COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, March 22, 2011

6:30 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

INSTALLATION MEETING

Call to Order

1. **Installation of District 2 Commissioner Jim Parent**

2. **Installation of District 4 Commissioner Bev Garnett**

Adjourn

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. **Introduction of Dan Graves, Fire Chief**
    b. **National Public Works Week Proclamation "Serving you and your community."**
    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 Minutes of February 10, 2011 City Commission Workshop, February 22, 2011 Regular Meeting and March 9, 2011 Special Meeting**
    b. **Authorization for the City Manager to retain Wells, Houser & Schatzel, P. A. for Auditing Services**
    c. **Authorize the City Manager to enter into a purchasing agreement with Altec Industries for the purchase of an F-550 Altec bucket truck in the amount of $87,460.00 for the Public Services Department.**
    d. **Authorize the City Manager to enter into a purchasing agreement with Alan Jay Automotive Network in the amount of $45,062.00 for the purchase of a Ford F-350 with crane for the Public Services Department.**
    e. **Authorize the City Manager to enter into an agreement for $23,749.60 per year with USA Services of Florida, Inc., for a two (2) year contract extension for street sweeping services.**
    f. **Ratification of the City Manager's decision to authorize beer sales at the Kiwanis Mardi Gras celebration on March 5th and 6th at Pass-A-Grille Beach.**

5. **Ordinances**
    a. **Ordinance 2011-07, Final Reading and Public Hearing, 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.**
    b. **Ordinance 2011-10, Final Reading and Public Hearing, amending Section 38-14 of the Code of Ordinance to provide for a runoff election not later than sixty (60) days after the regular election.**
    c. **Ordinance 2011-09, First Reading and Public Hearing, amending Chapter 82 of the City of St. Pete Beach City Code by creating Article V entitled "traffic light safety;" providing for recorded image monitoring and**

enforcement of red light violations consistent with general law.

6. **Resolutions**
   a. **Resolution No. 2011-08, Accepting March 8, 2011 Election Results**
   b. **Resolution 2011-09 declaring as surplus three (3) City vehicles.**

7. **Action Items**
   a. **Case #20110006 Conditional Use. Applicant requests approval of Conditional Use for Operation of a Commercial Parking Lot for property located at 3855 Gulf Boulevard as provided for in Section 14.4(j) of the Land Development Code. Applicant requests Variance to Section 23.4 to allow for unpaved parking area. Applicant requests Variance to Sections 22.3 and 22.6 to delete required landscaping.**
   b. **Appointment to the General Employees' Pension Board of Trustees**
   c. **Appointment to the Police Officers' Pension Board of Trustees**
   d. **Appointment to the Firefighters' Pension Board of Trustees**
   e. **Authorize the City Manager to enter into a purchasing agreement in the amount of $24,713.00 with Smith Fencing for new tennis court fencing, concrete block backboard and dog park fencing at Vina Del Mar Park.**
   f. **Authorization to seek an Attorney General opinion on the proper method to approve the 2008 Community Redevelopment District comprehensive plan amendment and land development regulations following repeal of City Charter sections 3.15, 3.17 and 3.18.**
   g. **Pinellas Safe Harbor Donation**
   h. **Alcalde & Fay - Agreement for Lobbyist Services**

8. **Items for Discussion – none for this agenda.**

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: National Public Works Week "Serving you and your community."

Date: March 22, 2011

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: This year, National Public Works Week will be celebrated May 15-21, 2011 and the theme is: "Serving you and your community."

National Public Works Week (NPWW) is a celebration of the tens of thousands of men and women in North America who provide and maintain the natural resources, infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, NPWW calls attention to the importance of public works in community life. The Week seeks to enhance the prestige of the often-unsung heroes of our society – the professionals who serve the public good every day with quiet dedication.

Once finalized, the Proclamation will be sent to the APWA Florida Chapter Annual Meeting and Tradeshow being held in Daytona, Florida and will be displayed along with others from around the State. It is quite an impressive site to see all the proclamations displayed and it reminds us of how important natural resources, infrastructure, and services are to a community.

Attachments: Proclamation

Reviewed by
City Manager: MB

PROCLAMATION

City of St Pete Beach, Florida

WHEREAS, public works services provided in our community are a critical and important part of our residents everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as beaches and dunes, streets and highways, sidewalks and bike paths, parks and recreation, public buildings and facilities, water, wastewater, reclaimed water, stormwater and solid waste collection; and

WHEREAS, the health, safety, economy and comfort of this community greatly depends on these natural resources, infrastructure, and services; and

WHEREAS, the quality and effectiveness of these natural resources, infrastructure, and services, as well as their planning, design, construction, operation and maintenance is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme is **"Public Works: Serving you and your community"** and we seek to celebrate the hard work and dedication of the many public works professionals throughout the world.

NOW, ***THEREFORE***, The City Commission of St Pete Beach, Florida does hereby proclaim the week of May 15th through May 21nd, 2011 as

NATIONAL PUBLIC WORKS WEEK

in the City of St Pete Beach, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, economy, comfort, and quality of life.

SEAL:

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of St. Pete Beach, Pinellas County, Florida to be affixed this 22th day of March, 2011.*

____

Mayor

City Attorney Cost
Fiscal Year 2010 - 2011

Date of Service	Chmielewski	Pyle vs. DCA	Pyle vs. SPB	Edwards vs. SPB	SPB vs. Woods Mediation	Sowa	Chmielewski vs. SPB (Inverse Condemnation)	Pyle litigation (SOLV Petitions)	Master Pump Station	Kadoura vs. SPB	Kadoura & McCormick vs. SPB	Labor Atty.
10/31/09				$ 902.50	$ 275.00	$ 209.13		$ 95.35		$ 49,336.70		
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
12/31/09		$ 14,652.10		$ 1,127.75	$ 2,203.68	$ 1,293.50	$ 102.50	$ 537.53		$ 4,147.13		
1/31/10		$ 594.00	$ 358.12	$ 769.52	$ 3,199.75	$ 72.75				$ 10,345.93		
2/28/10		$ 256.02	$ 324.71	$ 83.25	$ 665.00					$ 33,183.02		
3/31/10		$ 4,473.60	$ 89.70	$ 451.00	$ 2,120.08		$ 1,173.18			$ 10,212.35		$ 1,620.44
4/30/10		$ 146.43	$ 1,902.33		$ 1,006.75		$ 9,480.57			$ 4,118.98		
5/31/10			$ 9,154.84	$ 255.75	$ 2,835.63		$ 2,436.13			$ 15,524.78		$ 1,142.75
6/30/10			$19,527.16	$ 329.00	$ 1,156.95		$ 748.50			$ 8,420.92		$ 200.00
7/31/10			$ 9,783.29	$ 2,540.75	$ 102.50		$ 1,435.00			$ 15,495.71		$ 741.50
8/31/10			$ 46,739.57		$ 350.19		$ 287.00			$ 17,953.83		$ 741.50
9/30/10			$ 9,429.68	$ 144.00		$ 109.31	$ 287.00			$ 40,519.66	$ 61.50	$ 194.32
10/31/10	$ 64.63		$ 143.54	$ 618.25						$ 9,154.79		
11/30/10			$ 4,743.18				$ 266.50			$ 11,418.24		
12/31/10			$ 4,914.32			$ 143.75				$ 4,897.92		
1/31/11			$ 447.74	$ 553.50						$ 6,483.84		$ 440.00
2/28/11				$ 184.50						$ 4,616.62	$ 188.46	
	$ 269.63	$ 22,276.37	$ 107,558.18	$ 8,472.27	$ 14,441.53	$ 3,849.32	$ 18,290.88	$ 10,970.04	$ 307.50	$ 260,067.16	$ 905.96	$ 6,542.01

Date of Service	Coconut Inn	Schechner vs SPB	Challenge to Dolphin Village Approval	Threatened Enforcement litigation	Dr. Pyle litigation 2010	Complaint writ of Mandamus Sunshine Law Violation	Robert & Geraldine Pletcher	Kadoura v City, Sunshine Law Appeal	Kadoura Public Records Lawsuit	Threatened litigation Waves Condo	Threatened litigation Electronic Records	Appeal of Pyle v. SPB final judgement ballot challenge	Appeal of Kadoura v SPB final judgement declaratory action	Threatened litigation Public Records/ Sunshine/Election	Anderson litigation against SPB	Total
10/31/09																$ 50,818.68
11/30/09																$ 34,492.00
12/31/09																$ 26,974.69
1/31/10																$ 15,503.69
2/28/10	$102.50															$ 35,137.75
3/31/10		$ 123.00	$ 143.50													$ 21,412.05
4/30/10		$ 63.93														$ 16,882.99
5/31/10				$ 1,675.20												$ 34,111.58
6/30/10				$ 499.93	$ 6,263.69	$ 3,782.00										$ 41,267.40
7/31/10	$ 676.50			$ 1,714.34	$ 125.00	$ 7,509.22	$ 346.75			$ 82.00						$ 40,552.56
8/31/10				$ 573.90		$ 3,738.42				$ 1,004.50						$ 71,388.91
9/30/10	$ 123.00			$ 184.50		$ 327.00		$ 226.75								$ 51,606.72
10/31/10	$ 4,549.06							$ 62.00	$ 77.02		$ 246.00					$ 14,915.29
11/30/10	$ 82.00							$ 266.50								$ 16,776.42
12/31/10								$ 761.71								$ 10,717.70
1/31/11						$ 368.00		$ 1,010.01				$ 1,866.06	$ 2,634.50	$ 4,448.50		$ 18,252.15
2/28/11						$ 421.38	$ 2,589.67	$ 1,102.26				$ 1,729.92	$ 668.03	$ 1,996.00	$ 10,330.00	$ 23,826.84
	$ 5,533.06	$ 186.93	$ 143.50	$ 4,647.87	$ 6,388.69	$ 16,146.02	$ 2,936.42	$ 3,429.23	$ 77.02	$ 1,086.50	$ 246.00	$ 3,595.98	$ 3,302.53	$ 6,444.50	$ 10,330.00	$ 514,307.42

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

CITY COMMISSION WORKSHOP

February 10, 2011
3:00 pm

MINUTES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Commissioner Al Halpern
Vice Mayor Jim Parent
Commissioner Marvin Shavlan
Mayor Mike Finnerty

NOT PRESENT

Commissioner Beverly Garnett

ALSO PRESENT

City Manager Mike Bonfield
Acting City Clerk Pamala Prell
Police Chief David Romine
Captain Dean Horianopoulos

Mayor Finnerty called upon Mike Bonfield to give a brief run down on the historical data on Corey Avenue.

Mr. Bonfield reported that they are focusing on the area of West Corey Avenue as to actual data relating to criminal activity, police calls and police time spent. Also issues concerning the Nuisance Abatement Board; there has been some conversation about the possibility of adopting an ordinance to follow the state statute for Nuisance Abatement Boards. Captain Horianopoulos is very familiar with them and he can explain how they work and how they may be used in St. Pete Beach. Most recently the issue of surveillance cameras has come up and they also want to spend some time talking about them.

Mayor Finnerty remarked that there was quite a large number of people attending this workshop and asked if they could keep their comments limited to three minutes when addressing the Commission; he also asked if they could end this Workshop at 5:00 or 5:30 pm. He then called on Chief Romine and Captain Horianopoulos to come forward and proceed with their presentation.

Chief Romine explained that he was at this Meeting specifically to address some ongoing concerns about activities at the West end of Corey Avenue. There seemed to be a focus of specific response locations that were driving those concerns. He presented some statistics that were put together for those locations which were displayed for review.

The addresses on these statistics are 550 Corey, 600 Corey Avenue, 601 Corey, 625 Corey Avenue, but that address may have been rolled into 635 Corey. The statistical review presented is for the years of 2007, 2008, 2009 & 2010.

In order to qualify for a Nuisance Abatement Board they must have 3 calls within a six-month period for a specific location for a specific crime. There are four types of arrests that qualify under that statute; prostitution, drugs, gang related activities and/or dealing in stolen property.

Mayor Finnerty remarked that it was good that the crime rate has gone down in that area but, judging by the number of people at this workshop, people are concerned about their safety and they are reaching out to the City to communicate with them.

Captain Horianopoulos explained that this department has “read offs” every single day; every shift has a “read off”. That crime analysis gets disseminated to the troops so they know where the issues are and what the crimes are. If they are having issues in any specific place in the City, then they are going to direct their resources towards that area.

Captain Horianopoulos has been on this force for 19 years; in those 19 years, the worst he has seen on Corey Avenue was actually the year 2006.

Moving on to the issue of Nuisance Abatement, the Police Department first looked at it in 2007 and the laws from 2007 have not changed. The Captain proceeded to read some of the elements from Florida Statute 93 and give a brief overview of the Nuisance Abatement Board from St. Petersburg; how they go about it and what they do and briefly explained how it could relate to St. Pete Beach.

Last year, St. Petersburg had 10 cases go before the Board; they had given out 85 warning letters where the property owner is required to take some sort of action. In 2009, St. Petersburg had 4 cases before the Board.

Mayor Finnerty stated that it seems like a lot of responsibility for volunteers; are they sworn in, do they have to pass any sort of examination. Captain Horianopoulos wasn’t sure about their background check or what their criteria was to be a Board member. They meet monthly when they have active cases and they serve for three year terms.

Chief Romine then proceeded to explain surveillance cameras. There are two types that a government can install for surveillance type issues. One is a fixed camera with hard wiring for electricity and the other is a remote camera that's powered by either battery or by solar and usually operates off a projected image. What has to be considered when looking at these two types of cameras is what is their intent, what are they trying to accomplish. The cameras they have looked at and gotten prices on go anywhere from $10,000 to $30,000.

Mayor Finnerty then opened the Workshop to audience comments.

Marion Krauthammer, 500 50th Avenue, thanked the Police Department for doing a fabulous job. She too has the perception that things are worse than they really are.

Mr. Marino, owns a business on the Beach and hears about the good job the Police Department is doing, he hears about cameras and Nuisance Abatement but he doesn't hear the most important part – a lot of arrests and convictions.

Sandra Samusenko, 7100 Sunset Way, thinks the City is getting a very bad rap and she believes the City deserves it. She thinks the Commission should go look at the properties themselves particularly the code violations.

Bob Brown, 7100 Sunset Way, had a guest who went for a walk and he said he walked two blocks and felt like he was in a slum area. He wants to know from the Commission what can be done to improve the neighborhood. Code violations might be one step.

Chris Martin, 7338 Coquina Way, a winter visitor from Chicago where he is a member of a Neighborhood Watch Group suggested that the residents of this City do the same.

Debbie Lovett, 7101 Boca Ciega, asked if the Fire Inspector had looked at the property at the end of Corey Avenue and what about code violations.

