 Corey Avenue Merchant Association events.**

5. Ordinances

- a. Ordinance 2010-31 Final Reading and Public Hearing amending Divisions 6 and 31 of the City's Land Development Code relating to permitted ancillary uses and standards for development in Traditional Hotel District, excluding height.**
- b. Ordinance 2011-04, Final Reading and Public Hearing amending the Capital Improvements Element of the City's Comprehensive Plan to update the Five-Year Schedule of Capital Improvements.**
- c. Ordinance 2011-06, Final Reading and Public Hearing, amending Chapter 66 Pensions and Retirement, Article IV, Firefighters' Pension Plan, Section 66-253(a) Conditions of Eligibility of the City of St. Pete Beach Code of Ordinances**
- d. Ordinance 2011-08, Final Reading and Public Hearing, adjusting connection, reconnection and disconnection fees to \$75.00.**
- e. Ordinance 2011-07, First Reading amending Chapter 98 of the Code of Ordinances, Article I regarding buildings and building regulations to require all new municipal buildings to be constructed to be "LEED" or "FGBC" certified.**

6. Resolutions

- a. Resolution 2011-05, approving a membership reapportionment plan for the Pinellas County Metropolitan Planning Organization**

7. Action Items

- a. Authorization for the City Manager to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with Hub City Ford for the purchase of two unmarked 2011 Ford Fusion police detective vehicles equipped with low profile**

undercover emergency lights and sirens in the amount of \$37,144.

- b. Authorization for the City Manager to waive bid requirements and enter into an agreement with Duval Ford for the purchase of one 2011 Ford Crown Victoria police vehicle in the amount of \$21,376.00**
- c. Authorization for the City Manager to enter into a Memorandum of Understanding with the Pinellas County Sheriff's Office to provide the City licensing and access to the Augmented Computer Information Support System (ACISS) and the Automated Report Management System (ARMS) operated and maintained by the Pinellas County Sheriff's Office for the completion of police reports and police records management.**
- d. Authorization for the City Manager to waive bid requirements and enter into an agreement with TriTech Software Systems for the purchase of computer aided dispatch software to be installed at the police department communications center in the amount of \$21,980.00.**
- e. Authorization for the City Manager to enter into an agreement with Dell Marketing LP for the purchase of one computer network server system in the amount of \$10,426.55.**
- f. Authorization for the City Manager to enter into an agreement with the Florida Department of Environmental Protection accepting a matching Land and Water Conservation Fund Program grant in the amount of \$200,000.00 to be used for the acquisition of additional land at Egan Park.**

8. Items for Discussion

a. City Manager's Annual Evaluation

9. City Manager, City Attorney and City Commission Reports

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: FDOT presentation on Gulf Blvd/Blind Pass Road Pedestrian Safety Improvement project (SR 699 from 35th Ave to 93rd Ave).

Date: 2/22/11

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: FDOT is wrapping up plans for the pedestrian safety improvements scheduled to be constructed this fall. This project will enhance pedestrian safety on Gulf Blvd between 35th Ave and 93rd Ave by building pedestrian refuge islands with crosswalks, raised medians and other minor operational improvements at various locations along the corridor. This project lets on 5/25/2011 and there are anywhere between 90 to 120 days after that for work to begin. Based on this construction will begin in the fall of 2011. At this time we have requested FDOT come to the City Commission meeting to discuss the final scope of the project and address any remaining questions.

FDOT will not be installing the landscaping for this project. The City received three grants totaling \$310,000 for this work and will be doing the landscaping ourselves. The grant agreements have been approved by both FDOT and the City Commission. City staff is currently working through the RFQ process to select a landscape design professional to assist with developing the project scope.

Reviewed by
City Manager:

City Attorney Cost
Fiscal Year 2010 - 2011

Date of Service	Chmielewski	Pyle vs. DCA	Pyle vs. SPB	Edwards vs. SPB	SPB vs. Woods Mediation	Metz vs. SPB (Garnett)	Sowa	Chmielewski vs. SPB (Inverse Condemnation)	Pyle litigation (SOLV Petitions)	Master Pump Station	Kadoura vs. SPB	Kadoura & McCormick vs. SPB	Labor Atty.	Coconut Inn	Schechner vs SPB	Challenge to Dolphin Village Approval	Threatened litigation Enforcement	Dr. Pyle litigation 2010	Complaint writ of Mandamus Sunshine Law Violation	Robert & Geraldine Pletcher	Kadoura v City, Sunshine Law Appeal	Public Records Lawsuit	Threatened litigation Waves Condo	Threatened litigation Electronic Records	Total
10/31/09				\$ 902.50	\$ 275.00		\$ 209.13		\$ 95.35		\$ 49,336.70														\$ 50,818.68
11/30/09	\$ 205.00	\$ 2,154.22		\$ 512.50	\$ 526.00		\$ 2,020.88	\$ 2,074.50	\$ 10,337.16	\$ 307.50	\$ 14,236.74	\$ 656.00	\$ 1,461.50												\$ 34,492.00
12/31/09		\$14,652.10		\$ 1,127.75	\$ 2,203.68	\$ 2,910.50	\$ 1,293.50	\$ 102.50	\$ 537.53		\$ 4,147.13														\$ 26,974.69
1/31/10		\$ 594.00	\$ 358.12	\$ 769.52	\$ 3,199.75	\$ 163.62	\$ 72.75				\$ 10,345.93														\$ 15,503.69
2/28/10		\$ 256.02	\$ 324.71	\$ 83.25	\$ 665.00	\$ 523.25					\$ 33,183.02			\$102.50											\$ 35,137.75
3/31/10		\$ 4,473.60	\$ 89.70	\$ 451.00	\$ 2,120.08	\$ 1,005.20		\$ 1,173.18			\$ 10,212.95		\$ 1,620.44		\$ 123.00	\$ 143.50									\$ 21,412.05
4/30/10		\$ 146.43	\$ 1,902.33		\$ 1,006.75	\$ 164.00		\$ 9,480.57			\$ 4,118.98				\$ 63.93										\$ 16,882.99
5/31/10			\$ 9,154.84	\$ 255.75	\$ 2,835.63	\$ 1,086.50		\$ 2,436.13			\$ 15,524.78		\$ 1,142.75				\$ 1,675.20								\$ 34,111.58
6/30/10			\$19,527.16	\$ 329.00	\$ 1,156.95	\$ 339.25		\$ 748.50			\$ 8,420.92		\$ 200.00					\$ 499.93	\$ 6,263.69	\$ 3,782.00					\$ 41,267.40
7/31/10			\$ 9,783.29	\$ 2,540.75	\$ 102.50			\$ 1,435.00			\$ 15,495.71		\$ 741.50	\$ 676.50				\$ 1,714.34	\$ 125.00	\$ 7,509.22	\$ 346.75		\$ 82.00		\$ 40,552.56
8/31/10			\$ 46,739.57		\$ 350.19			\$ 287.00			\$ 17,953.83		\$ 741.50					\$ 573.90	\$ 3,738.42	\$ 3,738.42			\$ 1,004.50		\$ 71,388.91
9/30/10			\$ 9,429.68	\$ 144.00			\$ 109.31	\$ 287.00			\$ 40,519.66	\$ 61.50	\$ 194.32	\$ 123.00				\$ 184.50	\$ 327.00	\$ 327.00		\$ 226.75	\$ 77.02		\$ 51,606.72
10/31/10	\$ 64.63		\$ 143.54	\$ 618.25							\$ 9,154.79			\$ 4,549.06							\$ 62.00	\$ 246.00		\$ 246.00	\$ 14,915.29
11/30/10			\$ 4,743.18					\$ 266.50			\$ 11,418.24			\$ 82.00							\$ 266.50				\$ 16,776.42
12/31/10			\$ 4,914.32				\$ 143.75				\$ 4,897.92										\$ 761.71				\$ 10,717.70

\$ 269.63 \$22,276.37 \$ 107,110.44 \$ 7,734.27 \$ 14,441.53 \$ 6,192.32 \$ 3,849.32 \$ 18,290.88 \$ 10,970.04 \$ 307.50 \$ 248,986.70 \$ 717.50 \$ 6,102.01 \$ 5,533.06 \$ 186.93 \$ 143.50 \$ 4,647.87 \$ 6,388.69 \$ 15,356.64 \$ 346.75 \$ 1,316.96 \$ 77.02 \$ 1,086.50 \$ 246.00 \$ 482,312.43

Note: Stormwater Special Assessment fees recorded in public services division total to date = \$ 93,485.22

CITY COMMISSION MEETING

**February 8, 2011
6:30 pm**

MINUTES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT

**Commissioner Al Halpern
Vice Mayor Jim Parent
Commissioner Marvin Shavlan
Commissioner Beverly Garnett
Mayor Mike Finnerty
Steve Hallock, Director of Administration**

ALSO PRESENT

**Mike Bonfield, City Manager
Pamala Prell, Acting City Clerk
Mike Davis, City Attorney
Catherine Hartley, Senior Planner
Karl Holley, Director of Community Development**

1. Changes to Agenda

Mayor Finnerty stated that he would like to delay Ordinance 2010-31 until the election is over and the residents decide whether or not they want to individually vote on height. He believes it is in the best interest of the City to bring this up after the election on March 8th.

Commissioner Garnett stated she is prepared to move forward with this issue but will yield to the rest of the Commission.

Commissioner Shavlan is ready to discuss it.

Vice Mayor Parent was not in favor of putting it off.

*City Commission Meeting
February 8, 2011*

Mayor Finnerty then requested that Ordinance 2011-08 be moved up from 5.e. to 5.b. All were in agreement. Mr. Bonfield asked that the Ordinance be heard after 5.a. but will remain 5.e.

2. Presentations

Mayor Finnerty called upon Chief Romine to discuss the Red Light Camera Program. Chief Romine explained that his purpose tonight is to put some education forward so that the Commission can understand what these cameras do and determine if there a viable need for that type of system in St. Pete Beach. Chief Romine introduced Brian Fluegeman and Brad Swanson of ATS (American Traffic Solutions) who conducted an engineering study for the City and they will give a presentation of those results.

Chief Romine reported that currently there are 13 intersections in St. Pete Beach that are red light traffic controlled. The neighboring jurisdictions that are using this type of system are Kenneth City, South Pasadena, and Gulfport; St. Petersburg is strongly considering it.

Chief Romine provided the Commission with a copy of the report from the Insurance Institute for Highway Safety which specifically addresses the effects of red light enforcement, camera enforcement and fatal crashes in the United States. This report was gleaned from statistics and research done on cities of over 200,000; cities in Florida that were included were Miami, Hialeah, Jacksonville, Tampa and St. Petersburg.

Brad Swanson and Brian Fluegeman then gave an explanation of the equipment and the program.

3. Audience Comments

Steve McFarlan, 2nd Palm Point, addressed the drawings that Dr. Pyle has presented at numerous Commission Meetings and correspondence from the owner of the property in those drawings.

Bill Pyle, 6600 Sunset Way, spoke regarding the Kadoura v. Garnett case.

Rick Falkenstein, 4th Palm Point, suggested residents contact a writer at the Neighborhood Times regarding mis-statements made by candidates of the upcoming election. He provided the email address.

George Moore, 406 41st Avenue, remarked about statements made by Commissioner Shavlan; he offered an apology.

Bruce Kadoura, 6650 Sunset Way, read a letter to the Commission, a copy of which is on file.

Mimi Gewanter, 265 Tessier, spoke about the candidates.

Mayor Finnerty asked for further audience comments.

City Attorney Davis asked if he could respond to some of the points that had been raised. He spoke about the Kadoura case that is on appeal; the City won that. Another one brought by Kadoura involving the referendum in 2008, there were 9 counts; Mr. Kadoura lost 7 of those 9 counts; that case is also on appeal. Mr. Davis wanted to set the record straight on these very costly lawsuits that Mr. Kadoura has brought against the City which, on the whole, have been losses for Mr. Kadoura.

4. Consent

a. Approval of Minutes of January 6, 2011 Special Meeting; January 11, 2011 Regular Meeting and January 25, 2011 Regular Meeting.

b. Authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Beach Goes Pops Concert.

c. Authorize the City Manager to purchase a PowerEdge R710 Server from Dell Corporation for the virtualization of the City's desktops in the amount of \$11,376.70; as provided by under State contract 250-WSCA-10-ACS.

