



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

155 Corey Avenue

**Tuesday, May 24, 2011**

6:30 PM

Call to Order  
Pledge of Allegiance  
Invocation  
Roll Call

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### **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. Letter of Appreciation for WSI employee Mr. Ruben Howard.**
  - b. Hurricane Awareness Month Proclamation**
  - c. Update on litigation cases – City Attorney**
  - d. Project close out for Lightning Protection and Cascading Equipment Transient Voltage Surge Suppression (TVSS) for the Reclaimed Water Booster Station.**
  - e. Landscape planning for Gulf Blvd, the Bayway and Blind Pass Road.**

**f. City Commission meeting procedures - Mayor McFarlin**

**3. Audience Comments** - Comments shall be limited to 3 minutes per person on issues not on the agenda.

**4. Consent**

- a. City Commission Minutes of April 28, 2011 and May 10, 2011**
- b. Authorize the City Manager to enter into a 3-year, unit cost agreement with Ashbritt, Inc., for Disaster Debris Removal for Storm Events.**

**5. Ordinances**

- a. Ordinance 2011-03, Final Reading and Public Hearing, amending Divisions 20, 26 and 31 of the City of St. Pete Beach Land Development Code.**
- b. Ordinance 2011-12, Final Reading and Public Hearing, an providing a supplemental appropriation to the General Fund for Fiscal Year ending September 30, 2011 and providing for funding.**
- c. Ordinance 2011-13, Final Reading and Public Hearing, amending Chapter 58 of the Code of Ordinances relating to dog parks.**
- d. Ordinance 2011-14, Final Reading and Public Hearing, amending Chapter 94 – Waterways of the Code of Ordinances.**
- e. Ordinance 2011-05, First Reading and Public Hearing, amending the Code of Ordinances, Chapter 2, Article 3 Finance, Division 1, Disposal of surplus city property, Section 2-186 (A) Definition of Personal Property; Division 4, Purchases and Contracts, Section 2-282 City Manager's Duties; Bidding Procedures, by increasing the bidding exemption from \$10,000 to \$25,000.**
- f. Ordinance 2011-15, First Reading and Public Hearing, Progress Energy Franchise Agreement**
- g. Ordinance 2011-16, First Reading and Public Hearing, Repealing Ordinance 2011-09 that authorized red light cameras in the city.**

**6. Resolutions – none for this agenda**



## **7. Action Items**

- a. Authorize the City Manager to publish and send notices regarding a public hearing on June 28th 2011 to adopt an Annual Assessment Resolution for the Stormwater Utility.**
- b. Waive the bid requirement and authorize the City Manager to enter into a purchase agreement with Kloote Contracting for \$87,862 for Alley Rehabilitation.**
- c. Amendment of City Manager's employment agreement**

## **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

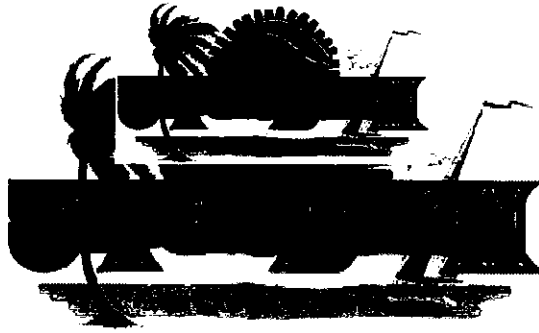
Issue Considered: Letter of Appreciation for WSI employee Mr. Ruben Howard.

Date: May 24, 2011

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City's solid waste hauler, WSI, has requested the City show its appreciation for one of their exemplary employees who has worked in the City of St Pete Beach since 1986. We are happy to oblige.

Reviewed by  
City Manager: \_\_\_\_\_



City of St Pete Beach  
155 Corey Avenue  
St. Pete Beach, Florida 33706-1839  
Phone: 727-363-9220 \* Fax: 727-363-9236  
[www.stpetebeach.org](http://www.stpetebeach.org)

## Letter of Appreciation

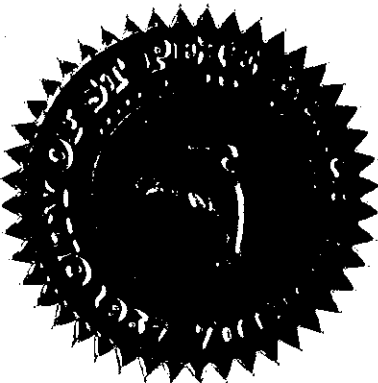
It is a privilege to honor Mr. Ruben Howard for his continued service to the residents of the City of St. Pete Beach since 1986. Mr. Howard is a proud and respected employee of Waste Services of Florida. During his spotless record of employment, Mr. Howard has never had a recordable accident or injury.

In addition to his service to keep the City clean, Mr. Howard is listed with Crime Stoppers as assisting in keeping the City and its residents safe and secure.

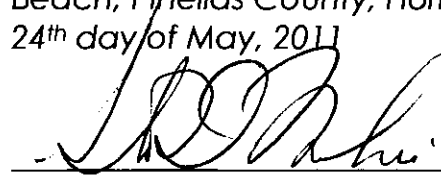
Recently, Mr. Howard battled a medical condition that threatened to hinder his service, but did not end it. We are thankful he was able to beat his illness and was able to return to work to continue his impeccable service to the residents of St. Pete Beach.

We commend Mr. Howard's exemplary citizenship to St. Pete Beach and we look forward to his contributions in keeping the City's streets clean and safe for many years to come.

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  
24<sup>th</sup> day of May, 2011*

  
\_\_\_\_\_  
Mayor Steve McFarlin

# PROCLAMATION

**WHEREAS**, in August and September of 2004, Hurricanes Charley, Frances, Jeanne and Ivan made landfall in the state of Florida causing major damage to the State; and

**WHEREAS**, in 2005 Hurricane Katrina struck Louisiana and Mississippi and caused catastrophic damage and the loss of thousands of lives; and

**WHEREAS**, in 2008 Tropical Storm Faye affected the state of Florida and Hurricanes Gustav and Ike devastated parts of Texas and Louisiana; and

**WHEREAS**, forecasters predict increased tropical storm activity in 2011 as we remain in a period of increased major hurricane activity; and

**WHEREAS**, the Tampa Bay Region faces tremendous challenges of evacuation, response and recovery in the coastal metropolitan region; and

**WHEREAS**, the Tampa Bay Regional Planning Council is completed the update of the regional evacuation study as part of the Statewide effort; and

**WHEREAS**, the Region supports the State of Florida's "**Florida Prepares**" program for preparedness and mitigation of all hazards; and

**WHEREAS**, the Tampa Bay Regional Planning Council's adopted growth policy, *Future of the Region*, is aimed at "ensuring the maximum degree of public safety for all citizens of the region"; and

**WHEREAS**, since June of 1979, the Tampa Bay Regional Planning Council, guided by the four county emergency management agencies and the Regional Emergency Management Committee, has undertaken a series of planning projects aimed at the comprehensive emergency management of the hurricane hazard confronting the Tampa Bay region; and

**WHEREAS**, the key to the success of any hurricane evacuation plan is the informed citizen; and

**WHEREAS**, the *2011 Hurricane Guide*, will be produced and distributed region-wide in May.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission declares:

## **June 2011 Hurricane Awareness Month in St. Pete Beach**

to increase public interest and understanding of the hurricane hazard and urges local governments to similarly adopt resolutions and conduct programs for their citizens; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be transmitted to the Governor, the Division of Emergency Management and the chief elected officials of governments in the Tampa Bay region.

Seal:

**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of St. Pete Beach, Pinellas County, Florida to be affixed this 24<sup>th</sup> day of May 2011

-----  
Steve McFarlin, Mayor

City Attorney Cost  
Fiscal Year 2010 - 2011

| Date of Service | Chmielewski | Pyle vs. SPB | Edwards vs. SPB | Chmielewski vs. SPB |                        | Kadoura & McCormick vs. SPB | Labor Atty. | Coconut Inn | Complaint writ of Mandamus |                 | Kadoura v Sunshine Law | Robert & Geraldine Pletcher | Threatened litigation        |                        | Appeal of Kadoura v SPB final judgement | Threatened litigation | Anderson litigation against SPB | Independent Legal opinion RE: litigation conflict | John & Bette Woods | Total        |
|-----------------|-------------|--------------|-----------------|---------------------|------------------------|-----------------------------|-------------|-------------|----------------------------|-----------------|------------------------|-----------------------------|------------------------------|------------------------|-----------------------------------------|-----------------------|---------------------------------|---------------------------------------------------|--------------------|--------------|
|                 |             |              |                 | Sowa                | (Inverse Condemnation) |                             |             |             | Kadoura vs. SPB            | Kadoura vs. SPB |                        |                             | Kadoura v City, Sunshine Law | Public Records Lawsuit |                                         |                       |                                 |                                                   |                    |              |
| 10/31/10        | \$ 64.63    | \$ 143.54    | \$ 618.25       |                     | \$ 266.50              | \$ 9,154.79                 |             | \$ 4,549.06 |                            | \$ 62.00        | \$ 77.02               | \$ 246.00                   |                              |                        |                                         |                       |                                 |                                                   |                    | \$ 14,915.29 |
| 11/30/10        | \$          | \$ 4,743.18  |                 |                     |                        | \$ 11,418.24                |             | \$ 82.00    |                            | \$ 266.50       |                        |                             |                              |                        |                                         |                       |                                 |                                                   |                    | \$ 16,776.42 |
| 12/31/10        | \$          | \$ 4,914.32  |                 | \$ 143.75           |                        | \$ 4,897.92                 |             |             |                            | \$ 761.71       |                        |                             |                              |                        |                                         |                       |                                 |                                                   |                    | \$ 10,717.70 |
| 1/31/11         | \$          | \$ 447.74    | \$ 553.50       |                     |                        | \$ 6,483.84                 | \$ 440.00   |             | \$ 368.00                  | \$ 1,010.01     | \$ 1,102.26            | \$ 2,589.67                 |                              |                        | \$ 1,866.06                             | \$ 2,634.50           | \$ 4,448.50                     |                                                   |                    | \$ 18,252.15 |
| 2/28/11         |             |              | \$ 184.50       |                     |                        | \$ 4,616.62                 | \$ 220.00   |             | \$ 421.38                  | \$ 2,297.89     | \$ 1,010.01            | \$ 1,102.26                 |                              |                        | \$ 1,729.92                             | \$ 668.03             | \$ 1,996.00                     | \$ 10,330.00                                      |                    | \$ 24,046.84 |
| 3/30/11         |             |              | \$ 820.00       | \$ 553.50           |                        |                             | \$ 249.97   |             |                            | \$ 2,297.89     | \$ 14,811.07           |                             | \$ 246.00                    |                        | \$ 3338.11                              | \$ 4911.64            | \$ 7769.89                      | \$ 2,888.20                                       | \$ 205.25          | \$ 37,640.27 |

|    |       |    |           |    |          |    |        |    |        |    |           |    |        |    |        |    |          |    |        |    |          |    |           |    |       |    |        |    |          |    |          |    |          |    |           |    |          |    |            |
|----|-------|----|-----------|----|----------|----|--------|----|--------|----|-----------|----|--------|----|--------|----|----------|----|--------|----|----------|----|-----------|----|-------|----|--------|----|----------|----|----------|----|----------|----|-----------|----|----------|----|------------|
| \$ | 64.63 | \$ | 10,248.78 | \$ | 2,176.25 | \$ | 697.25 | \$ | 266.50 | \$ | 36,571.41 | \$ | 188.46 | \$ | 660.00 | \$ | 4,881.03 | \$ | 789.38 | \$ | 4,887.56 | \$ | 18,013.55 | \$ | 77.02 | \$ | 246.00 | \$ | 6,934.09 | \$ | 8,214.17 | \$ | 6,444.50 | \$ | 18,099.89 | \$ | 2,988.20 | \$ | 119,460.47 |
|----|-------|----|-----------|----|----------|----|--------|----|--------|----|-----------|----|--------|----|--------|----|----------|----|--------|----|----------|----|-----------|----|-------|----|--------|----|----------|----|----------|----|----------|----|-----------|----|----------|----|------------|

St. Pete Beach City Commission  
Agenda Report

Issue Considered: Project close out for Lightning Protection and Cascading Equipment Transient Voltage Surge Suppression (TVSS) for the Reclaimed Water Booster Station.

Date: May 24, 2011

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: In an effort to be transparent and accountable to all of the tax and user fee payers in the City, staff likes to come back to City Commission after a capital improvement project is completed to report on it. This allows people to see firsthand how their tax dollars or user fees were spent and holds staff accountable for how the project was managed.

In September 2010 the City received a memo from Pinellas County Utilities noting issues with the Reclaimed Water Booster Station that needed to be addressed. One of the issues was the need for Lightning Strike Protection for protection of the electronic components of the Reclaimed Water Booster Station. Costly electronic equipment was being damaged by lightning strikes and/or electrical surges on a yearly basis. Rather than keep incurring these unexpected costs staff recommended installing the lightning and surge protection to avoid damage and downtime in the future.

Reviewed by  
City Manager:

\_\_\_\_\_

St. Pete Beach City Commission  
Agenda Report

Issue Considered: Landscape planning for Gulf Blvd, the Bayway and Blind Pass Road.

Date: May 24, 2011

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: In December 2010 the City received a notice to proceed with design from FDOT for landscape grants for Gulf Blvd, the Bayway, and Blind Pass Road. These grants are in conjunction with FDOT project FPID 428219-1-52-01 SR 699 for pedestrian improvements along Gulf Blvd and Blind Pass Road. Grants totaling \$310,000 have been awarded to the City: \$60,000 was awarded annually for rehabilitation of existing FDOT ROW, \$150,000 for Gulf Blvd landscaping and \$100,000 for landscaping at the Bayway.

In April 2011 the City authorized Genesis Group to perform the landscape design required for the FDOT Landscape Grants. This landscape architecture is completed funded through the grants. Preliminary plans are being finalized and will be available for FDOT and City Commission review on Thursday, May 19th. We plan to go over them with City Commission at the May 24<sup>th</sup> meeting.

Reviewed by  
City Manager:

\_\_\_\_\_

## **CITY COMMISSION MEETING**

**APRIL 26, 2011**

**6:30 PM**

### **MINUTES**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL**

**Newly Elected Mayor Steve McFarlin  
Outgoing Mayor Michael Finnerty  
Vice Mayor Jim Parent  
Commissioner Al Halpern  
Commissioner Marvin Shavlan  
Commissioner Beverly Garnett**

### **ALSO PRESENT**

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

Vice Mayor Parent presented Mayor Mike Finnerty with a plaque from the City Commission, a Certificate of Appreciation for his dedicated public service to the City.

Mayor Finnerty gave a brief statement of thanks.

Mrs. Teri Finnerty gave a statement of thanks to the staff at City Hall, to the residents of St. Pete Beach, to their friends and neighbors at the St. Pete Beach Yacht & Tennis Club and the volunteers of "Support Our Troops".

### **INSTALLATION MEETING**

City Manager Mike Bonfield called up Steve McFarlin, the new Mayor of St. Pete Beach, to take the Oath of Office. Pamala Prell, Acting City Clerk administered the Oath of Office to Mayor McFarlin and welcomed him to the City.



Mayor McFarlin made a brief statement thanking Mike & Teri Finnerty for their service to the City and he also thanked his campaign workers. He spoke about plans to develop an "Economic Redevelopment Council".

Mayor McFarlin then adjourned the Installation Meeting.

## **REGULAR MEETING**

Mayor McFarlin called the Regular Meeting to order.

### **1. Changes to the Agenda**

Commissioner Shavlan asked that item 4.d. be moved to the end of 7. Action Items.

### **2. Presentations**

Mayor McFarlin called upon Mr. Bonfield to proceed.

a. Proclamation to urge all citizens to celebrate Arbor Day on April 29, 2011.

Mayor McFarlin proceeded to read the Proclamation aloud.

b. Update on litigation cases relating to Pyle, Kadoura, etc.

City Attorney Mike Davis reported that both the Pyle and Kadoura cases are on appeal and these will be discussed at greater length during the Shade Meeting which is scheduled for April 28, 2011, and they will also discuss them at the Public Meeting following the Shade Meeting.

The other major case is the Anderson case which was brought last year in which Mr. Anderson seeks access to a series of transcripts of confidential Shade Meetings that were held pursuant to the Statute that authorizes attorneys to meet with the Commission and the Statute says there has to be a transcript of those meetings and that transcript remains confidential until the litigation is concluded. In this particular case, the City has released those transcripts to Mr. Anderson. He and his attorneys have them. Mr. Davis' position was there is no reason for that case to continue in the court system; the other side does not agree with us. He has filed a motion to dismiss which is set for hearing and he will keep them apprised of the status of this case.

Mayor McFarlin asked if they were looking for something else and Mr. Davis responded that they are primarily looking for attorney's fees. If they can show the Court that they improperly conducted those Shade Meetings, and then perhaps they will be entitled to attorney's fees.

### **3. Audience Comments**

Mayor McFarlin opened the Meeting for audience comments.

Janet Gustafson, 104 12<sup>th</sup> Avenue, gave her view in regards to a change in zoning and change of future land use designation for the property at 113 11<sup>th</sup> Avenue, Block 3, Lots 11 & 17. She asked that the Commission turn down Mr. Caruso's request.

Mr. Davis explained that this case will be a quasi judicial matter when it comes before them and their deliberation will occur at that time and her letter will be entered into the record at that proceeding.

Mimi Gewanter, 265 Tessier Drive South, congratulated Mayor McFarlin on his election and wished him Good Luck.

Paul Pfister, 8090 Gulf Boulevard, congratulated Mayor McFarlin. Mr. Pfister directed a question concerning a dumpster to Commission Halpern.

Bruno Falkenstein, 2401 Pass-a-Grille Way, addressed the Mayor and Commissioners and spoke about agreeing to disagree.

Gary Renfrow, Alden Beach Resort, 5900 Gulf Boulevard, congratulated Mayor McFarlin and went on to discuss development.

Augie D'Alessio spoke about an ERC that, had it been in place and functioning years ago, he wouldn't be before the Commission tonight.

Phil Milner, Chairman of Fire Pension Board, reported that he received the City's cost based on changes to the assumption rates from Foster & Foster, 8 1/4%, 8% and 7 3/4%. Mr. Milner advised that the Pension Board will do whatever the Commission wants. If they want it at 8% as recited in the Resolution, they will change to 8%.

Lorraine Huhn, 9425 Blind Pass Road, upon congratulating Mayor McFarlin remarked "Let's Get Moving".

Carol Walker, 5396 Gulf Boulevard, congratulated Mayor McFarlin on his campaign and election. She is excited and is hopeful that St. Pete Beach's worst days are behind us and the process of healing has begun.

Rick Falkenstein, 4<sup>th</sup> Palm Point, suggested that the Commission take a look at the Leroy Selmon Toll System where you just drive through, you don't have to stop, and you get mailed a bill, write a check, and send it back.

Commissioner Garnett made a brief announcement regarding Pass-a-Grille's upcoming 100 Anniversary and the activities that are planned.

#### **4. Consent**

- a. Approval of March 29, 2011, Workshop Minutes
- b. Authorize the City Manager to enter into a 3-year, unit cost, agreement with Neel-Shaffer for Disaster Debris Monitoring for Storm Events.
- c. Authorization for the City Manager to waive fees and permits for the Gulf Beaches Kiwanis Club to conduct the "Every Child a Swimmer" program at the Community Center pool in May 2011.

**Vice Mayor Parent made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Halpern and unanimously approved by roll call vote.**

#### **5. Ordinances**

- a. Ordinance 2011-11, Final Reading and Public Hearing, amending Section (O) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances as it relates to stopping, standing or parking of vehicles.

This was a request from Commissioner Shavlan and residents of Lido which was approved unanimously at First Reading.

**Commissioner Shavlan made a motion to adopt Ordinance No. 2011-11, an Ordinance of the City of St. Pete Beach, Florida, providing for amendment of Subsection (O) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles; providing for amendment of the City Parking maps; providing for severability; providing for the repeal of all ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.**

**The motion was seconded by Commissioner Garnett.**

Mayor McFarlin asked for public comment; hearing none, he asked for a vote.

**The motion was unanimously approved by roll call vote.**

## **6. Resolutions**

a. Adoption of Resolution 2011-10 providing for acceptance of the votes cast in the runoff election held on April 19, 2011.

**Commissioner Garnett made a motion to approve Resolution 2011-10, a Resolution of the City of St. Pete Beach, Pinellas County, Florida, providing for the acceptance of the votes cast in the runoff election.**

**The motion was seconded by Commissioner Halpern and unanimously approved by roll call vote.**

## **7. Action Items**

a. Conditional Use Case No. 20110008. Applicant requests conditional Use approval under Section 17.3 (c) for property located at 2301 Pass-a-Grille Way for reconfiguration of an existing commercial dock. Applicant also requests variance from Section 6.23 e 4 to allow tie poles to be located within 0 feet of the extended side property line. This is a quasi-judicial hearing.

Mr. Davis advised the Mayor that he and Susan Churuti belong to the Yacht Club and the Florida Bar prohibits them from taking part this case discussion. He then excused himself from the meeting.

Mr. Bonfield asked the Mayor and Commissioners if any of them had had an ex parte communication they would like to disclose.

Commissioner Garnett has spoken with the person representing the "Women's Club".

Vice Mayor Parent advised he has read five (5) emails on this subject, some in favor and some against. He has also downloaded a satellite photo of the area.

Commissioner Halpern has read the same emails; Commissioner Shavlan has also read the emails. Mayor McFarlin and Commissioner Garnett have seen the same emails.

Mr. Bonfield asked if anyone in the audience would like “substantially affected” status.

Max Alfery, 2107 Pass-a-Grille Way, disclosed that he is the first house south of the Yacht Club and he doesn’t feel it will affect him or the neighborhood.

Mr. Bonfield called upon Karl Holley for staff presentation.

Mr. Holley asked if all the Commissions and the Mayor had received a copy of an email from Jean and Greg Andrews. All of the Commission had copies. He then distributed a copy of a modified plan that he received that afternoon from the Applicant.

He proceeded to outline the application explaining that what the Applicant is seeking to do is modify an existing set of docks. There are presently five existing docks and the applicant proposes to reduce that to four docks and to adjust the location of the docks. Some of the docks that are proposed will be in excess of the length of the existing docks.

The reason they have received these modified plans late is because the Applicant has been involved in some discussion with the adjacent property owner, the Pass-a-Grille Women’s Club, in order to resolve their concerns.

Commissioner Shavlan stated that when they first applied, they didn’t even have any drawings because they didn’t receive any in the original packet, so he asked why they are receiving the application if it’s not complete. Mr. Holley responded by saying they had drawings that were going to be distributed to the Commission last week. The Applicant advised they were discussing this with the Women’s Club and there would be a modified drawing forthcoming which is why he didn’t include the original drawing in the Agenda packets.

Commissioner Garnett is not comfortable voting on this tonight.

Mr. Bonfield suggested that, if they are uncomfortable, they continue this to the next meeting; have the public hearing at that time.

Vice Mayor Parent would like to see the dimensions on the layout and he is confused by the Andrews’ letter.

Mayor McFarlin stated that he would be in favor of moving this application to the next meeting and provide the Commission with more complete plans and give affected parties a chance to look at those plans as well.

**Vice Mayor Parent made a motion to continue this application to the May 10, 2011 Meeting. The motion was seconded by Commissioner Shavlan and unanimously approved by roll call vote.**

Mr. Bonfield advised the audience of the May 10<sup>th</sup> hearing date and also advised that there will be no other notices sent.

b. Conditional Use Case #20110010. Applicant requests Conditional Use approval under Section 15.4(t) for a commercial waterslide for property located at 9540 Blind Pass Road. This is a quasi-judicial hearing.

Mayor McFarlin asked if any of the Commissioners had any ex parte communication on this item.

Commissioner Shavlan went over to view the property but did not talk with anyone.

Commissioner Garnett had dinner on the property the previous night.

Vice Mayor Parent looked at the satellite views of the layout of the property.

Commissioner Halpern has gone to the property.

Mayor McFarlin asked if there was anyone present who is a substantially affected party. Hearing none, he called on Mr. Holley for his presentation.

Mr. Holley gave a brief explanation of the application. He distributed three additional letters of objection to the Commission received by his office subsequent to the distribution of their agenda packets. He also advised that he has had a number of discussions on the telephone with citizens, many of whom expressed concerns.