Paul Pfister, 8090 Gulf Boulevard, had a meeting with Mayor Finnerty and Karl Holley about a property on 78th with a lot of homeless men. With the help of Code

Enforcement, they came up with 22 violations for these people. There were 6 people but now there are about 2 or 3. The moved from there and went to the Park. A couple of weeks later he contacted Commissioner Halpern and he called the police. He feels the best thing to do is call Code Enforcement.

George Moore, 406 41st Avenue, asked why is it the perception that this area is the worst. He referred to the chart that Chief Romine provided.

Debra Schechner, 710 Boca Ciega Isle Drive, thanked the Commission for holding the Workshop and also thanked the Police Department for their hard work. She thinks the City should consider the Nuisance Abatement Board.

Tom DeYampert, 78th Avenue, thinks the City should establish a rental registration program similar to the one in St. Petersburg where you register your rental properties; the properties are inspected and he believes Code Enforcement is a huge key to the remedy. The City needs to deal with the cause, not the symptom. The Police Department is doing a great job.

Will Jacoby, 8100 Gulf Boulevard, suggested a way to change the business profile of the properties in question.

Harry Metz, 504 Pass-a-Grille Way, stated that the Code Enforcement people work hard but there are still buildings on Corey Avenue that have windows boarded up with plywood that people live in. This has been going on for nine years or more; people complain about those buildings, about other buildings on Corey, and nothing is really accomplished. Why can't the City do some enforcement on those buildings instead of just letting them deteriorate and the property values go down in that area. The Police do a fantastic job. Police presence is vital to the area.

Florence McNally, has property at 7100 Sunset Way, asked what can they do about the problems on Corey.

Mayor Finnerty asked for further audience comments; hearing none, he called on Mr. Bonfield for remarks who in turn stated that Karl Holley was present and could address code enforcement which is an ongoing process.

Karl Holley understands that the City's citizens are concerned and he understands that their concerns are legitimate. He is willing to provide to the Commission and the citizens the records of code enforcement history on the properties they are concerned about.

The property at 635 Corey Avenue continues to be a problem. Mayor Finnerty asked why doesn't the City buy it and put a park in there. Mr. Bonfield and Mr. Holley explained the laws and procedures for taking property under the eminent domain laws and the costs involved.

Commissioner Halpern thinks it's a good idea and worth pursuing but asked where they are going to get the money.

Vice Mayor Parent stated that there are steps to be taken and the first preliminary steps should be relatively inexpensive.

Mr. Bonfield suggested that an appraisal on those properties would cost between $20,000 to $25,000. The first thing you need to do is get some idea what they're talking about; are they talking about $100,000 or $10 million.

Vice Mayor Parent asked Mr. Holley if he could provide types of public facilities that would justify condemning the properties.

Vice Mayor Parent asked Mrs. McNally if a Citizen Crime Watch group had been formed and if they are active.

Mrs. McNally responded that the Crime Watch group has been formed and they are quite active. She has some pictures that are being developed and will give them to the Commission.

Mr. Bonfield brought up the pay phone; if the City is paying for it they will take it out. If the property owner is paying for it, he will see what can be done to limit it to only outgoing calls.

Vice Mayor Parent brought up the property with the boarded up window; is it a violation or not. Bruce Cooper advised the Commission that they have been written up for many violations and he will personally walk around all these properties to determine if there are further violations that they can go ahead and cite them for and do it all at one time. He hopes the new lessee at 665 Corey Avenue will perform as they have indicated and if so, he hopes that brings some stability and maintenance to that property.

Mayor Finnerty again opened the Workshop to audience comments.

Irene Depinto, 530 73rd Avenue, suggested that after a certain number of calls, that the property owner be charged. Mr. Bonfield is not aware of such a practice and is only aware of excessive false alarms from the alarm companies and they can charge for those. He doesn't think this is feasible.

Will Jacoby, 8100 Gulf Boulevard, has been involved with a group of investors and looking at those properties. If the City purchased that property, they could turn one side of it into what Gulfport Boulevard has which is an artist's colony and the other side with a 50's retro motel which was originally there.

Paul Pfister, stated that inside the Civic Association they have a "neglected property" committee and they will work with Karl Holley and the Commissioners down there and get that group going. If you buy that property they are just going to move somewhere else.

Debra Schechner, 710 Boca Ciega Isle Drive, advised the Commission that there have been reports from the neighbors that there is more prostitution going on than just $13 prostitutes. This problem has been solved in the past and now something has to be done. As far as an artist's colony, a city in the north did just that and it was very successful.

Leslie Jeffrey, 73rd Avenue, suggested a commercial overlay along that strip and the City wouldn't have to buy the property.

Mr. Bonfield asked if there is interest in pursuing a Nuisance Abatement Board. If they are interested in putting one in place, he can get the legislation together but he doesn't want anyone to think that will be an immediate solution because the City has not had the history that qualifies under the State Statute.

Mayor Finnerty feels that the Neighborhood Watch is working now and he doesn't want to endanger anyone going out there to take a picture of someone and then have them take some sort of action against the person that is going to report them.

Mr. Bonfield advised that if they work with the Police Department, they will educate them on how to conduct a Community Watch and not put themselves in danger.

Vice Mayor Parent asked why the Nuisance Abatement Board couldn't be the responsibility of the Special Magistrate. Why can't they have those powers under the Special Magistrate just like code enforcement, that way they wouldn't have to start up a new board. Mr. Bonfield agreed to research it.

Commissioner Halpern asked about the zoning where the Blake Inn is located. Mr. Bonfield responded that it's all commercial. Everything that's there that is not strictly commercial use is non-conforming. She is grandfathered a non-conforming use. The City has no way of knowing if it's an apartment or a motel.

Vice Mayor Parent asked if it is viable to go undercover and rent an apartment short term. Captain Horianopoulos stated that they will work with any City department or any other agency and they are willing to use their equipment and their personnel and loan it to whomever to assist any way they can.

Mayor Finnerty asked again if they could look into buying her out. Mr. Bonfield will lay out for the Commission what is involved in buying out the property and then the Commission can make the decision. He will also check into the Nuisance Abatement Board using the Special Magistrate under that statute should one of those situations arise. He will also check out surveillance cameras.

Vice Mayor Parent is interested in financing the red light cameras. Mayor Finnerty suggested calling their Lobbyists in Washington and see what they can do as far as a grant goes as they are still under the City's employ.

Commissioner Shavlan would like to look into "dummy" cameras.

Mr. Bonfield said he would also look into the rental registration. He said he will put something together and get back to the Commission.

Commissioner Shavlan asked if Mr. Holley had any ideas about legislation to address severe problems of this nature. Anything Mr. Holley brings to the Commission he will pass through the City Attorney first.

Commissioner Halpern asked if they could follow up on the monetary issues; is she paying the proper taxes and declaring the money. Mr. Bonfield said that's between her and the IRS and the Department of Revenue. He also asked how they could go about finding out if the property is in foreclosure.

The Workshop was concluded at 5:25 pm.

________________________	________________________
Pamala Prell, Acting City Clerk	Mike Finnerty, Mayor

Minutes approved on: _____________

CITY COMMISSION MEETING

February 22, 2011
6:30 pm

MINUTES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT

Mayor Mike Finnerty
Vice Mayor Jim Parent
Commissioner Al Halpern
Commissioner Marvin Shavlan
Commissioner Beverly Garnett

ALSO PRESENT

Mike Bonfield, City Manager
Pamala Prell, Acting City Clerk
Mike Davis, City Attorney

Vice Mayor Parent responded to a request by Commissioner Shavlan regarding Vice Mayor Parent's information on his web site. Vice Mayor Parent asked if those interested could please visit his website.

1. <u>Changes to the Agenda</u>

There were none.

2. <u>Presentations</u>

Mayor Finnerty noted that Mr. D'Alessio would like to make a presentation regarding some plaques. However, since he is not present in the audience, this topic was postponed until such time that Mr. D'Alessio can be present.

a. FDOT Presentation on Gulf Boulevard/Blind Pass Road Pedestrian Safety Improvement project (SR699 from 35th Avenue to 93rd Avenue).

City Manager Bonfield introduced a Diana Ramirez, representative from FDOT, to give the presentation. This update is from July 2010 until now. The intention is to do safety pedestrian improvements on Gulf Boulevard. She presented a power point presentation to describe the improvements and changes that will be made.

Ms. Ramirez also reported that bids from the contractors will be received by May 25. The start of construction should begin within 45 to 90 days from May 25. Approximate completion should be about seven months later. The cost of construction should be about $600,000 and will be entirely paid by FDOT at no cost to the City. Flashers will be installed at the cross walks at a later date. Mr. Hallock noted that the City will be doing all of the landscaping. He also noted that all monies ($550,000) came from grants. Ms. Ramirez answered questions by the Commissioners.

b. Support Our Troops Report – Terri Finnerty

Dr. Terri Finnerty, 9495 Blind Pass Road – presented a report on the Second Annual Golf Tournament held Monday, February 7, at the St. Petersburg Country Club Clubhouse. She read several letters that were received by the Troops and showed some photos. She thanked all the volunteers and supporters of Save Our Troops. Dr. Finnerty announced that the Veterans of Tierra Verde are having a pancake breakfast on April 2nd from 8:00 am – 12-noon, at the Hurricane Restaurant. Dr. Finnerty read several thank you letters from the troops.

c. Update on Litigation Cases – City Attorney

Attorney Davis referenced a February 16th memorandum to the Commissioners which summarized the cases as of that date. He referred to the first two cases filed by Mr. Pyle against the City. The first case was heard by the Department of Administrative Hearings and involved the validity of the Comp Plan. i.e. that it complies with the various State regulations of State laws that Comp Plans must comply with. The City won that case which determined that the Comp Plan is valid under State law. Attorney Davis briefly spoke about other cases whereby the City won seven of the nine counts. He reported that Mr. Kadoura is appealing those seven cases he lost; the City is appealing those two cases it lost. Attorney Davis also referenced the ballot summary case as well as other new cases.

Augie D'Alessio, 2493 Vina del Mar – would like to discuss the historical markers that are to be placed in the Pass-a-Grille Park. He would also like to discuss the plaques. Mr. D'Alessio read a statement prepared by the City's Planner Catherine Hartley into the record. He spoke about the shuffleboard court and the clubhouse. Mr. D'Alessio also spoke to the idea of having benefactor plaques. He asked for the City Commission's assistance with these programs.

3. Audience Comments

Chase Costavits, owner and operator of "Water Monkey", a paddle boarding business stated that he will be seeking a permit to operate on the beach. He came before the Commission to introduce himself and stated that he would like to give a presentation at a future meeting to introduce his business.

Rusty Ercuis, 111 12th Avenue, asked Mr. Davis if there was anything going on with the lawsuit brought against the City by Joe Caruso.

Mr. Davis responded by saying the City is not spending money on it currently.

Mr. Ercuis brought up the matter of the permit issued by Mr. Holley to Joe Caruso which was later withdrawn. He went on to criticize both Mr. Holley and Mr. Caruso.

Joe Caruso, 1301 Gulf Way, asked everyone to look for the upcoming issue of "Coastal Living" in which the "Coconut Inn" and Pass-a-Grille are going to be mentioned. Mr. Caruso addressed the remarks of Mr. Ercuis.

Mr. Donatello stated that he has become friendly with all the neighbors close to the Coconut Inn and they are very happy that the Coconut Inn is what it is today.

Maggie Caruso, 326 Monte Cristo Boulevard**,** understands the conflicts that a few of the neighbors are having and she is not insensitive to that but after two years, they don't know what else they can do to solve the issues.

Melinda Pletcher, 2281 East Vina del Mar, told Maggie and Joe Caruso that they love the Coconut Inn and they are very proud of it and they appreciate what they have done.

Mrs. Pletcher went on to report the beginning stages of some activities that will be held in celebration of the 100th Anniversary of Pass-a-Grille. Mrs. Pletcher brought up the Pass-a-Grille Park and suggested a water feature that would represent what the original spring looked like in Pass-a-Grille.

Rick Falkenstein, 6441 4th Palm Point**,** brought up the old and forgotten hotels that were a part of Pass-a-Grille years ago. He asked if some of the historians could come up with some pictures of the old buildings to add to the Anniversary events.

Mayor Finnerty then closed the Meeting to Audience Comments.

4. Consent

Mayor Finnerty moved on to the Consent Agenda and asked if Gator Drudging could come up with some portion of the refund the City is offering Paradise Sweets, LLC due to the fact that they are late on their contract.

Mr. Bonfield said it was a contract between them and the County; the City is not involved.

Mayor Finnerty asked if they could approach the County to advise that their contractor had not kept his contract and that they should pay some of the reduction.

Commissioner Shavlan suggested they go directly to the contractor and ask them for a refund.

Mr. Bonfield will ask the contractor for a partial refund.

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 through May, 2011, or the duration of the Upham Beach T-Groin project.

c. Authorize the 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.

Commissioner Shavlan made a motion to approve the Consent Agenda with the stipulation that Gator Drudging be approached for a partial refund due to its failure to comply with its contract. The motion was seconded by Vice Mayor Parent and unanimously approved.

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 the Traditional Hotel District, excluding height.

Mr. Bonfield advised that this item was approved on First Reading and there were a couple of changes made which are incorporated into the Ordinance that is before the Commission tonight. He then asked Karl Holley to review those changes.

Mayor Finnerty left the Commission Chambers and Vice Mayor Parent called for a ten minutes recess. Mayor Finnerty called the Meeting back to order.

Mr. Holley pointed out that in Section 1. Division of the LDC, they added definitions for swimming pools and spas since the LDC did not previously have those definitions. In Section 31.4 (b) spas have been added under allowable conditional uses. Further, in Section 31.12, the gross floor area allowance of 5% has been included in the Ordinance.

Commissioner Garnett asked that the spa be taken back out of the Ordinance under Section 31.4 (b).

Commissioner Shavlan expressed his concern about noise and after a conversation with Karl Holley, he suggested "all unenclosed spas shall provide a solid screening wall or fence at least 6 feet in height adjacent to any private property not zoned in the THD. This requirement shall be waived in instances where there is an enclosed structure positioned between the spa and the adjacent private property." He also added that "no spa shall be located in such a manner as to be separated from the facility it serves by the width of any public right-of-way". And "any existing facility expanded under this provision which currently has a pool or spa shall construct no additional pools or spas unless such existing pool or spa is first removed".

Vice Mayor Parent asked about the "…..width of the public right-of-way". They agreed to take out "width of".

Mr. Holley suggested taking out "….additional pools or…."

Commissioner Garnett is still concerned about the noise level generated by use of a spa next to a private residence.