A motion was made by Commissioner Garnett to approve the Consent Agenda as written. The motion was seconded by Vice Mayor Parent and unanimously approved.

5. Ordinances

a. **Ordinance 2010-31**, First Reading and Public Hearing, amending Divisions 6 and 31 of the City's Land Development Code relating to permitted ancillary uses and standards for development in Traditional Hotel District, excluding height.

Mr. Bonfield presented a brief history of this Ordinance. Karl Holley was called upon to give the staff report on the changes.

Mr. Holley stated that what is before the Commission is the Ordinance that represents the consensus opinion of the Historic Preservation Board and Planning Board joint meetings with respect to what is appropriate in terms of the standards for the Traditional Hotel District.

He went on to outline the changes that had been made and recommended by the Boards.

Commissioner Garnett proceeded with a presentation regarding Pass-a-Grille using information which she and Melinda Pletcher put together.

Catherine Hartley praised the two Boards for the hard work they did on the Ordinance.

Mayor Finnerty asked for audience comments.

Rick Falkenstein, 4th Palm Point, pointed out the FEMA requirements to raise the houses thereby losing the first floor.

Melinda Pletcher, 2281 East Vina Del Mar, asked for the Commission's support in approving Ordinance 2010-31.

Bob Fernandez, speaking for a group of people, stated that their biggest concern is one that the Commission cannot speak to tonight and that is height.

Jane Gottwald, 102 23rd Avenue, thanked the Commission for their efforts in keeping Pass-a-Grille's character; it's a charming place to live.

Jay Anderson, 202 Pass-a-Grille Way, asked the Mayor and the Commissioners to support the decision of both Boards and the people of Pass-a-Grille.

Joe Caruso, 1301 Gulf Way, stated that a property that can't re-invest in itself charges less and attracts less.

Rusty Ercuis, 111 12th Avenue, disputed the number of times the police had been called to the Leroy Motel.

Will Jacoby, 8100 Gulf Boulevard, feels that the Mayor needs to keep the Meeting in order and on point.

City Commission Meeting

February 8, 2011

Page 5 of 11

Mayor Finnerty then closed the Meeting to audience comments.

Commissioner Shavlan asked Mr. Davis about Mr. Caruso's pending application and does it have to comply with this THD or would it go back to the other THD.

Mr. Bonfield advised that there is a pending zoning and land use change; there is no pending permit application.

Commissioner Shavlan thinks they can accomplish what they want to and combine the lots and it could be a positive thing if handled properly and controlled by a conditional use process.

Vice Mayor Parent brought up spas and hot tubs saying they were natural things. He went on to say he is not in total agreement with the maximum floor area because he feels there is no incentive to develop.

Commissioner Garnett addressed the spa issue and the noise element in the residential area.

Commissioner Halpern doesn't like the idea of combining lots.

Commissioner Shavlan asked the Commission to think about crafting something that would allow them to look at the bathrooms as to size; leave the rooms the same size but give them the ability and a bit of incentive to help them to come up with bigger bathrooms in these rooms. The Commission was in agreement.

Vice Mayor Parent thinks it's a mistake not to include hot tubs or spas and he likes the idea of increasing the size of the bathrooms.

Commissioner Halpern added that he thinks they should allow spas of some kind and that the whole section pertaining to maximum floor area could be taken out. He thinks that by keeping all these restrictions they are giving the message that they aren't encouraging anyone to expand or to keep a traditional hotel.

Commissioner Garnett made a motion to approve Ordinance 2010-31, an Ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendment of the Land Development Code; providing for amendment of Division 31 of the Land Development Code as it relates to development standards for temporary lodging establishments in the Traditional Hotel District; amending Division 6 of the Land Development Code as it relates to temporary lodging establishments; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict;

February 8, 2011

Page 6 of 11

City Commission Meeting

providing for severability; and providing for an effective date. The motion was seconded by Commissioner Halpern.

Commissioner Shavlan made a motion to amend the original motion by adding "plus 5% increase in square footage plus ADA requirements" to Section 31.12 and by adding "spas or hot tubs by conditional use" to Section 31.3 (b)(7). Commissioners Garnett and Halpern agreed to this amendment.

The amended motion was approved by unanimous roll call vote.

A ten minutes recess was called by Mayor Finnerty.

The Meeting was called back to order at 9:45 pm.

e. **Ordinance 2011-08**, First Reading and Public Hearing, eliminating the fee for discontinuing reclaimed water service to a property.

Mr. Bonfield explained that this was a charge that was added when the Reclaimed Water Ordinance was revised. He has been unable to get the detail of the cost from the County.

Steve Hallock reviewed why they needed to adjust the rates in the first place. They had to borrow money from the General Fund to keep the service running; this program will be debt free by 2015. Hard costs fluctuate greatly and until the work orders by the County are provided, he cannot be specific about the charges assessed by the County. All monies collected go back into the reclaimed water system.

Mr. Hallock asked the Commission to at least insure the recovery of the total cost of the disconnection, the average of which (as of this date) is around \$100.

Vice Mayor Parent doesn't feel the rest of the users should have to pay for the disconnect however, he feels \$250 is too much. He suggested \$75 - \$95 to cover the vast majority of the disconnects. He is in favor of reducing the disconnect fee.

Commissioner Shavlan asked if they know what other cities charge. Mr. Hallock asked if it really matters what others charge; they are trying to get their money back.

Commissioner Garnett thinks \$75 is fine in order to recover the City's costs.

Mayor Finnerty thinks they should encourage using the reclaimed water system and at the same time, pay their debts. He is not in favor of reducing the fee at this time.

Mayor Finnerty asked for audience comments.

Rick Falkenstein, 4th Palm Point, stated that if the current amounts are in the annual budget, then they can't change it.

Mr. Hallock responded by saying they have to bring in enough revenue to cover expenditures.

Bill Brehm, 5920 Balao Way, has called around to other cities and presented those figures to the Commission. They are all considerably lower than what St. Pete Beach is charging. It needs to go to \$ -0- to disconnect.

Vice Mayor Parent made a motion to change the reconnect/disconnect fee to \$75.00. Commissioner Garnett seconded the motion. The motion was approved by 3 – 2 roll call vote. Mayor Finnerty and Commissioner Shavlan voted no.

b. **Ordinance 2010-37**, First Reading and Public Hearing amending the Special Area Plan establishing a special Future Land Use designation for Eighth Avenue, known as the Community Redevelopment District–Eighth Avenue.

Mr. Bonfield explained that this was done as part of establishing the new Land Use designation.

Ms. Hartley pointed out a couple of things that are being recommended for change.

Rick Falkenstein, 4th Palm Point,

Commissioner Halpern made a motion to approve Ordinance 2010-37, an Ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendments to the Eight Avenue Special Area Plan, as written in Exhibit “A” attached hereto; providing for the repeal of ordinance or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Shavlan and approved by unanimous roll call vote.

*City Commission Meeting
February 8, 2011
Page 8 of 11*

c. **Ordinance 2011-04**, First Reading and Public Hearing, amending the Capital Improvements Element of the City's Comprehensive Plan to update the Five-Year Schedule of Capital Improvements.

Mr. Bonfield advised the Commission that this is a State mandated requirement to update the City's capital improvement element each year.

Vice Mayor Parent made a motion to approve Ordinance 2011-04, an Ordinance of the City of St. Pete Beach, Florida, amending the Capital Improvements element of the Comprehensive Plan; providing for update of the five-year schedule of Capital Improvement; 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. The motion was seconded by Commissioner Halpern and unanimously approved by roll call vote.

d. **Ordinance 2011-06**, First Reading and Public Hearing, amending Chapter 66 Pensions and Retirement, Article IV, Firefighters' Pension Plan, Section 66-253(a) Conditions of Eligibility of the City of St. Pete Beach Code of Ordinances.

Mr. Bonfield advised the Commission that currently the City meets the requirements of the Chapter 175 Plan for the Firefighters which provides that the City can allow their Fire Chief to opt out of the system if they choose; the same thing applies to the Police Officers. Now that the City is in the process of hiring a new Fire Chief, he would like to provide that option as well.

Phil Milner, Chairman of the Firefighters' Pension Board, why he feels it's better to keep the Fire Chief in the Pension Plan and not give that option.

Commissioner Garnett made a motion to approve Ordinance 2011-06, an Ordinance of the City of St. Pete Beach, Florida, amending the Code of Ordinances, Chapter 66 Pensions and Retirement, Article IV, Firefighters' Retirement System, Division 1, Generally, Section 66-253 (A) Conditions of Eligibility; providing for severability' providing for repeal of ordinances or parts of ordinances, in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Shavlan and unanimously approved by roll call vote.

6. Resolutions

a. Resolution 2011-04, declaring items as surplus.

City Commission Meeting

February 8, 2011

Page 9 of 11

Mr. Bonfield explained that this is to dispose of some items the City no longer has use for. The two Life Paks go back to the County as part of a trade in on new ones and the couch and chairs will be disposed of properly.

Commissioner Garnett made a motion to approve Resolution 2011-04, A Resolution of the City of St. Pete Beach, Pinellas County, Florida, declaring as surplus the property listed herein. The motion was seconded by Vice Mayor Parent and unanimously approved by roll call vote.

7. Action Items

a. Authorize the City Manager to accept a professional service agreement from Woolpert, Inc. for \$75,840 to assist with establishing a functioning stormwater utility.

Steve Hallock gave a brief outline of what these charges represent.

Commissioner Halpern made a motion to authorize the City Manager to accept a professional agreement from Woolpert, Inc. for \$75,840. to assist with establishing a functioning stormwater utility. The motion was seconded by Vice Mayor Parent and unanimously approved by roll call vote.

b. Authorize the City Manager to enter into a purchase agreement with Kloote Contracting in the amount of \$85,085 for alley rehabilitation.

Mr. Bonfield explained that this is part of the City's budgeted Capital Improvement dollars.

Vice Mayor Parent made a motion to authorize the City Manager to enter into a purchase agreement with Kloote Contracting in the amount of \$85,085. for alley rehabilitation. The motion was seconded by Commissioner Halpern and unanimously approved by roll call vote.

c. Recruitment process for open position for City Clerk.

Mr. Bonfield explained that there are three options to consider; one is to hire a "headhunter" that would work with the Commission which would cost \$15,000 to \$20,000; two would be to direct the City Manager and the Human Resource Administrator, Gary Behnke, to conduct the same process, and three would be to direct the City Manager and the Human Resource Administrator to handle the recruitment process and bring a number of candidates to the Commission.

Mayor Finnerty stated that he is against option one. Commissioner Halpern, Vice Mayor Parent and Commissioner Shavlan would like to use option three. Mayor Finnerty asked if it could be kept to two candidates.

Commissioner Halpern made a motion to direct the City Manager and the Human Resource Administrator to handle the recruitment process for the City Clerk position and bring no more than three candidates before the Commission for approval. Mayor Finnerty seconded the motion which was unanimously approved.

8. Items for Discussion

Commissioner Halpern asked what action has been taken in regard to retaining outside counsel on the Weiss case regarding imposition of sanctions. He wanted to know if the City has gone out and looked at some attorneys.

Mr. Bonfield has forwarded the matter to Mike Connolly. Mr. Davis remarked that he thinks the City Manager has done the right thing.

Commissioner Shavlan asked if they should be spending any money; they haven't even filed anything yet. Mr. Davis said there are some pending motions which are not yet set for hearing.

9. Reports

City Manager Mike Bonfield submitted his Report

It was agreed by all present that the regular Meeting scheduled for March 8th would be cancelled due to the election. Mr. Davis suggested a Shade Meeting after the election.

Commissioner Garnett submitted her report.

Commissioner Shavlan submitted his report.

Vice Mayor Parent submitted his report.

Commissioner Halpern submitted his report.

Mayor Finnerty submitted his report.

*City Commission Meeting
February 8, 2011
Page 11 of 11*

10. Adjournment

There being no further business to come before the Commission, the Meeting was adjourned at 11:57 pm.

Pamala Prell, Acting City Clerk

Mike Finnerty, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization for the City Manager to temporarily reduce the Upham Beach portion of monthly minimum rent paid to the City from Paradise Sweets, LLC by 33.3% (\$737.76 per month) for the months of February thru May 2011 or the duration of the Upham Beach T-Groin project.

Date: February 22, 2011

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Director of Finance

Summary of Issue: This is a request to authorize the City Manager to temporarily reduce the Upham Beach portion of monthly minimum rent paid to the City from Paradise Sweets, LLC by 33.3% (\$737.76 per month) for the months of February thru May 2011 or the duration of the Upham Beach T-Groin project.