What is being requested is an inflatable vinyl-material water slide which the Applicant is proposing to inflate and fill with water at the beginning of each work day and then to deflate and drain at the end of each day. The Applicant's intention is to operate this facility on a seasonal basis, not the entire year.

Mr. Holley pointed out that there are no specific standards for parking relating to this so he doesn't have a specific ability to calculate. He relies on the International Transportation Engineer's manual to estimate traffic generation of various facilities. An inflatable water slide is not one of the facilities they have generated traffic information for; so we really doesn't have any basis for estimating what traffic impact there may be or parking requirements either. He

added that it would be prudent to assume that there will be some impact with respect to vehicle traffic generation and parking requirements for the site.

Other operational concerns or issues is the volume of noise generated by the people who utilize the slide. There are some individuals that are concerned about visual impact of the slide. It is his understanding that the proposed slide is going to be generally consistent with the slide that is currently operated by the "TradeWinds" on the beach and that would be your general visual context of the slide. Because it is not a structure by definition under the City's Code, it will not be required to meet structural setbacks when placed upon the lot.

Commissioner Halpern suggested a Temporary Use permit, giving them six months or a year and then review the use.

Commissioner Shavlan asked why they weren't given a photograph and dimensions.

Mayor McFarlin asked the Applicant to come forward.

Dave Winkler, of "Captain Dave Water Sports", 9540 Blind Pass Road offered his congratulations to Mayor McFarlin and asked for questions from the Commission.

Vice Mayor Parent asked "how tall is the water slide?" Mr. Winkler responded that the overall height of the slide is 18 feet at its highest point. The maximum height of the archway is 25 feet, half of the allowable distance.

Commissioner Halpern asked if the highest part is to the east. Mr. Winkler advised it would be to the north towards the road. He stated that the overall length of the slide is 91 feet. The slide at the "TradeWinds" is over 200 feet long, so this is half that size which gives a good comparative analysis.

Mayor McFarlin asked Mr. Winkler if he would consider amending his application to make it a temporary use (i.e. one season). Mr. Winkler replied he would be happy with one year; the slide in itself is about a \$30,000 investment and he would probably make another \$10,000 to \$15,000 in capital improvements on the property to accommodate the slide.

As to hours of operation, he would like to follow the same pattern as the restaurants in the area and what they are allowed to do and conform to the noise ordinances in regard to outdoor activity. Usually 10 o'clock weekdays and 11 o'clock weekends.

Commissioner Shavlan really likes the idea particularly since he is going to clean up the area.

Mayor McFarlin thanked Mr. Winkler and then asked for audience comments.

John Schuster, 9425 Blind Pass Road, came to the Meeting with some concerns about this project. He is concerned that the attraction may be opened to adults as well as children. His main concern is the situation caused by "Caddy's Beach Restaurant" (located on Sunset Beach, Treasure Island). To tempt those people with a visible "toy" may bring those same problems to St. Pete Beach which he feels is moving in the wrong direction.

Eric Beard, 6690 Gulf Boulevard, came to the Meeting tonight because he saw this issue on the Agenda and it sounded interesting. Sounds like a good idea. He's all for it.

Seeing no more audience members who wished to speak, Mayor McFarlin called upon Commissioner Halpern for his comments.

Commissioner Halpern again stated that he would like to issue a Temporary Use permit for a year.

Vice Mayor Parent is in favor of this request as well. He likes the idea of a Temporary Use permit, actually a year and a month.

Commissioner Shavlan is also in favor of it and he understands Mr. Schuster's concerns but doesn't see that happening.

Commissioner Garnett is also in favor of it and believes it will attract people and business to our City.

Mr. Davis, in clarification, stated that he hears the Applicant is agreeable to converting his application to a Temporary Use so they just need to specify the conditions of the Temporary Use.

Mayor McFarlin is also in favor of it. He hears the concerns and he is going to rely on Mr. Winkler's reputation in this City and being temporary, the City can shut it down tomorrow if there is a problem.

**Commissioner Halpern made a motion to approve Case #20110010, request for Temporary Use for commercial waterslide for property located at 9540 Blind Pass Road with the Temporary Use to be reviewed fourteen (14) months after the start of operation. The motion was seconded by Vice Mayor Parent and unanimously approved by roll call vote.**



c. Election of Vice Mayor

**Commissioner Shavlan nominated Beverly Garnett as Vice Mayor. The nomination was seconded by Vice Mayor Parent and unanimously approved .**

d. Board Appointments – BIG C, MPO, TBRPC, SUNCOAST LEAGUE

Mr. Bonfield advised the Commission that it is no longer the MPO but the PPC (Pinellas Planning Council).

**Commissioner Al Halpern was appointed to the TBRPC (Tampa Bay Regional Planning Council).**

**Vice Mayor Beverly Garnett was appointed to the Suncoast League of Cities.**

**Commissioner Jim Parent and Mayor Steve McFarlin were appointed to serve on the Big C (Barrier Islands Governmental Council).**

**Commissioner Marvin Shavlan was appointed to the PPC (Pinellas Planning Council).** (Subject to approval of Madeira Beach and Treasure Island)

e. Service Agreement with Genesis Group for \$31,000 for landscape design per FDOT Landscape Grants.

Commissioner Shavlan questioned what was going to be done for \$31,000. Mr. Bonfield explained that plans were required to be done before the Grant.

Steve Hallock stated that this is actually three grants, \$60,000 a year for the next five years which could include the medians and any other FDOT right-of-way work the City may want to do, the Corey entrance to the City or the Bayway entrance to the City. There's also a \$100,000 Grant for the Bayway landscaping and \$150,000 Grant for Gulf Boulevard/Blind Pass Road, the entire corridor.

What this accomplishes is basically the Plan has to go to FDOT and they have to sign off on it. There is no other way to put it. More than likely, FDOT landscaping is utilitarian and not beautification in nature. They have very detailed guidelines outlining what they will allow the City to do. Ten (10%) percent to fifteen (15%) percent is pretty common for engineers and he held them to the 10% which is applicable under the Grant.

**Commissioner Halpern made a motion to authorize the City Manager to enter into a professional service agreement with Genesis Group for \$31,000 for Landscape Design per FDOT Landscape Grants. The motion was seconded by Commissioner Shavlan and unanimously approved by roll call vote.**

## **8. Items for Discussion**

### **a. Election Runoff Procedures**

Commissioner Shavlan feels they should dispose of the runoff election due to the fact that in the end it produced the same results and cost the City \$15,000. He doesn't see the necessity of having it.

Mayor McFarlin stated that because four people were running for Mayor, it was obvious that a runoff would be necessary. It not only cost the City a lot of money it costs the residents a lot of money too.

Mr. Bonfield advised the Commission that if it's the consensus that they want to make that change, he would draft an Ordinance and present it at a future Meeting.

### **b. Requirements on Applications to the Building Department**

There was discussion concerning the lack of information presented to the Commission when applications are heard. It was agreed that they need more information including pictures and the application must be submitted in a timely manner in order for the Commissioners to have time for review prior to the hearing. Mr. Bonfield will draft some requirements.

## **9. Reports**

**City Manager Bonfield presented his report.**

**He reminded the Commission of the interviews for City Clerk scheduled on Thursday, April 28, 2011 beginning at 9:30 am. He also reported on his recent trip and interview for the City Manager position in Alabama, of which he was not offered the position.**

**Mayor McFarlin asked Mr. Bonfield to add an item to the Agenda for the next Meeting "Repealing of the Ordinance to Install Red Light Cameras in St. Pete Beach". Mr. Bonfield will place it on the May 24<sup>th</sup> Meeting Agenda.**

**Commissioner Parent asked if they could look into combining the three Pension Boards. Mr. Davis will report back on that issue.**

**Vice Mayor Garnett presented her report.**

**Commissioner Shavlan presented his report.**

**Commissioner Parent presented his report.**

**Commissioner Halpern presented his report.**

**Mayor McFarlin presented his report.**

**Mayor McFarlin asked Mr. Bonfield to set up a Workshop Meeting to discuss the procedures for Commission Meetings. He stated that he has some suggested changes to the current procedures.**

**Mayor McFarlin also brought up the bus stops on Corey Avenue and particularly the poor lighting. Another lighting issue is at the triangle at the Gulf Winds.**

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

\_\_\_\_\_  
Rebecca Haynes, City Clerk

\_\_\_\_\_  
Steve McFarlin, Mayor

Minutes Approved on: \_\_\_\_\_

## **CITY COMMISSION MEETING**

**MAY 10, 2011**

**6:30 PM**

### **MINUTES**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL**

**PRESENT:**

**Mayor Steve McFarlin  
Vice Mayor Beverly Garnett  
Commissioner Al Halpern  
Commissioner Jim Parent  
Commissioner Marvin Shavlan**

**ALSO PRESENT:**

**City Manager Mike Bonfield  
Acting City Clerk Pamala Prell, MMC  
City Attorney Susan Van Wyk**

#### **1. Changes to the Agenda**

Action Item 7.a. was moved between the Consent Agenda and Ordinances.

Vice Mayor Garnett advised the Commission that she is a member of the Pass-a-Grille Women's Club and a member of the St. Petersburg Yacht Club. She asked if she could vote on Item 7.a.

Attorney Van Wyk advised her that after checking with Mr. Davis it was determined that she does not have a conflict and she can vote. However, Ms. Van Wyk has a conflict and the Florida Bar prohibits her from taking part.

Mr. Bonfield added that Terri Finnerty is present and would like to give an update on "Support Our Troops"; she can be added to the end of Presentations. All were in agreement.

**2. Presentations**

- a. Proclamation declaring May 12, 2011 Wendy Wax Day.

Mayor McFarlin read the proclamation and declared May 12, 2011 Wendy Wax Day. Ms. Wax was present and thanked the Commission for the acknowledgement. Ms. Wax gave a copy of her latest novel, Ten Beach Road, to each member of the City Commission.

- b. Proclamation declaring May Neurofibromatosis (NF) Awareness Month.

Mayor McFarlin read the proclamation and declared the month of May as Neurofibromatosis (NF) Awareness Month in St. Pete Beach.

- c. Don CeSar area street/sidewalk improvement project close out.

Renee Cooper gave a brief presentation of the improvements made and showed "before and after" pictures.

Vice Mayor Garnett reported that the citizens of Pass-a-Grille have contacted her with very positive remarks regarding the improvements.

- d. Street and sidewalk assessment project close out.

Renee Cooper presented the results of the survey. The City's roadway network average is a PCS 71 which is a little below the goal and the City's SBI average is 4 for the sidewalks.

- e. Presentation to City Commission on the Stormwater Utility Rate Study.

Steve Hallock addressed the Commission regarding this study. He then introduced the consultants from Woolpert who presented the results. Their recommendation to reach the City's \$511,000 goal would be a \$72.00 per year charge or assessment on the tax appraiser's bill. They also recommend an annual increase be built into the resolution of 4% in order to take into account inflation as well as increased mandates that may be coming. No property would be exempt from this assessment.

f. Terri Finnerty – Support Our Troops

Mrs. Finnerty announced that the Support Our Troops Program has been moved to St. Albans Episcopal Church, located at 330 85<sup>th</sup> Avenue which gives them more room and more hours of access for the volunteers.

The donation box as well as pictures and letters will remain at City Hall. The donation box at the Library will remain and St. Albans is allowing them to have a donation box there.

**3. Audience Comments**

Paul Pfister, 8090 Gulf Boulevard, asked the Mayor about the status of the Economic Redevelopment Council. Mayor McFarlin advised that he is working with Robin at the Chamber of Commerce and they will meet again next week. Right now they are just gathering ideas and he is asking the Commissioners for their ideas.

Mary Ann Tuchol, 7815 Boca Ciega Drive, advised that there is a problem on the Beach that the Commission is not aware of. There are no laws or regulations regarding mooring of boats. She was concerned with a sailboat being moored near her property in the Intracoastal Waterway near the Community Center, which has broken loose several times. She asked that City Commission get involved to seek a resolution to this problem.

Mimi Gewanter, 265 Tessier Dr., South, asked if the Mayor was going to give a report of his first two weeks in office.

Deborah Edney, 181 73<sup>rd</sup> Avenue, asked if the Commissioners received her emails. She is asking that instead of paying \$1200 a year for a double occupancy, she is asking to pay \$600 a year for her sewer bill.

Ian Boyle, Government Affairs Manager for Waste Services, Inc. wanted to come to this Meeting to introduce himself and leave his business card. He will also leave cards for Bill Krimmel, their Division Manager.

Deborah Schechner, 710 Boca Ciega Isle Drive, brought up the Nuisance Abatement Board again. The crime rate is much worse than shown on the paperwork the Commission received. She also suggested that the City do something to get more of the bed tax returned to the City.

Carol Walker, 5396 Gulf Boulevard, spoke on behalf of the Beach Theater which was not doing well and may close. She stated that the owner has done lots of good things for the Community and suggested that the Community support the oldest Theater in Pinellas County by taking their family and/or friends to a movie.

Mike Bonfield advised that he will be setting up a meeting with the owner to see what can be done regarding this matter.

Mayor McFarlin then closed the Meeting to Audience Comments.

#### **4. Consent**

a. Minutes of April 28, 2011 Shade Meeting, April 28, 2011 Special Meeting and April 12, 2011 Regular Meeting.

b. Authorize the City Manager to expend \$14,540 to American International Motors, Inc. for emergency repairs to wastewater lift station #2.

c. Authorize the City Manager to sign a proposal from George F. Young, Inc. in the amount of \$18,920 to provide engineering services for the rehabilitation of lift station #4.

**Commissioner Parent made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Halpern and unanimously approved.**

**Item 7.a., Case #20110008 Conditional Use.** Applicant requests Conditional Use approval under Section 17.3(c) for property located at 2301 Pass-a-Grille Way for reconfiguration of an existing commercial dock. Applicant also requests variances from Section 6.23 (e) (4) to allow tie poles to be located within zero feet of the extended side property line. *This is a quasi-judicial hearing.*

Mr. Bonfield reiterated that this is a quasi-judicial hearing and since both City attorneys are members of the Yacht Club they are excused from this hearing and he advised them should something come up where they need further legal advice, they may have to continue this hearing.

Mayor McFarlin asked the Commission if they had any communication with the applicant. Hearing none, he asked if there was anyone in the audience who wanted to be considered for a "substantially affected" status.

Mayor McFarlin then called upon Karl Holley who proceeded to outline the application. He stated that the Commission and Mayor should have received a

couple of drawings provided by the applicant, one which indicates the existing configuration of the facility and one that indicates the proposed configuration.

He went on to say that the overlay documents they were provided are approximately to scale. It may be off by about 2%.

Commissioner Shavlan asked if this had to go through another agency to which Mr. Holley replied that it does require approval of the Pinellas County Water & Navigation Authority.

Mayor McFarlin asked for comments from the applicant. Hearing none, he asked for audience comments. Hearing none, the Mayor closed audience comments.

**Vice Mayor Garnett made a motion to approve Case #20110008 a request for variance from Section 6.23.(e)(4) to allow tie poles to be located within 1 foot of the extended side property line. The motion was seconded by Commissioner Shavlan and unanimously approved by roll call vote.**

**Vice Mayor Garnett made a motion to approve Case #2011008, a request for Conditional Use under Section 17.3(c) for a commercial dock. The motion was seconded by Commissioner Parent and unanimously approved by roll call vote.**

Mayor McFarlin called for a five minute break.

Mayor McFarlin called the Meeting back to order at 8:14 pm.

## **5. Ordinances**

a. Ordinance 2010-35, First Reading and Public Hearing providing for amendment of the Future Land Use Map of the St. Pete Beach Comprehensive Plan for property located at 113 11<sup>th</sup> Avenue.

Mr. Bonfield asked Susan Van Wyk to address to the Commission.

Ms. Van Wyk recommended that the Commission combine items a. and b. and hold one *quasi judicial hearing* on both Ordinances, i.e. 2010-35 and 2011-34, and then consider them by separate votes. All were in agreement with the recommendation.

Mayor McFarlin then asked the Commission to disclose any communications or involvement the Commissioners may have had with the applicant and/or others.



Vice Mayor Garnett advised that she has received phone calls, emails, and she expressed to the callers that she shouldn't be discussing this issue.

Commissioner Shavlan disclosed that he saw the emails, spoke to Jay Anderson, Martin Lott, Ward Friszolowski, Ron Holehouse, Melinda Pletcher, Joe Caruso, Karl Holley and Catherine Hartley.

Commissioner Parent reported that he has spoken to staff and read the emails.

Commissioner Halpern stated that he read the emails, spoke to staff and spoke to Joe Caruso and Will Jacoby.

Mayor McFarlin advised that he read the emails and the concessions that he received earlier in the day and spoke to the applicant once but explained that he couldn't discuss the application or visit the property. He also spoke to staff a couple times.

Mayor McFarlin asked the audience members if anyone wished to be considered under substantially affected status.

The following persons were granted the substantial affected status:

Bob Fernandez, 110 12<sup>th</sup> Avenue.

Mrs. Menendez, 111 11<sup>th</sup> Avenue.

Ron Holehouse, 113 12<sup>th</sup> Avenue.

Rusty Ercius, 111 12<sup>th</sup> Avenue.

Ms. James, 109 12<sup>th</sup> Avenue.

Toni King, 109 12<sup>th</sup> Avenue.

Debra Yates, 1105 Gulf Way

Dave Nelson, 107 12<sup>th</sup> Avenue.

Mayor McFarlin then called upon Karl Holley to proceed.

Mr. Holley explained that this is a request by Joseph Caruso for a Land Use Change and rezoning of his property located at 113 11<sup>th</sup> Avenue. Mr. Caruso is

requesting to modify Future Land Use Map designation from its current designation of Residential Low Medium to Residential High with a Resort Facilities Overlay. His stated purpose for requesting this modification is to allow for him to apply for and be awarded the Traditional Hotel District Zoning which requires the Residential High Land Use with the Resort Facilities Overlay designation.

Mr. Holley went on to give a brief presentation of the requests and the policies that affect them. He explained that the first Ordinance that is before the Commission is a Land Use Change request which is a legislative action, not a *quasi judicial action* and as such the Commission has a general standard of reasonableness as well the necessity to ascertain that it is requested adequately compliant with applicable Comprehensive Plan Policy.

Mr. Holley advised that with respect to the entire rezoning request, in summary staff's conclusion was that the request appears to be generally more consistent with the standards than inconsistent. The Land Development Regulations do not say that one standard is more significant than the other. They do not say that all standards must be met nor does it say that all standards may not be met.

Upon inquiry by Commissioner Parent, Mr. Holley advised that the request is unmodified from what went before the Planning Board. Commissioner Parent then stated that he is assuming the Commission can put conditions on the zoning request and asked if they can put conditions on the legislative Land Use. Mr. Holley responded yes, as long as they are reasonably related to the approval criteria that they have before them.

Ms. Van Wyk replied yes and there are a couple of different methods. They can incorporate conditions on the Future Land Use Map itself by using footnotes or write notations right on it that can limit density or intensity; however; the best way to limit an approval would be through a Development Agreement which is a contract with a developer that is signed by all parties, goes through a Public Hearing Process, is recorded in public record and runs with the land. She would recommend that if the City is going to agree to conditions that they do so formally in a way that "will run with the land".

Mayor McFarlin asked if there were any other questions from the Commission and hearing none, then asked the Applicant to come forward.

Jackson Bowman, 1780 102<sup>nd</sup> Avenue North, St. Petersburg, attorney for Joe Caruso, addressed the Commission. He pointed out various portions of the Land Development Code that favorably reflect on his client's application.

Joe Caruso, 1301 Gulf Way, gave a brief history of his business in Pass-a-Grille and outlined what his plans are now for his property. He went on to read a list of conditions he is willing to comply with in order to get approval for the improvements at The Coconut Inn.

Mayor McFarlin called upon Mr. Fernandez who is represented by Mr. Bacon who indicated that Mr. Bacon will be speaking on behalf of Mr. Holehouse, Mr. & Mrs. Fernandez, and Mr. Ercius.

David Bacon, 2959 1<sup>st</sup> Avenue North, St. Petersburg stated that his clients are in no way enemies of nor opposed to The Coconut Inn. They value that historic structure and recognize it's an important part of the history of the community and they are not opposing that whatsoever. Their concerns are based on one fundamental consideration and that's the confusing issue of whether the City is trying to preserve or allow expansion. The applicant today has one lot that has the allowance of 50 units an acre and he's asking for two lots that have those allowances. That is what his clients are opposed to. They are not opposed to preservation but they are opposed to any expansions that would go beyond that.

Attorney Bacon went on to say that the Commission acted properly about a year and four months ago by denying the very same application that is now before them. He went on to cite the primary considerations that he recited before the Commission many months ago.

Mayor McFarlin then asked if anyone who identified themselves as substantially affected would like to speak. There were none.

Mayor McFarlin then opened the Meeting to audience comments. He asked for anyone who is in support of the application to come and speak first.

Tom (last name inaudible), of Alton Drive stated that he owns two properties on Vina Del Mar. He spoke in favor of the application.

Mimi Gewanter, 265 Tessier Drive South, spoke in favor of the application.

Teri McKay, 1106 Pass-a-Grille Way, stated that she has been a resident since 1980 and is very proud of what Mr. Caruso has done to his property. She spoke in favor of the application.

Michael Lamate, from New York spoke in favor of the application.

Brad (last name inaudible), 1205 Gulf Way, spoke in favor of the application.

Patricia Lopez, 1005 Gulf Way, spoke in favor of the application.

Dave Nelson, 107 12<sup>th</sup> Avenue, spoke in favor of the application.

Debra Yates, stated that she supports the application, but would rather see landscaping on the vacant lot rather than a Shuffle Board Court.

Ed Porke, Wesley Chapel, Florida, supported the application.

Deborah Schechner, 710 Boca Ciega Isle Drive, spoke in favor of the applicant.

Maggie Caruso, 113 11<sup>th</sup> Avenue, Joe Caruso's wife, asked that the Commission take all of these residents' comments and opinions into consideration when making their decision. In addition, Bill Stapleton wanted to be at the Meeting tonight but sent a letter in support of all of the Inns remaining in Pass-a-Grille; and their neighbor, Chris Morrison, also said he is thrilled with anything they want to do there.

Mayor McFarlin then asked for anyone who wants to speak in opposition of the application to come forward.

Bob Fernandez, 110 12<sup>th</sup> Avenue sent each of the Commissioners an email expressing his opposition.

Lila Menendez, 111 11<sup>th</sup> Avenue, said that she would like to see limits on the changes that are being proposed.

Ms. James, 109 12<sup>th</sup> Avenue, was concerned with the vacant lot being used as a construction site for about two years and stated that she was opposed to the application.

Jane Gottwald, 23<sup>rd</sup> Avenue, is against the "encroachment" in the neighborhood.

Don Pellegrino, 103 25<sup>th</sup> Avenue, is opposed to the change in land use and zoning.

Suzette Feinstein, 105 13<sup>th</sup> Avenue, was against the application.

Melinda Pletcher, 2281 East Vina del Mar, requested that the Commission deny this application.

Two women from the audience (inaudible names/addresses) opposed the application.

Mary Fernandez, 110 12<sup>th</sup> Avenue, spoke against the application.

Ron Holehouse, 113 12th Avenue, would like to see the Commission find a way to help Mr. Caruso beautify the property. He suggested that a compromise be reached to allow him the ability to landscape the property and beautify the neighborhood. He requested the Commission deny the request for a zoning change.

Mayor McFarlin closed the Meeting to audience comments.

Mayor McFarlin then called upon the Applicant for cross-examination.

Attorney Jackson Bowman, questioned Mr. Holley regarding the most recent version of the THD Zoning Ordinance and when it was adopted. He then asked Mr. Holley to describe the purpose of having a Comprehensive Plan designation "RH" in the area south of 15<sup>th</sup> Avenue in Pass-a-Grille.

Attorney Van Wyk informed the Commission that they could cross-examine.

Commissioner Halpern had no questions.

Commissioner Parent asked for clarification in terms of the timing of when Mr. Caruso bought The Coconut Inn and when it was eligible for the THD.

Mr. Caruso advised that he purchased the Leroy Hotel July 28, 2008. The Ordinance was changed to include the Leroy and the Fairhaven several months after.

