



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, January 10, 2012

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations** – 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 Attorney-Client Session of November 2, 2011; the City Commission Special Meeting of December 13, 2011; and the City Commission Regular Meeting of December 13, 2011.**

- b. Authorize the City Manager to purchase three 2012 Ford Police Utility vehicles in the amount of \$95,073.00 from Duval Ford.**
- c. Authorization for the City Manager to approve the payment of \$10,150.00 for the yearly maintenance costs to Environmental Systems Research Institute, Inc (ESRI) for the ArcGIS products.**
- d. Authorization for the City Manager to enter into an agreement with Meter Products Inc. for the purchase 150 refurbished coin operated parking meters and related mounting hardware in the amount of \$24,425.**
- e. Authorization for the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial, Non-Matching, U.S. Department of Justice Assistance Grant in the amount of \$4,441.00.**
- f. Authorize the City Manager to enter into a purchase agreement with L.S. Curb Service in the amount of \$17,879.25 for drainage improvements at 93rd Ave.**
- g. Authorize the City Manager to expend \$13,500.00 to Oracle Elevator to replace the cylinder on the Police Department Building elevator.**
- h. Approve a request from Pass-A-Grille Community Association to close 8th Avenue at noon and to serve alcohol within the public right-of-way from 4 p.m. – 12 a.m. on January 21, 2012**

5. Action Items

- a. Authorize the City Manager to enter into an agreement with Progress Energy for the installation of two (2) car charging stations near Horan Park.**
- b. Authorize the City Manager to enter into a purchase agreement with Gator Grading & Paving for \$412,736 for Street CIP projects.**

6. Ordinances

- a. Ordinance 2011-42, First Reading and Public Hearing, amending Division 26 of the Land Development Code as it to signage; providing for amendment to the Definitions; providing for sign regulations for the TC-2, DCR, UPV, BHC, BR, AC, CC-1, and CC-2 Zoning Districts.**
- b. Ordinance 2012-01, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida**

providing a supplemental appropriation to the general, wastewater, stormwater and capital project funds for fiscal year ending September 30, 2012; providing for funding and providing for an effective date.

- c. Ordinance 2012-02, First Reading and Public Hearing, providing for amendments to the Code of Ordinances as they relate to the Special Magistrate; amending Chapter 22, Article IX of the Code providing for Special Magistrate Supplemental Code Enforcement Rules and Procedures.**

7. Resolutions –None for this Agenda

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.

**CITY COMMISSION
ATTORNEY-CLIENT SESSION**

MINUTES

November 2, 2011

10:30 a.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:

Steve McFarlin, Mayor
Al Halpern, Commissioner
Marvin Shavlan, Commissioner
Jim Parent, Commissioner

NOT PRESENT:

Beverly Garnett, Vice Mayor

ALSO PRESENT:

Rebecca C. Haynes, City Clerk

1. Attorney/Client Session

Mayor McFarlin announced that this is an Attorney-Client Session that is being held in accordance with F.S. 286.011(8) regarding the following lawsuits:

Kadoura v. Huhn, et al., Case No.: 08-12498-CI-19
Anderson v. St. Pete Beach, Case No. 11-1319CI-11
SOLV and St. Pete Beach v. Kadoura, Case No. 2D11-503
Kadoura v. St. Pete Beach, Case No. 09-002732-CI-19 and
Kadoura v. Commissioner Garnett, 2D10-4253.

Mayor McFarlin announced that the Attorney-Client Session will be attended by some or all of the following persons, one or more whom may participate telephonically: Mayor Steve McFarlin; City Manager Mike

Bonfield; Commissioner Al Halpern; Commissioner Jim Parent; Commissioner Marvin Shavlan; Vice Mayor Beverly Garnett; Suzanne Van Wyk, Esquire; Mike Davis, Esquire; and an official court reporter as provided by law.

Mayor McFarlin announced that the length of the Attorney-Client Session, in the aggregate, is estimated to be approximately one hour.

At 10:34 a.m., Mayor McFarlin adjourned the meeting to the closed session.

At approximately 11:58 a.m., Mayor McFarlin reopened the public session of the Attorney-Client Session. The entire City Commission was in attendance.

1. Consideration of Settlement Offer

Commissioner Shavlan made a motion to reject Mr. Kadoura's offer and propose the following counter-offer:

Mr. Kadoura and Mr. Anderson will dismiss the following suits:

**Kadoura v. Huhn, et al., Case No. 08-12498-CI-19
Anderson v. St. Pete Beach, Case No. 11-1319-CI-11
SOLV and St. Pete Beach v. Kadoura, Case No. 2D11-503
Kadoura v. St. Pete Beach, Case No. 09-002732-CI-19 and
Kadoura v. Commissioner Garnett 2D10-4253.**

The City and SOLV will dismiss the appeal of the Kadoura case. All parties will withdraw pending motions for attorney fees and costs, including sanctions. All parties will assume all costs and fees.

The City and SOLV will pay \$30,000 to Mr. Kadoura and Mr. Anderson in total, in consideration of their costs.

In addition, in order to address the concerns of Mr. Kadoura and Mr. Anderson, regarding the costs of redevelopment being passed on to residents, the City will initiate and support a Comprehensive Plan Amendment to clarify the following, even though we believe these items have already been addressed in the Comprehensive Plan: the community improvement fee, and waivers thereof, does not apply to any infrastructure impact fees imposed by the City or County; the purpose of the community improvement fee is to finance additional improvements such as streetscaping and landscaping; no waivers or

variances may be granted for maximum height allowed under the plan.

Additionally, the City agrees to hire a consultant to conduct a study necessary to support the imposition of impact fees in the City and begin the process of adopting an impact fee ordinance. This study will include the feasibility of assessing a transportation impact fee in the event that Pinellas County repeals its impact fee ordinance, which is currently assessed in the City.

The City will also agree not to repeal the transportation concurrency ordinance although it is no longer mandatory state-wide as long as it meets State approval.

This offer is good until 4:00 p.m. Thursday, November 3, 2011.

The motion was seconded by Vice Mayor Garnett and approved by a unanimous roll call vote.

At approximately 12:15 p.m., Mayor McFarlin announced the termination of the Attorney-Client session and adjourned the meeting.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

SPECIAL COMMISSION MEETING

MINUTES

December 13, 2011

4:30 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT:

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

ALSO PRESENT:

Mike Bonfield, City Manager
Rebecca C. Haynes, City Clerk

1. Special Master Interviews

a. John Elias

John Elias has been serving as Special Master for ten years and stated that he would like to continue in this role. Mr. Elias responded to questions by Commissioners Parent and Shavlan and Mayor McFarlin.

b. Regina Kardash / James Denhardt

Regina Kardash introduced herself, spoke about her qualifications and advised on Mr. Denhardt's qualifications as well. Ms. Kardash responded to questions from each member of the Commission.

c. Herb Langford

Herb Langford presented his qualifications and experience. Mr. Langford responded to questions from each member of the Commission.

2. Adjournment

There being no more interviews, the special meeting was adjourned at 5:45 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

December 13, 2011

6:00 p.m.

CALL TO ORDER

ROLL CALL

PRESENT:

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

ALSO PRESENT:

Mike Bonfield, City Manager
Rebecca C. Haynes, City Clerk
Susan Churuti, City Attorney
Elaine Edmunds, Finance Director
Steve Hallock, Public Services Director
Dave Romine, Police Chief
Phyllis Ruscella, Library Administrator

1. Changes to the Agenda

City Manager Bonfield requested that the Kiwanis Club and the Montessori School be added to the agenda as Items 2 (a) and 2 (b) respectively.

Commissioner Shavlan requested to schedule a Shade Meeting and discuss the property adjacent to the Sable Palm in Pass-A-Grille. The Commission agreed to add this as Item 8 (a).

City Attorney Churuti gave the Commission a report on the previous comp plan cases.

2. Presentations

- a. Gulf Beaches Kiwanis Club

Library Administrator Ruscella explained that the Gulf Beaches Kiwanis Club purchased a new bike for a library volunteer who had her bike stolen while at work. Ms. Ruscella returned an unused check to the Kiwanis organization. Police Chief Romine introduced the Kiwanis members and gave the check back to the volunteer for purchasing reflectors and a helmet.

b. Montessori School

Nicole Wilson, from the Montessori By-The-Sea School, thanked the City for their support of the Fish Broil and presented the Library with a \$500.00 check from the proceeds.

3. **Audience Comments**

There were no audience comments.

4. **Consent**

City Manager Bonfield read the Consent Items.

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 Cardno TBE 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.

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

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

5. **Action items**

There were none for this meeting.

6. **Ordinances**

There were none for this meeting.

7. **Resolutions**

a. Resolution 2011-23, supporting Police Officer and Firefighter Pension Plan and Disability Presumption Reforms.

City Manager Bonfield explained that this resolution repeals the actions the State took to eliminate home rule.

Commissioner Parent made a motion to approve Resolution 2011-23, a Resolution of the City Of St. Pete Beach, Pinellas County, Florida supporting Police Officer and Fire Fighter Pension Plan and Disability Presumption reforms to make the plans sustainable, sound and secure for current and future Police Officers and Firefighters. The motion was seconded by Vice Mayor Garnett.

Mayor McFarlin called for audience comments.

Will Newton, District Vice President for Florida Professional Firefighters, spoke in opposition of the Resolution.

The motion was approved by unanimous roll call vote.

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

Commission members were asked to pass their Special Magistrate vote results to City Manager Bonfield to tally. Herbert E. Langford was the top choice for Special Magistrate.

Vice Mayor Garnett made a motion to approve Resolution 2011-24, a Resolution of the City of St. Pete Beach, Pinellas County, Florida, appointing Herbert E. Langford as the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

The motion was approved by unanimous roll call vote.

8. Items for Discussion

a. 1307 Gulf Way

Commissioner Shavlan mentioned that this property is a good location for hotel development.

City Attorney Churuti advised that the Commission wait until the Public Hearing is scheduled to discuss the specifics of this property.

City Manager Bonfield stated that a property cannot have more density than The Historic District plan provides. The Commission members had a general discussion concerning The Historic District plan.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported on the upcoming agenda items

City Attorney Churuti gave her report at the beginning of the meeting.

Vice Mayor Garnett thanked those who helped decorate the parks in Pass-A-Grille and the volunteers who helped with the new tile mural at the Suntan Art Center. She reminded everyone that her next Citizen's meeting is on January 4, 2012, at 6:00 p.m. at the Don Vista and to shop local for the holidays. She thanked all the City staff for their work throughout the year and wished everyone a Merry Christmas, Happy Holiday season and a Happy New Year.

Commissioner Shavlan reported that the equipment for Lido Park has been ordered and the Belle Vista Christmas Party is being held at the Community Center on December 14th at 6:30. He wished everyone a Merry Christmas.

Commissioner Parent reported that he is not holding his Round Table Meeting this month and Creative Loafing ran an article named "20 Places to Dine on the Pinellas Beaches" in which 14 of the restaurants mentioned were in St Pete Beach.

Commissioner Halpern reported that there was a tremendous crowd of approximately 1,500 people at the Boat Parade. He asked the City Manager if the trucks and construction equipment related to the DOT street work could park in the back of the Egan Park lot. Commissioner Halpern wished everyone a Merry Christmas.

Mayor McFarlin agreed that the Boat Parade went very well and that the Park has become a great location for kids and the community to gather. He thanked the City staff for all their hard work to make the holiday events a success.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:15 p.m.

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 enter into an agreement with Duval Ford for the purchase of three 2012 Ford Police Utility vehicles in the amount of \$95,073.00.

Date: January 10, 2011

Prepared By: David Strid – Communications Officer

Through: David Romine – Police Chief

Summary of Issue This is a request to authorize the City Manager to enter into an agreement with Duval Ford for the purchase of three 2012 Ford Police Utility vehicles in the amount of \$95,073.00, Ordinance 2-283.

.

The new vehicle to be purchased will replace a 2006 and two 2007 Ford Explorer's with nearly 100,000 miles each. Emergency lights, siren, prisoner partition and related equipment from the 2006 and two 2007 Ford Explorer's are being replaced with new equipment that is included in the price.

Pricing for this purchase was quoted from a competitively solicited contract # 11-19-0907 available to the City via the Florida Sheriffs Association, Florida Association of Counties & Florida Fire Chiefs' Association. \$30,000 was budgeted per replacement vehicles. New Equipment cost has increased the fully equipped and outfitted vehicle costs to \$31,694.00. The additionally needed funds will be transferred from budget line item #5463 "R&M Vehicles".

Requested Motion: "I move that the City Manager be authorized to enter into an agreement with Duval Ford for the purchase of three 2012 Ford Police Utility vehicles in the amount of \$95,073.00.

Attachment: Duval Ford Government Sales Quote

Reviewed by the City Manager MB



St. Pete Beach Police

Duval Ford
5203 Waterside Drive; Jacksonville, FL 32210
 Jeff Eason
 904-388-2144
 Fax: 904-387-6816
jeff.eason@duvalford.com

Contact David Strid
 Org St. Pete Beach Police
 Phone (727) 363-9218
 Cell
 email d.strid@stpetebeach.org

CONTRACT # 11-19-0907			
Exterior Vehicle Color	Emergency Lighting:		Passenger side
White	Driver's side		
	Color	lights	
		lenses	

We appreciate your interest in the 2011 Florida Sheriff's Association/ Florida Association of Counties Purchasing Contract. Listed below are the items we discussed.

Item		Price
SPEC #4	Full Size Utility Vehicle (Police Package) 2013 Ford Interceptor Utility	\$ 23,171.00
K8A	All Wheel Drive Upgrade	\$ 2,501.00
86P	Pre-Drilled Housings for LED's	\$ 124.00
17T	Domelamp Red/White Rear	\$ 49.00
S10S	Setina 10S Cage	\$ 799.00
DRPB	Rear Prisoner Partition/Cargo Cage	\$ 550.00
68G	Rear Door Locks / Handles Inop	\$ 34.00
18W	Rear Window Switches Inop	\$ 24.00
WMLB	Whelen Basic Liberty Lightbar Package (Includes Lightbar, Siren/Lightbar Combo Controller, Speaker, brackets, VERTEX included in package on Utility quote only)	\$ 2,355.00
WGL	Whelen LED Grille lights	\$ 343.00
CONSOLE	Center Console with Armrest, Cupholders, 3 Hole Outlet Plug, Filler Plates	\$ 595.00
GRAPHICS	Graphics to Agency Specification	\$ 375.00
DBW	Setina Window Barriers	\$ 275.00
SPB400	Setina PB400 Series Push Bumper	\$ 499.00
Agency must specify Exterior Color		
Quantity		1
		\$ 31,694.00

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

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

Issue Considered: Authorize the City Manager to approve the payment of the yearly maintenance costs to Environmental Systems Research Institute, Inc (ESRI) for the ArcGIS products in the amount of \$10,150.00.

Date: January 10, 2012

Prepared By: Donald Burkhardt, Information Technology Director

Summary of Issue: The yearly maintenance for ArcGIS products provides services; such as, updates and upgrades, phone support, online support and online training to the following modules applications:

1. ArcInfo – 2 Licenses
2. ArcView – 5 Licenses
3. ArcGIS Server – 1 License
4. ArcPad – 1 License

Items are budgeted in current budget under Information Technology and Sewer Budgets.

Requested Motion: “I move to authorize the City Manager to approve the payment of the yearly maintenance costs to Environmental Systems Research Institute, Inc for the ArcGIS products in the amount of \$10,150.00”

Attachments: ESRI Invoices #25477596

Reviewed by
City Manager: MB



Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 12/02/2011
TO: Donald
ORGANIZATION: CITY OF SAINT PETE BEACH
INFORMATION TECHNOLOGY DEPT
FAX #: **PHONE #:** 727-363-9272
FROM: Nicole Scott
FAX #: 909-307-3083 **PHONE #:** 888-377-4575 Ext. 1232
EMAIL: nscott@esri.com

Number of pages transmitted
(including this cover sheet): 4

QUOTATION #25477596
DOCUMENT DATE: 12/02/2011

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: <http://campus.esri.com/campus/catalog/subscriptions>

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservaiongis.org/grant>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Date: 12/02/2011**Quotation Number:** 25477596

CITY OF SAINT PETE BEACH
INFORMATION TECHNOLOGY DEPT
155 COREY AVE
SAINT PETE BEACH FL 33706
Attn: Donald

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Nicole Scott

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 368972

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 10/01/2011 End Date: 09/30/2012	3,000.00	3,000.00
1010	1	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 10/01/2011 End Date: 09/30/2012	1,200.00	1,200.00
2010	1	87194 ArcView Concurrent Use Primary Maintenance Start Date: 10/01/2011 End Date: 09/30/2012	700.00	700.00
3010	4	87195 ArcView Concurrent Use Secondary Maintenance Start Date: 10/01/2011 End Date: 09/30/2012	500.00	2,000.00
4010	1	109217 ArcGIS Server Basic Enterprise Up to Four Cores Maintenance Start Date: 10/01/2011	3,000.00	3,000.00

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Nicole Scott**Ext:** 1232

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751232
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/02/2011

Quotation Number: 25477596

Item	Qty	Material#	Unit Price	Extended Price
End Date: 09/30/2012				
5010	1	114511	250.00	250.00
ArcPad Maintenance				
Start Date: 10/01/2011				
End Date: 09/30/2012				

Subtotal	10,150.00
Estimated Tax	0.00
Total	\$ 10,150.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Page 3

Date: 12/02/2011 Quotation No: 25477596 Customer No: 368972

Item	Qty	Material#	Unit Price	Extended Price
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BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]

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

Issue Considered: Authorization for the City Manager to enter into an agreement with Meter Products Inc. for the purchase 150 refurbished coin operated parking meters and related mounting hardware in the amount of \$24,425.