On June 1, 2008 Paradise Sweets, LLC entered into a five year lease agreement with the City for use of the Pass A Grille and Upham Beach concession stands. The Upham Beach portion of monthly minimum rent is set at \$2215.50. This amount represents 25% of the total \$8862.00 monthly minimum rent for both properties. Section (4) Paragraph (8) of the existing lease agreement provides for periodic rent reductions when the business of the lessee is adversely affected by special circumstances such as beach re-nourishment, red tide, extended or major storm events etc. Paradise Sweets, LLC has requested a reduction be made to the Upham Beach portion of their monthly minimum rent by 33.3% (\$737.76 per month) for the months February thru May 2011 or the duration of the Upham Beach T-Groin project due to the adverse affects and loss of customer base caused by the T-Groin project. The City has previously made similar 33.3% rent reductions with prior concession stand tenants during times of past re-nourishment projects, construction and other like events.

Requested Motion: "I move the City Manager be authorized to temporarily reduce the Upham Beach portion of monthly minimum rent paid to the City from Paradise Sweets, LLC by 33.3% (\$737.76 per month) for the months of February thru May 2011 or the duration of the Upham Beach T-Groin project."

Attachments: None

Reviewed By:
City Manager: MB

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for 2011 Corey Avenue Merchant Association events.

Date: 2/22/2011

Prepared By: Connie Kest, Administrative Service Assistant

Thru: Steven J. Hallock, Public Services Director

Summary of Issue: The Corey Area Merchants Association request permission to have banners erected over 75th Avenue and the Pinellas Bayway announcing their 2011 Events. The City Commission must approve the request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed / removed as follows:

Sidewalk Sale (Installation 03/03/11, Removal 03/14/11)
Arts & Crafts Show (Installation 03/28/11, Removal 04/04/11)
Arts & Crafts Show (Installation 05/30/11, Removal 06/06/11)
X-mas in July (Installation 07/01/11, Removal 07//18/11)
Sidewalk Sale (Installation 11/4/11, Removal 11/14/11)
Arts & Crafts Show (Installation 11/28/11, Removal 12/05/11)

The Public Services Department charges \$184.00 for each banner installed at each location.

Requested Motion: "I move authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for 2011 Corey Avenue Merchant Association events."

Attachments: Applications

Reviewed by
City Manager: MB

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Cory Area Business Assn.
 Address: 342 Cory Ave St Pete Bch, FL 33706
 Telephone #: 727-367-7409 Fax #: 727 360 4132 E-Mail: JOstermire @ AdCom
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): John R. Ostermire
 Address (if different from above):
 Telephone #: 727 367-7409 Fax #: 727 360 4132 E-Mail: J Ostermire @ AdCom
 Date of Request: 12/20/10

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:Highway name & number: 75th AVE + BOCA CIEGA DR. (SR 673)From (south or west limits): 0.096 To (north or east limits):Highway name & number: PINELLAS BAYWAY + GRANADA (SR 682)From (south or west limits): 0.875 To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: 3/3/11Banners will be removed on or before (if applicable): 3/13/11Signature of Applicant or Contact Person: [Signature] Date: 12/20/10

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: CITY OF ST. PETE BEACHName of signing official (please print): MICHAEL P. BONFIELDTelephone #: 727-363-9232 Fax #: 727-363-9249 E-Mail: citymanager@stpetebeach.org

Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
Engineer (or designee):

Date:

COREY AVE Sidewalk Site 3/9-3/12

Banner Sketch

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
 RIGHT OF WAY**

SR-010-08
 SAINT JOHNS COUNTY
 Page 1 of 2

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Cory Area Merch Assn
 Address: 342 Cory Ave SPB 33206
 Telephone #: 327 367 7409 Fax #: 327 360 4132 E-Mail: JOSTERMEIER@aol.com
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): John R. Ostermeier
 Address (if different from above): _____
 Telephone #: _____ Fax #: _____ E-Mail: _____
 Date of Request: 12/20/10

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:

Highway name & number: 75th Avenue and Boca Ciega Dr (SR 693)

From (south or west limits): 0.096

To (north or east limits): _____

Highway name & number: Pinellas Bayway & Granada (SR 682)

From (south or west limits): 0.875

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 3/27/11 3/28/11

Banners will be removed on or before (if applicable): 4/4/11

LOCAL GOVERNMENT APPROVAL

Name of Local Government: CITY OF ST. PETE BEACH

Name of signing official (please print): MICHAEL P. BONFIELD

Telephone #: 727-363-9232 Fax #: 727-363-9249 E-Mail: citymanager@stpetebeach.org

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. The banners will be at least nine (9) feet above the ground or curb; ten (10) feet above the sidewalk; and, in the case of street banners, eighteen (18) feet over the highway.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
 Engineer (or designee): _____

Date: _____

CAREY A+C Show 4/2- 4/3

Banner Sketch

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
 RIGHT OF WAY**

NON LIMITED ACCESS Permit No.:	
APPLICANT INFORMATION	
Name of Applicant/Organization: <u>Corey Area Merch Assn</u>	
Address: <u>342 Corey Ave / S.P.B. 33706</u>	
Telephone #: <u>727 367-7409</u> Fax #: <u>727 360 4132</u> E-Mail: <u>JOsterneick@aol.com</u>	
Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): <u>John R. Osterneick</u>	
Address (if different from above): _____	
Telephone #: <u>727 367-7409</u> Fax #: <u>727 360 4132</u> E-Mail: _____	
Date of Request: <u>10/20/10</u>	
LOCATION AND DISPLAY PERIOD	
This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:	
Highway name & number: <u>5th Ave & Bayway Dr (SR 693)</u>	
From (south or west limits): <u>0.096</u>	To (north or east limits): _____
Highway name & number: <u>Pineles Bayway & Granada (SR 682)</u>	
From (south or west limits): <u>0.125</u>	To (north or east limits): _____
Highway name & number: _____	
From (south or west limits): _____	To (north or east limits): _____
Highway name & number: _____	
From (south or west limits): _____	To (north or east limits): _____
Projected installation date: <u>May 29, 2011</u> <u>5/30/11</u>	
Banners will be removed on or before (if applicable): <u>June 16, 2011</u>	
Signature of Applicant or Contact Person: <u>[Signature]</u>	Date: <u>10/20/10</u>
LOCAL GOVERNMENTAL ENTITY APPROVAL	
Name of Local Governmental Entity: <u>CITY OF ST. PETE BEACH</u>	
Name of signing official (please print): <u>MICHAEL P. BONFIELD</u>	
Telephone #: <u>727-363-9232</u> Fax #: <u>727-363-9249</u> E-Mail: <u>citymanager@stpetebeach.org</u>	
Signature of local official: _____	Date: _____
CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT	
1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.	
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.	
3. The applicant (or applicant's designee) will maintain the banners as permitted.	
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.	
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.	
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.	
7. A sketch of the proposed banners is attached.	
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.	
Signature of District Permits Engineer (or designee): _____	
Date: _____	

Corey Art & Craft Show 6/4-6/5

Banner Sketch

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
 RIGHT OF WAY**

FOR PERMITTEE ONLY	
APPLICANT INFORMATION	
Name of Applicant/Organization: <u>Cory Area Merch ASSN</u>	
Address: <u>342 Corey Ave SPD 33706</u>	
Telephone #: <u>77 367-7409</u> Fax #: <u>77 360 4132</u> E-Mail: <u>JOstermier@AOL.com</u>	
Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): <u>John R. Ostermier</u>	
Address (if different from above): _____	
Telephone #: <u>77 367-7409</u> Fax #: <u>77 360 4132</u> E-Mail: <u>JOstermier@AOL.com</u>	
Date of Request: <u>12/20/10</u>	
LOCATION AND DISPLAY PERIOD	
This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:	
Highway name & number: <u>5th Ave & 1st Ave City Dr (SR 693)</u>	
From (south or west limits): <u>0.096</u>	To (north or east limits): _____
Highway name & number: <u>Pineles Bayway & Granada (SR 692)</u>	
From (south or west limits): <u>0.375</u>	To (north or east limits): _____
Highway name & number: _____	
From (south or west limits): _____	To (north or east limits): _____
Highway name & number: _____	
From (south or west limits): _____	To (north or east limits): _____
Projected installation date: <u>7/1/11</u>	
Banners will be removed on or before (if applicable): <u>7/18/11</u>	
Signature of Applicant or Contact Person: <u>[Signature]</u>	Date: <u>12/20/10</u>
LOCAL GOVERNMENTAL ENTITY APPROVAL	
Name of Local Governmental Entity: <u>CITY OF ST. PETE BEACH</u>	
Name of signing official (please print): <u>MICHAEL P. BONFIELD</u>	
Telephone #: <u>727-363-9232</u> Fax #: <u>727-363-9249</u> E-Mail: <u>citymanager@stpetebeach.org</u>	
Signature of local official: _____	Date: _____
CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT	
1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.	
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.	
3. The applicant (or applicant's designee) will maintain the banners as permitted.	
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.	
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.	
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.	
7. A sketch of the proposed banners is attached.	
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.	
Signature of District Permits Engineer (or designee): _____	
Date: _____	

Carey-Xmas in July 7/10-7/17

Danner Sketch

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
 RIGHT OF WAY**

APPLICANT INFORMATION

Name of Applicant/Organization: Cary Area Merch. Assn
 Address: 342 Corey Ave SPB 33706
 Telephone #: 367-7409 Fax #: 360 4132 E-Mail: Fostermerc@aol.com
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): John R. Ostermiller
 Address (if different from above): _____
 Telephone #: 367-7409 Fax #: 360 4132 E-Mail: Fostermerc@aol.com
 Date of Request: 12/20/10

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:
 Highway name & number: 25th Ave & 1st Ave NE (SR 692)
 From (south or west limits): 0.096 To (north or east limits): _____
 Highway name & number: Pineapple Bayway & Granada (SR 682)
 From (south or west limits): 0.375 To (north or east limits): _____
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Projected installation date: 11/4/11
 Banners will be removed on or before (if applicable): 11/14/11
 Signature of Applicant or Contact Person: [Signature] Date: 12/20/10

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: CITY OF ST. PETE BEACH
 Name of signing official (please print): MICHAEL P. BONFIELD
 Telephone #: 727-363-9232 Fax #: 727-363-9249 E-Mail: citymanager@stpetebeach.org
 Signature of local official: _____ Date: _____

- CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT**
1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
 2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
 3. The applicant (or applicant's designee) will maintain the banners as permitted.
 4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
 5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
 6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
 7. A sketch of the proposed banners is attached.
 8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits Engineer (or designee): _____ Date: _____

Coney Ave Srewalk Sale Nov 9-12

Banner Detch

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAYFOR OFFICIAL USE ONLY
Form No. 1

APPLICANT INFORMATION

Name of Applicant/Organization: Cory Area Merch. Assn
 Address: 342 Cory Ave SDB 33206
 Telephone #: 727 367-7409 Fax #: 727 360 4132 E-Mail: JOSTERMEIER@AOL.COM
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): John R. Ostermeier
 Address (if different from above): _____
 Telephone #: 727 367-7409 Fax #: 727 360 4132 E-Mail: JOSTERMEIER@AOL.COM
 Date of Request: 12/20/10

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:

Highway name & number: 25th Ave & 1st Ave SDB (SR 697)
 From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: Pineles Bayway & Granada (SR 682)
 From (south or west limits): 0.021 To (north or east limits): _____

Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____

Projected installation date: 11/27/11 11/28/11Banners will be removed on or before (if applicable): 12/1/11Signature of Applicant
or Contact Person: [Signature]Date: 12/20/10

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: CITY OF ST. PETE BEACHName of signing official (please print): MICHAEL P. BONFIELDTelephone #: 727-363-9232 Fax #: 727-363-9249 E-Mail: citymanager@stpetebeach.org

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
Engineer (or designee): _____

Date: _____

Corex Ave Art Craft Show 12/3-12/4

Banner Sketch

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

Issue Considered: Final Reading and Public Hearing of Ordinance 2010-31 amending Divisions 6 and 31 of the City's Land Development Code relating to permitted ancillary uses and standards for development in Traditional Hotel District, excluding height.

Date: February 22, 2011

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

Summary of Issue:

At the request of the City Commission, the Planning Board and the Historic Preservation Board conducted a joint meeting regarding the proposed revised THD ordinance.