Commissioner Parent asked Ms. Van Wyk if the memo by Mr. Davis in November of 2009 stating that the two lots could be considered together still stands. She responded by saying that was correct; that is still the opinion.

Commissioner Parent then asked if recreational use and/or landscaping impacts intensity or density. Ms. Van Wyk answered there are no measurements; there are uses that are either allowed or not allowed.

Mayor McFarlin asked Mr. Holley if any of the alleys running north/south east/west had been vacated. Mr. Holley stated that it is public right-of-way.

Commissioner Shavlan asked for clarification of Attorney Bacon's comment that Development Agreements are not enforceable. Attorney Van Wyk believes that the attorney was referring to the difficulty of crafting and developing an agreement that is enforceable. She went on to say that her recommendation is that they adopt a Development Agreement if they want to approve this application with conditions. She advised that it would have to go through two Public Hearings and there would be much opportunity for public input and one of those hearings could be before the Planning Board.

Commissioner Shavlan went on to ask Mr. Holley if a catastrophic loss devastated the applicant's hotel, would building back the same number of rooms be impossible. Mr. Holley stated it would certainly be difficult.

Commissioner Shavlan then asked Mr. Fernandez and Mrs. Menendez if there is any room for compromise. He suggested that perhaps an agreement could be worked out and they could specify what he could and could not do with a Development Agreement in place.

Mr. Fernandez suggested letting Mr. Caruso re-apply for THD for the one lot on 11<sup>th</sup> Avenue where the Coconut Inn is and then allow the landscaping on the other lot. He stated that he would not oppose that; but their biggest fear is a commercial structure next door to them.

Mrs. Menendez commented that if Mr. Caruso has to re-build after a catastrophe event, he could use the whole lot. There is a pool between the two buildings but if he used the whole lot he could build a bigger hotel.

Mayor McFarlin asked Mr. Bacon to come forward for rebuttal.

Mr. Bacon stated that he would be very brief because he has not heard anything new presented. He does not believe they have before them a request that can be approved as it was submitted.

Mayor McFarlin then called upon Attorney Bowman for his remarks.

Attorney Bowman requested that when the Commission makes its decision, they follow the Comprehensive Plan. Mr. Caruso has made it very clear that the only reason that vacant lot is in play is *if*, by some reason, the LDC does not permit him to construct what he may have lost on the improved lot. There is nothing in the Plan that makes this debatable.

Mayor McFarlin asked the Commission if they would like to discuss the issue.

Vice Mayor Garnett asked for clarification as to the THD Plan; it wasn't a blanket approval of all of the hotels, each property was given the opportunity to apply for the THD designation.

Mr. Holley responded by saying it was clear that the Commission, at the time they adopted these regulations, intended for each individual application to come forward and be considered on its own merits.

Mr. Bonfield added that the reason it wasn't considered a blanket approval was because it would have required a vote of the public if it affected more than five parcels.

Commissioner Shavlan appreciates what the residents are saying about noise intrusion. However, they can get a Development Agreement so that they know exactly what is going there and they can control it. It would be best for all who are involved.

Commissioner Parent feels the THD was meant to preserve the character of Pass-a-Grille. He agrees with Commissioner Shavlan that if this lot gets sold off as residential, they are going to get a two story over parking structure blocking out sunlight. You are also going to get all the hotel parking on the streets. The THD conflicts with the Comp Plan. Using the property as a recreational use with gazebos doesn't show him a big problem. He would strongly recommend whatever it takes they find a way to create some use on that lot. He wants to find a way to compromise on this issue.

Commissioner Halpern has heard everyone speak tonight and it sounds like they really don't want the THD in Pass-a-Grille. Any small hotel in Pass-a-Grille that applies for a THD is going to have the same issues. They are going to have neighbors who don't want it. He thinks this should be approved; he hasn't seen one good reason why it shouldn't and if they don't approve it, he thinks they should seriously look at doing away with the THD completely.

Mayor McFarlin said what they are looking at here is do they want to take away from the homeowners or not.

Mr. Bonfield asked for a break; Mayor McFarlin adjourned the Meeting for a 5 minute break.

Mayor McFarlin called the Meeting back to order at 11:16 pm.

Attorney Van Wyk announced that she met with her colleagues during the recess and they have a recommendation to make to the Commission. Having listened to all the comments on both sides, the Applicant and the substantially affected parties are interested in trying to work out something in the form of a compromise; and what they would like to do is defer the application and bring it back amended with certain conditions that can be agreed upon for the development of Lot 11, which would include limiting the developments that can occur on that property in the future; but insure that the grandfathering of the existing Inn, under the Comp Plan, is meaningful.

Ms. Van Wyk recommended that it be a Development Agreement that would go with the land. The Commission would be approving a Land Use Change and a Zoning Change subject to conditions that would be incorporated into a Development Agreement and be recorded in the public records and run with the land. According to State law, a Development Agreement expires after twenty years and that is being extended to thirty years under the Growth Management Act that was just approved. It could not be changed back to a single family lot without amendment of that agreement which has to be signed by all parties and there has to be another Public Hearing. The Commission would be a signatory on the Development Agreement. All were in agreement.

Mayor McFarlin asked Mr. Bonfield to move on to the next item on the Agenda.

c. Ordinance 2011-03, First Reading and Public Hearing amending Divisions 3, 20, 26 and 31 of the City of St. Pete Beach Land Development Code.

Attorney Van Wyk interrupted to say they needed to vote on the deferral of Items a. and b. on the Agenda.

**Commissioner Parent made a motion to defer Items 5. a. and 5. b. to some time in the future. The motion was seconded by Commissioner Halpern and unanimously approved by roll call vote.**

Karl Holley gave a brief explanation of Ordinance 2011-03.

Mayor McFarlin had a question about taking the variances away from the Board of Adjustment.



Commissioner Shavlan asked Attorney Van Wyk if it is alright for the Commission to confer with their appointees to Boards and can they tell them how to vote. She responded that it is perfectly acceptable to confer with their appointees on any committee however they should not tell them how to vote.

Mayor McFarlin asked for audience comments.

**Commissioner Halpern made a motion to approve Ordinance No. 2011-03, with the exception of the changes to 3.12(b) and removal of 31.13, variance authority, and the addition of lighting in Section 26.35(d) with the same verbiage as in 26.35., an Ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendment of the Land Development Code; providing for amendment of Divisions 3, 20, 26 and 31 of the Land Development Code as they relate to the Traditional Hotel District; changing the variance authority from the Board of Adjustments to the City Commission; establishing regulations related to signage in the Traditional Hotel District; lowering the maximum allowable height for Temporary Lodging Establishments in the Traditional Hotel District; 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.**

**Commissioner Parent seconded the motion and it was approved by unanimous roll call vote.**

d. Ordinance 2011-12, First Reading and Public Hearing, providing a supplemental appropriation for fiscal year 2011 to the General Fund, providing for funding and providing for an effective date.

Mr. Bonfield gave a brief summary of the four items in the Ordinance.

**Vice Mayor Garnett made a motion to approve Ordinance 2011-12, an Ordinance of the City of St. Pete Beach, Florida, providing a supplemental appropriation to the General Fund for fiscal year ending September 30, 2011; providing for funding; providing for an effective date.**

**Commissioner Shavlan seconded the motion and it was approved by unanimous roll call vote.**

e. Ordinance 2011-13, First Reading and Public hearing, amending Chapter 58 of the Code of Ordinances.

Mr. Bonfield explained that this is the adoption of their regulations for the new dog park which will be opened in Vina Del Mar in the very near future.

Commissioner Parent asked several questions regarding the Dog Park.

Steve Hallock advised the Commission that they need this Ordinance in place before they can open the Park. The second reading is scheduled for the 24<sup>th</sup> of May and staff is getting landscaping done and spraying of pesticides for fleas and ticks. At the end of this month, it should be open.

**Vice Mayor Garnett made a motion to approve Ordinance No. 2011-13, an Ordinance of the City of St. Pete Beach, Florida, providing for amendment of Chapter 58 of the Code of Ordinances, pertaining to parks and recreation; providing for amendment of Section 58-25 to include rules and regulations for dog parks; and providing for an effective date, and further eliminating 58.25(a).**

**The motion was seconded by Commissioner Shavlan and approved by unanimous roll call vote.**

e. Ordinance 2011-14, First Reading and Public Hearing, amending Chapter 94 – Waterways of the Code of Ordinances.

Mr. Bonfield explained that the major issue here is the zones on the map which have been updated to reflect the current regulations.

**Vice Mayor Garnett made a motion to approve Ordinance 2011-14, an Ordinance of the City of St. Pete Beach, Florida, providing for amendment of Chapter 94 of the Code of Ordinances, pertaining to waterways; providing for amendment of Section 94-36 to update designated zones of restricted watercraft operation; and providing for an effective date.**

**The motion was seconded by Commissioner Shavlan and unanimously approved by roll call vote.**

## **6. Resolutions**

There were none submitted for the Agenda.

**7. Action Items**

- b. Annual Holiday Boat Parade route.

**Commissioner Halpern made a motion to support that the annual Holiday Boat Parade travel north to south in 2011 and that every other year the route be reversed.**

**The motion was seconded by Vice Mayor Garnett and unanimously approved.**

- c. Appointment to the Firefighters Pension Board of Trustees.

Mr. Bonfield explained that this is an appointment by the two Commission appointees and the two employee appointees; they are recommending Keith Beattie, a retired fireman, who has served in this position previously.

**Commissioner Shavlan made a motion to confirm the appointment of Keith Beattie to the Firefighters Pension Board of Trustees.**

**The motion was seconded by Vice Mayor Garnett and approved. By a 4-1 vote. Commissioner Parent voted no.**

**8. Items for Discussion**

There were none submitted for this Agenda.

**9. Reports**

**City Manager Bonfield presented his report.**

**Attorney Van Wyk gave a brief report.**

**Vice Mayor Garnett presented her report.**

**Commissioner Shavlan presented his report.**

**Commissioner Parent presented his report.**

*City Commission Meeting*  
*May 10, 2011*  
*Page 17 of 17*

There being no further business to come before the Commission, the Meeting was adjourned at 12:25 am.

Attest:

\_\_\_\_\_  
Rebecca Haynes, City Clerk

\_\_\_\_\_  
Steve McFarlin, Mayor

Minutes Approved On: \_\_\_\_\_

St. Pete Beach City Commission  
Agenda Report

Issue Considered: Authorize the City Manager to enter into a 3-year, unit cost agreement with Ashbritt, Inc., for Disaster Debris Removal for Storm Events.

Date: 5/24/11

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steve Hallock, Public Services Director

Summary of Issue: A RFQ was released for qualifications and price proposals for disaster debris removal for storm events. Currently the City relies on the FDOT for first push on ALL City roadways. By contracting our own team for debris removal, the City can better control the timeline for road clearing and total debris removal. FDOT is still required to clear State Highways and bridges, but the City will now be responsible for debris clearing and removal on ALL City streets. Debris clearing and removal is reimbursed from FHWA and FEMA for public access roads, right-of-ways, and public property.

Three proposals were received: Ashbritt, Ceres Environmental Services, and Bergeron Emergency Services. Pricing amongst the three proposals was very consistent. The decision rested with overall company performance, experience, and available services. Not only does Ashbritt offer debris removal, they go one step further in providing turnkey rebuilding services, personnel training, and financial underwriting if needed. Ashbritt is a well-known company that provides emergency services across the US, with corporate headquarters in Pompano Beach, FL, and regional offices in Fort Myers.

Due to its nature the Ashbritt, Inc. RFQ is over 200 pages and meant to address any and all circumstances that may arise after a storm event. It is available in the Public Services Department if any one wishes to review.

Requested Motion: "I move to authorize the City Manager to enter into a 3-year, unit cost agreement with Ashbritt, Inc., for Disaster Debris Removal for Storm Events."

Attachments: Professional Services Contract

Reviewed by  
City Manager: \_\_\_\_\_

# ***The City of St. Pete Beach, Florida***

## ***Pre-Storm Contract for Disaster Recovery Services***

THIS CONTRACT is made this the   24   day of  May  2011, by and between **AshBritt, Inc.** a Florida corporation (hereinafter referred to as “**Contractor**”) and the **City of St. Pete Beach**, a political subdivision of the State of Florida (hereinafter referred to as “**City**”).

### RECITALS

WHEREAS, it is foreseen that it is be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City** and to provide recovery Technical Assistance to the appointed and elected officials resulting from a future natural or manmade disaster; and

WHEREAS, the **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the **City** by such storms or manmade events; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **AshBritt, Inc.** has the experience, equipment, manpower, wherewithal, and resources, as well as the permits and licenses to perform all related debris and other storm services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, pricing schedule, terms, conditions and technical specifications as set out in this competitive Contract; and

THEREFORE, said parties do agree to the following stipulations, conditions and technical specifications.

### **1.0 SERVICES**

#### **1.1 Scope of Contracted Services:**

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (hereinafter referred to as “debris”)*, including hazardous and industrial waste materials and within the time specified in Section 3.3 of this

Contract. Emergency debris push, debris removal, demolition of structures and hazard mitigation actions shall be limited to:

- 1) That which is necessary to eliminate immediate threats to life, public health, and safety;
- 2) That which has been necessary to eliminate immediate threats of significant additional damage to improved public or private property;
- 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

The contractor provided services shall provide for the effective and efficient removal and lawful disposal of storm debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, any other locally owned facility or residential or commercial site as may be directed by the **City**. Contracted services will only be performed after the delivery, to the **Contractor**, an Approved Work Authorization and a Notice-to-Proceed by the **City**. The **Contractor** shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the **City** as set out in Section 4.8 of this Contract.

#### **1.2 Emergency Road Clearance / Push:**

The **Contractor** shall accomplish the push by the cutting, tossing, stacking and/or pushing of storm debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for a period of 72 daylight hours (plus or minus) after a disaster event, unless extended by the **City**. Once this debris push task is accomplished, the following additional tasks will begin as requested.

#### **1.3 Right-of-Way (ROW) Removal:**

The **Contractor** shall mechanically load and/or haul all debris from the local ROW when directed to do so by the **City**. The debris materials shall be delivered to a City designated Temporary Debris Storage and Reduction Site (TDSRS) for processing. The **Contractor** shall use reasonable care to prevent damage to **City** or private property not already damaged by the disaster event, or by other causes, in the process of ROW debris removal.

#### **1.4 Right-of-Entry (ROE) Removal (if implemented):**

The **Contractor** will remove ROE debris from private property with due diligence, as directed by the **City**, or the monitoring team. The **Contractor** agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The **Contractor** will exercise caution when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made to mark and avoid these utilities. **Contractor** does not warrant that utility damages will not occur as a result of conducting the debris removal services on private property.

### **1.5 Demolition of Structures (if implemented ):**

The **Contractor** will demolish any unsafe structures designated for removal only at the direction of the **City**. The **Contractor** will abide by all asbestos abatement regulations unless waived by the Government.(see section 5.14) The **Contractor** agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the **City** as set out in Section 1.1 of this Contract

### **1.6 Private Property Waivers:**

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

### **1.7 Management of Temporary Debris Sites:**

The **Contractor** shall operate and manage all Temporary Debris Storage and Reduction Sites (TDSRS) as the **City** may require and authorize. In doing so, the contractor will perform all, but not limited to, the following actions:

- A. Prepare a layout plan for each site
- B. Provide the **City** with a pre-use condition report to include soil test, photos and other evidence of prior use and conditions.
- C. Provide site security, traffic control, fire safety, tower construction and the environmental safe guard requirements of the Government.
- D. Process all debris as directed by the **City**, to include grinding, incineration, and/or compaction with as much separation as may be practical.
- E. Separate white goods for specialized disposal as directed by the **City**.
- F. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis. Leave such to the site improvements as the **City** may elect.

### **1.7 Disaster Recovery Technical Assistance:**

The **Contractor** will provide, upon request, Disaster Recovery Technical Assistance to elected and appointed officials within the **City**. This service shall include support guidance on all aspects of the recovery process. Emphasis will be on the debris management disaster grants. The contractor will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior contractor team member with the goal of assisting the **City** to receive the maximum reimbursement available from external sources.

### **1.8 Other Disaster Services:**

The **City** may require, request, and direct the contractor to supply and/or perform other/additional services not set out in the scope of services for this contract. These additional taskings shall be conveyed in writing to the contractor and any such conveyance shall become an amendment to this contract.



### **1.8.1 Additional Support Services:**

The **Contractor** can/will provide *Additional Support Services* as requested by the **City**. The **Contractor** maintains an inventory of professional storm recovery service providers, which include but are not limited to: emergency power, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, and preservation of historical sites, vessel recovery, hazardous waste remediation, and bio-terrorism remediation. In the event the **City** requests the contractor to provide *Additional Support Services*, the contractor will deliver immediately a price value for each service requested for consideration and negotiation

The multitude of variables attending such services (i.e., timing, distance, units required, and necessary duration of service), makes the listing or pricing of each such services as an attachment to this contract impractical. This contractor will provide such services at the lowest possible unit, hourly or lump sum price using the pricing value listing mentioned in section 1.8.1

## **2.0 PERFORMANCE OF SERVICES**

### **2.1 Description of Service:**

The **Contractor** agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as may be required, will be accomplished at no additional cost to the **City**.

### **2.2 Cost of Services:**

The **Contractor** shall bear all costs of performing contracted services, as directed by the **City**, including but not limited to that which is set out in Section 1.0. This will include applicable permits and license fees as well as all maintenance costs required to maintain its vehicles and other operating equipment in a condition adequate to accomplish the contracted services as set out in this contract.

### **2.3 Matters Related to Performance:**

#### **2.3.1 Subcontractor(s):**

The **Contractor** may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the **Contractor** is responsible for the acts and omissions of its employees. The **Contractor** shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The **Contractor** shall supply the names and

addresses of subcontractors and materials suppliers when requested to do so by the **City**.

**2.3.2 Indemnification:**

The **Contractor** agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including reasonable attorney's fees) rising out of any act or omission of the **Contractor**, its agents, subcontractors or employees in the performance of this Contract.

**2.3.3 Insurance(s):**

The **Contractor** agrees to keep the following Insurance in full force and effective during the term of this Contract. The **Contractor** must also name the **City**, as additional insured, while working within the boundaries of the **City**.

**2.3.4 Worker's Compensation:**

This coverage is required if the **Contractor** employs individuals on either a full or part-time basis to perform the contracted services.

- ♦ Coverage A            Statutory State Requirements
- ♦ Coverage B            \$1,000,000

**2.3.5 Automobile Liability:**

- Bodily Injury            \$1,000,000 each person  
                                 \$1,000,000 each accident
- Property Damage       \$1,000,000 each accident

**2.3.6 Comprehensive General Liability:**

- Bodily Injury            \$1,000,000 each person  
                                 \$2,000,000 aggregate
- Property Damage       \$1,000,000 each accident  
                                 \$2,000,000 aggregate

**2.3.7 Insurance Cancellation / Renewal:**

The **Contractor** will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

### **3.0 STANDARDS OF PERFORMANCE**

#### **3.1 Contractor Representative:**

The **Contractor** shall have a knowledgeable and responsible Manager/Supervisor report to the **City/Town's** designated Contract Representative within twenty four (24) hours following a Notice-to-Proceed issued by the **City**. The Contractor Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

#### **3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 24 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

#### **3.3 Time to Complete:**

The **Contractor** shall complete all directed work as set out in Section 1.0 of this Contract in 180 working days and in accordance with Section 5.8 of this Contract, unless extended by the **City**.

#### **3.4 Completion of Work:**

The **Contractor** shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

#### **3.5 Extensions :**

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then the Contract shall be extended for such time as caused by the delay to allow the **Contractor** to complete the performance of the Contract. This Contract may be extended by mutual consent of both the **City** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

#### **3.6 Term of Contract:**

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City** and **Contractor**, with the **City** having the option to extend the terms of this Contract for two (2) additional one-year periods.

#### **3.7 Contract Renewal:**

This Contract may be renewed for additional one year terms after a written acceptance of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 and Exhibit-B (*AshBritt Hourly/Service Rate*

*Schedule*) of this Contract may be reviewed on an annual basis, at which time amended unit costs may be submitted by the **Contractor** to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s).

### **3.8 Contract Termination:**

This Contract shall terminate upon 180 days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

## **4.0 GENERAL RESPONSIBILITIES**

### **4.1 Other Agreements:**

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The **Contractor** shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the contractor, in writing, in the shortest possible time.

### **4.2 City Obligations:**

The **City** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the availability and responsibility for storm debris services. The **Contractor** may assist the **City** with the development of debris-based PSA(s), if requested.

### **4.3 Conduct of Work:**

The **Contractor** shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The **Contractor** shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The **Contractor** shall have and require strict compliance with accepted ethical practices.

### **4.4 Supervision:**

The **Contractor** will supervise and/or direct all contracted services. The **Contractor** is solely responsible for the means, methods, techniques, safety program and procedures. The **Contractor** will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor on all communications given to the supervisor by the **City**.

### **4.5 Damages:**

The **Contractor** shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial

property and/or infrastructure. **Contractor** shall also be responsible for any damages owing to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

**4.6 Other Contractor(s):**

The **Contractor** shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

**4.7 Ownership of Debris :**

All debris shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

**4.8 Disposal of Debris:**

Unless otherwise directed by the **City**, the **Contractor** shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the **City**. Other additional sites may be utilized as directed and/or approved by the **City**.

**5.0 GENERAL TERMS and CONDITIONS**

**5.1 Geographic Assignment:**

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** or its monitors. Work will be limited to properties located within the **City** legal boundaries.

**5.2 Multiple, Scheduled Passes:**

The **Contractor** shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the intervals of time for all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**. Upon agreement between the **City** and the **Contractor** the number of passes may be increased based on mutual agreement regarding the amount of additional debris brought to the ROW.

**5.3 Operation of Equipment:**

The **Contractor** shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation

of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

#### **5.4 Certification of Load Carrying Capacity:**

The **Contractor** shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul storm generated debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** or its monitors and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the **City** by the contractor or monitor.

#### **5.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

#### **5.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment used to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the debris does not extend horizontally beyond the bed of the hauler. All loose debris shall be reasonably compacted and secured during transport.

#### **5.7 Traffic Control:**

The **Contractor** shall mitigate the impact on local traffic conditions to all extents possible. The **Contractor** is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The **Contractor** shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

#### **5.8 Monitoring of Debris Operations**

The Government may require that the **City** conduct a debris monitoring program. The contractor will assist the monitoring team, if this activity is by force account or contracted. The contractor will cooperate and coordinate with the debris monitoring team in all aspects of the team activity. If the **City** elects to conduct the debris monitoring by force account, the contractor will conduct detailed debris monitoring

training at the request of the **City**. Debris eligibility determinations, by the monitoring team, shall be made at the point of vehicle loading. Determinations of the vehicle percentage full, by the monitoring team, shall be made at the entrance to the TDSRS. Logistical support and reports to the **City** on debris monitoring activities are the responsibility of the team manager or monitoring contractor.

#### **5.9 Work Days/Hours:**

The **Contractor** may conduct debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the **Contractor**.

#### **5.9 Hazardous and Industrial Wastes:**

The **Contractor** shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. The **Contractor** will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. The **Contractor** may use the services of a subcontractor specializing in the management and disposal of such materials and waste, if the contractor is directed to conduct such operations by the **City**.

#### **5.10 Stumps:**

All hazardous/eligible stumps identified by the **City** will be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented, and invoiced by the contractor for payment in accordance with the rates contained on Exhibit B (Perquimans City Unit Rate Schedule).

#### **5.11 Utilizing Local Resources:**

The **Contractor** shall, to the greatest extent practical, will give priority to utilizing resources within the **City**. This local preferences priority will include, but not limited to, debris hauling, procurement of services, supplies and equipment, and awarding other recovery service subcontracts and employment to the local work force.

#### **5.12 Work Safety:**

The **Contractor** shall provide and enforce a safe work environment in all activities to which it is tasked. The **Contractor** will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The **Contractor** shall ensure that its subcontracts contain a similar safety provision.

### **5.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the City or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation.

### **5.14 Other Agencies:**

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

## **6.0 REPORTS CERTIFICATIONS and DOCUMENTATION**

### **6.1 Accountable Debris Load Forms:**

The **City** shall accept the serialized copy of the **Contractor's** debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets will also be utilized for debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

### **6.2 Reports:**

The **Contractor** shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal, processing and disposal. These reports may include, but not limited to:

#### **6.2.1 Daily Reports:**

The daily reports will detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed or disposed, the total number of crews engaged in debris management operations, the crews assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. The **Contractor** will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm the prior twenty four (24) hours.

