



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, September 27, 2011

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. Proclamation for Al Church**
 - b. Stormwater NPDES Permit Changes**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Approval of Minutes for the City Commission Meeting held September 14, 2011.**
 - b. Authorization for the City Manager and Police Chief to enter into an agreement with the Florida Department**

of Transportation accepting a pedestrian safety and education grant in the amount \$20,000.00 for FY2012.

5. Action Items

- a. Authorize the City Manager to enter into a purchasing agreement with TLC Diversified, Inc., for \$169,900, for the rehabilitation of Lift Station #4.**
- b. Authorize the City Manager to enter into a purchasing agreement with Enterprise Marine Contractors, Inc., for seawall repairs in the amount of \$47,954 at 77th Ave., 76th Ave. and 19th Ave.**

6. Ordinances

- a. Ordinance 2011-23, Final Reading and Public Hearing, setting the millage rate for Fiscal Year 2012**
- b. Ordinance 2011-24, Final Reading and Public Hearing, Budget Ordinance for FY 2012**
- c. Ordinance 2011-25, Final Reading and Public Hearing, providing for an amendment of Section 2-254 (b) (8) of the Appendix A fee schedule of the code of ordinances pertaining to charges for off duty police officers.**
- d. Ordinance 2011-26, Final Reading and Public Hearing, providing for the amendment of Sections 82-202(a)(1), 82-202(a)(2), 82-203(b)(1), 82-205 and 82-260 of the Appendix A Fee Schedule of the Code of Ordinances as set forth in Attachment A increasing the fees pertaining to parking pay station and metered parking decals and permits**
- e. Ordinance 2011-27, Final Reading and Public Hearing, amending Chapter 82, Article III, Division 2, Section 82-171 pertaining to an increase in fines for parking violations.**
- f. Ordinance 2011-28, Final Reading and Public Hearing, amending Section 38.7 of the City of St. Pete Beach City Code entitled "Elections Date of Commissioners," and providing an effective date.**
- g. Ordinance 2011-29, Final Reading and Public Hearing, adopting new City ordinances, modifying and repealing existing City ordinances so as to comply with Florida Chapter 2011-109 clarifying that no provisions of City code be inconsistent with Florida Statutes section 790.33 including revisions thereto as contemplated by Florida Chapter 2011-109.**

**h. Ordinance 2011-30, Final Reading and Public Hearing,
approving a Contingent Mediation Settlement
Agreement between Walter Sowa v. The City of St. Pete
Beach, Florida**

7. Resolutions

- a. Resolution 2011-17, reimbursement of expenses
incurred by Commissioner Beverly Garnett.**

8. Items for Discussion

- a. Workshop for preliminary consideration of the second
tier of stormwater special assessments to fund
variable costs associated with the delivery of
stormwater management services.**
- b. Installation of commercial linear light string strands
on 8th Avenue.**

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: Stormwater NPDES Permit Changes

Date: 09/27/2011

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: During this cycle year, FDEP has issued new and enhanced requirements for our stormwater NPDES Permit. The permit requirements following mandates set forth by the EPA. Public Education is a requirement of the NPDES Permit. By informing the Commission and residents of new requirements and changes to the permit, we fulfill a Public Education requirement and also provide valuable information about increasing demands of NPDES permitting.

Reviewed by
City Manager:

MB

CITY COMMISSION MEETING

September 14, 2011

6:00 PM

MINUTES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT

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

ALSO PRESENT

**City Manager Mike Bonfield
City Attorney Susan Churuti
Finance Director Elaine Edmunds
Administration Director Steve Hallock
Community Development Director Karl Holley
Senior Planner Catherine Hartley
City Clerk Rebecca C. Haynes**

1. Changes to the Agenda

City Manager Bonfield advised the Commission of the following changes under Presentations: postpone Item A., "Stormwater NPDES Permit Changes" to the September 27, 2011 regular meeting, add Item B., "Proclamation Honoring Marilyn Watt Allen", add Item C., "Introduction of New Employees".

Mr. Bonfield suggested the Commission proceed with audience comments and then address Items 6.B. and 6.C.

2. Presentations

b. Vice Mayor Garnett introduced Ms. Marilyn Watt Allen and presented her with a bouquet of flowers, donated by Mr. & Mrs. Garnett, and a

proclamation thanking her for her volunteer work cleaning Pass-A-Grille beaches and assisting visitors at the beach.

c. City Manager Mike Bonfield introduced Max Maxemow, Operations Manager in the Public Services Department and Todd Brien, Officer in the Police Department.

3. Audience Comments

Maria Urban, 3 Palms Point, spoke about hiring a firm to conduct an audit of the City's legal expenses.

Jim Anderson, 301 41st Avenue, spoke in support of the city contributing more to the pension funds and against tall buildings on the beach.

Brook Anderson, 301 41st Avenue, feels there is a lack of code enforcement in the City.

Debra Edny, 181 73rd Avenue, agreed with the issues mentioned by Mr. & Mrs. Anderson.

Mayor McFarlin closed audience comments.

Commissioner Shavlan responded that the City is currently taking steps to remedy unfunded liability by negotiating with the Police, Fire and General Pensions, and by setting aside additional funds above the required amount.

Mayor McFarlin addressed the issue of code enforcement and stated that he supports the Code Enforcement Board actions.

Commissioner Parent stated that he reviews the legal bills presented to the City every month and is comfortable with the charges.

4. Consent Agenda

a. Approval of Minutes for the City Commission Budget Workshops held August 2, August 3 and August 4, 2011; approval of the Minutes for the City Commission Regular Meeting held August 9, 2011; approval of Minutes for the City Commission Workshop and Regular meeting held August 23, 2011.

b. Authorization for the City Manager to enter into a memorandum of understanding agreement with the Pinellas County Sheriff's Office for FY 2012 policy records management and police report services.

c. Authorization for the Mayor, City Manager and Police Chief to enter into a memorandum of understanding agreement with the Pinellas County

Sheriff's Office Child Protection Investigations Division (CPID). The agreement provides for inter-agency cooperation, collaboration and sharing of appropriate information involving allegations of child abuse or neglect and recognizes operations protocols for joint investigations of abuse reports involving both criminal and dependency allegations.

d. Authorization for the City Manager to enter into an agreement with the Pinellas County Sheriff's Office for FY 2012 forensic crime scene and latent print processing, property and evidence storage in the amount of \$24,793.08.

Vice Mayor Garnett made a motion to approve the Consent Agenda as written. Commissioner Parent seconded the motion.

The motion was unanimously approved by roll call vote.

6. b. Ordinance 2011-23, First Reading and Public Hearing; an Ordinance of the City of St. Pete Beach, Florida adopting a final millage rate for the fiscal year ending September 30, 2012 and providing for an effective date.

City Manager Bonfield advised that the Finance & Budget Review Committee recommended the roll back rate.

Commissioner Parent made a motion to approve Ordinance 2011-23, an ordinance of the City of St. Pete Beach, Florida, adopting a final millage rate for the fiscal year ending September 30, 2012 providing for an effective date.

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

Section 1. That a millage levy of 2.8569 general and operative levy and 0.0895 debt service levy is hereby fixed and adopted for the fiscal year of the City ending on September 30, 2012 and shall be placed upon the total taxable assessed valuation of property of any kind liable for and subject to taxation by the City of St. Pete Beach, Florida, including real and personal property, lying within the City of St. Pete Beach, Florida.

Section 2. Said monies as raised by the levy of 2.8569 mills, estimated at \$5,456,522 shall be used for the general operation of the City of St. Pete Beach including, but not limited to, salaries, insurance and energy costs and transfers for capital projects for the afore-mentioned fiscal period.

Section 3. Said monies as raised by the levy of 0.0895 mills, estimated at \$171,537 shall be used to pay debt service on the general obligation bonds issued by the City for the Police Building.

Section 4. The operating millage rate is equal to the roll-back rate, computed pursuant to the TRIM Act (Section 200.065(1) Florida Statutes) which represents an equivalent amount in property tax collections as the previous year.

Section 5. That a certified copy of this ordinance shall be forwarded to the Tax Assessor of Pinellas County, Florida, together with a request that the aforementioned levies be made by his/her office on behalf of the City of St. Pete Beach for the Fiscal Year 2011-2012.

Section 6. This ordinance shall become effective immediately upon its final passage.

The motion was seconded by Commissioner Shavlan.

Mayor McFarlin opened the meeting to audience comments. Hearing none, Mayor McFarlin asked for Commission discussion.

Commissioner Halpern presented an article from the newspaper giving a breakdown of Pinellas County taxes. He spoke in favor of reducing the rate to 2.8102.

Mayor McFarlin noted that City of St. Pete Beach taxes are a small portion of the entire county tax bill.

Vice Mayor Garnett commented that she would like the residents to know City officials and staff members have worked very hard to keep these rates as low as possible in order to provide the services they presently provide.

Commissioner Parent asked Finance Director Edmunds if the City can meet its commitment of 25% toward reserves if the lower rate is adopted.

Finance Director Edmunds noted that she believes the City can meet the commitment of 25% using 2.8102 millage rate.

Commissioner Shavlan stated the amount of income the City is generating is less 2006 levels.

Commissioner Halpern agreed that the maximum amount of cuts have been made.

Commissioner Parent amended his motion on Ordinance 2011-23 to reduce the millage levy from 2.8569 to 2.8102 in Section 1 and Section 2. The amended motion was seconded by Commissioner Shavlan.

The motion was approved by unanimous roll call vote.

6. c. Ordinance 2011-24, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida; adopting a budget for the fiscal year ending September 30, 2012; providing appropriations, providing for an effective date.

City Manager Bonfield explained that the total budget for the fiscal year 2011-2012 is \$22,778,461 of which the general fund is \$14,712,754.

The most significant increase in expenditures is the addition of \$450,000 to the capital improvement program that covers such projects as the marina permitting, the Pass-a-Grill Way preliminary engineering and the Corey Avenue beautification upgrade.

Vice Mayor Garnett moved that Ordinance 2011-24, an ordinance of the City of St. Pete Beach, Pinellas County, Florida; adopting a budget for the fiscal year beginning October 1, 2011 and ending September 20, 2012; providing appropriations; providing for an effective date, be approved on First Reading. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin asked for audience comments. Hearing none, Mayor McFarlin asked for Commission discussion. There being no discussion, Mayor McFarlin asked the City Clerk for roll call.

The motion was unanimously approved by roll call vote.

5. Action Items

a. Authorize the City Manager to close the 300 block of Corey Avenue on Sundays for the Corey Fresh Market in St. Pete Beach.

City Manager Bonfield explained that the application was submitted by the Corey Avenue Business Association for street closure through May, 2012.

Jeff Jansen, President of the Corey Avenue Business Association, addressed the Commission and explained their plans for the Sunday Morning Market.

Commissioner Halpern made a motion to authorize the City Manager to close the 300 block of Corey Avenue on Sundays for the Corey Fresh Market in St. Pete Beach. The motion was seconded by Commissioner Parent.

The motion was unanimously approved by roll call vote.

6. Ordinances

A. Ordinance 2010-18, First Reading and Public Hearing establishing Division 40 and amending Divisions 23 and 26 of the Land Development Code to provide development standards for the Community Redevelopment District 8th Avenue and amending the Official Zoning Map of the City to assign the Community Redevelopment District-Eighth Avenue zoning to the subject property.

Senior Planner Catherine Hartley explained that the Planning Board heard this ordinance in August, 2010. It was presented to the Commission in October but there was no action taken at that point.

Staff held a workshop with the Planning Board and the Historic Preservation Board in December and it was decided to amend the Special Area Plan to accommodate the issues that were raised.

After Commission discussion, the following changes were made:

Section 40.7. Setbacks

For structures that front 8th Avenue:

Front Yard: When new construction is proposed and no structures exist on either side (east or west of) of the proposed structure, the structure can be set back between 0 and 2 feet from the front property line. A maximum of 15 feet of the frontage can be set back up to 7 feet in order to accommodate recessed doorways.

When there are existing structures on either side of the proposed structure, then the proposed building frontage shall be in line with the adjacent buildings. In the event the adjacent buildings are not set back the same distance from the front property line, then the proposed structure may be built to the average frontage of the two adjacent buildings. For the purposes of this section, adjacent shall mean those properties abutting one another and not separated by any street or alley. No more than 15 feet of the frontage may be set back from the frontage line to accommodate recessed doorways.

Marquees, canopies, colonnades, arcades, or fixed awnings may project over the public right of way on 8th Avenue, provided such projection does not extend over the curb line, subject to a development and right of way use agreement with the City, approved by the City Commission. The second story of the primary structure may extend over the public right of way, provided such projection does not extend over the curb line, subject to a development and right of way use agreement with the City, approved by the City Commission. That portion of the second story which projects

over the right of way may be enclosed by solid walls and windows or may be a roofed and screened porch or open balcony.

The third story of the primary structure may extend over the public right of way, provided such projection does not extend over the curb line, subject to a development and right of way use agreement with the City, approved by the City Commission. The third story shall not be enclosed by solid walls and windows but it may be a roofed and screened porch or open balcony.

Secondary front yard: None. Structures shall not project over alleys.

Side yard: None

Rear yard: 10 feet minimum. Parking may be placed in the rear setback.

For structures that front Pass-a-Grille Way, Gulf Way, or 9th Avenue:

Front yard: 0' minimum, 7' maximum; Marquees, canopies, colonnades, arcades, or fixed awnings may project over the public right of way, provided such projection does not extend over the curb line, subject to a development and right of way use agreement with the City, approved by the City Commission.

That portion of the second story which projects over the right of way may be enclosed by solid walls and windows or may be a roofed and screened porch or open balcony.

The third story of the primary structure may extend over the public right of way, provided such projection does not extend over the curb line, subject to a development and right of way use agreement with the City, approved by the City Commission. The third story shall not be enclosed by solid walls and windows but it may be a roofed and screened porch or open balcony.

Secondary front yard: 0' minimum, 7 feet maximum; Marquees, canopies, colonnades, arcades, or fixed awnings may project over the public right of way, provided such projection does not extend over the curb line. Structures may not project over alleys.

Side yard: None

Rear yard: 10 feet minimum. Parking may be placed in the rear setback.