Commissioner Shavlan also suggested that variances should have to be approved by the Commission. If someone wants to apply for a variance from the THD the Commission would have to approve it because it's such a sensitive issue.

Mr. Davis advised the Commission that this issue is not in the scope of the Ordinance at hand.

Mayor Finnerty asked for audience comments.

Melinda Pletcher, 2281 East Vina del Mar, stated they are dealing with a unique situation in Pass-a-Grille in that they have tiny, tiny lots. There are many issues that need to be taken into consideration regarding Pass-a-Grille.

Joe Caruso, 1301 Gulf Way, put up on the overhead what is technically called the “spa” at the Coconut Inn. It runs from 10 to 12 feet wide and is 30 feet long. The depth of the spa is 4 feet. It currently sits approximately 8 feet away from the rooms at the Inn and would disturb his guests before it would disturb the neighbors.

The Meeting was then closed to audience comments.

Vice Mayor Parent thinks Commissioner Shavlan’s suggestions are livable suggested 64 square feet with Commission approval due to the conditional use.

Commissioner Halpern added that the equipment noise of a commercial spa in a fiberglass enclosure is quieter than an air conditioner.

Mr. Bonfield addressed the suggestion that all variances come before the Commission and suggested that another ordinance be prepared for that. Mr. Davis suggested they deal with the Ordinance at hand first and if they want the variance issue brought back, they can bring that back as a separate ordinance.

Vice Mayor Parent stated that he did not feel that the Commission should take on things that other chartered committees are set out to do. Maybe this particular one should come before the Commission because of the sensitivity. Commissioner Halpern agreed. Mr. Davis will bring that back.

Commissioner Shavlan 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 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 with the following changes: Section 1, Spa definition will be 64 square feet instead of 400 square feet as printed. Addition to Section 31.13 which reads #1) all unenclosed spas shall provide a solid screening wall or fence at least 6 feet in height adjacent to any private property not zoned THD. This requirement shall be waived in instances where enclosed structures positioned between the spa and the adjacent private property; #2) no spa shall be located in such a manner as to be separated from the facility it serves by any public

right-of-way, and #3) any existing facility expanded under this provision which currently has a pool or spa shall not construct a new spa unless such existing pool or spa is first removed.

The motion was seconded by Vice Mayor Parent.

Commissioner Shavlan amended the original motion as follows: #1) all unenclosed spas shall provide a solid screening wall or fence at least 6 feet in height.

The amended motion was seconded by Vice Mayor Parent. The motion was passed by a 4-0 roll call vote; Commissioner Garnett voted no.

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.

Mr. Holley explained that this is an annual modification to the Capital Improvement Program that is contained in the City's adopted Comprehensive Plan required by State Statute.

Mayor Finnerty asked the Commission if they had any questions and asked for audience comments. Hearing none, the Mayor asked for a motion.

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 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.

The motion was seconded by Commissioner Garnett. The motion passed by unanimous roll call vote.

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 or Ordinances.

Mr. Bonfield presented a brief overview of the Ordinance which provides an option for the Fire Chief to opt out of the benefit plan, as recited in Chapter 175 of Florida Statutes. Mr. Bonfield recommended approval on Second Reading.

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 extend of such conflict; and providing for an effective date.

The motion was seconded by Commissioner Halpern. The motion was approved by unanimous roll call vote.

d. Ordinance 2011-08, Final Reading and public Hearing, adjusting connection, reconnection and disconnection fees to $75.00.

Mr. Bonfield recommended the reduction of connection, reconnection and disconnection fees to $75.

Commissioner Shavlan suggested a $100.

Vice Mayor Parent agreed but as long as the enterprise fund is covered, $75 is a fair amount. It was suggested that this matter be reviewed on an annual basis.

Mayor Finnerty asked for audience comments.

Steve McFarlin, 2nd Palm Point, agreed the fee should be $100.

Commissioner Garnett made a motion to approve 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 extend of such conflict; and providing for an effective date.

The motion was seconded by Commissioner Halpern. The motion was approved by 4-0 roll call vote. Mayor Finnerty voted no.

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.

Mr. Bonfield advised the Commission that this is part of the City's effort to receive their "Florida Green City" designation.

Karl Holley explained that they have been attempting to put together an application that would be acceptable to the Florida Green Building Counsel for designation as a “Green City” which would make St. Pete Beach the only barrier island community so designated if they are able to obtain it. At this point they have been unable to achieve the necessary point total to attain the designation. However, if the Commission chooses to adopt this Ordinance, this would give them enough points to obtain the basic “Green City” designation. What this means is that any municipal buildings constructed in the future would have to meet either the Florida Green Building Counsel Standards or the Leading Edge Environmental Design Criteria Certification. This does not apply to existing municipal structures; it would not require any retro-fitting of existing structures.

Vice Mayor Parent asked Mr. Holley if or how much this might increase design and construction costs. Mr. Holley replied that it generally would increase construction costs, the extent of such an increase would depend on what type of energy efficiency features you would have intended to provide in the building in any event. Typically, just for design and construction, you are looking at between a five and ten percent increase.

Mayor Finnerty asked for audience comments. There were none.

Commissioner Halpern made a motion to approve Ordinance 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.

The motion was seconded by Vice Mayor Parent. The motion was unanimously approved by roll call vote.

6. **<u>Resolutions</u>**

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

Mr. Bonfield explained that over the last year or so, there has been a move to consolidate the Pinellas Planning Council with the MPO; the main reason is to try and get a closer link to transportation planning and land use planning as well as gain some efficiencies. Right now the intention is to still operate two separate organizations but they will have the same Board but in time through some statutory action you will see those merged together.

Mr. Bonfield reminded the Commission that they previously passed a Resolution supporting that concept and now they are looking for a Resolution supporting the membership reapportionment, specifically appointing one seat for the beach communities. Mr. Bonfield went on to say he has added paragraph 2. suggesting that the seat rotate in three cycles among the beach communities.

Commissioner Garnett and Mayor Finnerty approved of the way Mr. Bonfield wrote the addition to the Resolution. Mr. Bonfield went on to suggest two year cycles between the communities.

Vice Mayor Parent made a motion to approve Resolution 2011-05, a Resolution of the City of St. Pete Beach, Florida, approving a membership reapportionment plan for the Pinellas County Metropolitan Planning Organization, and providing an effective date.

The motion was seconded by Commissioner Garnett and approved by unanimous vote.

7. <u>Action Items</u>

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.

Mr. Bonfield explained that the next three items are budgetarily linked together. The current year we have budgeted to replace three of the Ford Explorers in the amount of $25,000 each or $75,000. They will be coming up on an item to purchase some software for the police department to run dispatch and records which they did not have budgeted. They have a really great deal through the Sheriff at a very low cost compared to what they were thinking they would have to spend. Dan O'Connor worked the adjusted the budget so that they can purchase three vehicles (that were going to be purchased next year) this year use and use the savings from towards the computer which will give us until next year to re-appropriate the additional money to purchase the three vehicles next budget year.

There was discussion between Dan O'Connor and the Commission regarding these purchases.

Vice Mayor Parent made a motion 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.

The motion was seconded by Commissioner Shavlan and unanimously approved.

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.

Commissioner Halpern made a motion 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.

The motion was seconded by Commissioner Shavlan and unanimously approved.

Dan O'Connor then went into detail to explain the next three Action Items on the Agenda to the Commission.

Commissioner Garnett made a motion to authorize 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.

Commissioner Garnett made a motion 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.

Commissioner Garnett made a motion to authorize the City Manager to waive bid requirements in accordance with Ordinance 2-283 and enter into an agreement with Dell Marketing LP for the purchase of one computer network server system to be located in the Police Department in the amount of $10,426.55

Commissioner Halpern seconded all three motions which were unanimously approved.

f. Authorization for the City Manager to enter into an agreement with the Florida Department of Environmental Protection Agency accepting a matching Land and Water Conservation Fund Program grant in the amount of $200,000 to be used for the acquisition of additional land at Egan Park.

Mr. O'Connor briefly described the agreement. In order to receive the grant, the City must own, hold title to, the land. After October 1st, the City will make two payments of $200,000 enter into a Buy/Sell Agreement and obtain a deed to the property at which time the Grant will be paid to the City. The tenant's occupancy agreement is up September 30th and the City will be prepared to purchase the property and move forward.

Vice Mayor Parent made a motion 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 to be used for the acquisition of additional land at Egan Park.

Commissioner Garnett seconded the motion which was unanimously approved.

8. **Items for Discussion**

a. City Manager's Annual Evaluation

Mr. Bonfield advised the Commission that January 29th was his ninth anniversary as City Manager. As has been done in the past, the Commissioners and Mayor meet individually with the City Manager and then place the item on the agenda for any discussion related to the evaluation. There is no pay increase at this time and for the record, Mr. Bonfield stated that his salary has not been increased since January of 2007.

Commissioner Halpern asked to review prior evaluations and Mr. Bonfield stated that he will provide those to the Commission.

Vice Mayor Parent proposed that they at least look at or discuss some kind of increase during the next budget cycle. All of the Commissioners agreed.

9. **Reports**

City Manager Bonfield submitted his report. He reminded the Commission that the March 8th Meeting has been cancelled and the next regular Meeting will be held on March 22, 2011.

City Attorney Davis submitted his report. He requested the advice of the Commission on the two cases that are on appeal and suggested a Shade Meeting.

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.

10. **Adjournment**

There being no further business to come before the Commission, Mayor Finnerty adjourned the Meeting at 11:10pm.

Pamala Prell, Acting City Clerk	Mike Finnerty, Mayor

Minutes approved on: _____________

SPECIAL CITY COMMISSION MEETING

March 9, 2011
11:00 am

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:

Commissioner Al Halpern
Vice Mayor Jim Parent
Commissioner Beverly Garnett
Commissioner Marvin Shavlan
Mayor Mike Finnerty

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Pamela Prell, Acting City Clerk

1. <u>Ordinances</u>

a. **Ordinance 2011-10, First Reading and Public Hearing, amending Section 38-14 of the Code of Ordinances to provide for a runoff election not later than sixty (60) days after the regular election.**

City Attorney Davis recommended that the Ordinance be amended to sixty (60) days for the runoff election in order to publish notice and have second reading. He further recommended that the runoff election be held April 19, 2011.

Commissioner Halpern made a motion to approve Ordinance 2011-10, an Ordinance amending Section 38-14, St. Pete Beach City Code, to provide that if any runoff election is necessitated it shall be held not later than sixty (60) days after the regular election instead of thirty-five (35) days; providing findings of fact and providing an effective date; repealing conflicting ordinances to the extent of conflict with this ordinance; and providing for an effective date. Vice Mayor Parent seconded the motion and it was unanimously approved by roll call vote.

2. <u>Resolutions</u>

a. **Resolution 2011-06, establishing the date for the 2011 runnoff election for Mayor.**

Mike Bonfield stated that the runoff election will be held Tuesday, April 19, 2011 and the names will appear on the ballot in alphabetical order. A recount is scheduled for 1:00 pm today before results are finanlized.

Vice Mayor Parent made a motion to approve Resolution 2011-05, a Resolution of the City Commission of the City of St. Pete Beach, Pinellas County, Florida, establishing the date for the 2011 runoff election for Mayor specifying the form of the ballot and providing for an effective date. The motion was seconded by Commissioner Garnett and unanimously approved.

b. **Resolution 2011-07, supporting Police Officer and Firefighter Pension Plan reforms.**

Mr. Bonfield explained that this is a request from the Florida League of Cities. The State Legislature is currently considering a number of pension reform bills. The Florida League is looking for support from its members.

This Resolution does not specifically request any changes other than for the State Legislature to remove itself from the pension process and allow local governments and members, through collective bargaining, to establish the pension benefits. Currently our residents pay a tax on their car and property insurance that helps fund Firefighter and Police Officer Pensions but those monies come with requirements from the State.

Commissioner Halpern made a motion to approve Resolution 2011-07, a Resolution of the City of St. Pete Beach supporting Police Officer and Firefighter Pension Plan reforms. The motion was seconded by Commissioner Garnett and unanimously approved.

Mr. Davis requested authorization from the Commission to release the Shade transcripts that are the subject of the two cases that are currently pending, Anderson vs City of St. Pete Beach and Kadoura vs Garnett. The Anderson case is pending in the Circuit Court and the Karoura case is pending in the 2nd District

Court of Appeals. Some redaction will have to occur because some of the Shade Meetings involved cases unrelated to the ballot referendum cases. He will do appropriate redaction with respect to those matters.

Commissioner Shavlan made a motion authorizing the City Attorney to release the transcripts requested. Commissioner Halpern seconded the motion and it was unanimously approved.

There being no further business to come before the Commission, the Meeting was adjourned.

______________________________ ______________________________

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 retain Wells, Houser & Schatzel, P. A. for Auditing Services

Date: March 22, 2011

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The City issued a request for qualifications for auditing services for fiscal years September 30, 2011 through September 30, 2013 with an option to extend the contract for an additional two years upon mutual consent. Proposals were received from the following firms:

- Purvis, Gray & Co.
- Larson Allen
- Davidson, Jamieson & Cristini
- Wells, Houser & Schatzel
- Carr Riggs & Ingram
- Mayer Hoffman McCann

The proposals were reviewed by the Finance and Budget Committee at their meeting held February 24, 2011. The committee strongly recommends Wells, Houser & Schatzel, P.A. to be retained as the auditing firm for the City. Their recommendation was based on the following criteria:

- Positive experience with the firm in the past
- Enthusiastic recommendation from other cities who retain them for auditing services
- Reduced impact on city staff during audit
- Availability to city staff in a timely fashion
- Familiarity with City operations
- Responsive to City staff
- No additional charges for routine questions
- Excellent monitoring of City's internal controls
- Received Comprehensive Annual Financial Report award in past years
- Excellent reputation with other cities
- Local firm

Fees are reasonable and competitive. The fee proposal of Wells, Houser & Schatzel is as follows:

	FY 2011	FY2012	FY 2013
Financial Audit	$28,000	$28,300	$28,600
Single Audit	$ 1,500	$ 1,500	$ 1,500

Requested Motion: **"**I move to authorize the City Manager to enter into an agreement with Wells, Houser & Schatzel, P.A. for Auditing Services for fiscal years 2011 through 2013."

Attachments: None

Reviewed by City Manager: MB

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize the City Manager to enter into a purchasing agreement with Altec Industries for the purchase of an F-550 Altec bucket truck in the amount of $87,460.00 for the Public Services Department.
Date:	March 22, 2011
Prepared By:	Renee Cooper, CIP Construction Manager
Through:	Steven J. Hallock, Public Services Director

Summary of Issue: The 1995 Bucket Truck (#144) is scheduled to be replaced during FY 2011. The current truck is being replaced with a 2011 F-550 with Altec bucket, arrow board, and sign storage racks. This is an important piece of equipment for the Public Services Department and it is used for such things as sign repairs and replacement, tree trimming, tennis and basketball court light repairs, field netting repairs, street and pole banner installation, exterior building maintenance, and emergency response. The new bucket truck will be more versatile by adding the arrow board and sign storage racks, and it is more compact which will allow us to get into tighter spaces. As a result we'll be able to use it for more and different tasks.

