



**SPECIAL
COMMISSION MEETING
CITY OF ST. PETE BEACH**
155 Corey Avenue

Tuesday, December 13, 2011
4:30 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

1. Special Master Interviews

Adjourn

Call to Order

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. – **None for this agenda**
- 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 Regular Meetings of November 8, 2011 and November 22, 2011**
- b. Authorization for the City Manager to sign a proposal from CardnoTBE in the amount of \$12,000 for geotechnical investigation, analysis, and construction estimates for Pass-A-Grille Way.**
- c. Authorize the City Manager to expend \$16,606 to TLC Diversified for wet well lid replacement at wastewater Lift Station #4.**
- d. Authorize the City Manager to expend \$44,769 to Rocha Controls for Programmable Logic Controller (PLC) panel replacement at the Reclaimed Water Booster Station.**
- e. Authorize the City Manager to purchase two (2) Fire Department staff vehicles through Duval Ford for \$59,394.00.**
- f. Authorize the City Manager to expend \$32,270 to Hinterland Group, Inc. for wastewater manhole rehabilitation.**

5. Action Items – None for this agenda

6. Ordinances – None for this agenda

7. Resolutions

- a. Resolution 2011-23, supporting Police Officer and Firefighter Pension Plan and Disability Presumption Reforms**
- b. Resolution 2011-24, appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate for the City's Code Enforcement Division.**

8. Items for Discussion – None for this agenda

9. City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting 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.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

JOHN M. ELIAS, P.A.

Attorney at Law



611 Druid Road., East, Suite 512
Clearwater, FL 33756

T (727) 461-0220 F (727) 461-2433
johnelias@ij.net

November 2, 2011

PROPOSAL FOR SPECIAL MAGISTRATE POSITION **FOR THE CITY OF ST. PETE BEACH**

Pamala Ann Prell, Clerk
Steve McFarlin, Mayor
Members of Town Commission

I hereby respectfully request that I be considered for the Special Magistrate position for the City of St. Pete Beach. Please accept my apology for not responding to the earlier request for qualifications. As you are aware, I have been the Special Magistrate for the City of St. Pete Beach from the inception of the adoption of the Special Magistrate Ordinance. I would very much like to continue in the capacity of your Special Magistrate.

In answer to your specific questions, the following is submitted:

- a. Attached hereto is a copy of my Curriculum Vitae.
- b. I have over thirty-five (35) years of governmental legal experience, having served as City Attorney for the City of Seminole for over thirty (30) years; as Town Attorney for the Town of Belleair Shore for thirteen (13) years and as Town Attorney for the Town of Kenneth City for two and one-half (2 ½ years). I have extensive experience in handling all aspect of municipal litigation and transactional legal matters. I am a Board Certified Civil Trial Lawyer and my experience includes substantial involvement in all manner of civil personal injury and wrongful death cases, including products liability and professional negligence actions. I was involved in the contract coordination with the City of Seminole and St. Petersburg College in the construction of the City of Seminole Joint Use Library with St. Petersburg College. I, also, was responsible for the drafting and preparation of the contract documents for the merger of the Seminole Fire Rescue District into the City of Seminole and was also instrumental in drafting and preparing the legislation that ultimately created the Seminole Special Recreation Taxing District. I, also, assisted in the transition of the City of Seminole charter amendment changing the form of government from a strong mayor to a city manager. I, also, assisted the City of Seminole on municipal annexation issues.

I was admitted to the Florida Bar and am licensed to practice in all Florida State Trial and Appellate Courts. I was also admitted to practice in the United States District Court for the Middle and Southern District of Florida, the United States Court of Appeals for the Fifth and Eleventh Circuit as well as the Supreme Court of the United States. I have remained Board Certified by the Florida Bar in Civil Trial Law since the inception of the Board Certification Program in 1983. I am a Martindale-Hubbell *AV* rated attorney and am listed in Florida's Law and Leading Attorneys Consumer Guide Book. Further, I am certified as a Civil Mediator in the Circuit and Federal Courts.

I received a Bachelor of Arts degree from Marquette University in 1965 and a Juris Doctor degree from the University of Kentucky College of Law in 1968. I was also admitted to the practice of law in the State of Kentucky. I am an active member of the Florida and International Municipal Attorneys Association, the Florida Bar Local Governmental Committee, the Florida Justice Association, the American Association for Justice, the Florida Bar, the Kentucky Bar, the American Bar Association, the Clearwater and St. Petersburg Bar Associations. I served as a Captain in the United States Army from 1968 to 1970. I am a member and past President of the Seminole Chamber of Commerce, past President of the Rotary Club of Seminole and was bestowed the honor of Mr. Seminole in 2005.

I believe that my experience in governmental law qualifies me to serve as Special Magistrate for the City of St. Pete Beach.

- c. During my service as Special Magistrate any conflicts have been easily resolved.
- d. My fee for service as Special Magistrate has been \$150.00 per hour and I would be willing to continue at that rate.
- e. Enclosed is a copy of my contract with Seminole and Kenneth City. Please note that in the Seminole contract there have been adjustments in the retainer amount and currently the retainer is \$5,115.93.
- f. References: Frank Edmunds, City Manager of the City of Seminole; Mark Ely, Community Development Director of the City of Seminole and Jeffrey O'Brien, Attorney.

If you are in need of any additional information, please feel free to contact me.

Sincerely yours,


JOHN M. ELIAS

JME:nse
enclosure

JOHN M. ELIAS
Attorney at Law
611 Druid Road – East
Suite 512
Clearwater, Florida 33756
(727) 461-0220
E-mail: johnelias@ij.net

EDUCATION

Marquette University, Milwaukee, Wisconsin
Bachelor of Arts, 1965

University of Kentucky College of Law, Lexington, KY
Juris Doctor, 1968

**PROFESSIONAL
LICENSES**

Bar of Kentucky	Admitted, 1969
Bar of Florida	Admitted, 1974
United States Court of Appeals - Third Circuit	Admitted, 1972
United States District Court For The Middle and Southern District of Florida	Admitted, 1974
United States Supreme Court	Admitted, 1974
United States Court of Appeals - Fifth Circuit	Admitted, 1978

**PROFESSIONAL
AFFILIATIONS**

Board Certified Civil Trial Lawyer
Certified Circuit & Federal Court Mediator
American Bar Association (Member Litigation Section)
The Florida Bar (Member Trial Lawyer Section)
Kentucky Bar Association
Admitted before U.S. Supreme Court
Admitted before United States District Court For The Middle and Southern Districts of Florida
Admitted before United States Court of Appeals for the Third and Fifth Circuit
Pinellas County Trial Lawyers
Academy of Florida Trial Lawyers (Member)
Defense Research Institute
National Institute of Municipal Law Offices
Clearwater Bar Association (Member)
St. Petersburg Bar Association (Member)

EXPERIENCE:

1995 to Present

Law Offices of John M. Elias, P.A.

John M. Elias, P.A. is a professional association specializing in all types of trial practice in State and Federal Courts and governmental law to include:

- ☐ Litigation Attorney specializing in the area of personal injury, wrongful death and professional malpractice.
- ☐ City Attorney for the City of Seminole
- ☐ Town Attorney for the Town of Belleair Shore.
- ☐ Hearing Master for the City of St. Pete Beach.
- ☐ Town Attorney for the Town of Kenneth City.

1991 to 1994

Elias & Davis, P.A.

- ☐ Litigation Attorney specializing in the area of personal injury, wrongful death and professional malpractice.
- ☐ City Attorney for the City of Seminole.

1983 to 1991

Law Offices of John M. Elias, P.A.

- Litigation Attorney specializing in the area of personal injury, wrongful death and professional malpractice.
- City Attorney for the City of Seminole.

1974 to 1983

Partner, Greene, Mann, Rowe, Stanton, Mastry and Burton

- Litigation attorney specializing in defending the interest of insurance companies and other corporate defendants in claims related to personal injury, insurance coverage issues, including lawsuits involving bad faith conduct by insurance companies.
- Represented the electrical utility serving Pinellas County, defending claims involving injuries from contact with electrical power lines as well as the railroad that served the community, in the defense of railroad grade crossing accident cases and injured employee cases resulting from the Federal Employer's Liability Act.
- Acted as defense counsel for large insurance companies in the defense of attorney malpractice claims.
- Represented product manufacturers, distributors and retailers in matters involving unsafe and dangerous products.

1970 to 1974

Trial Attorney, United States Department of Justice

- In 1970 appointed Special Counsel for the Criminal Division of the U.S. Department of Justice, Organized Crime and Racketeering Section.
- As Special Attorney for the Department of Justice was responsible for the investigation before Specialty Panel of Grand Juries and the prosecution of violations of Title 18 US Code Annotated
- Obtained the first conviction for violation of Title 18 USC 1955, (The Organized Crime Control Act of 1970). USA vs. Riehl, 460 F.2d 454 (US Ct. of Appeals 3rd Cir. 1972).

APPELLATE DECISIONS:

- USA vs. Riehl, 460 F.2d 454 (US Ct. of Appeals 3rd Cir. 1972).
- USA vs. Fletcher Earl Jones, 366 F.Supp 237 (US Dist. Ct. W.Dist. PA. 1973).
- Alfred S. Austin Construction Company, Inc. vs. St. Petersburg Kennel Club, Inc., (2d DCA #76-623 1976).
- Gilliland vs. Upham Insurance Agency, Inc., (2d DCA 1976).
- Ralph B. McKay vs. Dean Allen Motley, 343 So.2d 668 (2d DCA 1977).
- Brian C. Curtis vs. R.C. Friedman & Frederick A. Higham, Jr., (2d DCA #84-680 1984).
- Ruth Patrick vs. Randall Thornton, (2d DCA #84-1686 1984).
- The Florida Bar vs. Robert K. Hayden, 490 So.2d 940 (1986).
- Florida Power Corporation vs. Richard E. Brady, (2d DCA #90-574 1990).
- Stockton, Whatley & Davin vs. Associated Business Consultants, Inc., (2d DCA #92-00223 1992).
- Ven-Tel Plastics vs. Ellsworth Welton (1991) Petition for Certiorari.

PRESENTATIONS:

- Growth Management Act of 1980
- Greater Seminole Area Chamber of Commerce – 1981
- Personal Injury and Demonstrative Evidence
- Seminole Rotary Club – 1990
- Government in the Sunshine & Public Records Law
- Annual Retreat Seminole City Council – 2000
- Government in the Sunshine & Public Records Law
- Annual Retreat Seminole City Council – 2002

COMMUNITY SERVICE:

Board of Directors, Rotary Club of Seminole – 1981-1983; 1990-1992
Past President, Rotary Club of Seminole – 1992
Grow with Seminole Committee – 1983
Board of Directors, Bay Area Home Health Care Center, Inc. – 1981-1982
President, Seminole Family YMCA – 1979-1980

Board of Directors, Seminole Youth Athletic Association – 1979-1981
Instrumental in the formation of the Seminole Recreation Taxing District
Board of Directors of Seminole Chamber of Commerce – 1987-1989; 1999-2001
President of Seminole Chamber of Commerce – 2002
Board of Directors - Krewe of Neptune – 1998-2000
Captain - Krewe of Neptune – 2000-2001
Seminole Chamber of Commerce Merit Award – 2003
Mr. Seminole – 2005 (Seminole Chamber of Commerce Citizen of the Year Award

MILITARY SERVICE:

U.S. Army – 1968-1970. April, 1970, Captain.

BACKGROUND:

D.O.B. August 24, 1943; Married 1967; children: Michael John and Lisbeth Ann

EMPLOYMENT AGREEMENT BETWEEN CITY OF SEMINOLE AND CITY ATTORNEY

THIS AGREEMENT is entered into this 23rd day of October, 2001, by and between the CITY OF SEMINOLE, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "CITY") and JOHN M. ELIAS of the Law Firm of JOHN M. ELIAS, P.A., a duly licensed attorney to practice law in the State of Florida (hereinafter referred to as "ATTORNEY").

In consideration of the mutual promises and covenants herein contained the parties agree as follows:

I EMPLOYMENT

The CITY retains and employs, pursuant to the provisions of the City Charter of the City of Seminole, the ATTORNEY to act as City Attorney for the CITY. The City ATTORNEY shall act as the legal advisor to the Council, City Manager, Mayor and all City Departments, offices and agencies and provide all legal services to the CITY as specified in Section 3.09 of the Seminole City Charter and such other duties as may be directed by the authorized officers of the CITY or the laws of the State of Florida.

II ACCEPTANCE OF EMPLOYMENT

ATTORNEY accepts the employment as set forth in this agreement and will render to the best of the ATTORNEY'S ability the services described herein during the continuance of this agreement.

III COMPENSATION

As compensation for the legal services to be rendered by the ATTORNEY under and pursuant to this agreement, the CITY agrees to pay the ATTORNEY as follows:

1. Retainer:

The CITY agrees to pay the ATTORNEY a retainer of Four Thousand Five Hundred and 00/100 (\$4,500.00) Dollars per month. Except as provided below the retainer fee will compensate the ATTORNEY for all duties of the CITY ATTORNEY.

2. Hourly rate:

Special projects and litigation services, shall be compensated at the rate of One Hundred and twenty-five and 00/100 (\$125.00) Dollars per hour. Special projects and litigation are defined as follows:

Special Projects:

Special Projects are non-litigation matters which are designated by City Council.

Litigation:

Litigation services are defined as the representation of the CITY in any mediation, arbitration, administrative, judicial or quasi-judicial matters, including Code Enforcement proceedings. Litigation services, also, include the preparation and attendance at said proceedings as well as legal research, phone calls, conferences and any other work necessary to represent the CITY in any mediation, arbitration, administrative, judicial or quasi-judicial actions. Litigation services also include any pre-suit mediation and time expended in an effort to avoid litigation. Pre-suit or avoidance matters will be approved by City Council.

Paralegal/Legal Assistant:

The services of a paralegal/legal assistant are utilized by the ATTORNEY, the fee for such services will be charged at Seventy-five and 00/100 (\$75.00) Dollars per hour.

IV
COSTS

The CITY shall pay all costs incurred or advanced by the ATTORNEY in representing the CITY under and pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, photocopying charges and computer research charges.