#### **6.2.2 Weekly Summaries:**

A weekly summary of all information contained in the daily reports as set out in Section 6.2.1 will be provided to the **City**. The contractor will provide this report within two business days after the end of the week. The **Contractor** will provide both reports in written and electronic format if requested.



**6.2.3 Report(s) Delivery:**

The scheduled time and point of delivery for the debris and other recovery operations reports will be directed by the **City** in consultation with the **Contractor**.

**6.2.4 Final Project Closeout Report:**

Upon final inspection and/or closeout of the project by the **City**, the **Contractor** shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, the **Contractor** will provide additional information to adequately document the conduct of the debris management operations for the **City** and/or Government, to include electronic spread sheets.

**6.3 Additional Supporting Documentation:**

The **Contractor** shall submit reports and/or other documentation on debris loading, hauling, disposal and load capacity measurements as may be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

**6.4 Report Maintenance:**

**Contractor** will be subject to audit by federal, state and local agencies pursuant to this Contract. The **Contractor** will maintain all reports, records, and debris reporting tickets and contract correspondence for a period of not less than three (3) years. These maintained reports may be electronic scanned copies of the daily load tickets and tower determination of percent full.

**6.5 Contract File Maintenance:**

The **Contractor** will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

**7.0 UNIT PRICES and PAYMENTS**

**7.1 Unit Price for Emergency Push / Road Clearance:**

The **Contractor** will invoice the **City** and be paid for this contracted service in accordance with the rates as set out in Exhibit-A (AshBritt Fee Schedules)

**7.2 Unit Price for Debris:**

The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and demobilization as may be directed by the **City**. All eligible contracted debris shall be invoiced in accordance with the rates set out in Exhibit-A (AshBritt Fee Schedules)

### **7.3 Unit Prices for Stumps:**

The **City** will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding rate as set out in Exhibit-A (AshBritt Fee Schedules)

### **7.4 Billing Cycle:**

The **Contractor** shall invoice the **City** on a bi-weekly basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

### **7.5 Payment Responsibility:**

The **City** agrees to accept the **Contractor's** invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 days of the receipt of the **Contractors** invoice. The **City** will advise the **Contractor** within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

### **7.6 Ineligible Work:**

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

#### **7.6.1 Eligibility Inspections:**

The **Contractor** and **City** or the Monitoring Team will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

#### **7.6.2 Eligibility Determinations:**

If any load is suspect to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the TDSRS. The **Contractor** will not invoice the **City** for such load(s) until the issue of eligibility is resolved.

### **7.7 Unit Price/Service Negotiations:**

Unknown and/or unforeseen events or conditions may require an adjustment to the pricing for Sections 7.1, 7.2 and 7.3 in Exhibit B. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the **City** and the **Contractor**. The results are subject to the review by the Government.

### **7.8 Specialized Services:**

The **Contractor** may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified

under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit B.

### **7.9 Amended Pricing**

The pricing of services in this contract reflects the anticipated severity and magnitude of a major disaster event. The **City** may choose to activate the **Contractor** in response to a disaster event of less magnitude. Upon contractor activation, by Notice-to-Precede, for a lesser event the **Contractor** reserves the right to submit to the **City** an amended and reduced pricing schedule. Any such amended pricing schedule will be submitted within three (3) business days of activation or upon the completion of the **AshBritt** damage assessment survey, whichever occurs first.

The **City** will indicate acceptance within 24 hours of the delivery of the proposed amended pricing schedule and the logic for such action. Any amendment to the contract pricing for a current activation does not amend the pricing for any future disaster event.

## **8.0 MISCELLANEOUS**

### **8.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at:

John W. Noble, COO  
AshBritt, Inc.  
565 East Hillsboro Blvd  
Deerfield Beach, FL 33441

To City at:

City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, Florida 33706-1839

### **8.2 Applicable Law:**

The laws of the State of Florida shall govern this Contract.

### **8.3 Entire Contract:**

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract and RFP Documents supercedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties as per Sections 7.7 and 8.1 of this Contract.

**8.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**8.5 Severability:**

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the **Contractor** has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the day and year first written above on page one.

AshBritt, Inc.

St. Pete Beach, Florida

By: \_\_\_\_\_  
John W. Noble

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

Title: \_\_\_\_\_  
Chief Operating Officer

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Name – Title

\_\_\_\_\_  
Name – Title

**Attachments:** Exhibit-A (*AshBritt RFP & Fee Schedule*)

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

**Issue Considered:** Final Reading and Public Hearing of Ordinance 2011-03, amending Divisions 20, 26 and 31 of the City of St. Pete Beach Land Development Code.

**Date:** May 24, 2011

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

**Summary of Issue:** Amendment to the THD ordinance to change the height from 35 to 32 feet (28' to the mid-roof) was delayed until the citizen vote on changes to the Charter and is being brought forward now. The sign code also needed to be amended to include standards for the Traditional Hotel District.

The Planning Board reviewed the ordinance on April 19, 2011 and recommend approval with the additional change that a zoning lot in the THD only be allowed to have two signs with one street frontage, or three signs if the zoning lot had more than one street frontage.

These recommended changes are included in the ordinance text.

**Requested Motion:** "I move to approve Ordinance 2011-03 (read title)"

**Attachments:** Ordinance 2011-03.

**Reviewed by City Manager:** \_\_\_\_\_

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

### **ORDINANCE NO. 2011-03**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENT OF DIVISIONS 20, 26, AND 31 OF THE LAND DEVELOPMENT CODE AS THEY RELATE TO THE TRADITIONAL HOTEL DISTRICT; ESTABLISHING REGULATIONS RELATED TO SIGNAGE IN THE TRADITIONAL HOTEL DISTRICT; LOWERING THE MAXIMUM ALLOWABLE HEIGHT FOR TEMPORARY LODGING ESTABLISHMENTS IN THE TRADITIONAL HOTEL DISTRICT; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

**Section 1. Section 26 of the City of St. Pete Beach, Florida Land Development Code is hereby amended as follows:**

Sec. 26.35. ~~Severability.~~ Traditional Hotel District

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the THD District may have up to three of the following signs in a-d below, subject to permit approval and compliance with the conditions for each type of sign:

(a) A marquee or canopy sign;

(b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;

(c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right of way. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 40 square feet.

(d) A Freestanding monument sign, provided that the sign face does not exceed 20 square feet in area, is not taller than 4 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right of way. The sign may be located within the front yard setback.

#### Sec. 26.36 Severability

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

#### **Sec. 31.8. Maximum height of structures.**

(a) ~~All structures: 35 feet.~~

New construction or any improvements to any buildings within the THD shall not exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof (less than 4:12), and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed 32 feet.

#### **Section 3. Section 20.10 is amended as follows:**

##### **Sec. 20.10. Maximum height of structures.**

(a) *Residential and transient accommodation structures:* No new or substantially improved building within the PAG Pass-a-Grille Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed 32 feet.

(b) *Other structures:* 35 feet.

**Section 4.** All ordinances or parts of ordinances, in conflict herewith are hereby repealed

to the extent of any conflict with this Ordinance.

**Section 5.** If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

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

---

**Michael Finerty, MAYOR**

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

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

---

**Pamela Prell, Acting City Clerk**



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

**ISSUE CONSIDERED:** Final Reading: Ordinance 2011-12 providing a supplemental appropriation for fiscal year 2011 to the General Fund, providing for funding and providing for an effective date.

**DATE:** May 24, 2011

**PREPARED BY:** Elaine Edmunds, Finance Director

**SUMMARY OF ISSUE:** Ordinance 2011-12 provides for a supplemental appropriation for fiscal year 2011 to the General Fund and a reallocation of costs among departments for the virtualization of the city computer system.

The conversion of existing data to the newly purchase ACISS system will cost approximately \$10,175 with an additional \$6,825 required for licensing. Funding will be provided by a transfer from the Police Forfeiture fund reserves in the amount of \$17,000.

The City had opted to pay cash for the purchase of the bucket truck in lieu of financing it over a three year period. Increased revenue from parking pay stations over the original amount budgeted has supplied the additional cash necessary to pay full price for the truck.

The City received \$21,358 in donations to date for the library compared to the budgeted amount of \$1,000. Individual donations in the amount of \$15,000, \$3,000 and two in the amount of \$1,000 were received with the restriction that the funds be expended on the library. It is suggested that these funds be used to purchase a self checkout station. Not only will this station allow patrons to check out materials more quickly, it will also free up valuable staff time.

The IT Director is in the process of “virtualizing” the city-wide computer system. Initially individual computer purchases were budgeted within the department that was requesting the computer. Now all computer purchases are centralized in the IT department budget. This has resulted in an overall transfer of \$25,250 from various departments to the IT department budget to cover the initial cost of the system.

**REQUESTED MOTION:** “I move to approve Ordinance 2011-12, (read title)...

**ATTACHMENTS:** Ordinance 2011-12

**REVIEWED BY  
CITY MANAGER:**

**ORDINANCE 2011-12**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING A SUPPLEMENTAL APPROPRIATION TO THE GENERAL FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2011; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, estimated revenues and expenditures are provided in Ordinance 2010-25, Budget Ordinance; and

**WHEREAS**, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

**WHEREAS**, additional monies are necessary to pay for the data conversion of police records to the newly purchased ACISS records management system which will be funded by a transfer from the Police Confiscation Fund; and

**WHEREAS**, increased equipment purchases require additional funding; and

**WHEREAS**, the amounts budgeted for departmental computer purchases are to be consolidated into the Information Technology Department to fund virtualization of city computer system.

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

**Section One.** For the General Fund, an increase in revenue in the amount of \$89,460 comprised of additional parking revenue (\$52,460), additional library donations (\$20,000) and a transfer from the Police Confiscation Fund (\$17,000) and an increase in expenditures for the Public Services Department, streets division to fully fund the purchase of a bucket truck (\$52,460), the Finance Department, library division to fund the purchase of a self-checkout station (\$20,000) and the Police Department to fund data conversion of police records and licensing for the new ACISS system (\$17,000).

**Section Two.** For the General Fund, an increase in expenditures for the Information Technology Department (\$25,250) funded by a decrease in expenditures to the following departments: City Clerk (\$1,350), Community Development (\$1,350), Library (\$6,750), Police (\$5,000), Fire (\$6,750) and Public Services (\$4,050).

**Section Three.** This ordinance shall become effective upon final passage.

**Stephen D. McFarlin, MAYOR**

FIRST READING : \_\_\_\_\_

PUBLISHED : \_\_\_\_\_

SECOND READING : \_\_\_\_\_

PUBLIC HEARING : \_\_\_\_\_

**I, Rebecca Haynes, 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.**

\_\_\_\_\_  
**Rebecca Haynes, City Clerk**

St. Pete Beach City Commission  
Agenda Report

Issue Considered: Ordinance 2011-13, Final Reading and Public Hearing, amending Chapter 58 of the Code of Ordinances relating to dog parks.

Date: May 24, 2011

Prepared by: Steven J. Hallock, Public Services Director

Summary of Issue: Chapter 58 of the Code of Ordinances is being amended to provide formal rules and regulations for dog parks within the City of St. Pete Beach.

The following was deleted between first and final reading per City Commission request:

(a) Dogs and other pets shall be excluded from any park or recreation facility where food and drinks are sold.

Requested Motion: "I move to approve Ordinance 2011-13 ... (read title)"

Attachments: Ordinance 2011-13

Reviewed by  
City Manager: \_\_\_\_\_

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2011-13

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF CHAPTER 58 OF THE CODE OF ORDINANCES, PERTAINING TO PARKS AND RECREATION; PROVIDING FOR AMENDMENT OF SECTION 58-25 TO INCLUDE RULES AND REGULATIONS FOR DOG PARKS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach recently completed the construction of a new dog park located in Vina Del Mar Park; and

WHEREAS, the City Commission wishes to provide rules and regulations for dog parks within the City of St. Pete Beach; 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 of St. Pete Beach;

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

Section 58-25 – Domestic Animals of Article II of Chapter 58 of the Code of Ordinances, pertaining to City Parks and Facilities is hereby amended as follows:

Sec. 58-25. – Domestic Animals

~~(a) Dogs and other pets shall be excluded from any park or recreation facility where food and drinks are sold.~~

(a) All dogs within city parks shall at all times be restrained and on adequate leashes not greater than eight feet in length.

(b) It is unlawful for any person owning or having custody or control of any dog on city property to fail to remove immediately the dog's excrement therefrom.

(c) All pets are excluded from all swimming areas and beaches.

(d) The provisions of this section shall not apply to trained service animals used by visually or mobility impaired persons, to dogs used by police officers for law enforcement or tracking purposes, or to dogs while being trained in a city authorized dog training program.

(e) For parks that have a designated fenced area known as dog parks the following rules and regulations apply:

1. Owners are legally responsible for their dogs and injuries caused by them.
2. Dogs must be properly licensed and wear ID tags at all times.
3. Owners must clean up after their dogs and immediately fill any holes their dogs dig.
4. Dogs showing aggression towards people, as determined by Police Department personnel, will be removed from the premises.
5. Dogs that bark persistently are a nuisance and will be removed from the premises.

6. Dogs using the park must be at least 4 months old.
7. Dogs must never be left unattended.
8. Children must be under constant supervision.
9. Dogs "in heat" will not be allowed inside the park.
10. Dogs must remain leashed at all times when they are outside of the park.
11. Dogs must be leashed before entering and leaving the park.
12. Dogs off their leash are limited to two dogs per person inside the park.
13. Rawhide and food not allowed inside the dog park.
14. Dogs are the only type animals permitted in the park.
15. Dogs must be under voice command at all times.
16. Violators will be subject to removal from the park and suspension of park privileges.

\_\_\_\_\_  
Mayor Steve McFarlin

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

Attest:

I, Rebecca Haynes, 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.

\_\_\_\_\_  
Rebecca Haynes, City Clerk

St. Pete Beach City Commission  
Agenda Report

Issue Considered: Ordinance 2011-14, Final Reading and Public Hearing, amending Chapter 94 – Waterways of the Code of Ordinances.

Date: May 24, 2011

Prepared by: Steven J. Hallock, Public Services Director

Summary of Issue: Chapter 94 of the Code of Ordinances is being amended to update the 1986 map to a current one, eliminate verbiage related to “special occasion permits” that are no longer used, and make other minor changes as needed. The various zone locations on the proposed map are consistent with those used for more than ten years.

The following was deleted between first and final reading per City Commission request:

g. The provisions of this subsection relating only to anchoring of boats shall not apply to the area bounded on the upland by 22nd Avenue to the south end of block "M."

Requested Motion: “I move to approve Ordinance 2011-14 ... (read title)”

Attachments: Ordinance 2011-14  
Exhibit A

Reviewed by  
City Manager: \_\_\_\_\_

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2011-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF CHAPTER 94 OF THE CODE OF ORDINANCES, PERTAINING TO WATERWAYS; PROVIDING FOR AMENDMENT OF SECTION 94-36 TO UPDATE DESIGNATED ZONES OF RESTRICTED WATERCRAFT OPERATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach map of buoys and designated areas of watercraft that is currently in the Code of Ordinances is from 1986 (Ord. No. 86-21); and

WHEREAS, the City Commission wishes to update the Code of Ordinances to reflect the current zone locations that are approved and in use; 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 of St. Pete Beach;

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

Section 94-36 – Waterways of Article II of Chapter 94 of the Code of Ordinances, pertaining to zones of restricted operations is hereby amended as follows:

- (a) There are designated zones of restricted watercraft operation as shown on the map which is attached to Ordinance Number ~~86-21~~ 2011-14 designated as exhibit A, which map is adopted by reference as if set out at length in this section and is on file in the city clerk's office.
- (b) Zone 1, as designated on such map, is a protected area and reserved for swimmers only. No watercraft shall enter or operate within zone 1, provided this restriction shall not apply to any watercraft entering zone 1 because of an emergency. The city commission may grant ~~a special occasion permit granting~~ an exception to this subsection upon written request. ~~The city commission shall determine whether the requested exception constitutes a special occasion.~~ In granting an exception ~~this special occasion permit~~, the city commission shall be authorized to impose on the permit requester whatever conditions it deems are appropriate and reasonable and may adopt those rules and regulations it deems appropriate to protect the safety, health and welfare of the public.
- (c) Zone 2 is intended primarily for swimming. Motorized and nonmotorized watercraft are prohibited from operating parallel to the beach within this zone. The city shall maintain buoys to mark the outer limits of this zone.
  - 1. Motorized and nonmotorized commercial or recreational watercraft may enter this zone without violating this subsection only as follows:
    - a. Motorized commercial or recreational watercraft may not operate in excess of idle speed.
    - b. Nonmotorized commercial or recreational watercraft may not operate at a speed in excess of three miles per hour.
    - c. All motorized watercraft operating within this zone must be proceeding in a direct route to the beach for the sole purpose of discharging or picking up passengers. After discharging or picking up such passengers, the motorized vehicle must immediately, in a direct route, leave zone 2. ~~proceeding at no more than idle speed.~~



- d. Nonmotorized commercial or recreational watercraft operating within zone 2 must be proceeding in a direct route to the beach for the purpose of discharging or picking up passengers or for the purpose of beaching the watercraft. If the nonmotorized watercraft has discharged or picked up passengers, it must leave the zone in a direct route. ~~at like miles per hour.~~
  - e. Neither motorized or nonmotorized watercraft shall be anchored within this zone nor shall any motorized or nonmotorized watercraft have its anchor within any of the waters of zone 2.
  - f. Nothing in this subsection shall prohibit motorized boats operating under a city commission exception ~~such special occasion permit issued by the city~~ from beaching and setting an anchor for stability within this zone in accord with the rights granted by the city commission ~~special occasion permit.~~
  - ~~g. The provisions of this subsection relating only to anchoring of boats shall not apply to the area bounded on the upland by 22nd Avenue to the south end of block "M."~~
2. ~~All other watercraft licensed by the city licensing official and operating as a commercial or recreational activity shall operate within this zone only within areas approved by the city police department. Every person licensed by the city licensing official and engaged in the commercial or recreational renting or leasing of watercraft regulated by this section shall warn those using his/her watercraft of the regulation provided for in this section.~~
- (d) The operation of any watercraft within the safety zones shown on such map which threatens the safety of the swimmers shall be unlawful.
  - (e) The mooring of watercraft to markers or buoys placed by the city department of community services shall be prohibited, except in an emergency.
  - (f) The police department shall be authorized to adopt reasonable regulations restricting the operation of watercraft within the designated safety zones and to promote the safety of those bathing in the Gulf waters, consistent with this section.
  - (g) The city commission may, from time to time, by majority vote, designate areas and times within zone 1 in which surfboarding shall be permitted. If the city commission makes such a designation, the city shall then post sufficient notice to all surfers and swimmers as to the location where surfboarding is permitted.
  - (h) The city commission may, from time to time, by majority vote, designate areas or corridors within zone 2 where public streets terminate at public access areas to the beaches for beach access and beaching by watercraft. If the city commission makes such a designation, the corridor or area shall be the same width as the adjacent public street end, shall be marked by buoys throughout zone 2, and sufficient notice posted to swimmers and the public as to the location. Within the designated corridor or area, watercraft may traverse zone 2, may enter and leave the water, and may be beached. If beached, the watercraft must be placed on the sandy area of the beach at least 40 feet from the water's edge. The city commission may, from time to time, by majority vote, also remove any designation of an area or corridor.

\_\_\_\_\_  
Mayor Steve McFarlin

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

Attest:

I, Rebecca Haynes, 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.

\_\_\_\_\_  
Rebecca Haynes, City Clerk

## EXHIBIT A



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

**Issue Considered:** First Reading: Ordinance 2011-05 amending Chapter 2, Finance, of the City of St. Pete Beach Code of Ordinances

**Date:** May 24, 2011

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

**Summary of Issue:** The proposed changes will enable the city staff to be more efficient in the purchasing and disposition of city property.

Currently the disposition of all property of the city requires city commission approval. This process is cumbersome in that any items such as old banners, obsolete office equipment etc. must receive commission approval prior to disposal. The proposed change requires commission approval only for items that have a value greater than \$1,000 at time of disposition or have been identified as a fixed asset.

In 2000, the threshold requiring formal bids and city commission approval was increased from \$5,000 to \$10,000. The proposed ordinance increases this threshold from \$10,000 to \$25,000. The cost of items has increased considerably since 2000. Formal bidding is time consuming and expensive. Advertising costs can range from \$200 to \$300 per bid. The new purchasing manual will required any item costing \$10,000 to \$25,000 to have three written quotes.

Piggybacking has been expanded to allow the city to use bids secured by governmental associations such as the Florida Sheriff's Association.

**Requested Motion:** "I move to approve Ordinance 2011-05....(read title.)"

**Attachments:** Ordinance 2011-05

**Reviewed by  
City Manager:** \_\_\_\_\_

**CITY OF ST. PETE BEACH, FLORIDA  
ORDINANCE 2011-05**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 2, ARTICLE 3 FINANCE, DIVISION 1, DISPOSAL OF SURPLUS CITY PROPERTY, SECTION 2-186 (A) DEFINITION OF PERSONAL PROPERTY ; DIVISION 4, PURCHASES AND CONTRACTS, SECTION 2-282 CITY MANAGER'S DUTIES; BIDDING PROCEDURES, BY INCREASING THE BIDDING EXEMPTION FROM \$10,000 TO \$25,000; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1.** The Code of Ordinances, City of St. Pete Beach, Florida, Chapter 2, Article 3 Finance, Division 1 Disposal of Surplus City Property, Section 2-186(a) Personal Property, is hereby amended as follows:

- (a) *Personal* Property includes every species of property except real property with a current value greater than \$1,000 or any property with a fixed asset tag.

**Section 2.** The Code of Ordinances, City of St. Pete Beach, Florida, Chapter 2, Article 3 Finance, Division 4, Purchases and Contracts, Section 2-282 City Manager's Duties; Bidding Procedures, is hereby amended as follows:

- (a) The city manager shall approve purchases and let contracts necessary for the operation and maintenance of city services, including the execution of change orders for city projects for amounts up to and including ~~\$10,000~~ \$25,000, without bids, and shall receive sealed bids for purchases or contracts in excess of ~~\$10,000~~ \$25,000 and present the bids to the city commission with his recommendation. If the city manager recommends the acceptance of a bid other than the bid with the lowest total price, the reason for the recommendation shall be given. Purchases and contracts which by their nature are impractical to award by competitive bid are exempt from the bidding requirement. Examples of this type of purchase or contract include but are not limited to the following:
- (1) Salaries and wages.
  - (2) Professional services, including but not limited to legal, medical services, accounting services, consultants, and insurance policies. This subsection is subject to F.S. Ch. 287 and any other applicable law.
  - (3) Any item or service which is available from only one source.
  - (4) Purchases of supplies, such as gasoline and vehicle repair parts, which are purchased as needed in quantities costing ~~\$10,000~~ \$25,000 or less at a given time.

- (5) Emergency purchases or contracts, the delay of which would delay the delivery of city services, stop work, or threaten life or property. The city manager shall notify the city commission of such purchases or contracts at its next meeting.
- (6) Purchases made through the utilization of state contracts or contracts negotiated by other governmental entities or associations affiliated with government.
- (b) Where the city commission determines that it is in the best interest of the city, it may authorize the city manager to purchase insurance by negotiation, but this shall be done only under conditions most favorable to the public interest and upon a showing that the purchase shall result in the lowest ultimate cost of the coverage obtained.
- (c) Individual items costing ~~\$10,000~~ \$25,000 or less will not be subject to the bid limit, even if several items purchased together total more than ~~\$10,000~~ \$25,000.
- (d) It is the intent that bidding procedures in this section shall not be circumvented by issuing several purchase orders or checks to cover the purchase of a single item or service.

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

---

MICHAEL FINNERTY, MAYOR

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

CA: 10/15/07 V1

I, Rebecca Haynes, 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.