The Commission agreed to the changes recommended by City Attorney Churuti and recommended that staff amend the Special Area Plan to allow for Single

Family Residential with at least a ten foot setback on Pass-a-Grille Way. Vice Mayor Garnett suggested staff consider amending the temporary lodging limit from 30 units per acre to 50 units per acre.

Vice Mayor Garnett moved to approve Ordinance 2010-18, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendments to the Land Development Code; adding a new Division 40 and amending Divisions 23 and 26 to implement the Eighth Avenue Community Redevelopment District, as written in Exhibit "A" attached hereto; amending the official zoning map as illustrated in Exhibit "B" attached hereto and adopted herein; 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. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Ralph Lickton, 1706 Pass-a-Grille Way, representing Mr. Hollenbeck and informally speaking for Mr. Feinberg, suggested that the ordinance read "arcade/colonnade should be no closer than 18 inches to the curb." He also suggested a small overhang on the second and third levels.

Dave Fineburgh, 102 8th Avenue, suggested a seven to ten foot setback along Pass-A-Grille Way to give it more of a residential look. He also suggested giving property owners the option of an open porch or closed living area on the second floor.

David Bacon, Esquire, 2959 First Avenue North, St. Petersburg who represents Tom & Pat Black, owners of the property at 804 Pass-A-Grille Way, a single family structure, stated to the Commission that any change to the ordinance will affect their property.

Community Development Director Karl Holley stated that 804 Pass-a-Grille Way is already zoned Residential Office Retail (ROR). The amendment would modify the zoning from its present zoning of ROR to the Commercial Residential District-Eighth Avenue Zoning. The Black property is currently a non-conforming use.

After further Commission discussion, Mayor McFarlin re-opened the meeting to audience comments.

Ralph Lickton stated he believes they are now on the right track.

Mayor McFarlin asked if anyone would like to amend the pending motion.

Vice Mayor Garnett moved to amend her original motion to include the changes written by City Attorney Susan Churuti, changes in the setback on

Eighth Avenue and deletion of the seven foot setback on the third floor. The amended motion was seconded by Commissioner Shavlan.

The motion was unanimously approved by roll call vote.

d. Ordinance 2011-25, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for an amendment of section 2-254 (b) (8), of the appendix: a fee schedule of the code of ordinances as set forth in attachment A to this ordinance; pertaining to charges for off-duty police officers; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict therewith, to the extent of such conflict, and providing for an effective date.

City Manager Bonfield explained the increased rates offset the maintenance costs such as cleaning streets and beaches after an event.

Finance Director Edmunds noted the monies are deposited into the General Fund budget.

Commissioner Parent moved to approve Ordinance 2011-15, an ordinance of the City of St. Pete Beach, Florida providing for an amendment of section 2-254 (b) (8), of the appendix: a fee schedule of the code of ordinances as set forth in attachment A to this ordinance; pertaining to charges for off-duty police officers; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict therewith, to the extent of such conflict, and providing for an effective date. The motion was seconded by Commissioner Halpern.

The motion was unanimously approved by roll call vote.

e. Ordinance 2011-26, First Reading and Public Hearing, providing for the amendment of Sections 82-202(a)(1), 82-202(a)(2), 82-203(b)(1), 82-205 and 82-260 of the Appendix A Fee Schedule of the Code of Ordinances as set forth in Attachment A increasing the fees pertaining to parking pay station and metered parking decals and permits.

City Manager Bonfield commented that resident or specific employee parking decals will increase to \$25.00, non-resident parking decals will increase to \$125.00, parking meter rates at pay stations will increase to \$1.50 per hour or \$12.00 per day, and parking permits will increase to \$12.00 per day.

Commissioner Halpern moved to approve Ordinance 2011-26, providing for the amendment of Sections 82-202(a)(1), 82-202(a)(2), 82-203(b)(1), 82-205 and 82-260 of the Appendix A Fee Schedule of the Code of Ordinances as set forth in Attachment A increasing the fees pertaining to parking pay

station and metered parking decals and permits. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Trinity Anzur, college student, commented on the increase in fees and requested information to complete a class assignment. Finance Director Edmunds met with Ms. Anzur and answered her questions.

Mayor McFarlin called for Commission comments. There being no Commission comments, Mayor McFarlin asked the Clerk for roll call.

The motion was unanimously approved by roll call vote.

f. Ordinance 2011-27, First Reading and Public Hearing, amending Chapter 82, Article III, Division 2, Section 82-171 pertaining to an increase in fines for parking violations.

City Manager Bonfield noted the increase in parking fines as follows: overtime parking to \$30.00, improper parking to \$30.00, double parking remains the same at \$40.00, no parking zone to \$30.00, motor running unattended to \$30.00, keys in ignition to \$30.00, other violations to \$30.00, parking in space reserved for disabled persons remains at \$255.00, parking in front of fire hydrant remains at \$100.00 and restricted to specific permit parking remains at \$40.00.

Vice Mayor Garnett moved to approve Ordinance 2011-27, amending Chapter 82, Article III, Division 2, Section 82-171 pertaining to an increase in fines for parking violations. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments. There were no audience comments.

Mayor McFarlin called for Commission comments. There being no Commission comments, Mayor McFarlin asked the Clerk for roll call.

The motion was unanimously approved by roll call vote.

g. Ordinance No. 2011-28, First Reading and Public Hearing, amending Section 38.7 of the City of St. Pete Beach City Code Entitled "Elections Date of Commissioners," and Providing an Effective Date.

City Manager Bonfield explained that the ordinance allows flexibility in setting the election date depending on the date the State chooses for the Presidential Preference Primary election.

Commissioner Shavlan moved to approve Ordinance 2011-28, amending Section 38.7 of the City of St. Pete Beach City Code Entitled "Elections Date of Commissioners," and Providing for an Effective Date. The motion was seconded by Commissioner Halpern.

Mayor McFarlin called for audience comments. There were no audience comments.

Mayor McFarlin called for Commission comments. There being no Commission comments, Mayor McFarlin asked the Clerk for roll call.

The motion was unanimously approved by roll call vote.

h. Ordinance 2011-29, First Reading and Public Hearing, adopting new City ordinances, modifying and repealing existing City ordinances so as to comply with Florida Chapter 2011-109 clarifying that no provisions of City code be inconsistent with Florida Statutes section 790.33 including revisions thereto as contemplated by Florida Chapter 2011-109.

City Manager Bonfield noted the deadline for complying with the state mandated firearm regulations is October 1, 2011.

Commissioner Parent moved to approve Ordinance 2011-29, adopting new City ordinances, modifying and repealing existing City ordinances so as to comply with Florida Chapter 2011-109 clarifying that no provisions of City code be inconsistent with Florida Statutes section 790.33 including revisions thereto as contemplated by Florida Chapter 2011-109. The motion was seconded by Vice Mayor Garnett.

Mayor McFarlin called for audience comments. There were no audience comments.

Mayor McFarlin called for Commission comments. There being no Commission comments, Mayor McFarlin asked the Clerk for roll call.

The motion was unanimously approved by roll call vote.

i. Ordinance 2011-30, First Reading and Public Hearing, approving a Contingent Mediation Settlement Agreement between Walter Sowa v. The City of St. Pete Beach, Florida

City Attorney Churuti explained that the lawsuit, pending against the City of St. Pete Beach since 2007, challenged a building permit and the settlement requires Commission approval by ordinance after holding a public hearing.

Commissioner Parent moved to approve Ordinance 2011-30, approving a Contingent Mediation Settlement Agreement between Walter Sowa v. The City of St. Pete Beach, Florida. The motion was seconded by Vice Mayor Garnett.

Mayor McFarlin called for audience comments. There were no audience comments.

Mayor McFarlin called for Commission comments. There being no Commission comments, Mayor McFarlin asked the Clerk for roll call.

The motion was unanimously approved by roll call vote.

7. Resolutions

a. Resolution 2011-16, adopting the updated Pinellas County Local Mitigation Strategy (LMS) plan.

City Manager Bonfield explained that the adoption of the plan will allow Pinellas County to receive federal funding to help control the increasing costs of disaster related expenses. The decreased costs can then be passed on to residents within Pinellas County. Each municipality within the county is required to individually approve the plan.

Vice Mayor Garnett moved to approve Resolution 2011-16, adopting the updated Pinellas County Local Mitigation Strategy (LMS) plan. The motion was seconded by Commissioner Parent.

The motion was unanimously approve by roll call vote.

8. Items for Discussion

Commissioner Parent requested the wording on the LED sign located at City Hall advertising the Friday night concerts specify the date and time of the events.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield noted that the Planning Board will meet on Thursday, September 22 at 4:00 p.m. to review the Land Development Code; the 5th Annual October Concert in the Park series is scheduled through October at 7:00 p.m.; the Corey Avenue traffic study is scheduled for October 4 at 6:00 p.m.; Horan Park improvements are on track; and staff is working with Florida Department of Transportation (FDOT) re: medians. Mr. Bonfield stated that items scheduled for the next Commission meeting include a storm water presentation, a pedestrian safety grant, second readings on the ordinances from tonight's agenda, a

workshop on the second tier storm water rates, and award of bids on Lift Station #4 and 21st Avenue Bridge Pile Repair.

Vice Mayor Garnett asked the purpose of placing the yellow barriers in front of storm water drains and City Manager Bonfield replied that they were to catch debris from the pedestrian island construction during a rainstorm. Vice Mayor Garnett reported that Pass-A-Grille will celebrate its 100th Anniversary on October 22 from 5:00 p.m. to 8:00 p.m. She commented on the patio rental by the Suntan Committee and encouraged everybody to support their local merchants.

Commissioner Shavlan noted he will try to attend the Pension Board meetings on Thursday. He reported that the Beach Palooza event is scheduled for November 5 at the Alden Hotel.

Commissioner Parent reported that he will attend the upcoming Police Pension Board meeting. He commented on the unsightly weed condition at the Paradise Grille. Commissioner Parent mentioned the October Concert in the Park series and stated that a Spring concert series for seniors is scheduled on a monthly basis from February through May, 2012, at the Recreation Center. He commented on alley maintenance and the format for a calendar on the City's website.

Commissioner Halpern stated he was disappointed the two Corey Avenue based markets did not negotiate a better schedule to hold their open markets. He commented on an article in The Neighborhood Times regarding property permits.

Mayor McFarlin requested Commissioners drive by Corey Avenue and consider the height of trees they want to plant during the renovation.

10. Adjournment

There being no further business to come before the Commission, the meeting was duly adjourned at 9:30 p.m.

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization for the City Manager and Police Chief to enter into an agreement with the Florida Department of Transportation accepting a pedestrian safety and education grant in the amount \$20,000.00 for FY2012.

Date: September 27, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: The finance department recently applied and was awarded a Florida Department of Transportation pedestrian safety and education grant in the amount of \$20,000.00 for FY12. The non matching grant will reimburse the overtime costs associated police officers' assigned to the St. Pete Beach Police Department Pedestrian Safety Education Program up to \$15,000.00. The grant will also reimburse up to \$5000.00 the costs associated with the purchase of related educational and promotional items.

Requested Motion: "I move to authorize the City Manager and Chief of Police to enter into an agreement with the Florida Department of Transportation accepting a pedestrian safety and education grant in the amount of \$20,000.00"

Attachments: FDOT Agreement

**Reviewed by
City Manager:** MB

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Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

Statement Of Problem:

The City of St. Pete Beach, a busy resort barrier island is located in Pinellas County on the Gulf of Mexico at 27°43'29"N, 82°44'31"W. The non-transient population is 10,000 +; however the total population nearly quadruples seasonally and during weekends and holidays. Within the City there are elementary schools, numerous churches, 38 acres of public parks and 4.5 miles of public beaches. The City also contains a system of canals, marinas, bridges, causeways and single family residences. The main boulevard (SR 699) is lined with hotel/motel lodging, bars, restaurants, residential condominiums, and a retail business district consisting of shops, restaurants, a movie theater and governmental facilities. The City of St. Pete Beach has been and continues to be an increasingly popular major tourist destination. The City is home to the prestigious Don Ce Sar Hotel, a facility that hosts many domestic and international tourists as well as state and federal dignitaries including the President of the United States.

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

In the State of Florida pedestrian crashes account for less than 2% of all crashes but make up 7.5% of all severe crashes and 24% of all fatal crashes. Pinellas County records 3.24 deaths per 100,000 people while the national average for pedestrian fatalities is at 1.59 deaths per 100,000 people.

According to the 2006-2010 FDOT Highway Safety Matrix Ranking of the 124 Florida cities having a population of 3000-14,999 St. Pete Beach ranks as the tenth worst based on pedestrian related fatal and injury crashes. The matrix also indicates St. Pete Beach ranking as the thirty third worst of the 124 cities for bicycle related crashes involving fatalities and injuries.

While overall traffic enforcement through citations, warnings, directed and visible patrols remain an important component of the St. Pete Beach traffic safety strategy the St. Pete Beach Police Department recognizes the serious need to deploy an education and enforcement program aimed solely at pedestrian and bicycle safety.

Due to the current budget constraints within the City, sufficient funding is not available.

Proposed Solution:

The City of St. Pete Beach is requesting an award of \$20,000 that will fully fund the overtime costs associated with police personnel and the purchase of educational materials needed to implement a successful pedestrian and bicycle safety campaign. The primary focus of the project will be raising awareness of pedestrian safety issues and reducing the number of auto / pedestrian accidents within the City.

Officers assigned to the pedestrian safety program will target enforcement at crosswalks, issue citations and distribute related educational materials to both offenders and those in compliance of the pedestrian and bicycle laws.

The St. Pete Beach Police Department will conduct the following pedestrian - bicycle safety educational and enforcement events throughout fiscal year 2012 upon receipt of the award:

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

October - Operation PUMPKIN - Police Unite Making Presence Known In Neighborhoods.
 October - Operation GHOST - Going Home On Safe Trails.
 November - Operation TURKEY - Traffic Understanding Redlight Knowledge Each Year.
 December - Operation GIFTS - Giving Information For Traffic Safety.
 December - Quarterly Meeting to review results of pedestrian safety campaign.
 January - Operation START - Safe Traffic Across Roadways Tonight.
 February - Operation HEARTS - Having Everyone Act Responsibly Towards Safety.
 March - Operation GREEN - Giving Residents Enforcement Education News.
 March - Quarterly Meeting to review results of pedestrian safety campaign.
 April - Operation SPRING - Splattered Pedestrians Really Is Not Glamorous.
 May - Safety Day Event- bicycle helmet fitting & pedestrian awareness education.
 June - Operation VACATIONS - Vehicular Accidents Creates Attention To Important Overall Neighborhood Safety.
 June - Quarterly Meeting to review results of pedestrian safety campaign.
 July - Operation SPARKLER - Splattered Pedestrians Across Roadways Kills Local Economic Rates.
 August - Operation SCHOOL - Safe Crossings Help Officers Oversee Littleones.
 September - Operation LOVE - Learning Overall Valueable Enforcement.
 September - Quarterly Meeting to review results of pedestrian safety campaign.