V
BILLING

The ATTORNEY will submit to the CITY a statement for services rendered between the first and tenth day of each month for services performed to date under and pursuant to this Agreement. Monthly statements shall be clearly designated as relating to general representation, litigation matters or special projects. The statement for services will include the monthly retainer plus an itemized statement of time and charges for work performed on matters not covered under the Retainer. The

statement will include all costs incurred or advanced by ATTORNEY in representing the CITY under and pursuant to this Agreement. Invoices shall be sent to the CITY Manager, 7464 Ridge Road, Seminole, FL 33772. All invoices and expenses are payable upon receipt of the statement by the CITY.

VI TERM

This Agreement shall take effect upon execution by all parties and continue until terminated in accordance with the provisions of the CITY Charter. This Agreement shall be renewable on the same terms and conditions from year to year unless altered or modified by mutual agreement.

VII TERMINATION

In the event of either a vote by CITY council to terminate the ATTORNEY or the submission of the ATTORNEY'S resignation, the CITY agrees to pay the ATTORNEY the monthly retainer for a period of three (3) months from the date of termination. Continued representation of the CITY by the ATTORNEY during the three (3) month period on any existing matters including litigation or special projects will be by mutual agreement with due consideration to the issues involved in the existing litigation or special projects.

VIII CONFLICTS

The ATTORNEY expressly understands and agrees that in the event of an actual or a potential conflict of interest between the CITY and any other client, the ATTORNEY will promptly notify the other client of their need to obtain another attorney so as to preserve the ATTORNEY'S capability to represent the CITY without interruption.

The provisions of this Agreement are declared to be severable and if any section, sentence, clause or phrase of this Agreement shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but shall remain in effect, it being the legislative intent that this Agreement shall stand notwithstanding the invalidity of any part.

IX INSURANCE

The CITY ATTORNEY shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance, including Worker's Compensation Insurance and professional liability or errors and omissions insurance that will provide protection to the CITY in the event of any claims or causes of action being brought against the CITY regarding representation of the CITY by

the CITY ATTORNEY.

X
AMENDMENTS

This Agreement may be amended or modified by mutual agreement of both parties. No amendment shall be valid unless in writing and executed by both parties.

XI
FLORIDA LAW

The laws of the State of Florida shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained.

XII
CAPTIONS

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of this Agreement or the intent of any provision hereof.

XIII
ASSIGNMENT

This Agreement is not assignable, in whole or in part, by either party.

XIV
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties respecting the matters involved in this Agreement.

XV
SEVERABILITY

If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force.

THE ABOVE AND FOREGOING AGREEMENT, upon motion by Pat Hartstein
_____ and seconded by Carol Hajek was duly

approved by the City Council of Seminole, Florida, at a meeting held on Oct. 23, 2001.

Dottie K. Reeder
DOTTIE K. REEDER, Mayor

ATTEST:
Carolyn A. Chandler
City Clerk

ACCEPTED:
John M. Elias
JOHN M. ELIAS, Attorney

✓

**EMPLOYMENT AGREEMENT BETWEEN TOWN OF KENNETH CITY
AND CITY ATTORNEY**

THIS AGREEMENT is entered into this 11 day of MARCH, 2009, by and between the TOWN OF KENNETH CITY, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "TOWN") and JOHN M. ELIAS of the Law Office of JOHN M. ELIAS, P.A., a duly licensed attorney to practice law in the State of Florida (hereinafter referred to as "ATTORNEY").

In consideration of the mutual promises and covenants herein contained the parties agree as follows:

I
EMPLOYMENT

The TOWN retains and employs, pursuant to the provisions of the TOWN Charter of the TOWN of KENNETH CITY, the ATTORNEY to act as TOWN Attorney for the TOWN. The TOWN ATTORNEY shall act as the legal advisor to the Council, TOWN Manager, Mayor and all TOWN Departments, offices and agencies and provide all legal services to the TOWN as specified in the TOWN of Kenneth City TOWN Charter and such other duties as may be directed by the authorized officers of the TOWN or the laws of the State of Florida.

II
ACCEPTANCE OF EMPLOYMENT

ATTORNEY accepts the employment as set forth in this agreement and will render to the best of the ATTORNEY'S ability the services described herein during the continuance of this agreement.

III
COMPENSATION

As compensation for the legal services to be rendered by the ATTORNEY under and pursuant to this agreement, the TOWN agrees to pay the ATTORNEY as follows:

1. Hourly Rate:

The TOWN agrees to pay the ATTORNEY at the hourly rate of One Hundred and twenty-five and 11/100 Dollars (\$125.00) per hour. Except as provided below the hourly rate will compensate the ATTORNEY for all duties of the TOWN ATTORNEY.

2. Litigation:

Litigation matters will be billed at the hourly rate of One Hundred Fifty-five and 00/100 Dollars (\$155.00) per hour.

Litigation services are defined as the representation of the TOWN in any mediation, arbitration, administrative, judicial or quasi-judicial matters, including Code Enforcement proceedings. Litigation services, also, include the preparation and attendance at said proceedings as well as legal research, phone calls, conferences and any other work necessary to represent the TOWN in any mediation, arbitration, administrative, judicial or quasi-judicial actions.

3. Paralegal/Legal Assistant:

The services of a paralegal/legal assistant utilized by the ATTORNEY, will be billed at the hourly rate of Seventy-five and 00/100 (\$75.00) Dollars per hour.

IV COSTS

The TOWN shall pay all costs incurred or advanced by the ATTORNEY in representing the TOWN under and pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, photocopying charges and computer research charges.

V BILLING

The ATTORNEY will submit to the TOWN a monthly statement for services rendered by the 15th day of each month for services performed for the preceding month. Monthly statements shall be clearly designated as relating to general representation or litigation matters. The statement for services will include an itemized statement of time and charges for work performed. The statement will include all costs incurred or advanced by ATTORNEY in representing the TOWN. Invoices shall be sent to the TOWN Clerk. All invoices and expenses are payable upon receipt of the statement by the TOWN.

VI TERM

This Agreement shall take effect upon execution by all parties and continue until terminated in accordance with the provisions of the TOWN Charter. This Agreement shall be renewable on the same terms and conditions from year to year unless altered or modified by mutual agreement.

VII CONFLICTS

The ATTORNEY expressly understands and agrees that in the event of an actual or a potential conflict of interest between the TOWN and any other client, the ATTORNEY will promptly notify the other client of their need to obtain another attorney so as to preserve the ATTORNEY'S capability to represent the TOWN without interruption.

The provisions of this Agreement are declared to be severable and if any section, sentence, clause or phrase of this Agreement shall, for any reason, be held to be invalid or unconstitutional,

such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but shall remain in effect, it being the legislative intent that this Agreement shall stand notwithstanding the invalidity of any part.

VIII **INSURANCE**

The TOWN ATTORNEY shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance, including Worker's Compensation Insurance and professional liability or errors and omissions insurance that will provide protection to the TOWN in the event of any claims or causes of action being brought against the TOWN regarding representation of the TOWN by the TOWN ATTORNEY.

IX **AMENDMENTS**

This Agreement may be amended or modified by mutual agreement of both parties. No amendment shall be valid unless in writing and executed by both parties.

X **FLORIDA LAW**

The laws of the State of Florida shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained.

XI **CAPTIONS**

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of this Agreement or the intent of any provision hereof.

XII **ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by either party.

XIII **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties respecting the matters involved in this Agreement.

XIV
SEVERABILITY

If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force.

THE ABOVE AND FOREGOING AGREEMENT, upon motion by Vice-Mayor CARRIER
and seconded by Councilmember JIVIDEN was duly
approved by the TOWN Council of Kenneth City, Florida, at a meeting held on March 11, 2009.

Manuel N. Whitman

Mayor

ATTEST:

Nancy J. Bealm

TOWN Clerk

ACCEPTED:

John M. Elias

JOHN M. ELIAS, Attorney

HERBERT E. LANGFORD, JR., P.A.
CERTIFIED CIRCUIT, FAMILY & FEDERAL MEDIATOR
727.725.8774
FAX 727.724.0603
mediator@tntpc.com

HERBERT E. LANGFORD, JR.
QUALIFIED ARBITRATOR
ATTORNEY AND COUNSELOR AT LAW

POST OFFICE BOX 15632
CLEARWATER, FL 33766-5632

Wednesday, October 19, 2011

Rebecca C. Haynes, City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Special Magistrate Qualifications

Dear Ms. Haynes:

I am writing to express my interest and to request your consideration to serve as a Special Magistrate for code enforcement matters. Accordingly, enclosed is my resume for your review and information.

Administrative hearing experience encompasses service as a special magistrate and hearing officer under court appointment, and for code enforcement, zoning variance, and employment issues. From 1994 to 2007, I served as a Pinellas County Civil Traffic Infraction Hearing Officer (traffic magistrate). Since 1992, I have also served as Special Magistrate for the Value Adjustment Board (VAB), hearing *ad valorem* property tax appeals in Pinellas County. That service expanded to ten other Florida counties. My VAB experience encompasses all facets of the value adjustment process. In addition to the usual homestead-related exemptions and agricultural classifications, cases before me comprise the gamut from governmental, charitable or religious exemptions and agricultural classifications along the I-4 corridor to valuation of real and personal property. I would welcome the opportunity to use that experience and renew those efforts for the City of St. Pete Beach.

Pursuant to the RFQ, enclosed is a copy of my 2009 contract (and its 2011 renewal) with Pinellas County. In other jurisdictions, I serve by appointment with an annual review. Also enclosed are three letters of reference from Paulette E. Cohen (Ms. Cohen now works for the City of Treasure Island), Todd F. Myers, and Thomas J. Trask, Esquire.

My requested rate of compensation is \$175 per hour (the same as Madeira Beach, Indian Shores, and Pinellas County code enforcement) or the same rate as other Special Magistrates according to the hourly rate set by the City of St. Pete Beach. Please let me know whether you need additional information or amplification. Thank you for your consideration.

Sincerely,



Herbert E. Langford, Jr.

HERBERT E. LANGFORD, JR.

Post Office Box 15632 • Clearwater, FL 33766-5632 • 727.725.8774 • mediator@tntpc.com

SKILLS

Since 1992, focus has been on alternative dispute resolution, the practice and teaching of mediation skills and techniques. Practice has focused on civil litigation from its inception in 1972. After an early emphasis on personal injury and family law, I concentrated on litigation involving contracts, construction, real estate, administrative hearings, commercial collections, foreclosure, financing, and commercial disputes.

From both sides of the bench and each side of the bar, I have litigated, arbitrated, and mediated in small county courthouses and urban judicial centers. In my civil trial practice, I represented individuals, large and small businesses and companies, and financial institutions in the defense and prosecution of varied claims.

Successful arbitrations and mediations include voluntary and court-ordered matters, myriad contract, and complex construction and commercial litigation issues and amounts at stake, marital and family, health, life and casualty claims, products liability, financial products, securities, personal and business disputes.

In addition to service as traffic magistrate, administrative hearing experience encompasses service as a special magistrate and hearing officer under court appointment, and for *ad valorem* property tax appeals, employment issues, code enforcement, and zoning variance.

Value Adjustment Board experience involves commercial & residential valuation, exemptions, and agricultural classification. Parcels and valuation of real and personal property range from residential and small family businesses to multi story office buildings, regional malls and national department stores, and cable TV systems. Exemption and classification cases entail small family farms to diverse commercial agricultural operations, port authority, airport authority, sports stadia, fairgrounds, and raceways.

PROFESSIONAL BACKGROUND

Admitted to bar, 1972, Florida; FBN 142823

U.S. District Court, Middle District of Florida

U.S. Court of Appeals, Fifth & Eleventh Circuits

1975, U.S. Supreme Court

Supreme Court of Florida

Certified Circuit Civil Mediator (CMN 02912 CFR) – 1992-date

Certified Family Mediator – 1994-date

Qualified Arbitrator – 1992-date

Federal Mediator - U.S. District Court, Middle District of Florida - 1992-date

Arbitrator - Commercial Law, American Arbitration Association - 1980-date

Mediator - United States Postal Service (USPS) REDRESS

ADR Process for Postal Service employees - 1999-date

Independent Neutral - Collins Center for Public Policy, Inc.

Hurricane Relief Dispute Resolution – 2004-2007

APCOM Reviewer for Prudential Insurance

class action litigation – 1999-2001

Residential Mortgage Foreclosure Mediation – 2010-date

Mediator - Florida Department of Business & Professional Regulation - 1992-date

Mobile Homes, Condominiums, & Homeowners' Associations

Mediator – Florida Department of Financial Services – 1992-date

PROFESSIONAL BACKGROUND (CONT'D)

Civil Traffic Infractions Hearing Officer (Traffic Court Magistrate)
Pinellas County - 1994-2007
Hearing Officer - Administrative proceedings
Pinellas County School Board - 1992-1997
City of Clearwater - 1995-date
Special Magistrate - Value Adjustment Board
Pinellas County - 1992-date
Hernando County - 1996-2010
Citrus County - 1997-date
Hillsborough County - 1998-date
Seminole County - 2000-date
Charlotte County - 2004-date
Pasco County - 2006-date
Special Magistrate - Code Enforcement
City of Madeira Beach - 2001-2009; 2010-date
Town of Indian Shores - 2004-date
Pinellas County - 2008-date
Special Magistrate, Variance, Special Exception Uses
City of Madeira Beach - 2004-2009; 2010-date
Associate Municipal Judge - Dunedin - 1975-1976
Municipal Judge - Oldsmar - 1975-1976

EDUCATION

University of Florida
J.D., 1972, B.S.B.A., 1969
Suffolk University, Boston
National College of Advocacy, 1977

LEGAL AND COMMUNITY INVOLVEMENT

The Florida Bar
Sixth Judicial Circuit Grievance Committee
Judicial Administration Selection and Tenure
Diplomate, Florida Academy of Professional Mediators
Past President
Trainer - Peer Mediation for students of Pinellas County
Schools and Saint Petersburg College
The Clearwater Bar
Board of Directors
Chair, Client Relations
Chair, Arbitration & Mediation
Mentor
American Inns of Court
Barney Masterson Inn
Canakaris Inn of Court
Florida Blue Key
Leadership Pinellas - President - 1988-1989
Leadership Tampa Bay - Co-Chair - 1988-1989, Inaugural Class
1989 National Distinguished Leadership Award - National
Association of Community Leadership

SPECIAL MAGISTRATE SERVICES CONTRACT

THIS AGREEMENT made December 17, 2009, by and between PINELLAS COUNTY and HERBERT E. LANGFORD, JR., whose address is Post Office Box 15632, Clearwater, FL 33766-5632, hereinafter referred to as "SPECIAL MAGISTRATE."