The two boards met on October 21, 2010. Eight members were present. Staff presented the ordinance as drafted for the public hearing and explained each section. The proposed ordinance as modified is the result of that joint meeting.

The Boards also jointly recommended a reduction in the allowable building height from 35 feet to 32 to feet in accordance with the requirements of the Pass-a-Grille Overlay for new residential construction, but this is being addressed as a separate ordinance due to the necessity for a public referendum.

Requested Motion: "I move to approve Ordinance 2010-31 (read title)"

Attachments: Ordinance 2010-31.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2010-31

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENT OF DIVISION 2 REGARDING THE DEFINITIONS OF POOLS AND SPAS; AMENDING SECTION 31 OF THE LAND DEVELOPMENT CODE AS IT RELATES TO DEVELOPMENT STANDARDS FOR TEMPORARY LODGING ESTABLISHMENTS IN THE TRADITIONAL HOTEL DISTRICT; AMENDING DIVISION 6 OF THE LAND DEVELOPMENT CODE AS IT RELATES TO TEMPORARY LODGING ESTABLISHMENTS; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission has found this ordinance to be consistent with the City's adopted comprehensive plan; and

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

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

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

Section 1. Division 2 of the Land Development Code is amended as follows:

Swimming pool means any structure intended for swimming or recreational bathing that contains water a minimum of 24 inches (610 mm) deep. This includes in - ground, above-ground and in-ground swimming pools, and fixed - in - place wading pools.

Spa means a hydro massage pool or tub for recreational or therapeutic use, designed for immersion of users and usually having a filter, heater and motor - driven blower, and contains water between 24 and 60 inches deep, and is not larger than 400 square feet.

Section 2: Division 31 of the City of St. Pete Beach, Florida Land Development Code is hereby amended as follows:

Sec. 31.1. Purpose and intent.

The THD ~~Traditional Hotel Transient Accommodation~~ District is intended for, and restricted to, those areas designated within the Residential High (RH) land use category on the city's Future Land Use Plan Map to which the Resort Facilities Overlay (RFO) has been applied. The purpose of this district is to provide for the redevelopment of properties in areas traditionally utilized for small hotels and motels in a manner consistent with the present character of the surrounding area and which minimizes the negative impacts of such facilities on adjacent and nearby residential properties. This district shall only be established on those lots which lie south of 15th Avenue and for which the owner(s) can demonstrate said lots were utilized as temporary lodging facilities with five or more units as of December 31, 2010, and which were at that time, and have since remained, properly permitted and/or licensed by all applicable regulatory authorities. Such authorities shall include the City of St. Pete Beach, the Florida Department of Business and Professional Regulation and the Florida Department of Revenue. Any facility which cannot demonstrate that proper license fees and taxes have been paid throughout the required period of operation to the proper licensing or taxing authority, including the State of Florida and Pinellas County, shall not be eligible for application to this district. ~~with the City of St. Pete Beach and operating as a transient accommodation.~~

(Ord. No. 2007-51, § 1, 1-8-08; Ord. No. 2008-38, § 1, 10-28-08)

Sec. 31.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the Traditional Hotel District are as follows:

- (a) Temporary Lodging Facilities ~~Transient Accommodations~~ -- Density shall not exceed 50 units per acre.

(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.3. Permitted accessory uses and structures.

~~(a) Uses and structures, as regulated in sections 6.31 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures and are not of a nature prohibited under section 31.5, and only to the extent that such uses and structures were authorized by the applicable Land Development Regulations in effect at the time such uses and structures were established on the subject properties. The following accessory uses are permitted in the THD district:~~

1. Retail sales, limited to 100 square feet in area. The sales shall be located inside the principal structure and shall not have signage outside the structure advertising such retail goods for sale.
2. Office space for the administrative use of the accommodation, such as check-in, check-out areas, reservations, and accounting.
3. Meeting or conference rooms for the use of guests.
4. Fitness facilities for the use of guests.

(b) In addition to those commercial accessory structures permitted in 6.12, the following accessory structures are permitted in the THD District:

1. Garages;
2. A storage building
3. Decks and patios
4. Fountains
5. Gazebos
6. Trellises

(c) Temporary structures under the provisions of section 6.11.
(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the Traditional Hotel District are as follows:

- (a) *Recreational* --Public parks and/or recreational facilities.
- (b) Spas

Sec. 31.6. Minimum zoning lot requirements.

The maximum Temporary Lodging Transient Accommodation density permitted in the Traditional Hotel District shall not exceed 50 units per acre. The minimum lot area and width requirements in the Traditional Hotel District are as follows:

- (a) Lot area: 3,500 square feet. Two or more zoning lots shall not be combined for the purposes of development under this division, nor shall existing zoning lots be subdivided in any way which allows additional separate hotel or motel facilities to be developed.
- (b) Lot width: 50 feet.

(Ord. No. 2007-51, § 1, 1-8-08)

31.12 Maximum Floor Area - No new structure shall be larger in aggregate square footage than the structures which occupied the site prior to redevelopment, except that the Building Official may allow a 5 % increase in the aggregate square footage overall, plus the minimum necessary increases in aggregate square footage in cases where such increases are reasonably necessary to implement current Building Code or other statutory requirements.

Section 3. Section 6.6 of the Land Development Code is amended as follows:

Sec. 6.6. Temporary Lodging Uses ~~Mixed uses (residential and transient accommodations with other uses).~~

Unless otherwise regulated or restricted in this Land Development Code, Temporary Lodging ~~Transient accommodation uses may that~~ include secondary uses that are customary guest amenities recognized by the hotel industry. Such uses are retail stores, business centers where guests can use computers, fax machines, printers and copiers, etc., conference and meeting room facilities, fitness facilities, ~~centers,~~ day spas, and restaurants with or without a bar or cocktail lounge. Such secondary uses, in total, may be no larger than 20% of the gross floor area of the temporary lodging use before being considered a mixed use, which would then be regulated by the Floor Area Ratio standards in each zoning district or the Future Land Use designation in the Comprehensive Plan, whichever is more restrictive. ~~and other ancillary nonresidential uses which exceed 20 percent of the gross floor area of the project shall be considered mixed uses. Except as provided for above, the density and intensity of mixed uses shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.~~

Section 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 5. 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 6. This Ordinance shall become effective immediately upon adoption.

Michael Finerty, MAYOR

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

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.

Pamela Prell, Acting City Clerk

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

Issue Considered: Final Reading and Public Hearing of Ordinance 2011-04 amending the Capital Improvements Element of the City's Comprehensive Plan to update the Five-Year Schedule of Capital Improvements.

Date: February 22, 2011

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

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

The proposed amendment updates the Schedule, with identified projects which meet the criteria of being both an upgrade or expansion of current service and having a cost more than \$100,000 in the aggregate in each year.

Requested Motion: "I move to approve Ordinance 2011-04 (read title)"

Attachments: Ordinance 2011-04.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2011-04

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

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

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

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

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

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

Schedule of Capital Improvements FY 10-11 to FY 14-15

	<u>FY 10-11</u>	<u>FY 11-12</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>	<u>Total</u>
Project	Street Rehabilitation	Street Rehabilitation	Street Rehabilitation	Street Rehabilitation	<u>Street Rehabilitation</u>	Street Rehabilitation
Cost	\$290,325	\$304,838 <u>\$290,325</u>	\$320,091 <u>\$290,325</u>	\$336,095 <u>\$304,838</u>	\$277,275 <u>\$304,838</u>	<u>\$1,480,651</u>

Funding Sources	General Fund, Transportation Impact Fees, Penny for Pinellas (local option sales tax)	General Fund, Transportation Impact Fees, Penny for Pinellas (local option sales tax)	General Fund, Transportation Impact Fees, Penny for Pinellas (local option sales tax)	General Fund, Transportation Impact Fees, Penny for Pinellas (local option sales tax)	<u>General Fund, Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>	<u>General Fund, Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>

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

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

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

Michael Finnerty, MAYOR

FIRST READING : _____

PUBLISHED : _____

SECOND READING : _____

PUBLIC HEARING : _____

I, 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: Ordinance 2011-06 amending Chapter 66 Pensions and Retirement, Article IV, Firefighters' Pension Plan, Section 66-253(a) Conditions of Eligibility of the City of St. Pete Beach Code of Ordinances

Date: February 22, 2011

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The purpose of the proposed change is to allow the fire chief the option of participating in the 175 pension plan or opting to participate in another plan. The current ordinance requires the fire chief to participate in the 175 plan.

Chapter 66, Article III, Police Officers' Retirement System, section 66-144 already includes this language giving the police chief the option of participating in the police 185 pension plan or another plan.

Requested Motion: "I move to approve Ordinance 2011-06....(read title.)"

Attachments: Ordinance 2011-06

Reviewed by
City Manager: MB

**CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE 2011-06**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH,
FLORIDA AMENDING THE CODE OF ORDINANCES,
CHAPTER 66 PENSIONS AND RETIREMENT, ARTICLE IV
FIREFIGHTERS' RETIREMENT SYSTEM, DIVISION 1,
GENERALLY, SECTION 66-253 (A) CONDITIONS OF
ELIGIBILITY; PROVIDING FOR SEVERABILITY;
PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF
ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT
OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE
DATE.**

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

Section 1. The Code of Ordinances, City of St. Pete Beach, Florida, Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, Section 66-253(a) Conditions of Eligibility, is hereby amended as follows:

- (a) *Conditions of eligibility.* All firefighters as of the effective date and all future firefighters shall become members of the firefighters' retirement system as a condition of employment, except that if the fire chief has entered into an agreement with the city wherein he shall be permitted to participate in a pension plan other than the one provided in this article, he shall be entitled to waive participation in this plan. In order to waive such participation, the fire chief shall notify the city manager and the board of trustees, in writing, of his decision to waive such participation. The waiver shall be kept by the city clerk with a duplicate original copy maintained in the personnel file of the fire chief.

Section 2. This ordinance shall become effective immediately upon final passage.

MICHAEL FINNERTY, MAYOR

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

CA: 10/15/07 V1

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: Ordinance 2011-08, Final Reading and Public Hearing, adjusting connection, reconnection and disconnection fees to \$75.00.

Date: 2/22/2011

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: City Commission viewed a presentation and discussed the reclaimed water connection, reconnection and disconnection fees at the 2/8/11 meeting. It was determined that a \$75.00 fee to recover the costs of providing these services was appropriate. The ordinance has been revised to address this fact and is ready for final reading.

Requested Motion: "I move to approve Ordinance 2011-08... (read title.)"

Attachments: Ordinance 2011-08

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE 2011-08

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF CHAPTER 86 UTILITIES ARTICLE IV OF THE CODE OF ORDINANCES PERTAINING TO THE RECLAIMED WATER SYSTEM; ADJUSTING RECLAIMED WATER CONNECTION, RECONNECTION AND DISCONNECTION FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, it has been determined that a \$75.00 fee to recover the costs associated with connecting, reconnecting or disconnecting reclaimed water service is appropriate; 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. Section 86-144 of the Code of Ordinances of the City of St. Pete Beach, Florida, pertaining to reclaimed water system rates and charges is hereby amended as follows:

Article IV. Reclaimed Water System. Division II. Reclaimed Water Use. Sec. 86-144.

Rates and charges.

A schedule of rates and charges for the use of the City reclaimed water system is established as provided in this section.

(1) *Connection fee.* A ~~\$250.00~~ \$75.00 connection fee shall be paid at the time of application to connect to the City reclaimed system. The disconnection fee and reconnection fee shall be equal to the connection fee.

Section 2. Except as outlined in this Ordinance all other sections and content of Chapter 86 Utilities Article IV relating to the reclaimed water system remain intact and unchanged.

Section 3. If any portion, part or section of the Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

Section 4. All Ordinances or parts of Ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

Section 5. This Ordinance shall become effective upon passage.

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: First Reading of Ordinance 2011-07, amending Chapter 98 of the Code of Ordinances, Article I regarding buildings and building regulations to require all new municipal buildings to be constructed to be “LEED” or “FGBC” certified.

Date: February 22, 2011

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

Summary of Issue: The City of St. Pete Beach is current pursuing the “Green City” designation from the Florida Green Building Council, as required by the adopted Comprehensive Plan. In order to attain this designation we need to achieve a certain point total, and adoption of this amendment will give the City the points necessary to receive the designation.