---

Rebecca Haynes, City Clerk



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

*Updated May 16, 2011*



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

## **SECTION 1 PURCHASING POLICY AND PROCEDURES**

|                                      |      |
|--------------------------------------|------|
| Policy Overview                      | 1-1  |
| General Guidelines (Dollar Amounts)  | 1-2  |
| Petty Cash                           | 1-3  |
| Invoice Payment Approval             | 1-5  |
| Purchase Requisition/Purchase Order  | 1-9  |
| Single or Sole Source Transactions   | 1-10 |
| Emergency Purchases                  | 1-11 |
| Payment Process                      | 1-12 |
| Bid/Request for Proposal & Contracts | 1-14 |
| Vendors                              | 1-18 |
| Receiving Goods or Services          | 1-19 |

## **SECTION 2 PURCHASING CARDS POLICY & PROCEDURES**

**HOLD FOR FUTURE USE**

## **SECTION 3 TRAVEL POLICY & PROCEDURES**

|                          |     |
|--------------------------|-----|
| Overview & Policy        | 3-1 |
| Travel Advances          | 3-2 |
| Transportation           | 3-3 |
| Meals                    | 3-4 |
| Lodging & Other Expenses | 3-5 |

## **SECTION 4 MILEAGE REIMBURSEMENT**

|                           |     |
|---------------------------|-----|
| Overview/Policy/Procedure | 4-1 |
|---------------------------|-----|

## **SECTION 5 FIXED ASSET POLICY & PROCEDURES**

|                               |     |
|-------------------------------|-----|
| Overview/Policy               | 5-1 |
| Purchasing/Disposal of Assets | 5-2 |
| Annual Inventory              | 5-3 |
| Definition of Fixed Assets    | 5-4 |

## **SECTION 6 UNIFORMS & EQUIPMENT**

|                                                        |     |
|--------------------------------------------------------|-----|
| Overview/Policy                                        | 6-1 |
| Responsibilities                                       | 6-2 |
| Uniform/Equipment Issuance& Fringe Benefit Form        | 6-4 |
| Uniform/Equipment Issuance Form Taxable – Supplemental | 6-5 |
| Uniform/Equip. Issuance Form Non/Taxable-Supplemental  | 6-6 |
| Uniform/Equipment Return Form                          | 6-7 |
| Uniform/Equipment Return Form – Supplemental           | 6-8 |



## **Appendix A**

## **OBJECT CODE DESCRIPTIONS**

Summary of Descriptions

A-1

## **Appendix B**

## **SAMPLE FORMS**

Travel Advance Authorization Form

Travel Expense Form

Mileage Reimbursement Request Form

Property Disposition/Transfer Form

Property Disposal Verification Form

## **SECTION 1**

### **PURCHASING POLICY & PROCEDURES**

These procedures are designed to establish an orderly, uniform method of purchasing goods and services. As public servants, we are committed to purchase goods and services at the least possible costs without compromising the necessary quality to do the appropriate job.

We strive to maintain strong and enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that vendors will value our business and make every effort to furnish our requirements on the basis of quality, service and price.

Acceptance of gifts, discounts, or elaborate entertainment at any time is prohibited. Employees must not become obligated to any suppliers and shall not include any City transaction from which they may personally benefit.

This purchasing manual is written as a guide to proper purchasing methods and should be considered the adopted policy of the City. A strong knowledge of this manual will result in the efficient acquisition of goods and services by those responsible for this important function.

The City of St. Pete Beach code of ordinances is the foundation for the purchasing policies depicted throughout the manual and where appropriate, are referenced.

## SECTION 1

### RESPONSIBILITIES AND GUIDELINES

#### Responsibilities:

1. The City Manager is the designated purchasing agent for the City.
2. The Department Directors are responsible for compliance with the Purchasing Manual.
3. The Finance Director has the oversight responsibility.
4. Purchases of Capital items, other than those projects specifically budgeted, require prior approval of the City Manager or his Designee.
5. Requests for use of contractual or temporary employees require prior approval of the City Manager or his Designee.
6. The Finance Director shall notify the City Manager of any significant and/or repeated violations of these procedures.

#### General Guidelines:

| \$ Value of Purchase | Requirement                                                   | Reference |
|----------------------|---------------------------------------------------------------|-----------|
| .01-50.00            | Paid Out Receipt Form (Petty Cash)                            | Page 3    |
| .01-1,000.00         | Purchasing Cards or stamped invoice payment approval          | Page 5    |
| 1,000.01-2,500.00    | Purchase Order                                                | Page 9    |
| 2,500.01-10,000.00   | Competitive Prices –(3)Verbal Quotes-Purchase Order           | Page 9    |
| 10,000.01-25,000.00  | Competitive Prices –(3)Written Quotes-Purchase Order          | Page 10   |
| 25,000.01-over       | Bid Procedure & Purchase-Purchase Order & Commission Approval | Page 14   |

**Note:** It shall be the Department Directors' responsibility to ensure that all purchases are competitively priced. Documentation to support vendors contacted, quotes and selection other than lowest quote must be properly documented and maintained and available for review.



## SECTION 1

### PAID-OUT RECEIPT FORM (PETTY CASH)

#### Overview:

Petty cash is normally established to handle very small purchases that would be more efficiently handled through the use of a small fund at the departmental level. The cost of these expenditures, (normally under \$50), are cost prohibitive to go through the purchasing card or invoicing processes.

The petty cash process is designed to assist the departments in efficiently completing day-to-day tasks. This fund and its use are not designed to bypass the purchasing procedure but rather to compliment the purchasing system. The careful use of petty cash is mandatory and each Director shall be totally responsible for its proper use.

#### Policy:

Petty cash can be used to purchase items under \$50 on a day-to-day basis. In rare instances when it may be necessary to use petty cash in excess of the \$50 limit, the Finance Director has the option to approve such use.

The Department Director or designee must approve the petty cash transactions. The Finance Director must approve the establishment of departmental petty cash funds. No department may have a petty cash fund in excess of \$250 unless specifically authorized by the Finance Director.

#### Procedure:

Petty cash can be used to purchase items up to \$50 per transaction. At all times, the total of cash-on-hand plus the amount of any authorized receipts and paid invoices will equal the total amount of the petty cash fund. Petty cash will not be used for unauthorized transactions including:

- Cashing personal or third party checks.
- Loans and cash advances.
- Purchasing items or services for personal use.
- Purchasing items or services not permitted by purchasing policy.
- Paying for purchases with a total cost greater than \$50.

The employee who receives the purchased item or service will sign the receipt. The petty cash custodian will use the payment voucher form to prepare petty cash reimbursement requests as needed. Each check request will list the accounts the reimbursement is to be charged to and the amount to be charged to each account. The original copy of all receipts and invoices being reimbursed must be attached to the payment voucher. Each receipt and invoice must clearly indicate the amount paid. The fund custodian will ensure that a clear description of the item or service that was purchased appears on each receipt or invoice. Requests for petty cash reimbursement will be approved by the Department Director after which the request will be forwarded to the Finance Department.

## SECTION 1

Petty cash funds will be audited periodically by the Finance Department.

### PAID OUT RECEIPT FORM (PETTY CASH)

1. Employee Name-Person receiving funds
2. Date -Date petty cash was given out
3. Max. Amount-Amount given to employee (<\$50)
4. Items -What item was purchased
5. Purpose -Description of purchase
6. Department Head-Original signature of Director or designee
7. Account Numbers-Account expenditure will be charged to
8. Actual Cash Spent-Actual amount spent
9. Cash Given By-Signature of person dispensing cash
10. Cash Received By-Signature of person receiving cash

### PETTY CASH AUTHORIZATION

Employee \_\_\_\_\_ 1 \_\_\_\_\_

Date: \_\_\_\_\_ 2 \_\_\_\_\_ Max. Amount \$ \_\_\_\_\_ 3 \_\_\_\_\_  
(Not over \$50)

What Items \_\_\_\_\_ 4 \_\_\_\_\_

What Purpose \_\_\_\_\_ 5 \_\_\_\_\_

Dept. Head \_\_\_\_\_ 6 \_\_\_\_\_  
(Must be original)

### CHARGE TO THESE ACCOUNTS

| Number | Amount | 7 | Amount   |
|--------|--------|---|----------|
| -      | -      | - | \$ _____ |
| -      | -      | - | \$ _____ |
| -      | -      | - | \$ _____ |

Actual Cash Spent \$ \_\_\_\_\_ 8 \_\_\_\_\_

Cash Given By: \_\_\_\_\_ 9 \_\_\_\_\_

Cash Received By: \_\_\_\_\_ 10 \_\_\_\_\_

1-4



## SECTION 1

### INVOICE PAYMENT APPROVAL

Every division within the City should have an Invoice Payment Approval stamp for those vendors that do not require a purchase order and employees that do not have purchasing cards. The invoice payment approval stamp may be used on invoices less than \$1,000. The Invoice Payment Approval stamp is to be used on the original invoice to mark approval for payment and signed by the Department Director. An example of the stamp is provided below.

1. Vendor # - Number is assigned to each vendor by the Finance division. If the requisition is to a one time vendor (no further purchase or payments are anticipated in the future), write "one time" in this block. If a new vendor, the vendor must complete the vendor application and a number is assigned by the Finance division.
2. Date Received - The date merchandise was received.
3. Account # - Account number from which item was budgeted and will be expensed.
4. Amount - Amount to be charged to account number.
5. Department Director Approval - Signature of Department Director approving purchase.

### INVOICE PAYMENT APPROVAL

Vendor # \_\_\_\_\_ 1 \_\_\_\_\_

Date Received \_\_\_\_\_ / 2 / \_\_\_\_\_

Account # Amount:

\_\_\_\_\_ - 3 - - \_\_\_\_\_ 4 \_\_\_\_\_

\_\_\_\_\_ - 3 - - \_\_\_\_\_ 4 \_\_\_\_\_

\_\_\_\_\_ - 3 - - \_\_\_\_\_ 4 \_\_\_\_\_

\_\_\_\_\_ 5 \_\_\_\_\_  
Department Director Approval

1-5

## SECTION 1

### PAYMENT VOUCHER FORM

#### Overview:

The Payment Voucher Form has been developed to provide a simplified auditable method of authorizing payment by the Finance Division. The Payment Voucher Form is used to advise the Finance division that a purchase has been made and that a payment to the selected vendor is required. The Payment Voucher Form is a simplified method of payment used under very exclusive and strict circumstances.

#### Policy:

The Payment Voucher Form with attached original invoices or documentation is used in the following circumstances:

- A. To replenish the department's petty cash fund
- B. Payment of unusual items with prior approval of the City Manager.
- C. In addition, the following professional services can exceed \$1,000 and can be paid using a Payment Voucher Form for:
  - 1. City Utility Bills (telephone, electric, water etc.)
  - 2. City insurance payments
  - 3. Postage
  - 4. Professional Fees (attorney, audit etc.)
  - 5. Employee benefit payments
  - 6. Employee reimbursements
  - 7. Invoices with charges to more than three (3) expense accounts

#### Procedure:

The Payment Voucher Form (see page 8) is used to document and authorize the payment of purchases that have already taken place. Once the item has been purchased or a service has been performed and an invoice has been received and verified, the Payment Voucher Form is completed. All fields must be completed in order for the Payment Voucher Form to be processed by Finance.

Once the original invoice has been verified and all information has been completed on the Payment Voucher Form, the Department Director signs the form and forwards it to the Finance Director with the original invoice for approval. The original invoice or receipt must be included. The City will not pay based on a vendor statement, packing slip or order request form. If the total amount exceeds \$1,000, the form is then forwarded to the City Manager for approval. The form is then forwarded to the Finance Director who will check for completeness and verify that funds are available in the budget line item for payment.

**Note:** Although it has been formulated to simplify the purchasing process, *it has not* been developed to bypass the established purchasing procedures. It is strictly to be used as stated above and not as an alternate to approved purchasing methods.



## SECTION 1

### PAYMENT VOUCHER FORM

1. Date – Date form was completed
2. Vendor Number – Number is assigned to each vendor by the Finance division. If the requisition is to a one time vendor (no further purchase or payments are anticipated in the future), write "one time" in this block. If a new vendor, the vendor must complete the vendor application and a number is assigned by the Finance division.
3. Vendor Information – Enter the name of the Vendor as well as the address where the payment is to be mailed.
4. Reference Information – Enter the invoice number being paid.
5. Purpose – Enter a brief explanation of the items being purchased.
6. Account Number - Account number from which item was budgeted and will be expensed.
7. Amount – Amount to be charged to account number.
8. Total – Total amount to be paid from Payment Voucher Form. Verify to make sure the amount requested for payment agrees with the total amount of the invoice. Explain any differences.
9. Requested by: Employee requesting payment.
10. Department Head Approval - Signature of Department Director approving purchase.
11. City Manager Approval – Signature of City Manager approving purchase if in excess of \$25,000.
12. Finance Director Approval – Signature of Finance Director verifying accuracy of account number and availability of funds.



# Payment Voucher Form

Date: 1

### Vendor Information

Vendor Number: 2

Name: \_\_\_\_\_ 3 \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Reference Information

4

### Payment Information

[illegible]

Requested by: 9

Total 8

*Please submit for approval in the following order*

10

Department Head

Date \_\_\_\_\_

11

City Manager

Date \_\_\_\_\_

12

Finance Director

Date \_\_\_\_\_

Rev. 12/18/2009

## SECTION 1

### PURCHASE REQUISITION/PURCHASE ORDER

#### Policy:

The requisition is part of the purchasing application that initiates procurement of goods and services over \$1,000. The requisition formally advises administration that a need for goods or services exists in the requesting department. It also provides a formal method of review and approval by the requesting Department Director, the Finance Director and the City Manager as to the quantity, description and price of goods or services being requested and the account the item was budgeted in for the expenditure.

#### Procedure:

A requisition is required for the purchase of any item(s) or service(s) over \$1,000 in value. The procedures relating to the requisition process are noted below:

Step1: Department Director or Designee enters a requisition into the purchasing system. The system verifies that funds are available in the account where the expenditure is requested. Remember that two or more account numbers may be used on the same requisition. For a more detailed explanation of the account numbers and object codes please refer to Section 6 of the Purchasing Manual. Once entered, the Department Director, Finance Director and City Manager must approve the requisition.

Step 2: Once the requisition is approved, a Purchase Order is issued. The Finance Director shall sign the purchase order. If the purchase is in excess of \$25,000 the City Manager shall also sign the purchase order. The original purchase order will be sent to the purchasing department and a copy will be held in finance until the purchase order is submitted for payment.

**Note:** When initiating a requisition, the requesting department should anticipate some processing time for this purchase; therefore plan ahead. ***The requisition must be entered and the purchase order approved before the merchandise is ordered and received.***

#### **Purchases \$2,500 - \$10,000**

When requesting a purchase over \$2,500 in total charges but does not exceed \$10,000, it is the departments responsibility to determine that the most competitive price which meets the City specifications has been selected. This will be accomplished by contacting various vendors and securing at least three verbal quotes on the product being purchased. The documentation supporting the quotes must be maintained by the Department for review. Supporting documentation should include at a minimum the vendors contacted, contact information of who provided the quote for each vendor, and the cost (either unit or total) for each quote. In addition, the requisition will not be



## SECTION 1

approved unless the quotes are properly documented in the "Internal Notes" section of the requisition. Keep in mind when entering requisitions that line items must be added for freight or shipping charges when applicable.

### **Purchases \$10,000 to \$25,000**

When requesting a purchase over \$10,000 in total charges but not to exceed \$25,000, it is the department's responsibility to determine that the most competitive price which meets the City specifications has been selected. This will be completed by contacting various vendors and securing at least three written quotes on the product being purchased. The documentation supporting the quotes must be maintained by the Department for review. Supporting documentation should include at a minimum the vendors contracted, contact information of who provided the quote for each vendor, and the cost (either unit or total) for each quote. In additions, the requisition will not be approved unless the quotes are properly documented in the "Internal Notes" section of the requisition. Keep in mind when entering requisitions that line items must be added for freight or shipping charges when applicable.

### **Single or Sole Source**

Non-competitive negotiations may be an acceptable procurement method for purchases of supplies or services from only one source, or when the City Manager determines that competitive bidding is not feasible or not advantageous to the City.

If there is only one vendor that can supply this item, the Department Director should note this on the requisition as "Single or Sole Source" and document this in the "Internal Notes" section of the requisition. An explanation why this purchase from this vendor meets this criterion must be indicated in the "Internal Notes" section.

Criteria for single source vendor will be:

1. The needed supply or service is available from only one source.
2. Additional supplies or services are needed to complete an on-going task.
3. A supply or service is purchased from, or sale is made of, another unit of government.
4. The item is a component or replacement part for which there is no commercially available substitute and which can be purchased only from the manufacturer or distributor.
5. Compatibility with existing equipment/operations.
6. Purchases must be made from the original vendor to ensure continued warranty on the product.

Time frame for delivery of service or locale, as well as a request for a proprietary item does not justify sole source procurement if there is more than one potential vendor for the item.

## SECTION 1

### EMERGENCY PURCHASES

#### **Policy:**

An emergency purchase should be a rare occurrence and should be limited to those times when the normal day-to-day purchasing process cannot be used. This method of purchase is the most costly method of purchase since shopping for the best price cannot be made. Under certain specific circumstances, the City may be required to make emergency purchases that cannot go through the normal purchasing routine. The emergency purchase may be used only when the health, safety or well being of the City is jeopardized and/or after regular hours of City Hall, or on holidays and weekends. The City Manager or Acting City Manager is the only person authorized to initiate emergency purchases. The following procedures should be followed under these specific conditions.

#### **Procedure:**

When it is determined that an emergency purchase must be made, the Department Director must obtain approval from the City Manager/Acting City Manager. The Department Director will proceed to purchase the goods or services and within 24 hours after the beginning of a regular City workday process a Purchase/Requisition/Purchase Order through the standard operating procedures. The requisition will include comments explaining the emergency and who authorized the purchase of the goods or services required under the "Internal Notes" section.



## SECTION 1

### PAYMENT PROCESS

#### **Policy:**

The City utilizes two methods to request payments from an existing purchase order. The first is the partial payment and the other is the final payment. Both processes require verification of the invoice detail and verification that the goods or services delivered meet the specifications before these services are paid for.

#### **Procedures:**

##### A. Partial Payments

This method is used when the terms of the agreement with a vendor require partial payments, or when orders are substantially completed or some items are back ordered, and the Department Director determines the vendor has delivered enough of the stipulated goods and services to warrant partial payment. NO payment shall be made without an invoice.

A request for payment is submitted using a copy of the Purchase Order. The lower right hand corner is completed stating the date received as well as the date of approval for payment and the amount to be paid. The Department Director must also sign in this section for payment to be processed. Finance will note if the payment is a partial liquidation in the bottom left hand corner. If a packing slip has been received, it should be date stamped and signed by the employee who received and verifies the packing slip to the purchase order. The City will not make payment based on a packing slip. Only authorized requests with an invoice will be paid.

##### B. Final Payments

This method of payment is used when all goods and services on an existing purchase order have been received and delivered in full.

To request a final payment, a request for payment is submitted using a copy of the Purchase Order. The lower right hand corner is completed stating the date received as well as the date of approval for payment and the amount to be paid. The Department Director must also sign in this section for payment to be processed. Only authorized requests with an invoice will be paid. Since this is the final payment, the department should verify that the vendor has completed the terms of the purchase prior to submitting for payment.

If the vendor has had previous payments made and this is the final payment, the Director or designee should indicate on the purchase order that this is the final

## SECTION 1

### **Payment Process (continued):**

payment. In the event there are funds still on the Purchase Order (orders came in under cost, or back order goods will be issued on another purchase order) the Director or designee should indicate "Please Liquidate" to ensure the Purchase order is liquidated and the encumbrance is removed from the system.

On a monthly basis, the encumbrance report will be generated by Finance and forwarded to the respective Department Directors with the corresponding monthly accounting reports. The Department Director of Designee will be responsible for reviewing the encumbrance report and highlighting any exceptions with the Finance Division.

### C. Year End Processing

In September, an encumbrance report will be generated and reviewed by the Finance division. Each outstanding encumbrance will be reviewed for liquidation or consideration for carry-forward to the next fiscal year. The Department Director and the Finance Director will determine if the encumbrance should be carried forward. Those that do not qualify will be liquidated.



## SECTION 1

### BID/REQUEST FOR PROPOSAL AND CONTRACTS

#### A. Bid/RFP Process:

##### Policy:

The City Manager is authorized to make purchases, or execute contracts for the purchase of, supplies, material or equipment costing \$25,000 or less without sealed competitive bidding. Once the operating budget has been approved by City Commission all city improvements, goods or services, anticipated to cost \$25,000 or more must go through the City's bid or request for proposal process. The approval of the City Commission shall be required for the purchase of any supplies, materials, equipment or contractual services, or the making of any city improvement in excess of \$25,000. All city improvements or capital items in excess of \$25,000 shall be made by written contract. This formal process requires specifications and requires the Department to solicit and obtain bids or requests for proposals from appropriate vendors.

The bid/RFP process is used to insure a competitive situation with equality so that the citizens of St. Pete Beach are insured the best possible quality at the best possible price on all major purchases.

##### Procedure:

The following procedure will be followed in preparation and execution of bids and requests for proposals for purchases of \$25,000 or more:

1. The requesting department is required to furnish proper specifications of the goods or services required. If the Department Director or in-house staff is unable to prepare the specifications due to the level of expertise required, the Department Director can solicit assistance from outside sources to assist in the preparation of the specifications.
2. The Department Director will coordinate advertisement/bid/proposal openings and award dates. The Department Director will assemble bid/RFP packages for mailing to prospective vendors on the bidders/RFP list as well as advising the City Clerk to place the advertisement. The City Clerk shall give public notice by posting the bid invitation on a bulletin board at City Hall and by advertising in a newspaper of general circulation within the City and also on the City's internet site.
3. All bids/proposals will be received in the City Clerk's office appropriately marked with the date and time of receipt.
4. The Department Director and City Clerk or their appointed representative will be present at the bid/proposal opening which will be held publicly and all applicable sections of the bid/proposal read aloud at the appointed

## SECTION 1

### Procedure (continued):

time. The City Clerk or designee will record all bid/proposal openings and produce a bid tabulation summary sheet.

5. In the case of acquisition of professional, architectural, engineering, landscape architectural, or land surveying services, Florida Statutes 287.055 "Consultants Competitive Negotiations Act" supersedes the relevant sections of this manual.
6. Instructions to bidders require a minimum of four(4) copies of the bid/proposal to be submitted. Distribution shall be as follows:
  - City Manager
  - Department Director
  - City Clerk
  - Finance Director
7. It is the Department Director's responsibility to assure the vendor's conformance to the bid/proposal requirements (ex. Insurance, bonding, licensed, etc.) Once this has been established, the Department Director will make a recommendation to the City Manager for submission to the City Commission for approval. If the City Manager recommends the acceptance of a bid other than the bid with the lowest total price, the reason for the recommendation shall be given.
8. Under the Request for Proposal process, the City is not required to accept the lowest price. The City has the option to award the project to the vendor whose product or service most closely meets the request for Proposal.
9. If the City Commission approves the recommendation the appropriate documents (contracts) will be signed by the City Manager and a Purchase Order will be issued. When required the successful vendor will obtain a permit before commencement of work. Copies of contract documents shall be distributed as follows:
  - One copy to the vendor
  - Original to the City Clerk
  - One copy posted to electronic Laser Fiche in the contracts folder
10. The CIP Project Manager/Architect or Engineering firm contracted to oversee the project will inspect projects prior to partial and final payment on the purchase order.



## SECTION 1

### **B. Contracts:**

#### **Policy:**

The approval of the City Commission shall be required for the purchase of any supplies, materials, equipment or contractual services, or the making of any city improvement in excess of \$25,000. All contracts, by charter, require signature of the City Manager and must be attested by the City Clerk. The contract must also be reviewed by the City Attorney.

The City shall use a contract in all major services and goods purchased where specific terms of agreement are of such a nature to require a written document in addition to the purchase order. The contract is the legal binding document that is developed to protect the City and the vendor from any misinterpretation or misunderstandings that may arise in the terms of purchase of a good or service.

All contracts shall be reviewed by the City Attorney, City Manager, Finance Director and where legally required the City Commission prior to authorizing signature. No employee may enter into a contract on behalf of the City unless specifically called for in the City Charter or Code.

All executed contracts for goods or services shall require the issuance of a Purchase Order prior to the commencement of work.