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

1. SPECIAL MAGISTRATE, by executing this agreement warrants that he is fully qualified to perform the function of SPECIAL MAGISTRATE as prescribed herein, and that SPECIAL MAGISTRATE is a member in good standing of the Florida Bar, and that he has not been disciplined by the Florida bar or the bar of any other jurisdiction.

2. The contract term shall be for two (2) years commencing December 1, 2009 to November 30, 2011, this agreement may be renewed for an additional two-year term at the discretion of the County Administrator or his/her designee. If this agreement is renewed, PINELLAS COUNTY and SPECIAL MAGISTRATE may renegotiate the hourly wage to be paid to the SPECIAL MAGISTRATE for the additional two-year term. PINELLAS COUNTY or SPECIAL MAGISTRATE may terminate this agreement without cause at any time by furnishing written notice of its intent to terminate sixty (60) days prior to the actual date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

3. At commencement of the contract, SPECIAL MAGISTRATE hereby agrees to perform the services of a hearing officer, hearing and deciding all cases assigned to him/her by PINELLAS COUNTY involving alleged violations of the Pinellas County Code of ordinance provisions as they may be amended from time to time. The PINELLAS COUNTY administrative staff shall be responsible for scheduling meetings of Special Magistrates. SPECIAL MAGISTRATE shall be required to hear all matters assigned to him/her through completion and work with PINELLAS COUNTY staff and be prepared to issue findings of fact and conclusions of law and final recommended orders in acceptable form for ratification by PINELLAS COUNTY.

4. The location of the meetings shall be in Pinellas County, Florida. PINELLAS COUNTY shall provide an appropriate location to conduct the proceedings. Travel

reimbursement is limited to expenses incurred only for travel outside Pinellas County necessary to fulfill the responsibilities as a Special Magistrate. Travel reimbursements shall be made only when sufficient funds have been budgeted and are available, and upon prior approval by PINELLAS COUNTY. Travel shall be paid in accordance with Pinellas County Travel Policy. Costs for copies of documents and postage incurred by SPECIAL MAGISTRATE shall be reimbursed after submittal of an itemized monthly statement. No other expenses shall be reimbursable except documented long distance telephone calls to PINELLAS COUNTY staff to fulfill the responsibilities as a Special Magistrate. All typical office and overhead expenses including, but not limited to local telephone expenses, travel, and recreational, shall be borne by SPECIAL MAGISTRATE.

5. SPECIAL MAGISTRATE shall be paid the sum of \$175.00 dollars per hour for each hour or fraction thereof for services rendered. Payment by PINELLAS COUNTY shall be in compliance with the Florida Prompt Payment Act as it may be amended from time to time. SPECIAL MAGISTRATE shall not be prohibited from handling privately retained cases in his/her private practice so long as it does not otherwise interfere with SPECIAL MAGISTRATE'S obligations under this agreement. SPECIAL MAGISTRATE shall promptly notify PINELLAS COUNTY of any ethical conflicts that may arise or if for some reason SPECIAL MAGISTRATE feels it would be inappropriate for him/her to hear and deliberate any given individual's alleged violation.

Additionally, SPECIAL MAGISTRATE shall comply with the following conflict of interest provisions of this section; failure to comply with these provisions shall constitute grounds for removal by PINELLAS COUNTY:

- a. Upon appointment, SPECIAL MAGISTRATE shall comply with the disclosure requirements imposed by Florida law, including sections 112.313 and 112.3145, Florida Statutes.
- b. Additionally, SPECIAL MAGISTRATE shall comply with the voting requirements imposed by Florida law, including sections 286.012 and 112.3143, Florida Statutes.
- c. For a period of one (1) year from the date of termination of office as a

SPECIAL MAGISTRATE, such person is hereby expressly prohibited from acting as agent or attorney in any proceedings, petition or other matter before a Pinellas County Special Magistrate.

- d. No person who is or may become a party to a hearing before a Special Magistrate shall communicate ex parte with any Special Magistrate concerning that violation. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct personal or financial interest in the property subject of the alleged violation.
- e. SPECIAL MAGISTRATE shall not communicate ex parte on his/her own volition with any party, representative of a party, or interceding person concerning an alleged violation; however, SPECIAL MAGISTRATE may consider a request regarding the scheduling or continuance of hearings when such request is made in writing.

6. SPECIAL MAGISTRATE shall have the right, with the approval of PINELLAS COUNTY, to adopt rules for the conduct of any hearing before SPECIAL MAGISTRATE so long as the rules are in compliance with any governing statute, rule, or ordinance. PINELLAS COUNTY and SPECIAL MAGISTRATE intend that the relationship between them created by this contract is that SPECIAL MAGISTRATE is an independent contractor. No agent, employee, or servant of the SPECIAL MAGISTRATE shall be or shall be deemed to be, the agent or servant of PINELLAS COUNTY. None of the benefits provided by PINELLAS COUNTY to their employees including, but not limited to Worker's Compensation Insurance and Unemployment Insurance are available from PINELLAS COUNTY to the employees, agents, or servants of SPECIAL MAGISTRATE. SPECIAL MAGISTRATE shall be allowed to partake of the benefits of sovereign immunity by Section 768.28, Florida Statutes, as it may be amended from time to time. This is not an exclusive contract and does not guarantee SPECIAL MAGISTRATE will receive a minimum payment each month or that he will have cases to be heard each month or duties to perform. Further, PINELLAS COUNTY reserves the right to hire other individuals as Special Magistrates during the term of this agreement.

7. SPECIAL MAGISTRATE signing this agreement shall perform the legal services described herein. At no time shall an associate or substitute counsel perform the Special

Magistrate services. Special Magistrate shall not delegate or assign his or her right or obligations hereunder either in whole or in part without the prior written consent of PINELLAS COUNTY. Special Magistrate agrees and covenants that he shall perform the legal services described herein while at all times complying with all the current requirements of the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar. Any actions by SPECIAL MAGISTRATE or his agents that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar shall be the sole responsibility and liability of SPECIAL MAGISTRATE.

8. PINELLAS COUNTY at its discretion may audit or inspect SPECIAL MAGISTRATE books and financial records, ledgers, time sheets, other records relating to services under this agreement for a period of three (3) years after the termination of this agreement. All records, books, and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes.

9. The failure of either party to comply with the terms of this agreement shall constitute a material breach of this agreement by said party. In addition to any remedies authorized by law, the non-breaching party shall have the right to terminate this agreement immediately upon the occurrence of such material breach. Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time. At the option of PINELLAS COUNTY, this agreement shall terminate upon the occurrence of any of the following:

- A. Violation of any material provision of the agreement.
- B. Discovery by PINELLAS COUNTY that this agreement was obtained through fraud by commission or omission.
- C. Any assignment of the rights or responsibilities under this agreement without PINELLAS COUNTY's approval in writing.
- D. The institution of disciplinary proceedings against SPECIAL MAGISTRATE by the Florida Bar or any other jurisdiction's professional regulatory body.
- E. The commencement of criminal prosecution of SPECIAL MAGISTRATE in any court anywhere.

F. Failure to disclose to PINELLAS COUNTY the institution of any criminal or administrative disciplinary proceedings against SPECIAL MAGISTRATE.

G. Incompetence, rendering of unsatisfactory service, neglect of duty or any other conduct unbecoming an officer of the court.

11. In the event SPECIAL MAGISTRATE is unable to perform under this agreement due to a permanently disabling injury, a continuing disabling sickness, or for other similar causes beyond the control of SPECIAL MAGISTRATE, SPECIAL MAGISTRATE shall be released from any and all obligations under this agreement. In the event of circumstances beyond the control of PINELLAS COUNTY such as a judicial decision, administrative action, or other similar circumstances, should prevent PINELLAS COUNTY from fulfilling its obligation under this agreement, SPECIAL MAGISTRATE agrees that in the aforementioned circumstances, PINELLAS COUNTY will be released from any and all responsibility hereunder.

12. This agreement is subject to the availability of funds. In the event funds to finance this agreement are unavailable, this unavailability of funding shall be considered cause under which PINELLAS COUNTY may terminate this agreement upon no less than thirty (30) days after written notice thereof to SPECIAL MAGISTRATE. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. PINELLAS COUNTY shall be the final authority as to availability of funds.

13. No waiver by either party of any existing default by the other party shall be deemed to waive any subsequent default of such party.

14. All rights hereunder are cumulative, not alternative, and are in addition to any other rights given by law.

15. This agreement supercedes any prior agreements between the parties and is the sole basis for agreement between the parties.

16. Any notice required to be given under any provision of this agreement shall be deemed given if sent to SPECIAL MAGISTRATE at the following address:

Herbert E. Langford, Jr.
Herbert E. Langford, Jr., P.A.
Post Office Box 15632
Clearwater, FL 33766-5632

or PINELLAS COUNTY at the following address:

c/o County Administrator
315 Court St.
Clearwater, Florida 33756

provided such notice is given by placing the notice in an envelope with postage prepaid at the then current rates and addressed to the individuals at the preceding addresses. This does not preclude notice given by other means but to be effective for purposes of this provision the notice must be given as stated herein. Changes to notice addresses may be made in writing and mailed as noted above or by hand delivery of written notice.

17. This agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement and formally approved by the parties.

PINELLAS COUNTY

Witness: Della Kly By: Mark S. Lasala
Print Name: Della Kly ROBERT S. LASALA
COUNTY ADMINISTRATOR

Witness: Mollie L. Vessels By: Herbert E. Langford, Jr.
Print Name: Mollie L. Vessels HERBERT E. LANGFORD, JR.
SPECIAL MAGISTRATE



Joseph Lauro, CPPO/CPPB
Director

DATE: August 25, 2011

Herbert E. Langford Jr. PA.
Herbert E. Langford, Jr.
P. O. Box 15632.
Clearwater, FL 33766-6632

CONTRACT TITLE: Agreement for Special Magistrate Services Contract

BID NUMBER: 101-0139-A (DM)

To Whom It May Concern:

Our Contract with your Company for Special Magistrate Services for Pinellas County contains a Term Extension for an additional twenty-four (24) months.

Referenced contract will expire on November 30, 2011. Please advise if your Company wishes to extend this contract for an additional twenty-four (24) months at the same contract prices, terms, conditions and specifications, subject to funds availability, approval by the using department, and the County Administrator.

Please reply to this letter no later than September 9, 2011. In addition include an updated insurance certificate.

If further information is required, please contact me at (727) 464-3152.

Sincerely,

Dot Milton, CPPB
Procurement Analyst

☒ Yes WILL EXTEND
☐ No WILL NOT EXTEND

Authorized Signature:

Name & Title:

Herbert E. Langford, Jr., Pres.
(Print/Type)

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX (727) 464-3925
Website www.pinellascounty.org/purchase



6410 101st Avenue
Pinellas Park, FL 33782

October 17, 2011

To Whom It May Concern:

I would strongly recommend Herbert E. Langford, Jr. for the position of Code Enforcement Special Magistrate. I had the pleasure of working with Herb Langford in the City of Madeira Beach for approximately 5 years. He served in the capacity of both Code Enforcement and Variance Special Magistrate.

As a code enforcement special magistrate, he carefully reviewed the property ownership, evidence and the notices sent to the respondent to ensure there were no errors. Further, he asked questions of both the staff and the respondent during the hearing to understand the situation and also determine if the staff provided sufficient time for the respondent to correct the violation prior to the code hearing. He carefully listened to the respondent to determine if there was an underlying reason for the lack of compliance.

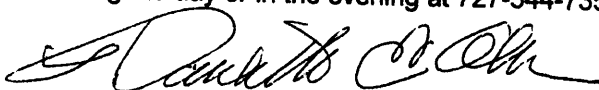
Herb Langford respected the community's needs to address problem properties. He understood how one unkempt property impacted an entire street or neighborhood but at the same time he knew what problems resulted from weekly or daily rentals of homes in an R-1 single family area.

Herb Langford dealt with several environmental violations. In one case a pizza restaurant decided to stop using the grease trap and instead sent the grease into the storm drain. In another case, someone washed gallons of fuel into a storm drain. Herb knew the irreparable damage those actions would have on the Boca Ciega Bay and Gulf of Mexico.

In 5 years of code cases, I always felt that Herb Langford was fair and reasonable with both the amount of the fine and time-frame given to the respondent to correct the violation. On each code case he would ask the City staff member to recommend the fine and the time-frame for correction.

Lastly, Herb Langford always took pride in his written orders. Whether the case was being appealed to the circuit court or simply recorded in the public record; there was never a question about that which was stated in the code order.

If you would like to speak to me directly; I can be reached at cell phone 727-409-6067 during the day or in the evening at 727-544-7351.



Paulette E. Cohen
Former Community Development Director of Madeira Beach

**BOARD OF COUNTY
COMMISSIONERS**

Nancy Bostock
Neil Brickfield
Calvin D. Harris
Susan Latvala
John Morroni
Karen Williams Seel
Kenneth T. Welch



October 19, 2011

To Whom It May Concern:

Mr. Herbert E. Langford Jr. has served as a Special Magistrate for Pinellas County Code Enforcement since the inception of our magistrate process in January 2008.

We find Mr. Langford to be fair and equitable in the performance of his duties. He is always prepared and conducts his hearings in a manner that engages participation with all parties. Although Mr. Langford is firm in his rulings, he is always willing to consider good faith efforts to comply. He has an extensive knowledge of the law and understands the ultimate goal is compliance.

Mr. Langford encourages and supports efficiencies at all steps in the magistrate process. He is always efficient and timely in the production of his orders and other associated paperwork, and his invoices are fair and reasonable.

I would recommend Mr. Langford without reservation to serve as a magistrate. Feel free to contact me if you wish to further discuss his qualifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd F. Myers". The signature is fluid and stylized, with a large, sweeping flourish at the end.