This amendment will affect all future municipal buildings and require them to be constructed to the relevant environmental sustainability criteria, including materials utilized during construction and energy efficiency.

Requested Motion: “I move to approve Ordinance 2011-07 (read title)”

Attachments: Ordinance 2011-07

**Reviewed by
City Manager:** MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2011-07

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; AMENDING CHAPTER 98 OF THE CODE OF ORDINANCES, ARTICLE I, REGARDING BUILDINGS AND BUILDING REGULATIONS; ADDING SECTION 98-5 REQUIRING ALL NEW CONSTRUCTION FOR MUNICIPALLY OWNED BUILDINGS TO BE “LEED” OR “FGBC” CERTIFIED; 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 “Citizen Input” portion of the Comprehensive Plan (principle 7) states: *Residents have expressed a need and desire to create a more environmentally friendly sustainable community that will improve the quality of life for residents and visitors by requiring the City to initiate an application with the Florida Green Building Coalition for certification as a Florida Green City and establishing goals, objectives and policies promoting Green practices and strategies for redevelopment that will be implemented through the City’s land development and building regulation.*” ; and

WHEREAS, In order to meet the goal of becoming a Certified Green City and leading the community through example in sustainable building practices, municipal buildings should meet the green standards citywide; and

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

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

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

Section 1. Section 98 of the City of St. Pete Beach, Florida Code of Ordinances is hereby amended as follows:

98-5 Municipal Buildings

All newly constructed municipal buildings will be designed, contracted and built to achieve either the LEED™ Silver certification level or the Florida Green Building Council Commercial Building Designation Standard. When project resources and conditions permit, the City shall strive for a higher level of certification (either Gold or Platinum LEED certification).

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: Resolution 2011-05, approving a membership reapportionment plan for the Pinellas County Metropolitan Planning Organization

Date: February 22, 2011

Prepared By: Mike Bonfield, City Manager MB

Summary of Issue: Pinellas County is moving forward with the merger of the Pinellas Planning Council and the Metropolitan Planning Organization under a single board. The new board has one seat for the ten beach communities. The attached resolution is requested to recognize St. Pete Beach's support for the membership reapportionment.

The exact method of determining who represents the beach communities is yet to be determined and expected to be discussed at the BIG-C meeting on 2/23. The underlined language in the resolution is included to try and appropriate terms based upon population. The City Commission should discuss this matter as part of considering this resolution to assure our position is known to both the BIG-C and Pinellas County.

Requested Motion: "I move to approve Resolution 2011-15...read title"

Attachments: Resolution 2011-05

RESOLUTION NO. 2011-05

**A RESOLUTION OF THE CITY OF ST. PETE BEACH
APPROVING A MEMBERSHIP REAPPORTIONMENT PLAN
FOR THE PINELLAS COUNTY METROPOLITAN PLANNING
ORGANIZATION, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Pinellas County Metropolitan Planning Organization (MPO) was created and established by an Interlocal Agreement in August 1977 to perform transportation functions identified in Federal Laws Title 23 U.S.C. and 49 U.S.C.; and

WHEREAS, the State Legislature enacted Florida Statutes 334.215 to define the Metropolitan Planning Organizations under State law; and

WHEREAS, Florida Statutes 334.215 was replaced by Florida Statutes 339.175; and

WHEREAS, the Interlocal Agreement establishing the MPO was last amended in 2004 pursuant to the provisions of Chapter 339.175(2)(b); and

WHEREAS, Florida Statutes 339.175(3) provides that the voting membership of the MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on agreement among the affected units of general purpose local government as required by federal rules and regulations; and

WHEREAS, the Pinellas County MPO is currently comprised of eleven members; one each from the cities of Clearwater, Largo, Pinellas Park and Dunedin; two from the City of St. Petersburg; a rotated seat shared by the cities of Oldsmar, Safety Harbor, and Tarpon Springs; three County Commissioners; and one from the Pinellas Suncoast Transit Authority; and

WHEREAS, the Pinellas County MPO desires to reapportion the board membership to provide representation for all local governments in the County; and

WHEREAS, the Pinellas County MPO has approved a Membership Reapportionment Plan which provides for the addition of two members, one representing the cities of Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena and another representing the cities of Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach and Treasure Island, bringing the total voting membership to thirteen.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Pete Beach that:

1. The City of St. Pete Beach hereby approves the MPO Membership Reapportionment Plan and agrees to be a member in conformance with the Plan and Statutory requirements.

2. The City of St. Pete Beach strongly suggests the representation from the beach communities rotate in three agreed upon cycles, with St. Pete Beach representing during one cycle, a representative from Treasure Island or Madeira Beach representing during one cycle and a representative from the remaining beach communities representing during one cycle.

3. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED BY THE CITY OF ST. PETE BEACH THIS 22ND DAY OF FEBRUARY, 2011.

MAYOR

ATTEST:

ACTING CITY CLERK

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

Issue Considered: Authorization for the City Manager to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with Hub City Ford for the purchase of two unmarked 2011 Ford Fusion police detective vehicles equipped with low profile undercover emergency lights and sirens in the amount of \$37,144.

Date: February 22, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue This is a request to authorize the City Manager to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with Hub City Ford for the purchase of two unmarked 2011 Ford Fusion police detective vehicles equipped with low profile undercover emergency lights and sirens in the amount of \$37,144.

Pricing for this purchase was quoted from a competitively solicited contract # 10-18-0907 available to the City via the Florida Sheriffs Association, Florida Association of Counties & Florida Fire Chiefs' Association.

The new vehicles to be purchased will replace two 2002 Ford Taurus' with over 75,000 miles each that have become unreliable and expensive to maintain.

This purchase deviates from the approved FY11 police vehicle replacement plan. The original plan called for replacing three Ford Explorers in FY11. Ford redesigned the Explorer this year and made several changes to the interior dimensions negating the usual and planned removal/reinstallation of expensive emergency equipment including radio consoles, computer mounts and prisoner partitions. Ford is offering in FY12 an Explorer exclusively designed for police fleet service.

Staff is recommending the FY11 police vehicle replacement plan be modified to allow for the purchase of two unmarked detective vehicles now and awaiting replacement of the Explorers listed in the existing plan with

new police fleet version Explorers when they become available in FY12. Emergency equipment manufacturers and vendors should by then have available for purchase properly fitting hardware to accommodate new style police Explorer when it becomes available.

The police department budgeted \$75,000 in FY11 for vehicle replacement. As a result of the recommended replacement plan modification, purchase of the two lower priced Ford Fusions and one Ford Crown Victoria marked police car with transfer of existing emergency equipment \$13,000 will be leftover in vehicle fund.

The police department is planning the purchase of new computer aided dispatch software to coincide with the implementation of an agreement with the Pinellas County Sheriff's office to be provided access to their ACISS/ARMS police report writing and records management systems. To complete the planned upgrade it will necessary to use the leftover vehicle funds towards the purchase of software needed for operational success of the project.

Requested Motion:

"I move that the City Manager be authorized to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with Hub City Ford for the purchase of two unmarked 2011 Ford Fusion police detective vehicles equipped with low profile undercover emergency lights and sirens in the amount of \$37,144.

Attachment:

Hub City Ford Government Sales Quote

**Reviewed by the
City Manager**

MB



Date 2/10/2011

CONTRACT # 10-18-0907

Exterior Vehicle Color		Emergency Lighting:		CONTRACT # 10-18-0907	
WHITE		Color	lights	Driver's side	Passenger side
			lenses		

[illegible]

Joe Windrow
Fleet Sales Manager
850-398-8810 Office
850-393-4723 Cell

54

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

Issue Considered: Authorization for the City Manager to waive bid requirements and enter into an agreement with Duval Ford for the purchase of one 2011 Ford Crown Victoria police vehicle in the amount of \$21,376.00

Date: February 22, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue This is a request to authorize the City Manager to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with Duval Ford for the purchase of one 2011 Ford Crown Victoria police vehicle in the amount of \$21,376.00.

The new vehicle to be purchased will replace a 2006 Crown Victoria with nearly 100,000 miles. Purchase of this new vehicle is consistent with the approved FY10 citywide vehicle replacement plan. Emergency lights, siren, prisoner partition and related equipment from the 2006 Crown Victoria being replaced will be removed and reinstalled into the new vehicle.

Pricing for this purchase was quoted from a competitively solicited contract # 10-18-0907 available to the City via the Florida Sheriffs Association, Florida Association of Counties & Florida Fire Chiefs' Association

Requested Motion: "I move that the City Manager be authorized to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with Duval Ford for the purchase of one 2011 Ford Crown Victoria police vehicle in the amount of \$21,376.00. ."

Attachment: Duval Ford Government Sales Quote

Reviewed by the City Manager MB

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

Issue Considered: Authorization for the City Manager to enter into a Memorandum of Understanding with the Pinellas County Sheriff's Office. This agreement will provide the City licensing and access to the Augmented Computer Information Support System (ACISS) and the Automated Report Management System (ARMS) operated and maintained by the Pinellas County Sheriff's Office for the completion of police reports and police records management.

Date: February 22, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: This is a request to authorize the City Manager to enter into an agreement with the Pinellas County Sheriff's Office to provide the City licensing and access to their ACISS and ARMS police records management and police report software systems.

The police department currently utilizes an unsupported standalone computer aided dispatch and records management software system dating back to 1991 that was manufactured by a company long out of business. Functionality of the existing software is totally dependant upon the police department contracting the services of a former employee of the manufacturer at an annual cost of \$11,520. Updates and revisions to coincide with newer versions of operating systems are unavailable.

The costs associated with purchasing and installing a new standalone computer aided dispatch and records management software system capable of meeting the requirements of modern policing exceed \$200,000.

Implementation of this partnership will enhance the police department operations with modern state of the art software systems capable of maximizing data resource sharing, increased efficiency, elimination of redundant records systems and the associated negative fiscal impact of purchasing and maintaining an expensive standalone software system.

Licensing and initial start up costs associated with this agreement are as follows:

(2) ACISS LICENSES	\$5600.00
(12) NET MOTION LICENSES	\$1440.00
(10) TRAFFIC ACCIDENT SOFTWARE LICENSES	\$590.00
EXISTING POLICE DATA CONVERSION	\$10,175.00
Total licensing and initial start up costs =	\$17,805.00

The annual maintenance costs associated with this agreement are as follows:

(2) ACISS LICENSES	\$476.00
(12) NET MOTION LICENSES	\$288.00

Total annual maintenance associated with this agreement = \$764.00

The data entry cost associated with this agreement is as follows:

Police report data entry by St. Pete Beach personnel per report.	\$0.00
Police report data entry by ARMS Specialist per report.	\$5.50

Total annual data entry costs associated with this agreement = \$16,500

New CAD software and police computer server upgrades are required to complete this project and are fully described in supplemental agenda reports.

Requested Motion: “I move that the City Manager be authorized to enter into Memorandum of Understanding by and between the Pinellas County Sheriff’s Office and the City of St. Pete Beach to provide the City licensing and access to their ACISS and ARMS police records management and police report software systems.”

Attachment: PCSO / City of St. Pete Beach Memorandum of Understanding.

**Reviewed by the
City Manager** MB

RECORDS MANAGEMENT SYSTEM (RMS)

MEMORANDUM OF UNDERSTANDING

Between

THE PINELLAS COUNTY SHERIFF'S OFFICE

And

THE CITY OF ST. PETE BEACH

This Memorandum of Understanding (MOU) is entered into by and between the Pinellas County Sheriff's Office (PCSO) and the City of St. Pete Beach (CITY).

ARTICLE I. THE PROJECT

The PCSO will provide a law enforcement records management system, Augmented Computer Information Support System (ACISS) to the CITY for sharing automated records in order to maximize data resource sharing, increase efficiency, eliminate redundant records systems and the associated fiscal impact. In addition, the CITY'S police department will have access to and may choose to utilize PCSO's Automated Report Management System (ARMS) Specialists for completion of police reports.

ARTICLE II. TERM

The term of this MOU shall be from March 1, 2011, through September 30, 2011, with an option to renew for an additional twelve (12) months by mutual written agreement of the parties.