The bid results are as follows:

Altec	$87,460
Stamm	$87,981
Bartow Ford	$89,032
Mullinax Ford	$92,116
Ring Power	$94,596

The new bucket truck was originally budgeted at $105,000 and was to be financed over 3 years. However, after looking at finance options it was determined there is no real benefit in making the year 1 payment of $35,000 and then financing $52,460 over 2 years. The Finance Department is confident we can find the money in the budget to pay for it in full and noted we have approximately $390,000 more revenue budgeted than expenditures this year so it could come out of fund balance if needed.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with Altec Industries for the purchase of an F-550 Altec bucket truck in the amount of $87,460.00 for the Public Services Department."

Attachments: Bid Tabulation
Purchase Agreement

Reviewed by
City Manager: MB

Bid Tabulation 3/1/2011 1:00PM

Fleet Vehicles

Base Bid	**Altec**	**Bartow Ford**	**Mullinax Ford**	**Ring Power**	**Stamm**
Bucket Truck	$85,599.00	$85,732.00	$90,121.00	$90,309.00	$84,981.00
Add for Outriggers for Bucket Truck	$1,861.00	$3,300.00	$1,995.00	$4,287.00	$3,000.00
Base Bid Bucket Truck + Outriggers	$87,460.00	$89,032.00	$92,116.00	$94,596.00	$87,981.00
Bucket Manufacturer	Altec	VersaLift	Altec	Terex	VersaLift

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Fleet Vehicles – Bucket Truck

THIS AGREEMENT is hereby executed this 22 day of March, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Altec Industries (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2011.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of $87,460.00 as full consideration for the goods or services provided hereunder.

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

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 12 months from final delivery, including all parts and labor associated with said repairs. Parts & Labor Warranty – Altec Standard Warranty as attached.

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 12 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period. Parts & Labor Warranty – Altec Standard Warranty as attached.

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

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

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

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

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

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

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

As to Vendor:

Altec Industries
200 Altec Drive
Elizabethtown, KY 42701

As to City:

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

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

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

____

____

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

Altec Industries
Vendor

BY Kasey Whitaker

Kasey Whitaker, Inside Sales Representative
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY____________________________
CITY MANAGER

APPROVED AS TO FORM:

____
CITY ATTORNEY

ATTEST:

____
CITY CLERK

10/1/2004

Limited Warranty

Products designed and manufactured by Altec Industries, Inc. are warranted to be free from defects in material and workmanship at the time of initial delivery subject to the following provisions:

For one (1) year following initial delivery of the product, Altec will, at its option, repair or replace any part found by Altec to be defective in material or workmanship at the time of initial delivery. During the first ninety (90) days following initial delivery, no charge for parts, labor or travel to the customer's location shall be made for such repair or replacement at the customer's location. During the remainder of such one (1) year, no charge for parts or labor shall be made for such repair or replacement at an Altec service facility.

For so long as the initial purchaser owns the product, Altec will, at its option, repair or replace any of the following major components found by Altec to be structurally impaired due to defects in material or workmanship which existed at the time of initial delivery: booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases, turntables, body structures, and reel lifting arms. No charge for parts or labor shall be made for such repair or replacement when performed at an Altec service facility. The limited warranty in this paragraph (2) does not cover wear components.

This limited warranty does not cover: (a) products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs and bulletins; (b) products which have not been mounted in accordance with Altec installation procedures; (c) products not manufactured by Altec which are supplied by Altec on special order; (d) products which are repaired without using original Altec parts; or (e) transportation or delivery to an Altec service facility or the customer's location.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Altec®

Altec Industries, Inc.

Revised 3-96

ES 746

LITHO IN

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize the City Manager to enter into a purchasing agreement with Alan Jay Automotive Network in the amount of $45,062.00 for the purchase of a Ford F-350 with crane for the Public Services Department.
Date:	March 22, 2011
Prepared By:	Renee Cooper, CIP Construction Manager
Through:	Steven J. Hallock, Public Services Director
Summary of Issue:	As always when we seek to replace vehicles we re-evaluate our entire fleet and needs. When it comes to the budgeted replacement of the Ford F-250 (#160) we have determined operations will be better suited with a Ford F-350 with crane. The main reason being the larger truck and crane will allow us to pull our bigger pumps without having to contract it out anymore. There is $30,000 budgeted in the FY 2011 City budget to replace the Ford F-250 (#160). To make up the difference between budget and the Ford F-350 purchase price we are recommending surplusing the Ford Ranger (#180) a year early and not replacing it. In a nutshell we are recommending surplusing both the Ford F-250 (#160) and the Ford Ranger (#180) and replacing them with one Ford F-350 with crane. Funding is available within the Wastewater Fund and will be moved to cover this expenditure, and the new Ford F-350 will be purchased under The Florida Sheriffs Association, Florida Association of Counties, and Florida Fire Chiefs' Association FY 2011 Bid Award dated October 29, 2010. (Bid Number 10-18-0907). Due to staff reductions, consolidation and creative thinking the Public Services Department has been able to reduce its vehicle inventory by six (6) vehicles over the last several years which resulted in significant cost savings. This is yet another opportunity to reduce our vehicle inventory by another vehicle, improve operations and save additional money.
Requested Motion:	"I move to authorize the City Manager to enter into a purchasing agreement with Alan Jay Automotive Network in the amount of $45,062.00 for the purchase of a Ford F-350 with crane for the Public Services Department."
Attachments:	Alan Jay Automotive Quote Sheet Purchase Agreement
Reviewed by City Manager:	MB

-ALAN JAY Automotive Network

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529) **WWW.ALANJAY.COM**

Corporate Office	2003 U.S. 27 South Sebring, FL 33870	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

Direct 863-402-4281	Mobile 863-381-0982	Fax 863-402-4221

QUICK QUOTE SHEET

FOR VEHICLES SOLD UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

DATE 8-Mar-11 PAGE 1 of 1

REQUESTING AGENCY: **CITY OF ST. PETE BEACH**

CONTACT PERSON: **RENEE COOPER**
PHONE NUMBER: **727-363-9254**
FAX NUMBER: **727-367-8736** e-mail R.COOPER@ATPETEBEACH.ORG

www.flsheriffs.org
FSA BID NUMBER 10-18-0907

MODEL: **F-350 (F3H)** **SPECIFICATION #** **40**

2011 FORD F-350 REG CAB CC 4X4

***All vehicles will be ordered white w/ darkest interior*
*Unless **Clearly** stated otherwise on purchase order.*

BASE DISTRICT PRICE: **$20,997.00**

OPTION #	DESCRIPTION	COST
D-512	DELETE SPARE TIRE	-$180.00
OS108DV	OMAHA STANDARD 9 FT DRW SERVICE BODY	$5,695.00
4004EH	AUTO CRANE 4004EH-HW	$14,153.00
21P	CUSTOM FABRICATE 21" REINFORCED	$840.00
531 DHW	HD TRAIL TOW	$695.00
SSX P	LIBERTY SSX LED PREMIUM LIGHT BAR (inc 6 sw box)	$1,850.00
VERTEX	WHELEN VERTEX LED CORNER KIT	$527.00
213	SHIFT ON THE FLY	$185.00
TBM	ALL TERRAIN TIRES	$125.00
BUA	DEALER BACK-UP ALARM	$150.00
TEMP	TEMPORARY TAG	$25.00

TOTAL OF OPTIONS:	$24,065.00
EXTENDED WARRANTY:	$0.00
TOTAL COST:	**$45,062.00**

QTY 1 = $45,062.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments: **Spring Build up on crane side included in price, Suspension must be re-torqued after 500 miles per manufacturer, this can be done at no charge by the installer in Ft Lauderdale, or at St Pete Beach Shop, but must be done to protect warranty.**

Alan Jay Chevrolet Pontiac Buick GMC Cadillac, Inc. FEID #65-0211404
Alan Jay Ford Lincoln Mercury, Inc. FEID # 20-5996360 / Alan Jay Chrysler Jeep, Inc. 65-0558530
Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978
Saturn of Sebring, Inc. 59-3533024

VEHICLE QUOTED BY: Dave Wilson, Fleet Manager 863-402-4281
"I Want to be Your Fleet Provider"
dave.wilson@alanjay.com

QUOTE SHEET ST PET F-350.xls

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Fleet Vehicles – Stormwater Utility Vehicle

THIS AGREEMENT is hereby executed this 22 day of March, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Alan Jay Automotive Network (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2011.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of $45,062.00 as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

Alan Jay Automotive Network
2003 US 27 South
Sebring, FL 33870

As to City:

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

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

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

____

____

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

Alan Jay Automotive Network
Vendor

BY ________________________

Dave Wilson, Fleet Manager
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY ________________________
CITY MANAGER

APPROVED AS TO FORM:

____
CITY ATTORNEY

ATTEST:

____
CITY CLERK

10/1/2004

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize the City Manager to enter into an agreement for $23,749.60 per year with USA Services of Florida, Inc., for a two (2) year contract extension for street sweeping services.
Date:	March 22, 2011
Prepared By:	Renee Cooper, CIP Construction Manager
Through:	Steven J. Hallock, Public Services Director
Summary of Issue:	Since April of 2009, USA Services of Florida has been performing Street Sweeping services throughout our City. Our original contract, piggy-backed off of Pinellas County contract 078-0382-B (SS), is due to expire on March 31, 2011. Pinellas County has opted to renew the Street Sweeping contract for the one (1) available 24 month term under the original 078-0382-B (SS) contract. USA Services of Florida has provided satisfactory, low cost service to the City of St. Pete Beach, Pinellas County, and numerous other cities in our area and staff recommends renewing the contract. Funding for the Street Sweeping contract is available in the approved FY 2011 City budget. Prior to 2009, the City spent a total of approximately $59,250 per year on street sweeping, which included a street sweeper lease, fuel, labor, parts and sweepings disposal. Contracting the street sweeping out has proven to save significant dollars while still maintaining the level of service.
Requested Motion:	"I move to authorize the City Manager to enter into an agreement for $23,749.60 per year with USA Services of Florida, Inc., for a two (2) year contract extension for street sweeping services."
Attachments:	Street Sweeping Purchase Agreement
Reviewed by City Manager:	MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Street Sweeping Services

THIS AGREEMENT is hereby executed this 22 day of March, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and USA Services of Florida, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the Sweeping Service Agreement utilizing Pinellas County Contract 078-0382-B (SS) attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than March 31st 2011 through March 31st 2013.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of $23,749.60 per year, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

USA Services of Florida, Inc.
2110 North 71st St.
Tampa, FL 33619

As to City:

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

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

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

____

____

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

USA Services of Florida, Inc.
Vendor

BY ____________________

KRA WHITMORE
OPERATIONS MANAGER
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY ____________________
CITY MANAGER

APPROVED AS TO FORM:

____
CITY ATTORNEY

ATTEST:

____
CITY CLERK

10/1/2004

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Ratification of the City Manager's decision to authorize beer sales at the Kiwanis Mardi Gras celebration on March 5th and 6th at Pass-A-Grille Beach.
Date:	March 22, 2011
Prepared By:	Chief David Romine
Summary of Issue:	Pursuant to City Code 6-5, the City Commission is authorized to approve alcohol sales on the public beach. Due to time constraints, this was not able to be done prior to the Kiwanis Beach Mardi Gras Celebration. This item requests the City Commission ratify the City Manager's decision to authorize beer sales at the Kiwanis Mardi Gras Celebration on March 5th and 6th at Pass-A-Grille Beach.
Requested Motion:	I move to ratify the City Mangers decision to authorize beer sales at the Kiwanis Mardi Gras celebration on March 5th and 6th at Pass-A-Grille Beach.
Attachments:	N/A

Reviewed by:
City Manager _MB_

St. Pete Beach City Commission
Agenda Report

Issue Considered: Final 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: March 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:	Ordinance 2011-10, amending Section 38-14 of the Code of Ordinance to provide for a runoff election not later than sixty (60) days after the regular election.
Date:	March 22, 2011
Prepared By:	Mike Bonfield, City Manager MB
Summary of Issue:	This ordinance amends our current code requirement to hold a runoff election no later than thirty-five (35) after the regular election. Due to the time necessary to canvass the election and properly advertise the runoff election, additional time is needed.
Requested Motion:	"I move to approve Ordinance 2011-10. . . (read title)."
Attachments:	Ordinance 2011-10

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO. 2011–10

AN ORDINANCE AMENDING SECTION 38-14, ST. PETE BEACH CITY CODE, TO PROVIDE THAT IF ANY RUNOFF ELECTION IS NECESSITATED IT SHALL BE HELD NOT LATER THAN SIXTY (60) DAYS AFTER THE REGULAR ELECTION INSTEAD OF THIRTY FIVE (35) DAYS; PROVIDING FINDINGS OF FACT AND PROVIDING AN EFFECTIVE DATE; REPEALING CONFLICTING ORDINANCES TO THE EXTENT OF CONFLICT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it may not be possible to comply with the time frame mandated by the City Code for a runoff election for Mayor given the mandatory publication requirement of State law; and;

WHEREAS, a more flexible time frame is warranted for the holding of the run-off election for Mayor;

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

SECTION 1: Section 38-14, of the City Code of the City of St Pete Beach, Florida, is amended to read:

Section 38-14. Election results.

(a) Multiple candidates. When two or more persons qualify as candidates for the office of city commissioner or mayor-commissioner for any of the designated seats of the city commission to be filled, the persons so qualified shall be voted upon, and the person receiving the highest number of votes cast at such regular city election, provided that the highest number of votes is a majority of the votes cast, shall be declared elected. If no candidate has received a majority of the votes cast, a runoff election shall be held between the persons receiving the two highest number of votes cast.

(b) Tie vote. If two candidates receiving the largest number of votes tie, there shall be a runoff election to determine the winner.

(c) Single candidate. If not more than one person qualified as a candidate for a designated seat on the city commission or for mayor-commissioner to be filled at an election, that seat shall not be listed on the regular city election ballot.

(d) Runoff election. If any runoff election is necessitated, it shall be held not later than ~~35~~ 60 days after the regular election

SECTION 2: The findings of fact contained herein are adopted and incorporated herein.

SECTION 3: This Ordinance shall become effective immediately upon passage.

SECTION 4. If any portion, part or section of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 5. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

SECTION 6. This Ordinance shall become effective immediately upon adoption as provided for herein.