Todd F. Myers, Director
Pinellas County Code Enforcement
727-464-4761

PLEASE ADDRESS REPLY TO:

512 Ft. Harrison Avenue
Clearwater, Florida 33756

Phone: (727) 464-4761

FAX: (727) 464-3174

SUNCOM: 570-4761

SUNCOMFAX: 570-3174

Website: www.pinellascounty.org



October 19, 2011

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

**Re: Recommendation of Herbert E. Langford, Jr., Esquire for
St. Pete Beach Code Enforcement Special Magistrate Position**

Dear Mike:

The purpose of this letter is to offer my recommendation of Attorney Herbert E. Langford, Jr. for the City of St. Pete Beach's Special Magistrate position.

I have known Herb for more than fifteen years and, during that time, have had the opportunity to work with him in many areas of service.

Herb has been a certified mediator for years and I have had the occasion to utilize his mediation services a number of times. He is compassionate, a good listener and takes a common sense approach to resolving tough issues, making him an effective mediator.

In addition to mediation, Herb has been the Special Magistrate for the Town of Indian Shores and the City of Madeira Beach for several years. Having worked with him in this capacity in Madeira Beach, I found him to always be up-to-date on current law regarding code enforcement issues and a stickler for due process.

Herb also possesses a wealth of knowledge and experience in the determinative process from his years of acting as a Pinellas County Traffic Hearing Officer and a Value Adjustment Board Special Magistrate for several Counties within the State of Florida.

I would have every confidence in recommending Herb for the Special Magistrate position in St. Pete Beach. If you have any questions or would like to speak to me regarding Herb's qualifications, please don't hesitate to call me.

Yours very truly,

**FRAZER, HUBBARD, BRANDT, TRASK,
YACAVONE, METZ & DAIGNEAULT, LLP**

A handwritten signature in cursive script, appearing to read "Thomas J. Trask".

THOMAS J. TRASK

TJT/fe

*Law Offices of
James W. Denhardt
Attorneys at Law*

James W. Denhardt

Regina A. Kardash

*2700 First Avenue North
St. Petersburg, Florida 33713
Telephone (727) 327-3400
Facsimile (727) 323-0888*

November 17, 2011

Mayor Steve McFarlin and Members
of the City Commission
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Dear Mayor McFarlin and Members of the City Commission:

I am pleased to submit this letter and the enclosed application documents, as application for the position of Special Magistrate for the City of St. Pete Beach. As shown in the enclosed application, I have had extensive experience in municipal law, Code Enforcement and services as Special Magistrate. I have served as a municipal attorney in Pinellas County for the past 33 years, in not only general municipal and governmental law, but also specifically in Code Enforcement and Special Master/Special Magistrate services involving the municipalities that I represent or where I have served as Special Magistrate (formerly called Special Master). Regina A. Kardash has had the same experience and involvement in Code Enforcement and Special Magistrate proceedings during the time that she has been an associate attorney in my office.

My experience in Code Enforcement proceedings has given me a unique perspective as to what a municipality is generally trying to accomplish through code proceedings. I know that in most proceedings the municipality is attempting to obtain compliance in the shortest period of time possible. However, I recognize that in a lot of situations, compliance might not readily be obtained unless the respondent/violator realizes the consequences and is motivated to bring the property into compliance. Additionally, I recognize that in some cases, the respondent/violator may be obstinate as to complying, and a substantial administrative fine/lien is appropriate. In many cases, the appearance before the Code Enforcement Special Magistrate is the individual's first appearance before a detached, neutral person. I feel it is my obligation to make sure that the individual recognizes and is made aware of the severe consequences that are available and will be imposed in the event of continued non-compliance. Code Enforcement proceedings and enforcement must be in accordance with the provisions of the Florida Statutes and the City Code. However, within the framework of those guidelines,

Mayor Steve McFarlin and Members
of the City Commission
City of St. Pete Beach
November 17 , 2011
Page 2

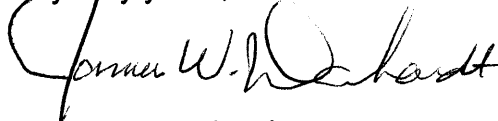
whenever the party has been found to be in violation of the City Codes, I like to be creative in crafting Orders that emphasize to the individual the necessity and benefit of early compliance. I believe that you can confirm with Mr. Mark Ely, the Community Development Director of the City of Seminole, that this approach has been highly successful in that City.

You will notice in the application that I propose that both I and Ms. Kardash be jointly appointed. The nature of Code Enforcement cases require that they be scheduled for some time in advance of the hearing. I understand that the City's hearings are generally scheduled on the same day of each month. However, unexpected occurrences such as illnesses, unanticipated Court hearings being scheduled over which I might have no control, or being out of town sometimes occur. Although if selected as the City's Special Magistrate it is anticipated that I would be the primary person serving in the capacity as Special Magistrate and attending and conducting the meetings, I am also suggesting the appointment of my office and Ms. Kardash so that if something unexpected occurs and I am unable to attend the hearing, that Ms. Kardash can hear and decide the matters without the necessity of any hearings being postponed.

The other matter I feel compelled to mention is that of fees. Your proposal requested the rate proposed, which I have included. However, I would point out that an attorney's hourly rate is only one of two equal factors that goes into determining the final bill. The other factor is the hours billed. As a result of my experience in this field, I consider myself to be extremely time efficient, both in the conduct of hearings and in the preparation of Orders, and believe that I am always judicious in minimizing the time billed, which I think would be confirmed by one of our references, Mr. Dan Katsiyannis, Administrator of the Office of Management and Budget for the City of Pinellas Park.

In summary, I thank you for the opportunity to submit this application. If I can provide any additional information, please feel free to contact me. I look forward to meeting with you during your selection process.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt", written over a horizontal line.

James W. Denhardt

Enclosures

JWD/law

**APPLICATION
OF**

**JAMES W. DENHARDT
and
REGINA A. KARDASH**

**Law Offices of James W. Denhardt
Attorneys at Law**

FOR

**SPECIAL MAGISTRATE
CITY OF ST. PETE BEACH**

November 17, 2011

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**Qualifications/Experience of James W. Denhardt
for Service as Special Magistrate for the City of St. Pete Beach**

General Qualifications and Experience:

- ▶ B. S. Degree in Accounting - 1968
Western Kentucky University
- ▶ Commissioned Officer
Corps of Engineers
United States Army 1968 to 1970
Served 13 months in Korea
- ▶ J. D. Degree - 1973
Stetson University College of Law
- ▶ The Florida Bar
Admitted October 18, 1973
Licensed to practice law in State of Florida continuously since such date to present
- ▶ Assistant State Attorney and Prosecutor
State Attorney's Office for the Sixth Judicial Circuit, Pinellas County, Florida
1973 to 1976
Prosecuted criminal cases, from Local Ordinance and Code violations up to First Degree Murder and other Capital cases
- ▶ Partner, Denhardt and Andringa, Attorneys at Law
1976 to 1988
Private practice of law until former partner, Henry J. Andringa, was appointed as a Pinellas County Judge
- ▶ Law Offices of James W. Denhardt, Attorneys at Law
1976 to present
Private practice of law in a general, trial-oriented and governmental practice
- ▶ Rated AV by Martindale-Hubbell
- ▶ Admitted to Florida Courts
Argued cases before the Florida Supreme Court
- ▶ Admitted to all Federal Courts, including United States Supreme Court
- ▶ Admitted to The Florida Bar October 18, 1973

- ▶ St. Petersburg Bar Association
Member since 1976; served on the Executive Committee
- ▶ Pinellas County Criminal Defense Lawyers Association
Past President
- ▶ Pinellas County Trial Lawyers Association
Past President

Specific Municipal Qualifications and Experience:

- ▶ Town Attorney
Town of Redington Shores, Florida
1978 to present
- ▶ City Attorney
City of Treasure Island, Florida
1986 to 2004
- ▶ City Attorney
City of Pinellas Park, Florida
2004 to present
- ▶ Prosecutor for Code Enforcement Board
City of Pinellas Park, Florida
1983 to 2004
- ▶ Special Assistant City Attorney
City of Pinellas Park, Florida
1983 to 2004 (as needed when its former City Attorney, Edward D. Foreman,
had any conflicts of interest)
- ▶ Attorney for Code Enforcement Board
Town of North Redington Beach, Florida
1983 until the Board was dissolved in 1999
- ▶ Code Enforcement Special Master
Town of North Redington Beach, Florida
1999 to present
- ▶ Attorney for Code Enforcement Board
Town of Redington Beach, Florida
1990 until the Board was dissolved in 1997

- ▶ Code Enforcement Special Master
Town of Redington Beach, Florida
1997 to 2004
- ▶ Code Enforcement Special Magistrate
City of Belleair Bluffs, Florida
2006 to present
- ▶ Code Enforcement Special Magistrate
City of Seminole, Florida
2000 to present
- ▶ Code Enforcement and Variance Special Master
City of Madeira Beach, Florida
2009
- ▶ Member of the following sections of The Florida Bar:
Administrative Law; Government Lawyer; City, County & Government Law;
Environmental & Land Use Law; Real Property, Probate and Trust Law; General
Practice; and Trial Lawyers
- ▶ Florida Municipal Attorneys Association
Member since 1982 - Presently serve on the Executive Committee
- ▶ Florida Municipal Attorneys Association Annual Three-Day Seminar
Attended annually for the past 24 years

**Qualifications/Experience of Regina A. Kardash
for Service as Special Magistrate for the City of St. Pete Beach**

General Qualifications and Experience:

- ▶ B. A. Degree in Humanities - 2002
Florida Southern College
- ▶ Master Studies in Art History
University of South Florida
- ▶ J.D. Degree - 2007
Stetson University College of Law
- ▶ Read and speak English, French, Russian, Spanish and some Italian

Professional Licenses and Organizations

- ▶ The Florida Bar
 - ▶ City, County, Local Government Law Section
- ▶ Federal Middle District of Florida
- ▶ St. Petersburg Bar Association
 - ▶ Young Lawyers Division
- ▶ Florida Association of Women Lawyers - Pinellas County Chapter
- ▶ Graduate, Leadership St. Petersburg Class of 2010
- ▶ Guardian Ad Litem, Volunteer Guardian
2008 - Present
- ▶ Florida Municipal Attorneys Association
Member since 2009
- ▶ Florida Municipal Attorneys Association Annual Three-Day Seminar
Attended annually for the past three years

Legal Employment

- ▶ Law Offices of Dominic P. Pannunzio
294 Main Street
Dupont, Pennsylvania 18641
Position: Law Clerk, 2003-2004
- ▶ City Attorney's Office, City of St. Petersburg, Florida
P. O. Box 2842
St. Petersburg, Florida 33731
Position: Stetson Student Intern, Summer 2007
- ▶ Law Offices of James W. Denhardt, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
Position: Associate Attorney, 2008-present

Specific Municipal Qualifications and Experience:

- ▶ City Attorney's Office, City of St. Petersburg, Florida, Internship
 - ▶ Prosecuted Local Ordinance Code violations, conducted legal research and provided memoranda of law on issues of City government, including complex constitutional issues and procedural law issues, in charge of and handled a tort suit mediation
- ▶ City of Pinellas Park, Florida, Assistant City Attorney
 - ▶ Appointed by Resolution of the City Council of Pinellas Park to serve as Assistant City Attorney. Personally attends and advises City boards including the Code Enforcement Board, Board of Adjustment, Planning and Zoning Board, and in the absence of the City Attorney, the Community Redevelopment Agency and the City Council; prosecutes Local Ordinance violations; reviews City documents and contracts requiring City Attorney approval; provides advice and legal opinions to City department heads and administrators, including but not limited to Neighborhood Services and Code Enforcement, the Police Department, the Utilities and Utility Billing division, Human Resources, City Clerk's Office, and any other City departments as requested; drafts Ordinances and Resolutions.

- ▶ Town of Redington Shores, Florida, Assistant Town Attorney
 - ▶ Appointed by Resolution of the Town Commission of the Town of Redington Shores to serve as Assistant Town Attorney. Attends meetings of the Town Commission, prosecutes Town Code violations before the Town's Code Enforcement Special Magistrate; drafts Ordinances and Resolutions, and provides general legal advice to the Mayor, Town Commissioners, Town Clerk and Town personnel.
- ▶ City of Seminole, Florida, Alternate Special Magistrate for Code Enforcement Cases
 - ▶ Designated by City Manager Frank Edmunds as Alternate Special Magistrate for Code Enforcement cases to serve as Code Enforcement Special Magistrate as needed
- ▶ St. Petersburg Housing Authority, Hearing Officer
 - ▶ Appointed to serve as Hearing Officer, to hear cases on appeal and make recommended findings

Explanation of how the qualifications relate to the functions of the Special Magistrate:

James W. Denhardt was appointed by the Town Commission of Redington Shores, Florida as Town Attorney in 1978, and has served continuously in such position for the past 33 years. In such capacity, Mr. Denhardt has advised the Town Commission and all department heads and employees of the Town in all legal matters in which the Town was involved.

Mr. Denhardt served as City Attorney for the City of Treasure Island, Florida for 17 years. In such capacity, Mr. Denhardt handled all duties as City Attorney to include serving as the legal adviser to the City's Code Enforcement Board and prosecution of Code Enforcement cases in the Pinellas County Court System.

Mr. Denhardt was appointed by the City Council of the City of Pinellas Park, Florida as City Attorney in 2004, and has served continuously in such position for the past seven years. In such capacity, Mr. Denhardt has advised the City Council, City Manager and all department heads and employees of the City in all legal matters in which the City has been involved.

Mr. Denhardt served as Prosecutor for the Code Enforcement Board of the City of Pinellas Park for 21 years prior to being appointed as City Attorney. In that regard, Mr. Denhardt was responsible for the prosecution of all cases brought before the Code Enforcement Board to include working with the Code Inspectors of the City to ensure compliance by individuals in the City of Pinellas Park with the Pinellas Park Codes.

Mr. Denhardt serves as Code Enforcement Special Master for the Town of North Redington Beach. As Special Master, Mr. Denhardt serves as a hearing officer for contested Code Enforcement Board cases and quasi judicial proceedings, entering Findings of Fact and Conclusions of Law. Prior to the Town of North Redington Beach converting to a Code Enforcement Special Master system, the Town of North Redington Beach utilized a Code Enforcement Board and Mr. Denhardt served as attorney for the Code Enforcement Board from 1983 until the Town of North Redington Beach converted to a Code Enforcement Special Master system in 1999, at which time Mr. Denhardt was appointed as Code Enforcement Special Master.