St. Pete Beach Police Department will conduct evaluation activities to measure outcomes and verify completion of objectives by daily tracking of citations, all crashes, arrests, criminal activity and monitoring same for quantitative and qualitative results.

Crash patterns involving pedestrians and bicyclists will be identified and addressed through monitoring of specific problem areas targeted by the officers assigned to the pedestrian safety program through the submission of daily activity reports.

Quarterly meetings will be held to include community input/feedback, addressing successful achievements of goals and objectives and further areas in need of improvement or modification of the pedestrian safety campaign.

The increased enforcement and education efforts created by this award will result in fewer crashes involving pedestrians and bicyclists and will create a much needed solution that will provide a more efficient path to the ultimate goal in making St. Pete Beach a safer place to travel, visit and live.

Objectives:

1. Conduct a media event to announce the funding of the St. Pete Beach Police Department Pedestrian and Bicycle Safety Campaign and publicize our continued partnership with FDOT.
2. Deploy St. Pete Beach Police Officers at crosswalks, in neighborhoods, school zones, construction sites, dangerous areas, or any other appropriate location to monitor traffic, issue citations, promote compliance with pedestrian and bicycle safety laws and disseminate related educational materials.
3. Conduct monthly named pedestrian and bicycle safety enforcement and educational events throughout the City to promote and maintain pedestrian and bicycle safety awareness.

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

4. Gather and analyze all data related to pedestrian and bicycle crashes from daily reports; continue to implement systematic and vigorous traffic law enforcement; and evaluate of pedestrian - bicycle safety programs for effectiveness

5. Hold quarterly meetings to seek community input/feedback, address concerns, review achievements of goals and objectives and discuss areas in need of improvement or modification to the ongoing pedestrian safety campaign.

6. Improve the City of St. Pete Beach matrices rankings in pedestrian and bicycle categories as calculated and reported in the 2006-2010 FDOT Highway Safety Matrix Ranking of the 124 Florida cities having a population of 3000-14,999 to be more in line with and or better than area cities with similar population and traffic flows.

7. Continue participation in FDOT enforcement waves and enforcement campaigns.

8. Continue to form and further develop partnerships with local, county and state governmental entities, including the Pinellas County Community Traffic Safety Team, and similar associations.

9. Will use this grant cycle to establish a base line number of citation written for pedestrian/bicycle violations to use to measure effectiveness of the program for subsequent years.

Evaluation:

To gauge the effectiveness of the project the St. Pete Beach Police Department will continue to deploy officers to areas where pedestrian and bicycle safety is a concern, conduct evaluation activities to measure outcomes and verify completion of objectives by daily tracking of traffic patterns, citations, all pedestrian and bicycle crashes monitoring same for quantitative and qualitative results.

Pedestrian and bicycle related crash patterns will continue to be identified and addressed through close monitoring of specific problem areas targeted by the officers assigned to the pedestrian safety campaign through the submission of daily activity reports.

Continued analysis and monitoring of community input/feedback to the project, addressing successful achievements of goals and objectives and identifying further areas in need of improvement or modification will insure success of the St. Pete Beach Pedestrian Safety Education Program.

Milestones	Timetable for Milestones											
	1 st Quarter			2 nd Quarter			3 rd Quarter			4 th Quarter		
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Media announcement of the pedestrian safety campaign grant and to publicize our partnership with FDOT	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
October Safety Events: Launch Operation PUMPKIN: Police Unite Making Presence Known In Neighborhoods. Operation GHOST: Going Home On Safe Trails	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
November Safety Events: Operation TURKEY: Traffic Understanding Redlight Knowledge Each Year.	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
December Safety Events: Educational Event GIFTS: Giving Information For Traffic Safety Quarterly Meeting	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
January Safety Events: New Years Night- Operation START: Safe Traffic Across Roadways Tonight	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐
February Safety Events: Operation HEARTS: Having Everyone Act Responsibly Towards Safety.	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐
March Safety Events: Operation GREEN: Giving Residents Enforcement Education News. Quarterly Meeting	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐
April Pedestrian Safety Events: Operation SPRING: Splattered Pedestrians Really Is Not Glamorous.	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐
May Safety Events: Safety Day Event- bicycle helmet fitting & pedestrian awareness education.	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
June Safety Events: Quarterly Meeting Operation VACATIONS: Vehicular Accidents Creates Attention To	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐

Important Overall Neighborhood Safety.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
July Safety Events:	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐
Operation SPARKLER:	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Splattered Pedestrians Across Roadways	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Kills Local Economic Rates.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
August Safety Events:	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Operation SCHOOL:	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Safe Crossings Help Officers Oversee	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐
Littleones.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
September Safety Event	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒
Quarterly Meeting	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒
Operation LOVE:	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒
Learning Overall Valueable Enforcement	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒
Continue participation in FDOT enforcement waves and enforcement campaigns	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒
Improve the City of St. Pete Beach matrices rankings in the bicycle - pedestrian catagories as calculated and reported by 2006-2010 Highway Safety Matrix Ranking of the 124 Florida cities having a population of 3000-14,999 to be more in line with and or better than area cities with similar population and traffic flows	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒
Gather and anylize all data related to pedestrian crashes and maintain community bicycle - pedestrian safety awareness	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒

Part III: PROJECT DETAIL BUDGET

Project Title: St. Pete Beach Police Department Pedestrian Safety Program

Project Number: PS-12-08-14

Contract Number: _____

Each budget category subtotal listed below cannot be exceeded. All individual line item costs are estimates, and the State Safety Office may approve monetary shifts between line items, not to exceed the subtotal of each budget category.

BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services				
Overtime for St. Pete Beach Police Officers' to support pedestrian - bicycle safety campaign throughout fiscal year 2012	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$15,000	\$15,000	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$15,000	\$15,000	\$ 0	\$ 0
B. Contractual Services				
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0
C. Expenses				
Educational/Promotional	\$5,000	\$5,000	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
	\$ 0	\$0	\$0	
Subtotal	\$5,000	\$5,000	\$ 0	\$ 0

Budget Modification Number: _____
Effective Date: _____

Project Title: St. Pete Beach Police Department Pedestrian Safety Program

Project Number: PS-12-08-14

Contract Number: _____

Each budget category subtotal listed below cannot be exceeded. All individual line item costs are estimates, and the State Safety Office may approve monetary shifts between line items, not to exceed the subtotal of each budget category.

Budget Modification Number: _____
Effective Date: _____

BUDGET NARRATIVEProject Title: St. Pete Beach Police Department Pedestrian Safety ProgramProject Number: PS-12-08-14

Contract Number: _____

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

The City of St. Pete Beach is applying for this \$20,000 grant to fund the St. Pete Beach Police Officers' overtime costs and purchase of related pedestrian - bicycle safety materials to support the St. Pete Beach Police Department Pedestrian Safety Education Program for fiscal year 2012.

Personnel Services - \$15,000 - Overtime for St. Pete Beach Police Officers' to support pedestrian - bicycle safety campaign throughout fiscal year 2012.

Expenses - \$5000 will be used to purchase the following educational/promotional materials: reflective backpacks, bicycle lights, bicycle helmets, glow sticks and reflective stickers. Printed materials and related handouts, shipping and handling when applicable for the fiscal year 2012 bicycle and pedestrian safety campaign.

* MUST HAVE PRIOR APPROVAL FROM FDOT PRIOR TO PURCHASING TO PURCHASING THE ABOVE ITEMS.

** THE ABOVE EXPENSES INCLUDE SHIPPING AND HANDLING CHARGES.

Budget Modification Number: _____

Effective Date: _____

Part IV: REPORTS**Quarterly Progress Report Narrative for the _____ quarter.**Project Title: St. Pete Beach Police Department Pedestrian Safety ProgramProject Number: PS-12-08-14Implementing Agency: St. Pete Beach Police DepartmentProject Director: Dan O'Connor

Describe the subgrant activities that took place during the quarter. Attach newspaper clippings, press releases, photos and other items that document activities. Use additional sheets if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with the narrative within 30 days of the end of each quarter.

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

for the _____ quarter.

Project Title: St. Pete Beach Police Department Pedestrian Safety ProgramProject Number: PS-12-08-14Implementing Agency: St. Pete Beach Police DepartmentProject Director: Dan O'Connor

Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
Conduct media event announcing the funding of the St. Pete Beach Police Dept Pedestrian and Bicycle Safety Campaign and publicize our continued partnership with FDOT.			0			0
Conduct monthly named pedestrian and bicycle safety enforcement and educational events throughout the City to promote and maintain ped and bicycle safety awareness.			0			0
Hold quarterly meetings to seek community input/feedback, address concerns, review achievements of goals and objectives and discuss areas in need of improvement or modification to the ped safety campaign.			0			0
Deploy St. Pete Beach Police Officers at crosswalks, in neighborhoods, school zones, construction sites, dangerous areas, or any other appropriate location to monitor traffic, issue citations, promote compliance with pedestrian and bicycle safety laws and disseminate related educational materials			0			0
Continue participation in FDOT enforcement waves and enforcement campaigns			0			0
Will use this grant cycle to establish a base line number of citation written for pedestrian/bicycle violations to use to measure effectiveness of the program for subsequent years.			0			0
			0			0
			0			0

			0			0
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Final Narrative Report

Project Title: St. Pete Beach Police Department Pedestrian Safety Program

Project Number: PS-12-08-14

Implementing Agency: St. Pete Beach Police Department

Project Director: Dan O'Connor

The following is a chronological narrative history of the above listed project in accordance with *Part V: Acceptance and Agreement, Conditions of Agreement, 1. Reports*. This report is an accurate accounting of the project performance and accomplishments. Attach additional sheets as needed.

Part V: Acceptance and Agreement

Conditions of Agreement. Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

1. Reports. The subgrant year quarters are October 1 – December 31, January 1 – March 31, April 1 – June 30, and July 1 – September 30. The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.

2. Responsibility of Subgrantee. The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; 2 C.F.R. 225 (OMB Circular A-87), **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, hereby incorporated by reference, (hereinafter referred to as Applicable Federal Law).

3. Compliance with Chapter 287, Florida Statutes. The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(a), Florida Statutes.

(a) Section 287.133 (2)(a), F.S.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Section 287.134 (2)(a), F.S.

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. Approval of Consultant and Contractor Agreements. The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

All contractual service agreements shall include as a minimum the following information:

Beginning and end dates of the agreement (not to exceed the grant period);
Total contract amount;
Scope of work/Services to be provided;
Budget/Cost Analysis; and
Method of compensation/Payment Schedule.

All contractual service agreements shall contain the following statement:

The parties to this contract shall be bound by all applicable sections of **Part V: Acceptance and Agreement of Project #** (insert project number), DOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.

All invoices for contractual services shall contain the following certification statement and must be signed by the contractor:

All costs are true and valid costs incurred in accordance with the agreement.

5. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

6. Travel. Travel costs for approved travel shall be reimbursed in accordance with the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, hereby incorporated by reference, but not in excess of provisions in Section 112.061, Florida Statutes. All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-grant-specified work area travel shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$150 per day that are to be reimbursed. Rates exceeding \$150 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$150.

7. Written Approval of Changes. The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. Changes to the agreement will be approved which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subgrantee require the change. For example:

- (a) Changes in project activities, milestones, or performance indicators set forth in the approved application.
- (b) Changes in budget items and amounts set forth in the approved application.
- (c) Changes to personnel in positions that are being reimbursed by this agreement.

Changes to the subgrant agreement shall be in the form of a written request signed by the Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency. Requests for changes to the subgrant budget must be postmarked no later than June 30 of the fiscal year to be considered. Requests for budget changes postmarked after June 30 will be denied. Delegations of signature authority will not be accepted for modification requests.

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, hereby incorporated by reference, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing

agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

9. Commencement of Projects. If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the letter is not received in the 60 days, the State Safety Office will cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

10. Excusable Delays.

(a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.

(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

11. Obligation of Subgrant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

12. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department will impose sanctions. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

13. Access to Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), and the Chief Financial Officer and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, hereby incorporated by reference, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB

Circular A-133, as revised, and status checks of subgrant activity via telephone calls from Safety Office staff to subgrantees. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subgrantee or its implementing agency is performed, the subgrantee agrees to bring the project into compliance with the subgrant agreement. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

14. Audit. The administration of resources awarded by the Department to the subgrantee may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fsaa.state.fl.us.

Recipients of federal funds (i.e. state, or local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

In the event that the subgrantee expends \$500,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the subgrantee expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

- (a) Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450
- (b) Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, IN 47132
- (c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

In the event that a copy of the reporting package for an audit required by this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the subgrantee shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the subgrantee's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the subgrantee shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued to the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

15. Retention of Records. The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The subgrantee shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs shall be made after every two pay periods if paid bi-weekly. Personnel costs reimbursement shall be requested monthly if payroll is on a monthly basis. Failure to submit reimbursement requests in a timely manner shall result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

All requests for reimbursement shall be signed by an Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency, or their delegate.

A final financial request for reimbursement shall be postmarked no later than October 31 following the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not postmarked by October 31 following the end of the subgrant period.

The Safety Office has a 30-day review process of financial reimbursement requests from the date of receipt. Reimbursement requests will be returned if not completed properly.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110, hereby incorporated by reference.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a subgrant or contract under a subgrant; and
- (b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

18. Property Accountability. The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110, incorporated herein by reference. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

19. Disputes. Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

20. Conferences, Inspection of Work. Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

21. Publication and Printing of Observational Surveys and Other Reports.

- (a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.
- (b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:
 - (1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - (2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

22. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, incorporated herein by reference.