____
Michael Finnerty, Mayor

FIRST READING : ____________
PUBLISHED : ____________
SECOND READING : ____________
PUBLIC HEARING : ____________

I, Pamela Ann Prell, Acting City Clerk of the City of St Pete Beach, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _______day of ___________________, 2011.

____
Pamala Ann Prell, Acting City Clerk

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Ordinance 2011-09, amending chapter 82 of the City of St. Pete Beach City Code by creating Article V entitled "traffic light safety;" providing for recorded image monitoring and enforcement of red light violations consistent with general law.
Date:	March 22, 2011
Prepared By:	Dave Romine; Police Chief
Summary of Issue:	This ordinance provides for the installation of traffic light cameras at specified intersections within St. Pete Beach. These cameras will be used to enhance compliance of traffic control signals by motorists. Enhanced compliance of traffic control signals will reduce accidents and injuries related to red light running.
Requested Motion:	“I move to approve Ordinance 2011-09 . . . read title.”
Attachments:	Ordinance 2011-09
Reviewed by: **City Manager**	_MB__

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO. 2011–09

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING CHAPTER 82 OF THE CITY OF ST. PETE BEACH CITY CODE BY CREATING ARTICLE V ENTITLED "TRAFFIC LIGHT SAFETY;" PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT VIOLATIONS CONSISTENT WITH GENERAL LAW; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the failure of motorists to adhere to traffic control signals creates a danger to other innocent motorists; and,

WHEREAS, the City of St. Pete Beach would like to reduce the number of accidents and injuries resulting from the failure of these drivers to adhere to traffic control signals; and,

WHEREAS, the Florida Legislature passed CS/CS/HB 325 during the 2010 Legislative Session authorizing the use of traffic detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and,

WHEREAS, the Governor of the State of Florida signed CS/CS/HB 325 into law on May 13, 2010, resulting in the Law of Florida, 2010-80 taking effect on July 1, 2010; and,

WHEREAS, the City Commission finds the amendments to Chapter 82 of the City Code, as more particularly set forth herein, in the public interest and necessary to protect the health, safety and welfare of the citizens of the City of St. Pete Beach, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. PETE BEACH, FLORIDA:

Section 1. There is hereby created a new Article V in Chapter 82 of the Code of the City of St. Pete Beach, entitled Traffic Light Safety, containing Sections 82-276 through 82-282.

Section 2. The Code of the City of St. Pete Beach; Chapter 82; Traffic and Motor Vehicles; Article V, Traffic Light Safety, is hereby amended by the creation of Section 82-276 through 82-282 to provide in its entirety as follows:

Sec 82-276: Use of Image Capture Technologies and Implementation of General Law.

The City shall utilize Traffic Infraction Detectors pursuant to general law as a means of monitoring compliance with laws related to Traffic Control Signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This Section shall not supersede, infringe, curtail or impinge upon state laws related to red light signal violations or conflict with such laws. The City shall utilize Traffic Infraction Detectors as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations.

Sec. 82-277: Definitions.

Definitions.

The following words, terms, and phrases, when used in this Article, shall have the following meaning:

(a) *Intersection* shall mean the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

(b) *Motor Vehicle* shall mean any self-propelled vehicle not operated upon rails or guide way, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.

(c) *Notice of Violation/Infraction* shall mean a citation issued for a violation of §316.074(1) or §316.075(1)(c)1, Florida Statutes.

(d) *Owner/Vehicle Owner* shall mean the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.

(e) *Recorded Images* shall mean images recorded by a Traffic Infraction Detector.

(f) *Traffic Control Signal* shall mean a device exhibiting different colored lights or colored lighted arrows, successively one at a time or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in F.S. § 316.075.

(g) *Traffic Infraction Detector* shall mean a device using a vehicle sensor installed to work in conjunction with a traffic control signal and a camera that are synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of a motor vehicle traveling through an intersection in violation of a traffic control signal's steady red light indication.

(h) *Traffic Infraction Enforcement Officer* shall mean either an officer of the St. Pete Beach Police Department, a Traffic Infraction Enforcement Officer as provided in F.S. § 316.640(5), or a designated code enforcement officer.

Any terms not defined herein shall have the meaning as defined by Florida Statute; or, if not defined in the Florida Statutes, the general dictionary meaning.

Sec. 82-278. Adherence to red light traffic control signals.

Pursuant to general law, motor vehicle traffic facing a Traffic Control Signal's steady red light indication shall stop before entering the crosswalk on the near side of an Intersection or, if none, then before entering the Intersection and shall remain standing until a green indication is shown on the Traffic Control Signal; as more fully described in F. S. § 316.074(1) and §316.075(1)(c)1, as may be amended from time to time; however, the driver of a vehicle which is stopped at a clearly marked stop line, or if none, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the Intersection in obedience of a steady red Traffic Control Signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of- way to pedestrians and other traffic proceeding as directed by the Traffic Control Signal at the Intersection, as described more fully in F.S. §316.075(1)(a) & (2), as may be amended from time to time.

Sec. 82-279. Signage.

When the City installs a Traffic Infraction Detector at an Intersection, it shall erect signage at the Intersection sufficient to notify the public that a Traffic Infraction Detector may be in use at the Intersection and shall include specific notification of camera enforcement of violations concerning right turns. Such signage shall meet the specifications for uniform signals and devices adopted by the Department of Transportation pursuant to F.S. §316.0745.

Sec. 82-280. Review of recorded images.

(a) The Owner of the vehicle observed by recorded images committing a violation of

Florida Statute §316.074(1) or Florida Statute §316.075(1)(c)1, shall be issued a Notice of Violation/Infraction no later than thirty (30) days after the violation occurs. The recorded image shall be sufficient grounds to issue a Notice of Violation/Infraction.

(b) The City shall designate Traffic Infraction Enforcement officer(s), who shall meet the qualifications set forth in F.S. § 316.640(5)(A), or any other relevant statute. The Traffic Infraction Enforcement Officer shall review recorded images prior to the issuance of a Notice of Violation/Infraction to ensure accuracy and the integrity of the recorded images. The Traffic Infraction Enforcement Officer shall also verify that the Traffic Infraction Detector that captured the recorded images was functioning properly at the time the recorded images were captured. Once the traffic infraction enforcement officer has verified the accuracy of the recorded images and functionality of the traffic infraction detector, he or she shall complete a report, and a Notice of Violation/Infraction shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or with the appropriate agency having such information in another state.

(c) If a vehicle owner receiving a Notice of Violation/Infraction fails to pay the penalty for red zone infractions imposed by F.S. § 316.0083 or to provide an affidavit that complies with the provisions of F.S. §316.0083 within thirty (30) days of the date of the notice is issued, then a Uniform Traffic Citation shall be issued to the vehicle owner as provided by general law. The Uniform Traffic Citation shall be issued no later than sixty (60) days after the red zone infraction occurs.

Sec. 82-281. Notice of violation/infraction.

The Notice of Violation/Infraction shall be served via first class mail and shall include:

(a) The name and address of the vehicle owner;

(b) The license plate number and registration number of the vehicle;

(c) The make, model, and year of the vehicle, if available; Notice that the violation charged is pursuant to this act and F.S. § 316.074(1) and § 316. 075(1)(c)1;

(d) The location of the intersection where the violation occurred;

(e) The date and time of the red zone infraction;

(f) A statement that the owner has the right to review the recorded images that constitute a rebuttable presumption against the owner, together with a statement of the time and place or internet location where the evidence may be observed;

(g) A statement that the owner must pay a penalty of $158.00 to the City or provide an affidavit that complies with F.S. § 316.0083 within thirty (30) days of the date the Notice of Violation/Infraction is issued in order to avoid court fees, costs, and the issuance of a Uniform Traffic Citation;

(h) Images depicting violation;

(i) A statement specifying the remedies available under F.S. § 318.14;

(j) A signed statement by the traffic infraction enforcement officer that, based on inspection of recorded images, the vehicle was involved in a red zone infraction; and,

(k) Instructions on all methods of payment of the penalty.

Sec. 82-282. Vehicle owner responsibilities.

As described more fully in F.S. § 316.0083, as may be amended from time to time, a vehicle owner receiving a Notice of Violation/Infraction shall, within thirty (30) days of the date of the Notice of Violation/Infraction, in order to avoid court fees, costs, and the issuance of a Uniform Traffic Citation, either:

(a) Pay the assessed statutory penalty pursuant to instructions on the Notice of violation/Infraction; or

(b) Provide an affidavit that complies with F.S.§316.0083.

Any owner who does not comply with this Section within thirty (30) days from the date of the Notice of Violation/Infraction shall be issued a Uniform traffic Citation in accordance with Florida Statute §316.0083."

Section 3. For a period of thirty days prior to commencing enforcement of violations of Florida Statute §316.074(1) or Florida Statute §316.075(1)(c)1 with the assistance of Traffic Infraction Detectors, the City shall make a public announcement and conduct a public awareness campaign in accordance with Florida Statute §316.0776(2)(b).

Section 4. Should any section, sentence, clause, part or provision of this ordinance be held or declared invalid or unenforceable by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part held or declared to be invalid.

Section 5. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall take effect immediately upon second reading.

PASSED AND ORDAINED BY THE CITY OF ST. PETE BEACH, FLORIDA, THIS _________ DAY OF __________________________, 2011.

[APPROVED BY THE MAYOR THIS ____ DAY OF ___________, 2011]

____

Michael Finnerty, Mayor

ATTEST:

[SEAL]

____

PAMALA PRELL, Clerk

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Adoption of Resolution No. 2011-08, providing for acceptance of the votes cast in the General Election held on March 8, 2011.
Date:	March 22, 2010
Prepared By:	Pamala Prell, Acting City Clerk, MMC
Summary of Issue:	In accordance with the Code of Ordinances, the City Commission is required to accept the election results by resolution.
Requested Motion:	“I move to approve the adoption of Resolution No. 2011-08.
Attachments:	Resolution No. 2011-08

RESOLUTION NO. 2011-08

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF THE VOTES CAST IN THE GENERAL ELECTION HELD MARCH 8, 2011.

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, in a regular meeting duly assembled on Tuesday, March 22, 2011, resolve as follows:

WHEREAS, a General Election was held on March 8, 2011, in St. Pete Beach to elect a Mayor-Commissioner and Commissioners for District #2 and District #4, including four (4) referendum questions; and

WHEREAS, the City Commission previously authorized the Pinellas County Canvassing Board to canvass and provide the results of the March 8, 2011, General Election.

NOW, THEREFORE, BE IT RESOLVED, that the votes cast in the Citywide Election are as follows:

Mayor-Commissioner at Large

Total Votes Cast: 3,280

Total Votes Cast for Mike Finnerty	**849**	**% of Votes Cast:**	**25.88**
Total Votes Cast for William P. Jacoby, Jr.	**504**	**% of Votes Cast:**	**15.37**
Total Votes Cast for Bruce Kadoura	**840**	**% of Votes Cast:**	**25.61**
Total Votes Cast for Steve McFarlin	**1,087**	**% of Votes Cast:**	**33.14**

City Commissioner District #4

Total Votes Cast: 784

Total Votes Cast for Beverly Garnett	**525**	**% of Votes Cast:**	**66.96**
Total Votes Cast for Harry Metz	**259**	**% of Votes Cast:**	**33.04**

City Commissioner District #2

James Parent **Unopposed**

NO. 1

Charter Amendment

Ordinance 2010-40

Repeal of Charter Requirement for Voter Approval of Certain Comprehensive Plans and Plan Amendments

Charter Section 3.15 requires voter approval of any comprehensive plan or plan amendment, except one affecting five or fewer parcels of land or as otherwise prohibited by law, that changes the density or intensity of uses or height of structures of which adds or changes a land use category. Repeal of Section 3.15 will terminate this right of electors to vote on comprehensive plans and plan amendments. Shall Charter Section 3.15 be repealed?

Total Votes: 3,339

Yes:	**1,809**	**% of Votes Cast:**	**54.18**
No:	**1,530**	**% of Votes Cast:**	**45.82**

NO. 2
Charter Amendment

Ordinance 2010-41

Repeal of Charter Requirement to Submit Community Redevelopment Plans to Voters

Charter Section 3.16 provides that a community redevelopment plan, as defined in Florida Statutes Section 163, shall not be adopted by the City Commission until such proposed plan is submitted to a vote of the electors by referendum as provided by Florida Statute Section 166.031 or the City Charter. Repeal of Section 3.16 will terminate this right of electors to vote on community redevelopment plans. Shall Charter Section 3.16 be repealed?

Total Votes: 3,344

Yes:	**1,808**	**% of Votes Cast:**	**54.07**
No:	**1,536**	**% of Votes Cast:**	**45.93**

NO. 3

Charter Amendment

Ordinance 2010-42

Repeal of Charter Requirement for Voter Approval of Development Code Changes to Height of Structures

Charter Section 3.18 provides that no amendment to the City's Land Development Code changing the allowable height of any structure shall be adopted by the City Commission until the amendment is submitted to the electors by referendum, unless it has been previously voted on in an approved comprehensive plan or plan amendment. Repeal of Section 3.18 terminates this right of electors to vote on Land Development Code height changes. Shall Charter Section 3.18 be repealed?

Total Votes: 3,340

Yes:	**1,769**	**% of Votes Cast:**	**52.96**
No:	**1,571**	**% of Votes Cast:**	**47.04**

NO. 4
Charter Amendment

Ordinance 2010-45

Revision of Section 7.04 of City Charter Governing Initiative and Referendum Proceedings.

Shall Charter Section 7.04 governing initiative and referenda be revised to change the petition signature requirement from 10 percent of total electors to 10 percent of total electors in each district, specify a 90-day time period for petition submittal, delete suspension of ordinance upon filing a referendum petition and require petitions to advise voters the election will be held at the next regular election unless a special election is called?

Total Votes: 3,302

Yes:	**1,661**	**% of Votes Cast:**	**50.30**
No:	**1,641**	**% of Votes Cast:**	**49.70**

BE IT FURTHER RESOLVED that the results of the March 8, 2011, General Election are hereby accepted by the Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida**.**

RESOLVED AND DONE this 22nd day of March, 2011, by the Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida.

____
Mike Finnerty, Mayor

ATTEST:

____
Pamala Prell, Acting City Clerk

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Resolution 2011-09 declaring as surplus three (3) City vehicles.
Date:	March 22, 2011
Prepared By:	Steven J. Hallock, Public Services Director
Summary of Issue:	Resolution to surplus three (3) Public Services Department vehicles (#144, #160 and #180). Vehicles #160 and #180 will be replaced with one (1) new Ford F-350 with crane to be used by the Wastewater Division. Surplusing these two (2) vehicles will reduce the Department fleet by another vehicle, improve operations and save money. Vehicle #144 is scheduled and budgeted to be replaced this year.
Requested Motion:	"I move to approve Resolution 2011-09... (read title)."
Attachments:	Resolution 2011-09
Reviewed by City Manager:	MB

RESOLUTION 2011-09

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DECLARING AS SURPLUS THREE (3) CITY VEHICLES.