Date: January 10, 2012

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue This is a request to authorize the City Manager to enter into an agreement with Meter Products Inc. for the purchase 150 refurbished coin operated parking meters and related mounting hardware in the amount of \$24,425.

The quoted parking meters come with rate adjustable electronic mechanisms and will replace the existing outdated mechanical mechanisms currently installed along Pass A Grille Way.

Four quotes were obtained from parking meter vendors for 150 refurbished coin operated units and related hardware:

Meter Products Inc	\$24,425.00	1 year warranty
Mackay Meters	\$29,135.50	1 year warranty
Booher and Associates	\$45,373.96	1 year warranty
Duncan Solutions	\$56,102.30	1 year warranty

A bid awarded by the City of Sarasota for similar brand new coin meters and related hardware with a 1 year warranty would total \$61,571.50 for 150 units.

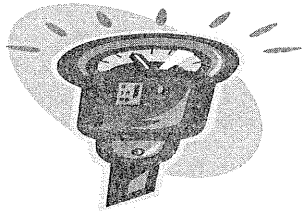
\$23,000 was budgeted in the FY 2012 to replace 80 meters. Although the amount is slightly higher, the purchase of refurbished meters will allow all 150 meters in Pass-A-Grille to be replaced at the same time for a cleaner appearance and also enable the meter rates to be adjusted from the current \$1.00 per hour.

Requested Motion: “I move that the City Manager be authorized to enter into an agreement with Meter Products Inc. for the purchase 150 refurbished coin operated parking meters and related mounting hardware in the amount of \$24,425.

Attachment: Meter Products Quote

**Reviewed by the
City Manager**

MB



PRICING QUOTATION

Date	Quote #
Dec. 1, 2011	122

Meter Products Co., Inc.
Home Office:

147-149 Spring Street
Paterson, NJ 07501

Phone: (973) 684-4277
Fax: (973) 684-5594
Toll Free: 1-800-683-6383
E-Mail: Bill@meterproducts.com
WWW.METERPRODUCTS.COM

Requested By:

City of St. Petes Beach
155 Corey Avenue
St. Petes Beach, FL 33706

Attn: Dan O'Connor

727-363-9213
d.oconnor@stpetebeach.org

COST DATA

ITEM	QTY	PART #	Description	Unit Price	Total
1	150	M70	Refurbished Duncan Zinc / Iron Housing	\$75.00	\$ 11,250.00
			Black includes coin cans		
2	70	Yoke	Yoke adaptors with hardware	\$35.00	\$ 2,450.00
3	150	Mackay	Guardian Refurbished Electronic	\$69.00	\$ 10,350.00
			1 Year Warranty		
5	1		Shipping		\$ 375.00
				Total	\$24,425.00

THANK YOU FOR YOUR REQUEST FOR QUOTE / ESTIMATE

WE ARE PLEASE TO SUBMIT THE ABOVE FOR YOUR CONSIDERATION

Valid through: June 30, 2012

Taxes: Extra if applicable

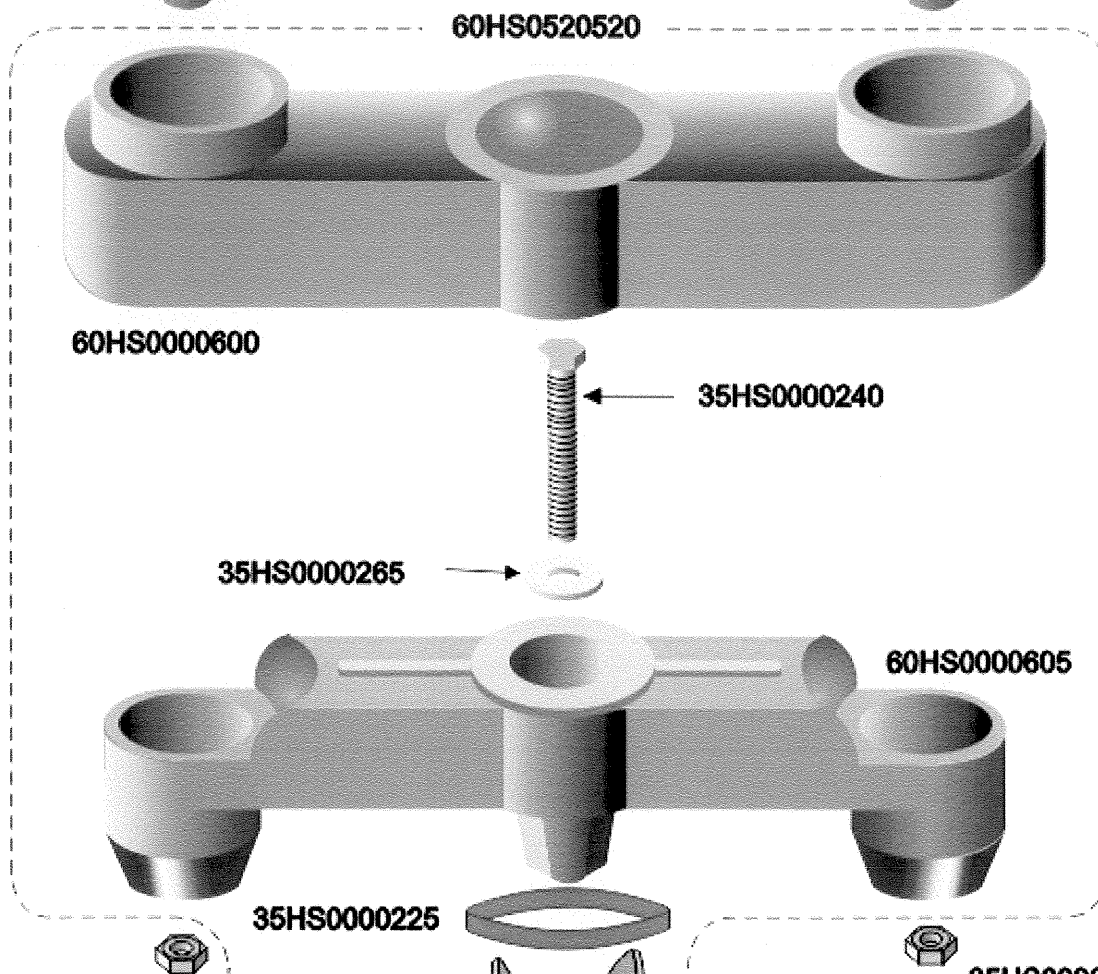
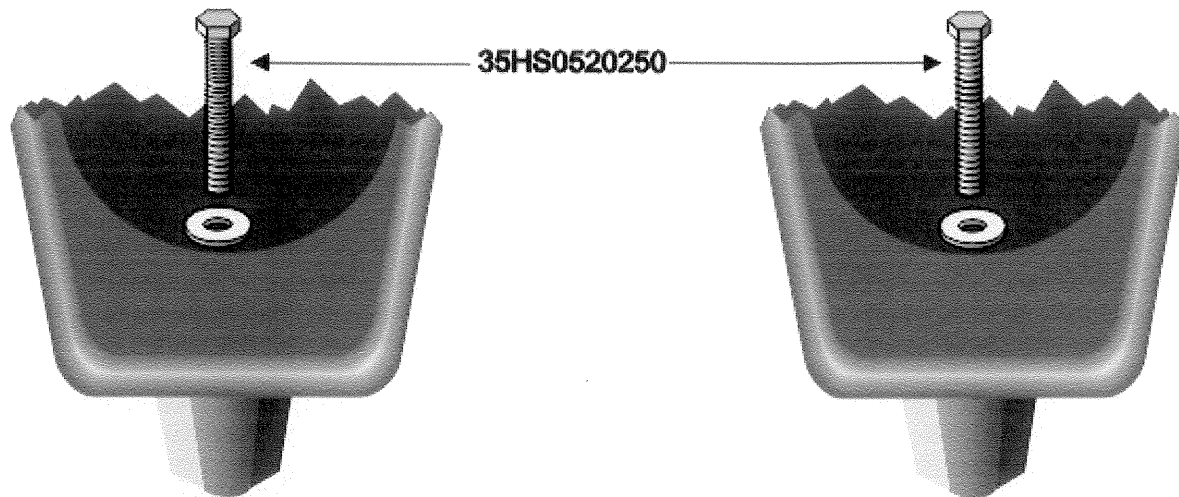
Terms: Net 30 days

10 HOUR TIME LIMIT

INSERT VALID COINS ONLY
DISPLAY INDICATES TIME PURCHASED

Yoke Assembly

60HS0520520



35HS0520250
2 sets required

35HS0000240

35HS0000265

35HS0000260

45HS0000220
3 Required

35HS0000220

Yoke Assembly	June 2002 - Rev. 0
Created by:	Chris Mannion
Last Modified:	March 2004
Modified by:	Jan Dykstra
Reason Modified:	Remove Old Numbers
Document No:	60HS0520520

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

Issue Considered: Authorization for the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial, Non-Matching, U.S. Department of Justice Assistance Grant in the amount of \$4,441.00.

Date: January 10, 2012

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Director of Finance

Summary of Issue: The finance department on behalf of the police department recently applied for competitive funding through the Florida Department of Law Enforcement and was awarded an Edward Byrne Memorial, Non – Matching, U.S. Department of Justice Assistance Grant in the amount of \$4,441.00. The funding will be used by the police department to purchase and replace non functional TASER conducted energy devices.

Requested Motion: “I move to authorize the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial, Non-Matching, U.S. Department of Justice Assistance Grant in the amount of \$4,441.00”.

Attachments: FDLE Certificate of Acceptance Agreement, Grant Application.

**Reviewed by
City Manager:** MB



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

DEC 20 2011

The Honorable Steve McFarlin
Mayor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Contract No. 2012-JAGD-PINE-1-C5-006

Dear Mayor McFarlin:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 4,441.00 for the project entitled, TASER REPLACEMENT SOLUTION. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. The Standard Conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable Steve McFarlin
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/st

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATION OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2012-JAGD-PINE-1-C5-006, in the amount of \$ 4,441.00, for a project entitled, TASER REPLACEMENT SOLUTION, for the period of 02/01/2012 through 06/30/2012, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

Signature of Subgrantee's Authorized Official

Typed Name and Title of Official

Date of Acceptance

Name of Subgrantee

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of St. Pete Beach

Date of Award: 12-20-11

Grant Period: From: 02/01/2012 TO: 06/30/2012

Project Title: TASER REPLACEMENT SOLUTION

Grant Number: 2012-JAGD-PINE-1-C5-006

Federal Funds: \$ 4,441.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 4,441.00

State Purpose Area: E : Equipment Supplies - Purchase Equipment/Supplies

CFDA No.: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/Request for Payment is returned to the department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

12-20-11

Date

() This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Steve McFarlin

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706

Phone: 727-363-9220 **Ext:**

Fax:

Email: mayor@stpetebeach.org

Chief Financial Officer

Name: Elaine Edmunds

Title: Finance Director

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706

Phone: 727-363-9250 **Ext:**

Fax:

Email: e.edmunds@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Steve McFarlin

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706

Phone: 727-363-9220 **Ext:**

Fax:

Email: mayor@stpetebeach.org

Project Director

Name: Daniel O'Connor

Title: Administrative Services Supervisor

Address: 155 Corey Avenue

City: Saint Pete Beach

State: FL **Zip:** 33706

Phone: 727-363-9213 **Ext:**

Fax: 727-363-9258

Email: d.oconnor@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: TASER REPLACEMENT SOLUTION
Subgrant Recipient: City of St. Pete Beach
Implementing Agency: City of St. Pete Beach
Project Start Date: 2/1/2012 **End Date:** 6/30/2012

Problem Identification

Problem Identification:

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

The City of St. Pete Beach is served by a police department of twenty seven sworn officers, five communications officers and a support staff of two whose primary mission is to provide the highest standards of law enforcement service to those who live, work and visit the City.

Members of St. Pete Beach Police Department handle over 25,000 dispatched calls per year. These include emergency and non-emergency calls for patrol staff, detectives, public assistance, animal control, marine resources, beach patrol, parking control, administration, and records.

In 2003 the City of St. Pete Beach Police Department authorized and equipped their sworn officers with conducted energy devices (TASERS). These less than lethal devices provided the officers an ability to deliver a violent offender an incapacitating pulse designed to override the sensory and motor functions of the nervous system. This powerful neuro muscular incapacitation (NMI) technology has been proven time and again to be an effective tool against even the most aggressive individuals, including those under the influence of drugs and/or alcohol.

Since 2003 the police department TASER warranties have expired and many of the devices have become non-functional, non repairable and taken out of service.

At the present time there are not enough functional TASERS in the police department inventory to issue each sworn officer. Due to the current budget constraints within the City, sufficient funding is not available to purchase replacement TASERS. The remaining functional TASERS must be shared between the officers. The shortage of TASERS is exacerbated during the many special events that take place throughout the busy tourist season and during overlapping shift changes when most of the available TASERS are

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

already on the street and not available to officers going out on patrol or assigned to additional duties. A very effective less than lethal force option is taken away from the officers working without functional conducted energy devices (TASERS).

This deficiency negatively affects the safety, productivity and efficiency of the officers.

Request:

The City of St. Pete Beach is requesting an award that will fund the acquisition of six new conducted energy devices (TASERS).

Discussion:

Every police officer deserves a safer job. Conducted energy devices (TASERS) offer a powerful and much safer use-of-force option to subdue violent offenders compared to the traditional hands-on force tactics. A TASER device issued to every police officer provides him/her the means to incapacitate dangerous or violent subjects from a distance regardless of the physical size of the officer and regardless of the size, strength and mental state of the offender.

Project Summary (Scope of Work)

Project Summary:

FDLE/Edward Byrne Memorial/Florida JAG Direct monies (\$4,441.00) will be used by the City of St. Pete Beach to purchase six conducted energy devices (TASERS). Acquisition of the requested equipment will provide the City of St. Pete Beach Police Department sufficient inventory to fully equip and issue each officer a TASER device. The importance of this award and acquisition of the requested TASER devices for promoting citizen and officer safety and a more expeditious fulfillment of the officer's mission is manifest. The increased efficiency, activity and enforcement efforts created by the purchase of this equipment will keep all of our officers safe and assist them in achieving their ultimate goal of fully protecting and serving the community and region.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3- Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law enforcement programs

State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

Activity Description

Activity: Equipment and Supplies
Target Group: Equipment and Supplies
Geographic Area: Urban
Location Type: Citywide

Objectives and Measures

Objective: 25.E - Amount of funds expended on equipment and/or supplies

Measure: Part 1

Amount of funds to be expended to purchase equipment and/or supplies

Goal: 4441.00

Objective: 52.E - Number of equipment or supply items purchased with JAG funds by type of equipment or supplies

Measure: Part 1

How many weapons will be purchased?

Goal: 6

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3 - Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000423

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$4,441.00	\$0.00	\$4,441.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$4,441.00	\$0.00	\$4,441.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4. Financial (cont.)

Budget Narrative:

Budget Narrative:

Budget Category:

Expenses:

Description of items:

(6) Six conducted energy devices (TASERS) that use replaceable cartridges containing a compressed nitrogen propulsion system to deploy two small probes that are attached to the TASER devices by insulated wires that transmit neuro muscular incapacitation (NMI) impulses through these wires into a remote target for control of aggressive subjects.

Unit Costs:

\$740.17

Total Project:

\$4441.02

Total Grant:

\$4441.00

All costs to this project not covered by this grant will be covered by the City of St. Pete Beach.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4 Budgetary

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$2500.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (<http://www.ojp.usdoj.gov/financialguide/index.htm>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<http://www.ojp.usdoj.gov/BJA/grant/jag.html>) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <https://www.flrules.org/>
 - Office of Management and Budget (OMB) Circulars: <http://www.whitehouse.gov/omb/circulars>
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - Code of Federal Regulations: <http://www.gpo.gov/fdsys/>
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
<http://www.ojp.usdoj.gov/BJA/grant/jag.html>
 - United States Code: <http://www.gpo.gov/fdsys/>
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
 - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf>
2. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments

and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of

the subgrant period.

7. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the

subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the

reasons for delay, and the expected start date.

- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the

subgrantee or implementing agency's chief official or the chief official's designee.

- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrantee or implementing agency chief official or someone with formal, written signature authority for the chief official.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

- The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf>.

25. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online), so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

26. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

27. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

28. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

29. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,
 - (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal

grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals,

equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of

1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the subgrant recipient to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Subgrant recipient shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. All current and new task force members are required to complete this training once

during the life of the award, or once every four years if multiple awards include this requirement. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

64. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

65. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

66. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

67. Central Contractor Registry (CCR)

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

68. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/10tables/indexSES.asp>.)

(A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

CERTIFICATION FORM

Recipient Name and Address: CITY OF ST. PETE BEACH 155 COREY AVE
ST. PETE BEACH FL. 33706

Grant Title: TASER REPLACEMENT SOLAR Grant Number: 2012JALD 1176 Award Amount: \$ 4441⁰⁰

Contact Person Name and Title: DAN O'CONNOR ADMINISTRATIVE SERVICES SUPERVISOR Phone Number: (727) - 363-9213

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2077.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- | | |
|--|--|
| ☐ Recipient has less than 50 employees, | ☐ Recipient is an Indian tribe, |
| ☐ Recipient is a non-profit organization, | ☐ Recipient is an educational institution, or |
| ☐ Recipient is a medical institution, | ☒ Recipient is receiving an award less than \$25,000 |

I, GRACY JAY BEHNKE [responsible official], certify that
THE CITY OF ST. PETE BEACH [recipient] is not required to
 prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that
THE CITY OF ST. PETE BEACH [recipient] will comply with applicable Federal civil rights
 laws that prohibit discrimination in employment and in the delivery of services.
GRACY JAY BEHNKE, HR. ADMINISTRATOR Signature [Signature] Date 11-22-2011
 Print or type Name and Title

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that
 the _____ [recipient], which has 50 or more
 employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an
 EEOP in accordance with 28 CFR §42.301, et seq., subpart E. I further certify that the EEOP has been formulated and
 signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in
 the office of: _____ [organization],
 at _____ [address], for review by the public and
 employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of
 Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title Signature Date

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 12-20-11

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: CITY OF ST. PETE BEACH

Signature: Steve McFarlin

Typed Name and Title: Steve McFarlin, Mayor

Date: 11/22/2011

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: CITY OF ST. PETE BEACH

Signature: Steve McFarlin

Typed Name and Title: Steve McFarlin, Mayor

Date: 11/22/2011

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchase agreement with L.S. Curb Service in the amount of \$17,879.25 for drainage improvements at 93rd Ave.

Date: 1/10/12

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Unit prices were bid for concrete sidewalk and curb on October 12, 2011. L.S. Curb Service was the successful low bidder.

As a part of the Street CIP Project, L.S. Curb Service will be providing drainage improvements along 93rd Ave prior to the mill and overlay to be completed by Gator Grading and Paving. 93rd Ave has drainage issues due to curb elevations that do not allow for proper water flow. 93rd Ave has been overlaid in the past and the additional pavement adds to the drainage issues. In order to alleviate the problem, curbing will be replaced and a new inlet installed on the existing stormwater pipe.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with L.S. Curb Service in the amount of \$17,879.25 for drainage improvements at 93rd Ave."

Attachments: Purchasing Agreement

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
93rd Ave. Curb & Storm Drainage

THIS AGREEMENT is hereby executed this 10th day of January, 2012, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and L.S. Curb Service (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 \$17,879.25, 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:

L.S. Curb Service
4206 James L. Redman Pkwy.
Plant City, FL 33567

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.

L.S. Curb Service
Vendor

BY 

Leaford Shakes, 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

L.S CURB SERVICE, INC.
PHONE: (813) 737-1524 FAX (813) 650-8654
PROPOSAL

Submitted to:	City of St Pete	Date:	12/12/2011	
Name:	Renee / John	Job Name:	Blind Pass and 93rd Curb Remediation	
Address:	155 Corey Avenue	Job Location:	93rd and Blind Pass	
City/State/Zip:	St Pete Beach, FL 33706		City of St Pete Beach	
Phone #:	(727) 363-9254	Email:	i.kretzer@stpetebeach.org	

We hereby submit specifications and estimates for approximately:

Description	Quantity	Unit	Amount	Total
<u>Blind Pass Road 93rd Avenue to Gull Blvd</u>				
1 Remove and Replace Miami Curb Both Sides of the Road Curb to Have a High Point At Mid Point Of Road. Asphalt To be Milled and Match New Concrete To Ensure Positive Flow.	659	LF	\$18.50	\$12,191.50
2 Remove and Replace Concrete Apron 6"	280	SF	\$5.75	\$1,610.00
3 #4 Rebar In Curb	40	LF	\$0.75	\$30.00
4 Bahia Sod Replacement up to 2' Way from BOC.	1647.5	SF	\$0.30	\$494.25
5 Installation of Type D Inlet With Grate. Conflict Box On Existing Clay Pipe. Includes Invert and Chain for Grate. Price Includes 57 Stone Bedding and Dewatering. FDOT Spec Galvanized Grate and Lining.	1	LS	\$3,553.50	\$3,553.50
6 Cleaning of Existing Dirt in Storm Line.	1	LS		
			By	Others.
			Estimated Total	\$17,879.25

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to expend \$13,500.00 to Oracle Elevator to replace the cylinder on the Police Department Building elevator.

Date: January 10, 2012

Prepared by: Steven J. Hallock, Public Services Director

Summary of Issue: We had a major elevator failure at the Police Department. After testing and inspecting it was determined and verified the elevator cylinder has failed and needs to be replaced. Three (3) written quotes were obtained:

- Oracle Elevator - \$13,500
- Skyline Elevator - \$15,750
- GESS - \$23,990

Since the lack of an elevator denies Americans with Disabilities Act (ADA) accessibility to areas of the Police Department we consider it an emergency repair and scheduled work as quickly as possible. Per the City's *Purchasing Manual* all expenditures exceeding \$10,000 but less than \$25,000 must be approved by the Commission and placed on the consent agenda even if it is an emergency repair already in-progress or completed.

Requested Motion: "I move to authorize the City Manager to expend \$13,500.00 to Oracle Elevator to replace the cylinder on the Police Department Building elevator.

Attachments: Oracle Elevator Written Quote

Reviewed by
City Manager: MB

Oracle Elevator

Estimate # 22548 December 23, 2011

ATN: Mike Maxemow
St Pete Beach Police Department
200 76th Ave
St Petersburg Beach, FL 33706
Tel (727) 363-9243
State ID - 49947

Oracle Elevator Company
7207 114th Ave N Suite F
Largo, Florida 33773
Tariq J. Mallay
Tel: 941-539-7215 (cell)
Fax: 727-541-1498
Off: 727-545-3538 ext # 27

Oracle Elevator will provide the necessary labor and materials to perform the following work. **CYLINDER REPLACEMENT** – One (1) Hydraulic Passenger Elevators.

- Obtain necessary permits to alter for state serial # 49947.
- Provide Purchaser Certificate Of Liability insurance listing "St Pete Beach Police Department" as a certificate holder.
- Provide Purchaser a copy of Oracle Elevator's W9.

Work By Others:

- Erect OSHA safety/sight barricades, lay protective floor covering around work areas.
- Remove ALL spillage of hydraulic fluid from the Pit.
- Suspend and secure (two methods) the elevator in the uppermost portion of hoistway .
- The hydraulic plunger shall be disconnected, landed and removed from the cylinder, then set aside for reuse. If the jack head is obsolete in design or the hydraulic plunger is damaged, an entirely new jack assembly, which consists of cylinder, plunger and jack head will be furnished.
- Remove the oil line, shutoff valve, pit channels and buffers from pit area.
- Jackhammer removal of concrete surrounding jack head.
- Hydraulic fluid shall be removed from the cylinder and stored in approved containers.
- Remove existing cylinder from the ground and dispose of properly.
- Remove hazardous debris from inside of present well casing and store in approved containers (See Special conditions).
- Install protective PVC (polyvinyl chloride) casing that includes a means of monitoring for corrosive moisture.
- Apply protective coating to new cylinder to aid in protection against corrosion.
- Thread and weld cylinder sections together, allow cooling and protective wrap at joints.

- Install new hydraulic cylinder with double bulkhead bottom made of steel pipe compliant with Elevator Safety Code ASME Code A17.1 – 2000 and the same I.D. and O.D. size as existing cylinder with new jack head.
- Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly.
- Replace concrete pit floor with appropriate Insulation material.
- Reinstall hydraulic plunger into new cylinder- unless new jack assembly furnished- and plumb cylinder unit within 1/8" tolerance.
- Reinstall hydraulic piping, shutoff valve, pit channels and buffers.
- Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
- Install new jack seal and gasket (new head provided with cylinder)
- Provide existing hydraulic fluid to the elevator hydraulic system and test for normal operation.
- Readjust valve, if required, to achieve proper operation.
- Perform Full Load Safety Test in the presence of state approved Elevator Inspector
- Disassemble and remove materials, tools and supplies and provide general clean-up.
- Return elevator to service.

Special conditions:

1) The quoted price is based upon the existing cylinder hole is plumb and cased or jacketed to prevent hole collapse once the existing jack is removed. The cylinder hole is clear of rock, water, concrete, debris or any other underground condition which hinders us from freely pulling the existing cylinder or installing the new cylinder or which alters the method required to complete the project. If we encounter such conditions, we will notify you immediately and upon execution of a change order. Oracle will charge \$230/ft to re-drill in the event hole collapses or needs to be cleared of rock, water, concrete or any other debris.

2) The new cylinders shall be installed plumb, within a Poly-Vinyl Chloride (PVC) liner (or other suitable code compliant protection) and provided with a means for monitoring the protection method required by ASME A17.1. In the event the new cylinders to be installed cannot be plumb with a Poly-Vinyl Chloride (PVC) a change order will be executed immediately.

3) Purchaser agrees to provide a safe, accessible storage area for placement of D.O.T. 55 Gallon containers for the purpose of spoils containment. Any spoils or water testing by others or delays due to such testing are not included in this proposal. The hiring of a disposal company is the responsibility of Oracle Elevator, and WILL be discussed prior to any material being ordered or work being scheduled. Oracle Elevator will provide environmental services ONLY if it is specifically included under the "Scope of Work" section above. Oracle Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

4) For the purpose of providing this estimate, we assume no unusual conditions as outlined in Items #1-2 above. If necessitated by unusual conditions, a proposal for additional labor and materials shall be submitted to Purchaser for approval prior to performance of additional work. Oracle Elevator shall not be responsible for delays due to such causes. Oracle Elevator proposes that this project should be complete within five (5) business days from the commencement date of construction. This includes removing and installing the new cylinder(s), 3rd party full load pressure test, and returning the elevator back to service.

5) Purchaser will be notified immediately of any circumstances that will require more than the allotted time and materials provided in this proposal. Written authorization will be required for any labor or materials required beyond this original proposal amount.

6) All labor estimates included herein are based upon work being performed during regular working days and hours of the trade (M-F, 8:00 a.m. to 5:00 p.m.). Work performed at other times will be in addition to the price indicated herein.

7) Welding affecting the building fire protection system may be required on this project. This will be coordinated with Purchaser.

8) Purchaser agrees to furnish suitable parking area with standard truck access.

TOTAL COST: Thirteen Thousand Five Hundred Dollars 00/100 (\$13,500.00)

TAXES, PERMITS, TESTING, AND FEES

We included taxes where applicable, permits, testing requirements and testing fees.

WORKING HOURS

All work is based on the normal working hours of the elevator trade and no overtime hours are considered.

PAYMENT SCHEDULE

1. The first 50% of contract amount is to accompany a signed and dated copy of this proposal. No work will be scheduled or material ordered until the signed proposal and first payment are received.
2. The final 50% of contract amount shall be due upon the completion.

TOTAL COST: Thirteen Thousand Five Hundred Dollars 00/100 (\$13,500.00)

TAXES, PERMITS, TESTING, AND FEES

We included taxes where applicable, permits, testing requirements and testing fees.

WORKING HOURS

All work is based on the normal working hours of the elevator trade and no overtime hours are considered.

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

Issue Considered: Approve the request from Pass-A-Grille Community Association to close 8th Avenue at noon and to serve alcohol within the public right-of-way from 4 p.m. – 12 a.m. on January 21, 2012

Date: January 10, 2012

Prepared By: Catherine M. Hartley, AICP, Senior Planner

Summary of Issue: The PAG 100th Anniversary Committee, in conjunction with the PAGCA, is looking to have quarterly events on 8th Avenue providing live music with food and beverages being sold. They are asking for permission to close 8th Avenue from noon until midnight on January 21st and serve alcohol within the right-of-way. This event while similar to the PAG 100th Anniversary Party will be on a much smaller scale.

Requested Motion: “I move to approve the request from Pass-A-Grille Community Association to close 8th Avenue at noon and to serve alcohol within the public right-of-way from 4 p.m. – 12 a.m. on January 21, 2012.”

Attachments: None

Reviewed by City Manager: MB

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into an agreement with Progress Energy for the installation of two (2) car charging stations near Horan Park.

Date: 01/10/12

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The City has recently been awarded our Green City Certification and we continue to find ways to promote "green" living within our community. In this case Progress Energy received federal grant funding for the installation of car charging stations throughout their service area. Due to the size of our City's population, it was determined that we can receive two (2) of these charging stations. We had looked at Corey Avenue for these charging stations but after talking with Progress Energy it is cost prohibitive to install a new meter, panel and electric for them on Corey Avenue so we looked at Horan Park. This park is an ideal location because we just installed a new meter, panel and electric so it's ready to go. Another neat thing about the Horan Park location is that our new solar powered lights may provide enough electric for the charging stations so there will be no cost to the City to obtain, install or operate the new charging stations. As an added bonus at the end of the agreement the City can install meters and start charging for the electric if so desired.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with Progress Energy for the installation of two (2) car charging stations near Horan Park."

Attachments: Electric Vehicle Supply Equipment Site Agreement

Reviewed by
City Manager: MB

ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT

THIS ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT ("Agreement") is entered into this 10th day of January, 2012 ("Effective Date") between Progress Energy Service Company, LLC as agent for Florida Power Corporation d/b/a Progress Energy Florida, Inc., whose address is 410 South Wilmington Street, Raleigh, NC 27601, (hereinafter referred to as "PGN"), and St Pete Beach, a Municipal corporation (hereinafter referred to as "Host").

WHEREAS, PGN is party to a certain Assistance Agreement with the United States Department of Energy (the "Grant") which among other things partially funds Electric Vehicle Supply Equipment ("EVSE") locations in designated locations throughout PGN's regulated service territory; and

WHEREAS, PGN and Host agree to work together to establish EVSE locations on Host's property described in Exhibit A to this Agreement, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, PGN and Host agree as follows:

SECTION 1. EVSE INSTALLATION, MAINTENANCE AND TITLE

- a. PGN, through PGN's network of authorized third party independent contractors and at PGN's expense, shall provide, install, maintain, repair or replace (collectively the "Work") the EVSE on property owned by Host. The Site is depicted on Exhibit "A" attached hereto and incorporated into this Agreement. The EVSE shall include a vehicle charging station and associated cords, electrical lines, wires, conduit, cables and equipment. PGN shall provide electric utility services to Host, and Host shall pay for such service consistent with the applicable electric utility tariff in force and effect. PGN, in PGN's sole discretion, shall have the right to repair, modify or replace the EVSE at any time during the Term of this Agreement.
- b. Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE shall remain with PGN. Host shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Host, and any sale of the Site by Host shall not include the EVSE.

SECTION 2. HOST'S EVSE OBLIGATIONS

Throughout the Term of this Agreement:

- a. Host shall grant to PGN such reasonable access to the Site and sufficient space for locating the EVSE at the Site as may be deemed necessary or desirable by PGN for the Work. Host shall also ensure that the Site is zoned to allow the EVSE's availability to the general public. If the Work requires any improvements to the Site that exceed PGN's pre-determined maximum Site costs, Host will be notified in writing and if Host approves, Host shall be responsible for such improvement at Host's sole expenses.
- b. Plus for a period of time until the EVSE (in PGN's sole discretion) is deemed non-functional, Host hereby consents to and shall permit both PGN and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and third parties all data from the EVSE

with respect to vehicle charging activity, vehicle usage and technical performance (the "Data") of the vehicle and EVSE. If at any time prior to the expiration or termination of the Grant the EVSE fails to operate or otherwise requires repair, Host shall promptly notify PGN and PGN will repair the EVSE. Host agrees that PGN shall have no EVSE repair or maintenance obligations or responsibilities following expiration or termination of the Grant.