Mr. Denhardt served as Code Enforcement Special Master for the Town of Redington Beach from 1997 through 2004. As Special Master, Mr. Denhardt served as a hearing officer for contested Code Enforcement Board cases and quasi-judicial proceedings, entering Findings of Fact and Conclusions of Law. Prior to the Town of Redington Beach converting to a Code Enforcement Special Master system, the Town of Redington Beach utilized a Code Enforcement Board and Mr. Denhardt served as attorney for the Code Enforcement Board from 1990 until the Town of Redington Beach converted to a Code Enforcement Special Master system in 1997, at which time Mr. Denhardt was appointed as Special Master.

Mr. Denhardt has served continuously as Code Enforcement Special Magistrate for the City of Seminole, Florida, since the City of Seminole established a Code Enforcement Special Magistrate position in 2000. Again, the duties of the Code Enforcement Special Magistrate involve sitting as a hearing officer in quasi-judicial proceedings involving Code violations, hearing testimony and rendering Findings of Fact and Conclusions of Law, and entering and enforcing administrative fines/liens.

In addition to special Code Enforcement experience, Mr. Denhardt has had extensive experience over the years, in the municipalities where he has served as City Attorney, in handling and advising on Appeals from Decisions of Administrative Officials, to include providing legal opinions and proposed decisions on such Appeals.

Ms. Kardash has served as Assistant City Attorney for the City of Pinellas Park since 2009. In such capacity, Ms. Kardash has had primary responsibility for advising the City's Code Enforcement Board and Code Enforcement Special Magistrates, and attends the monthly Code Enforcement Board meetings, sitting on the dais by the Chairman and advising the Chairman and the members of the Board on the Code Enforcement issues presented to the Board. Ms. Kardash also advises the City Council, City Manager and all administrators and department heads and employees of the City, to include the City's Neighborhood Services department, which is responsible for Code Enforcement. Ms. Kardash also has the primary responsibility for prosecuting those Code Enforcement actions of the City of Pinellas Park that are prosecuted by Local Ordinance Violation citation each Thursday at the Pinellas County Criminal Justice Center.

Ms. Kardash has served as Assistant Town Attorney for the Town of Redington Shores since 2009. In such capacity, Ms. Kardash advises the Mayor, Town Commission and all department heads and employees of the Town in all legal matters in which the Town is involved. In addition, Ms. Kardash has the primary responsibility for prosecuting Code Enforcement cases brought before the Town's Code Enforcement Special Magistrate and also those Code violations which are prosecuted in the County Court system.

The above qualifications and specific duties performed by both Mr. Denhardt and Ms. Kardash for other cities and towns within Pinellas County demonstrate that both Mr. Denhardt and Ms. Kardash have been intimately involved in and have extensive knowledge of Code Enforcement proceedings, expertise in conducting Code Enforcement hearings, whether the respondent represents himself/herself pro se, or is represented by an attorney, and in making final adjudication and entering orders.

Statement of local availability and degree of accessibility to the City:

Mr. Denhardt has resided in the City of St. Petersburg for the past 37 years. Ms. Kardash resides in the City of Gulfport. The Law Offices of James W. Denhardt, Attorneys at Law is located at 2700 First Avenue North, St. Petersburg, Florida 33713, a short drive to the City of St. Pete Beach City Hall.

Neither Mr. Denhardt or Ms. Kardash have any standing obligations on the second Tuesday of each month, the day of the regularly-scheduled City of St. Pete Beach Special Magistrate proceeding.

If selected to serve as Special Magistrate, it is anticipated that Mr. Denhardt would be the primary attorney to serve and to attend and conduct hearings. However, in the event Mr. Denhardt might be unable to attend any regularly-scheduled meeting as a result of unanticipated illness, being out of town, or unexpected Court hearings being scheduled over which he might have no control, then Ms. Kardash would fulfill any and all duties as Special Magistrate.

Fee Schedule:

All services for time expended in serving as Special Magistrate for the City of St. Pete Beach would be billed at the rate of \$200 per hour for attorney time expended. There would be no charge for paralegal or legal assistant time. Travel time would only be billed from the office.

Photocopies would be charged at a rate of 10 cents per copy. Charges for any other items of out-of-pocket expenses that might be incurred would be billed at actual cost, without markup or overhead.

I do not have any contracts to provide from the other municipalities I serve since, with the exception of an initial three-year contract as City Attorney for the City of Pinellas Park in 2004, I have always served without the benefit of a written contract. However, the above hourly rate is my current fee at the City of Pinellas Park and a weighted average of my fees for the municipalities I represent.

References:

Name: Mayor William F. "Bill" Mischler
City of Pinellas Park
Address: 7700 59th Street North
Pinellas Park, Florida 33781
Contact's Telephone Number: (727) 541-0753

Name: Michael Gustafson, City Manager
City of Pinellas Park
Address: 7700 59th Street North
Pinellas Park, Florida 33781
Contact's Telephone Number: (727) 541-0753

Name: Mayor Bert Adams
Town of Redington Shores
Address: 17425 Gulf Boulevard
Redington Shores, Florida 33708
Contact's Telephone Number: (727) 397-5538

Name: Mark Ely, Community Development Director
City of Seminole
Address: 9199 113th Street North
Seminole, Florida 33772
Contact's Telephone Number: (727) 398-3108, ext. 106

Name: John C. Wolfe, City Attorney
City of St. Petersburg
Address: P. O. Box 2842
St. Petersburg, Florida 33731
Contact's Telephone Number: (727) 893-7401

Name: Dan Katsiyiannis, Office of Management and Budget
City of Pinellas Park
Address: 7700 59th Street North
Pinellas Park, Florida 33781
Contact's Telephone Number: (727) 541-0744

CITY COMMISSION MEETING

MINUTES

November 8, 2011

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT

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

ALSO PRESENT

City Manager Mike Bonfield
City Attorney Mike Davis
Public Services Director Steve Hallock
Senior Planner Catherine Hartley
City Clerk Rebecca C. Haynes

1. Changes to the Agenda

City Attorney Davis requested that a proposed settlement offer from Attorney Ken Weiss be added to the agenda. He provided a memo regarding the proposed settlement. The Commission agreed to add this as Item 5(c).

2. Presentations

- a. Green City Certification by the Florida Green Building Coalition.

Senior Planner Hartley introduced Ms. Suzanne Cook who presented a plaque recognizing the City as a Green City. Ms. Cook explained the

certification process and congratulated the City. Ms. Hartley displayed a flag recognizing the City as a Green City.

b. Presentation to Friends of St. Pete Beach, Inc.

City Manager Bonfield stated that the '5th Annual Concerts in the Park' series was a reality of the vision the City had for developing the park.

Public Services Director Hallock thanked staff, sponsors and 'Friends of St. Pete Beach' for their efforts in planning and organizing all of the things necessary to hold the concert in the park series. He pointed out that the 'Friends of St. Pete Beach' are increasing their 40+ membership, and he displayed photos of people attending the concerts.

Public Services Director Hallock presented Mrs. Gene Halpern, a representative of the Friends of St. Pete Beach, a concert in the park poster signed by the City Commission in appreciation of their efforts.

Commissioner Parent reported that with proceeds from the concerts the Friends of St. Pete Beach donated \$2,500.00 for a PA system for the recreation center and pool, and they are working on a spring concert series for seniors called "Music in the Afternoon".

3. Audience Comments

Lisa Amick, resident, offered assistance for reducing loan payments and foreclosures.

Rick Falkenstein, 4th Palm Point, suggested that the City representatives take advantage of current construction prices for street and stormwater repairs.

Deborah Schechner, Boca Ciega Isle, spoke about one-way streets, non-conforming properties, a new Fire Station near Lido Beach, the loss of parking and the use of park land.

Deborah Edney, 181 73rd Avenue, commented on the investigation regarding her nephew's death in 2004 and asked Mayor McFarlin if he had any information regarding that case.

Mayor McFarlin closed audience comments.

City Manager Bonfield explained that the one-way street proposal (couplet) will be on the next agenda and there are no immediate plans to replace the fire stations.

4. Consent

City Manager Bonfield read the Consent Items.

- a. Approval of minutes for the City Commission Regular Meeting of October 11, 2011; the City Commission Shade Meeting of October 13, 2011; and the City Commission Special Meeting of October 14, 2011.
- b. Authorize the City Manager to contract for Washingtonian trimming with Luke Brothers, Inc. for \$25,652.
- c. Approval of an emergency repair to rescue truck 23 in the amount of \$12,385.65.
- d. Authorize the City Manager to purchase pool covers from Lincoln Equipment, Inc. for \$16,366.75
- e. Authorize the City Manager to approve the payment of the yearly maintenance costs to Tyler Technologies in the amount of \$16,843.57.
- f. Authorization for the Mayor, City Manager and Chief of Police to renew an Interlocal Agreement between the Cities of St. Petersburg, Gulfport, Largo, Pinellas Park, St. Pete Beach, Tarpon Springs, and the Pinellas County Sheriff's Office regarding a countywide adult/juvenile prisoner transport unit, rates, conditions, hours of operation and use of Recovery Act of 2009/U.S Department of Justice/Justice Assistance Grant funding.
- g. Authorization for the City Manager to enter into a purchase agreement for \$115,065.60 for Parks and Parkway Landscape Maintenance with Girard Environmental Services.

Commissioner Parent made a motion to approve the consent agenda as written. The motion was seconded by Commissioner Shavlan and approved by a unanimous roll call vote.

5. Action Items

- a. Rescission of approval of Case #20100037; Request for Special Permit Approval under Section 6.5(f)(1) of the Municipal Code for Consumption of Alcoholic Beverages on the Public Sidewalk.

City Manager Bonfield explained that the City Commission previously granted approval for alcohol consumption and placement of chairs on the sidewalk in front of the Swigwam Bar at 336 Corey Avenue. He reported

that he received a request from the property owner to rescind that use and noted there is a 30 day cancellation clause in the contract.

Commissioner Halpern clarified that he brought up this issue at the last meeting because of a complaint that the sidewalk is being blocked by the bar patrons.

Mayor McFarlin called for audience comments.

Robert Williams, owner of Swigwam, submitted a petition containing approximately 400 signatures supporting alcohol consumption on the sidewalk, a copy of a letter from the Chamber of Commerce stating that his business was an asset to Corey Avenue and several letters of support.

Mr. Williams pointed out that he has not received any complaints regarding the use of the sidewalk. He stated he felt his landlord has been told untruths about his business that may impact his option to renew his lease. He pointed out that he recently posted signs outside his bar that read, "keep sidewalk clear", "no alcohol beyond this point" and "please refrain from using foul language". He suggested a beer garden be permitted behind the bar.

Commissioner Parent inquired if the Bar promoted beer 'to go'. Mr. Williams replied they sell cups of beer with lids, and cans and bottles to carry out. He suggested that during special events on Corey Avenue the area be considered a "wet zone" and allow alcohol consumption on the street.

Mayor McFarlin inquired why smoking was not allowed inside the bar. Mr. Williams replied that he is a cancer survivor and does not want smoking in his bar.

The following persons spoke in support of the issue:

Warren Weather, 7000 Beach Plaza
John Michael, 7261 Bay Street
Jay Lehman, 638 70th Avenue
Tom DeYampert, 510 78th Avenue
Carol Walker, Seamark Condominiums
George Cary, 5150 10th Avenue
Robbie Caan, 339 Corey Avenue, Simply Perfect
Jeff Jansen, President of Corey Ave. Business Association
Cassidy, St. Pete Beach Resident
Jeremy Schafer, Wheelhouse Pizza
Jim Door, 7210 Boca Ciega Drive
Marion Krauthammer, 500 55th Avenue

David Smith, Gulf Winds Drive
Deborah Schechner, Boca Ciega Isle Drive

The following persons spoke in opposition to the issue:

Vincent Cianciola, Vincent William Gallery
Debbie Levick, 7101 Boca Ciega Drive
Greg Phillips, 310 Corey Avenue, Gone to the Dogs' Boutique
Annette Kapfer, Kapfer Glass Studio, Corey Avenue
Suzie Crimins, 2103 West Vina Del Mar
Steve DeFrederico, Corey Avenue Gourmet
Pat (last name inaudible), Beach Hair Salon
Bob Blanchford, Corey Avenue Gourmet

Commissioner Parent made a motion for the rescission of approval of Case #20100037; request for special permit approval under Section 6.5(f) (1) of the Municipal Code for consumption of alcoholic beverages on the public sidewalk at 336 Corey Avenue. The motion was seconded by Vice Mayor Garnett and denied by a 3-2 roll call vote with Mayor McFarlin and Vice Mayor Garnett voting yes.

Mayor McFarlin called for a 10 minute recess at 8:04 p.m. Mayor McFarlin reconvened the meeting with the entire City Commission present at 8:14 p.m.

b. Authorize the Mayor to enter in an Interlocal Agreement with Pinellas County for funding the Gulf Boulevard Improvement Plan.

City Manager Bonfield explained that this is a reimbursement program, the City has been allocated \$5.7 million dollars over a seven year period and the funding is not guaranteed, it is appropriated by the County each year. He explained that as the City spends money on improvements the County will reimburse the City up to the allocated amount.

Commissioner Shavlan made a motion to authorize the Mayor to enter in an Interlocal Agreement with Pinellas County for funding the Gulf Boulevard Improvement Plan. The motion was seconded by Vice Mayor Garnett.

Mayor McFarlin asked for audience comments.

Richard Miranda, 3999 Moody Street, asked what improvements are currently being made to Gulf Boulevard. City Manager Bonfield replied installing medians, landscaping and lights. Mr. Miranda requested additional street lights be installed.

Carol Walker, Seamark, pointed out that there have been several fatalities near the Alden Beach Resort and suggested that additional lightning be installed in that area.

The motion was approved by a unanimous roll call vote.

c. Comprehensive Plan Litigation and Settlement Proposals.

City Attorney Davis explained the proposals from Attorney Ken Weiss, on behalf of Bruce Kadoura, to settle three cases: SOLV and St. Pete Beach vs. Kadoura (Case No. 2D11-503 - 2nd DCA); Kadoura vs. Huhn, SOLV and the City of St. Pete Beach (Case No. 08-12498-CI-19); and Kadoura vs. City of St. Pete Beach (Case No. 09-2732-CI-19). Attorney Davis stated that the offer is for the City and SOLV to dismiss their appeal, Kadoura to dismiss his cross-appeal, all parties to withdraw their pending motions for sanctions, and the City and SOLV will compensate Mr. Kadoura \$12,000.00 in costs.