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, at a regular meeting held Tuesday, March 22nd 2011, resolves as follows:

WHEREAS, the City Commission has determined that at the present time the following vehicles have been declared surplus:

- Public Services Department #160 Ford F-250
  VIN # 1FTNX20L51EC91705
- Public Services Department #180 Ford Ranger
  VIN # 1FTYR14V72PB47267
- Public Services Department #144 Bucket Truck
  VIN # 1FDXF80CXSVA75201

WHEREAS, it has been determined that the said vehicles listed above, may be disposed of.

NOW THEREFORE, The City Commission of the City of St. Pete Beach, Pinellas County, Florida, DOES RESOLVE:

That the City Commission of St. Pete Beach, Pinellas County, Florida, authorizes the City Manager to dispose of by auction or best possible way the above referenced vehicles.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida, on this 22ND day of March 2011.

______________________________.
MAYOR

ATTEST:

______________________.
CITY CLERK

St. Pete Beach City Commission
Agenda Report

Issue Considered: Conditional Use Case #20110006. Applicant requests approval of Conditional Use for Operation of a Commercial Parking Lot for property located at 3855 Gulf Boulevard as provided for in Section 14.4(j) of the Land Development Code. Applicant requests Variance to Section 23.4 to allow for unpaved parking area. Applicant requests Variance to Sections 22.3 and 22.6 to delete required landscaping.

Date: March 22, 2011

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

Summary of Issue: The applicant desires to operate a commercial parking lot at the subject location. The applicant desires to utilize the lot as currently configured without any change to the current surfacing or landscaping of the lot.

Requested Motion: **"**I move to approve Case #20110006, request for approval of Conditional Use for Operation of a Commercial Parking Lot at 3855 Gulf Boulevard"

"I move to approve Variance to Section 23.4 to allow for an unpaved parking area."

"I move to approve Variance to Sections 22.3 and 22.6 to delete required landscaping."

Attachments: Case #20110006 Application
Case #20110006 Staff Analysis

Reviewed by
City Manager: MB

RECEIVED
FEB 28 2011
COMMUNITY DEVELOPMENT

CONDITIONAL USE APPLICATION

Case Number: 20110006

APPLICANT/AGENT:

Name: Chad Nelson
Address: 309 39th Ave
City: St. Pete Beach State: FL
Zip: 33706 Phone: (727) 599-3539

PROPERTY OWNER:

Name: Beth Morean
Address: 3618 El Centro
City: St. Pete Beach State: FL
Zip: 33706 Phone: (727) 367-7911

PROPERTY:

Address: 3800 Block Gulf Blvd
Parcel ID: 07/32/16/07398/001/0120
Current Zoning: RFM FLUM Designation: RFM Lot Area: 2.9 acres
Existing Use: Nothing Proposed Use: Parking

DETAILS OF THE REQUEST: (Add additional sheets if necessary)

Use of said empty Parcel For Parking

This application, together with all required supporting document, shall be submitted by 12:00 noon on the stated filing date for the City Commission. Failure to do so will delay your application to a later date.

Chad Nelson 2-28-11 Chad L Nelson 2-28-11
Signature of Applicant Date Signature of Authorized Agent Date

For office use only:

Hearing Date: 3-22-11 Fees:

Board Action: ☐ Approved as requested ☐ Approved with conditions ☐ Denied
☐ Continued

March 7, 2011

To Whom It May Concern:

Please use this letter as my authorization, appointing Chad Nelson as my agent. He may speak on my behalf concerning the property located at 3855 Gulf Blvd.

Sincerely,

Beth Morean

In order for an application for a Conditional Use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan.

Yes, the property's use as a parking lot would fit the high intensity commercial use category that exists in the surrounding neighborhood. Many of the properties in the direct vicinity have large parking lots, but are private use only.

2. Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

- Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

As stated above, the parking use is compatible with the surrounding properties. The existence of a public parking area, as we propose, would most certainly alleviate problems of people parking in private lots that cause consternation to owners, tenants and or patrons of those properties who are the intended beneficiaries of said parking.

- Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources; (check with Planning Dept. to determine historic resource status)

N/A

- Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

This property's use as a public parking lot is compatible with adjacent development. If the city staff or commission feels there are mitigating design features that would make them more comfortable with the proposed use, the applicant would consider such mitigation within reason.

- Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The applicant believes that there will be no significant adverse impacts as a result of this use. The potential for increased potential pedestrian activity can be monitored and the over all benefit of a public lot in this area far outweighs, in the applicant's opinion, any issue of increased pedestrian activity.

- Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; (a traffic study may be required)

The land is bordered on the west by the main artery (traffic) of St. Pete Beach. As stated above, the intended use of this property will probably alleviate many parking problems that neighboring properties now have.

- Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; (please provide current and proposed number of parking and loading spaces)

N/A

- Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

The applicant believes that the use of this property as a public parking lot will improve the area and alleviate many problems that presently exist as a result of minimal public parking.

- Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and

The applicant has sufficient financial and technical capacity to operate the use requested. The applicant is open to suggestions and reasonable improvements or mitigation requests that address reasonably foreseeable potential concerns.

- Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

The applicant believes that this proposed use satisfies the applicable standards and requirements as identified above.

Signature of Applicant	Date	Signature of Authorized Agent	Date
		[signature]	2-28-11

Community Development Department
City Hall, 155 Corey Avenue
St. Pete Beach, Florida 33706

CONDITIONAL USE APPLICATION

CASE NO. 20110006

Applicant: Chad Nelson

Owner: Sungold LLC

Property: 3855 Gulf Boulevard **Lot area:** 1.5892 Acres

Request: Applicant requests approval of Conditional Use for Operation of a Commercial Parking Lot as provided for in Section 14.4(j) of the Land Development Code. Applicant requests Variance to Section 23.4 to allow for unpaved parking area. Applicant requests Variance to Sections 22.3 and 22.6 to delete required landscaping.

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GENERAL INFORMATION:

FLUP map category: Bayou Residential

Current zoning: RFM

Current use: Vacant

Proposed use: Commercial

Surrounding properties:

Location:

	Zoning:	**Land use:**
North:	RFM	Commercial
South:	RFM	Multi-Family Residential
East:	N/A	Boca Ciega Bay
West:	RFM	Transient Accommodation

Application Summary and Analysis:

The subject property is zoned for mixed use and is currently vacant, although it was previously developed as a motel and restaurant. The property has been intermittently utilized for event and holiday parking under the authority of Section 6.11 of the Land Development Code as a Temporary Use. The staff has directed the applicant to request a Conditional Use since he desires to utilize the lot on an on-going basis.

When considering an application for approval of a Conditional Use, the City Commission review is required to consider the following standards. The staff has assessed each of these standards and provides the following comments:

1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan:

The subject area is currently designated as Bayou residential on the City's Future land Use Plan Map. Policies for this designation provide that secondary uses include "Commercial and office only as a component of a mixed use residential development." The area is presently zoned Resort Facilities Medium which does provide for "Parking lots, commercial and/or off-premise" as an allowable Conditional Use. The requested use does not appear to be consistent with the policies of the Comprehensive plan as they relate specifically to land use. It can reasonably be assumed that the proposed use is intended as an interim use and will not preclude long-term implementation of the Comprehensive Plan policies for this area.

2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

- Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

The proposed use is generally consistent with the surrounding property uses which are primarily commercial, multi-family residential and transient accommodations. Single-family residential uses are located across the Bay to the east which may experience some noise impact from the proposed use. The appearance and function of the area should not be significantly affected by the proposed use.

- Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;

No such impacts are anticipated.

- Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

The proposed use is generally consistent with adjacent uses in that these uses are commercial and multi-family residential which provide on-site parking and may experience relatively high traffic volumes. The applicant has not indicated any intention to modify the site of the proposed use with respect to landscaping or other design features.

- Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The proposed use will created noise and generate increased traffic flow to and from the site which could potentially be in excess of what would be anticipated if the site were developed within the category of permitted uses allowed by the current zoning district. The applicant has not specified hours or days of proposed operation of the parking area.

- Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; (a traffic study may be required)

The existing transportation system appears to be adequate to accommodate the anticipated level of traffic to be generated by the proposed use. The segment of Gulf Boulevard which services the proposed site is currently operating at a Level of Service "C" and traffic generated by the proposed use should not be adequate to degrade the established Level of Service.

- Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;

No such impacts are anticipated.

- Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

The Commission may wish to consider restricting the days and/or hours of operation of the proposed use in order to minimize potential light and noise impacts on nearby properties. It is anticipated that the proposed use will serve as parking for persons visiting the City's

beaches. There is limited public beach access in the vicinity of the proposed use which may encourage persons parking in the proposed commercial lot to traverse private property in order to access the beach. The Commission may wish to consider some mitigation strategy which would minimize such intrusion onto private property in the vicinity of the proposed use.

- Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and

No related issues are anticipated.

- Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

The applicant is requesting variance to provisions of the City's parking requirements and landscaping standards. These variances should be addressed in accordance with the provisions of Section 3.12 of the City's Land Development Code.

APPLICABLE STATUTES:

Sec. 14.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RFM Resort Facilities Medium District are as follows:
(a) Assisted living facilities.
(b) Places of worship.
(c) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
(d) Communications facilities.
(e) Daycare centers/kindergartens.
(f) Docks, commercial--Classes A, B and C.
(g) Eating and drinking establishment--Fast food, beach bar and outdoor restaurant.
(h) Financial institutions with drive-through service.
(i) Laundry, dry cleaning.
(j) Parking lots, commercial and/or off-premise.
(k) Recreational--Commercial recreation; public parks and/or recreational facilities.
(l) Recycling centers.
(m) Schools--Public, private and/or commercial.
(n) Utility substations and/or rights-of-way.
(o) Vessel for hire businesses.

Sec. 23.4. General parking requirements.

All off-street parking shall be provided in accordance with the following general requirements:

(a) No building or use shall be permitted or constructed unless off-street parking spaces are provided in accordance with the provisions of this Code.

(b) Computation of required spaces.

(1) Fractional space requirements shall be rounded up to the next whole space.

(2) In houses of worship and other places of public assembly in which occupants utilize benches, pews or similar seating arrangements, each 18 linear inches of such seating facilities shall be counted as one seat for the purpose of determining the required number of parking spaces.

(3) In multistory buildings having vertical penetrations including, but not limited to, elevator, mechanical closets, air shafts, stairways and other similar penetrations, and large retail establishments in excess of 5,000 square feet in area having "backroom" storage or working space, may deduct these spaces from the gross square footage in calculating parking space needs.

(4) In the case of mixed uses, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately and the off-street parking space for one use shall not be considered as providing the required off-street parking for any other use, except as provided for in the shared parking criteria in this division.

(c) Off-street parking areas shall not be used for sales, dead storage, repair, dismantling or servicing of any type or kind, nor shall areas devoted to such activities count toward meeting off-street parking requirements.

(d) Off-street parking areas for five or more automobiles shall have individual spaces that are designed, maintained and regulated so that no parking or maneuvering incidental to parking shall be on any public street or sidewalk and so that any automobile may be parked and unparked without moving another automobile.

(e) Except as provided in section 23.7, all off street parking areas shall be surfaced with asphalt, bituminous or concrete material, clay brick or concrete paving units, and maintained in a smooth, well-graded condition.

(f) If artificially lighted, such lighting shall be so designed and arranged that light is directed away from any adjoining property used or zoned for residential purposes and so designed and arranged as to shield public roadways and all other adjacent properties from direct glare or hazardous interference of any kind.

(g) Be arranged for the convenient access and safety of pedestrians and vehicles.

(h) Be so arranged that no vehicle shall be required to back from such facilities directly onto public streets.

(i) Have curbs, motor vehicle stops or similar devices so as to prevent vehicles from overhanging on or into public rights-of-way or adjacent property.

Sec. 22.3. General requirements.

(a) *Plan approval.* All new construction, except single-family and two-family dwellings as regulated under section 22.5, must have a site plan and landscape plan approved by the city prior to the issuance of a building permit.
(b) *Screening of certain areas.* Screening shall be employed for parking lots as required, and to mask from the public view such service areas as trash and garbage areas, outside equipment of unaesthetic character, and accessory buildings or areas not enhancing or in keeping with the aesthetics of the project or the neighborhood.
(c) *Installation.* All landscaping shall be installed in accordance with the approved landscape plan prior to issuance of a certificate of occupancy and shall be installed in accordance with accepted landscape practices within the area. All plant material listed as Category I by the Florida Exotic Pest Plants Council (FEPPC) shall be removed prior to issuance of certificate of occupancy.
(d) *Maintenance.* The owner and tenant, or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping in accordance with section 22.10, and landscaped areas shall be so maintained as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. If trees, shrubs or other landscape material should die, such materials must be replaced within 30 days.
(e) *Protection of landscaped areas.* All landscaped areas shall be protected from vehicular encroachment by curbs, wheel stops or other similar device.
(f) *Preservation of existing plant material.* In instances where healthy plant material exists on a site prior to its development, in part or in whole, for purposes of off-street parking or other vehicular use areas, or in conjunction with other landscaping requirements, an applicant will be encouraged to retain such landscaping. The city manager may adjust the application of the standards set out in this section to allow credit for such plant material if, in his opinion, such an adjustment is in keeping with and will preserve the intent of this section.
(g) *Reclamation.* In the event construction activity ceases on a zoning lot that has been cleared of vegetation, the owner shall be required to restore sufficient vegetation and/or provide such other means, as determined by the city, to ensure the stability of the soil on the lot.

Sec. 22.6. Landscaping for all other developments.

(a) *New multifamily and all nonresidential developments.* New multifamily and all nonresidential developments shall be landscaped in accordance with the applicable provisions of this section.
(b) *Additions to existing buildings.* When the cost of any addition to or renovation of an existing multifamily or nonresidential building is determined to be a substantial improvement, as defined in Division 2, the property shall be landscaped in accordance with paragraph (a) prior to the issuance of a certificate of occupancy. If the proposed addition or renovation will not constitute a substantial improvement and if the property does not comply with the requirements of this division, one square foot of landscaping for each one square foot of additional building

area shall be required. If no buildings are constructed, landscaping equal to the following table shall be required.
TABLE INSET:

Cost of Renovation	**Dollar Amount of Landscaping Required**
$1,001.00--$10,000.00	**25 percent of renovations costs**
$10,001.00--$25,000.00	**20 percent of renovations costs**
$25,001.00--$100,000.00	**15 percent of renovations costs**
Over $100,001.00	**10 percent of renovations costs**

In the event that the required landscaping cannot be placed on the property in such a way as to permit proper maintenance, said landscaping may be placed in the public right-of-way with the approval of the city. If that is not practical, a payment in accordance with the table above may made to the city for landscaping in an appropriate area.