- c. The EVSE shall be open twenty-four (24) hours each day and made available to the general public during the term of this agreement. Host shall not charge any person or entity to use the EVSE. At Host's sole cost and expense, Host shall reserve suitable peripheral parking space or other space required for the general public to utilize the EVSE and mark and reserve such space with a sign stating that the space shall be "For Electric Vehicle Use Only".
- d. Host shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the Work and operation of the EVSE, including environmental requirements associated therewith.
- e. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or web sites created under this Agreement, Host agrees: i) to consider erecting qualifying signage identifying the EVSE as "being funded by the American Recovery and Reinvestment Act;" and ii) to submit any such marketing effort and required signage for prior review and approval by PGN.
- f. Host should maintain the area surrounding the EVSE and will promptly notify PGN of any problems related to the EVSE. Such maintenance includes, but is not limited to, pavement maintenance and the repair or replacement of security lighting and security monitoring cameras.
- g. Host agrees to cooperate with PGN in fulfilling PGN's reporting requirements to the United States Department of Energy and/or other federal, state or local regulatory or governing entities. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at PGN's expense. If Host fails to meet any of its obligations under this Agreement, PGN may remove the EVSE and redeploy it at another site.

SECTION 3. TERM AND TERMINATION

This Agreement shall be effective as of the date of execution by both parties. The term shall commence on the date of installation of the EVSE and (unless terminated sooner) shall continue until April 27, 2013 (unless extended by the company), but at all times shall be subject to the minimum EVSE Data collection period as set forth in Section 2 (Host's EVSE Obligations) to allow PGN and PGN's authorized third party contractors to collect necessary Data (the "Term"), unless sooner terminated or extended as provided herein.

SECTION 4. END OF TERM OPTIONS; TAXES

At the end of the Term, should PGN, in PGN's sole discretion, opt to transfer ownership, at no cost to the Host except as outlined below concerning the payment of transfer taxes, of the EVSE to Host at the then current EVSE fair market value and Host agrees to accept such transfer of ownership,

then PGN will deliver to Host a Bill of Sale for the current EVSE fair market value. Host further agrees that in accordance with federal and state laws in effect at the time of the transfer of the EVSEs from PGN to Host, that: i) Host shall be responsible for and shall pay transfer taxes related to the fair market value of the EVSE as stated on the Bill of Sale ; ii) PGN may thereafter invoice and collect sales tax from Host on the fair market value of the transfer; and iii) Host agrees to complete Form W-9, "Request for Taxpayer Identification Number and Certification" upon execution of these terms and conditions. Following notification from Host to PGN of Host's decision to forego acceptance of the EVSE, PGN will remove the EVSE within sixty (60) days of Host's request and take possession of the EVSE, all at no cost to Host.

SECTION 5. TERMINATION

- a. If due to a physical relocation of the Site within PGN's regulated service territory, Host requests to relocate the EVSE (but not to terminate the Agreement before the end of the Term), then following at least a thirty (30) days notification from Host to PGN advising PGN of Host's relocation request, Host shall thereafter select its own independent contractor to remove and relocate the EVSE, all at Host's sole cost and expense. Following the removal and relocation of the EVSE by Host's independent contractor, this Agreement shall remain in effect for the remainder of the Term.
- b. If either due to a physical relocation of the Site outside of PGN's regulated service territory or due to Host's convenience, Host thereafter requests termination of the Agreement prior to the expiration of the Term, then following notification from Host to PGN advising PGN of Host's termination, PGN or a PGN authorized independent contractor shall remove and take possession of the EVSE within sixty (60) days of Host's request and Host shall pay PGN the cost of removing the EVSE, which shall not exceed six hundred dollars (\$600.00). PGN's or PGN's authorized independent contractor's removal and possession of the EVSE shall not include any removal or possession of any associated cords, wires, cables, equipment, electrical lines, conduit or other ancillary hardware associated with the EVSE. All such ancillary hardware will be disconnected by PGN or PGN's authorized independent contractor and left in place at the Site.

SECTION 6. TITLE TO EQUIPMENT AND DATA

Unless or until PGN transfers title to the EVSE to Host, at all times under this Agreement, PGN shall own and maintain title to the EVSE. The Host shall not make any alterations, changes or modifications to the EVSE without first securing prior written permission from PGN and/or any applicable underlying manufacturer. All rights, title and interest in the EVSE Data and related information collected from the EVSE shall also immediately vest in PGN. PGN shall therefore have the right to use, copy, distribute and create derivative works from such Data and information as necessary and helpful to evaluate electric vehicles and electric vehicle support equipment and for any other PGN business purpose.

SECTION 7. INSURANCE COVERAGE.

- a. Host shall provide and maintain in full force and effect at no additional cost to PGN for the duration of the Agreement: i) Commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed

operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$4,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits; ii) Comprehensive automobile liability insurance with a minimum combined single limit of \$1,000,000 per accident for bodily injury and damage to property, or covering bodily injuries or death in a sum not less than \$500,000 per person and \$1,000,000 per accident and covering damages to property in a sum of at least \$250,000 per accident or comprehensive automobile liability insurance plus additional excess umbrella liability insurance to meet these limits. This insurance shall apply to any auto, whether owned or non-owned; and iii) Workers' compensation insurance as specified by state law in each state where the Host maintains the EVSE. All such coverages shall be primary.

- b. Notwithstanding the above, Host shall have the right to satisfy its insurance obligations under this Agreement by means of self-insurance to the extent of all or part of the insurance required hereunder but only so long as such self-insurance is permitted under all laws applicable to Host at the time in question. "Self-insure" shall mean that Host is itself acting as though it were the third-party insurer providing the insurance required under the provisions of this Agreement, and Host shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Agreement. To the extent Host chooses to provide any insurance required by this Agreement by "self-insurance," then Host shall have all of the obligations and liabilities of an insurer, and the protection afforded PGN shall be the same as if provided by a third-party insurer under the coverage required under this Agreement. Without limiting the generality of the foregoing, all amounts which Host pays or is required to pay and all losses or damages resulting from risks for which Host insures or has elected to self-insure shall be subject to the waiver of subrogation provisions of this Agreement, and shall not limit Host's indemnification obligations pursuant to this Agreement. In the event that Host elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from a third-party insurer, Host shall undertake the defense of any such claim, including a defense of PGN, at Host's sole cost and expense, and use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Host to self-insure. Any such self-insurance shall be required to provide "first dollar" coverage.
- c. Host waives and shall require its insurers providing the coverages specified above (excluding professional liability coverage, if required) to waive all rights of recovery against PGN, its officers, employees, agents, and shareholders and all of PGN's parent, subsidiary, and affiliate companies. Host shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Agreement.
- d. Before any Work is initiated under this Agreement, Host shall provide written proof of compliance with the above insurance requirements and a copy of certificate of insurance completed by his insurance carrier or agent certifying that minimum insurance coverages as required above are in effect and that the coverage will not be canceled or changed until thirty (30) days after written notice is given PGN. Host shall maintain, update, and renew the Certificate for the duration of the Agreement. In the event an acceptable Certificate of Insurance becomes outdated, PGN may elect to suspend Work or take other appropriate action until an acceptable and properly dated Certificate is received by PGN.

SECTION 8. INDEMNIFICATION

To the maximum extent permitted by applicable law, Host shall indemnify and defend PGN (including PGN's parent, subsidiary and affiliate companies), PGN's officers, employees and agents from and against all repairs, liability, loss, costs, claims, damages, expenses, judgments and awards, whether or not covered by Host's insurance, arising or claimed to have arisen wholly or in part from Host's or Host's agents' acts or omissions or negligence at or arising from the Site which resulted in:

- a. injury to (including mental or emotional) or death of any person, including employees of PGN (including PGN's parent, subsidiary and affiliate companies) and including any PGN agents or authorized, independent contractors; or
- b. damage to or destruction of any property (real, personal, tangible or intangible) including without limitation real or personal property of any third party, the EVSE and any associated EVSE hardware (including but not limited to any cords, wires, cables, equipment, electrical lines, conduit or other ancillary hardware associated with the EVSE), property of PGN (including PGN's parent, subsidiary and affiliate companies), PGN's employees and PGN's authorized, independent contractors; or
- c. Any allegation or violation of any third party intellectual property right, including but not limited to violations of patents, copyrights, trademarks or trade secrets.
- d. Any violation of applicable federal, state and local laws (and the rules and regulations of any lawful regulatory body acting thereunder in connection with the Work).
- e. The foregoing indemnification by Host shall not apply to the extent such claims are the result of PGN's negligence.

Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement; provided, however, this Section 8 shall in no way constitute a waiver of Host's Sovereign Immunity limits under Florida law as set forth in Florida Statutes, Chapter 768.

SECTION 9. WARRANTY

- a. PGN WARRANTS THAT EVSE WORK PERFORMED BY PGN'S NETWORK OF AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTORS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE TERM OF THE AGREEMENT. IN THE EVENT THAT ANY EVSE WORK PERFORMED IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, PGN MAY, IN PGN'S SOLE DISCRETION, REPAIR OR REPLACE SUCH DEFECTIVE EVSE OR WORK. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS HOST'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY FOR ANY FAILURE OF PGN TO COMPLY WITH PGN'S WARRANTY OBLIGATIONS, AND PGN EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE PGN'S SOLE LIABILITY AND

HOST'S EXCLUSIVE REMEDY FOR FAILURE OF PGN TO MEET PGN'S WARRANTY OBLIGATIONS, WHETHER ANY CLAIMS OF HOST ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

- b. AT THE END OF THE TERM OF THIS AGREEMENT AND SHOULD HOST OPT TO ACCEPT TITLE TRANSFER OF THE EVSE FROM PGN, THEN FOR ALL EVSE DEVICES (INCLUDING ALL ASSOCIATED EVSE CORDS AND INTERNAL WIRING), THE TRANSFER WILL BE AS-IS WITH NO WARRANTIES AND HOST ASSUMES SOLE RISK AND RESPONSIBILITY FOR ANY REMAINING WARRANTY ACTION (IF ANY).

SECTION 10. LIMITS OF LIABILITY

- a. UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL PGN BE LIABLE TO HOST OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO: i) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THIS AGREEMENT; ii) ANY CLAIMS OR CAUSES OF ACTION THAT ARISE OR ARE ALLEGED TO HAVE ARISEN AS A RESULT OF ANY REQUIRED SPACE VENTILATION NOT MADE KNOWN IN WRITING TO PGN OR PGN'S AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR IN WRITING PRIOR TO ANY WORK; iii) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS; OR iv) ANY ENVIRONMENTAL CLAIMS, DAMAGE OR CAUSES OF ACTION.
- b. UNDER NO CIRCUMSTANCES WILL PGN OR ANY PGN AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR BE HELD LIABLE TO HOST OR ANY OTHER PERSON OR ENTITY FOR MATTERS INVOLVING THE PURCHASE, LEASE, USE, NON-USE, OR DEVALUATION OF ANY ELECTRIC VEHICLE, PLUG IN HYBRID VEHICLE OR ANY VEHICLE OF ANY NATURE, ANY EVSE OR ASSOCIATED EVSE INFRASTRUCTURE WHEN APPLICABLE CODES OR STANDARDS PROHIBIT THE INSTALLATION OR USE OF SUCH VEHICLE OR EQUIPMENT. PGN WILL NOT PAY FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY HOST FOR PURCHASING ANY VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON PGN BEING ABLE TO PROVIDE AN EVSE TO HOST. NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL PGN'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF THE EVSE PLUS INSTALLATION COSTS MADE BY PGN UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 11. MISCELLANEOUS PROVISIONS

- a. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including: i) compliance with the Americans With Disabilities Act, as amended; and ii) compliance with the minimum rates for wages for laborers and mechanics as determined by the United States Secretary of labor in accordance with the provisions of the Davis-Bacon Act as amended and any related provisions.
- b. Assignment. This Agreement shall not be assigned except with the prior written consent of all parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.
- c. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render PGN and Host liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.
- d. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, PGN and Host shall substitute a provision by mutual agreement that preserves the original intent of the parties as closely as possible under applicable law.
- e. Governing Law. This Agreement shall be governed by the laws of the State of Florida, except that the Florida conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction. Jurisdiction for any claim under this agreement shall be in Pinellas County, Florida.
- f. Public Communication. Host agrees to cooperate with PGN in maintaining good community relations. PGN will issue all public statements, press releases, and similar publicity concerning the EVSE and the Work (including its progress, completion and characteristics). Host shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of PGN.
- g. Nonwaiver. PGN's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or PGN's waiver of any breach hereunder shall not thereafter waive any of PGN rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by PGN in writing.
- h. Merger. This Agreement embodies the entire agreement between PGN and Host. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the parties in writing and signed by their authorized agents.
- i. Privacy Law. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing PGN to release and share Host's name, address and telephone

number for the Work with PGN's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the EVSE to Host.

- j. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Warranty); Section 10 (Limits of Liability); Section 11(a) (Compliance With Laws) and Section 11(i) (Privacy Law).

[signature page follows]

IN WITNESS WHEREOF, the parties execute this Agreement by their signature or the signature of their authorized agents. as of the date first above written.

St Pete Beach

Florida Power Corporation d/b/a
Progress Energy Florida, Inc.

BY: _____

BY: _____

NAME (printed): _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

LESSOR (if applicable)

BY: _____

NAME (printed): _____

TITLE: _____

DATE: _____

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

Indicate your Social Security Number **OR** your Federal Tax Identification Number (FTIN). This number shall correspond with the Host name indicated above and shall be the same Federal Tax Identification Number under which you report income. **COMPLETE ONLY ONE.**

Federal Tax ID #	Social Security #
_____	_____

Exhibit A

St Pete Beach – Gym – Pool – Rec Building

Host: St Pete Beach

Host Address: 155 Corey Ave St Pete Beach, FL 33706-1839

Host Contact: Ms Renee Cooper – CIP Construction Manager

Site Name: St Pete Beach Community Center

Site Address: 7601 Boca Ciega Dr Gym-Pool St Pete Beach, FL 33706

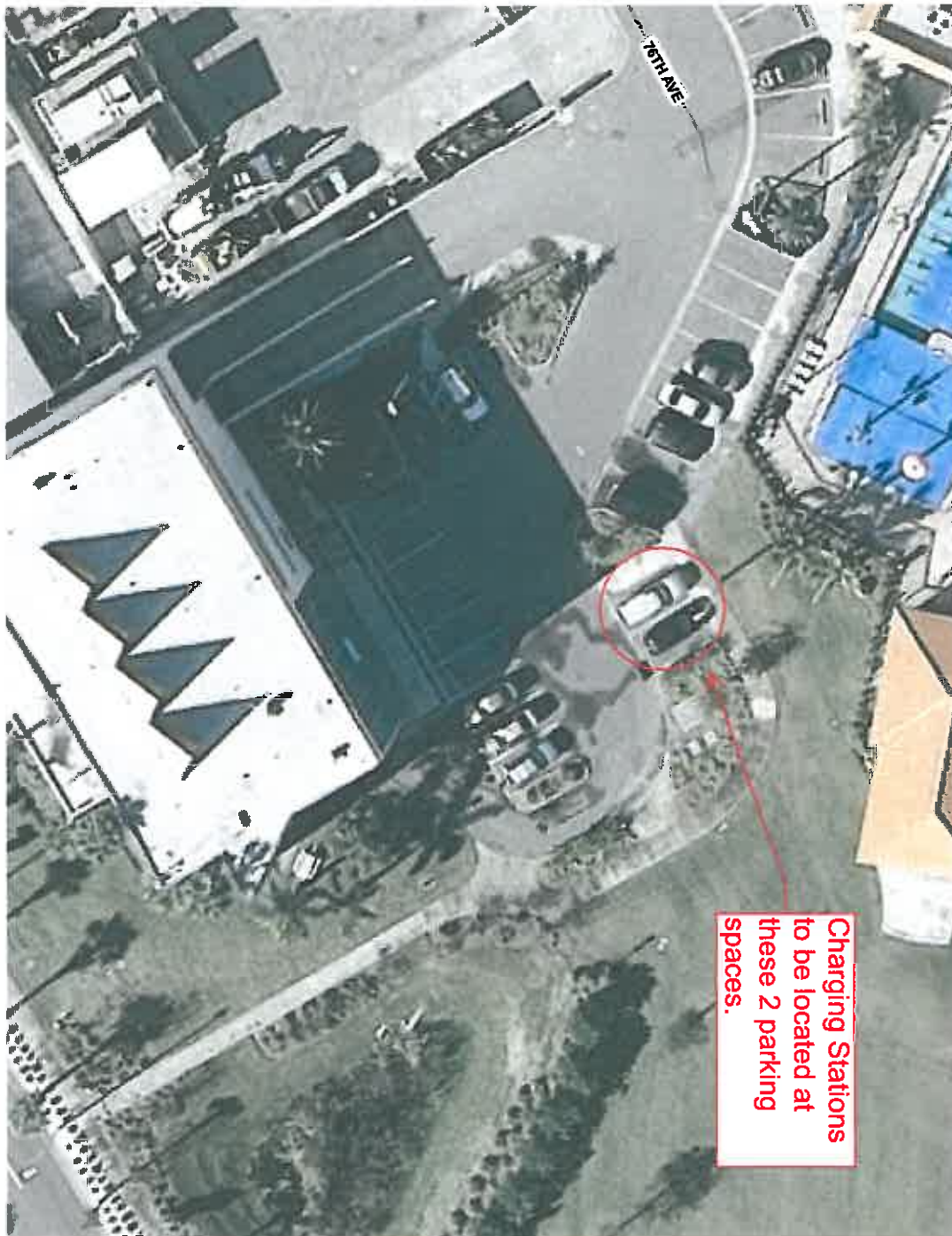
Site Contact: Ms Renee Cooper

Specific Parking Space Location: The two (2) Eaton charging stations will be located in the two parking spaces located west side of the Pavilion. Parking spaces are approximately 45 ft from the electrical service (Progress Energy Meter # 2801926).