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

24. Disadvantaged Business Enterprises (DBE).

- (a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, incorporated herein by reference. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying. The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with 49 CFR, Part 20, **New Restrictions on Lobbying**, herein incorporated by reference, for filing of certification and disclosure forms.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

26. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

27. Federal Requirement for Public Service Announcements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

28. Public Awareness Materials and Promotional Items. All public awareness materials and promotional items reimbursed with subgrant funds shall contain a traffic safety message. Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation." shall appear on all items.

The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds.

Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

29. Term of Agreement. Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

30. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of \$100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et

seq.), herein incorporated by reference. The subgrantee shall include this provision in all subcontract awards in excess of \$100,000.

31. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

Personnel hired under the grant shall not hold the position of Project Director.

The State Safety Office reserves the right to require activity reports to demonstrate that personnel hired under the agreement or equipment purchased with grant funds meet the requirements as specified by the subgrant.

32. Repossession of Equipment. Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. Any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant shall be repossessed by the State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

33. Replacement or Repair of Equipment. The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse.

34. Ineligibility for Future Funding. The subgrantee and its implementing agency agree that the Department shall find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required quarterly and final reports in the required time frame,
- (d) Failure to perform work described in Part II of the subgrant agreement,
- (e) Providing fraudulent quarterly reports or reimbursement requests,
- (f) Misuse of equipment purchased with Federal highway safety funds.

35. Safety Belt Policy. Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be submitted with the subgrant application.

36. Safety Belt Enforcement. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

Law enforcement agencies receiving subgrant funds shall participate in the safety belt enforcement waves conducted in Florida and shall report their participation on the appropriate form by the deadline. Failure to participate shall result in the subgrant being terminated.

37. Certification for Equipment Costing More than \$1,000 per Item. The head of any implementing agency purchasing equipment costing more than \$1,000 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment that is damaged, stolen, or lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

38. Checkpoint Reporting. Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the **After Action Report** for each checkpoint operation conducted during a quarter to its **Quarterly Progress Report of Performance Indicators**.

39. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

40. Buy America Act. The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act (23 U.S.C. 313 et seq) herein incorporated by reference. The subgrantee shall include the Buy America provisions in all subcontract awards.

41. Special Conditions.

PROJECT NUMBER: PS-12-08-14

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

*(For DOT Use Only)***STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Title: _____

Date: _____

Attest: _____

FEDERAL FUNDS ALLOCATED

Reviewed for the Department of Transportation:

By: _____
Attorney - DOT

Date: _____

SUBGRANTEECity of St. Pete Beach
*Name of Applicant Typed*By: _____
*Signature of Authorized Representative*Michael Bonfield
*Authorized Representative's Name Typed*Title: City Manager

Date: _____

Attest: _____
*Signature of Witness***ADMINISTRATOR OF IMPLEMENTING AGENCY**By: _____
*Signature of Administrator*David Romine
*Administrator's Name Typed*Title: Chief of Police**NOTE: No whiteout or erasures accepted on this signature page.**

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with TLC Diversified, Inc., for \$169,900, for the rehabilitation of Lift Station #4.

Date: 9/27/11

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Bids were received on August 31st for the Rehabilitation of Wastewater Lift Station #4. Three bids were received. After reviewing the bids and defining a project scope that will keep us within budget the bid results are as follows:

TLC Diversified: \$169,900.00
Kloote Contracting: \$196,025.00
Castco Contracting: \$270,409.58

The lift station rehabilitation includes all new electronic controls, electric service, pumps, piping, valves, and hatch. Also included in the project is the demolition of the old Lift Station Control Building that resides over the water at the end of 20th Ave. The building has fallen into dis-repair. The roof and walls of the structure will be removed, leaving the slab and piles for future use. Asphalt at this street end will also be removed in preparation for further street-end improvements.

An additional \$30,000 will be utilized to complete the street-end Improvements, \$20,000 for seawall design and repairs and a contingency of \$17,000 will be needed since the structures are old and we're not entirely sure what we may find under the asphalt.

Total project budget will be \$236,900. The plan is to fund this project solely from the Wastewater Fund CIP by rolling over the \$251,000 remaining in FY 2011 into FY 2012. All project costs will come from the Wastewater Fund since the need to perform the wastewater work is driving the entire project.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with TLC Diversified, Inc., for \$169,900, for the rehabilitation to Lift Station #4.

Attachments: Purchasing Agreement
Bid tab

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Rehabilitation of Wastewater Lift Station #4

THIS AGREEMENT is hereby executed this 27 day of September, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and TLC Diversified, 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 as substantially complete no later than January 25, 2012.

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 \$169,900.00, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

TLC Diversified, Inc.
2719 17th St. E.
Palmetto, FL 34221

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.

TLC Diversified, Inc.
Vendor

BY



CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

Thurston Lamberson, President
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004



Lift Station #4

Bid Tabulation

	Castco Construction	TLC Diversified	Kloote Contracting
Base Bid	\$93,569.32	\$106,900.00	\$129,000.00
Alternate #1	\$19,809.05	\$23,700.00	\$35,685.00
Unit Price - Asphalt Removal - SQFT*	\$33.00	\$5.00	\$4.52
Unit Price - Storm Sewer Piping - LNFT**	\$110.00	\$390.00	\$175.00
Unit Price - Storm Inlet Grate - EA	\$770.00	\$2,500.00	\$2,800.00
Unit Price - Storm Inlet Box and grate - EA	\$6,331.21	\$9,000.00	\$7,500.00

*4500 SQFT of Asphalt Removal

**20 LNFT of Storm Sewer Piping

Total Base Bid + Alternate 1 + Asphalt Removal + Storm Sewer Piping + Storm Inlet Grate & Box	\$270,409.58	\$169,900.00	\$196,025.00
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St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with Enterprise Marine Contractors, Inc., for seawall repairs in the amount of \$47,954 at 77th Ave., 76th Ave. and 19th Ave.

Date: 09/27/2011

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Staff has identified and prioritized seawall projects to be completed within the next several years. The first three repair projects scheduled to be completed are 77th Ave., 76th Ave. and 19th Ave. Bids were received for this work on 9/14/11 and the results are as follows:

- Enterprise Marine: \$47,954
- C-Scape Construction: \$56,292
- Sieg & Ambachtsheer: \$171,640
- Ash Engineering: \$199,500

There is currently \$47,203 remaining in the FY 2011 Seawall CIP budget to perform this work. These monies will be used for the project along with a few hundred dollars of remaining CIP fund balance.

Requested Motion: "Authorize the City Manager to enter into a purchasing agreement with Enterprise Marine Contractors, Inc., for seawall repairs in the amount of \$47,954 at 77th Ave., 76th Ave. and 19th Ave."

Attachments: Purchasing Agreement
Bid Tabulation

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Seawall Repairs at 77th Ave., 76th Ave., and 19th Ave.

THIS AGREEMENT is hereby executed this 27 day of September, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Enterprise Marine Contractors, 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 as substantially complete no later than January 25, 2012.
3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$45,854, 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:

Enterprise Marine Contractors, Inc.
7825 10th Ave. South
St. Petersburg, FL 33707

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.

Enterprise Marine Contractors, Inc.
Vendor

BY

GARY KALKE President.
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004



Seawall Bid Tabulation

Location	Enterprise Marine	C-Scape Construction	Ash Engineering	Sieg & Ambachtsheer
19th Ave.	\$14,530.00	\$15,015.00	\$52,900.00	\$49,350.00
add for SS tie rods	\$630.00	\$1,302.00	\$10,350.00	\$2,000.00
76th Ave.	\$15,784.00	\$19,200.00	\$44,200.00	\$54,130.00
add for SS tie rods	\$840.00	\$1,859.00	\$13,800.00	\$2,000.00
77th Ave.	\$15,540.00	\$17,614.00	\$67,900.00	\$61,480.00
add for SS tie rods	\$630.00	\$1,302.00	\$10,350.00	\$2,500.00

Total Repair Cost

\$45,854.00

\$51,829.00

\$165,000.00

\$165,140.00

Total Repair using SS Tie Rods

\$47,954.00

\$56,292.00

\$199,500.00

\$171,640.00

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

Issue Considered: Final Reading Ordinance 2011-23 setting the millage Rate for Fiscal Year 2012

Date: September 27, 2011

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The proposed 2.8102 operating millage (\$2.8102 per \$1,000 of taxable valuation) is .1384 mills higher than the current year millage rate and less than the roll-back rate. The proposed millage rate will generate approximately \$5,386,522 in ad valorem taxes which is less than the previous year's tax revenue due to the decrease in overall property values within the City. The proposed debt service millage is increased from .0796 to .0895 mills.

Requested Motion: "I move that Ordinance No. 2011-23 an ordinance of the City of St. Pete Beach, Florida; establishing the ad valorem tax levy of 2.8102 mills and a debt service levy of .0895 mills for the general fund for the fiscal year beginning October 1, 2011 and ending September 30, 2012; providing for an effective date be approved on final reading."

Attachment: Ordinance 2011-23

**Reviewed by
City Manager:** MB

ORDINANCE NO. 2011-23

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That a millage levy of 2.8102 general and operative levy and 0.0895 debt service levy is hereby fixed and adopted for the fiscal year of the City ending on September 30, 2012 and shall be placed upon the total taxable assessed valuation of property of any kind liable for and subject to taxation by the City of St. Pete Beach, Florida, including real and personal property, lying within the City of St. Pete Beach, Florida.

Section 2. Said monies as raised by the levy of 2.8102 mills, estimated at \$5,386,522 shall be used for the general operation of the City of St. Pete Beach including, but not limited to, salaries, insurance and energy costs and transfers for capital projects for the afore-mentioned fiscal period.

Section 3. Said monies as raised by the levy of 0.0895 mills, estimated at \$171,537, shall be used to pay debt service on the general obligation bonds issued by the City for the Police Building.

Section 4. The operating millage rate is less than the rolled-back rate, computed pursuant to the TRIM Act (Section 200.065(1) Florida Statutes) which represents an equivalent amount in property tax collections as the previous year.

Section 5. That a certified copy of this ordinance shall be forwarded to the Tax Assessor of Pinellas County, Florida, together with a request that the aforementioned levies be made by his/her office on behalf of the City of St. Pete Beach for the Fiscal Year 2011-2012.

Section 6. This ordinance shall become effective immediately upon its final passage.

Steve McFarlin, Mayor

FIRST READING: _____
PUBLISHED _____
FINAL 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: Final Reading – Ordinance 2011-24 Budget Ordinance for FY 2012

Date: September 27, 2011

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The FY 2011/12 Budget total for all funds is \$22,778,461. The following is a brief summary by fund.

General Fund The overall General Fund expenditures are expected to increase from \$13,898,443 to \$14,712,754 or approximately 5.9%. This figure includes an increase in amount of transfer to the Capital Projects Fund from \$475,000 to \$925,000. The operating millage rate of 2.8102 mills is .1384 mills higher than the current year's millage rate of 2.6718 mills and less than the roll-back rate of 2.8569 mills.

Wastewater Fund The budget reflects no increase in wastewater fees in FY 2012.

Reclaimed Water The budget reflects an increase in reclaimed water fees that would generate enough revenue to offset the current year's expenditures. The amount of the increase is 14%.

Stormwater Fund A Stormwater Fund was been established for FY 2011. The revenue for this fund will come from a \$36 non-ad valorem assessment on all properties in the City.

Capital Improvement Program (CIP) - The CIP includes a variety of improvement projects throughout the City. The total amount budgeted for FY 2012 is \$2,297,000.

Requested Motion: "I move that Ordinance No. 2011-24, an ordinance of the City of St. Pete Beach, Pinellas County, Florida; adopting a budget for the fiscal year beginning October 1, 2011 and ending September 30, 2012; providing appropriations; and providing an effective date be approved on final reading."

Attachment: Ordinance No 2011-24

**Reviewed by
City Manager:** MB

ORDINANCE NO. 2011-24

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; PROVIDING APPROPRIATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.241 Florida Statute requires each municipality to adopt a budget and make appropriations for each fiscal year; and

WHEREAS, Section 2.218(b) City Charter provides that the appropriation ordinance shall state in clear and precise terms that the budget is adopted by reference and is made a part of the ordinance and that the amounts therein are appropriated for the purposes and for the accounts indicated; and

WHEREAS, the City Manager has submitted a proposed annual budget to the City Commission as required by Section 4.04(e) of the City Charter; and

WHEREAS, the City Commission deems the proposed expenditures necessary and proper for the operation of the City Government and to provide for the health, safety, and welfare of its citizens.

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

Section 1. The annual budget for the Fiscal Year beginning October 1, 2011 and ending September 30, 2012, as attached hereto as Exhibit "A" ("the Budget") is adopted by reference and is made a part of this ordinance and the amounts thereon are appropriated for the purposes and for the accounts thereon indicated. The Budget adopts and appropriates the sums of money appropriated for expenditures within each fund as indicated below and as further described in as Exhibit A for the Fiscal Year ending on September 30, 2012:

General Fund	\$14,712,754
Wastewater Fund	\$ 4,301,031
Reclaimed Water	\$ 1,212,201
Stormwater Fund	\$ 255,475
Capital Improvement	\$ 2,297,000

Section 2. That for the period of October 1, 2011 through September 30, 2012 all monies of the City shall be expended as appropriated herein and in accordance with the City Charter and ordinances of the City.

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

Steve McFarlin, Mayor

FIRST READING: _____
PUBLISHED _____
FINAL 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: Final reading of Ordinance 2011-25 providing for an amendment of Section 2-254 (b) (8) of the Appendix A fee schedule of the code of ordinances pertaining to charges for off duty police officers.

Date: September 27, 2011

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: The attached ordinance 2011-25 provides for an amendment of Section 2-254 (b) (8) of the Appendix A fee schedule of the code of ordinances pertaining to charges for off duty police officers. This amendment will change the Appendix A fee schedule to reflect an increase in the hourly rate of a contracted off duty police officer from \$49.00 to \$53.00. The increased rates are necessary to cover the personnel costs associated with contractual off duty police work.

Requested Motion: “I move for the adoption of Ordinance 2011-25 . . . (read title).”

Attachments: Ordinance 2011-25
Amended Appendix A Fee Schedule

Reviewed By:
City Manager: MB

**CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO. 2011-25**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH FLORIDA PROVIDING FOR AN AMENDMENT OF SECTION 2-254 (b) (8), OF THE APPENDIX A FEE SCHEDULE OF THE CODE OF ORDINANCES AS SET FORTH IN ATTACHMENT A TO THIS ORDINANCE; PERTAINING TO CHARGES FOR OFF-DUTY POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to update the City's fees pertaining to charges for off-duty police officers; and

WHEREAS, the City Commission has found that 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 1. Appendix A, Section 2-254 (b) (8) of the Code of Ordinances, City of St. Pete Beach, Florida is hereby amended as set forth in attachment A to this Ordinance.