ARTICLE III. OBLIGATIONS OF THE PARTIES

The PCSO shall operate a law enforcement records system (ACISS) on a computer hardware system and provide a point of network connectivity for the CITY'S police department. The PCSO is responsible for maintaining the records management computer system, including all required software licenses, upgrades, updates and system administration. The PCSO is also responsible for maintaining the records management software (ACISS), including all necessary software licenses, upgrades, updates and system administration. The CITY agrees it shall be responsible for providing and running the necessary anti-virus software on all laptops connected through Netmotion to ACISS, and shall be responsible for performing Windows updates on a regular and ongoing basis.

The CITY'S police department local area network is currently able to link to the PCSO through its connection with a Pinellas County VPN appliance. This appliance provides a communication link to the PCSO public safety campus at 10750 Ulmerton Road, Largo, Florida. As the network technology continues to evolve, typically with improved "throughput" and

reduced cost, this network connection may be substituted upon agreement by both parties. The network described herein shall provide connectivity for the records management system; any cost in connection with this communication link shall be the responsibility of the CITY. In order to provide the CITY'S police department mobile units the most efficient access to ACISS, the CITY agrees to utilize the NetMotion VPN product on the police department's mobile (laptop) units when said units are connected outside of the police department network.

Each party will continue to be the custodian of the data, information and reports entered and developed by each. As a result, any public records request received for CITY police department's records will be the responsibility of the police department and be referred to the police department for response should the PCSO receive the request. Likewise, any public records request for PCSO records will be the responsibility of the PCSO and should be referred to the PCSO should the CITY and/or the CITY'S police department receive the request.

ARTICLE IV. AUTOMATED RECORD MANAGEMENT SYSTEM REPORTS

In making the Automated Records Management System available to the CITY'S police department, the PCSO will enable and permit police department officers to call in to the PCSO all police reports as the police department may deem necessary or appropriate. ARMS Specialists who generate these reports shall be continuously available to the CITY'S police department except at such times as the PCSO'S computer system is unavailable because of routine maintenance, upgrading, data back-up operations or malfunction.

The PCSO, through appropriate staff, will review each report for completeness in compliance with UCR requirements. However, it shall be the responsibility of the CITY'S police department to review and approve all reports for the accuracy and completeness of information contained therein. Likewise, the CITY'S police department shall determine which reports require follow-up by the State Attorney and shall provide copies of those reports to the Office of the State Attorney and to such other parties as it deems appropriate or may be required by law.

Should the CITY'S police department enter and generate all or a portion of its own police reports, it agrees to establish and maintain a quality control system in order to maintain the integrity of the data being entered into ACISS. Failure to do so may result in payment by the CITY to ACISS to restore the integrity of the data and/or the requirement that all reports be done utilizing PCSO ARMS Specialists.

ARTICLE V. START-UP AND ONGOING COSTS FOR ACCESS TO THE RMS

The parties agree the start-up costs consist of the following:

1. Two (2) ACISS licenses, which will provide access to the system. The cost for the two licenses is FIVE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$5,600.00), as reflected in Attachment 1, which is incorporated into and made a part of this MOU.

2. Netmotion licenses, which will provide mobile unit connection. The cost per license is ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$120.00); the CITY'S police department will determine how many mobile units will be so equipped with Netmotion and will be charged accordingly.
3. Traffic accident software. The cost per software package is FIFTY-NINE DOLLARS AND NO CENTS (\$59.00); the CITY'S police department will determine the number of software packages to be purchased by the PCSO on its behalf and will be charged accordingly.

The parties agree the ongoing costs are as follows:

1. The annual maintenance charge for the two ACISS licenses. The annual cost per ACISS license is FOUR HUNDRED SEVENTY-SIX DOLLARS AND NO CENTS (\$476.00). This amount shall be prorated depending upon when the connection between PCSO and the CITY'S police department is made and access to ACISS begins.
2. The annual maintenance charge for the Netmotion licenses. The annual cost per Netmotion license is TWENTY-FOUR DOLLARS AND NO CENTS (\$24.00). This amount shall be determined by the number of licenses obtained for the CITY'S police department and shall be prorated depending upon when the connection between PCSO and the police department is made and access to ACISS begins.
3. Automated Report Management System (ARMS) police reports which the CITY'S police department utilizes the PCSO to complete. The cost for each report is FIVE DOLLARS AND FIFTY CENTS (\$5.50), for which the CITY'S police department will be billed by the PCSO monthly and will be payable upon receipt.

Other than the ARMS police reports, which shall be billed monthly, the above-reference charges shall be calculated and invoiced by the PCSO as soon as possible after the effective date of the MOU, and are payable by the CITY upon receipt.

ARTICLE VI. TERMINATION

Either party may terminate this Agreement thirty (30) days after receipt by the other party of written notice of intent to terminate. Should either party decide to terminate the Agreement, all records and data generated by and belonging to each party shall be returned to the party to whom the data belongs. The parties agree to work together cooperatively to ensure a return of data in as timely a manner as possible.

ARTICLE VII. OTHER CONDITIONS

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced in writing, duly signed, and attached to the

original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM

City Attorney

APPROVED AS TO FORM

SHERIFF OF PINELLAS COUNTY, FLORIDA

Deputy General Counsel

Jim Coats, Sheriff

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization for the City Manager to waive bid requirements and enter into an agreement with TriTech Software Systems for the purchase of computer aided dispatch software to be installed at the police department communications center in the amount of \$21,980.00.

Date: February 22, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: This is a request to authorize the City Manager to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with TriTech Software Systems for the purchase of computer aided dispatch software to be installed at the police department communications center in the amount of \$21,980.00. This upgrade will replace existing obsolete and unsupported dispatch software dating back to 1991. Functionality of the existing dispatch software is totally dependant upon the police department contracting the services of a former employee of the manufacturer that went out of business several years ago. Software updates and revisions to coincide with newer versions of operating systems are unavailable. The police department is currently initiating an agreement with the Pinellas County Sheriff's Office that will provide access to the Augmented Computer Information Support System (ACISS) and the Automated Report Management System (ARMS) operated and maintained by the Pinellas County Sheriff's Office for the completion of police reports and police records management. Operational success of this project is dependant upon the police department replacing the existing computer aided dispatch software with a modern, supported version capable of communicating with and transferring police call data to the report writing and records management systems at the Sheriff's Office. Staff is recommending this purchase be made from the same computer aided dispatch software vendor TriTech as is currently being used by the Pinellas County Sheriff's Office and Clearwater P.D. to link their respective police call data with the ACISS/ARMS systems. Information Technology personnel at the Sheriff's Office, Clearwater P.D. and proposed dispatch software vendor TriTech work closely together maintain the flow of critical data into the ACISS/ARMS systems. Purchasing dispatch software from the same vendor maintains consistency within the systems and minimizes issues inherent to sophisticated technological upgrades.

Requested Motion: "I move that the City Manager be authorized to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with TriTech Software Systems for the purchase of computer aided dispatch software to be installed at the police department communications center in the amount of \$21,980.00."

Attachment: TriTech Software Systems Quote

**Reviewed by the
City Manager** MB



Imc Solutions 13 Centennial Drive North Grafton, MA 01536 508.893.6445

Proposal/Sales Quotation

Quotation # 1051LK-2

Quotation Date:

1/15/2011

Summary Information & Project Notes

Send Purchase Orders to:

Information Management Corporation

Attn: Sales FAX: 774-551-9153

sales@imcus.com

Remit Payments to:

Information Management Corporation

PO Box 671609

Dallas, TX 75267-1609

Quotation Issued by:

Lenny Kozlowski

Contact info:

lennyk@imcus.com

Terms and Conditions - Quote Valid Period: One Hundred (180) Days from quote date

License Terms: Installing and using the IMC software signifies acceptance of the terms and conditions of the End User License Agreement that accompanies the Software. **Payment**

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 774-551-9153 or email to sales@imcus.com to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# _____ on invoice

☐ No Purchase Order required to invoice

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. A copy of the agencies tax exempt certificate is included with this acceptance form.

Accepted for Client

Client Agency/Entity Name

Print Name

Client Authorized Representative

Signature

Client Authorized Representative

Title

Date

Police Department And Sheriff's Office In Florida Upgrade Public Safety Communications Solution

November 28, 2006

San Diego, CA - **TriTech Software Systems**, a provider of integrated public safety software solutions, recently announced that Clearwater Police Department (CPD) and Pinellas County Sheriff's Office (PCSO) in Florida have selected its command and control solution, VisiCAD Command™, to replace their existing computer-aided dispatch (CAD) system. In addition, the CPD and PCSO have also selected TriTech's mobile application, VisiNet Mobile™, to provide seamless communication from the CAD to field personnel. With the new system, CPD and PCSO will now be able to respond, operate and communicate in a more efficient and timely manner to its 940,000 citizens within their jurisdiction, according to the company.

Clearwater Police and Pinellas County Sheriff's officials partnered to replace their outdated dispatch systems which had become increasingly difficult to maintain.

Neither of their existing systems provided integration to mobile data computers and records management systems nor possessed data sharing capabilities to communicate with other agencies and external jurisdictions. In light of 9/11 and as other emergency events brought the need for interoperability to the forefront, Pinellas County and Clearwater Police recognized the need to modernize their system with turnkey, flexible solution.

After a rigorous evaluation of various systems from several public safety vendors, TriTech was selected for its ability to provide a system with greater performance and flexibility which could also expand for an interoperable regional effort. The similar TriTech solution for CPD and PCSO will allow for instantaneous communication and immediate data sharing between their systems to enhance multi-jurisdictional incident response and management. Additionally, with the open client-server architecture of VisiCAD Command, CPD and PCSO officials will be provided regular upgrades for its solutions, which deliver continual system performance and feature enhancements to ensure that their systems will always be on the cutting edge of technology.

"Pinellas County Sheriff's Office and the Clearwater Police Department partnered to combine their resources to increase technology interoperability, enhance public response, improve officer safety and provide a platform that other agencies could join in the future," says Deputy Chief of Police William "Bill" Baird of Clearwater Police Department. **"TriTech Software Systems was selected by a cross-section of personnel from both agencies because their product could provide the most dynamic and flexible uses of data. Reference checks and on-site visits confirmed RFP evaluations that TriTech was providing the most prolific CAD product that both**

agencies had reviewed. Now that city council has approved and signed the contract, we are anxiously waiting for the implementation process to begin."

"Following a thorough evaluation of all our options, our team judged that TriTech provided the best solution," says Dan Wiggins, director of support services for Pinellas County Sheriff's Information Management Division. "TriTech's VisiCAD software solution provides the flexibility we have been searching for to complete our real-time information sharing system with our partners at the Clearwater Police Department."

VisiNet Mobile, TriTech's wireless mobile data solution, will enhance data sharing from headquarters to the field as it seamlessly integrates with VisiCAD to provide real-time incident details, integrated mapping capabilities, hazmat details and caution notes. Field personnel have the ability to make on-scene decisions to enhance personnel and public safety and improve operational efficiency through secure, real-time access to CAD, RMS and other public/proprietary databases.

"We are very pleased that TriTech has been selected for its unmatched ability to provide an integrated and interoperable public safety communications solution that meets the requirements of law enforcement agencies," said TriTech president and CEO Chris Maloney. "Each agency will be able to operate on the same system and jointly respond to events without having to compromise their individual requirements. Through VisiCAD Command and VisiNet Mobile, Clearwater Police and Pinellas County Sheriff's Office will be provided the assurance of enhanced response times and robust recommendations to emergency situations through unparalleled access to critical information."

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

Issue Considered: Authorization for the City Manager to enter into an agreement with Dell Marketing LP for the purchase of one computer network server system in the amount of \$10,426.55.

Date: February 22, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue This is a request to authorize the City Manager to enter into an agreement with Dell Marketing LP for the purchase of one computer network server system in the amount of \$10,426.55. This upgrade will replace the existing obsolete and unsupported computer network server at the police department compromised by repeated hardware failures and down time. The new network computer server system will provide needed reliability, expansion capabilities, tighter integration, and enhanced police computer network security. Pricing for this purchase was quoted from a competitively solicited contract available to the City via the Florida State Purchasing Contract # 250-000-09-1 for Network Infrastructure Upgrades.

Requested Motion: “I move that the City Manager be authorized to waive the bid requirements and enter into an agreement with Dell Marketing LP for the purchase of one computer network server system to be located at the police department in the amount of \$10,426.55.”