Equipment to be Installed: Two (2) pedestal mounted Eaton-R level 2 Electric Vehicle Charging Station including cable, conduit and bollard(s), if needed. Transient voltage surge suppression (TVSS) will also be installed. Labor and material to install two new circuits to identified parking spaces per Rogers Electric proposal dated October 31, 2011.

Installation Requirements: The installation will be installed to be in compliance with NFPA 70 requirements and will be permitted/inspected by the Authority Having Jurisdiction. Inspection Authority will be the City of Clearwater.

Exclusions: It is assumed that any required right-of-way easement(s), parking space, striping and or marking will be provided by others. The Host may be ask to help locate all customer owned underground facilities such as electric, water, irrigation, communications, etc. Electrical contractor, for Progress Energy Florida, will place a request for underground utility locates through local authorities.



Eaton's Pow-R-Station Level 2 electric vehicle charging station

The most robust, flexible offering of EVSE on the market



EATON
Powering Business Worldwide

Overview

Plug-in electric vehicles offer improved fuel economy, lower emissions and strong acceleration with a quiet operation—all from a domestic energy source. Therefore, it is no surprise that automakers are bringing plug-in electric vehicles to the mass market. In fact, industry forecasts predict an annual volume of 400,000 battery electric vehicles in North America by 2020. These electric vehicles will require a substantial residential, commercial and public infrastructure to support them.

Eaton provides the most robust, flexible offering of electric vehicle supply equipment (EVSE) on the market. Eaton's Pow-R-Station™ family of solutions is the electric transportation industry's premier EVSE.

Eaton's Pow-R-Station electric vehicle charging stations supply the connection to the grid where vehicles park—street-side, garage or parking lot—and provide the car's onboard charger with the electricity it needs to refill the battery.

Configuration to meet your needs

Whether you have a fleet of electric vehicles or you are plugging in at home, Eaton has an electric vehicle charging station targeted to meet your needs.

The Level 2 Pow-R-Station electric vehicle charging station is NEMA® 3R-rated for indoor or outdoor use—it can be wall-mounted for residential or commercial garage installations, or it can be freestanding with the pedestal configuration. It is designed with steel housing and is treated with a powder coat paint for durability and long life. It can be operated as a stand-alone power station, or it can be networked with other power stations that will be operated or managed by one entity.

Using an industry standard J1772™ 30A or 70A connector, depending on battery size, the Level 2 charging station will easily fill a depleted all-electric vehicle battery in as little as four hours while the owner is working, shopping or sleeping.

How it works

When the driver connects the J1772 connector to the electric vehicle, the Level 2 Pow-R-Station EV charging station confirms that it is an electric vehicle by "waking it up" through one of the pins in the connector. Once the charger has confirmed the connection to the vehicle, the vehicle then tests to ensure it is connected to an EVSE.

The charging station will respond by indicating its available line current (ALC). The ALC is the maximum current the electric vehicle is allowed to draw, depending on the circuit size or the commands of a load-management system and/or the requirements of a utility.

Celebrating
100 YEARS
Ideals that Endure



User safety

The various communications between the electric vehicle and the Pow-R-Station EV charging station are in place to ensure user safety. These safety checks verify that there is no chance of injury to the user or the equipment. For example, until the vehicle has confirmed it is connected to an EVSE, the five pins on the connector have no AC power.

In addition, electric vehicles are required to have an interlock deactivating the ignition while connected. If anything happens to disrupt the connection, such as a user releasing the connector latch, the power flow to the vehicle will immediately stop.

Installation

Installation of the Level 2 Pow-R-Station EVSE can be performed easily by any qualified electrician. The wall-mount design is much like the installation for an electric stove circuit, and the pedestal is comparable to the installation of a lighting bollard circuit. An electrician can also verify whether the size of the branch circuit is correct per NFPA® 70 and NEC® 625.14 standards.

Eaton manufactures all products that may be needed to support an electrical system upgrade, if it is required for installation. For commercial installations, Eaton's Electrical Services and Systems (EESS) team of electrical engineers is available nationwide and can be augmented by

Eaton's network of national, local and specialty commercial electrical contractors. For residential installations, Eaton's Certified Contractor Network (ECCN) can handle installation and any upgrades needed to the home's electrical system.

Communication features

The Level 2 Pow-R-Station EVSE offers standard ethernet, Serial (RS-232), and Modbus® or optional cellular or wireless communication selections. The charging station will also offer the following features for data collection, storage and extraction:

- **Memory slot:** allows the station to collect data locally onto an SD card of up to 2 GB of data, which is equivalent to one year of reporting.
- **Standard onboard memory:** allows the station to record 30 days of a subset of usage data and ongoing statistics.
- **Modbus:** allows a building's energy management system (EMS) to manage the charging station's deployment with status and usage statistics.
- **Ethernet:** allows the station to be a Modbus TCP and offers a small, built-in Web server that shows the station's status and usage statistics.
- **Serial port:** allows a third-party device, such as a technician's computer or an industrialized computer, to control, manage and troubleshoot the station's status and usage statistics.

Remote management and control

Eaton's optional Pow-R-Station Network Manager Software provides remote-management and control services for the charging station. Eaton's Pow-R-Station Network Manager Software allows a user or a fleet manager to check the status of the station, including if it is idle or in use, the amount of power flowing to the vehicle, and any required preventative maintenance. Further, the user is able to gather usage data and reports, manage and control how fast charging takes place, and access maps of where each station is located, all from Internet portal dashboards.

Authentication

To meet your application needs, Eaton can interface with third-party authentication systems including but not limited to:

- Outdoor-rated credit card swipe
- Secure access RFID
- RFID with user identification
- Synchronous-code keypads

Further, the optional integrated synchronous-code keypad can be used in conjunction with parking lot management systems commonly deployed today to provide a method for both enabling payment and restricting access to the charging stations.

When used with Eaton's Network Manager software



For more information, visit www.eaton.com/plugin, call 1-855-ETN-EVSE (1-855-356-3372), or call your local Eaton sales office.

Eaton Corporation
Electrical Sector
1111 Superior Ave.
Cleveland, OH 44114
United States
877-ETN-CARE (877-386-2273)
Eaton.com

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Eaton
5050 Mainway
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Powering Business Worldwide

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March 2011

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Gator Grading & Paving for \$412,736 for Street CIP projects.

Date: 01/10/12

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Bids were received for Street CIP projects on November 9, 2011. Gator Grading & Paving was the low bidder for traditional mill and overlay at \$375,540 and associated unit prices. Due to the current construction market, the bids came in lower than expected. The budget for Street Rehabilitation is \$470,000. Additional areas have been added to maximize the total value for the Street CIP project.

Staff requested reports from Pinellas County Utilities in regards to potable water and reclaimed water leaks. After review, it was determined that before any mill and overlay can be completed on 75th Ave and Boca Ciega Drive, reclaimed water service lines will need to be replaced. The City will be working with QRC, Inc., under their agreement with Pinellas County for reclaimed water repairs, to complete the necessary repairs prior to paving. Repairs are estimated at \$350 per service line. 50 total service lines will need to be repaired.

Also, as a part of the total project scope, L.S. Curb Service will be correcting drainage issues at 93rd Ave prior to paving. This is being addressed in a separate purchase agreement.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Gator Grading & Paving for \$412,736 for Street CIP projects."

Attachments: Bid Tabulation
Purchase Agreement
Street CIP Budget

Reviewed by
City Manager: MB



Bid Results - Street Rehabilitation - 11/9/11 - 10:00AM

Streets	Mill/Overlay		
	Suncoast	Ajax	Gator
1st Palm Point	\$24,500.00	\$23,110.00	\$24,620.00
75th Ave. from Gulf Blvd. to Sunset Way	\$60,850.00	\$52,480.00	\$43,525.00
65th Ave.	\$5,700.00	\$7,100.00	\$6,925.00
52nd Ave.	\$15,950.00	\$14,920.00	\$21,000.00
51st Ave. W.	\$15,700.00	\$14,750.00	\$17,650.00
93rd Ave.	\$22,450.00	\$14,550.00	\$8,200.00
Sunset Way from 26th Ave. to 22nd Ave.	\$43,500.00	\$36,100.00	\$29,875.00
Belle Point Dr. from Poinsettia to 39th Ave.	\$89,750.00	\$80,955.00	\$56,795.00
70th Ave. from Gulf Blvd. to Gulf Winds Dr.	\$31,650.00	\$25,150.00	\$14,870.00
Debarzan from Alhambra to S. Debarzan Ave.	\$45,100.00	\$39,110.00	\$44,845.00
Boca Ciega Dr. from 80th Ave. to 85th Ave.	\$60,350.00	\$54,950.00	\$45,550.00
Gulf Way between 9th Ave. and 10th Ave.	\$21,700.00	\$33,100.00	\$35,000.00
W. Maritana Dr. from Alfonso St. to S. Maritana Dr.	\$34,850.00	\$27,815.00	\$26,685.00
Lump Sum Bid for All Streets Listed	\$472,050.00	\$424,090.00	\$375,540.00

Unit Prices

Asphalt Patching - 3" - Per SQYD	\$48.00	\$30.00	\$25.00
Leveling of Roadways - Per TON	\$115.00	\$135.00	\$105.00
Traditional Mill/Overlay - Per SQYD	\$14.30	\$15.00	\$15.50
Full Pavement Replacement - Per SQYD	\$32.00	\$110.00	\$45.00
3/8" Microsurfacing - Per SQYD	\$5.25	\$10.00	No Bid
Rejuvenator/Sealing - Per SQYD	\$1.55	\$15.00	No Bid
Chip Seal - Per SQYD	\$4.00	\$15.00	No Bid

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Street Rehabilitation

THIS AGREEMENT is hereby executed this 10th day of January, 2012, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Gator Grading & Paving (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 \$412,736.00, as full consideration for the goods or services provided hereunder.

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

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months. 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:

Gator Grading & Paving
2704 105th St. East
Palmetto, FL 34221

As to City:

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

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

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

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

Gator Grading & Paving
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY Mike Novak Pres. Gator

BY _____
CITY MANAGER

Mike Novak, President
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004



Gator Grading & Paving

✓ 1st Palm Point	\$24,620.00
✓ 65th Ave.	\$6,925.00
✓ 52nd Ave.	\$21,000.00
✓ 51st Ave. W.	\$17,650.00
✓ 93rd Ave.	\$8,200.00
✓ Sunset Way from 26th Ave. to 22nd Ave.	\$29,875.00
✓ 70th Ave. from Gulf Blvd. to Gulf Winds Dr.	\$14,870.00
✓ Debazan from Alhambra to S. Debazan Ave.	\$44,845.00
✓ Gulf Way between 9th Ave. and 10th Ave.	\$35,000.00
✓ W. Maritana Dr. from Alfonso St. to S. Maritana Dr.	\$26,685.00
✓ Alley Entrance between 7740 and 7720 Boca Ciega Dr.	\$3,645.00
✓ Public Services Equipment Yard	\$32,406.00
✓ Warren Webster Parking Lot	\$14,375.00
✓ McKenney Park Parking lot	\$15,630.00
✓ Don Vista Parking Lot	\$17,935.00
✓ Boca Ciega Dr. from 80th Ave. to 85th Ave.	\$45,550.00
✓ 75th Ave. from Gulf Blvd. to Sunset Way	\$43,525.00
Contingency	\$10,000.00
Total:	\$412,736.00



The Street CIP encompasses major construction work on streets, bridges, alleys and parking lots citywide. Groups of projects are bid out together in order to reduce costs through economy of scale.

Street CIP Budget:

1st Palm Point	\$24,620.00
65th Ave.	\$6,925.00
52nd Ave.	\$21,000.00
51st Ave. W.	\$17,650.00
93rd Ave.	\$8,200.00
Sunset Way from 26th Ave. to 22nd Ave.	\$29,875.00
70th Ave. from Gulf Blvd. to Gulf Winds Dr.	\$14,870.00
Debazan from Alhambra to S. Debazan Ave.	\$44,845.00
Gulf Way between 9th Ave. and 10th Ave.	\$35,000.00
W. Maritana Dr. from Alfonso St. to S. Maritana Dr.	\$26,685.00
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Public Services Equipment Yard	\$32,406.00
Warren Webster Parking Lot	\$14,375.00
McKenney Park Parking lot	\$15,630.00
Don Vista Parking Lot	\$17,935.00
Boca Ciega Dr. from 80th Ave. to 85th Ave.	\$45,550.00
75th Ave. from Gulf Blvd. to Sunset Way	\$43,525.00
Contingency	\$10,000.00

Sub-Total Paving Projects: \$412,736.00

Remaining Budget Items:

93rd Ave. Curb & Storm Inlet \$17,879.25
 Core Samples/Boring for Gulf Winds \$13,000.00
 One Way Traffic Couplet \$25,100.00

Total: \$468,715.25

Approved FY 2012 Budget: \$470,000.00

Notes:

1. Gulf Winds Drive from 71st Ave to Gulf Blvd (\$185,000) was removed from the list and replaced with other projects after a wastewater force main break. We need to investigate and determine if the wastewater pipe under Gulf Winds needs to be replaced or lined before paving the street.
2. PAG Way (\$50,000) was budgeted separately during the budget process.
3. Corey Ave Streetscape (\$300,000) was budgeted separately during the budget process.

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

Issue Considered: First Reading and Public Hearing for Ordinance 2011-42, providing for amendment of Division 26 the Land Development Code of the City of St. Pete Beach (Signs) to establish sign regulations for the recently adopted CRD zoning districts.

Date: January 10, 2011

Prepared By: Catherine M. Hartley, AICP, Senior Planner

Summary of Issue: The proposed text amendments to the LCD amend the definitions and establish sign standards for the AC, BHC, BR, TC-2, CC-1, CC-2, BR, and UBV zoning district. These amendments were recommended for approval by the Planning Board with a vote of 3-0 at their December 20, 2011 meeting.

Requested Motion: “I move to approve Ordinance 2011-42 (read title)”

Attachments: Copy of Ordinance 2011-42

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2011-42

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA PROVIDING FOR AMENDMENTS TO DIVISION 26 OF THE LAND DEVELOPMENT CODE AS IT RELATES TO SIGNAGE; PROVIDING FOR AMENDMENTS TO THE DEFINITIONS; PROVIDING FOR SIGN REGULATIONS FOR THE TC-2, DCR, UPV, BHC, BR, AC, CC-1, AND CC-2 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to ensure an aesthetic environment that is conducive to quality of life and successful business enterprises; and

WHEREAS, The Land Development Code regulates signage by a property's zoning designation;

WHEREAS, The City changed the zoning designations within the Community Redevelopment District on November 22, 2011; and

WHEREAS, Section 26 of the Land Development Code must be amended to include sign regulations for each new zoning district created; and

WHEREAS, the City's Planning Board, acting as the City's local planning agency, has reviewed this ordinance amending Division 26 and found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

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

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

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

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

Section 1. Division 26 of the City of St. Pete Beach, Florida Land Development Code is hereby amended as illustrated in "Exhibit A".