#### **Procedure:**

After a contract is properly executed by the City Manager and attested to by the City Clerk, the contract is distributed as follows:

- One copy to the vendor
- Original contract to the City Clerk
- One copy posted to Laser Fiche under the Contracts folder

#### **State/County/Municipal Contracts:**

Many items that may be bid will be found already under contract with the State, County, City or an association affiliated with government (ex. Florida Sheriff's Association). Due to sheer size and volume, these prices may be lower than any other quotes received prior to bid. Since this may be the case, each department should review all County and Statewide contract prices that are currently in force to determine if these prices are less than other quotes already received. If it is the lowest bid, the department may recommend waiving the bid process and award a contract on the basis of that bid.

## SECTION 1

The following is the current list of websites that can be utilized to determine if other government agencies already have a contract for commodities being purchased by the City:

State: <http://www.myflorida.com/taxonomy/government/state%20purchasing>

Pinellas County: <http://www.co.pinellas.fl.us/bcc/purchase/bid.htm>

## **SECTION 1**

### **VENDORS**

It is important to develop and maintain a relationship of neutrality and goodwill between the City and its suppliers. No contract that proves unsatisfactory to the vendor can be regarded as totally satisfactory to the buyer.

The user department should always make the vendor aware of purchasing and payment procedures before requesting issuance of a Purchase Order. The vendor should contact the Finance Division if there is any question or problem regarding these procedures. Likewise, the user department should contact the Finance Division if there is an unsatisfactory condition existing with the vendor.

In the event a vendor has not been utilized by the City in previous dealings, the vendor will be required to complete the Vendor Application Form (found on the City intranet site) before a requisition and subsequent Purchase Order is issued. Currently, the City does not provide for a database of potential vendors; however this option may become available in the future.



## SECTION 1

### RECEIVING GOODS OR SERVICES

#### **Policy:**

To ensure that the vendor has complied with all terms of the purchasing agreement prior to payment.

#### **Procedure:**

##### A. For receiving goods in packages:

1. Examine the package carefully to see if visible damage to the package is present. IF visible damage is noted, **DO NOT OPEN** the package and **DO NOT ACCEPT DELIVERY.**
2. If no visible damage is seen on the outside of the package, look for a packing slip either attached to the outside or inside of the box. Compare the packing slip with the Purchase Order as well as the contents of the package to determine whether all items listed are there and are in good condition. If the product is not there, or damaged, notify the vendor and make arrangements to ship the package back to the vendor either in whole or part. If acceptable, authorize receipt and initiate the payment process.

##### B. For receiving services:

1. Review agreement with the vendor for service to be performed prior to their arrival. Know what they are to do and check on the service performed while they are there. Prior to acceptance of service, be satisfied that the vendor has successfully completed the task.
2. If you are satisfied that the service has been performed satisfactorily, notify your Department Director so that initiation of payment can be made.

**General Comments:** Next to buying the wrong good or service at the wrong quality or price, the second most costly mistake is accepting the wrong goods or receiving less than you originally expected or agreed upon.

## SECTION 3

### TRAVEL POLICY & INSTRUCTIONS FOR COMPLETING THE TRAVEL ADVANCE/AUTHORIZATION FORM

#### **Overview:**

The City recognizes the need for continual education and sharing ideas with other professionals and supports activity for employees and elected/appointed officials through attendance at conferences, training sessions and lobbying efforts on behalf of the City. The City has developed a Travel Policy to assist in accomplishing this goal while providing documentation to support the need for and the substantiation of the business purpose and cost of these events. Travel must be approved before the traveler will be authorized to embark on a business related trip.

#### **Policy:**

Persons traveling on official business will exercise care in incurring expenses to minimize the cost to the City. Excessive or unnecessary expenses will not be reimbursed. Official travel expenses will be reimbursed in accordance with these regulations. Waivers to this regulation must be approved by the "Designated Authority" (ex. City Manager, City Clerk, Department Director).

When two or more employees are traveling to the same destination, maximum use shall be made of special group travel discounts, joint use of taxicab, and joint use of City-owned, leased, or privately-owned vehicles. Where feasible, employees are encouraged to share accommodations if a cost savings will result.

There should be no need for departmental supplements to these regulations; however, internal procedures and management control are encouraged to ensure compliance.

#### **Approval Authority and Forms Processing:**

All travel arrangements shall be approved by the Department Director in accordance with these regulations. Department Director travel arrangements shall be approved by the City Manager. Authorization for persons appointed by the City Commission must have Commission approval.

To receive approval for travel, the traveler must first complete the "Travel Advance/Authorization Form" and obtain the Department Director's approval. The form shall be completed for each traveler, even if several persons are traveling together.



## SECTION 3

### **Approval Authority and Forms Processing (continued):**

Travel based on emergency situations which occur during other than normal working hours, require telephone verbal approval by the Department Director. Complete justification will be provided in the "Travel Expense Form."

After completion of travel, the traveler shall complete and sign the "Travel Expense Form" and obtain the Department Director's signature and forward to Finance within 15 days after completion of travel, unless circumstances require the City Manager's approval as well. In such cases, forward to the City Manager who will forward it to Finance if the Travel Expense Form is approved.

City Manager approval is required for Department Director travel, City Manager staff, travel exceeding budgeted amounts, unbudgeted travel, or unusual circumstances.

Authorizing officials should be familiar with the circumstances pertinent to a particular trip and are expected to review the "Travel Expense Form" for items which the City should not make reimbursement. The Finance Department will review the "Travel Expense Form" which is subject to audit as determined by the Finance Director. Expenses questioned in the review and audit process will be referred to the traveler, through the respective Department Director, for justification or settlement, as necessary.

### **Travel Advances:**

Travel cash advances for overnight travel can be issued to authorized individuals prior to departure on an authorized trip. Travel advances will be supported by the "Travel Advance/Authorization Form" and reimbursement of the difference between the advance and the actual cost will be supported by the "Travel Expense Form."

- A. Funds can be issued to the traveler only if the requested cash advance exceeds fifty dollars (\$50.00).
- B. Cash advances are not issued for travel expenses incurred when no overnight travel is required. Reimbursement will be made through payroll in accordance with the IRS Taxable Fringe Benefit Guide, Publication 15-B, Employer's Tax Guide to Fringe Benefits or successor publication.
- C. All travel requests requiring advance payments shall be received in the Finance Department ten (10) days prior to departure if disbursement is to be made through accounts payable – an exception may be granted for emergency travel as determined by the Department Director.



### **Travel Cancellation/Rescheduling:**

In instances where an accounts payable disbursement is requested, the Finance Department must be notified of pre-approved travel that is cancelled or rescheduled within ten (10) working days of the cancellation or rescheduling. In the event that an employee does not fulfill a travel commitment for reasons other than those excused under personnel procedures or labor contracts, the employee must reimburse the City.

### **Transportation:**

All travel shall be in a convenient and direct route. For authorized travel, City vehicles shall be used whenever available and fuel shall be obtained through the use of the City Fuel account with Mobil/Exxon.

#### **A. City-owned vehicles:**

1. Individuals are responsible for the proper operation, care and servicing of the vehicle.
2. Individuals using City-owned vehicles shall also comply with the following provisions:
  - a. Individuals using City vehicles shall possess the appropriate motor vehicle operator's license for the motor vehicle being used. The driver must adhere to careful and courteous driving practices and observe traffic laws and regulations at all times.
  - b. The settlement of any fine or penalty imposed for traffic or other violations with respect to the use or operation of city-owned vehicles is the responsibility of the individual operator concerned. The City will not pay or reimburse any cost involved or take any action for the abatement of such fine or penalty.
  - c. Failure to comply with regulations governing the submission of automobile accident reports to the City Manager's Office shall result in disciplinary action under the provisions of the City's Personnel Rules & Regulations and the union contracts.

#### **B. Privately-owned vehicles:**

1. The use of privately-owned vehicles is permissible if it is determined to be advantageous to the City in terms of cost effectiveness or when City vehicles are not available.
2. A mileage allowance at the standard U.S. Government Services Administration rate shall be paid to the employee using a private automobile, without regard to the number of passengers in the automobile. The rate will vary depending upon the availability of the city-owned vehicle. Please refer to POV Reimbursement Rates on the USGA website ([www.gsa.gov](http://www.gsa.gov)).
3. Complete and detailed information must be provided to support official business mileage, including the purpose, date and the beginning and ending location during regular work hours.



C. Rented vehicles:

It is City policy to use vehicles obtained from commercial vehicle rental firms only when City or privately-owned vehicles or reasonable public transportation is not available. Use of a rental vehicle at destination will normally be approved in advance. When the need for a rental vehicle is impossible to forecast and becomes a necessity, written justification for the use will be submitted with the Travel Expense Form. When the use of a rental vehicle is necessary for conducting official business, the traveler shall:

1. Obtain a vehicle at the cost of the compact category.
2. Assure all available discounts are applied against the vehicle charge.
3. Observe hours of use scheduled in order to preclude payment for an additional day.
4. Use the vehicle for official purposes only.

D. Taxis:

Taxis will be used only when such use is advantageous to the City and when other suitable public transportation facilities (bus, shuttle or minibus, subway, etc.) are not readily available. Taxicabs may be used for travel to and from airports, hotels, conference locations, meetings and events.

E. Airlines:

1. Air travel shall be at the tourist class rate. Travel to and from the airport should be done through the most cost effective transportation means available.
2. Each department will be responsible for making airline reservations.
3. Travelers may obtain reservations through another department for accompanying employees who are traveling together, or for accompanying persons who will pay for the ticket by cash or by check upon receipt.

**Meals:**

Meals, including gratuities, will be reimbursed at the IRS standard per diem rate. Rates are available at [www.gsa.gov](http://www.gsa.gov). The cost of meals is normally reimbursable in the following situations:

- A. The cost of breakfast when an employee is required to leave home on official business and travel begins before 6 a.m. and extends beyond 8 a.m. This does not apply to employees who must depart for their official station at an early hour because of commuting distance.
- B. The cost of lunch when travel begins before noon and extends beyond 2 p.m. This is not applicable to employees who are scheduled to work an unusual shift in lieu of the normal work hours.
- C. The cost of dinner when travel begins before 6 p.m. and extends beyond 8 p.m. This is not applicable to employees who return home beyond the normal dinners because of commuting distances or who are scheduled to work an unusual shift in lieu of the normal work hours.
- D. If a registration fee for travel activity covers any meal, such meals are not reimbursable and should not be declared as per diem.



**Lodging:**

Hotel bills will be reimbursed on the basis of actual cost, not exceeding the applicable single rate. Upon registration at the lodging facility, individuals traveling on City business will inform the lodging facility of his/her status as a government employee (supplying documentation upon request) with a request for a discounted lodging rate due to that status and sales tax exemption within Florida (Certificate of Exemption attached.)

**Other Expenses:**

- A. Gratuities and Porterage
  - 1. Taxi – maximum amount of tip is 15% of fare.
  - 2. Baggage – One (1) dollar per bag for baggage handling services
  - 3. Meals – tips are included in the authorized meal allowances.
- B. Telephone and Internet
  - 1. Telephone expenses incurred in the performance of official duties are reimbursable.
  - 2. Internet expenses incurred in the performance of official duties are reimbursable.
- C. Registration fees – fees charged by various professional societies and other organizations for attendance at conventions, conferences, workshops are reimbursable. Reimbursement will also cover any meals that are included in the registration fee.

All of the above are to be supplied in detail on the Travel Expense Form.

THE CITY WILL NOT REIMBURSE THE TRAVELER FOR LIQUOR.

**Reimbursement of Travel Expense:**

- A. Upon returning from travel, the "Travel Expense Form" must be completed by every employee traveling on official business and submitted, along with all pertinent receipts and documentation, no later than 15 days after completion of travel. If receiving a reimbursement under \$50 use petty cash, over \$50 submit travel form for check.
- B. Receipts for hotels bills/lodging charges, telephone expenses, parking fees, auto rentals, registration fees, other unusual type of expenses, and written authorization of travel ordered by telephone verbally in emergency situations, should be attached with reimbursement requests.

**Disciplinary Action:**

Whoever shall receive an allowance or reimbursement by means of a false claim shall be liable in the amount of overpayment for the reimbursement of the public funds. Further, the employee may be subject to disciplinary action under the City's Personnel Manual up to and including termination.

**Auditing:**

Each approved travel expense report will be audited when received for reimbursement. Minor errors in computation will be adjusted by the Finance Department. Reports with gross errors will be returned for recalculation and resubmission. Any report which is not approved, not properly prepared, or is prepared in such a way as to be un-auditable, will be returned for resubmission.



## SECTION 4

### MILEAGE REIMBURSEMENT

#### **Overview:**

If an employee cannot utilize a departmental vehicle or a City pool car and utilizes their own personal vehicle, the City may reimburse the employee for actual mileage and ancillary expenses. This activity must be documented on a Mileage Reimbursement Request form. The City has developed the Mileage Reimbursement Request form to assist the employee in substantiating these trips and the associated mileage and reimbursable expenses that accompany these types of trips. The City uses the standard mileage reimbursement rate as specified in the U.S. Government Services Administration ([www.gsa.gov](http://www.gsa.gov)). This amount varies from when no City vehicle is available to be used (currently 51 cents/mile) to a rate for reimbursement should the employee choose to drive their own personal vehicle when a City vehicle is available (currently 19 cents/mile).

#### **Policy:**

The following general guidelines are designed to further refine this policy and assist the employee in complying with these policies and provide a guide for completing the necessary paperwork to evidence the internal controls established for this type of expenditure.

#### **Procedure:**

Each employee authorized to utilize their personal vehicle for such trips must document the date, business purpose and reason for the trip, point of origin/destination, total trip miles, commute miles and the number of reimbursable miles and any ancillary expenses (parking, toll fees etc.)

When the trip(s) are completed or at least monthly (in case of recurring trips), the trips should be documented using the Mileage Reimbursement Request form. This form must be completely filled out, signed by the employee and submitted to their Department Director for approval. Documentation must include the employees name, account number to be charged, date, purpose/reason for the travel, the point of origin and destination, the number of miles and the cost of ancillary expenses. This form is to be used for day trips only. Any trips that require an overnight stay will be documented on the travel expense form (see applicable policy.)

The following examples have been provided to assist in determining reimbursable mileage. Note: If the point of origin is your home, the mileage calculation will be reduced by your normal commute. If you will not be returning to the City at all you may use your personal vehicle regardless of whether a City vehicle is available.

*Example 1.* If you leave from the City and return to the City you will be reimbursed for all mileage to and from the function.

*Example 2.* If you leave from your home and return to your home and the mileage round trip was 50 miles and the one-way commute from your home to the City is 5 miles your mileage reimbursement will be calculated at 40 miles (50-10 miles normal commute round trip = 40 miles).

*Example 3.* If you leave from home and return to the City and your destination is 50 miles and your home to the City mileage is 5 miles one way your reimbursement will be calculated at 45 miles (50-one way commute 5=45).

The reimbursable mileage minus the normal commute must be documented on the Mileage Reimbursement form.

Once the form has been completed, it will be sent to the Department Director for approval and subsequent payment. If the reimbursable expenses total less than \$50 it may be paid through the petty cash system. Any reimbursable mileage and ancillary expenses over this limit will be submitted to the Finance Department for payment during the normal accounts payable cycle.

The Mileage Reimbursement Request form can be found on the City's intranet site under forms.



## SECTION 5

### FIXED ASSET POLICY AND PROCEDURES

#### **Overview:**

Capital asset reporting thresholds as established in this policy may be higher than the existing thresholds for Property Control due to different objectives. The primary objectives of financial reporting generally pertain to valuation, allocation, presentation, and disclosure, whereas the primary objectives of property control generally pertain to efficiency, effectiveness, and safeguarding assets. For example, controls designed to prevent or promptly detect a loss of a small value asset, while important operationally, are not necessarily relevant for financial reporting purposes. Because of the objective differences, this policy shall not be used for property control purposes. City departments are encouraged to refer to Chapter 10.400, *Local Government-Owned Tangible Personal Property*, Rules of the Auditor General, and other sections of Chapter 274, Florida Statutes, for guidance on property control.

#### **Definition:**

Fixed assets are tangible property that have a value of \$2,500 or more and have a useful life that extends beyond one year. The fixed assets object codes included in our accounting system are Land (5610), Buildings (5621), Land Improvements (5630), Vehicles (5641), and Equipment (5643).

#### **Policy:**

The policy related to the approval limits of purchase of fixed assets can be found in the City Ordinances, Chapter 2, Article 3 Finance, Division 4 Purchases and Contracts, Section 282-2 City Manager's duties. The policy related to disposal of fixed assets can be found in the City Ordinances, Chapter 3, Article 3 Finance, Division 1 Disposal of surplus city property Section 2-186. Besides the internal policy and procedures the City must follow the Florida Statutes related to the recording and monitoring of fixed assets. This can be found in F.S. 274.

The City's internal policy concerning the disposal of City assets indicated that all items must first be offered to other departments or divisions within the City. In addition, F.S. 274.05 allows us to sell or donate the property to other government entities or give the City the option of offering the tangible personal property to private non-profit agencies that are defined in F.S. 273.01(3). The definition relates to non-profit charitable organizations that are tax exempt. Each option will be weighed based on the most beneficial for the City and will be subject to the Florida Statutes, City Ordinances and based on the approval of the City Manager.



**Procedure:**

Only fixed assets approved within the Capital Improvement Budget and within the current Operating Budget can be purchased through the following procedures. Fixed assets purchased that are not within the current budget must be approved by the City Manager if less than \$25,000 and by the City Council if over \$25,000.

**Purchasing Fixed Assets:**

All fixed assets must be purchased using the City's requisition and purchasing system and cannot be purchased using the City issued purchasing cards.

When entering the requisition special attention must be given to ensure the general description of the purchase (ex. "Personal Computer for IT Director") is included. This is critical for entry into the fixed asset system.

Once the asset has been purchased and the PO is liquidated, the asset appears in the system. On a quarterly basis, the Finance Department will review the new assets purchased and will be responsible for obtaining additional information off the asset, i.e., model and serial number, manufacturer and the physical location of the asset. Once this is entered into the system, a fixed asset number will be assigned and fixed asset tag will be affixed to the asset. The tag shall be placed in full view so that when the annual inventory is taken the asset can be readily identified. The tag will remain with the asset for the life of the property.

When a department determines that an asset is no longer operable or has been replaced, a "Property Disposition/Transfer Form" will be completed. The following procedures outline the transfer or disposal of the equipment. (Please note that personal computers and other equipment with processors or monitors are considered hazardous waste and must be properly disposed of.)

**Disposal of Fixed Assets:**

The City Commission must approve by resolution the disposal for all City owned personal property. Once property has been declared surplus, the Finance Department will proceed to dispose of the property. In most cases, these types of assets will be auctioned on the internet site GovDeals.

Property, the value of which the City estimates to be under \$5,000 may be disposed of by the most efficient and cost-effective means. Any sale of property the value of which the City estimates to be \$5,000 or more shall be sold only to the highest responsible bidder, or by public auction, after publication of notice not less than 1 week or more than 2 weeks prior to sale, in a newspaper having a general circulation. All proceeds from the sale will be made payable to the City of St. Pete Beach and will be shown as miscellaneous revenue to the appropriate fund.



Assets valued under \$1,000 that are still functional, are to be placed in storage until the City determines the most appropriate method of transferring the items to another organization (other government entity, non-profit organization or school) or liquidating the items in a city auction. A "Property Disposition/Transfer Form" must be completed to evidence the description, number of items, estimated value and storage location. Once approved, items can be transferred to a storage location and held there until enough items have accumulated to warrant a City auction or other disposal method.

For assets not considered hazardous waste that are no longer functional and are under \$1,000 (ex. Chairs, tables, file cabinets) a "Property Disposition/Transfer Form" must be completed and after approval, arrangements will be made to dispose of the asset in the back of a garbage truck or dumpster. Two employees, including one from the Finance Department, will witness the disposal of the asset and complete the "Property Disposal Verification Form." The two employees will then sign the form and return it to the Finance Department. The Finance Department will schedule this process so that all accumulated items can be orchestrated with Public Services and disposed of at one convenient time.

#### **Transfers Between Departments/Divisions:**

Transfers from one department/division to another should not be completed until the "Property Disposition/Transfer Form" is approved.

#### **Annual Inventory:**

Annually the Finance Department with the assistance of each division supervisor will complete a physical inventory as required under the Florida Statutes. It is the responsibility of the supervisors to be able to identify and locate all fixed assets under their division.

#### **Narrative of Paperwork Flow and Approval Levels:**

Once it is determined an asset must be transferred, sold at auction or disposed of the following paperwork must be prepared and the appropriate approval process followed.

1. Prepare "Property Disposition/Transfer Form" by completing all applicable lines including the Department Director approval and disposal recommendation. Make a copy of the original request for your files for follow-up or future reference.
2. Once the "Property Disposition/Transfer Form" is complete and properly approved, it will be forwarded to the Finance Department. Should this be a disposition request, a resolution will be prepared for City Commission approval authorizing the disposition of the asset. Depending on the value of the asset, this process may be delayed until a group of items has accumulated.
3. If the value of the item to be disposed of is more than \$5,000 an advertisement will be placed in the local newspaper notifying the public of the disposition.
4. Once the form is completed and all approvals have been secured, a copy of the form will be sent to the originating department for final disposition.



5. Once the final action is taken following the proper policies and procedures, the Finance Department will update the fixed asset inventory in the system.

**Definition of Fixed Assets:**

Fixed assets are tangible assets that have a value of \$2,500 or more and have a useful life that extends beyond one year. The fixed assets included in this accounting system are land, buildings, land improvements, vehicles, and equipment as further defined.

1. **Land (5610)** reflects the acquisition value of land owned by a governmental unit. If land is purchased, this account includes the purchase price and costs such as commissions, professional fees and such costs incurred to put the land in condition for its intended use. If land is acquired by gift, the account reflects its appraised value at time of acquisition. Examples of such expenses are:
  - Professional fees to acquire the property (ex. title searches, architect, legal, engineering, appraisal, surveying and environmental assessments)
  - Land excavation, fill, grading and drainage
  - Demolition of existing buildings and improvements (less salvage)
  - Removal, relocation, or reconstruction of property of others (ex. Phone lines, power lines)
2. **Buildings (5621)** reflects the acquisition value of permanent structures used to house persons and property owned by the governmental unit. It is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable.

Building improvements are capital events that materially extend the useful life of a building or increase the value of a building, or both, beyond one year. Building improvements shall not include maintenance and repairs done in the normal course of business.

The costs of buildings over the capitalization threshold shall be recorded and depreciated over the estimated useful lives of the buildings. Examples of items to be capitalized as buildings and building improvements are:

- Expenses for remodeling, reconditioning, or altering a purchased building to make it ready to use for the purpose for which it was acquired
- Environmental compliance (ex. Asbestos abatement)
- Professional fees (ex. Legal, architect, inspections, and title searches)
- Payment of unpaid or accrued taxes on the building to date of purchase
- Cancellation or buyout of existing leases
- Completed project costs of constructed buildings
- Cost of building permits
- Permanently attached fixtures or machinery that cannot be removed without impairing the use of the building



- Additions/expansions to buildings
- Structures attached to the building such as covered patios, garages
- Installation or upgrade of heating and cooling systems, including ceiling fans and attic vents
- Original installation of wall, floor or ceiling covering such as carpeting, tiles, paneling
- Structural changes such as reinforcement of floors or walls or installation of replacement beams, rafters, joists, or other interior framing
- Installation or upgrade of window or door frame, built-in closet, and cabinets
- Interior renovation associated with casings, baseboards, light fixtures
- Exterior renovation such as installation or replacement of siding, roofing or masonry
- Installation or upgrade of plumbing and electrical wiring, installation or upgrade of phone or wiring required in the installation of equipment.

Examples of items to be considered maintenance and repairs and not capitalized as buildings are:

- Adding, removing and/or moving walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
- Improvement projects of minimal or no added life expectancy and/or value to the building
- Plumbing or electrical repairs
- Interior decoration such as blinds, wallpaper, draperies
- Exterior decoration such as detachable awnings, uncovered porches, decorative fencing
- Maintenance-type interior renovation such as repainting, replacement of carpet, tile or panel sections, sink and fixture refinishing
- Maintenance-type exterior renovation such as repainting, replacement of sections of deteriorated siding, roof, or masonry

The list of examples provided above is not intended to be all-inclusive. Finance will work with Departments on a case-by-case basis when a final determination is needed.