City Attorney Davis pointed out that the Anderson Case is not included in this settlement and the Sunshine Law Appeal case will remain open.

City Attorney Davis stated that the settlement includes placing the \$12,000 payment in escrow with Bryan, Miller, Olive to be distributed either the settlement of the Anderson case or March 31, 2012, whichever occurs first.

Mayor McFarlin called for audience comments.

Vince Flameino, Casablanca Avenue, expressed concerned with FEMA regulations.

City Manager Bonfield pointed out that FEMA issues are not related to this litigation.

Mayor McFarlin closed audience comments.

Mayor McFarlin asked City Attorney Davis if his advice is to accept this offer. Attorney Davis replied that it is in the City's best interest, financially, to accept the offer.

Commissioner Halpern made a motion to accept the Joint Stipulations for Case No. 2D11-503, No. 08-12498-CI-19 and No. 09-2732-CI-19. The motion was seconded by Commissioner Parent and approved by a 4-1 roll call vote with Mayor McFarlin voting no.

6. Ordinances

a. Ordinance 2010-18, Final Reading and Public Hearing, amending the Land Development Code, adding a new Division 40 and amending Divisions 23 and 26 to implement the Eighth Avenue Community Redevelopment District, and rezoning the area in Exhibit B from ROR to the new CRD-EA zoning district.

Senior Planner Catherine Hartley explained that at the September Commission meeting, it was determined an amendment to the Special Area Plan was required. She advised that the Planning Board will hold a public hearing in December to consider the amendment then forward their recommendations to the Commission.

City Attorney Davis pointed out that this is a quasi-judicial proceeding and asked the Commission if anyone had any ex-parte communications to disclose. There were no disclosures reported.

Mayor McFarlin asked if there was anyone in the audience who wanted designation as a substantially effected party. There was no response.

Senior Planner Hartley advised that the setbacks for 8th and 9th Avenues, Pass-a-Grille Way and Gulf Way have been clarified.

Commissioner Parent made a motion to approve Ordinance 2010-18, Final Reading, 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 Vice Mayor Garnett.

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

The motion was approved by a unanimous roll call vote.

b. Ordinance 2011-35, Final Reading and Public Hearing, amending Section 38.7 of the Code of Ordinance entitled "Election Date of Commissioners" specifying the date of the 2012 election and establishing the qualifying period for Commissioners.

City Manager Bonfield explained that this ordinance establishes January 31, 2012 as the election date, which is also the Presidential Preference Primary Election. This ordinance will set the qualifying period as November 14, 2011 (8 a.m.) until November 30, 2011 (noon). He advised that with the County allowing municipalities on the ballot the City will save approximately \$10,000.00.

City Attorney Davis noted the changes and recommended that the ordinance be approved, as amended.

Commissioner Shavlan made a motion to approve Ordinance No. 2011-35, Final Reading as amended, an Ordinance of the City of St. Pete Beach, Florida amending Section 38.7 of the City of St. Pete Beach City Code entitled "Election Date of Commissioners" specifying the dates of the 2012 election, establishing the qualification period for Commissioners and providing an effective date. The motion was seconded by Commissioner Halpern.

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

The motion was approved by a unanimous roll call vote.

c. Ordinance 2011-21, First Reading and Public Hearing, amending Divisions 3 and 4 of the LDC to add application submission requirements for Variance and Conditional Use Applications.

Senior Planner Hartley outlined the following requirements for submitting a complete application: proof of ownership, an agent authorization form (to represent the owner), a survey, a site plan and additional material that may be helpful in making a determination regarding the case. She advised that a section was added for staff's review of the applications and, if they are not complete, staff can request additional information before processing the application.

Commissioner Shavlan suggested that the language in Section (7) be amended to read that "applicants are encouraged and may be required to submit additional information". The Commission agreed to the amendment.

Commissioner Parent made a motion to approve Ordinance No. 2011-21, First Reading, an Ordinance of the City of St. Pete Beach, Florida providing for amendments to the Land Development Code as they relate to application requirements for variance and conditional use applications as illustrated in Exhibit "A"; 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, as amended. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Deborah Schechner, Boca Ciega Isle, asked if the application form will be standardized. City Manager Bonfield replied there will be only one application form.

Mayor McFarlin closed audience comments.

The motion was approved by a unanimous roll call vote.

d. Ordinance 2011-32, First Reading and Public Hearing, repealing Divisions 30 and 35 of the Land Development Code as they relate to the TC-1 and Large Resort zoning districts, and adopting new Divisions 30 and 35 for the TC-1 and Large Resort zoning districts.

City Manager Bonfield stated the Commission recently adopted zoning standards for nine character districts in the Community Redevelopment District that were not part of the original SOLV petition. He pointed out that these two districts were included in the petition and approved by the voters but were set aside by the Court. He recommended approving these two zoning districts and adding them to the other nine districts for consideration on final reading.

Senior Planner Hartley summarized the changes and answered questions. She stated that the Planning Board wanted to make the Commission aware that, under the provisions of this ordinance, only non-motorized commercial water sports are allowed.

The Commission agreed to consider motorized commercial water sports as a conditional use and have non-motorized vehicles considered under secondary permitted uses.

Commissioner Parent made a motion to approve Ordinance No. 2011-32, First Reading, an Ordinance of the City of St. Pete Beach, Florida providing for amendments to the Land Development Code as they relate to the Community Redevelopment District; repealing Divisions 30 and TC-1 and Division 35 Large Resort District, and adopting new Divisions 30 TC-1 and 35 LR, regulating Site Design Standards including but not limited to permitted and prohibited uses, density, intensity, height, and other related Site Design Regulations as illustrated in Exhibit "A"; 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 Halpern.

Mayor McFarlin called for audience comments.

Deborah Schechner, Boca Ciega Isle Drive, inquired about water parks being allowed at the hotels, units per acre bonuses and density limitations.

Gregg Nicklaus, 520 Boca Ciega Isle, inquired about setbacks and parking behind commercial structures on Gulf Boulevard.

John Michael, 7261 Bay Street, inquired about allowing water slides on the beach.

Vince Flameino, Casablanca Avenue, inquired how the beach in the Don CeSar area would be affected.

Mayor McFarlin closed audience comments.

The motion was approved by a unanimous roll call vote.

e. Ordinance 2011-36, First Reading and Public Hearing, an Ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation to the General Fund for Fiscal Year Ending September 30, 2011, providing for funding and providing for an effective date.

Commissioner Shavlan made a motion to approve Ordinance No. 2011-36, First Reading, an Ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation to the General Fund for Fiscal Year ending September 30, 2011; providing for funding; providing for an effective date. The motion was seconded by Commissioner Halpern.

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

City Manager Bonfield pointed out that there is no money being transferred from the reserve fund.

Vice Mayor Garnett was excused from the meeting at this time and did not vote on the remainder of the agenda items.

The motion was approved by a unanimous roll call vote.

7. Resolutions

- a. Resolution No. 2011-21, Establishing the Date for the 2012 General Election and the Qualification Period for Commissioners for District 1 and District 3.

Commissioner Parent made a motion to approve Resolution No. 2011-21, a Resolution of the City of St. Pete Beach, Pinellas County, Florida establishing the date for the 2012 General Election and the qualification period for Commissioners for District 1 and District 3. The motion was seconded by Commissioner Halpern.

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

The motion was approved by unanimous roll call vote.

- b. Resolution 2011-19, Public Hearing on stormwater assessments for variable costs. This public hearing is required by the City's Assessment Ordinance. A published notice and individually mailed notices to all affected property owners were provided on or before October 17, 2011.

City Manager Bonfield explained this is the final public hearing and stage of a process that the Commission started a few years ago to establish a dedicated fund for stormwater improvements.

Public Services Director Hallock reported that 7,500 letters were mailed notifying property owners. He presented a power point presentation regarding the background for the establishment of the assessment.

Mayor McFarlin called for audience comments.

Deborah Schechner, Boca Ciega Isle Drive, commented on the high tide and flooding in the City.

Mayor McFarlin closed audience comments.

Commissioner Shavlan made a motion to approve Resolution No. 2011-19, a Resolution of the City of St. Pete Beach, Florida, relating to delivery and funding of stormwater management services and stormwater improvements within the City; confirming the method of apportioning special assessments imposed to fund a portion of the variable costs associated with such services and improvements; approving the assessment roll pertaining to such variable costs; imposing stormwater service assessments against assessed property located within the City; providing for the method of collection; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Halpern and approved by a unanimous roll call vote.

c. Resolution 2011-22, Public Hearing on collection of stormwater special assessments pursuant to the Uniform Assessment Collection Act which allows for collection of the City's stormwater special assessments on the same bill as property taxes in November, 2012. This public hearing is required by the City's Assessment Ordinance and the Uniform Assessment Collection Act.

Commissioner Halpern made a motion to approve Resolution No. 2011-22, a Resolution of the City Commission of St. Pete Beach, Florida, electing to use the uniform method of collection non-ad valorem assessments levied in all or part of the incorporated area of the City of St. Pete Beach, Florida, stating a need for such levy; providing for the mailing of this resolution; and providing for an effective date. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Richard Miranda, 3999 Moody Street, asked what the differences were between the two Resolutions.

Mayor McFarlin closed audience comments.

The motion was approved by a unanimous roll call vote.

8. Items for Discussion

There were no items for discussion.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported that the Beach Palooza event was attended by over 1,000 participants and the Suntan Art Center is working on the '100 Artists Show'. He reported on the upcoming agenda items.

City Attorney Davis had no report.

Commissioner Shavlan reported that the Belle Vista Garage Sale will be held the weekend of November 12th and Boca Ciega Isle held a successful block party.

Commissioner Parent had no report.

Commissioner Halpern reported the Corey Avenue Market will be on Sunday November 13th and urged everyone to visit the Corey Avenue businesses.

Mayor McFarlin had no report.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 10:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on:

CITY COMMISSION MEETING

MINUTES

November 22, 2011

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT

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

ALSO PRESENT

City Manager Mike Bonfield
Senior Planner Catherine Hartley
City Clerk Rebecca C. Haynes

1. Changes to the Agenda

There were no changes to the agenda.

2. Presentations

There were no presentations.

3. Audience Comments

There were no audience comments.

4. Consent

a. Approval of minutes for the City Commission Regular Meeting of October 25, 2011 and the City Commission Shade Meeting of October 27, 2011.

b. Authorization for the Mayor and Police Chief to enter into a Mutual Aid Agreement with the City of Tampa and Tampa Police Department to receive and extend mutual aid law enforcement services.

c. Authorization for the City Manager to purchase St. Pete Beach Classic Race t-shirts from Logo HQ Promotional Products in the amount of \$18,174.00.

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

e. Authorization for the City Manager to renew and continue the existing extended warranties, communications and software support that cover the 34 parking pay stations with vendor Cale Parking Systems for FY 2012 in the amount of \$47,928.00.

f. Cancellation of the December 27, 2011 City Commission meeting.

Commissioner Shavlan made a motion to approve the Consent Agenda. The motion was seconded by Vice Mayor Garnett and unanimously approved by individual roll call vote.

5. Action Items

a. Authorization for the City Manager to sign a work proposal from George F. Young, Inc. in the amount of \$25,125 to provide the next level of detail relating to the downtown one-way couplet concept.

City Manager Bonfield stated this is a follow-up to their recent workshop meeting.

Commissioner Parent made a motion to authorize the City Manager to sign a work proposal from George F. Young, Inc., in the amount of \$25,125, to provide the next level of detail relating to the downtown one-way couplet concept. The motion was seconded by Commissioner Halpern.

Mark Jasperson, 457 5th Avenue, owner of "Don't Tell Mama" was concerned that traffic traversing in front of his business would decrease. Mr. Jasperson did not see any benefit to the re-routing of traffic.

Mayor McFarland asked for Commission comments.

Commissioner Parent questioned the elevation.

Commissioner Shavlan asked if trees would be installed along the complete frontage of east Corey Avenue.

Mayor McFarlin asked about improvements on Corey Avenue.

The motion was unanimously approved by individual roll call vote.

6. Ordinances

a. Ordinance 2011-32, Final Reading and Public Hearing, repealing and re-adopting Divisions 30 and 35 of the Land Development Code.

Senior Planner Hartley offered to review the plans with Mr. Jasperson. Ms. Hartley noted legal counsel recommended modifying the proposed ordinance and that she individually reviewed each change.

Commissioner Parent made a motion to approve Ordinance 2011-32, Final Reading, repealing and re-adopting Divisions 30 and 35 of the Land Development Code, an Ordinance of the City of St. Pete Beach, Florida providing for amendments to the Land Development Code as they relate to the Community Redevelopment District; repealing Division 30 TC-1 and Division 35 LR, and adopting new divisions 30 TC-1 and 35 LR, regulating land development standards including but not limited to permitted and prohibited uses, density, intensity, height, and other related site design regulations as illustrated in Exhibit "A"; 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 and unanimously approved by individual roll call vote.

b. Ordinance 2010-21, Final Reading and Public Hearing, for providing for amendment of the Land Development Regulations of the City of St. Pete Beach to establish zoning standards for those areas of the Community Redevelopment District which do not yet have standards consistent with the adopted Comprehensive Plan. The ordinance also amends the official zoning map to include the character districts consistent with the Comprehensive Plan.

City Attorney Davis pointed out that this is a quasi-judicial proceeding and asked the Commission if anyone had any ex-parte communications to disclose. There were no disclosures reported.

Mayor McFarlin asked if there was anyone in the audience who wanted designation as a substantially effected party. There was no response.

Senior Planner Hartley noted this ordinance adopts the rest of the character

districts for the zoning compatible with the Comprehensive Plan and noted the minor changes re: height, conditional use, secondary use, and removal of 'fast food' from the restaurant definition.

Vice Mayor Garnett questioned the height and Senior Planner Hartley responded that the re-zone to CC2 is currently CG1, and surrounding zoning varies.