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

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

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

STEVE MCFARLIN, MAYOR

LPA NOTICE PUBLISHED: 12/7/2011

LPA PUBLIC HEARING: 12/20/2011

FIRST READING: 1/10/2012

PUBLISHED: 1/4/2012

SECOND READING/ADOPTION HEARING:

PUBLISHED:

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ____ day of _____, 2012

Rebecca Haynes, City Clerk

“Exhibit A”

DIVISION 26 SIGN ORDINANCE

- [Sec. 26.1. Purpose, intent and scope.](#)
- [Sec. 26.2. Definitions.](#)
- [Sec. 26.3. Illustrations of type of signs and methods of measurement.](#)
- [Sec. 26.4. Prohibited signs.](#)
- [Sec. 26.5. Nonconforming signs.](#)
- [Sec. 26.6. Exemptions.](#)
- [Sec. 26.7. Building permits.](#)
- [Sec. 26.8. Shielding of illumination.](#)
- [Sec. 26.9. Substitution of noncommercial speech for commercial speech.](#)
- [Sec. 26.10. Content neutrality as to sign message \(viewpoint\).](#)
- [Sec. 26.11. Sign permit required.](#)
- [Sec. 26.12. Application.](#)
- [Sec. 26.13. Fees.](#)
- [Sec. 26.14. Conditions.](#)
- [Sec. 26.15. Appeals.](#)
- [Sec. 26.16. Enforcing official.](#)
- [Sec. 26.17. Failure to comply.](#)
- [Sec. 26.18. Violations and penalties.](#)
- [Sec. 26.19. Adoption of zoning regulations.](#)
- [Sec. 26.20. Freestanding signs.](#)
- [Sec. 26.21. Setback measurement.](#)
- [Sec. 26.22. Double-faced signs.](#)
- [Sec. 26.23. Illumination.](#)
- [Sec. 26.24. Time and temperature signs.](#)
- [Sec. 26.25. All districts.](#)
- [Sec. 26.26. RU-1, RU-2, RLM-1 and RLM-2 Residential Districts.](#)
- [Sec. 26.27. RM Residential District.](#)
- [Sec. 26.28. ROR Residential/Office/Retail District.](#)
- [Sec. 26.29. RFM Resort Facilities Medium District.](#)
- [Sec. 26.30. CG-1 Commercial District.](#)
- [Sec. 26.31. CG-2 Commercial District.](#)
- [Sec. 26.32. INS Institutional District.](#)
- [Sec. 26.33. TC-1 Town Center Core District.](#)
- [Sec. 26.34. Large Resort District.](#)
- [Sec. 26.35. Traditional Hotel District.](#)
- [Sec. 26.36. Severability.](#)

Sec. 26.1. Purpose, intent and scope.

It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this division are not intended to censor speech or to regulate viewpoints, but instead are intended to

regulate the secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. In order to preserve and enhance the city as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the city is a highly contributive means by which to achieve this desired end. These sign regulations have been prepared with the intent of enhancing the visual environment of the city and promoting its continued well-being, and are intended to:

- (a) Encourage the effective use of signs as a means of communications in the city;
- (b) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (c) Improve pedestrian and traffic safety;
- (d) Minimize the possible adverse affect of signs on nearby public and private property;
- (e) Foster the integration of signage with architectural and landscape designs;
- (f) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
- (g) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (h) Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;
- (i) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
- (j) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains;
- (k) Categorize signs based upon the function that they serve and tailor the regulation of signs based upon their function;
- (l) Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- (m) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
- (n) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (o) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the city;
- (p) Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- (q) Protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (r) Protect property values by ensuring that sign-types, as well as the number of signs, are in harmony with buildings, neighborhoods, and conforming signs in the area;

- (s) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that complements the natural surroundings in recognition of this city's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its resort community, as well as for its commercial properties; and
 - (t) Enable the fair and consistent enforcement of these sign regulations.
- (Ord. No. 03-10, § 1, 6-3-03)

Sec. 26.2. Definitions.

All words used in this division shall carry their customary dictionary meanings, except that the following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned or discontinued sign or sign structure means a sign or sign structure is considered abandoned or discontinued when its owner fails to operate or maintain a sign for a period of six months or longer. The following conditions shall be considered as the failure to operate or maintain a sign: (i) a sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed, or (ii) a sign which is blank.

Advertising means sign copy intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, activity, entertainment, or real or personal property.

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn.

Area of ground supports means the total area of a freestanding sign's structural elements.

Artwork means a two- or three-dimensional representation of a creative idea that is expressed in a form and manner as to provide aesthetic enjoyment for the viewer rather than to specifically convey the name of the business or a commercial message about the products or services offered on the property upon which the artwork is displayed.

Attached sign means a wall sign, an integral roof sign, marquee sign or a canopy sign.

Banner means any sign or string of one or more signs, usually made of cloth or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including but not limited to balloons and pennants. Flags shall not be considered banners.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting or diverting attention, except, however, this term does not include any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation Administration or other similar agency. This definition does not apply to any similar type of lighting device contained entirely within a structure and which does not project light to the exterior of the structure.

Billboard means a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.

Building frontage See *frontage, building* *Bus stop informational sign* means a freestanding or attached noncommercial sign located at a bus stop and providing information as to the route, hours or times of service.

Deleted: means the length of the single face of a building or that portion of a building occupied by a single office, business or enterprise, commonly referred to as "store-front," which is abutting a street, parking area, or other means of customer access such as an arcade, a mall or a walkway. ¶

Canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Commercial message means any sign wording, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, service, sale or sales event or other commercial activity.

Construction sign means a temporary on-premise sign identifying the ongoing construction activity during the time that a building permit is active and prior to completion of the work for which the permit was issued, containing sign copy is limited to the ongoing construction activity and identifying the contractor and/or any subcontractor engaged to perform construction activity on the site.

Copy means the linguistic or graphic content of a sign.

Designer sign means a sign that is custom made wall or monument type signs, reviewed by the city manager or his designee and found to be of a higher creative, artistic and three-dimensional, or sculptural nature than the standard types of signs typically used within the sign industry.

Double-faced sign means a single sign with items of information relating to the same business on both sides of the sign and mounted as a single structure.

Drive-through menu sign means a sign placed so as to be viewed from a drive-through lane and which contains only a listing of the products, with prices, offered for sale by the business on which the sign is located and which may provide a mechanism for ordering the products while viewing the sign.

Eave mean the lowest horizontal line of a sloping roof.

Election sign means a temporary sign erected or displayed for the purpose of expressing support for or opposition to a candidate or stating a position regarding an issue upon which the voters of the city shall vote.

Erect means to build, construct, attach, hang, place, suspend or affix and includes the painting of wall signs.

Facade means the entire building front.

Flag means any fabric, or bunting containing distinct colors, patterns or symbols, used as an ornamental flag or as a symbol of government, political subdivision, corporation or business or other entity. (See also Ornamental flag.)

Flagpole means a pole on which to raise a flag.

Flashing sign means a sign which permits light to be turned on or off intermittently more frequently than once per minute.

Foot-candle means a unit of measure of luminosity of a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Footlambert means the centimeter gram second unit of brightness equal to the brightness of a perfectly diffused surface that radiates or reflects one lumen per square centimeter.

Free expression sign means a sign, not in excess of three square feet in size (area) and the top of the sign is not more than six feet off the ground, communicating information or views on matters of public policy concern or containing any other noncommercial message, that is otherwise lawful.

Freestanding sign, monument or pole means a sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure.

Frontage means the length of the property line of a parcel of land which runs parallel with and along a road right-of-way or street, exclusive of alleyways.

Frontage, Building means the length of the single face of a building or that portion of a building occupied by a single office, business or enterprise, commonly referred to as "store-front," which is abutting a street, parking area, or other means of customer access such as an arcade, a mall or a walkway.

Garage or yard sale or garage-yard sign means any onsite temporary sign pertaining to the sale of personal property in, at or upon any residentially-zoned property located in the city. Garage or yard sales shall include but not be limited to all such sales, and shall include the advertising of the holding of any such sale, or the offering to make any sale, whether made under any name such as garage sale, lawn sale, yard sale, front yard sale, back yard sale, home sale, attic sale, rummage sale, patio sale, flea market sale, or any similar designation.

Ground level means the finished grade of a parcel of land exclusive of any filling, berming or mounding. Ground level on marina docks or floating structures shall be the finished grade of the landward portion of the adjoining parcel.

Grand opening sign means an on-premise temporary sign announcing the opening of a newly licensed business, that does not exceed 16 square feet in sign area and that is not displayed for longer than 30 days after the issuance date of the occupational license for the new business.

Height means vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

Holiday and seasonal decorations mean decorations that pertain to legal or other recognized holidays or to a season of the year.

Illuminated sign means any sign or portion thereof which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Integral roof sign means any sign erected or constructed as an integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches. No integral portion of the roof shall extend more than five feet above the structural roof.

Lot. See definition of Parcel.

Maintenance means the replacing, repairing or repainting of a portion of sign structure, periodically changing changeable copy or renewing copy which has been made unusable by ordinary wear.

Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign means any sign attached to a marquee.

Menu display sign means a fully enclosed or otherwise protected from the elements sign structure, including but not limited to a box, shadow box or cabinet, attached to a wall or freestanding, which is used solely for the purpose of displaying restaurant menus. A menu display may be used for a restaurant without drive-through service and for transient lodging facilities which have restaurant facilities open to the general public in addition to the registered guests. Menu display sign structures shall be limited to one per establishment, having a

Deleted: *Freestanding monument sign* means a freestanding sign whose ratio of width of sign to width of support is less than 3 to 1. ¶
Freestanding pole sign means a freestanding sign whose ratio of width of sign to width of support is equal to or greater than 3 to 1. ¶

maximum surface area of not more than 12 square feet, and the zoning districts in which they are permitted.

Multi-tenant development means a development where more than one business may be located, including businesses located above the first floor or otherwise without frontage on a public right-of-way.

Nameplate sign or occupant identification sign means a sign indicating the name and/or profession or address of a person or persons residing on the premises or legally occupying the premises.

Non-commercial message means any message, which is not a commercial message.

Noncommercial on-site directional sign means an on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message, e.g., "entrance," "exit," "caution," "no parking," "one way only," "no trespassing," and the like.

Non-conforming sign means a sign which does not conform with the regulations provided in this division.

Off-premise sign or off-site sign means any sign relating in its subject matter to commodities, accommodations, services or activities on a premises other than the premises on which the sign is located. See also Billboard.

On-premise sign or on-site sign means any sign relating in its subject matter to the commodities, accommodations, service or activities on the premises on which it is located.

Ornamental flag means any fabric or similar material containing patterns, drawings or symbols used for decorative purposes and designed to be flown as a flag.

Parcel means land which has been or which is proposed to be used, developed, or built upon as a unit under single ownership.

Parapet means a false front or wall extension above the roof of a building.

Pennant means any series of small flag-like or streamer-like pieces of cloth, plastic, paper or similar material attached in a row to any staff, cord, building, or at only one or two edges, the remainder hanging loosely.

Permanent sign means any sign which, when installed, is intended for permanent use. For the purposes of this division any sign with an intended use in excess of 12 months from the date of installation shall be deemed a permanent sign.

Portable sign means any sign or poster that is not permanently attached to the ground or structure. For purposes of this division, a cold air inflatable sign shall be considered to be a portable sign.

Premises means any property owned, leased or controlled by the person actively engaged in business at that location.

Projecting sign means any sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Real estate sign means a sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily.

Revolving sign or rotating sign means any sign that revolves or rotates.

Roof sign means any sign erected and constructed wholly on or over the roof of a building, which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building.

Roofline means the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher.

Safety sign. See Warning sign.

Sandwich board sign means a portable double-faced, freestanding sign not exceeding 12 square feet in area that is designed such that it can be displayed during business hours and easily removed at the close of business.

Shopping center means a group of ~~five or~~ more independent commercial establishments owned and operated as a planned unit, with off-street parking provided on the property. A shopping center may include a building or structure owned in fee simple, condominium, cooperative, leasehold or other ownership.

Deleted: three

Sight visibility triangle means a triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 20 feet in length from the intersection along the abutting curb lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the curb line and along the driveway line to form a triangle. (See illustration in section 6.21.)

Sign means any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of, or identify the purpose of any person or entity or to communicate information of any kind to the public. The term "sign" includes sign structure.

Sign area means the total square foot area of sign surface, including all parts thereof devoted to the background, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto (see illustrative examples in section 26.3). The area of a sign painted directly on a wall or awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign. For a freestanding sign, the sign area shall include the area of ground support.

Sign face means the part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation which attracts or intends to attract the attention of the public for any purpose.

Sign structure means any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports, or other components attached to or placed around the sign structure.

Snipe sign means any sign tacked, nailed, posted, pasted, glued or otherwise attached to telephone poles, utility poles, or fences, with the message appearing thereon not applicable to the present use of the premises upon which the sign is located.

Statutory sign means a sign required by any statute of the State of Florida or the United States.

Street address sign means any sign denoting the street address of the premises on which it is attached or located.

Subdivision monument identification sign means a monument sign which contains only the name of a platted subdivision or other residential development.

Temporary sign means a sign intended for a use not permanent in nature. For the purposes of this division, a sign with an intended use of one year or less shall be deemed a temporary sign.

Time and temperature sign means a sign which displays the current time and temperature at intervals no more frequently than once per minute and which contains no other messages. Time and temperature signs are regulated within the zoning districts in which they are allowed.

Traffic control device sign means any sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).

Vehicle sign means any sign or signs where the total sign area covers more than ten square feet of the vehicle.

Visibility triangle. See Sight visibility triangle.

Wall sign means a sign which is painted on, fastened to, or erected against the wall of a building with its face in a parallel plane with the plane of the building facade or wall, which is used for advertising.

Warning sign or safety sign means a sign which provides warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that provides warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.).

Waterside identification sign means a sign identifying a residential complex, single business property or shopping center and which can be only be viewed from the waters of the Gulf of Mexico, Boca Ciega Bay, the intracoastal waterway or any other navigable waterway.

Window sign means any sign painted on or mounted in any fashion on the interior or exterior of the surface of a window.

Wind sign means a sign, which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include, pennants, ribbons, spinners, streamers or captive balloons to express a commercial message; however, the term wind sign shall not include flags.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Cross references: Definitions, § 2.1.

Sec. 26.3. Illustrations of type of signs and methods of measurement.

The following diagrams illustrate the types of signs and methods of measurement:

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(Ord. No. 03-10, § 1, 6-3-03)

Sec. 26.4. Prohibited signs.

The following signs and sign-types are prohibited within the city limits and shall not be erected. Any lawfully existing permanent sign or sign-type which is among the prohibited signs and sign-types listed below shall be deemed a nonconforming sign subject to the provisions of section 26.5.

- (a) Billboards; off-site signs.
- (b) Revolving signs; rotating signs.
- (c) Flashing or animated signs.
- (d) Banners, except those used to advertise special events, approved with a special event permit. The banner may not be placed on the property in which the event is to take place more than 21 days prior to the special event.
- (e) Wind signs.
- (f) Portable signs, other than sandwich board signs as allowed within certain zoning districts pursuant to this division.
- (g) Roof signs, other than integral roof signs in non-residential zoning districts.
- (h) Abandoned and discontinued signs.
- (i) Snipe signs.
- (j) Bus bench advertising signs; bus shelter advertising signs.
- (k) Signs that emit sound, vapor, smoke, odor, particles or gaseous matter.
- (l) Signs that have unshielded illuminating devices.
- (m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
- (n) Any attached sign that exceeds 100 square feet in area.
- (o) Any freestanding sign that is higher than 35 feet.
- (p) Any freestanding sign that exceeds 135 square feet in sign area.
- (q) Any sign within a sight visibility triangle that obstructs a clear view of pedestrian or vehicular traffic.
- (r) Any sign in the public right-of-way, other than traffic control device signs, bus stop informational signs, warning signs or safety signs.
- (s) Any sign attached to a seawall or pier, other than a warning sign or safety sign.
- (t) Any sign other than a traffic control device sign that uses the word "stop" or "danger," or presents or implies the need or requirement of stopping or the existence of danger, or which is a copy or limitation of official traffic control device signs, and which is adjacent to the right-of-way of any road, street, or highway.
- (u) Any sign nailed, fastened or affixed to any tree.
- (v) Any sign prohibited by state or federal law.
- (w) Vehicle sign or signs which have a total sign area on any vehicle in excess of ten square feet, when the vehicle is not "regularly used in the conduct of the business" advertised on the vehicle, and (a) is visible from a street right-of-way within 100 feet of the vehicle, and (b) is parked for more than two consecutive hours within 100 feet of any street right-of-way. A vehicle shall not be considered "regularly used in the conduct of the business" if the vehicle is used primarily (i) for advertising, or (ii) for the purpose of advertising, or (iii) for the purpose of providing transportation for owners or employees of the business advertised on the vehicle.
- (y) Any sign located on real property without the permission of the property owner.
- (z) Beacons, except as required by federal or state law.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Sec. 26.5. Nonconforming signs.

A nonconforming sign that was lawfully erected may continue to be maintained: (a) until the nonconforming sign is substantially damaged or destroyed, or (b) until the real property on which the sign is located is redeveloped, whichever of the foregoing occurs first. At such time the sign is substantially damaged or destroyed or at such time the real property is redeveloped, the nonconforming sign must either (a) be removed or (b) be brought into conformity with this division and with any other applicable law or regulation. For the purpose of this section, the term "redevelopment" shall mean a substantial improvement of the principal structure on the real property.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.6. Exemptions.

This division does not pertain to the following:

- (a) A sign, other than a window sign, located entirely inside the premises of a building or enclosed space.
- (b) A sign on a vehicle, other than a prohibited vehicle sign or signs.
- (c) A statutory sign.
- (d) Historic markers for locally designated historic resources.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.7. Building permits.

It shall be unlawful for any person or business or the person in charge of the business to erect, construct, alter or maintain an outdoor advertising display sign, as defined in the Florida Building Code, without first obtaining a building permit from the city in accordance with the provisions of the Florida Building Code and applicable law. Permit fees shall be paid in accordance with the applicable city fee schedules. The requirement of a building permit under the Florida Building Code is separate and independent of the requirement for a sign permit under this division.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.8. Shielding of illumination.