Attachment: Dell Marketing LP Quote

Reviewed by the City Manager MB

DELL**QUOTATION****QUOTE #:** 569205882**Customer #:** 2978944**Contract #:** 32ABH**CustomerAgreement #:** 250-000-09-1**Quote Date:** 12/28/10**Date:** 12/28/10 10:59:04 AM**Customer Name:** CITY OF ST PETE BEACH

TOTAL QUOTE AMOUNT:	\$10,426.55		
Product Subtotal:	\$10,426.55		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$10,426.55	GROUP TOTAL: \$10,426.55
Base Unit:	PE R710 with Chassis for Up to 6, 3.5-Inch Hard Drives and Intel 56XX Processors (224-8462)		
Processor:	PowerEdge R710 Shipping (330-4124)		
Memory:	32GB Memory (8x4GB), 1333MHz Dual Ranked RDIMMs for 2 Procs, Advanced ECC (317-7391)		
Monitor:	Embedded Broadcom, GB Ethernet NICs with TOE (430-1764)		
Video Card:	Intel XeonE5620 2.4Ghz, 12M Cache,Turbo, HT, 1066MHz Max Mem (317-4112)		
Video Memory:	Intel Xeon E5620 2.4Ghz, 12M Cache,Turbo, HT, 1066MHz Max Mem (317-4124)		
Video Memory:	PowerEdge R710 Heat Sinks for 2 Processors (317-1213)		
Hard Drive:	600GB 15K RPM Self-Encrypting SA SCSI 6Gbps 3.5in Hotplug Hard Drive (342-0550)		
Hard Drive Controller:	PERC H700 Integrated RAID Controller, 512MB Cache, x6 (342-0649)		
Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)		
Operating System:	Windows Server 2008 R2, Enterprise Edition, Includes 10 CALs (421-1620)		
NIC:	Intel Gigabit ET NIC,Quad Port, Copper, PCIe-4 (430-0657)		
Modem:	iDRAC6 Enterprise (467-8648)		
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL (313-9092)		
Sound Card:	Bezel (313-7517)		
Speakers:	Riser with 2 PCIe x8 + 2 PCIe x4 Slot (320-7886)		
Documentation Diskette:	Dell Management Console (330-5280)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3485)		
Feature	RAID 5 for H700 or PERC 6/i Controllers (341-8700)		
Feature	Sliding Ready Rails With CableManagement Arm (330-3477)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (992-8162)		
Service:	ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (992-8352)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (993-2200)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8447)		
Service:	Dell Hardware Limited Warranty Extended Year (993-8458)		
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (993-8518)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	High Output Power Supply Redundant, 870W (330-3475)		
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)		
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)		
Misc:	600GB 15K RPM Self-Encrypting SA SCSI 6Gbps 3.5in Hotplug Hard Drive (342-0550)		
Misc:	600GB 15K RPM Self-Encrypting SA SCSI 6Gbps 3.5in Hotplug Hard Drive (342-0550)		
Misc:	600GB 15K RPM Self-Encrypting SA SCSI 6Gbps 3.5in Hotplug Hard Drive (342-0550)		
Misc:	600GB 15K RPM Self-Encrypting SA SCSI 6Gbps 3.5in Hotplug Hard Drive (342-0550)		

SALES REP:	Sean Duggan	PHONE:	800-981-3355
Email Address:	sean_duggan@dell.com	Phone Ext:	5139023

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a [State Environmental Fee](#) will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

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

Issue Considered: Authorization for the City Manager to enter into an agreement with the Florida Department of Environmental Protection accepting a matching Land and Water Conservation Fund Program grant in the amount of \$200,000.00 to be used for the acquisition of additional land at Egan Park.

Date: February 22, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Director of Finance

Summary of Issue: This is a request to authorize the City Manager to enter into an agreement with the Florida Department of Environmental Protection accepting a matching Land and Water Conservation Fund Program grant in the amount of \$200,000.00 to be used for the acquisition of additional land at Egan Park

On April 1st, 2010 the City Public Services Department applied for a matching Land and Water Conservation Fund Program grant in the amount of \$200,000.00 through the Florida Department of Environmental Protection. On July 2nd, 2010 the City received notification the award had been granted subject to the availability and approval of National Park Service funding. On January 26, 2011 the City received an award letter, contract and related commencement documents.

To proceed with the project and receive the award the City must agree to within one year of the date of execution of this contract:

- a. Submit a copy of the buyer-seller closing statement.
- b. Submit a copy of the deed to the subject property.

The final costs associated with purchase and closing on the property with the Trust for Public Land is estimated to be \$407,418.00.

Within three years from the completion of this acquisition project the City must agree to construct public outdoor recreation facilities or improvements to the subject property in accordance with development elements related to boating, fishing, picnic, water view and or other related support facilities. Eligibility to apply for additional Department of Environmental Protection grant funding through the Florida Recreational Development Assistance Program will be made available to the City as a result of this acquisition project.

Requested Motion: “I move to authorize the City Manager to enter into an agreement with the Florida Department of Environmental Protection accepting a matching Land and Water Conservation Fund Program grant in the amount of \$200,000.00 to be used for acquisition of additional land at Egan Park

Attachments: DEP-LWCF Contract Agreement, Grant Award letter.

**Reviewed by
City Manager:** MB



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

January 26, 2011

Mr. Dan O'Conner
Administrative Services Supervisor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Egan Park
LWCF Project No. 12-00573

Dear Mr. O'Conner:

Your Land and Water Conservation Fund Program (LWCF) grant has been approved by the National Park Service. To assist you in getting started, we have enclosed a folder containing the grant agreement, the LWCF Manual on CD/Rom, a copy of the LWCF rule, and all the forms necessary for the accomplishment of this grant. Please keep this folder in your files for project administration.

Grant Agreement

The grant agreement has been prepared in accordance with your application. It is important that you review the agreement to ensure that information specific to your project is accurate. Please execute and return both original copies and the attachments to our office on or before **March 18, 2011**. One original copy will be returned to you when formally executed by the Department.

Administrative Forms

1. **Commencement Documents:** Due by **March 18, 2011**. Unless a Waiver of Retroactivity has been issued, or provisions are provided for in this agreement, the project may not commence until all Commencement Documents have been received and approved by this office.
2. **Status Report Forms:** Status reports are due quarterly beginning **May 5, 2011**.
3. **Reimbursement Request Forms**
4. **Completion Documents:** Due 30 days after project completion.

Mr. Dan O'Conner
January 26, 2011
Page Two

If you have any questions or need an extension for the above deadline dates, please contact us at (850) 245-2501 or by email at Diane.Langston@dep.state.fl.us.

Sincerely,

A handwritten signature in cursive script that reads "A. Diane Langston".

A. Diane Langston
Community Assistance Consultant
Office of Information and Recreation Services
Division of Recreation and Parks
Mail Station #585

ADL/

Enclosure

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
FY 2010 - 2011
PROJECT AGREEMENT - ACQUISITION

This Project Agreement is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the **CITY OF ST. PETE BEACH**, whose address is 155 Corey Avenue, St. Pete Beach, Florida, 33706 (hereinafter called the "Grantee"), a local government, in furtherance of the Egan Park Addition project, an approved outdoor recreation project.

WHEREAS, the Department receives funds from the U.S. Department of the Interior, National Park Service, for the purpose of passing through the agency as grants to other entities in accordance with Section 375.021(4), Florida Statutes; and,

WHEREAS, Chapter 375, Florida Statutes, further authorizes the Department to receive grants for outdoor recreation and conservation; and,

WHEREAS, the Grantee has submitted Project Application number 485, which has been approved by the Department.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee do hereby agree as follows:

1. This Project Agreement shall be effective upon execution of this Project Agreement and end no later than one year from the date of execution, inclusive. If work identified in the approved project application and **Attachment A, Grant Work Plan**, is completed prior to the time allowed in this Project Agreement, the modification will be reduced to writing in an amendment to this Project Agreement. The Project Agreement shall be performed in accordance with Chapter 62D-5, Part VII, Florida Administrative Code (F.A.C.), effective July 15, 2001 (hereinafter called the **Rule**), the Land and Water Conservation Fund (LWCF) Act of 1965, Public Law 88-578, 78 Stat 897, as amended, (hereinafter called the **Act**), and in accordance with general provisions for such agreements prescribed by the United States Department of the Interior (hereinafter called the **USDOI**) in the LWCF Grants-in-Aid Manual, (hereinafter called the Manual). The Manual refers to the Code of Federal Regulations (CFRs) applicable to this

Project Agreement. The following table identifies several of the key CFRs addressed in the Manual, but does not limit the Grantee to compliance with only the CFRs identified in the table.

CFR Cite	Title
36 CFR 59	Land and Water Conservation Fund Program Assistance to States; Post-Completion Compliance Responsibilities
36 CFR 800.8	Coordination With the National Environmental Policy Act
43 CFR 12	Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 CFR 17	Nondiscrimination in Federally Assisted Programs of the Department of Interior

The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, including the above-stated provisions of the CFR, which are incorporated into this Project Agreement by reference, as if fully set forth herein. In the event a dispute should arise between the parties concerning the intent of any language herein contained, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the LWCF Act of 1965 and the general provisions governing this Project Agreement as set forth in the Manual. No construction shall be contrary to the requirements of any Act of Congress or of the regulations of the Secretary of the Interior.

2. The Department has found that public outdoor recreation is the primary purpose of the project known as **Egan Park Addition** (Land and Water Conservation Fund, LWCF Project Number **12-00573**), hereinafter called the Project, and enters into this Project Agreement with the Grantee for the acquisition of that real property identified in the Project Application, the legal description of which shall be submitted to the Department on the Land and Water Conservation Fund Program Approved Project Documentation Form, DEP Form FPS-A048. The approved Grant Work Plan, which includes the Project Elements (description of project, detailed budget, and anticipated deliverables), identified in the Grantee's approved Grant Application, is incorporated into this Project Agreement as Attachment A. Any revisions to the Project Elements as set forth in the approved Grant Work Plan must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

3. Within three (3) years from the completion date set forth in the Project Completion Certificate, DEP Form FPS-A049, the Grantee shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements in accordance with the following development elements: **Boating facility, picnic facility, fishing pier, water view park, and other related support facilities**. These elements may be modified by the Department if the Grantee shows good cause and the Department approves the modification in accordance with paragraph 2.

4. The Grantee understands that, under separate Agreement, the Project Elements identified in paragraph 3 herein shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the Grant Work Plan. Project Site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Site improvements and facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. This site development plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the park shall be placed underground. The Grantee shall have the final site development plan (site engineering and architectural) prepared by a registered architect or engineer licensed in accordance with the laws of the State of Florida.
5. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **\$200,000.00** toward the total project cost described in the approved Project application. Program fund limits are based upon the following:
- | | |
|----------------------|--|
| Total Grantee Amount | \$ 200,000.00 (paid by the Department) |
| Grantee Match Amount | \$ 200,000.00 (paid by the Grantee) |
| Total Project Cost | \$ 400,000.00 |
| Type of Match | Cash and/or In-Kind Services |
- B. Within sixty (60) days after receipt of the request for payment from the Grantee, the Department's Grant Manager shall review the completion documentation and payment request from the Grantee for the Project. If the documentation is sufficient and meets the requirements of the Land and Water Conservation Fund Program Required Project Completion Documentation Form, DEP Form FPS-A051, referenced in Rule 62D-5.073(6)(h), F.A.C., the Department will approve the request for payment. A final payment request must be submitted to the Department no later than thirty (30) days after the completion date identified in paragraph 1, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
6. In addition to the invoicing requirements contained in paragraph 5.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Project Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30)

calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87(2 CFR, Part 225), A-122 (2 CFR, Part 230), A-21 (2 CFR, Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR, Part 215) at: <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

7. Reimbursement for travel expenses is not authorized under this Project Agreement.
8. The purchase of non-expendable personal property or equipment is not authorized under the terms of this Project Agreement.
9. The Grantee agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Accountability Procedures (hereinafter called "the Procedure") incorporated into this Project Agreement by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the Project shall be secured in accordance with the procurement requirements specified in 43 CFR 12.76. Expenses representing the Project costs, including the required matching contribution, shall be reported to the Department and summarized on certification forms provided in the Procedure. The Department and Grantee agree to use the Procedure guidelines in accounting for LWCF funds disbursed under the Project. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the Procedure shall be used.
10. Land acquired for public outdoor recreation purposes prior to the date of project approval shall be eligible for consideration if the applicant obtains a waiver of retroactivity (as defined in Rule 62D-5.069(47), F.A.C.) from the Department before entering into formal negotiations to acquire the property and all applicable Manual requirements have been satisfied. The full Project amount may be reimbursed upon completion of the Project if such costs are identified in the Grant Work Plan as eligible costs incurred prior to execution of this Project Agreement.
11. Project funds may be reimbursed for eligible Preagreement Expenses (as defined in Rule 62D-5.069(31), F.A.C.) incurred by the Grantee prior to execution of this Project Agreement as set forth in Rule 62D-5.073(2), F.A.C.. The

Department and the Grantee fully understand and agree that there shall be no reimbursement of Project funds by the Department for any expenditure made prior to the execution of this Project Agreement with the exception of the following expenditures, which meet the requirements of the foregoing sections of the Rule.