**Land Improvements (5630)** reflects the acquisition cost of permanent improvements, other than buildings, which add value to the land. Examples of such improvements are new fences, retaining walls, tennis courts and swimming pools. Improvements of \$2,500 or more in materials should be capitalized. Non-enterprise capital expenditures relating to roads, curbs and gutters, streets, sidewalks, and lighting systems new require capitalization. For enterprise funds these items will also be capitalized.

**Vehicles (5641)** reflects all mobile equipment in the City . Costs associated with making the vehicle "street ready" ( light bars, radio equipment, computers) are included in the cost of the vehicle.

**Equipment (5643)** reflects equipment to be used in operations the benefits of which extends beyond one year form date of receipt and placed into service. Examples include furniture, camcorders, machines and tools.

Computer and computer software that is either purchased or internally developed shall be capitalized as equipment if the cost of the computer software exceeds the capitalization threshold. Capitalization of computer software includes software license fees if the total dollar amount of the fee divided by the number of units served exceeds the threshold.



## SECTION 6

### UNIFORMS & EQUIPMENT

#### **OVERVIEW:**

To provide a uniform City policy and define the responsibilities of management and employees concerning the issuance, taxable fringe benefit status, use and return of work uniforms for employees.

#### **POLICY:**

Department directors shall submit a list of job classifications in their departments that will require the wearing of uniforms, the individual items that make up those uniforms, the uniform vendor, vendor item number and uniform item price to the City Manager. Upon approval of the City Manager and determination of the taxable fringe benefit status of each uniform item, the authorized City uniform item inventory list will become a part of this policy.

All required uniform items from the authorized list will be purchased by the City. All employees whose classification requires the wearing of a uniform will be provided a reasonable number of uniforms by the City upon hiring.

Department directors shall submit to the Finance Department completed employee *Uniforms/Equipment Issuance, Return and Fringe Benefit Acknowledgement Forms* with each corresponding invoice submitted for payment to an authorized uniform item vendor.

It is the employee's responsibility to notify their supervisor of any uniform items that need to be repaired or replaced. All used clothing that will no longer be worn by the employee must be returned to the supervisor or director for re-issuance or disposal.

All uniform items issued to employees are City owned property. Upon separation of employment employees must return all clothing and uniform items issued by the City. If all City issued clothing and uniform items are not returned by the employee as required, the City may take appropriate deductions from the last paycheck to recover the financial loss. City issued safety shoes are excluded from return.

All employees have the responsibility to conduct themselves in a professional manner while wearing City uniforms. All employees must adhere to the departmental uniform items and shall not alter, amend or add to the approved uniform.

The Finance Department shall conduct periodic audits of the City uniform item inventory list to provide reports, verify issuance and return,

## SECTION 6

purchase/replacement costs, vendors, availability of cooperative purchasing savings and taxable fringe benefit reporting.

### **Responsibilities:**

#### ***Department Director:***

1. Provide to the City Manager a list of all department classifications required to wear uniforms.
2. Provide to the City Manager the uniform vendor, vendor item number and uniform item price of all uniform items by job classification to be included in the authorized City uniform item and inventory list.
3. Determine with consideration of employee input, the style of uniform and number of uniform items required by job classification.
4. Periodically review classes/positions and number of uniform items to assure cost control.
5. Arrange for the pick-up, delivery and accounting of work uniform transactions with approved vendors.
6. Submit to the Finance Department invoices due for authorized uniform item purchases with completed employee  
*Uniforms/Equipment Issuance, Return and Fringe Benefit Acknowledgement Forms.*

#### ***Immediate Supervisor:***

7. Ensure work uniforms designated for a particular class and or position are properly worn.
8. Ensure employees change uniforms to maintain a good public appearance and that uniforms are not abused or misused.
9. Ensure uniforms are repaired or replaced as needed.
10. Receive and verify all City uniform items issued are turned in by employee upon separation of employment.

#### ***Employee:***

11. Wear the full work uniform provided when working.



## SECTION 6

12. Wear City provided work uniforms for City work only.
13. Not abuse work uniforms, including the removal and/or defacing City identification.
14. Return all worn out uniform items to immediate supervisor for replacement.
15. Return all City owned uniform items to immediate supervisor upon separation of employment with City.

### **Finance Department:**

16. Maintain the authorized City uniform item inventory list with periodic audits and reports.

Provide the employee *Uniforms/Equipment Issuance, Return and Fringe Benefit Acknowledgement Forms* to department directors for completion.

17. Maintain file of completed employee *Uniforms/Equipment Issuance, Return and Fringe Benefit Acknowledgement Forms* submitted by department directors with vendor invoices for payment.

18. Verify issuance and return of City owned uniforms.

19. Maintain City compliance with I.R.S. regulations related to taxable fringe benefit records and reporting

20. Seek the best pricing of City issued uniform items through State bids and cooperative purchasing programs.

# City of St. Pete Beach

## Uniforms/Equipment Issuance and Fringe Benefit Acknowledgement Form A

Issued To \_\_\_\_\_

Department \_\_\_\_\_ Job Class \_\_\_\_\_:

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

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

| <u>Taxable Item Description:</u>     | <u>Quantity:</u> | <u>Value:</u> | <u>Total:</u> |
|--------------------------------------|------------------|---------------|---------------|
|                                      |                  |               |               |
|                                      |                  |               |               |
|                                      |                  |               |               |
| Continue on Form B if needed. Total: |                  |               |               |

\_\_\_\_ (Employee Initials) I understand that the issued items listed above are taxable as required by IRS Regulations, and the fringe benefit value of \$ \_\_\_\_\_ will be added to my gross taxable wages for one pay period. NOTE: City policy prohibits wearing uniforms for general usage when not at work or on call.

| <u>Non-Taxable Item Description:</u> | <u>Quantity:</u> | <u>Value:</u> | <u>Total:</u> |
|--------------------------------------|------------------|---------------|---------------|
|                                      |                  |               |               |
|                                      |                  |               |               |
|                                      |                  |               |               |
| Continue on Form C if needed. Total: |                  |               |               |

\_\_\_\_ (Employee Initials) I understand that the issued items listed above are non-taxable under IRS Regulations (e.g. required as a condition of employment and are not worn or adaptable for general usage as ordinary clothing)

Employees who are issued uniforms or any other safety equipment for use are required to return same upon separation of their employment. All such uniforms and equipment are the property of the City of St. Pete Beach. When a former employee fails to return such City property on the date of his/her termination:

1. The City will deduct from the employee's final pay check, the costs of all uniforms or equipment not returned, subject to the limits, if any imposed, by the Fair Labor Standards Act; and
2. If the amount deducted under paragraph 1 above is not sufficient to cover the costs of the uniforms and/or equipment not returned, the City retains the right to prosecute both civilly and criminally in order to ensure either the return of its property or reimbursement for the cost of same.

I have read the above policy and I agree that the City of St. Pete Beach may withhold any and all wages due if I fail to return all uniforms and equipment to the City. I further understand the City must comply with IRS Regulations and the fringe benefit valuation listed above for any taxable uniform items will be added to my gross taxable wages for one pay period.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Department Director Signature \_\_\_\_\_

Finance Department Representative \_\_\_\_\_







**City of St. Pete Beach**  
**Uniforms/Equipment Return Acknowledgement Form D**

**Uniform/Equipment Return:**

| <u>Uniform/Equipment Item Description:</u> | <u>Quantity:</u> | <u>Date</u> | <u>Received By:</u> |
|--------------------------------------------|------------------|-------------|---------------------|
|                                            |                  |             |                     |
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Employees who are issued uniforms or any other safety equipment for use are required to return same upon separation of their employment. All such uniforms and equipment are the property of the City of St. Pete Beach. When a former employee fails to return such City property on the date of his/her termination:

- 1 The City will deduct from the employee's final pay check, the costs of all uniforms or equipment not returned, subject to the limits, if any imposed, by the Fair Labor Standards Act; and
2. If the amount deducted under paragraph 1 above is not sufficient to cover the costs of the uniforms and/or equipment not returned, the City retains the right to prosecute both civilly and criminally in order to ensure either the return of its property or reimbursement for the cost of same.

I have read the above policy and I agree that the City of St. Pete Beach may withhold any and all wages due if I fail to return all uniforms and equipment to the City. I further understand the City must comply with IRS Regulations and the fringe benefit valuation listed above for any taxable uniform items will be added to my gross taxable wages for one pay period.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Department Director Signature \_\_\_\_\_

Finance Department Representative \_\_\_\_\_



**Uniform/Equipment Return SUPPLEMENTAL :**

1668

## APPENDIX A

### CITY OF ST. PETE BEACH OBJECT CODE DESCRIPTIONS

|      |                                          |                                                                                                                                        |
|------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 5110 | <i>Executive Salaries</i>                | Includes salaries for elected officials                                                                                                |
| 5120 | <i>Regular Salaries</i>                  | Includes all full time & part time employees who make up the regular work force.                                                       |
| 5130 | <i>Other Wages</i>                       | Includes special pays for police and fire employees, uniform allowances and termination payouts of sick/vacation                       |
| 5140 | <i>Overtime</i>                          | Includes payments in addition to regular salaries & wages for services performed in excess of the regular work hour Requirement        |
| 5210 | <i>FICA Taxes</i>                        | Social Security & Medicare matching                                                                                                    |
| 5220 | <i>Retirement</i>                        | Amounts contributed to a retirement fund                                                                                               |
| 5230 | <i>Employee Insurance</i>                | Includes life/health/dental insurance premiums & benefits paid for employees                                                           |
| 5240 | <i>Worker's Compensation</i>             | Premiums & Benefits paid for workers compensation insurance                                                                            |
| 5250 | <i>Unemployment</i>                      | Amounts contributed to unemployment compensation fund                                                                                  |
| 5310 | <i>Professional Services</i><br>procured | Legal, medical, engineering, appraisal, architectural & other services<br><br>by the local unit as independent professional assistance |

## APPENDIX A

### CITY OF ST. PETE BEACH OBJECT CODE DESCRIPTIONS

|      |                                     |                                                                                                                                                |
|------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 5320 | <i>Accounting/Auditing</i>          | Includes all services received from independent Certified Public Accountant                                                                    |
| 5330 | <i>Court Reporting Services</i>     | Includes cost of appearance fees & transcript fees for in court proceedings, appeals & depositions                                             |
| 5340 | <i>Other Contractual Services</i>   | Custodial, janitorial, & other services procured independently by contract or agreement with persons, firms, corporations or other governments |
| 5350 | <i>Investigations</i>               | Costs incurred for confidential matters regarding criminal investigations                                                                      |
| 5360 | <i>Pension Benefits</i>             | Benefits paid to participants in pension program                                                                                               |
| 5400 | <i>Travel &amp; Per Diem</i>        | Cost of transportation, reimbursement for use of private vehicles, per diem, meals & incidental travel expenses                                |
| 5410 | <i>Communications &amp; Freight</i> | Cost for telephones, postage and certified/registered mail charges                                                                             |
| 5430 | <i>Utility Services</i>             | Cost for electricity, gas, water, waste disposal & other public utility services                                                               |
| 5440 | <i>Rentals &amp; Leases</i>         | Includes amounts paid for lease or rent of land, buildings or equipment                                                                        |
| 5450 | <i>Insurance</i>                    | All insurance carried for protection of The local government                                                                                   |



## APPENDIX A

### CITY OF ST. PETE BEACH OBJECT CODE DESCRIPTIONS

|      |                                                            |                                                                                                                                                                         |
|------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5460 | <i>Repairs &amp; Maintenance</i>                           | Costs incurred for the repair & maintenance of buildings & equipment, including all maintenance & services contracts. Does not include custodial or janitorial services |
| 5470 | <i>Printing &amp; Binding</i>                              | Costs of printing, binding & other reproduction services that are contracted for or purchased from outside vendors                                                      |
| 5480 | <i>Promotional Activities</i>                              | Includes any type of promotional advertising on behalf of the City                                                                                                      |
| 5490 | <i>Other Current Charges</i>                               | Includes current charges & obligations not otherwise classified                                                                                                         |
| 5510 | <i>Office Supplies</i>                                     | Includes materials & supplies such as stationary, preprinted forms, paper, charts & maps                                                                                |
| 5520 | <i>Operating Supplies</i>                                  | Includes all types of supplies consumed in the conduct of operations including fuel, chemicals, household items, computer software, uniforms & other clothing           |
| 5530 | <i>Road Materials &amp; Supplies</i>                       | Includes those materials & supplies used exclusively in the repair & construction of roads                                                                              |
| 5540 | <i>Books, Publications,<br/>Subscriptions, Memberships</i> | Includes books, educational materials, subscriptions, professional memberships dues, training, educational & seminar conference costs                                   |

## APPENDIX A

### CITY OF ST. PETE BEACH OBJECT CODE DESCRIPTIONS

|      |                                                    |                                                                                                                                                                                               |
|------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5610 | <i>Land</i>                                        | Cost of land including acquisition costs, easements & right of ways                                                                                                                           |
| 5620 | <i>Buildings</i>                                   | Includes cost of City structures                                                                                                                                                              |
| 5630 | <i>Improvements other than Buildings</i>           | Includes structures & facilities other than buildings such as roads, bridges, curbs, gutters, docks, fences, lighting systems, landscaping, parking areas, storm drains, athletic fields etc. |
| 5640 | <i>Machinery &amp; Equipment</i>                   | Includes motor vehicles, heavy equipment, office furniture & any other machinery and equipment                                                                                                |
| 5650 | <i>Construction in Progress</i>                    | Work in progress on construction sites                                                                                                                                                        |
| 5660 | <i>Books, Publications &amp; Library Materials</i> | Includes all books, publications & other media, regardless of value when purchased for use by City library                                                                                    |
| 5710 | <i>Debt Service – Principal</i>                    | Includes principal outlays for debt service purposes                                                                                                                                          |
| 5720 | <i>Debt Service – Interest</i>                     | Includes the interest component of debt service for the year                                                                                                                                  |
| 5910 | <i>Transfers</i>                                   | Includes all transfers between funds that do not represent operating expenditures                                                                                                             |
| 5920 | <i>Advances</i>                                    | Includes advances to establish working capital that is expected to be returned when the fund is liquidated                                                                                    |
| 5990 | <i>Other Uses</i>                                  | Is used for contingency allocations                                                                                                                                                           |



**CITY OF ST. PETE BEACH  
TRAVEL ADVANCE/AUTHORIZATION FORM**

This form is to be used for planning and approval of all travel. Submit this form for checks to vendors and travel advances. A petty cash slip may be used for advances if under \$50. After receiving Department Director or City Manager approval, forward to Finance.

|                        |                       |
|------------------------|-----------------------|
| Traveler/Title: _____  | Department: _____     |
| Destination: _____     | Departure date: _____ |
| Purpose of trip: _____ | Return date: _____    |

| Item                                                         | Pay To:        | Vendor Number | Account Number | Amount | Payment method    |                  |                   |       | Need Check by:** |
|--------------------------------------------------------------|----------------|---------------|----------------|--------|-------------------|------------------|-------------------|-------|------------------|
|                                                              |                |               |                |        | P.O. / City Check | City Credit Card | Advance Requested | Other |                  |
| Registration<br>Include copies of all conference information |                |               |                |        |                   |                  |                   |       |                  |
| Lodging                                                      |                |               |                |        |                   |                  |                   |       |                  |
| Transportation:                                              |                |               |                |        |                   |                  |                   |       |                  |
| Airfare                                                      |                |               |                |        |                   |                  |                   |       |                  |
| City Vehicle                                                 | Not applicable | -             | -              | -      | -                 | -                | -                 | -     | -                |
| Rental Car                                                   |                |               |                |        |                   |                  |                   |       |                  |
| Mileage (use gsa.gov rate)                                   |                |               |                |        |                   |                  |                   |       |                  |
| Meals (per diem)*                                            |                |               |                |        |                   |                  |                   |       |                  |
| Misc. Expenses:                                              |                |               |                |        |                   |                  |                   |       |                  |
| Tolls                                                        |                |               |                |        |                   |                  |                   |       |                  |
| Parking                                                      |                |               |                |        |                   |                  |                   |       |                  |
| <b>TOTAL</b>                                                 |                |               |                |        |                   |                  |                   |       |                  |

**TOTAL ADVANCE REQUESTED: \$** \_\_\_\_\_

FINANCE WILL USE THIS FORM  
AS A VOUCHER

|                                                                                                                  |            |
|------------------------------------------------------------------------------------------------------------------|------------|
| Traveler's Signature _____                                                                                       | Date _____ |
| Approved by - Dept. Director or City Manager's Signature<br>(Dept. Directors need City Manager's approval) _____ | Date _____ |

\* Per Diem Allowances- See chart for high cost locations at [www.gsa.gov](http://www.gsa.gov)

|                        | Normal      | High Cost Area 1 | High Cost Area 2 | High Cost Area 3 | High Cost Area 4 | High Cost Area 5 |
|------------------------|-------------|------------------|------------------|------------------|------------------|------------------|
| Meal                   |             |                  |                  |                  |                  |                  |
| Breakfast              | \$7         | \$8              | \$9              | \$10             | \$11             | \$12             |
| Lunch                  | \$11        | \$12             | \$13             | \$15             | \$16             | \$18             |
| Dinner                 | \$18        | \$21             | \$24             | \$26             | \$29             | \$31             |
| Incidentals            | \$3         | \$3              | \$3              | \$3              | \$3              | \$3              |
| <b>TOTAL - per day</b> | <b>\$39</b> | <b>\$44</b>      | <b>\$49</b>      | <b>\$54</b>      | <b>\$59</b>      | <b>\$64</b>      |

**NOTE:**  
PER DIEM FOR MEALS INCLUDES TIPS/GRATUITIES  
INCIDENTALS ARE TIPS FOR PORTERS, BAGGAGE CARRIERS, BELLHOPS, HOTEL MAIDS, ETC

\*\* Reminder: To receive checks on 1st of the month, request must be in Finance by the 15th of previous month;  
For checks needed on the 15th, request must be in by the 30th of previous month

(REVISED 05/16/06)

TRAVEL  
MEALS

Name: \_\_\_\_\_

Department: \_\_\_\_\_

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

Time: \_\_\_\_\_

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

Time: \_\_\_\_\_

|           | Date | Breakfast | Lunch | Dinner | Incidentals | Total |
|-----------|------|-----------|-------|--------|-------------|-------|
| Sunday    |      |           |       |        |             | 0     |
| Monday    |      |           |       |        |             | 0     |
| Tuesday   |      |           |       |        |             | 0     |
| Wednesday |      |           |       |        |             | 0     |
| Thursday  |      |           |       |        |             | 0     |
| Friday    |      |           |       |        |             | 0     |
| Saturday  |      |           |       |        |             | 0     |
| TOTAL     |      | 0         | 0     | 0      | 0           | 0     |

Enter date and amount for the meals you are eligible for on that day.  
If free meals are part of the seminar or conference, write **included** under category.  
Please enter the time of departure and return in order to determine what meals you should be reimbursed for.

# **CITY OF ST. PETE BEACH TRAVEL EXPENSE FORM**

Complete this form after the conclusion of travel listing all business-related expenses. Submit to Finance within 15 days after completion of travel.

|                        |                                   |
|------------------------|-----------------------------------|
| Traveler/Title: _____  | Department: _____                 |
| Destination: _____     | Departure date: _____ Time: _____ |
| Purpose of trip: _____ | Return date: _____ Time: _____    |

|                                                                                                              |                     |
|--------------------------------------------------------------------------------------------------------------|---------------------|
| <b>LIST EMPLOYEE'S EXPENSES ONLY</b>                                                                         | <b>TOTAL AMOUNT</b> |
| Registration (ATTACH RECEIPT) _____                                                                          | \$ _____            |
| Lodging (ATTACH RECEIPT) _____ # days x _____ Rate _____ = _____                                             | \$ _____            |
| Meals: (ATTACH TRAVEL MEALS FORM) _____                                                                      |                     |
| TOTAL PER DIEM _____                                                                                         | \$ _____            |
| Transportation: (ATTACH RECEIPT) _____                                                                       |                     |
| Airfare _____ = _____                                                                                        | \$ _____            |
| Taxi _____ = _____                                                                                           | \$ _____            |
| Rental Car _____ = _____                                                                                     | \$ _____            |
| Mileage (use gsa.gov rates) _____ # miles x _____ = _____                                                    | \$ _____            |
| Miscellaneous (e.g., tolls, parking, business phone calls) Specify below and attach required receipts: _____ | \$ _____            |
| _____                                                                                                        | \$ _____            |
| _____                                                                                                        | \$ _____            |
| _____                                                                                                        | \$ _____            |
| _____                                                                                                        | \$ _____            |
| <b>TOTAL CITY EXPENSES</b>                                                                                   | <b>\$ _____</b>     |

**TOTAL CITY EXPENSES =** \_\_\_\_\_

P.O. / City Check payments Deduct (-) \_\_\_\_\_

City credit card payments Deduct (-) \_\_\_\_\_

Travel advances Deduct (-) \_\_\_\_\_

**BALANCE =** \_\_\_\_\_

**NOTE:**  
ATTACH COPY OF CREDIT CARD RECEIPTS;  
SEND ORIGINALS TO ACCOUNTS PAYABLE  
WITH CREDIT CARD BILL

If balance due to traveler is \$50.00 or less,  
reimburse through Petty Cash. If balance due  
is over \$50.00, Finance will issue a check  
using this report as a voucher.

I certify that the above is a true and accurate statement of my expenses incurred for business purposes:

|                                                                                                                      |            |
|----------------------------------------------------------------------------------------------------------------------|------------|
| Traveler's Signature _____                                                                                           | Date _____ |
| Approved by - Department Director or City Manager's Signature<br>(Dept Directors need City Manager's approval) _____ | Date _____ |



|                 |
|-----------------|
| Name:           |
| Account Number: |

## Account Number:

[illegible]

Date:

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

1  
\$

# CITY OF ST. PETE BEACH

## PROPERTY DISPOSITION/TRANSFER FORM

Division \_\_\_\_\_ City Tag Number \_\_\_\_\_

Item Description \_\_\_\_\_ Est. Purchase Price \_\_\_\_\_

Vehicle VIN# \_\_\_\_\_ Vehicle # \_\_\_\_\_

Reason for Disposition/Transfer Request (check one)

- \_\_\_\_\_ Item is in-operable/obsolete/worn-out
- \_\_\_\_\_ Item is in useful condition, but no longer needed by department
- \_\_\_\_\_ Item was lost or stolen (attache police report)
- \_\_\_\_\_ Other (Explain below)

Comments: (continue on attached sheet if necessary)

\_\_\_\_\_

\_\_\_\_\_

Recommended Action (check one)

- \_\_\_\_\_ Trade-in on new purchase
- \_\_\_\_\_ Send to auction (vehicles and heavy equipment)
- \_\_\_\_\_ Use for parts
- \_\_\_\_\_ Transfer to \_\_\_\_\_
- \_\_\_\_\_ Other (Specify) \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signatruue of Department Director

### **DEPARTMENT IS NOT TO WRITE BELOW THIS LINE**

- \_\_\_\_\_ Request Approved
- \_\_\_\_\_ Request Denied (Explain below)

\_\_\_\_\_

\_\_\_\_\_

Resolution Disposal Number \_\_\_\_\_

\_\_\_\_\_ Signature of Finance Director/Date \_\_\_\_\_ Signature of City Manager/Date

### **Action Taken**

|                                            |            |
|--------------------------------------------|------------|
| _____ Sent to Auction                      | Date _____ |
| _____ Item Disposed (attach disposal form) | Date _____ |
| _____ Removed from Fixed Assets            | Date _____ |



**CITY OF ST. PETE BEACH**

**PROPERTY DISPOSAL VERIFICATION FORM**

Division \_\_\_\_\_ City Tag Number \_\_\_\_\_

Item Description \_\_\_\_\_ Est. Purchase Price \_\_\_\_\_

On the date noted below, we the undersigned disposed of the asset noted above in  
in a Waste Services garbage truck or Waste Services Dumpster.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature/Date

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

**Issue Considered:** Ordinance 2011-15, Progress Energy Franchise Agreement

**Date:** May 24, 2011

**Prepared By:** Mike Bonfield, City Manager

**Summary of Issue:** Our franchise agreement with Progress Energy expires next month. The proposed agreement is for ten years and is similar in most provisions to the current agreement. In addition, the agreement is consistent with those recently entered into with other like jurisdictions, including a “favored nations” clause which states that should additional financial incentives be provided to other municipalities the agreement is subject to modification. The franchise fees paid to the City under this agreement are anticipated to be approximately \$1.3M for FY2012.