Illuminated signs, in addition to conforming to all other requirements of this division, shall be shielded in such a manner so that no direct source of light is cast into residential properties or into a public street or right-of-way. Illuminated signs shall not interfere with pedestrian or motorist vision. The illumination shall not be reflective or phosphorescent and shall perform in a steady non-fluctuating or non-undulating manner and shall be placed in a manner that will not create a nuisance to other premises or interfere with vehicular movements.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.9. Substitution of noncommercial speech for commercial speech.

Notwithstanding anything contained in this division or Code to the contrary, any sign erected pursuant to the provisions of this division or Code may, at the option of the owner, contain a non-commercial message unrelated to the business located on the premises where the sign is

erected. The non-commercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this division and Code have been satisfied.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.10. Content neutrality as to sign message (viewpoint).

Notwithstanding anything in this division or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.11. Sign permit required.

(a) Allowed temporary and allowed permanent signs of the type described in section 26.25 shall be exempt from sign permitting hereunder.

(b) No sign permit shall be issued for the erection of a prohibited sign.

(c) Unless exempt from permitting, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from and appropriate fee paid to the city.

(d) A sign lawfully erected under permit may be repainted or have ordinary and customary repairs performed, including replacement of plastic or glass panels, without a new sign permit; however, if such sign is to be structurally altered in any manner, a new sign permit shall be required and the altered sign must meet all requirements of this division and this Code.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Sec. 26.12. Application.

(a) A sign permit application for a permanent sign shall be made upon a form provided by the city. The sign permit application is in addition to any building permit application required by the Florida Building Code. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by Division 5 of the Land Development Code. The applicant shall furnish the following information on or with the sign permit application form:

(1) The legal description of the real property where the sign is proposed to be located.

(2) The zoning district for the real property on which the sign will be located.

(3) The name, mailing address and telephone number (where available) of the owner(s) of the real property where the sign is proposed to be located.

(4) A notarized statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.

(5) The name, mailing address and telephone number of the sign contractor.

(6) Type of proposed sign (e.g. attached wall sign, freestanding monument sign).

(7) The square footage of the surface area of the proposed sign.

(8) The setbacks for the proposed sign.

(9) The cost of the proposed sign.

(10) If the proposed sign is a freestanding sign:

a. The lot frontage on all adjacent street rights-of-way.

- b. The dimensions of the supporting structure.
- c. The height of the proposed sign.
- (11) If the proposed sign is an attached sign, the building frontage for the building to which the attached sign shall be affixed.
- (12) The number, type, location, and surface area for all existing signs on the same lot and/or building on which the sign will be located.
- (13) If the proposed sign is to be an illuminated sign, the type, placement, intensity and hours of operation.
- (b) An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law.
(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.13. Fees.

- (a) *Initial application fees.* Every person making an initial application for a sign permit shall pay fees to the city at the time of approval of the application. The fees shall be established by resolution of the city commission and shall be as stated in appendix A to this Code.
(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Sec. 26.14. Duration of Sign Permit and Maintenance of Signs.

- (a) *Duration of permit.* Each sign permit shall be valid for a period of one city fiscal year (October 1 through September 30). If the work authorized under a sign permit has not been completed within six months after the date of issuance, the permit shall become null and void and a new application for a sign permit shall be required. However, for just cause, one renewal period of 90 days may be granted.
- (b) *Maintenance of signs.*
 - (1) All visible portions of a sign and its supporting structure shall be maintained in a safe condition, and neat appearance according to the following:
 - a. If the sign is lighted, all lights shall be maintained in working order and functioning in a safe manner.
 - b. If the sign is painted, the painted surface shall be kept in good condition.
 - c. Every sign shall be kept in such manner as to constitute a complete or whole sign.
 - (2) Lawfully erected nonconforming signs may suffer only ordinary and customary repairs and maintenance. As provided in section 26.11, a lawfully-erected non-conforming sign shall not be structurally altered except in full conformance with this division.
(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Deleted: Conditions

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Sec. 26.15. Appeals.

- (a) Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this division or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party shall file a written appeal in accordance with Section 3.14 of the Land Development Code.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Sec. 26.16. Enforcing official.

The city manager shall be the enforcing official of this division. The enforcing official is charged with the duty of administering this division and securing compliance therewith. Further, the enforcing official shall make such inspection as may be necessary to ensure compliance with this division and shall initiate appropriate action, if any, to enforce the provisions of this division.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: Ord. No. 10-02, § 1(Att. A), adopted February 23, 2010, repealed the former section 26.16 in its entirety, which pertained to appellate decisions deemed final, subject to common law certiorari review to circuit court, and derived from Ord. No. 03-10, § 1, adopted June 3, 2003. Subsequently, the former sections 26.17--26.33 have been redesignated as sections 26.16--26.32. The historical notation has been preserved for reference purposes.

Sec. 26.17. Failure to comply.

If the city manager finds that any sign has been erected, altered or maintained in violation of this division, the city shall notify the owner of record of the property upon which such sign is located by either certified mail or by hand delivery that such violation exists. The owner shall cause the violation to be remedied or shall file an appeal of the violation within three working days after receipt of the notice. Where it is determined that such illegal sign poses an imminent threat to the health, safety or welfare of the public, the city may cause the immediate removal of the sign by its own action. Cost of such removal shall be paid by the property owner. In addition to removal, the city shall be entitled to proceed with alternative legal or equitable remedies, including injunctive relief.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.18. Violations and penalties.

(a) The acts enumerated in this section shall be a violation of this division and shall be subject to the enforcement remedies and penalties provided by this division, by other city codes, and by state law. Such remedies may be pursued simultaneously.

(b) It shall be a violation to:

- (1) Install, create, erect or maintain any sign in a way that is inconsistent with any approved plan or permit governing such sign or the site on which the sign is located.
- (2) Install, create, erect or maintain any sign requiring a permit without having first obtained such permit.
- (3) Fail to remove any sign that is installed, created, erected or maintained in violation of this division or for which the sign permit has lapsed.
- (4) Install, erect, place, or maintain any sign contrary to the provisions of this division, including any sign or sign structure not allowed within the applicable zoning district.
- (5) Continue any such violation.

(c) Each sign installed, created, erected or maintained in violation of this division shall be considered a separate violation, and each day of a continued violation shall be considered a separate violation.

(d) Any violation of this division or any condition or requirement adopted pursuant to this division may be restrained, corrected, or abated, as the case may be, by injunction or other

appropriate proceedings pursuant to law. The remedies of the city shall include but not be limited to the following:

- (1) Issuing a stop work order for any and all work on any signs on the same site.
- (2) Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the violation.
- (3) For a sign which poses an immediate danger to the public health or safety, taking such measures as are available to the city under the applicable provisions of this division for such circumstances.
- (e) A person in violation of this division shall be subject to prosecution and, upon conviction, shall be punished as set forth in section 1-14 of Chapter 1, St. Pete Beach Code of Ordinances. (Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.19. Adoption of zoning regulations.

The boundaries of the various districts shown upon the official zoning map and the regulations of the comprehensive zoning ordinance contained in Land Development Code, governing the use of land and buildings and other matters set forth therein are made part of this division. Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.20. Freestanding signs.

~~(a) Freestanding signs shall not be permitted within any required side yard adjacent to property in an RU-1, RU-2, RLM-1 or RLM-2 district or within a required front yard established for protection of a right-of-way corridor.~~

~~(b) Freestanding signs shall not be located within any visibility triangle established for the intersections of public streets or the intersections of driveways providing ingress and egress from a property to a public street.~~

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Deleted: (a) Freestanding signs shall be set back at least two feet from any property line.¶
(b) Freestanding signs shall have a minimum sight clearance from three feet above grade to seven feet above grade when located within ten feet of a public right-of-way.¶

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Sec. 26.21. Setback measurement.

Required setbacks for signs in all zoning districts shall be measured from the property line to the nearest part of the sign.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.22. Double-faced signs.

Double-faced signs shall be permitted in all zoning districts, provided the signs are designed and constructed such that the two sign faces are back to back and directionally oriented 180 degrees from each other. The maximum sign area allowed shall be permitted for each sign face.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.23. Illumination.

The following conditions and restrictions shall apply to illuminated signs:

Except as hereinafter provided in this section, illuminated signs, or illumination in show windows, display windows, in or upon any building shall have the source of light concealed from view from the exterior of the building or structure, except that where channel letters or figures are used for any sign the illumination thereof may be visible if recessed within the depth of the channel.

Illuminated signs are subject to the following maximum illumination intensity levels:

Maximum Illumination Intensity Level

TABLE INSET:

Type of Illumination	Located Within 500 Feet and Visible from a Residential District	Not Visible From a Residential District or Located Beyond 500 Feet of a Residential District
Direct, internal or back lighted	90 footlamberts	150 footlamberts
Indirect or reflected sign	10 foot-candles	25 foot-candles

Illuminated signs located within 500 feet of a residential zone, and which are visible from such residential zone shall be turned off not later than 11:00 p.m. each night.

No intermittent or flashing illumination will be permitted.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.24. Time and temperature signs.

Time and temperature signs may be utilized as part of an otherwise allowed freestanding or attached sign in RFM and CG-1 zoning districts; otherwise they are prohibited.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.25. All districts.

The regulations in this division apply in every zoning district in the city, except where otherwise specified or indicated. Sign permits are not required for signs and sign-types described and identified in this section, below.

(a) *Street address signs.* For each parcel within the city, one street address sign may be displayed for each public street or waterfront. For parcels in residential use, the street address sign shall not exceed two square feet in sign area. For each parcel in non-residential use, the street address sign shall not exceed six square feet in sign area.

(b) *Nameplate signs or occupant identification signs.* For each residence, business or other occupancy within the city, one nameplate sign may be displayed. For residences the nameplate or occupant identification signs shall not exceed two square feet in sign area. For any non-residential use, the nameplate or occupant identification sign shall not exceed six square feet in sign area.

- (c) *Noncommercial onsite directional signs.* Noncommercial onsite directional signs, not exceeding four square feet in sign area, shall be allowed on each parcel within the city.
- (d) *Noncommercial onsite parking space signs.* Noncommercial onsite parking space number signs, not exceeding one square foot of sign face per sign, shall be allowed on each parcel in noncommercial use having multiple parking spaces onsite. One such sign shall be allowed for each parking space.
- (e) *Noncommercial onsite marina slip number signs.* Noncommercial onsite marina slip number signs, not exceeding one square foot of sign face per sign, shall be allowed for each marina having marina slips. One such sign shall be allowed for each marina slip.
- (f) *Free expression signs.* For each parcel within the city and for each residential unit within a multifamily residence, one free expression sign not exceeding three square feet in sign area may be displayed. The free expression sign may be displayed as an attached sign or as a freestanding sign; if displayed as a freestanding sign, the free standing sign shall not exceed three feet in height. A free expression sign is in addition to any other sign permitted under this Code and is permitted in any zoning district. Only one such sign shall be permitted on each such parcel or each residential unit. The sign must be located within six feet of a building located on the lot or parcel; or if there is no building on the lot or parcel, the sign must be located at least 15 feet from any street.
- (g) *Election signs.* For each parcel within the city, one election sign for each candidate and each issue may be displayed. An election sign may be displayed as an attached sign or as a freestanding sign. On parcels that are in residential use, the election sign shall not exceed three square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed three feet in height. On parcels that are in non-residential use, the election sign shall not exceed 12 square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed six feet in height. Freestanding election signs shall be set back at least three feet behind the sidewalk or, if there is no sidewalk, 10 feet from the edge of pavement. An election sign shall be removed within seven calendar days following the election to which it pertains.
- (h) *Artwork.* Artwork is allowed in all districts.
- (i) *Flagpoles.* One flagpole is allowed for each parcel in the city. Flagpoles in residential districts shall not exceed 20 feet in height, and flagpoles in nonresidential districts shall not exceed 30 feet in height.
- (j) *Flags.* For each detached dwelling unit in a residential district, one flag not greater than 15 square feet in sign area may be displayed. For each parcel in a multi-family residential district and in a non-residential district, three flags not greater than twenty-four square feet in sign area (each) may be displayed.
- (k) *Warning signs and safety signs.* Warning signs and safety signs, not exceeding four square feet in sign area, shall be allowed in all districts.
- (l) *Machinery and equipment signs.* Machinery and equipment signs shall be allowed in all districts.
- (m) *Construction signs.* One construction sign shall be allowed on each parcel within the city. Construction signs shall not exceed three square feet in sign area for residential properties, and 16 square feet in sign area for nonresidential properties.
- (n) *Real estate signs.* For each parcel within the city, one real estate sign may be displayed on each parcel of land or part thereof that is for sale, lease, or rent; however, when more than one dwelling unit or non-residential space on a parcel of land is for sale, lease, or rent, there may be

one real estate sign for each such unit or space. In addition, waterfront lots may display one additional real estate sign within the required waterfront yard. Real estate signs shall not exceed three square feet in sign area for residential properties, and sixteen square feet in sign area for nonresidential properties. The real estate sign shall be removed immediately upon the sale, lease or rent of the real estate that was offered for sale, lease, or rent.

(o) *Temporary garage-yard sale signs.* For each parcel with a lawful residential use, one temporary garage-yard sale sign may be displayed. A temporary garage-yard sale sign shall not exceed four square feet in sign area. A temporary garage-yard sale sign may not be displayed for a period longer than two days during any calendar month and shall be removed upon the conclusion of the sale.

(p) *Temporary grand opening signs.* For each new business or business name change, one temporary grand opening sign shall be permitted for 30 days after the issuance of an occupational license for the new business or the business name change. A temporary grand opening sign shall not exceed 12 square feet in sign area. A temporary grand opening sign may be a temporary covering, such as a toaster cover, sign boot, or sign sock, which covers an existing permitted attached or freestanding sign.

(q) *Temporary seasonal signage.* During the period November 15 until January 7 each year, each business holding a valid Business Tax Receipt shall be allowed to display one additional sign of the types allowed for the applicable zoning district, excluding freestanding pole or monument signs. Such sign shall not require a permit, but must conform to the dimensional requirements of the code.

(r) *Window signs.* For each parcel within the city, one or more window signs may be displayed. On parcels that are in residential use, the window sign(s) shall not exceed an aggregate of three square feet in sign area. On parcels that are in non-residential use, the window sign(s) shall not be restricted from the date of adoption of this ordinance until December 31, 2012; following which such signage shall not exceed an aggregate of more than fifty (50) percent of any window surface.

(s) *Temporary holiday and seasonal decorations.* Temporary holiday and seasonal decorations shall be allowed in all districts.

(t) *Temporary valet parking station signs.* One temporary valet parking station sign no more than four square feet in sign area shall be allowed on each parcel. The temporary valet parking station sign shall only be visible during hours that the valet is operating.

(u) *Bus stop information signs.* Bus stop informational signs up to three square feet in area shall be allowed in all districts.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Editor's note: See note at section 26.16.

Sec. 26.26. RU-1, RU-2, RLM-1 and RLM-2 Residential Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, the following permanent signs are also allowed within RU-1, RU-2, RLM-1 and RLM-2 Residential Districts. The permanent signs described below require a sign permit.

(a) *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.

Deleted: n

(b) *Freestanding monument signs.* For each parcel with a lawful non-residential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

(1) *Maximum height.* The monument sign shall not exceed six feet in height.

(2) *Maximum size.* The monument sign shall not exceed 18 square feet in sign area.

However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

(c) *Attached signs.* For each parcel with a lawful non-residential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:

(1) *Maximum size.* An attached sign shall not exceed six square feet in sign area.

(2) *Height restrictions.* An attached sign may not appear above the first floor of a building.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.27. RM and DCR Residential Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, the following permanent signs are also allowed within RM Residential District. The permanent signs described below require a sign permit.

(a) *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any RM or DCR Residential District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.

(b) *Freestanding monument signs.* For each parcel with a lawful non-residential use within the RM or DCR Residential District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

(1) *Maximum height.* The monument sign shall not exceed eight feet in height.

(2) *Maximum size.* The monument sign shall not exceed 24 square feet in sign area.

However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

(c) *Attached signs.* For each parcel with a lawful non-residential use within the RM districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:

(1) *Maximum size.* An attached sign shall not have a sign area that exceeds (a) eight square feet or (b) one square foot for each linear foot of building frontage, whichever is less.

(2) *Height restrictions.* An attached sign may not appear above the first floor of a building.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

Editor's note: See note at section 26.16.

Sec. 26.28. ROR Residential/Office/Retail District.

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

(a) *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any ROR Residential/Office/Retail District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.

(b) *Freestanding monument signs.* For each parcel with a lawful non-residential use within the ROR Residential/Office/Retail District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

(1) *Maximum height.* The monument sign shall not exceed ten feet in height.