Commissioner Halpern made a motion to approve Ordinance 2010-21, Final Reading, an Ordinance of the City of St. Pete Beach, Florida, providing for amendments to the Land Development Code as they relate to the Community Redevelopment District; establishing land development regulations to implement the Community Redevelopment District and other Comprehensive Plan amendments adopted in Ordinance 2008-15; creating nine zoning districts corresponding to and consistent with the character districts established in the Comprehensive Plan; regulating site design standards including but not limited to permitted and prohibited uses, density, intensity, height, and other related site design regulations as illustrated in Exhibit "B"; amending the official zoning map as illustrated in Exhibit "A" 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 and unanimously approved by individual roll call vote.

c. Ordinance 2011-21, Final Reading and Public Hearing, amending Divisions 3 and 4 of the LDC to add application submission requirements for Variance and Conditional Use Applications.

City Manager Bonfield explained this is an amendment to clarify what is expected from the applicant.

Vice Mayor Garnett made a motion to approve Ordinance 2011-21, Final Reading, an Ordinance of the City of St. Pete Beach, Florida, providing for amendments to the Land Development Code as they relate to application requirements for variance and conditional use applications as illustrated in Exhibit "A"; 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 Parent.

After discussion by the Commission, Vice Mayor Garnett amended her motion to add "are encouraged and may be required to" in the appropriate sections of the Ordinance. The motion was unanimously approved by individual roll call vote.

d. Ordinance 2011-36, Final Reading and Public Hearing, an Ordinance of the City of St. Pete Beach, Florida, providing for a supplemental appropriation to the General Fund for Fiscal Year Ending September 30, 2011; providing for funding and providing for an effective date.

City Manager Bonfield explained this is a year-end budget adjustment.

Commissioner Halpern made a motion to approve Ordinance 2011-36, Final Reading, an ordinance of the City of St. Pete Beach, Florida, providing for a supplemental appropriation to the General Fund for Fiscal Year Ending September 30, 2011; providing for funding and providing for an effective date. The motion was seconded by Commissioner Parent and unanimously approved by individual roll call vote.

7. Resolutions

There were no resolutions on the agenda.

8. Items for Discussion

There were no items for discussion.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reminded everyone that the "100 Artists Show" is this weekend at Horan Park, the Holiday Boat Parade is December 9th beginning at 6:00 p.m. and the Land Parade is the next morning at 9:00 a.m. The Holiday Motorcycle Toy Run is December 4th and heavy traffic is expected.

City Attorney Davis asked the Commission's advice on the Anderson v. City of St. Pete Beach case regarding scheduling a Shade Meeting. It was the consensus of the Commission to hold a Shade Meeting.

City Attorney Davis noted there is nothing new to report on the Coconut Inn case.

Vice Mayor Garnett reported that volunteers are decorating in the Pass-a-Grille parks on November 26th, November 29th and December 3rd from 9:00 a.m. to noon, and invited residents to participate.

Vice Mayor Garnett brought up the amount of chairs in front of the Swigwam Beach Bar.

Commissioner Shavlan reported there is a Don CeSar Homeowners Meeting December 1st at 6:30 p.m. and the Belle Vista Christmas Party is December 14th at the Community Center. He noted the dates for the St. Pete Beach Classic are January 14 and 15, 2012.

Commissioner Parent stated he received additional noise complaints regarding music at Morgan's Bar and Grill and a complaint about the "head shop" on Gulf Boulevard.

Commissioner Halpern reported the merchants on Corey Avenue will stay open late for "Black Friday" and St. John's Church is having a Blood Drive on December 19th from 8:00 a.m. to 1:00 p.m.

Mayor McFarlin asked residents to have patience with the construction on Gulf Boulevard and urged residents to shop on Corey Avenue.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at

Attest:

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 to sign a proposal from CardnotBE in the amount of \$12,000 for geotechnical investigation, analysis, and construction estimates for Pass-A-Grille Way.

Date: December 13th, 2011

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Pass-A-Grille Way has suffered from varying degrees of pavement deterioration, including settlement of underlying soils, causing a wave effect along the roadway. In order to properly plan for road reconstruction it is necessary to investigate the reasons for the deterioration and settlement. Consultant scope also includes construction and engineering estimates.

CardnotBE is approved as an engineering consultant as a result of our RFQ process for consultant and engineering services and they have performed well on past projects. In FY 2012 there is \$50,000 budgeted specifically to investigate Pass-A-Grille Way to better define the needed project scope and costs. While additional work may be needed this initial step will provide us with valuable information to use in the decision making process.

Requested Motion: "I move to authorize the City Manager to sign a proposal from CardnotBE in the amount of \$12,000 for geotechnical investigation, analysis, and construction estimates for Pass-A-Grille Way."

Attachments: CardnotBE Proposal

Reviewed by
City Manager: MB



WORK ASSIGNMENT NUMBER _____
PASS - A - GRILLE WAY
FROM WEST MARITANA DR. TO 21ST AVENUE
PRELIMINARY ROADWAY INVESTIGATION

Work Assignment Number _____ attached to the January 2010 Consulting and Engineering Services Agreement between TBE Group, Inc. (d/b/a Cardno TBE) hereinafter referred to as ENGINEER, and the City of St. Pete Beach, hereinafter referred to as CITY, and made a part of the Agreement thereof:

SCOPE OF SERVICES

As discussed at our October 20 meeting, we have acquired a Proposal from PSI to perform a geotechnical investigation of Pass-A-Grille Way, from West Maritana Drive south approximately 4000 feet to 21st Avenue, to determine the condition of the pavement and the underlying soils causing the settlement of the pavement in various areas and around the sanitary manhole structures.

Cardno TBE will review the geotechnical report and prepare a report describing what remedial actions are required to repair these conditions. We will also prepare a Preliminary Construction Estimate and an Engineering Estimate to prepare the required Construction Plans and Permitting.

The cost for the Geotechnical Investigation, Engineering Report, Preliminary Construction Cost Estimate and Engineering Design Estimate will be \$12,000.

ACCEPTANCE

By signature, the parties accept the provisions of this Work Order and authorize the ENGINEER to proceed at the direction of the CITY's representative.

ATTEST

CITY OF ST. PETE BEACH

By: _____

By: _____

Date: _____

Date: _____

WITNESS

CARDNO TBE

By: *Gregory P. May*

By: *E. Peter Nihon*

Date: 11/29/11

Date: 11/29/11

November 1, 2011



Shaping the Future

Renee Cooper
St. Petersburg Beach
155 Corey Avenue
St. Petersburg Beach, FL. 33706-1839 USA

Cardno TBE

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA

Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

Email tbe@CardnoTBE.com

www.CardnoTBE.com

Re: Pass A Grille Way
Preliminary Roadway Investigation

Dear Ms. Cooper:

As discussed at our October 20 meeting, we have acquired a Proposal from PSI to perform a geotechnical investigation of Pass A Grille Way, from West Maritana Drive south approximately 4000 feet to 21st Avenue, to determine the condition of the pavement and the underlying soils causing the settlement of the pavement in various areas and around the sanitary manhole structures.

Cardno TBE will review the geotechnical report and prepare a report describing what remedial actions are required to repair these conditions. We will also prepare a Preliminary Construction Estimate and an Engineering Estimate to prepare the required Construction Plans and Permitting.

The cost for the Geotechnical Investigation, Engineering Report, Preliminary Construction Cost Estimate and Engineering Design Estimate will be **\$12,000.**

We appreciate the opportunity to provide these services to the City of St. Petersburg Beach. Please contact us if you wish to proceed with these services.

Sincerely,

Ernest P. May
Project Manager
For Cardno TBE
Direct Line 727 431-1560

CC: Peter Nikolov; Don McCullers

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea
United Arab Emirates • United Kingdom • United States • Operations in 60 countries

C:\Users\r.cooper\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\4KGV6Q92\Pass A
Grille_Prelim.docx

Task Assignment Breakdown

City of St. Pete Beach

Pass A Grille Way - Preliminary Roadway Investigation

TASK	DESCRIPTION	Project Manager \$256.00	Project Engineer 1 \$127.00	Project Engineer 2 \$115.00	Project Designer 1 \$98.00	Field Rep \$80.00	Clerical \$68.00	Total Hours	FEE
1	Preliminary Site Investigation								
	Site Investigation	1	10					11	\$1,526
	Utility Investigation	1	8					9	\$1,272
	Coordination with Geotechnical		2				1	3	\$322
	Geotechnical Review and Report	1	5				2	8	\$1,027
	Preliminary Construction Estimate	1	8					9	\$1,272
	Engineering Design Estimate	1	4					5	\$764
	Subtotal	5	37				3	45	\$6,183
	Subtotal All Labor	5	37				3	45	\$6,183
	Estimated Expenses								\$322
	Geotechnical (PSI)								\$5,500
	TBE Total (Rounded)	5	37				3	45	\$12,005
	Project Grand Total								\$12,005

G:\Tran\Mkt\11PRO\St. Pete Beach\Pass A Grille_Invest_Mhrs.xls\Manhours

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to expend \$16,606 to TLC Diversified for wet well lid replacement at wastewater Lift Station #4.

Date: December 13, 2011

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: TLC Diversified has been awarded the contract for rehabilitation of Lift Station #4. Because neither our consulting engineer nor City staff have structural engineering expertise, as a part of the contract we required TLC Diversified to hire a structural engineer to review the structural integrity of the lift station wet well lid. We had hoped that the existing wet well lid was in good enough condition to not need replacement and this would simply be an exercise of caution. Unfortunately, the structural analysis was not favorable so we needed to negotiate a price to have the wet well lid replacement incorporated into the Lift Station #4 rehabilitation project.

Both the existing and new lids are quite heavy and will require a crane for removal of the existing lid and installation of the new lid. The work will require a night shift as Progress Energy will have to remove the power lines at the station in order to allow the crane optimal access for swing and lift. As always, City staff will do what we can to inform the neighborhood of this work and try to limit the disruption.

Since our wastewater lift station rehabilitations are all similar design, now that we know the wet well lids need to be replaced we will be incorporating this into future bid specifications so it can be awarded as a part of the overall construction contract and not be considered a change order.

Requested Motion: "I move to authorize the City Manager to expend \$16,606 to TLC Diversified for wet well lid replacement at wastewater Lift Station #4."

Attachments: Structural Engineer Review
Lid Cost Breakdown

Reviewed by
City Manager: MB



LTA ENGINEERS, LLC

Civil Engineers & Land Planners

1922 53rd Avenue East, Bradenton, FL 34203

Phone 941.756.9100 Fax 941.756.9119

November 16th, 2011

James Bunner Jr.
TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

**RE: City of St. Pete Beach
Wastewater Lift Station No. 4 Rehabilitation**

Dear James:

Pursuant to your request, we have reviewed the existing conditions and construction documents for the existing Wastewater Lift Station #4 in regards to the existing concrete slab and hatch opening. It is our professional opinion that structural integrity of the existing slab will not be maintained with relocation of the hatch opening. We recommend that you install a new pre-cast slab with the hatch opening in the desired location to prevent risk of loss to equipment and station while minimizing your potential liability in the event of structural failure.

If you have any questions regarding these recommendations, please feel free to contact us at your earliest convenience.

Sincerely,

LTA Engineers, LLC

Lynn Townsend Burnett, P.E. (FL #53226)
Principal

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to expend \$44,769 to Rocha Controls for Programmable Logic Controller (PLC) panel replacement at the Reclaimed Water Booster Station.

Date: December 13, 2011

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The Programmable Logic Controller (PLC) panel is the “brain” of our Reclaimed Water Booster Station. The existing PLC panel is old and outdated technology to the point of not even being able to secure spare parts for repairs anymore. Pinellas County, who we contract to maintain the Booster Station, highly recommends updating our PLC panel to prevent a failure that will lead to a very expensive emergency repair and significant downtime.

Few companies perform this type of specialized work in our area. Even using the County’s vendor network we had only two (2) companies attend the pre-bid meeting and received only one (1) sealed bid from Rocha Controls in the amount of \$64,500.

The City has used Rocha Controls for past projects and has been very satisfied with their performance. Most recently they assisted us in resolving a Supervisory Control and Data Acquisition (SCADA) communication issue with our wastewater Master Pump Station.

The FY 2012 budget for the PLC panel replacement is \$41,000. To try and get to this budget number we coordinated with County staff that have expertise in this area and negotiated with Rocha Controls to value engineer the project. As a result we were able to agree on a project scope to keep the key components needed while deleting some non-critical elements to lower the contract price to \$44,769. All parties involved are satisfied this scope will meet our needs while keeping the cost to an absolute minimum.

Requested Motion: “I move to authorize the City Manager to expend \$44,769 to Rocha Controls for Programmable Logic Controller (PLC) panel replacement at the Reclaimed Water Booster Station.”

Attachments: Purchasing Agreement

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
PLC Panel Replacement

THIS AGREEMENT is hereby executed this 13 day of December, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Rocha Controls (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 April 1st, 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 \$44,769, 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. The vendor shall provide all labor and materials necessary to repair any defective product reported to the Vendor within said guarantee period.
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. 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:

Rocha Controls
5025 Rio Vista Ave.
Tampa, FL 33634

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.

Rocha Controls
Vendor

BY

12/1/11
MS Helfrich for
Michael S. Helfrich

Raymond Rocha, President
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

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

Issue Considered: Authorize the City Manager to purchase two (2) Fire Department staff vehicles through Duval Ford for \$59,394.00.

Date: December 13, 2011

Prepared By: Daniel H. Graves, Fire Chief

Summary of Issue: The City Commission approved the purchase of replacement staff vehicles for the Fire Chief and the Fire marshal. The Fire marshal's vehicles was approved in the FY 2011 budget in the amount of \$25,000 but the vehicle was not purchased because the specified vehicles were not being manufactured in 2011 due to retooling for the new model year. The \$25,000 that was budgeted in the FY2011 budget will need to be moved forward for this purchase. The vehicle replacement for the Fire Chief was approved in the FY 2012 budget in the amount of \$27,000.

The amount approved by the Commission through the budgeting process for the purchase of both vehicles is \$52,000. The remaining amount (\$7,394.00) to cover the purchase of emergency lights and equipment will be internally moved within the Fire Department budget to cover the total bid amount of \$59,394.00.

Vehicles and equipment are priced through the Florida Sherriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2012 bid #11-19-0907.