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

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

Section 4. This ordinance shall become effective upon final adoption as provided by law.

Steve 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, CLERK

ATTATCHMENT A
APPENDIX A FEE SCHEDULE

This appendix includes all fees and charges established by ordinance of the city commission that do not appear in the Code of Ordinances.

TABLE INSET:

Section This Code	Description	Amount
	Chapter 2. Administration	
2-254(a)	Miscellaneous fees	
2-254(a)(1)	Duplicating any audio tape of meetings of the city commission or any city board:	
	When the person making the request provides a blank audio tape for said duplicating	No charge
	If a blank audio tape is not provided	Actual cost of the audio tape
2-254(a)(2)	Duplicating video tape:	
	When the person making the request provides a blank video tape for said duplicating	No charge
	If a blank video tape is not provided	Actual cost of the video tape
2-254(a)(3)	Photocopy charges:	
2-254(a)(3)a	Per side of page	0.15
2-254(a)(3)b	Per two-sided duplicated page	0.20
2-254(a)(4)	Reprinting microfilmed records:	
2-254(a)(4)a	8 1/2-inch by 11-inch or 8 1/2-inch by 14-inch page, per page	0.25
2-254(a)(4)b	Larger pages, including maps, per page	2.00
2-254(a)(5)	Copy of city Charter and Code of Ordinances in looseleaf binder	125.00
2-254(a)(6)	Yearly subscription to looseleaf supplements for Code of Ordinances, per year, paid in advance	50.00
2-254(b)	Administrative fees:	
2-254(b)(1)	Notarization of documents, per document	No charge

2-254(b)(2)	Preparation of declaration and notarization of domicile, per preparation	7.00
2-254(b)(3)	Identification cards and fingerprint services:	
2-254(b)(3)a	Identification card or fingerprint card only	5.00
2-254(b)(3)b	Identification card or fingerprint card with state department of law enforcement (FDLE) record check for applicant, when required by city, plus costs charged by FDLE for processing fingerprint cards	5.00
2-254(b)(5)	Temporary street banners permitted by chapter 122 pertaining to signs:	
2-254(b)(5)a	Erection by city employees	184.00
2-254(b)(5)b	City civic associations or charitable special events, no fee	
2-254(b)(6)	Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
2-254(b)(7)	Disaster re-entry pass, per each	1.00
2-254(b)(8)	Fees for off-duty police officer, per hour Administrative Fee per off duty contact Fee for police vehicle if required, per hour Fee for police vessel if required , per hour	49.00 <u>\$53.00</u> \$15.00 \$10.00 \$25.00
2-254(b)(9)	Fees for off-duty fire department personnel special detail work	45.00

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

Issue Considered: Final reading of Ordinance 2011-26 providing for the amendment of Sections 82-202(a)(1), 82-202(a)(2), 82-203(b)(1), 82-205 and 82-260 of the Appendix A Fee Schedule of the Code of Ordinances as set forth in Attachment A increasing the fees pertaining to parking pay station and metered parking decals and permits.

Date: September 27, 2011

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: The attached ordinance 2011-26 provides for an amendment of Section 82 of the Appendix A fee schedule of the code of ordinances increasing the fees pertaining to parking pay station and metered parking decals and permits. This amendment will change the Appendix A fee schedule to reflect the following:

	Chapter 82 Chapter Traffic and Vehicles	Amount
<u>82-202(a)</u>	Parking decals:	
<u>82-202(a)(1)</u>	City resident or nonresident owning property within city <u>or employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.</u>	45.00 <u>25.00</u>
<u>82-202(a)(2)</u>	Nonresident	100.00 <u>125.00</u>
<u>82-203(b)(1)</u>	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza, per calendar month	25.00 per mo.
<u>82-205</u>	Parking meter rates for parking meters identified by the city manager as "parking pay stations."	4.25 <u>1.50</u> per hour, 10.00 <u>12.00</u> for 12 hours
<u>82-260</u>	Daily parking permits	10.00 <u>12.00</u>

Requested Motion: "I move for the adoption of Ordinance 2011-26 . . . (read title)."

Attachments: Ordinance 2011-26
Amended Appendix A Fee Schedule

Reviewed By:
City Manager: MB

**CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO 2011-26**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH FLORIDA PROVIDING FOR AN AMENDMENT OF SECTIONS 82-202(a)(1), 82-202(a)(2), 82-203(b)(1), 82-205 and 82-260 OF THE APPENDIX A FEE SCHEDULE OF THE CODE OF ORDINANCES AS SET FORTH IN ATTACHMENT A TO THIS ORDINANCE PERTAINING TO AN INCREASE IN THE PARKING PAY STATION AND METERED PARKING DECAL FEES; METERED PARKING PERMIT FEES PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to update the City's fees pertaining to the City's parking pay stations and metered parking decals and permits; and

WHEREAS, the City Commission has found that 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 DOES HEREBY ORDAIN:

Section 1. Appendix A, Sections 82-202(a)(1), 82-202(a)(2), 82-203(b)(1), 82-205 and 82-260 of the Code of Ordinances, City of St. Pete Beach, Florida are hereby amended as set forth in attachment "A" to this Ordinance.

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

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

Section 4. This ordinance shall become effective upon final adoption as provided by law.

Steve 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

ATTACHMENT A

CODE OF ORDINANCES SECTION 82 APPENDIX A FEE SCHEDULE

	Chapter 82 Chapter Traffic and Vehicles	Amount
82-202(a)	Parking decals:	
82-202(a)(1)	City resident or nonresident owning property within city or <u>employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.</u>	15.00 25.00
82-202(a)(2)	Nonresident	100.00 125.00
82-203	Parking permits:	
82-203(a)	Gulf Way and Eighth Avenue area:	Below
82-203(a)(2)	Houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue:	Below
82-203(a)(2)a	"A" Permit purchase by record title owner of each unit.	20.00
82-203(b)	On-premises businesses in Pass-a-Grille:	Below
82-203(b)(1)	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza, per calendar month	25.00 per mo.
82-203(c)	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	2.00
82-203(d)	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
82-203(d)(2)	"E" Permit Purchase by record title owner of unit, each	20.00
82-203(e)	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
82-204	Parking meter rates, per 15 minutes	0.25
82-205	Parking meter rates for coin operated parking meters identified by the city manager, per hour	1.00
82-205	Parking meter rates for parking meters identified by the city manager as "parking pay stations."	1.25 1.50 per hour, 10.00 12.00 for 12 hours

82-205	Parking meter rates for parking meters identified by the city manager as "County Park Beach Access parking pay stations."	1.50 per hour, 12.00 for 12 hours
82-242(b)	Controlled parking residential parking permit, annual	"D" 5.00
82-243(g)	Controlled parking residential temporary parking permit	"Temp. "D" 3.00 per mo.
82-260	Daily parking permits	10.00 <u>12.00</u>
82-273	Storage charge for impounded motor vehicle, per day	35.00

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

Issue Considered: Final Reading of Ordinance 2011-27 amending Chapter 82, Article III, Division 2, Section 82-171 pertaining to an increase in fines for parking violations.

Date: September 27, 2011

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: First reading of Ordinance 2011-27 amending Chapter 82, Article III, Division 2, Section 82-171 as set forth will increase parking violation fines as indicated below:

(1) Overtime parking	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(2) Improper parking	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(3) Double parking	\$40.00	\$55.00
(4) No parking zone	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(5) Motor running, unattended	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(6) Keys in ignition	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(7) Other	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(8) Parking for space reserved for disabled persons:	\$255.00	\$270.00
(9) Parking in front of fire hydrant:	\$100.00	\$115.00
(10) Parking on streets or lots restricted to specific permit parking:	\$40.00	\$55.00

Requested Motion: “I move for the adoption of Ordinance 2011-27 . . . (read title).”

Attachments: Ordinance 2011-27

Reviewed By:
City Manager: MB

**CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO. 2011-27**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH FLORIDA PROVIDING FOR AMENDMENT OF CHAPTER 82, ARTICLE III, DIVISION 2, SECTION 82-171, FINES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to update the City's fines for certain violations pertaining to the City's parking regulations; and

WHEREAS, the City Commission has found that 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 DOES HEREBY ORDAIN:

SECTION 82-171 FINES FOR VIOLATIONS

Section 1. Chapter 82, Article III, Division 2, Section 82-171 of the Code of Ordinances, City of St. Pete Beach, Florida is hereby amended as follows:

82-171: Fines for violations:

The following fines shall be charged for certain parking violations:		After 15 Days
(1) Overtime parking	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(2) Improper parking	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(3) Double parking	\$40.00	\$55.00
(4) No parking zone	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(5) Motor running, unattended	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(6) Keys in ignition	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(7) Other	\$25.00 <u>\$30.00</u>	\$40.00 <u>\$45.00</u>
(8) Parking for space reserved for disabled persons:	\$255.00	\$270.00

(9) Parking in front of fire hydrant:	\$100.00	\$115.00
(10) Parking on streets or lots restricted to specific permit parking:	\$40.00	\$55.00

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

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

Section 4. This ordinance shall become effective upon final adoption as provided by law.

Steve 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, CLERK

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

Issue Considered: Ordinance No. 2011-28, establishing the date for the 2012 election in Districts One and Three

Date: September 27, 2011

Prepared By: Mike Bonfield, City Manager MB

Summary of Issue: This ordinance will set the date for the 2012 election for Districts One and Three in the City of St. Pete Beach. The proposed ordinance allows flexibility in setting the election date depending on the date of the Presidential Preference Primary election, which will be set by October 1, 2011.

Requested Motion: “I move to approve Ordinance No. 2011-28. . . (read title).”

Attachments: Ordinance No. 2011-08

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO. 2011-28

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH,
FLORIDA AMENDING SECTION 38.7 OF THE CITY OF
ST. PETE BEACH CITY CODE ENTITLED "ELECTIONS
DATE OF COMMISSIONERS," AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City Commission finds the amendments to Chapter 38 of the City Code, as more particularly set forth herein, in the public interest of the citizens of the City of St. Pete Beach, Florida.

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

Section 1. Chapter 38; St. Pete Beach City Code related to Elections is hereby amended in its entirety as follows:

Sec 38-7: Election Date of Commissioners

The regular election for the city commission shall be held on the second Tuesday of March, unless the city commission determines, by ordinance pursuant to Florida Statutes Section 100.3605(2), that it is appropriate to schedule that election for some other date in March. The date of the regular municipal election in the year 2012; however, shall be the same as the date of the Presidential Primary Election, if the date of the Presidential Primary Election is later than January 31, 2012. If the date of the Presidential Primary Election is between January 3 and January 31, 2012, the date of the regular municipal election shall be March 13, 2012, unless another date is designated by ordinance adopted by the City Commission 120 days prior to the election date.

Section 2. Should any section, sentence, clause, part or provision of this ordinance be held or declared invalid or unenforceable by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part held or declared to be invalid.

Section 3. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Ordinance shall take effect immediately upon second reading.

Steve McFarlin, Mayor

FIRST READING:	<u>September 14, 2011</u>
PUBLISHED:	<u>September 17, 2011</u>
SECOND READING:	<u>September 27, 2011</u>
PUBLIC HEARING:	<u>September 17, 2011</u>

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 C. Haynes, City Clerk

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

Issue Considered: First Reading of Ordinance 2011-29 adopting new City ordinances, modifying and repealing existing City ordinances so as to comply with Florida Chapter 2011-109 clarifying that no provisions of City code be inconsistent with Florida Statutes section 790.33 including revisions thereto as contemplated by Florida Chapter 2011-109.

Date: September 14, 2011

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Dave Romine – Chief of Police

Summary of Issue: First Reading of Ordinance 2011-29 adopting new City ordinances, modifying and repealing existing City ordinances so as to comply with Florida Chapter 2011-109 clarifying that no provisions of City code be inconsistent with Florida Statutes section 790.33 including revisions thereto as contemplated by Florida Chapter 2011-109.

Ordinance 2011-29:

Amends section 34-38 (d)(1) of the City Code pertaining to executive orders, proclamations and rules having the force and effect of laws dealing with the sale, dispensing or transportation of alcoholic beverages, explosives, combustibles and ammunition when a state of emergency is declared.

Amends section 54-4 of the City Code pertaining to the discharge of spear guns and firearms which the City has the authority to regulate pursuant to Florida Statutes Section 790.33, including amendments thereto enacted by Laws of Florida Chapter 2011-109.

Repeals section 54-3 of the City Code pertaining to the discharge of firearms.

Adds sections 54-9 and 54-10 to the City Code pertaining to and clarifying ordinances regulating firearms and ammunition.

Requested Motion: "I move for the adoption of Ordinance 2011-29 . . . (read title)."

Attachments: Ordinance 2011-29

Reviewed By:
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO. 2011-29

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, ADOPTING NEW ORDINANCES AND MODIFYING EXISTING ORDINANCES AND REPEALING EXISTING ORDINANCES SO AS TO COMPLY WITH LAWS OF FLORIDA CHAPTER 2011-109, CLARIFYING THAT NO PROVISIONS OF THE CODE ARE INTENDED TO AND SHALL NOT BE CONSTRUED TO BE IN CONFLICT OR INCONSISTENT WITH FLORIDA STATUTES SECTION 790.33, INCLUDING REVISIONS THERETO AS CONTEMPLATED BY CHAPTER 2011-109, LAWS OF FLORIDA; REVISING SECTIONS 34-38 AND 54-4 OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH, TO CONFORM TO STATE LAW REGARDING FIREARMS; REPEALING SECTION 54-3; CREATING SECTIONS 54-9 AND 54-10; CLARIFYING THAT NO PORTIONS OF THE CITY'S CODE OF ORDINANCES ARE INTENDED OR IN ANY MANNER SHALL BE DEEMED TO BE IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS OF FLORIDA STATUTES SECTION 790.33, INCLUDING REVISIONS THERETO TO CONTEMPLATED BY CHAPTER 2011-109, LAWS OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has enacted Laws of Florida Chapter 2011-109 amending the provisions of Florida Statutes Section 790.33, also known as the "Joe Carlucci Uniform Firearms Act;" and

WHEREAS, Laws of Florida Chapter 2011-109 establishes that it is the intent of the Legislature through Florida Statutes Section 790.33 to deter and prevent violations thereof and violations of rights protected under the Constitution and laws of the State of Florida relating to firearms, ammunitions, or components thereof, by official authority that occurs when enactments are passed in violations of state law or under code of local or state authority; and

WHEREAS, Laws of Florida Chapter 2011-109 expressly preempts unto the State the entire field of regulation of firearms and ammunitions, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Thus, unless expressly authorized by the Florida Constitution or general State law, local governments will be preempted from any manner of regulation of firearms and ammunitions.