Preagreement Costs Approved:

Description of Work Performed	Amount Approved
None	0
Total Preagreement Costs Approved:	0

12.
 - A. Prior to commencement of Project acquisition, the Grantee shall submit to the Department the documentation required by the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, DEP Form FPS-A050, referenced in Rule 62D-5.073(6)(g), F.A.C. Upon determining that the documentation complies with the Rule, the Department will give written notice to the Grantee to commence the acquisition and will approve the request for payment.
 - B. Upon execution of this Project Agreement, the Grantee acknowledges the prior receipt of the LWCF Grants-in-Aid Manual, the Division of Recreation and Parks' Financial Reporting Procedures, and the required project commencement documents listed below that must be completed by the Grantee, if applicable, and returned to the Department within sixty (60) days following the execution date of this Project Agreement. This date may be extended upon written approval from the Department Grant Manager, who is authorized to sign such approval letters.
 - C. Required Project Commencement Documentation for Acquisition Agreements:
 1. Grantee Documentation of Condemnation (if applicable)
 2. Written Offer to Purchase with Statement of, or waiver of, Just Compensation
 3. Relocation Plan for Displaced Residents (PL91-646, if applicable)
 4. Mean or Ordinary High Water Survey (if applicable)
 5. Appraisal (2 copies)
 6. Boundary Survey
 7. Title Search
 8. Certification of Manual Possession (Form FPS-A059)
13. The Grantee shall complete all Project acquisition by the completion date established in paragraph 1, above.

14. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property acquired with federal funds shall be retained for five years following final disposition.
15. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
16. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment B (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment B** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment B**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in paragraph 18, to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Project Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment B, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination"

(form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment C**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment C shall be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
17. Following receipt of an audit report identifying any reimbursement due the Department for the Grantee's noncompliance with this Project Agreement, the Grantee will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of any reimbursement due the Department.
18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. If the Grantee is self-funded for liability insurance, as appropriate and allowable under Florida law, then the Grantee warrants and represents that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee. The Department shall have no liability except as specifically provided in this Project Agreement.
19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor to similarly provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Project Agreement is not protected under Florida Workers' Compensation law, the Grantee shall provide,

and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

20. The Department's Grant Manager for the purpose of this Project Agreement shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The Grantee's Liaison Agent, as identified in the Project Application, or successor, shall act on behalf of the Grantee relative to the provisions of this Project Agreement. The Grantee's Liaison Agent (also known as Grantee's Grant Manager), shall submit to the Department signed Project status reports every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the Department. Any and all notices shall be deemed effective and sufficient if sent via U.S. mail, facsimile (fax), or by hand-delivery to the parties at the following addresses:

Grantee's Liaison Agent

Name: Mr. Dan O'Connor
Administrative Services Supervisor
Entity: City of St. Pete Beach
Address: 155 Corey Avenue
City, State, Zip: St. Pete Beach, FL 33706
Phone: 727/363-9243
Fax: 727/367-2736
Email: d.oconnor@stpetebeach.org

Department's Grant Manager

Name: A. Diane Langston
Entity: Florida Department of Environmental
Protection
Address: 3900 Commonwealth Boulevard, MS585
City, State, Zip: Tallahassee, Florida 32399-3000
Phone: (850) 245-2501
Fax: (850) 245-3038
Email: diane.langston@dep.state.fl.us

Any changes to the contact information shown above must be noticed to the other party within ten (10) days of the change and reduced to writing in the form of a Change Order to this Project Agreement.

21. Prior to final reimbursement, the Grantee must erect a permanent informational sign on the Project site which credits Project funding or a portion thereof, from the Land and Water Conservation Fund Program through the USDOI and the Department.

22. The Department and USDOl have the right to inspect the Project and any and all records related thereto at any reasonable time.
23. This Project Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Project Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) (a), Florida Statutes.
24. Prior to the closing of the Project, the Department shall have the right to demand a refund, either in whole or in part, of the LWCF funds provided to the Grantee for non-compliance with the material terms of this Project Agreement. The Grantee, upon such written notification from the Department, shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated and determined pursuant to Section 55.03(1) of the Florida Statutes. Interest shall be calculated from the date(s) of payment(s) to the Grantee by the Department to the date repayment is made by Grantee. After closing of the Project, the Grantee may not repay the funds but shall go through the conversion process described by the Manual and the Rule.
25. If the United States, acting through the USDOl, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to pay the refund and will forthwith repay directly to the Department the amount of money demanded.
26. The Grantee shall comply with all federal, state and local laws, rules, regulations and ordinances in acquiring and developing this Project. The Grantee acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations, including all applicable building codes and permits. The Grantee further agrees to ensure that, in the event work is subcontracted, the Grantee will include the requirements of this paragraph in all subcontracts made to perform this Project Agreement.
27. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of each executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all

monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

28. By acceptance of the provisions of this Project Agreement, the Grantee does hereby agree to dedicate the Project Site and all land within the Project boundaries, identified in paragraph 2 herein, in perpetuity as an outdoor recreation site for the use and benefit of the public, as stated in Rule 62D-5.074(1), F.A.C. Execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida. The Grantee represents that it has sufficient site control to enable this dedication. All dedications must be promptly recorded in the county's official public records by the Grantee and Grantee shall provide a certified copy to the Department.
29. The Grantee agrees to operate and maintain the Project site as stated in Rule 62D-5.074(2), F.A.C. The Project site, Project-related facilities (if any), and any future outdoor recreation facilities developed on the Project site shall be open to the general public for outdoor recreation use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain said Project-related facilities and improvements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project site, if said development is not described in paragraph 3 herein.
30. The Grantee shall not, for any reason, convert all or any portion of the park for any purpose other than public outdoor recreation without prior approval of the USDOl and the Department pursuant to Section 6(f)(3) of the LWCF Act, the Manual, and Rule 62D-5.074(3), F.A.C.
31. A. Failure to comply with the provisions of the Rule or the terms and conditions of this Project Agreement will result in termination of the Project Agreement by the Department. Unless otherwise stated herein, in the event of violation of the Rule or the provisions of this Project Agreement, the Department shall provide the Grantee thirty (30) days written notice of its intent to terminate. The written notice shall state the particular violations and provide a reasonable time to cure the violations; however, if the Grantee does not cure or obtain an extension of time within the time period stated in the notice, this Project Agreement shall be automatically terminated on the following calendar day.

- B. The Department may terminate this Project Agreement when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The Grantee shall not incur new obligations for the Project after the effective date and shall cancel as many outstanding obligations as possible. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
32. In the event of conflict in the provisions of the Rule, the Project Agreement and the Project Application, the provisions of the Rule shall control over this Project Agreement and this Project Agreement shall control over the Project Application documents.
33. If the Department determines that site control is not sufficient under the Rule or has been compromised, the Department shall give the Grantee a notice, in writing, and a reasonable time to comply. If the deficiency cannot be reasonably corrected within the time specified in the notice, the Department shall terminate this Project Agreement.
34. In accordance with the LWCF Act, Program funds will be made available contingent upon an annual appropriation to each State by Congress. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation of spending authority by the Florida Legislature. The parties hereto understand that this Project Agreement is not a commitment of future appropriations.
35. A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment D**, Form DEP 55-221, effective January 2001, "Disclosure of Lobbying Activities" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **(43 CFR Part 18)**
- B. In accordance with section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Project Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

36. A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of this Project Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a bid on a contract to provide goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
37. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Grantee shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Grantee shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:
- all persons employed by the Grantee, during the term of this Agreement, to perform employment duties within Florida; and,
 - all persons (including subcontractors and subrecipients) assigned by the Grantee to perform work pursuant to this Agreement.
- The Grantee shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.
38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of s. 768.28, Florida Statutes, and other statutes that provide immunity to the Department or the State.
39. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the Category Two threshold amount provided in s. 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

40. In accordance with Executive Order 12549, Debarment and Suspension (2 CFR, Part 1400), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOJ to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.
41. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Project Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
43. This Project Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.
44. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment E, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment F, Regulations**, attached hereto and made a part hereof, shall apply to this Project Agreement.
45. This Project Agreement is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the Department.
46. The parties hereto acknowledge and agree that provisions contained in paragraphs 3, 4, 14 and 28-30 shall survive the end date of this Project Agreement, as established in paragraph 1.

47. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Project Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be duly executed, the day and year last written below.

FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

CITY OF ST. PETE BEACH

By: _____ **DO NOT SIGN**
Division Director
Division of Recreation and Parks
and State Liaison Officer
(or designee)

Date: _____ **DO NOT DATE**

By: _____

Printed Name

Title

Date: _____

FEID No.: _____

Address:
Office of Information and Recreation
Services (MS 585)
Division of Recreation and Parks
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Address:


DEP Grant Manager

Grantee's Attorney

Approved as to form and legality for
use for one year by Reagan Russell,
Assistant General Counsel on
December 23, 2010.

Attachments:

Attachment	A Project Work Plan (1 Page)
Attachment	B Special Audit Requirements (5 Pages)
Attachment	C Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	D Disclosure of Lobbying Activities (2 pages)
Attachment	E Contract Provisions (3 Pages)
Attachment	F Regulations (1 Page)

ATTACHMENT A to Project Agreement

PROJECT WORK PLAN

Project Name: Egan Park Addition

Grantee Name: City of St. Pete Beach City Commission

Please list the each project element along with its objective and estimated amount:

Project Element 1: Egan Park Land Acquisition, \$400,000.

The project reimbursements are limited to 1 invoice upon 100% completion of the project.

Commencement Documentation required prior to Reimbursement Request

PERCENT COMPLETION FOR INVOICE SUBMITTAL	ELEMENTS/WORK TO BE ACCOMPLISHED AT THIS COMPLETION PERCENTAGE	ESTIMATED INVOICE AMOUNT FOR REIMBURSEMENT	MATCH AMOUNT	DOCUMENTATION TO BE SUBMITTED
100%	Egan Park Land Acquisition	\$200,000	\$200,000.00	Project Completion Certificate Project Boundary Map Color photographs Notice of Limitation of Use Florida Recreation and Parks Inventory form Final payment request Deed to property Buyer-Seller Financial Closing Statement Construction schedule for development of project
	TOTAL DEP FUNDING AMOUNT	\$200,000.00	\$200,000.00	

Completion Documentation required prior to Final Reimbursement Request

ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category
Original Agreement	U.S. Department of the Interior, NPS	15.916	Land and Water Conservation Fund Grants	140001-10

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	CSFA Number or CSFA Title Funding Source Description	State Appropriation Category

Total Award			\$200,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT C

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT D

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): SF-LLLA, if necessary		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)		

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT E

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
22. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
23. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g).
24. **Compliance with the Americans with Disabilities Act (ADA) of 1990, Public Law 100-336, American with Disabilities act Accessibility Guidelines at 28 CFR 36 and the Americans with Disability Act Title II at 28 CFR 35.** By accepting funds under this Agreement, the Grantee agrees to comply with the provisions under the ADA regulations stated above.

ATTACHMENT F REGULATIONS

Formal regulations concerning administrative procedures for Department of Interior (DOI) grants appear in Title 43 of the Code of Federal Regulations. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
General	
43 C.F.R. 17	Nondiscrimination in federally assisted programs of the DOI
Grants and Other Federal Assistance	
43 C.F.R. 12	Subpart C - Uniform administrative requirements for grants and cooperative agreements to state and local governments
43 C.F.R. 12	Subpart F - Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
43 C.F.R. 18	New restrictions on lobbying
43 C.F.R. 43	Governmentwide requirements for drug-free workplace
Other Federal Regulations	
2 C.F.R. 1400	Suspension and Debarment
48 C.F.R. 31	Contract Cost Principles and Procedures
Office of Management and Budget 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-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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