(c) *Changes in use.* Changes in use of existing buildings shall require the landscaping of the property to bring it into full compliance with all the standards provided in this section.

(d) *Community Redevelopment District (CRD).* All new projects within the CRD abutting Gulf Boulevard and Blind Pass Road are encouraged to utilize plant material marked with an (*) within the front setback.

Sec. 4.4. (Conditional Use) Standards for review.

(a) *Standards applicable to all conditional uses.* When considering an application for approval of a conditional use, the city commission review shall consider the following standards:

(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;

(2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;

c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features; and

d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.

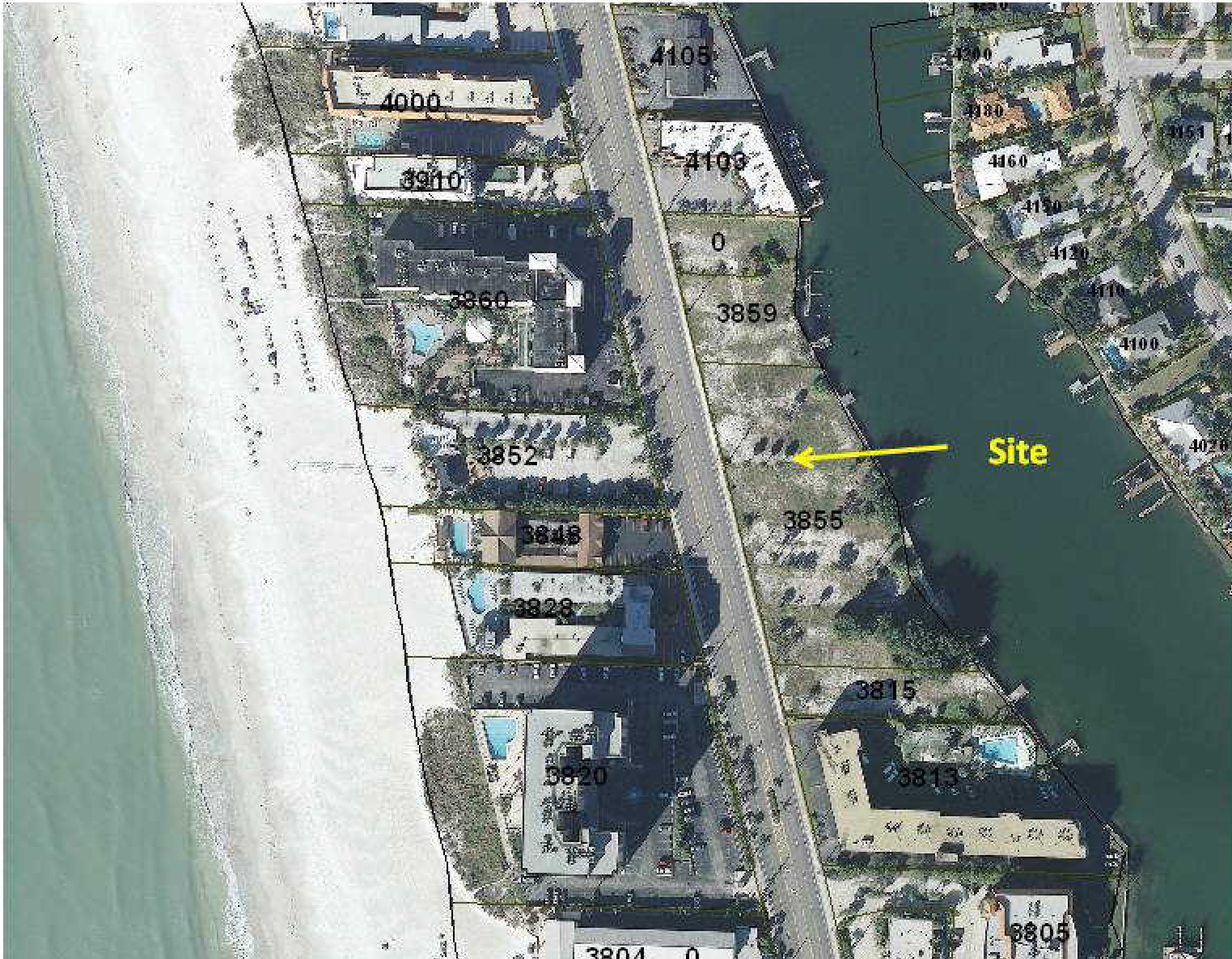
(3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;
(4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;
(5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;
(6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and
(7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Sec. 3.12. Variances.

(a) *Authority and approval criteria.*
(1) The appropriate board of authority may authorize variances to the land development regulations if the applicant is able to demonstrate the following conditions:
(a) The existence of conditions and circumstances that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same district which have complied with these regulations without hardship; that the strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building; and the peculiar conditions and circumstances are not the result of the actions of the applicant; and
(b) Neither a nonconforming use of neighboring lands, structures or buildings, legal or illegal, in the same district, nor a permitted use in adjacent districts shall be considered as grounds for issuance of a variance; and
(c) The proposed variance will not have the effect of changing any district boundary on the zoning map, nor constitute the granting of a nonconforming use. Under no circumstances shall a variance permit an increase in development density or permit a use not specifically permitted in the district; and
(d) The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In granting the variance, the appropriate board of authority may prescribe any conditions and safeguards it deems necessary or desirable as a condition of approval of the variance application; and
(c) The appropriate board of authority finds as a reasonable conclusion that hardship would unnecessarily result from a literal enforcement of the provisions of the land development regulations as set forth in the application, and the variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.

(2) When application is made to the city commission for approval of a conditional use permit, any necessary variances shall be considered by the commission at the same time as the conditional use permit request. Such variances may be approved or denied by the city commission without regard to the disposition of the conditional use permit request.
(3) Any variance granted hereunder shall expire one (1) year from the date of the development order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.
(b) *Limitations on variance authority of appointed boards.* Any request for variance to the city's coastal control line shall be made directly to the city commission. No board of authority shall grant a variance from any requirement imposed by the city commission as a condition of rezoning, conditional use approval or any other action of the commission resulting in the granting of specific development rights.

3855 Gulf Boulevard



St. Pete Beach City Commission
Agenda Report

Issue Considered:	Appointment to the General Employees' Pension Board of Trustees
Date:	March 22, 2011
Prepared By:	Mike Bonfield, City Manager MB
Summary of Issue:	The term for one of the Commission appointed positions on the General Employees' Pension Board of Trustees has expired. Staff advertised for the position and Mr. Richard Brogan and Mr. William Schroeder, current appointee, have expressed their desire to serve on this Board.
Requested Motion:	"I move to appoint (name) to the General Employees' Pension Board of Trustee
Attachments:	William Schroeder's' resume' Richard Brogan's resume'

William C. Schroeder
4330 Miller Dr.
St. Pete Beach, FL 33706

727-459-0716 (cell)
727-803-3544 (w)

Experience

Jabil Circuit Inc - Corporate Development

Public Company (NYSE: JBL); Consumer Electronics industry - December 2005 – Present

Responsible for identifying strategic product and/or company acquisition candidates, as well as establish creative new research and development ventures and strategic alliances. Independently lead M&A transactions worldwide on behalf of Jabil. Execute day-to-day deal management, including interfacing with Legal, IT, HR, Business Development, Supply Chain, Finance, investment bankers and other internal and external resources supporting Jabil's Corporate Development activities, including mergers, acquisitions, joint ventures, restructurings, divestitures, etc.

McFarland Dewey & Co. - Partner

Privately Held; Investment Banking industry - September 1993 – December 2005

Senior investment banking team member and senior financial analyst covering a broad range of industries and responsibilities. Industries included manufacturers of medical diagnostic devices, specialty chemicals, holographic printing, circuit board and apparel; distribution business ranging from wireless communications to building products; and other companies focused on transportation, healthcare, internet, consulting, asset management, discount brokerage and specialty finance. Assisted clients in IPO and follow-on offering floation of companies and divisions. Major emphasis on linked financial modeling incorporating highly detailed breakdown of income statements, cash flow statements and balance sheets including five-year forecasting. Used a variety of valuation techniques including price to cash flow, P/E, price to book as well as discounted cash flow modeling. Conducted industry-specific competitive analysis.

GE Capital - Credit Portfolio Manager

Public Company; GE; Financial Services industry - June 1991 – September 1993

Managed a $130 million dollar international credit portfolio. Analyzed cash flow projections and clients' ability to service future debt obligations. Analysis included present and future product viability as well as production analysis.

Education

University of Wisconsin-Madison - MBA, Finance, Investments & Banking, 1989 – 1991

University of Wisconsin-Madison - BA, International Economics, 1985 – 1989

Additional Information

Groups and Associations: Chairman, **General Employees Pension Board -** City of St. Pete Beach, FL; **Jabil Circuit** 401K Advisory Board Member.

Richard C Brogan
902 Boca Ciega Isle Drive
St Pete Beach, FL 33706

Background Summary

Extensive experience with demonstrated accomplishments in entrepreneurial and corporate environments. Proven track record of performance and results through strategic planning, motivation, training, contract negotiations and the hiring of support staff.

ADVANTAGE SERVICES, INC. DULUTH, GA
President

Purchased established background screening company doing business in the southeast.

- Successfully grew business into a national/international background screening company.
- Developed company into a fully integrated internet driven business, with full internal computerized functions. All internal programs, internet and website functionality were designed and or code written by ASI staff.

MARTA ATLANTA, GA
Vice President-Human Resources
Responsible for the total Human Resources function of the organization. Hired at a time HR departments were decentralized throughout the operating units of the company.

Accomplishments include:

- Initial goal was to centralize total HR functions under one department and create a professional organization. Goal was achieved within the first year of employment
- Negotiated successful labor union contract with no strike, work stoppage or contract extension. Prior two contract negotiations required binding arbitration to conclude contract renewals.
- Two departments within Human Resources Department achieved national merit recognition by the national transit accreditation board.

KEARNEY-NATIONAL, INC   ATLANTA, GA
Vice President-Human Resources

Responsible for the total Human Resources functions of both domestic and Canadian locations.

Accomplishments include:

- Successfully downsized one unionized location by 30%, resulting in record profits and the best delivery times in the industry while maintaining quality, productivity and moral.
- Company representative for all legal issues, excluding attorney required defense representation.
- Chief spokesperson for domestic and Canadian contract negotiations. Settlements consistently below national average, with no work stoppage.
- Introduced an employee participation program resulting in a minimum of 70% of the employees participating.

R.D.B., INC. SARASOTA, FL
President and General Manager

Purchased an established manufacturing /distribution company in the building trades industry. Revised product line offering, increased production and improved operating efficiency.

Established second manufacturing location to service southern half of Florida.

OTHER POSITIONS/RESPONSIBLITYS

Amerace Corporation, VP Personnel/Administration; Becton Dickinson and Company, Several Positions; Schlumberger, LTD, Several Positions.

EDUCATION

BA Degree, Economics   MS Degree, Industrial Relations

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Appointment to the Police Officers' Pension Board of Trustees
Date:	March 22, 2011
Prepared By:	Mike Bonfield, City Manager MB
Summary of Issue:	The term for one of the Commission appointed positions on the Police Officers' Pension Board of Trustees has expired. Staff advertised for the position and Mr. Richard Brogan and Mr. Bob Rogers, current appointee, have expressed their desire to serve on this Board.
Requested Motion:	"I move to appoint (name) to the Police Officers' Pension Board of Trustees
Attachments:	Bob Rogers' resume' Richard Brogan's resume'

Summary Resume for Robert Miller Rogers

Served in the United States Marine Corps – enlisted 1959, honorable discharge 1967

Graduated LSU Baton Rouge with a BS in Mathematics in 1964

Served at Naval Command Systems in Washington, DC 1964 -1965

Master of Business Administration from UNC Chapel Hill 1967

IBM - 25 years in technical sales and support primarily in the financial industry. Held several executive marketing management assignments in Washington DC, Baltimore Maryland and Atlanta.

General Manager of Habersham Banking Solutions in Atlanta. Company provided hardware and software services to the financial industry located in the Eastern United states.

General Manager of Document Solutions in Birmingham, AL. Company provided advanced imaging hardware and software for Financial Institution backroom operations.

Purchased current home in St. Pete Beach Oct., 1993. Have been a resident tax payer and registered voter since 1994.

Volunteer with St. Pete Beach Classic

Member of American Legion Post 305 St. Pete Beach

Member VFW post 4364

Member of Elks Lodge 2522 Florida

Assisted with bridge evaluation 2008. Developed a proposal which was accepted by FDOT and USCG to modify the lift bridge opening schedule to help reduce traffic congestion caused by too frequent openings.

Served on the Police Pension Board since May, 2009 and currently Chairman of the Police Pension board.

Extensive 40 years' experience successfully managing personal portfolio.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Appointment to the Police Officers' Pension Board of Trustees
Date:	March 22, 2011
Prepared By:	Mike Bonfield, City Manager
Summary of Issue:	The term for one of the Commission appointed positions on the Police Officers' Pension Board of Trustees has expired. Staff advertised for the position and Mr. Richard Brogan and Mr. Bob Rogers, current appointee, have expressed their desire to serve on this Board.
Requested Motion:	"I move to appoint (name) to the Police Officers' Pension Board of Trustees
Attachments:	Bob Rogers' resume' Richard Brogan's resume'

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Appointment to the Firefighters' Pension Board of Trustees
Date:	March 22, 2011
Prepared By:	Mike Bonfield, City Manager MB
Summary of Issue:	The term for one of the Commission appointed positions on the Firefighters' Pension Board of Trustees has expired. Staff advertised for the position and Mr. Richard Brogan and Mr. Michael Terry, current appointee, have expressed their desire to serve on this Board.
Requested Motion:	"I move to appoint (name) to the Firefighters' Pension Board of Trustee.
Attachments:	Richard Brogan's resume'

Richard C Brogan
902 Boca Ciega Isle Drive
St Pete Beach, FL 33706

Background Summary

Extensive experience with demonstrated accomplishments in entrepreneurial and corporate environments. Proven track record of performance and results through strategic planning, motivation, training, contract negotiations and the hiring of support staff.

ADVANTAGE SERVICES, INC. DULUTH, GA
President

Purchased established background screening company doing business in the southeast.

- Successfully grew business into a national/international background screening company.
- Developed company into a fully integrated internet driven business, with full internal computerized functions. All internal programs, internet and website functionality were designed and or code written by ASI staff.