WHEREAS, Laws of Florida Chapter 2011-109 establishes various penalties for violating Florida Statutes Section 790.33, including provisions that:

(a) require a court to declare ordinances, regulations, or rules that violate Florida Statutes Section 790.33 invalid and issue a permanent injunction against the local government from enforcing such ordinances, regulations, or rules;

(b) require a court to assess a civil fine of up to \$5,000.00 against the elected or appointed local government official or administrative agency head under whose jurisdiction a violation occurred if the court determines that a violation was knowing and willful;

(c) specify that a knowing and willful violation of the statute by a person acting in an official capacity is cause for immediate termination of employment; and

(d) authorize a person or organization whose membership is adversely affected by the ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated in violation of the statute to file for declaratory and injunctive relief and for all actual damages attributed to the violation; and in such suits, courts shall award the prevailing plaintiff (i) reasonable attorney's fees and costs, including a contingency fee multiplier as authorized by law, and (ii) the actual damages incurred up to \$100,000.00.

WHEREAS, Laws of Florida Chapter 2011-109 also significantly limits the use of public funds to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated Florida Statutes Section 790.33, and provides that such a violation shall be cause for termination of employment or contract or removal from office by the Governor.

WHEREAS, prior to adoption of Laws of Florida Chapter 2011-109, it had been accepted practice of numerous local governments through the State of Florida to use their home rule powers to enact ordinances that did not specifically regular firearms, but which, like ordinances addressing noise and excessive sounds, could impact the use of firearms in the same manner that it would impact other activities generally regulated by such police power ordinances.

WHEREAS, the City Commission of the City of St. Pete Beach intends by this Ordinance to take all actions necessary so as to assure that no provisions of the Code of Ordinances of the City of St. Pete Beach, shall be deemed, interpreted, construed, implemented, administered, enforced, etc., in any manner whatsoever to be a violation of Florida Statutes Section 790.33, including as the statute has been amended by Laws of Florida Chapter 2011-109,

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

Section 1. Section 34-38, City Code, is amended to read:

Sec. 34-38. Declaration of state of emergency.

(a) In the following order, the mayor, vice-mayor, commissioner, city manager or assistant city manager shall have the authority to declare a state of emergency by proclamation. Upon the absence or unavailability of the mayor, the vice-mayor may issue such a declaration, and upon the absence or unavailability of the mayor and the vice-mayor, a city commissioner or the city manager or, upon the absence or unavailability of the city manager, an assistant city manager may issue such a declaration.

(b) Any declaration of a state of emergency and all emergency regulations activated under this article shall be confirmed by the city commission by resolution within five working days of such declaration or at the next regularly scheduled meeting of the city commission, whichever occurs first, unless the nature of the emergency renders a meeting of the city commission extremely impractical. Confirmation of the emergency declaration shall disclose the reasons for, anticipated impacts of, actions proposed and taken to manage the emergency and other pertinent data relating to the declaration of emergency.

(c) The state of emergency shall continue until there is a finding by the official declaring the emergency that the emergency no longer exists or until a meeting of a quorum of the board of city commissioners can take place and terminate the state of emergency by proclamation.

(d) Upon the determination of an emergency, the mayor, vice-mayor or city manager shall have the power to issue and rescind executive orders, proclamations and rules. Such executive orders, proclamations and rules shall have the force and effect of law and may deal with the following matters:

(1) Suspend or limit the sale, dispensing or transportation of alcoholic beverages, ~~firearms~~, explosives and combustibles (except for ammunition whether City has the authority to _____ pursuant to Florida Statutes Section 790.33, including amendments thereto enacted by Laws of Florida Chapter 2011-109.

(2) Establish curfews, including but not limited to the prohibition of or restrictions on pedestrian and vehicular movement, standing and parking, except for the provision of designated, essential services, such as fire, police, emergency medical services and hospital services, including the transportation of patients, utility emergency repairs and emergency calls by physicians.

(3) Utilize all available resources of the city government as reasonably necessary to cope with the emergency, including emergency expenditures, not to exceed \$50,000.00.

- (4) Declare certain areas off limits.
- (5) Make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
- (6) Establish emergency operating centers and shelters, in addition to or in place of those provided for in the city's emergency plan.
- (7) Declare that during an emergency, it shall be unlawful and an offense against the city for any person to use the fresh water supplied by the city or the county, for any purpose other than cooking, drinking or bathing.
- (8) Declare that during an emergency, it shall be unlawful and an offense against the city for any person operating within the city to charge more than the normal average retail price for any merchandise, goods or services sold during the emergency. The average retail price, as used in this subsection is defined to be that price at which similar merchandise, goods, or services were being sold during the 90 days immediately preceding the emergency or a markup which is a larger percentage over wholesale cost than was being added to wholesale cost prior to the emergency.
- (9) Confiscate merchandise, equipment, vehicles or property needed to alleviate the emergency. Reimbursement shall be within 60 days and at customary value charged for the items during 90 days previous to the emergency.
- (10) Make provisions for rationing of fuel, ice and other essentials.
- (11) Evacuation planning.
- (e) A state of emergency, when declared as provided in this section, shall continue in effect from day to day until declared to be terminated.
- (f) Upon the declaration of a state of emergency, the city manager shall post written notice of such declaration upon the main bulletin board in the city hall and shall notify by telephone not less than two newspapers of general circulation with the city, at least three television stations and at least three radio stations broadcasting in Pinellas or Hillsborough Counties. When practicable, the city manager shall also cause the written notice to be published, in its entirety, at least four days each week in a newspaper of general circulation in the city until the state of emergency is declared to be terminated.

Section 2. Section 54-4 Code is amended to read:

Sec. 54-4 Discharge of spear guns.

It shall be unlawful for any person to use, discharge or cause to be discharged any spear or harpoon by or with a spring gun, mechanic gun, power gun or any mechanic device whatsoever within the corporate limits except for firearms which the City has the authority to regulate pursuant to Florida Statutes Section 790.33, including amendments thereto enacted by Laws of Florida Chapter 2011-109

Section 3. Section 54-3 City Code is repealed.

Section 4. Section 54-9 is hereby created to be part of Chapter 54 of the Code of Ordinances of the City of St. Pete Beach, Florida, and shall read as follows:

Section 54-9. Ordinances Regulating Firearms and Ammunitions.

As established by Florida Statutes Section 790.33, including amendments thereto enacted by Laws of Florida Chapter 2011-109, except as expressly provided by the Florida Constitution or by general law, the Florida Legislature is occupying the whole field of regulation of firearms and ammunitions, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances are any administrative regulations or rules adopted by local or state government relating thereto. Accordingly, all ordinances, regulations, and rules set forth in or contemplated by this Code which in any manner regulate firearms or ammunitions to the extent that the subject matter thereof has been properly occupied by, reserved to, or preempted by the Florida Legislature (i) are hereby declared to be null and void; and (ii) shall not be interpreted, construed, implemented, enforced or the like in any manner so as to conflict with, be inconsistent with, or • violate Florida Statutes Section 790,33, including any subsequent amendments thereto,

The City acknowledges that the whole field of regulation of firearms and ammunitions, including any components thereof, are being occupied by the Florida Legislature and that, except as expressly provided by the Florida Constitution or by general law, the City is preempted from adopting, enacting, implementing, or enforcing any ordinances, regulations, and rules pertaining thereto to the extent that the subject matter thereof has been preempted by the Florida Legislature. Accordingly, as a rule of construction and interpretation applicable to all provisions of this Code, it is hereby directed that no provision of this Code shall be deemed or interpreted in any manner to violate state law, including Florida Statutes Section 790.33; rather, the provisions of this Code shall be interpreted and constructed in a manner so as to not cause or result in a violation of state law, including Florida Statutes Section 790.33.

Section 5. Section 54-10 is hereby created to be part of Chapter 54 of the Code of Ordinances of the City of St. Pete Beach, Florida, and shall read as follows:

Section 54-10. No Regulation of Firearms or Ammunitions.

No provisions in this Article are intended to be, nor shall any provision of this Article be in any manner interpreted or construed to be, a regulation of firearms or ammunitions in violation of Florida Statutes Section 790.33, including all subsequent amendments thereto. Notwithstanding any term or provision of this Article which might appear or suggest otherwise, it is hereby expressly acknowledged that the Florida Legislature is occupying the whole field of regulation of firearms and ammunitions, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state governments relating thereto and, correspondingly, no provision of this Article shall apply to firearms and ammunitions.

Section 6. Conflict. The provisions of this Ordinance shall be deemed to control and prevail over any ordinance, regulation, rule, or portion thereof in conflict with the terms hereof.

Section 7. Effective Date. This Ordinance shall become effective upon its adoption by the City Committee of the City of St. Pete Beach.

Section 8. If any phrase or portion of this ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, then the remainder thereof shall not be affected thereby.

Section 9. The above and foregoing Ordinance was read, approved on first reading at a duly convened meeting of the City Committee of the City of St. Pete Beach, Florida, the ____ day of _____, 2011.

STEVEN
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 2011-30, approving a Contingent Mediation Settlement Agreement between Walter Sowa v. The City of St. Pete Beach, Florida
Date:	September 27, 2011
Prepared By:	Michael Davis, City Attorney
Summary of Issue:	The approval of a Contingent Mediation Settlement Agreement
Requested Motion:	“I move to approve Ordinance No. 2011-30 on final reading . . . read title.”
Attachments:	Memo regarding Settlement Agreement Ordinance 2011-30 Contingent Mediation Settlement Agreement

ORDINANCE 2011-30

AN ORDINANCE OF THE CITY OF ST PETE BEACH
RELATING TO A LAWSUIT BETWEEN WALTER SOWA
AND THE CITY OF ST. PETE BEACH; APPROVING A
CONTINGENT MEDIATION SETTLEMENT
AGREEMENT BY ORDINANCE; AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, Walter Sowa has brought a lawsuit against the City of St. Pete Beach
entitled *Walter Sowa v. City of St. Pete Beach, Florida*, Case No. 07-008787-CI-11;

WHEREAS, this lawsuit has been mediated pursuant to the Order of the Court;

WHEREAS, it is in the public's best interest to approve the contingent mediation
settlement agreement attached hereto as Exhibit A; and

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

Section 1. APPROVAL OF CONTINGENT MEDIATION AGREEMENT.

The contingent mediation settlement agreement attached hereto as Exhibit "A" is
approved.

Section 2. EFFECTIVE DATE. This ordinance shall become effective
immediately upon adoption.

PASSED AND DULY ADOPTED, with a quorum present and voting, this _____
day of September, 2011.

STEVEN 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

MEMORANDUM

TO: Hon Mayor and Members of City Commission

FROM: Michael S. Davis, Esquire

DATE: September 6, 2011

RE: Walter Sowa v. The City of St. Pete Beach, Case No. 07-008787-CI-11

This case, which has been pending against the City since 2007, was set for trial in October, 2011. The case was mediated pursuant to Order of the Court on Thursday, September 1, 2011. Mike Bonfield and I represented the City in the mediation. We arrived at a contingent mediation agreement, which has been signed by all parties and counsel. That agreement is subject to approval by the City Commission. The court has taken the case off of the trial docket pending settlement approval. Because of the legal claims by Mr. Sowa, it is necessary to approve the agreement by ordinance after a public hearing. Attached is an ordinance approving the agreement together with a copy of the contingent settlement agreement. I will provide an overview of the agreement orally.

IN THE CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA
CIRCUIT CIVIL NO. 07-008787-CI-11

WALTER SOWA,

Plaintiff,

vs.

CITY OF ST. PETE BEACH, FLORIDA,

Defendant.

CONTINGENT
MEDIATION SETTLEMENT AGREEMENT

The undersigned parties enter into this mediation stipulation pursuant to the agreements reached at the mediation conference held in this matter on Thursday, September 1, 2011, before Charles W. Ross, Certified Mediator; the parties having conducted a confidential and privileged mediation session pursuant to the terms and conditions of the written engagement letter furnished by the mediator to each party's counsel, the terms and conditions of which have been accepted by said counsel and their parties, the mediation having been successfully concluded to the satisfaction of all of the parties and their respective counsel; the parties having agreed to the terms of a full and final settlement of all claims herein; and the parties further having agreed to abide by the following terms and conditions of this mediation settlement, the parties agree as follows:

1. **EXCHANGE OF CONSIDERATION:** As consideration for this mediation settlement agreement, the parties hereby agree that the following matters shall be performed in settlement of this claim:

The parties agree to comply with the conditions attached hereto as Exhibit "A", which is incorporated herein by reference. The obligations upon Exhibit "A" shall be performed by Plaintiff and Intervenor, Ronald Holehouse, with the Defendant City of St. Pete Beach, reasonably co-operating as to building permit issuance, as may be required, all as set forth upon Exhibit "A".

Counsel for the parties shall communicate & co-operate with one another to reasonably accomplish the terms of this settlement & the provisions on Addendum "A" attached hereto.

This settlement is subject to, and contingent upon, final City Commission approval.

know of the information set forth herein. However, this agreement may be disclosed to the above-captioned Court for enforcement purposes or as may be required by Court Order, subpoena, or judicial process.

4. The signatories to this agreement represent the parties to this mediation as noted below. Each party's representative has full authority to execute this agreement on behalf of the parties and entities reflected below. Each party enters into this agreement knowingly and voluntarily, having consulted with legal counsel and being satisfied with the terms and conditions of this settlement.