Requested Motion: "I move to authorize the City Manager to purchase replacement staff vehicles for the Fire Department for \$59,394.00

Attachments: Duval Ford Quote

Reviewed by City Manager: _____ MB _____



St Pete Beach

Duval Ford
 5203 Waterside Dr; Jacksonville, FL 32210
 Christy Self
 904-388-2144
 Fax: 904-387-6816
cself@duvalford.com

Contact Daniel Graves
 Org St Pete Beach
 Phone
 email firechief@stpetebeach.org

CONTRACT # 11-19-0907			
We appreciate your interest in the 2011-2012 Florida Sheriff's Association/ Florida Association of Counties Purchasing Contract. Listed below are the items we discussed.			
Item			Price
SPEC# 4	2013 FORD POLICE INTERCEPTOR UTILITY (K7A)		\$ 23,171.00
K8A	ALL WHEEL DRIVE		\$ 2,501.00
67H	READY FOR THE ROAD PACKAGE		\$ 3,414.00
CONSOLE	CENTER CONSOLE		\$ 595.00
DTT	Temp Tag		\$16.00
	YZ- Oxford White, Exterior / Charcoal, Interior		
	Total Ea.		\$29,697.00
	Quantity	2	\$ 59,394.00

****ALL EXTERIOR COLORS OTHER THAN WHITE MUST BE CLEARLY SPECIFIED ON YOUR PURCHASE ORDER**

Emergency Lighting:		Driver's side	Passenger side
Color	lights	red/clear	
	lenses		

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to expend \$32,270 to Hinterland Group, Inc. for wastewater manhole rehabilitation.

Date: December 13, 2011

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: All manholes deteriorate over time from ground water intrusion, gas build up, and from the constant water flow. Staff inspected and determined 40 manholes that are good candidates for rehabilitation. Bids were received on November 16th and the results are as follows:

Hinterland Group: \$32,270
RK Contractors: \$34,584
Pro-Rehab Contracting: \$40,724
Select Environmental: \$55,006
Rowland: \$80,658

Each company that submitted a bid represented a different product type for manhole rehabilitation. Products ranged from cementitious, to calcium aluminate, to epoxy. Not all contractors bid repairs to each manhole. To determine a low bidder, bids were compared for only those manholes that all contractors bid and their scope of work included in each manhole was analyzed. Hinterland Group was determined to be the lowest qualified bidder.

We have \$100,000 budgeted for manhole rehabilitations in FY 2012. Due to an exceptional bidding climate, a second phase of manhole rehabilitation will be bid in the coming months.

Requested Motion: "I move to authorize the City Manager to expend \$32,270 to Hinterland Group, Inc. for sanitary sewer manhole rehabilitation."

Attachments: Purchasing Agreement
Bid Tabulation

Reviewed by
City Manager: MB



Manhole Rehabilitation - Bid Tabulation - 11/16/11

<u>Manhole #</u>	<u>Hinterland Group</u>	<u>RK Contractors</u>	<u>Rowland</u>	<u>Pro Rehab</u>	<u>Select Environmental</u>
MH-435	\$1,540.00	\$798.00	\$3,208.00	\$3,722.00	\$2,500.00
MH-71	\$1,400.00	\$798.00	\$3,235.00	\$2,717.00	\$2,500.00
MH-77	\$630.00	\$798.00	\$890.00	\$1,203.00	\$1,800.00
MH-302	\$490.00	\$798.00	\$700.00	\$477.00	\$600.00
MH-301	\$490.00	\$798.00	\$850.00	\$610.00	\$550.00
MH-300	\$560.00	\$798.00	\$725.00	\$577.00	\$450.00
MH-299	\$700.00	\$798.00	\$3,500.00	\$425.00	\$750.00
MH-298	\$700.00	\$798.00	\$1,200.00	\$1,119.00	\$1,130.00
MH-289	\$910.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-283	\$1,120.00	\$798.00	\$3,500.00	\$425.00	\$2,500.00
MH-275	\$500.00	\$798.00	\$1,650.00	\$1,098.00	\$1,450.00
MH-274	\$1,540.00	\$798.00	\$2,595.00	\$2,717.00	\$1,660.00
MH-265	\$500.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-266	\$1,190.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-277	\$700.00	\$798.00	\$1,075.00	\$610.00	\$1,100.00
MH-267	\$500.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-278	\$630.00	\$798.00	\$910.00	\$549.00	\$855.00
MH-268	\$500.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-270	\$700.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-282	\$700.00	\$798.00	\$1,000.00	\$682.00	\$1,055.00
MH-285	\$420.00	\$798.00	\$710.00	\$502.00	\$653.00
MH-287	\$980.00	\$798.00	\$1,300.00	\$964.00	\$1,150.00
MH-288	\$980.00	\$798.00	\$1,255.00	\$1,050.00	\$1,140.00
MH-273	\$700.00	\$798.00	\$890.00	\$671.00	\$1,140.00
MH-272	\$490.00	\$798.00	\$825.00	\$508.00	\$720.00
MH-271	\$700.00	\$798.00	\$1,070.00	\$760.00	\$950.00
MH-294	\$700.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-290	\$770.00	\$798.00	\$3,500.00	\$425.00	\$650.00
MH-291	\$630.00	\$798.00	\$1,000.00	\$638.00	\$753.00
MH-292	\$560.00	\$798.00	\$720.00	\$835.00	\$600.00
MH-295	\$700.00	\$798.00	\$3,500.00	\$560.00	\$600.00
MH-293	\$420.00	\$798.00	\$750.00	\$760.00	\$600.00
MH-296	\$490.00	\$798.00	\$3,500.00	\$770.00	\$600.00

Total Price ALL Manholes:	\$24,570.00	\$26,334.00	\$68,558.00	\$28,349.00	\$33,006.00
Days per Manhole:	0.25	10	1	1	2
Material to be used:	Refratta HAC 100	Strong Seal HP	SewperCoat	Standard Cement Max CA Plus	Raven 405 High Build Epoxy

UNIT PRICES - PER EA.

Replace USF 227 Ring/Cover - Roadway	\$700.00	\$750.00	\$1,100.00	\$1,125.00	\$2,000.00
x 11 Ring/Covers	\$7,700.00	\$8,250.00	\$12,100.00	\$12,375.00	\$22,000.00

Total: \$32,270.00 \$34,584.00 \$80,658.00 \$40,724.00 \$55,006.00

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Sanitary Sewer Manhole Rehabilitation

THIS AGREEMENT is hereby executed this 13 day of December, 2011, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Hinterland Group, 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 April 1st, 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 \$32,270, 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 3 years for workmanship and 10 years for material. The manufacturer shall provide all labor and materials necessary to repair any defective product reported to the Vendor within said guarantee period.

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 3 years for workmanship and 10 years for material. 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:

Hinterland Group, Inc.
5580 State Road 524
Cocoa, FL 32926

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.

Hinterland Group, Inc.
Vendor

BY


Daniel Duke, III, President
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

10/1/2004

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

Issue Considered: Resolution 2011-23, supporting Police Officer and Firefighter Pension Plan and Disability Presumption Reforms

Date: December 13, 2011

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: The Florida League of Cities is once again pushing for meaningful reform of police and firefighter pension plans and is asking each city to support these efforts. The proposed resolution identifies many of the same issues St. Pete Beach has experienced with our pension plans and is consistent with our current negotiations with the employee unions in these matters.

Requested Motion: “I move to approve Resolution 2011-23 (read title).”

Attachments: Resolution 2011-23

RESOLUTION 2011-23

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, SUPPORTING POLICE OFFICER AND FIREFIGHTER PENSION PLAN AND DISABILITY PRESUMPTION REFORMS TO MAKE THE PLANS SUSTAINABLE, SOUND AND SECURE FOR CURRENT AND FUTURE POLICE OFFICERS AND FIREFIGHTERS.

- WHEREAS,** to honor their service now and in years to come, current and future police officers and firefighters in the City of St. Pete Beach deserve pension plans that are sound, secure and sustainable; and
- WHEREAS,** City of St. Pete Beach opposes unfunded mandates from the Florida Legislature that have created a pension plan system for local police officers and firefighters that is unstable, unsustainable and unreliable for current and future police officers and firefighters; and
- WHEREAS,** the Florida Legislature has imposed significant unfunded mandates onto the City relative to the operation of the City's police officer and firefighter defined benefit pension plans by mandating minimum pension benefit levels and mandating the use of revenues to fund pension plan costs; and
- WHEREAS,** prior to state mandates established in 1999, the City was largely free to bargain with local police and fire unions, or provide for the non-unionized police and firefighters, the pension benefits that best fit the priorities and needs of the City and its police and firefighters; and
- WHEREAS,** in 1999, the Florida Legislature passed a law that established pension plan mandates that included revisions to how the City could use insurance premium tax revenues to fund its police and firefighter defined benefit pension plans by forcing the City to use any increase in the tax revenues to provide new, extra pension benefits to police and firefighters; and
- WHEREAS,** since 1999, the mandate to provide new, extra pension benefits to police and firefighters with increases in insurance premium tax revenues has required cities across the state to provide collectively more than \$460 million in new, extra pension benefits to police and firefighters; and
- WHEREAS,** state pension mandates continue to force the City to provide extra pension benefits to police and firefighters even though the City struggles with funding the current level of pension benefits provided to police and firefighters; and
- WHEREAS,** even if the City desired to reduce the level of pension benefits provided to police and firefighters to address the City critical revenue constraints, the state Division of Retirement imposes a policy that police and firefighter pension benefit levels may not be reduced to a level lower than the level that existed in 1999; and

- WHEREAS,** if the City did lower its pension benefits for police and firefighters to a level lower than existed in 1999, the state Division of Retirement would withhold all the City's insurance premium tax revenues as a penalty; and
- WHEREAS,** the Florida Legislature has provided that health conditions related to heart disease, hypertension or tuberculosis suffered by a police officer or firefighter are presumed to be job related, and these "disability presumptions" are applicable to both workers' compensation and disability pension claims; and
- WHEREAS,** the Florida Legislature has written and the courts have interpreted the disability presumption laws so favorably toward these employees that cities and other government employers basically cannot overcome the presumption and show the health condition was not work related; and
- WHEREAS,** "disability presumptions" and other loopholes in the police officer and firefighter pension laws threaten the City taxpayer-funded police and firefighter pension plan by increasing the potential for abuse in the police and firefighter pension system; and
- WHEREAS,** the Florida Legislature transferred all operational and administrative control of police and firefighter pension plans from the City to a legislatively created board of trustees, a separate legal entity apart from the City that exercises broad powers outside the City's control, and is not required to provide fiscal transparency or accountability for substantial amounts of public funds; and
- WHEREAS,** the City supports flexibility in state law that would allow cities to deal with their local problems locally, and needs for the Florida Legislature to remove barriers in state law that prohibit this flexibility; and
- WHEREAS,** the City is seeking immediate mandate relief from the Florida Legislature and requests the Legislature to untie its hands so that it can responsibly address its pension and other personnel issues locally and in a manner that best serves its taxpayers, stops potential pension abuse and protects pensions for current and future generations of police and firefighters.

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

- Section 1.** That the City hereby supports responsible police and firefighter defined benefit pension and disability presumption reforms to ensure sound, secure and stable pensions will be there for current and future police and firefighters.
- Section 2.** That the City believes local issues should be addressed locally and hereby requests the Florida Legislature to remove itself from the local collective bargaining process between the City and its police and firefighters.
- Section 3.** That the City hereby requests the Florida Legislature to remove mandates establishing minimum pension benefit standards for police and firefighter pensions, remove the requirement to provide new, extra pension benefits to

police and firefighters, and allow the City to use insurance premium tax revenues to pay for the level of pension benefits for police and firefighters that meets the needs and priorities of the City.

Section 4. That the City hereby requests the Florida Legislature to prohibit the state Division of Retirement from imposing administrative policies that result in increased costs to the taxpayers of the City in providing the police and firefighter pension plans.

Section 5. That the City hereby requests the Florida Legislature to enact responsible police officer and firefighter pension reforms to bring a fairer balance to the application of disability presumption laws relating to certain health conditions suffered by firefighters and police officers by requiring a police officer or firefighter to meet age and employment requirements, allowing a disability presumption to be overcome by a preponderance of the evidence, and allowing certain individual risk factors to be considered when applying a disability presumption, such as tobacco use, weight and diet, genetics and lifestyle choices.

Section 6. That the City hereby requests the Florida Legislature to impose reasonable fiscal transparency and accountability standards on legislatively created police and firefighter pension boards of trustees.

Section 7. That the City urges the Florida Legislature to pass and the Governor to approve the above responsible pension reform recommendations relating to police and firefighter pension plans and disability presumptions in the 2012 legislative session.

Section 8. That the City Clerk is directed to transmit a copy of this resolution to Governor Rick Scott, the Florida Legislature, and the Florida League of Cities, Inc.

Section 9. That this resolution shall be effective upon adoption.

RESOLVED AND DONE, this 13th day of December, 2011 by the Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida.

Steven McFarlin, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

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

Issue Considered: Resolution 2011-24, appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate for the City's Code Enforcement Division.

Date: December 13, 2011

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: Pursuant to the requirements of Chapter 82 of the Code of Ordinance, Traffic and Vehicles, the City Commission appoints an attorney to hear parking citation cases. Also, pursuant to the requirement of Section 22-274, the Special Magistrate appointment shall be made by the city manager on the basis of experience or interest in code enforcement. Such appointments shall be submitted to the city commission for ratification. The appointment shall be made for a term of one year.

Requested Motion: "I move to approve Resolution 2011-24 (read title)."

Attachments: Resolution 2011-24

RESOLUTION 2011-24

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, APPOINTING _____ AS THE PARKING CITATION HEARING OFFICER, ADMINISTRATIVE APPEALS HEARING OFFICER AND SPECIAL MAGISTRATE.

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting held on Tuesday, December 13, 2011, resolves as follows:

WHEREAS, the City Code of Ordinance, Chapter 82, Traffic and Vehicles provides for a parking citation hearing officer; and,

WHEREAS, Division 3, Section 3.14(e), provides for an administrative appeals hearing officer; and,

WHEREAS, Section 22-274, the Special Magistrate appointment shall be made by the City Manager on the basis of experience or interest in code enforcement. Such appointments shall be submitted to the city commission for ratification.

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

1. The Parking Citation Hearing Officer shall be _____.
2. The Administrative Appeals Hearing Officer shall be _____.
3. The appointment of _____ as the city's Special Magistrate for the city's code enforcement division is ratified.

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 13th day of December 2011.

Steve McFarlin, Mayor

ATTEST:

Rebecca Haynes, City Clerk