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Accomplishments include:

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KEARNEY-NATIONAL, INC   ATLANTA, GA
Vice President-Human Resources

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Accomplishments include:

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- Chief spokesperson for domestic and Canadian contract negotiations. Settlements consistently below national average, with no work stoppage.
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R.D.B., INC. SARASOTA, FL
President and General Manager

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OTHER POSITIONS/RESPONSIBLITYS

Amerace Corporation, VP Personnel/Administration; Becton Dickinson and Company, Several Positions; Schlumberger, LTD, Several Positions.

EDUCATION

BA Degree, Economics   MS Degree, Industrial Relations

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize the City Manager to enter into a purchasing agreement in the amount of $24,713.00 with Smith Fencing for new tennis court fencing, concrete block backboard and dog park fencing at Vina Del Mar Park.
Date:	March 22, 2011
Prepared By:	Renee Cooper, CIP Construction Manager
Through:	Steven J. Hallock, Public Services Director
Summary of Issue:	A RFP was created for the replacement of the tennis court fencing and adding a tennis backboard to one tennis court at Vina Del Mar Park. While preparing the RFP it came to our attention that the Neighborhood Association approached the City Manager requesting a dog park so we included dog park fencing and other amenities brought up over the last couple years by residents as bid alternates. The intent was to see how many resident requests we could address under this one CIP project. The approved CIP project budget is $25,000. The tennis court fencing is in very poor condition and needs to be replaced ($13,838). The tennis court backboard is a long standing request. The base bid included a manufactured tennis backboard but the project budget will support a more durable and longer lasting concrete block backboard ($5,300). Per the Neighborhood Association request we are including the dog park fencing ($5,091) and pet waste disposal system ($484). Based on this scope total project cost is $24,713 and the lowest qualified bidder is Smith Fencing. We received exceptional references for Smith Fencing and have great confidence they can complete the project efficiently and effectively.
Requested Motion:	"I move to authorize the City Manager to enter into a purchasing agreement in the amount of $24,713.00 with Smith Fencing for new tennis court fencing, concrete block backboard and dog park fencing at Vina Del Mar Park."
Attachments:	Bid Tabulation Purchasing Agreement
Reviewed by City Manager:	MB

Bid Tabulation 2/18/2011 11AM

Vina Del Mar ParkFencing

Base Bid	FGS Group	Smith Fence	Eveland Bros.	West Coast Fence
1. Remove and Replace fencing at Tennis Courts	$13,473.38	$13,838.00	$18,714.00	$18,088.80
2. Supply and Install Manufactured Tennis Backboard	$3,875.00	$2,161.00	$4,422.00	$3,688.15
Lump Sum Base Bid	$17,348.38	$15,999.00	$23,136.00	$21,776.95

Alternates				
1. Dog Park Fencing	$7,888.60	$5,091.00	$7,713.00	$8,095.00
2. Pet Waste Disposal System	No Bid	$484.00	$800.00	No Bid
3. Replace existing water fountain with human/canine fountain	No Bid	$9,507.00	$7,262.00	No Bid
4. New canine drinking fountain	No Bid	$9,506.00	$8,335.00	No Bid
5. New Outdoor Water Cooler	No Bid	$4,987.00	$4,309.00	No Bid
6. Concrete Block Backboard	$2,975.00	$5,300.00	$5,996.00	No Bid

Tennis Court Fencing, Tennis Backboard, Dog Park Fencing, Pet Waste Disposal System:	No Bid on Alt.	$21,574.00	$31,649.00	No Bid on Alt.
Tennis Court Fencing, Tennis Backboard, Outdoor Water Cooler:	No Bid on Alt.	$20,986.00	$27,445.00	No Bid on Alt.
Tennis Court Fencing, Concrete Block Backboard, Dog Park Fencing, and Pet Waste Disposal System:	No Bid on Alt.	$24,713.00	$33,223.00	No Bid on Alt.

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Vina Del Mar Park Fencing

THIS AGREEMENT is hereby executed this 22 day of March, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Smith Fence Company (hereinafter "VENDOR"), as follows:

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

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

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

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

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

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

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of $24,713.00, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

Smith Fence Company
4699 110th Ave. No.
Clearwater, FL 33762

As to City:

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

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

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

____

____

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

Smith Fence Company
Vendor

BY ____________________

Steve Benell, Project Manager
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY____________________
CITY MANAGER

APPROVED AS TO FORM:

____
CITY ATTORNEY

ATTEST:

____
CITY CLERK

10/1/2004

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to seek an Attorney General opinion on the proper method to approve the 2008 Community Redevelopment District comprehensive plan amendment and land development regulations following repeal of City Charter sections 3.15, 3.17 and 3.18.
Date:	March 22, 2011
Prepared By:	Mike Bonfield, City Manager MB
Summary of Issue:	As a result of the amendments to the City Charter approved by the voters on March 8, the City Attorney is requesting authorization to seek guidance from the Attorney General on the proper method to approve the comprehensive plan amendment and land development regulations approved by the voters in 2008. The Circuit Court recently voided the results of the election and the matter is currently under appeal.
Requested Motion:	"I move to authorize the City Attorney to seek an Attorney General opinion on the proper method to approve the 2008 Community Redevelopment District comprehensive plan amendment and land development regulations following repeal of City Charter sections 3.15, 3.17 and 3.18."
Attachments:	N/A

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Pinellas Safe Harbor Donation
Date:	March 22, 2010
Prepared By:	Mike Bonfield, City Manager MB
Summary of Issue:	Pinellas County, PCSO and several of the larger cities have been working with non-profits groups to establish the Pinellas Safe Harbor homeless shelter on 49th Street North. Each city in the county is being asked to commit annual funding to offset the costs to operate and maintain the facility.
Requested Motion:	"I move to authorize the City Manager to provide $_____ for the operation and maintenance of the Pinellas Safe Harbor homeless shelter.
Attachments:	St. Petersburg letter Pinellas Safe Harbor Operating budget Donation list

CITY OF ST. PETERSBURG

CITY OF ST. PETERSBURG, FLORIDA
Office of the Mayor

BILL FOSTER, Mayor

December 15, 2010

Mr. Mike Bonfield
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Dear Mike:

You may already be aware that at last night's County Commission meeting, the Commissioners committed over $200,000 in support to the Pinellas Safe Harbor project at the 49th Street Complex. In addition, the Sheriff and Public Defender have pledged grant and other funds, and several municipalities, including St. Petersburg, Clearwater, Pinellas Park and Largo have pledged financial and in-kind support for the project.

As I mentioned at the December City Managers' Consortium, Mayor Bill Foster is requesting that each city in Pinellas County become a financial partner in supporting this program. St. Petersburg is committing to $100,000 in annual financial support, along with several in-kind services: Clearwater, Pinellas Park and Largo are committing up to $50,000. The Mayor is requesting your municipality consider a commitment of $5,000 - $10,000.

Serving our homeless citizens is a multi-faceted issue, with a complexity of problems to be addressed. In Pinellas County, we are blessed with a mix of competent and committed social services which will support this effort. Significant in this endeavor is the joining of the key components in our criminal justice community, the Sheriff, State Attorney, Public Defender and Chief Judge. They recognize the urgency of taking action and have each made an investment of time and a commitment toward moving this forward.

Three years ago, Pinellas Hope seemed like a major challenge, but the collaboration of Catholic Charities, surrounding cities, the County and others produced a highly successful program for a segment of our homeless population. Pinellas Safe Harbor now offers an opportunity to build upon that success and offer services to others who don't qualify at Pinellas Hope.

I urge you to discuss your level of commitment with your elected officials and to send us a positive answer at your earliest convenience. While we are all stretched to the limit, this program will take advantage of an underutilized facility and provide a cost effective set of options for citizens throughout Pinellas County who are currently underserved. If we can assist in any way, including providing additional information or appearing at your Council or Commission meeting, we would be happy to do so.

Sincerely,

Tish

Tish Elston
City Administrator

cc: Mayor Michael Finnerty, City of St. Pete Beach
Mayor Bill Foster, St. Petersburg
Mayor Frank Hibbard, Clearwater
Mayor Pat Gerard, Largo
Mayor Bill Mischler, Pinellas Park
City Manager William Horne, Clearwater
City Manager Norton Craig, Largo
City Manager Michael Gustafson, Pinellas Park

PROPOSED BUDGET FOR SAFE HARBOR FACILITY AND PROGRAMS: 12-1-10

Facility Operational Expenses:			
Energy costs:		$125,000.00	
Water/Sewer:		$75,000.00	(An Icon water conservation system is being installed, which will significantly reduce water costs.)
Natural Gas:		$10,000.00	
	Sub Total:	**$210,000.00**	**OUT OF POCKET EXPENSES BEING PAID BY PCSO, ST. PETE AND OTHER PARTNERS TO BE DETERMINED .**
Food Costs:			
Food/Beverages:		$310,000.00	(This includes service for 250 people, 3 meals per day for one year. With assistance from faith-based and other community members who are currently feeding the homeless on the street, this cost will decrease.)
	Sub Total:	**$310,000.00**	**OUT OF POCKET EXPENSES BEING PAID BY PCSO, ST. PETE AND OTHER PARTNERS TO BE DETERMINED .**
Security Costs:			
24/7 Security		$220,000.00	(Provided by G4S. 5 guards at $44,000.00 per year each)
	Sub Total:	**$220,000.00**	**OUT OF POCKET EXPENSES BEING PAID BY PCSO, ST. PETE AND OTHER PARTNERS TO BE DETERMINED.**
Personnel Expenses:			
One Facility Coordinator:		$124,800.00	(PCSO Lieutenant funded from Inmate Welfare Fund)
One Criminal Justice Specialist:		$49,300.00	(PCSO employee funded from Inmate Welfare Fund)
One Detective:		$106,000.00	(SPPD employee)
One Reentry Coordinator:		$47,387.00	(Grant funded - employed by partner agency)
Nine Case Managers:		$399,921.00	(Grant funded - employed by partner agencies) (The Reentry Coordinator and Case Managers will be employed by community partners PERC, PAR, Dream Center and the Public Defender's Office)
	Sub Total:	**$727,408.00**	**$280,100.00 OUT OF POCKET EXPENSE FUNDED BY PCSO AND ST. PETE. AND $447,308.00 GRANT FUNDED.**

Treatment/Services Expenses:

Three Counselors:	$120,000.00	(Grant funded-employed by PAR, Westcare, and Suncoast to provide alcohol, substance abuse and mental health treatment).
Other Services:	$245,010.00	(Grant funded and includes: transitional housing at ACTS/Turning Point, workplace readiness and job placement services through Stars/Strive, housing and basic expense stipend, detox and psychological services).
Literacy:	$1,000.00	(PCSO/St. Petersburg funded - services provided by the Literacy Council of St. Petersburg. Cost is for program and materials).
Job Placement:	$0.00 $366,010.00	No cost. Frank Crum Staffing has agreed to do on-site assessments and attempt to place individuals in temporary and/or temporary-to permanent employment. We are currently seeking opportunities with other business partners for employment opportunities as well.
Sub Total:	**$366,000.00**	**$1,000.00 OUT OF POCKET FUNDED BY PCSO AND ST. PETE. AND $365,000.00 GRANT FUNDED.**
Annual Total Cost:	**$1,837,408.00**	**$1,837,408.00 OF WHICH $740,000.00 ARE OUT OF POCKET NON-PERSONNEL EXPENSES PAID FOR BY PCSO, CITY OF ST. PETERSBURG, AND OTHER PARTNERS TO BE DETERMINED**

Pinellas Safe Harbor Donations

City	Donation
Bay Care	$75,000
Belleair	$5,000
Belleair Beach	$1,000
Cleawater	$50,000
Gulfport	$1,000
Indian Rocks Beach	$2,000
North Redington	$1,000
PCSO	$250,000
Pinellas Park	$50,000
Seminole	$4,000
South Pasadena	$5,000
St. Petersburg	$100,000
	$544,000

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Alcalde & Fay - Agreement for Lobbyist Services
Date:	March 22, 2011
Prepared By:	Mike Bonfield, City Manager MB
Summary of Issue:	The City Commission provided for six months of funding for Alcalde & Fay in the FY2011 budget and requested discussing the continued funding in March 2011. The Agreement states that termination will occur upon 30 day's written notice by either party with or without cause.
Requested Motion:	"I move to authorize the City Manager to extend/ terminate the agreement with Alcalde & Fay for lobbyist services."
Attachments:	Alcalde & Fay agreement

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ST. PETE BEACH AND ALCALDE AND FAY, LTD.

The following is an agreement between the City of St. Pete Beach, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as 'CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation infrastructure, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the St. Pete Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation infrastructure, water resources, housing and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on public works, transportation infrastructure, water resources, housing and Federal grant programs, including but not limited to:

    1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources and housing programs.

    2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;

    3. Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;

    4. Maintaining direct and frequent contact with key United States Senators and Representatives;

    5. Advocating CITY interests during the United States legislative and regulatory process;

    6. Providing the CITY with a written report of activities and attending CITY meetings upon the CITY'S written request.

B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be $5,000.00 per month. CONTRACTOR shall submit the monthly $5,000.00 fee invoice at the first of each month, beginning on December, 2007. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only upon prior written approval by the City Manager.

C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have L.A. 'Skip' Bafalis and Jim Davenport, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY:	MIKE BONFIELD, CITY MANAGER CITY OF ST. PETE BEACH 155 COREY AVENUE ST. PETE BEACH, FL 33706
CONTRACTOR:	ALCALDE & FAY, LTD. 2111 WILSON BLVD., 8TH FLOOR ARLINGTON, VA 22201 (703) 841-0626

D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. TERM OF AGREEMENT: This Agreement shall become effective on December 11, 2007 and shall terminate upon 30 day's written notice by either party with or without cause.

F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the CONTRACTOR related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the CITY or the CONTRACTOR. Such public records may not be destroyed without the specific written approval of the Mayor. Upon request by the CITY, the CONTRACTOR shall promptly supply copies of said public records to the CITY. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.

H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by City of St. Pete Beach. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Pinellas County.

J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

K. INDEMNITY: Contractor shall indemnify and hold the city, it officials, agents and employees, harmless against any and all claims, liability, loss, action or damage arising out of this agreement.

L. INSURANCE: Contractor shall maintain professional liability insurance in the amount of $1,000,000 and provide the city with a certificate of such insurance upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 12th day of December, 2007.

ATTEST:

Colette Graston

Theresa McMaster

CITY OF ST. PETE BEACH

By: Michael P. Bonfield

WITNESSES:

James Dawson

Jennifer Kay

ALCALDE AND FAY, LTD.

By: L. A. Bafalis