5. Each of the parties to this agreement has previously agreed to the mediation of these matters by Charles W. Ross, certified mediator, pursuant to the terms and conditions of the written engagement letter furnished by the mediator to the parties' counsel, which terms are accepted by the parties hereto. The parties have agreed to compensate the mediator for his services, pursuant to the hourly rate schedule set forth under the engagement letter, and they acknowledge that payment to the mediator is due and owing upon execution of this agreement. The parties and their respective legal counsel, jointly and severally, shall be responsible for obtaining payment due to the mediator upon conclusion of the mediation conference.

6. In the event of an ambiguity regarding the meaning of this agreement, then the parties agree to submit such issues to the mediator for a further mediation conference. No such mediation conference shall be required to enforce the clear terms and conditions of this agreement. This settlement agreement is a binding agreement under the laws of the State of Florida and has been carefully reviewed by each of the parties hereto and by each party's legal counsel prior to its execution. This

agreement may be enforced by the above-captioned court or by any other court of competent jurisdiction, if necessary. Should legal action be required to enforce this settlement agreement, the prevailing party shall be entitled to be paid its reasonable attorney's fee and court costs incurred in enforcing the terms of this settlement agreement.

7. This mediation agreement sets forth the entire and complete settlement agreement between the parties relative to this matter and may not be modified or amended except by written agreement executed by all of the parties set forth below. This written settlement agreement may not be modified by oral discussions occurring prior to or after its execution.

8. The undersigned legal counsel, as representatives of the parties hereto, and the undersigned parties, agree to cooperate with one another and to assist one another in the execution of all releases, *compliance w/ Addendum "A" terms,* stipulations for dismissal, and other such documents as may be reasonably necessary to successfully conclude this matter pursuant to the terms of this mediation agreement.

9. This Mediation Agreement is made as a settlement and compromise of disputed claims. No party to this Mediation Settlement Agreement admits any liability or wrongdoing as a result of the execution of this Agreement.

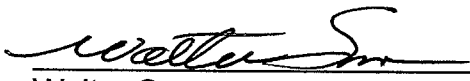
10. This Settlement Agreement has been prepared by the parties and their legal counsel as a direct result of their negotiations at the mediation conference. The parties to the mediation accept this agreement as their work product and acknowledge that this agreement has not been prepared by the mediator, but has been drafted through the combined efforts of the parties and their counsel, who accept full

responsibility for preparing this agreement and negotiating the terms and conditions set forth herein.

11. Each party represents to the mediator and to the other parties hereto that this settlement agreement is voluntarily made, with full advice from legal counsel. Each party further represents to the mediator and to the parties hereto that such party has not suffered from any mental or physical infirmity or duress which has affected the making of this settlement agreement.

IN WITNESS WHEREOF, this mediation settlement agreement has been made, knowingly and voluntarily, by the parties designated below; and this agreement has been approved by said parties' legal counsel on the date set forth below.

Thomas & Associates, P.A.


Walter Sowa
Dated: 9/1/2011

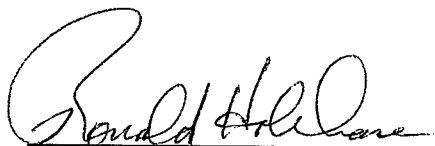

John R. Thomas, Esquire
233 Third Street North, Suite 101
St. Petersburg, FL 33701
Attorney for Plaintiff
Dated: 9/1/2011

City of St. Pete Beach, Florida

Bryant, Miller, Olive

By: 
Print Name MICHAEL P. BONFIELD
Its CITY MANAGER
Dated: 10/1/11

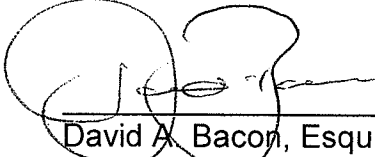

Michael S. Davis, Esquire
One Tampa City Center, Suite 2700
Tampa, FL 33602
Attorney for Defendant
Dated: _____



Ronald Holehouse, Intervenor

Dated 9/1/11

Bacon & Bacon

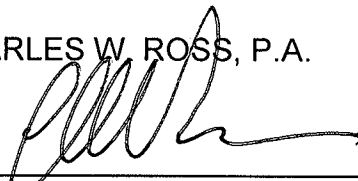


David A. Bacon, Esquire
2959 First Avenue North
St. Petersburg, FL 33713
Attorney for Holehouse
Dated: 9/1/2011

Approved:

MEDIATOR

CHARLES W. ROSS, P.A.



CHARLES W. ROSS, ESQUIRE
1535 Dr. M.L. King Street North
St. Petersburg, FL 33704
(727) 502-5000
(727) 502-5001(facsimile)
Florida Bar No. 272523
Dated: 9/1/2011

ADDENDUM TO MEDIATION SETTLEMENT AGREEMENT

The Plaintiff, WALTER SOWA (herein referred to as "Sowa"), the Defendant, CITY OF ST. PETE BEACH, FLORIDA (herein referred to as the "City"), and Intervenor, RONALD HOLEHOUSE (herein referred to as "Holehouse") agree to the full and final settlement of all claims, demands and issues in this case, except for the fee/cost claims as noted below, upon the terms stated below:

1. **Property Inspection:** Holehouse agrees to cause the building structure and the ancillary structures (including without limitation the dumpster enclosure and south boundary perimeter wall) owned by him which are the subjects of this case (collectively the "Building") to be inspected on or before October 31, 2011, at Holehouse's expense, by a licensed, reputable, experienced and independent structural engineer (the "Inspector") to determine if there exist(s) any physical condition(s) of the Building, including without limitation the roof (including any invasive testing determined by the Inspector to be needed), the dumpster enclosure and the south boundary perimeter wall, air conditioning units and lintels above windows and doors, that cause the Building to not be structurally sound and that violate any applicable provision of the Florida Building Code, the Pinellas Gulf Beach Coastal Construction Code, any other applicable government regulation and code provision, and standards of construction commonly accepted within the construction industry applicable to the Building as of the date of building permit issuance by the City to Holehouse in 2007 (referred to collectively herein as the "Structural Standards"). The Inspector shall be selected by Holehouse and shall be approved by Sowa, which approval shall not be unreasonably withheld or delayed, on or before September 20, 2011. The Inspector shall provide a written report which will identify any and each physical condition determined by the Inspector to constitute a defect or deficiency that is not in compliance with the Structural Standards (each being referred to herein as a "Structural Deficiency"). A copy of the written Inspector's report will be provided to each party in this case.

2. **Remediation:** Holehouse will exercise due diligence in order to cause each Structural Deficiency identified in the Inspector's report to be corrected and remedied within a reasonable period of time, not to exceed six (6) months following the date of issuance of the Inspector's report, in order to cause each such Structural Deficiency to be brought into compliance with the applicable Structural Standards. Upon conclusion of all such corrective work, the Building will be re-inspected by the Inspector to determine and confirm, in writing, that every Structural Deficiency was corrected to cause compliance with applicable Structural Standards. The City will reasonably cooperate with Holehouse for purposes of timely issuance of such permits and governmental approvals as may be lawfully required for the performance of any and all remediation work to allow correction of Structural Deficiencies, which permits and approvals shall be issued in accordance and compliance with applicable provisions of the City's Code of Ordinances.

3. **Dismissal:** Upon issuance of a written report by the Inspector that no remaining Structural Deficiency exists, it is mutually agreed that this case shall be dismissed with prejudice. However, the Plaintiff and the City reserve the right to file a motion to seek an award of attorneys' fees and costs against the other.

4. **Specific Performance:** This Mediation Settlement Agreement shall be approved by order of the Court; and all terms and provisions of this Mediation Settlement Agreement shall be subject to specific enforcement.

5. **Mutual Release:** Upon issuance of a final written report by the Inspector that no remaining Structural Deficiency exists, each party shall thereafter be deemed to have released and discharged all other parties in this case of and from any further claim, demand, suit or action.

Handwritten signatures and initials at the bottom right of the page, including "R&H" circled, "MS", and other illegible marks.

September 16, 2011

Honorable Mayor Steven McFarlin
Honorable Members of City Commission
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Request of Commissioner Garnett for payment of expenses incurred during attendance at the Commission on Ethics Hearing in Tallahassee

Dear Honorable Mayor and City Commissioners:

Commissioner Garnett has submitted to me a request for reimbursement of attorneys' fees and costs pursuant to Resolution 2006-11, titled Guidelines for Reimbursement for Attorneys' Fees and Costs incurred by City Officers and Employees. This relates to her expenses incurred as a result of the Ethics Complaint filed against her by Mr. Harry Metz on September 24, 2010.

I have reviewed this request for reimbursement of attorneys' fees and costs, as well as the supporting documentation. My advice is that the City has the authority to pay on her behalf the amount requested, provided that the City Commission make a determination that 1) her defense of the lawsuit in questions arose under the performance of her official duties as a Commissioner; and 2) her defense of that lawsuit served the public purpose. *Thornber v. City of Ft. Walton Beach*, 568 So.2d 914 (Fla. 1990). The City should additionally make a determination that the amount to be paid is reasonable.

With regards to this Complaint, I would note that the City previously adopted Resolution 2008-02, to reimburse fees and costs incurred by Commissioner Michael Finnerty for a similar elections law violation complaint. It was supported by a memorandum of law from then City Attorney Timothy P. Driscoll, indicating that:

"while it is not clear whether election activities may be deemed performance of official duties as a member of the City Commission, it would certainly be reasonable to conclude that they are. Election is the primary being of which a person can become a member of the Commission. Once the person becomes a qualified candidate, that person is engaged in a valid City function. While election activities are generally a purely personal activity, there is also an element of official action involved. Therefore it would appear to reimburse qualified

Honorable Mayor Steven McFarlin
Honorable Members of City Commission
September 16, 2011
Page 2

candidates for City Commission when they successfully defend election violation complaints against them."

Based upon this recommendation, the City Commissioner adopted Resolution 2008-02, and established precedent in this regard. The payment request covers her expenses incurred during her trip to Tallahassee, Florida from July 28, 2011 to July 29, 2011.

In my opinion, the City Commission is entitled to make a finding that she has satisfied the two prong test. In other words, the City Commission may appropriately find that: 1) her defense of these matters arose out of the performance of her official duties as a City Commission and 2) served a public purpose.

In addition, I have reviewed the receipts she has provided to us and believe they are reasonable. I have previously opined to you on November 17, 2009 that a reasonable rate for such legal services would be between \$200.00 and \$300.00 an hour.

In sum, it is my opinion that Commissioner Garnett is entitled to payment or to have paid on her behalf the amount requested. Attached is a resolution making the appropriate findings and authorizing such payment.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,


Michael S. Davis, Esquire

MSD/ca
Enclosure

cc: Michael Bonfield, City Manager

RESOLUTION NO. 2011-17

**A RESOLUTION OF THE CITY OF ST. PETE
BEACH PROVIDING FOR REIMBURSEMENT OF
EXPENSES INCURRED BY COMMISSIONER
BEVERLY GARNETT; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, an Ethic Complaint was filed against Commissioner Beverly Garnett;
and

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

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

WHEREAS, the City Commission hereby finds that Commissioner Garnett has successfully defended the subject complaint, that she was at all applicable times engaged in the performance of her official duties while serving a public purpose, and that the attorneys fees and costs provided herein are reasonable, and in accordance with the City's Guidelines for Reimbursement of Attorney's Fees and Costs Incurred by City Officers and Employees; and

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

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

Section 1. The City Manager is hereby directed to pay the sum of \$493.33 to Beverly Garnett in full payment of expenses incurred by her in successfully defending the above referenced complaints.

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

ATTEST:

Steven McFarlin, Mayor

Rebecca Haynes, City Clerk

Bev Garnett
2504 Sunset Way
St. Pete Beach, FL
Commissioner, District 4

September 2, 2011

Mayor McFarlin & fellow Commissioners
Mike Bonfield, City Manager
Mike Davis, City Attorney

Subject: Reimbursement of expenses
State of Florida Commission in Ethics
Complaint Number 10-151

Dear Sirs,

Subject to Resolution 2006-11, I am requesting reimbursement for my expenses incurred as a result of the Ethics Complaint filed against me by Mr. Harry Metz, on September 24, 2010. The complaint alleged that I accepted a prohibited gift when I was provided legal services during my first year in office in defense of a lawsuit that stemmed from my volunteer service with a political action committee, Kaudoura VS Garnett.

After completing the preliminary investigation, the State of Florida Commission on Ethics scheduled the hearing for July 29, 2011, in Tallahassee. When I received the Advocate's Recommendation of "No Probable Cause" I decided not to incur further expenses by hiring outside counsel but to attend the meeting in person. I had already answered the questions of the investigator here in my home, but was concerned there might be questions raised by the Commission at the hearing and wanted the option to answer them. I didn't want any continuation of the case.

The Ethics complaint was a continuation of the harassment perpetrated by Mr. Metz and his attorney, Ken Weiss, since my filing to run for office in September 2008. As you review this request, please keep in mind that no other person who volunteered for SOLV was ever deposed or harassed, as I have been. Their wish is to discourage any person who has spoken out against their cause from running for office. Since filing my candidacy papers on September 5, 2008, to the July 29, 2011 Ethics hearing there were only 36 Days without a complaint or lawsuit from Mr. Weiss &/or his Client, that is 1001 days under siege from charges in two Civil Lawsuits, one Elections Complaint and this Ethics Complaint. I was cleared of this charge on July 29, 2011 and I respectfully request the reimbursement of \$ 493.33, receipts attached.

Thank you for your attention to this issue and am available for any questions.

Sincerely,

Bev Garnett
Commissioner

Commissioner Beverly Garnett Expenses

Trip to Tallahassee for Florida Ethics Commission Complaint July 28-29, 2011

\$9.50	Tolls
\$5.00	Parking
\$336.33	606 miles driven in personal car at \$0.555/mile per IRS rates
\$142.50	Hotel Duval lodging and parking
\$493.33	Total

HOTEL DUVAL

Mr Stanley Garnett
2504 Sunset Way
St Pete Beach FL 33706
United States

*606 mile round trip
@ 55.5 ds/mc*

Room Number: 0221
Arrival Date: 07-28-11
Departure Date: 07-29-11
Booking Number:
Page No: 1 of 1
Confirmation No. 962172
Folio No 995648

07-29-11

Date	Description	Charges	Credits
07-28-11	Valet Parking Overnight	12.00	
07-28-11	Room	116.00	
07-28-11	Occupancy Tax - 5%	5.80	
07-28-11	Sales Tax - 7.50%	8.70	
07-29-11	American Express		142.50
Total		142.50	142.50
Balance		0.00	

Your Rewards Points/Miles earned will be credited to your account and will appear on your next statement.