**Requested Motion:** “I move to approve Ordinance 2011-15 . . . (read title).”

**Attachments:** Ordinance 2011-15

## **ORDINANCE 2011-15**

**AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. A NON-EXCLUSIVE ELECTRIC UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF ST. PETE BEACH, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ENACTED BY THE COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA:**

### **SECTION 1. Findings.**

The City deems it necessary, desirable and in the interest of its citizens to establish by ordinance a right-of-way utilization franchise (sometimes referred to herein as the "Franchise") granting the Company permission to occupy the Rights-of-Way in the City of St. Pete Beach, Florida, for the purpose of providing electric services.

### **SECTION 2. Short Title.**

This ordinance shall be known and may be cited as the "Progress Energy Florida Right of Way Utilization Franchise."

### **SECTION 3. Definitions.**

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

- (A) "Adversely Affected"- For the Company, a loss of one percent (1%) of Base Revenues within the corporate city limits due to Retail Wheeling. For the City, a loss of one percent (1%) of franchise fees due to Retail Wheeling.
- (B) "Base Revenues" means all Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.
- (C) "Company" or "Grantee" – Florida Power Corp. d/b/a Progress Energy Florida Inc., its successors and assigns.
- (D) "City" or "Grantor" – The City of St. Pete Beach, Florida.

- (E) "Electric Energy Provider" means every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer, or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.
- (F) "Electric Utility" shall have the meaning set out in Section 366.02(2), *Florida Statutes* (2010), and shall also include every electric "Public Utility" as defined Section 366.02(1), *Florida Statutes* (2010). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or Country.
- (G) "Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.
- (H) "Franchise Area" means that area for which Company provides electric utility service within the corporate City limits of the City.
- (I) "Facilities" has the meaning as set forth in Section 4.
- (J) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (K) "Public Service Commission" means the Florida Public Services Commission.
- (L) "Rights-of-Way" - All of the public streets, alleys, highways, waterways, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- (M) "Retail Wheeling"- A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

#### **SECTION 4. Grant of Authority.**

(A) This grant of authority is limited to the provision by Company to place its Facilities within the Rights-of-Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, including but not limited to conduits, cables, poles, wires, supports and such other structures or appurtenances as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service (collectively the “Facilities”), provided that all portions of the same shall conform to accepted industry standards, including but not limited to the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside “Rights-of-Ways” as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the non-exclusive, but unrestricted right to place its Facilities within the Rights-of-Ways, the City expressly acknowledges and agrees that Company shall not be required to pull or pay for permits to perform any work maintenance activities on or related to its Facilities within the Rights-of-Ways.

(B) Annexation or Contraction. City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City will provide written notice to Company’s Annexation Coordinator, at the address provided below, within sixty (60) days of such approval and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows with the address subject to change:

Progress Energy  
Annexation Coordinator  
P. O. Box 33199  
St. Petersburg, FL 33733-8199  
Or by email to : [AnnexationRequests@pgnmail.com](mailto:AnnexationRequests@pgnmail.com)



Company must revise its payments due to any expansion or reduction by annexation within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Non-Exclusive Use. The Company's right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in the provision of electric energy and service, and the City reserves the right to grant to others the right to utilize the Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein.

#### **SECTION 5. Notice of Acceptance and Term of Franchise.**

This ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Council; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Council and shall signify its acceptance in writing within thirty (30) days after the City Council's approval of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this franchise within thirty (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind. The term of the Franchise granted herein shall be for a period of 10 years commencing on the Effective Date.

#### **SECTION 6. Payment to City.**

(A) Effective the first day of the second month beginning after the Effective Date of this ordinance, Town shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due Town for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder or to do business within the Franchise Area. Any franchise amounts that will be paid to the Town will be collected by the Company from Company's customers in the Franchise Area and passed through to the Town in the manner described herein. The Town expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause

shall be subject to interest calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amounts shall not accrue any interest during the pendency of any such dispute.

(C) The City acknowledges that all classifications and categories of customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

## **SECTION 7. Favored Nations.**

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the franchise fee payable under this ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly franchisee fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights-of-Way.

(C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights-of-Way or not utilizing Grantor's Rights-of-Way, Grantee's fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company.

## **SECTION 8. Grantor Rights.**

The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, or conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Franchise Agreement and any other ordinance or regulation adopted by the City relating to Company's rights to perform work in and/or occupancy of the Rights-of-Way as permitted hereunder, the rights under this Franchise Agreement shall govern and control.

#### **SECTION 9. Work In Rights-Of-Way.**

The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights-of-Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

#### **SECTION 10. Indemnification.**

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs that City may incur to the extent arising out of or resulting from the negligence, default, or misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 8(A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;  
\$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

## **SECTION 11. Records and Reports.**

(A) Company Rules and Regulations. The following records and reports shall be available to City upon City's reasonable request: copies of rules, regulations, terms and conditions adopted by Company that relate to Company's use of City's Rights-of-Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(B).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of franchise fees. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of two (2) years.

(E) Audit. City may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Agreement not more than once every two (2) years and then only for the preceding three years. Company will reimburse City's audit costs if the audit identifies errors in Company's franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of franchise fees has occurred due to the Company's error, interest will be calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to City's obligations in Section 4(B), within 90 days of the Effective Date of this Agreement, City shall provide to Company a report in a format acceptable to Company setting forth a listing of all addresses within the corporate limits of the City and annually thereafter a report identifying any changes to the address listing provided the previous year.

## **SECTION 12 Retail Wheeling.**

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between The Company

and The City. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pinellas County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

**SECTION 13. Severability.**

Should any section or provision of this Franchise ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

**SECTION 14. Governing Law and Venue.**

(A) This Franchise ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

**SECTION 15. Merger.**

This Franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

**SECTION 16. Notices.**

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Company observed holidays excepted. All notices shall be addressed as follows:

To City: \_\_\_\_\_

City Clerk  
155 Corey Avenue

To Company: \_\_\_\_\_

External Relations Department  
Progress Energy Services Company, LLC



St. Pete Beach, FL 33706  
Phone: (727) 363-9220  
Facsimile No.: (727) 363-9236

P.O. Box 14042  
St. Petersburg, FL 33733-4042  
Facsimile No.: (727) 820-5715

City Manager  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706  
Phone: (727) 363-9232  
Facsimile No.: (727) 363-9249

**SECTION 17. Non-Waiver Provision.**

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

**SECTION 18. Repealer And Superseding Provision.**

This ordinance shall supersede, as to the rights, privileges and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this ordinance. Ordinance Documentary No. 2001-20 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this ordinance, and none of the provisions of such repealed Ordinance Documentary No. 2001-20 and any amendments thereto shall have any further force and effect.

**SECTION 19. Dispute Resolution.**

The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies, they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

---

**Stephen D. McFarlin, MAYOR**

FIRST READING : \_\_\_\_\_

PUBLISHED : \_\_\_\_\_

SECOND READING : \_\_\_\_\_

PUBLIC HEARING : \_\_\_\_\_

**I, Rebecca Haynes, 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.**

\_\_\_\_\_  
**Rebecca Haynes, City Clerk**

\_\_\_\_\_  
Vincent M. Dolan, President & CEO  
Progress Energy Florida, Inc.

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of St. Pete Beach, Florida, only.

\_\_\_\_\_, 2010

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

**Issue Considered:** Ordinance 2011-16, Repealing Ordinance 2011-09 that authorized red light cameras in the city.

**Date:** May 24, 2011

**Prepared By:** Mike Bonfield, City Manager

**Summary of Issue:** The City Commission recently adopted Ordinance 2011-09 which would allow for the placement of red lights cameras throughout the city consistent with the provisions of state law. At a recent City Commission meeting Mayor McFarlin requested the repeal of this ordinance be placed on the agenda for consideration.

**Requested Motion:** “I move to approve Ordinance 2011-16 . . . (read title).”

**Attachments:** Ordinance 2011-16

CITY OF ST. PETE BEACH, FLORIDA  
ORDINANCE NO. 2011-16

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA REPEALING THE CITY OF ST PETE BEACH, FLORIDA ORDINANCE WHICH AUTHORIZED RED LIGHT CAMERAS IN THE CITY; REPEALING ORDINANCE 2011-09, WHICH ELECTED TO LOCALLY IMPLEMENT FLORIDA STATUTE 316.008 (8); AND WHICH PROVIDED FOR IMPLEMENTATION OF LAW OF FLORIDA 2010-80; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE; PROVIDING AUTHORITY TO RENUMBER AND CODIFY; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, red light cameras in the City of St. Pete Beach are unnecessary; and;

WHEREAS, such red light cameras may inhibit tourism and cause financial hardship to the residents and tourists of the City

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

Section 1.            Recitals. The above-listed "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2.            Election Not to Use Traffic Infraction Detectors. This City elects not to exercise its option under Florida Statute Section 316.008(8) to use traffic infraction detectors within its jurisdiction to enforce Sections 316.074(1) and 316.075(1)(c)1, Florida Statutes.

Section 3.           Repeal of Ordinance 2011-09. Ordinance 2011-09       is repealed.

Section 4.   Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect.

Section 5.   Effective Date. This ordinance shall take effect immediately upon its passage and approval, consistent with all requirements of general law.

Section 6.   Inclusion in Code. The provisions of this ordinance shall become and be made a part of the City Code of Ordinances and the sections of this ordinance may be renumbered and codified to accomplish this end.

Section 7.   Severability. If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts shall continue to be in full force and effect.

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

---

Steve McFarlin, Mayor

FIRST READING           : \_\_\_\_\_

PUBLISHED                : \_\_\_\_\_



SECOND READING : \_\_\_\_\_  
PUBLIC HEARING : \_\_\_\_\_

I, Rebecca Haynes, 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.

\_\_\_\_\_  
Rebecca Haynes, City Clerk

St. Pete Beach City Commission  
Agenda Report

Issue Considered: Authorize the City Manager to publish and send notices regarding a public hearing on June 28<sup>th</sup> 2011 to adopt an Annual Assessment Resolution for the Stormwater Utility.

Date: May 24, 2011

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: At the May 10<sup>th</sup> City Commission meeting the City's stormwater rate consultant, Woolpert Inc., presented their study findings. The next step is for City Commission to review and approve the implementation of these findings. The following is recommended:

1. The ERU established to be 3,813 square feet of impervious area with a percent impervious of 50%.
2. The ERU rate to be charged for stormwater utility fees for each ERU to be \$72.00/year for the Fiscal Year beginning October 1, 2011.
3. Eliminate exemptions from the stormwater assessment.

Under Ordinance 2009-30 the City is required to publicize and send notices regarding a public hearing in order to adopt an Annual Assessment Resolution for the Stormwater Utility. Due to timeline staff is proposing this public hearing be held on June 28<sup>th</sup> 2011. Resolution 2011-11 will be brought forward at this time for action so that a tax roll can be sent to the Pinellas County Property Appraiser's Office by July 1<sup>st</sup> 2011.

The Resolution No. 2010-08 notices are attached for reference. The notices for this year will be very similar.

Requested Motion: "I move to authorize the City Manager to publish and send notices regarding a public hearing on June 28<sup>th</sup> 2011 to adopt an Annual Assessment Resolution for the Stormwater Utility."

Attachments: Resolution No. 2010-08 Notices

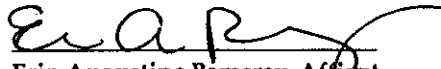
Reviewed by  
City Manager: \_\_\_\_\_

### AFFIDAVIT OF MAILING

BEFORE ME, personally appeared the undersigned affiant, who after being duly sworn depose and say:

- (1) Erin Augustine Pomeroy is Project Analyst of Ennead, LLC ("Ennead").
- (2) On or before February 2, 2010 and at the direction of the City Manager, Ennead mailed notices in accordance with City Resolution No. 2010-07, the Initial Assessment Resolution adopted by the City of St. Pete Beach, Ordinance No. 2009-30 of the City of St. Pete Beach, and Section 197.3632, Florida Statutes, by First Class U.S. Mail, to each owner of real property proposed for inclusion within incorporated area of the City of St. Pete Beach (as directed by Section 2.05 of the Initial Assessment Resolution), informing such owners of a public hearing to consider the imposition of special assessments for stormwater and the right to be heard at the public hearing, at the addresses then shown on the real property assessment tax roll database maintained by the Pinellas County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.
- (3) An exemplary form of such notice is attached hereto.

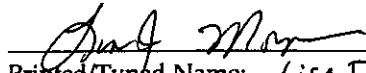
FURTHER AFFIANT SAYETH NAUGHT.

  
Erin Augustine Pomeroy, Affiant

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 3<sup>rd</sup> day of February 2010, by Erin Augustine Pomeroy. She is personally known to me or has produced Driver's License as identification and did take an oath.

(SEAL)

  
Printed/Typed Name: Lisa J Morgan  
Notary Public-State of Florida  
Commission Expires: 02 907271



[seq]

Public Services Department  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706



NOTICE OF HEARING TO IMPOSE AND TO  
PROVIDE FOR COLLECTION OF  
STORMWATER RELATED NON-AD VALOREM  
SPECIAL ASSESSMENTS IN THE  
CITY OF ST. PETE BEACH

[owner1]  
[owner2]  
[add1]  
[add2]  
[add3], [add4] [add5]

February 2, 2010

Property Number: [PIN]  
Property Address, if available: [situs]

Dear Property Owner:

The City of St. Pete Beach (the "City") is in the process of establishing a dedicated funding source for the City's stormwater management system. Provision of stormwater related services, facilities, and improvements will be funded in part by special assessments against property located within the City limits. The special assessments for each parcel of property are based on the benefits or burdens attributable to each parcel. Initially, the special assessment will only address fixed costs associated with assembling data and developing a means to share program costs equally among all tax parcels. Those program costs will then underwrite the costs associated with the future method to share allocation of variable operational and capital costs of stormwater services on an impervious area basis. A more specific description of the assessment program is set forth in the Stormwater Initial Assessment Resolution adopted by the City Commission on January 26, 2010.

A copy of the Initial Assessment Resolution, anticipated or frequently asked questions, and the preliminary stormwater assessment roll describing the assessments are available for your review at the offices of the City Clerk, located at City Hall, 155 Corey Avenue, St. Pete Beach, Florida or on the internet at:

<http://quicksearch.ennead-data.com/spbswu>

Information regarding the assessment for your specific property is included on the reverse side of this notice. The annual assessment will include your share of the collection costs of the assessments.

The City expects to collect approximately \$280,476.00 in the first year for the fixed program cost associated purposes described in this notice. The assessment is an annual assessment which will continue from year to year. Florida law requires that the City must inform you that failure to pay your assessment may result in foreclosure or the issuance of a tax sale certificate in the future. The City has the right to foreclose and collect delinquent assessments in any manner provided by law.

\* \* \* \* \* DO NOT SEND PAYMENT - THIS IS NOT A BILL \* \* \* \* \*



This is not a bill. Payment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2010. Until paid, the stormwater assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments shall become delinquent in the same manner for unpaid taxes.

The City is also considering the approval of a future approach to share variable costs based upon the impervious area of each tax parcel and intends to budget and direct the development of a working data base calculating or identifying impervious areas, a mitigation credit regime, and a means to consider reduction in future stormwater assessments to property owners with certain private stormwater mitigation facilities.

**Your property is considered one (1) tax parcel. For the City's fiscal year 2010-2011 the initial assessment will be used for program development, necessary studies and capital equipment representing only fixed program costs and will be shared equally by all non-exempt tax parcels at an annual rate of \$36.00 per tax parcel.**

The City Commission will hold a public hearing at 6:30 PM on February 23, 2010, in the City Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida, for the purpose of receiving comments on the proposed assessments. You are invited to attend and participate in the hearing. You may also file written objections with the City Commission prior to or during the hearing. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

If you have any questions, please contact the Public Services Department at (727) 363-9243.

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

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (727) 363-9220.

\* \* \* \* \* DO NOT SEND PAYMENT - THIS IS NOT A BILL \* \* \* \* \*



**St. Petersburg Times**  
Published Daily  
St. Petersburg, Pinellas County, Florida

STATE OF FLORIDA } S.S.  
COUNTIES OF Pinellas

Before the undersigned authority personally appeared B. Harr who on oath says that he/she is Legal Clerk of the *St. Petersburg Times* a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: NON AD VALOREM SPECIAL ASSESSMENTS was published in said newspaper in the issues of *Neighborhoods Times*, 1/31/2010.

Affiant further says the said *St. Petersburg Times* is a newspaper published at St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*B. Harr*

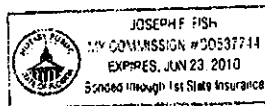
Signature of Affiant

Sworn to and subscribed before me  
this 2nd day of February A.D.2010

*Joseph F. Fish*  
Signature of Notary Public

Personally known ☒ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_



**CITY OF ST. PETE BEACH  
NOTICE OF HEARING  
TO IMPOSE AND PROVIDE FOR COLLECTION  
OF NON-AD VALOREM SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of St. Pete Beach, Florida, will conduct a public hearing to consider adoption of a final assessment resolution related to the City of St. Pete Beach (the "City") and its stormwater system. The stormwater final assessment resolution will provide for the imposition of special assessments, sometimes characterized as non-ad valorem assessments, against property located within City limits and collection of the assessments by the uniform method described in Section 3.01 of City Ordinance No. 2009-30. The hearing will be held at 6:30 PM on February 23, 2010 at City Commission Chambers, City Hall, 155 Corey Avenue, St. Pete Beach, Florida. Affected property owners have a right to appear at the hearing and file written objections with the City Commission within twenty (20) days of this notice.

The assessments have been proposed to fund stormwater related essential services throughout the City. The assessment for each tax parcel within the City will be based upon sharing certain fixed costs to establish and develop a fundamental service cost to provide stormwater related essential services, including capital equipment, for each parcel as of the date the assessments are imposed. A more detailed description of the stormwater related essential services and the method of computing the assessment for each tax parcel of property are set forth in the Initial Assessment Resolution adopted by the City Commission on January 26, 2010. Copies of the Initial Assessment Resolution and the preliminary Stormwater Service Assessment Report are available for inspection at the office of the City Clerk, located at City Hall, 155 Corey Avenue, St. Pete Beach, Florida or on the Internet at <http://quicksearch.cityofstpetebeach.com/apbswu>.

The City is also considering the approval of a future approach to variable costs based upon the impervious area of each tax parcel. The City intends to budget and direct the development of a working plan for calculating or identifying impervious areas; a mitigation program; and means to consider reduction in future stormwater assessments for property owners with certain private stormwater mitigation measures.

The initial Assessments will be for program development studies and capital equipment representing only fixed program costs. The costs will be shared equally by all non-exempt tax parcels at an amount that will not to exceed \$36 per tax parcel.

If you have any questions, please contact the Public Services Department at (727) 363-9243.

ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS FOR RECORDING AT HIS OR HER OWN EXPENSE.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (727) 363-9220.



1/31/2010

St. Pete Beach City Commission  
Agenda Report

Issue Considered: Waive the bid requirement and authorize the City Manager to enter into a purchase agreement with Kloote Contracting for \$87,862 for Alley Rehabilitation.

Date: 05/24/11

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steve Hallock, Public Services Director

Summary of Issue: Bids were received for Alley Rehabilitation on Jan. 14<sup>th</sup>, 2011. Kloote Contracting completed the first round of alleyway work for \$85,085. This was at a unit price of \$2.88/SF. The alleyway project has received positive community support and has provided improved drainage and a solid road surface along the alleys that have been completed.

Public Services personnel resurveyed the alleyway network and have identified additional locations that would benefit from the continuation of the project. Locations (all Alleys are N/S directional alleys) include (W) 21<sup>st</sup> -22<sup>nd</sup>, (E/W) 16<sup>th</sup> -17<sup>th</sup>, (E/W) 14<sup>th</sup> -15<sup>th</sup>, (E) 10<sup>th</sup> -11<sup>th</sup>, (E/W) 6<sup>th</sup> -7<sup>th</sup>, (E) 4<sup>th</sup> -5<sup>th</sup>, (W) 2<sup>nd</sup> -3<sup>rd</sup>. There is 31,281 SF of alleyway rehabilitation being proposed at a price of almost \$2.81/SF.

Requested Motion: "I move to waive the bid requirements and authorize the City Manager to enter into a purchase agreement with Kloote Contracting for \$87,862 for Alley Rehabilitation."

Attachments: Purchase Agreement

Reviewed by  
City Manager: \_\_\_\_\_



**CITY OF ST. PETE BEACH, FLORIDA**  
**PURCHASING AGREEMENT**  
*Alley Rehabilitation*

THIS AGREEMENT is hereby executed this 24 day of May, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Kloote Contracting, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than August 1<sup>st</sup>, 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 \$87,862, 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:

Kloote Contracting, Inc.  
P.O. Box 339  
Palm Harbor, FL 34682

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.

Kloote Contracting  
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY

David C. Kloote, President  
NAME, TITLE (typed or printed)

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

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

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

10/1/2004



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

**Issue Considered:** Amendment of City Manager's employment agreement

**Date:** May 24, 2011

**Prepared By:** Mike Bonfield, City Manager

**Summary of Issue:** My current employment agreement expires on January 27, 2012. There is a provision for the agreement to be extended for two additional years upon mutual agreement of the parties which has not been executed. I am hereby requesting the Employment Agreement be amended to remove a fixed term and instead provide a twelve month severance provision.

In addition, the notice for resignation in good standing changes from 90 days to 60 days.

All other provisions remain the same.

**Requested Motion:** "I move to approve the Amendment of City Manager Michael Bonfield's employment agreement."

**Attachments:** Agreement

## **AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT to the EMPLOYMENT AGREEMENT of the City Manager is made and entered into this 24th day of May 2011, by and between the CITY OF ST. PETE BEACH, State of Florida, a municipal corporation, hereinafter referred to as "City" and MICHAEL P. BONFIELD hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the City and Employee entered into an Employment Agreement dated December 20, 2002; and

WHEREAS, the term of the current Employment Agreement entered into on December 20, 2002 expires on January 27, 2012, and

WHEREAS, it is the desire of the City Commission with the approval of the City Manager to have the Term provision no longer be in effect; and

WHEREAS, it is agreed that the Severance provision of the Employment Agreement shall be adjusted to reflect that Employee shall be entitled to a lump sum payment equal to his salary and benefits for twelve (12) months; and

WHEREAS, it is agreed that the Resignation and Notice provision of the Employment Agreement shall be adjusted to reflect that Employee shall give sixty (60) days advance notice of his resignation, unless the parties otherwise agree, in writing; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Employment Agreement dated December 20, 2002 shall be amended to read as follows:

### **Section 2. Term: THIS SECTION IS NO LONGER IN EFFECT**

~~The term of the Employment Agreement is extended for a period of two years from January 28, 2010, the expiration of the current Contract, and will, therefore terminate on January 27, 2012. There may be an additional two (2) year option to be mutually agreed upon by both parties, in writing, on or before January 27, 2011.~~

### **Section 3. Termination, Severance Pay and Benefits:**

#### **B. SEVERANCE:**

2. If this Agreement is terminated for any reason, pursuant to the provisions of Section 3A above, except for the reasons set forth in sub-paragraph (1) or in the event of Employee's resignation without a resignation

Agreement, Employee shall be entitled to a lump sum payment equal to his salary and benefits for twelve (12) months.

3. In addition, Employee shall be entitled to compensation for accrued vacation and sick leave pursuant to the City's Personnel Policies and Procedures Manual. City shall pay and provide for the continuation of the insurance benefits provided in Section 11 of this Agreement at the prevailing rate for a period of twelve (12) months following the date of termination or until the Employee secures insurance benefits, whichever comes first.

C. RESIGNATION AND NOTICE:

Employee may resign without an Agreement. In the event that Employee voluntarily resigns his position of City Manager, he will not be entitled to any of the severance benefits described in Section 3 B, and Employee shall give sixty (60) days advance notice of his resignation, unless the parties otherwise agree, in writing.

IN WITNESS WHEREOF, the City of St. Pete beach has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTEST:

CITY OF ST. PETE BEACH

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

\_\_\_\_\_  
Steve McFarlin, Mayor

\_\_\_\_\_  
Michael P. Bonfield, Employee

APPROVED AS TO FORM:

\_\_\_\_\_  
Mike Davis, City Attorney