415 North Monroe Street, Tallahassee, FL 32301
Phone: (850) 224-6000 Fax: (850) 222-0335 Web: www.hotelduval.com
email: reservations@hotelduval.com

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/31/11 TIME:1717 TRANS#:2305
PLAZA:SPRING LANE:12 COLL ID:5940
CLASS:02 TOLL:\$ 1.00 PAID:CASH

YOU WOULD HAVE SAVED TIME AT
THIS TOLL PLAZA BY USING SUNPASS

AVAILABLE AT FUDLIX, CVS, AAA
AND WWW.SUNPASS.COM

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/31/11 TIME:1727 TRANS#:3327
PLAZA:ANCLLOT LANE:12 COLL ID:6555
CLASS:02 TOLL:\$ 1.00 PAID:CASH

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/31/11 TIME:1739 TRANS#:3807
PLAZA:BOGAM LANE:03 COLL ID:7407
CLASS:02 TOLL:\$ 0.75 PAID:CASH

YOU WOULD HAVE SAVED \$ 0.25 AT
THIS TOLL PLAZA BY USING SUNPASS

AVAILABLE AT FUDLIX, CVS, AAA
AND WWW.SUNPASS.COM

* RECEIPT FOR PARKING *
* R.A GRAY GARAGE *

FRI 07-29-11 12:20 P

FEL	\$ 5.00
CASH	\$ 5.00
Change	-\$ 0.00

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/28/11 TIME:1338 TRANS#:097
PLAZA:DAKHAM LANE:08 COLL ID:754
CLASS:02 TOLL:\$ 1.00 PAID:CASH

YOU WOULD HAVE SAVED TIME AT
THIS TOLL PLAZA BY USING SUNPASS
AVAILABLE AT FUDLIX, CVS, AAA
AND WWW.SUNPASS.COM

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/28/11 TIME:1319 TRANS#:0339
PLAZA:SPRING LANE:03 COLL ID:5050
CLASS:02 TOLL:\$ 1.00 PAID:CASH

YOU WOULD HAVE SAVED TIME AT
THIS TOLL PLAZA BY USING SUNPASS

AVAILABLE AT PUBLIX, CVS, AAA
AND WWW.SUNPASS.COM

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/31/11 TIME:1744 TRANS#:2425
PLAZA:ANDERS LANE:14 COLL ID:9742
CLASS:02 TOLL:\$ 1.00 PAID:CASH

YOU WOULD HAVE SAVED \$ 0.25 AT
THIS TOLL PLAZA BY USING SUNPASS

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AND WWW.SUNPASS.COM

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/28/11 TIME:1256 TRANS#:7133
PLAZA:ANDERS LANE:04 COLL ID:6567
CLASS:02 TOLL:\$ 1.00 PAID:CASH

YOU WOULD HAVE SAVED \$ 0.25 AT
THIS TOLL PLAZA BY USING SUNPASS

AVAILABLE AT PUBLIX, CVS, AAA
AND WWW.SUNPASS.COM

FLORIDA'S TURNPIKE
TOLL RECEIPT

DATE:07/28/11 TIME:1312 TRANS#:3669
PLAZA:ANCLLOT LANE:04 COLL ID:6158
CLASS:02 TOLL:\$ 1.00 PAID:CASH

YOU WOULD HAVE SAVED TIME AT
THIS TOLL PLAZA BY USING SUNPASS

AVAILABLE AT PUBLIX, CVS, AAA
AND WWW.SUNPASS.COM

St. Pete Beach City Commission
Agenda Report

Issue Considered: Workshop for preliminary consideration of the second tier of stormwater special assessments to fund variable costs associated with the delivery of stormwater management services.

Date: September 27, 2011

Prepared By: Steven J. Hallock, Public Services Director
Mike Davis, City Attorney

Summary of Issue: In 2010, the City Commission adopted City Resolution No. 2010-7 (the "Initial Assessment Resolution") and 2010-8 (the "Final Assessment Resolution"), pursuant to City Ordinance No 2009-30 (the "Ordinance"), in order to provide for the imposition of special assessments as an initial funding source for the "fixed costs" associated with stormwater management services (including but not limited to the cost of stormwater program development and administration, development of mapping and parcel array features, determining impervious area and pervious area, and certain NPDES permit related activities). The Initial Assessment Resolution also identified a method to apportion the funding of "variable costs," to be implemented by subsequent resolution. Variable costs are those dependent upon or which more closely bear a direct relationship to property classification, parcel-specific physical characteristics or actual demand and therefore vary from parcel to parcel.

In accordance with direction from the City Commission, City staff and consultants have worked to develop a supplemental funding plan and necessary implementation documentation to address and recover variable costs associated with the stormwater system. Such plan comports with the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution, as well as with the Final Judgment issued in the successful validation of the City's stormwater program last summer.

The Ordinance sets forth the procedure for the levy and collection of the assessments which involves a preliminary workshop on September 27, consideration of an implementing resolution on October 11, and a public hearing on November 8 to consider adoption of a supplemental Annual Assessment Resolution which would impose the assessments to recover variable costs. A critical events schedule is attached which details these steps and related actions.

The workshop on September 27 will include an overview of the schedule and procedure required by the Ordinance, together with presentation of the methodology for recovering variable costs as set forth in a study prepared by Woolpert, Inc.

Attachments:

Critical Events Schedule

City Manager
Reviewed:

MB

City of St. Pete Beach
Stormwater Assessment Program
Implementation of Variable Cost Tier - 2011
Critical Events Schedule

	Event	Due Date
1.	Regular City Commission Meeting: Workshop presentation on variable tier (pervious/impervious) approach and discussion concerning Woolpert report	September 27, 2011
2.	Staff prepares preliminary resolution scheduling 11/8 public hearing to consider imposition of assessments to fund variable costs of stormwater management services for Fiscal Year 2011-12, forward for inclusion in agenda package	By September 30, 2011
3.	Rate study finalized and forwarded for inclusion in agenda package (Woolpert)	By October 4, 2011
4.	Regular City Commission Meeting: Adoption of preliminary resolution scheduling public hearing for November 8, 2011	October 11, 2011
5.	Mailing and publication of required notices as required by City ordinance	By October 14, 2011
6.	Supplemental Annual Assessment Resolution prepared and forwarded for inclusion in agenda package	By October 28, 2011
7.	Regular City Commission meeting: Public hearing; consideration and adoption of Supplemental Annual Assessment Resolution	November 8, 2011
8.	Direct bill mailed for FY 2011-12 variable tier assessment	After November 28, 2011

St. Pete Beach City Commission
Agenda Report

Issue Considered: Installation of commercial linear light string strands on 8th Avenue.

Date: 9/27/11

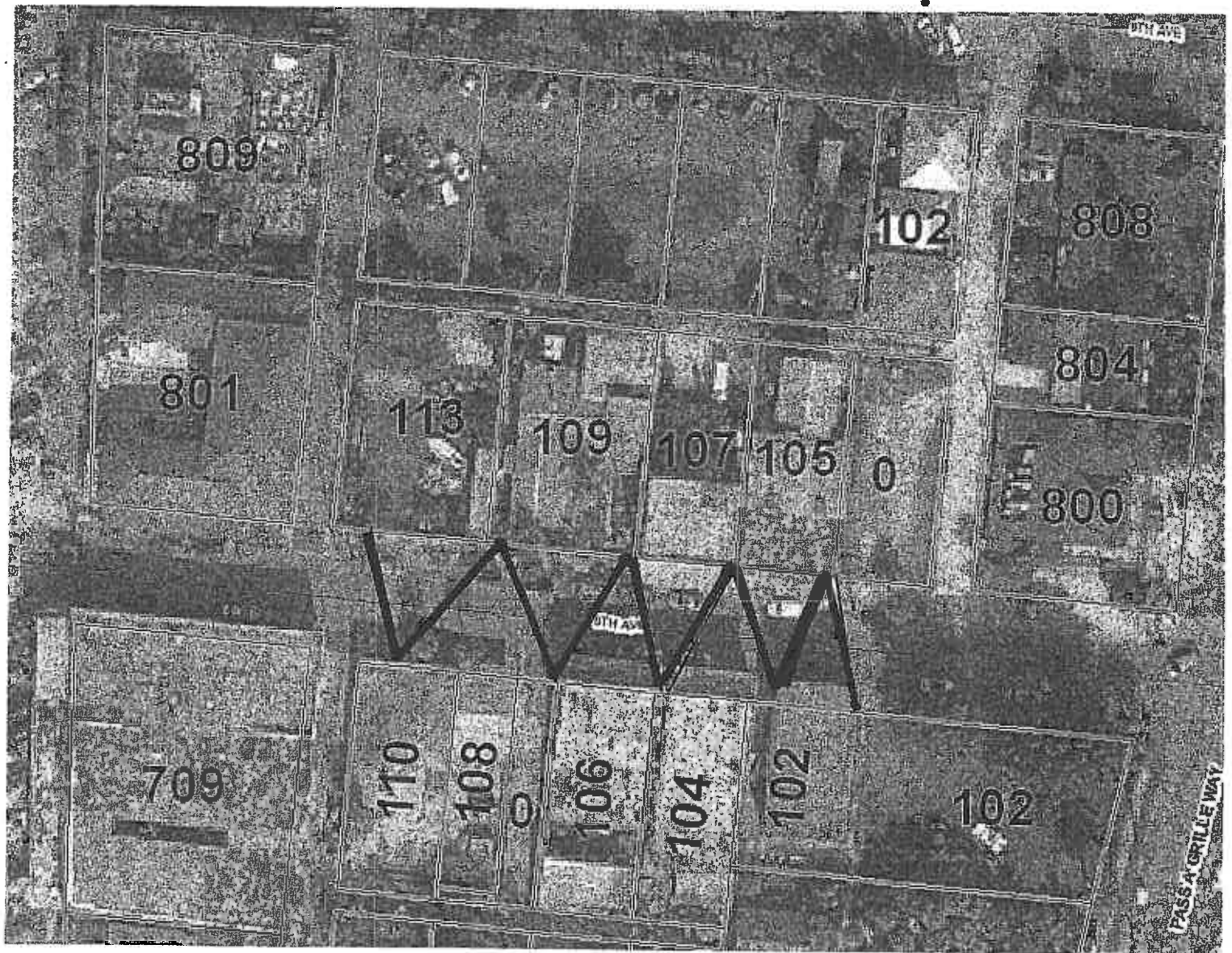
Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Mr. Jay Anderson has approached the City about installing commercial linear light string strands on 8th Avenue. City staff has met with him onsite to discuss logistics. The light strands will zigzag across 8th Avenue and be attached to buildings and poles a minimum of 18 feet off the ground. Some type of agreement(s) will have to be worked out when it comes to the maintenance, repair and liability especially since the light strands will be connected to private property.

Commissioner Garnett has requested this item be placed on the agenda for discussion. Their goal is to have the light strands installed for 100th Anniversary celebration on October 22, 2011. Requests to use the public right-of-way for something like this require the approval of City Commission and some type of agreement(s). These agreement(s) will not be ready for the September 27th meeting and will need to come back later to City Commission for review and approval.

Attachments: Lighting Information

Reviewed by
City Manager: MB



Commercial/Festival Lighting



» Commercial/Festival Light Stringers:



330' Strands & Reels

- Medium Base
- Medium Base Suspended
- Intermediate Base
- Candelabra Base



48'-100' Strands

- Medium Base w/ Plug
- Medium Base Suspended w/ Plug

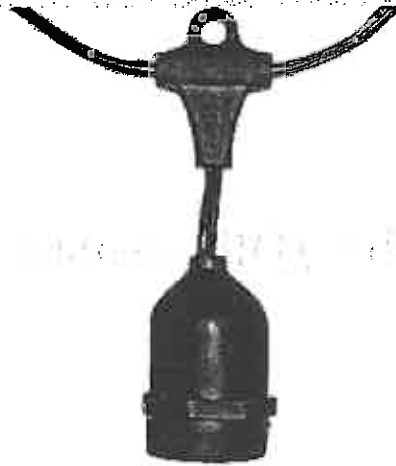


Festival Light Bulbs

- Medium Base Bulbs
- Medium Base LED Bulbs
- Intermediate Base Bulbs
- Candelabra Base Bulbs

[Home](#) » [Commercial/Festival Lighting](#) » [Commercial Light Strings](#) » [330' Light Strands & Reels](#)

330' Commercial Linear Light String Strand - Medium Base Suspended - Black



Item Description:

Long life, low maintenance linear festival lighting.

Great for lighting festive interiors and exteriors including building outlines, patio lighting, gazebos, porches, tents, streets and many other applications.

Heavy-duty factory-molded sockets on 14-gauge wire is suitable for commercial applications. Formulated PVC socket forms a tight weatherproof seal around the bulb.

Moulded end cap should not be used to mount strand or support the wire.

• Features:

- Medium Base Suspended Bulbs - not included
- 24" Spacing Between Sockets
- Maximum run = 1200 watts
- 330' Length
- All Black Wire
- 14 Gauge Wire
- 120 Volts
- Indoor / Outdoor Use

LED S14 Light Bulb - Medium Base - Faceted Bulb - Cool White



Item Description:

Use with our collection of Commercial Linear Light Strands:

- Medium Base 330' Reel
- Medium Base Suspended 330' Reel
- 48' & 100' Medium Base Strands
- 48' & 100' Medium Base Suspended Strands

▪ Features:

- Up to 90% Energy Savings over Incandescent Lamps
- 0.96W - 130V
- 10 LEDs per bulb
- Medium Base - E27
- Long Life Plastic S14 – last up to 40,000 hours
- 100% Mercury Free
- Shock & Vibration Proof
- Rated for outdoor use and wet locations

**Cooper Campbell [7000427] Uncoated Galvanized Steel
Cable - 7 x 7 Construction - 500' Long - 1/8" Dia.**



Item Description:

Use this galvanized steel wire to hang our linear strand lighting in outdoor settings & applications.

• Features:

- 500' Long, 1/8" Diameter
- High strength cable with a galvanized finish
- Uncoated cable
- Flexible 7 x 7 construction
- 340 lb. working load limit

• Pair With:

- 330' Light Reels
- 48' & 100' Light Strands
- Cord & Bulb Kits