(2) *Maximum size.* The monument sign shall not exceed 40 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

(c) *Attached signs.* For each parcel with a lawful non-residential use within the ROR Residential/Office/Retail District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:

(1) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.

(2) *Height restrictions.* An attached sign may not appear above the second floor of a building.

(d) One sandwich board sign or one designer sign, subject to the following:

(1) *Sandwich board--* Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

(2) *Designer sign--* Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.

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

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Editor's note: See note at section 26.16.

Sec. 26.29. RFM Resort Facilities Medium District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, the following permanent signs and temporary signs are also allowed within RFM Resort Facilities Medium District. The permanent signs described below require a sign permit.

(a) *Freestanding monument signs.* For each parcel with a lawful non-residential use within any RFM Resort Facilities Medium District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

(1) *Maximum height.* The monument sign shall not exceed 20 feet in height.

(2) *Maximum size.* The monument sign shall not exceed 135 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages or more than 400 feet along one street frontage, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

(b) *Attached signs.* For each parcel with a lawful non-residential use within the RFM Resort Facilities Medium District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:

- (1) *Maximum number.* Up to three attached signs shall be allowed with a combined sign area not exceeding the maximum permitted in paragraph (c)(2); however, in the event the parcel contains a multi-tenant development, each individual business use may have one attached sign.
- (2) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
- (3) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Drive-thru menu signs.* For each parcel with a lawful non-residential use that utilizes a drive-through lane within RFM Resort Facilities Medium District, one drive-through menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a freestanding sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(d) *Attached menu display signs.* For each parcel within RFM Resort Facilities Medium District with (a) a restaurant without drive-through service or (b) with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(e) *Theater signs.* For each parcel with a theater within RFM Resort Facilities Medium District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(f) *Waterside identification signs.* For each parcel within RFM Resort Facilities Medium District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(g) *Boat or beach concession signs.* Each licensed boat or beach concession rental business operating along the Gulf of Mexico and on the site of a business having Gulf frontage may be permitted signs as follows:

- (1) *Permission required.* The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
- (2) *Advertising permitted.* Signs at boat or beach concession rental business licensed sites shall only provide descriptions of the specific activities and services offered at the site where the sign is located. Such signs shall not be permitted to advertise or imply the availability of any activities or services that are not specifically available at the site.
- (3) *Lighted signs.* Lighted signs shall be prohibited.

Deleted: (b) *Freestanding pole signs.* In lieu of one freestanding monument sign, each parcel with a lawful non-residential use within the RFM Resort Facilities Medium District is allowed one freestanding pole sign. The freestanding pole sign shall be subject to the following limitations: ¶
(1) *Maximum height.* The pole sign shall not exceed 35 feet in height. ¶
(2) *Maximum size.* The pole sign shall not exceed one square foot in sign area for each linear foot of street frontage, subject to a maximum sign area of no more than 135 square feet. ¶
(3) *Setback.* The pole sign shall be set back at least ten feet from the property line. ¶

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(4) *Sandwich board signs.* Operators may display sandwich board sign on the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.

(i) *Maximum area:* 12 square feet per face.

(ii) *Number permitted:* One.

(iii) *Maximum height:* Five feet.

(iv) *Setbacks:* 40 feet from the water's edge.

(5) *Tiki hut or ticket office signs.* Operators may display signs on the tiki huts or ticket offices as follows:

(i) *Maximum area:* Eight square feet per face.

(ii) *Number permitted:* Three per tiki hut; not more than two on one side.

(iii) *Location:* Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.

(6) *Operators without a tiki hut or ticket office.* Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted to keep one sandwich board sign on the beach overnight, provided such sign is no larger than eight square feet in area per face and is located or protected so as to not be a hazard to people walking on the beach after dark.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Editor's note: See note at section 26.16.

Sec. 26.30. CG-1 Commercial District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the CG-1 District may have up to three of the following signs in [subsections] (a)--(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsections] (a)--(f)):

(a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.

(b) *Attached signs,* subject to the following:

(1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.

(2) *Height restrictions.* An attached sign may not appear above the second floor of a building.

(c) *Drive-thru menu signs.* For each parcel with a lawful non-residential use that utilizes a drive-through lane within the CG-1 Commercial District, one drive-through menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height.

Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(d) *Attached menu display signs.* For each parcel within the CG-1 Commercial District with a restaurant without drive-through service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(e) *Theater signs.* For each parcel with a theater within the CG-1 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(f) *Waterside identification signs.* For each parcel within the CG-1 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Editor's note: See note at section 26.16.

Sec. 26.31. CG-2 Commercial District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the CG-2 District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsections] (a)–(f)):

(a) *Freestanding monument.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.

(1) *Maximum height.* The monument sign shall not exceed 8 feet in height.

(2) *Maximum size.* The monument sign shall not exceed 50 square feet in sign area.

(3) *Setback.* The sign shall be set back at least ten feet from the property line.

(b) *Attached signs.* Attached signs shall be subject to the following limitations:

(1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.

(2) *Height restrictions.* An attached sign may not appear above the second floor of a building.

(c) *Attached menu display signs.* An attached menu display sign shall not exceed 12 square feet in sign area.

(d) *Theater signs.* For each parcel with a theater within the CG-2 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(e) *Waterside identification signs.* For each parcel within the CG-2 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(f) One sandwich board sign or one designer sign, subject to the following. (1) *Sandwich board--* Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

(2) *Designer sign--* Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep. (Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Editor's note: See note at section 26.16.

Sec. 26.32. INS Institutional District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each institution may choose up to three signs from [subsections] (a)--(c) below, subject to the limitations for each sign.

(a) *Freestanding monument signs.* For each parcel with a lawful non-residential use within any INS Institutional District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

(1) *Maximum height.* The monument sign shall not exceed 8 feet in height.

(2) *Maximum size.* The monument sign shall not exceed 50 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

(b) *Attached signs.* For each parcel with a lawful non-residential use within the INS Institutional District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:

(1) *Maximum number.* Only one attached sign shall be allowed.

(2) *Maximum size.* An attached sign shall not exceed a sign face area equal to (a) 24 square feet or (b) one square foot for each linear foot of building frontage, whichever is less.

(3) *Height restrictions.* An attached sign may not appear above the first floor of a building.

(c) One sandwich board sign or one designer sign, subject to the following.

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(1) *Sandwich board*-- Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

(2) *Designer sign*-- Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep. (Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Editor's note: See note at section 26.16.

Sec. 26.33. TC-1 and TC-2 District

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the TC-1 or TC-2 District may have up to three of the following signs in [subsections] (a)--(g) below, subject to permit approval and compliance with the conditions for each type of sign:

(a) One sandwich board sign or one designer sign, subject to the following. (1) *Sandwich board*-- Shall be located in front of the storefront for which it advertises and will not be placed in the right of way, not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

(2) *Designer sign*-- Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than (5) feet tall by three (3) feet wide by three (3) feet deep.

(b) A marquee or canopy sign;

(c) A menu display sign;

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

(e) A wall sign, provided the sign is not internally illuminated, unless such sign is on a parcel which abuts Gulf Boulevard south of 76th Avenue, in which case internal illumination shall be allowed. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 50 square feet.

(f) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 8 feet in height, does not block any pedestrian walkway, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback.

(g) *Waterside identification signs.* For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

(Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Sec. 26.34. LR and BHC Districts.

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In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the LR or BHC District that has an exclusive entrance to the interior of the building from the exterior of the building may have up to three of the following signs in [subsections] (a)--(e) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four from [subsections] (a)--(e) below):

- (a) A marquee or canopy sign;
 - (b) A menu display sign;
 - (c) A wall sign. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 70 square feet.
 - (d) Up to two Freestanding monument signs, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the four permitted.
 - (e) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*-- Shall be located in front of the storefront for which it advertises and will not be located in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) *Designer sign*-- Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.
- (Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2010-32, § 1, 1-11-11)

Deleted: Large Resort

Sec 26.35 CC-1 CC-2 Districts: In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business may have up to three of the following signs in [subsections] (a)--(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsections] (a)--(f)):

- (a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.
- (b) *A marquee or canopy sign;*
- (c) *A menu display sign not to exceed 12 square feet;*
- (d) *A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;*
- (e) *Wall signs,* subject to the following:

(1) *Maximum size.* A wall sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.

(2) Internally illuminated signs are discouraged but not prohibited. Externally illuminated signs are preferable with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

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

(a) A marquee or canopy sign;

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

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

(d) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 5 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

26.37 AC District:

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the AC District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsections] (a)–(f)):

(a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.

(b) *Attached signs,* subject to the following:

(1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.

(2) *Height restrictions.* An attached sign may not appear above the second floor of a building.

(c) *Drive-thru menu signs.* For each parcel with a lawful non-residential use that utilizes a drive-through lane within the AC District, one drive-through menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an

attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(d) Attached menu display signs. For each parcel within the AC Commercial District with a restaurant without drive-through service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(e) Theater signs. For each parcel with a theater within the AC District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(f) Waterside identification signs. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

In addition to the number and types of signs listed in a-f above, Multitenant shopping centers in the AC district may have one additional monument sign listing each individual tenant all within the same sign face. The sign shall be no taller than 10 feet and no larger than 100 square feet per sign face. The sign shall not be located within any setback or within any pedestrian or utility easement.

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

(a) A marquee or canopy sign;

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

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

(d) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 5 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

(e) Waterside identification signs. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside

identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

Sec. 26.39. Traditional Hotel District.

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

- (a) A marquee or canopy sign;
- (b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;
- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 40 square feet;
- (d) A Freestanding monument sign, provided that the sign face does not exceed 20 square feet in area, is not taller than 4 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The sign may be located within the front yard setback.

(Ord. No. 11-03, § 1, 5-24-11)

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Sec. 26.40. Severability.

- (a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division.
- (b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in section 26.34(a), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.
- (c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in section 26.35(a), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the

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declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under section 26.4 of this division. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4.

(d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.

(Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10; Ord. No. 2011-03, § 1, 5-24-11)

Editor's note: Ord. No. 2011-03, § 1, adopted May 24, 2011, redesignated the former section 26.35 as section 26.36. The historical notation has been preserved for reference purposes.

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

ISSUE CONSIDERED: First Reading: Ordinance 2012-01 providing a supplemental appropriation for fiscal year 2012 to the General, Wastewater, Stormwater and Capital Project Funds and providing for funding.

DATE: January 10, 2012

PREPARED BY: Elaine Edmunds, Finance Director

SUMMARY OF ISSUE: Ordinance 2012-01 provides a supplemental appropriation to the General, Wastewater, Stormwater and Capital Improvement Funds. At the end of fiscal year 2011, monies were encumbered in these funds. An encumbrance results when a commitment is made to purchase a good or service through the issuance of a purchase order. When the item is received it is moved from an encumbered status to an accounts payable status. The items in the attached listing were encumbered in fiscal year 2011 and were not received until fiscal year 2012. A reserve for encumbrances is established at fiscal year end to pay for those items ordered but not yet received. Therefore a budget adjustment is necessary to pay for the goods and services.

Ordinance 2012-01 also includes the addition of \$25,000 to the Fire Department – Fire Suppression Division budget. A new vehicle for the fire inspector was budgeted in FY 2011. The vehicle was not purchased in FY 2011 because the public safety package was not available on the 2011 Ford Explorers due to a change in the model of the vehicle. This helped contribute to the fire suppression budget being under expended by a total amount of \$39,000. These monies fell to fund balance in FY 2011. It is necessary to draw \$25,000 of this amount from fund balance to pay for the vehicle in FY 2012.

The City Commission voted to initiate the second tier of the stormwater assessment in FY 2012. The budget adjustment recognizes the additional revenue of \$350,000 estimated to be generated from this assessment along with the corresponding expenditures.

REQUESTED MOTION: “I move to approve Ordinance 2012-01, (read title)...

ATTACHMENTS: Ordinance 2012-01
Encumbrance listing

**REVIEWED BY
CITY MANAGER:** MB

ORDINANCE 2012-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING A SUPPLEMENTAL APPROPRIATION TO THE GENERAL, WASTEWATER, STORMWATER AND CAPITAL PROJECT FUNDS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2011-24, Budget Ordinance; and

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

WHEREAS, the City Commission wishes to bring forward monies encumbered in fiscal year 2011; and

WHEREAS, the City Commission wishes bring forward monies budgeted in fiscal year 0211 for the purchase of a replacement vehicle for the Fire Marshall; and

WHEREAS, the City Commission initiated the second tier of the stormwater assessment in fiscal year 2012.

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

Section One. For the General Fund, the amount of \$23,238, for the Wastewater Fund, the amount of \$10,030, for the Stormwater Fund, the amount of \$2,200, for the Capital Projects Fund, the amount of \$62,088. These increases are to be funded by a reserve for encumbrances established in the fund balances for each fund at fiscal year ending September 30, 2011.

Section Two. For the General Fund, an increase in expenditures for the Fire Department – Fire Suppression Division, in the amount of \$25,000 to be funded from prior year reserves.

Section Three. For the Stormwater Fund, an increase in revenue of \$350,000 resulting from the implementation of the second tier of the stormwater assessment along with a corresponding increase in expenditures of the same amount.

Section Four. This ordinance shall become effective upon final passage.

Steve McFarlin, MAYOR

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

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2012.

Rebecca Haynes, City Clerk

City of St. Pete Beach
Encumbrance Listing
Fiscal Year Ending September 30, 2011

Purchase			
Order #	Payee	Department	Amount
General Fund:			
11-00786	Professional Communications	Information Technology	\$ 6,002.00
11-00787	Best Buy	Information Technology	\$ 2,799.99
11-00772	Bibliotheca	Library	\$ 9,397.05
11-00604	Cale Parking	Parking Enforcement	\$ 5,038.66
Total - General Fund			\$ 23,237.70
Wastewater Fund:			
11-00781	Public Resource Management		\$ 4,700.10
11-00719	George F. Young		\$ 5,330.00
Total - Wastewater Fund			\$ 10,030.10
Stormwater Fund:			
11-00737	Ennead LLC		\$ 2,200.00
Capital Projects Fund:			
10-00556	Woods Consulting		\$ 518.50
11-00627	George F. Young		\$ 5,769.00
11-00680	Smith Fence Company		\$ 2,471.30
11-00732	GGI LLC		\$ 3,060.38
11-00733	GGI LLC		\$ 4,615.36
11-00734	GGI LLC		\$ 1,775.38
11-00735	George F. Young		\$ 1,193.75
11-00760	George F. Young		\$ 3,510.00
11-00764	L. S. Curb Service		\$ 20,154.20
11-00767	Eveland Brothers		\$ 8,379.67
11-00783	GGI LLC		\$ 7,640.00
11-00784	George F. Young		\$ 3,000.00
Total - Capital Projects Fund			\$ 62,087.54

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

Issue Considered: First Reading for Ordinance 2012-02, providing for amendment of Division 22, Article IX of the City of St. Pete Beach Code of Ordinances to amend the Special Magistrate rules and procedures to be consistent with Chapter 162 *Florida Statutes*.

Date: January 10, 2012

Prepared By: Catherine M. Hartley, AICP, Senior Planner

Summary of Issue: The proposed text amendments to the Code of Ordinances update the rules and procedures Special Magistrate/Code Enforcement cases.

Requested Motion: “I move to approve Ordinance 2012-02 (read title)”

Attachments: Copy of Ordinance 2012-02

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH

ORDINANCE NO. 2012- 02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO CODE OF ORDINANCES AS THEY RELATE TO THE SPECIAL MAGISTRATE; AMENDING CHAPTER 22, ARTICLE IX OF THE CODE PROVIDING FOR SPECIAL MAGISTRATE SUPPLEMENTAL CODE ENFORCEMENT RULES AND PROCEDURES; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Division 22 of the City of St. Pete Beach Code of Ordinances establishes the Special Magistrate as the entity who adjudicates alleged violations of the Code of Ordinances and Land Development Code; and

WHEREAS, the amendments to this Article establish qualifications, powers and duties, rules of procedure, fines and liens, and notice requirements for the Special Magistrate; and

WHEREAS, City Commission of the City of St. Pete Beach conducted public hearings on January 10, 2012 and _____, 2012, noticed pursuant to Florida law and conducted pursuant to Ordinance 88-36 of the City of St. Pete Beach; and

WHEREAS, the City Commission finds these text amendments to the Code of Ordinances promote, protect and improve the health, safety and welfare of the citizens of the city; and

WHEREAS, the City Commission finds these text amendments to the Code of Ordinances to be in the best interest of the citizens of the City of St. Pete Beach.

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

Section 1. The Code of Ordinances is hereby amended as illustrated in “Exhibit A”.

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

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

Section 4. This Ordinance shall become immediately upon adoption.

STEVE MCFARLIN, MAYOR

FIRST READING: 1/10/2012

SECOND READING/ADOPTION HEARING:

PUBLISHED:

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ____ day of _____ 2012.

Rebecca Haynes, City Clerk

"Exhibit A"

PART II - CODE OF ORDINANCES
Chapter 22 - BOARDS, COMMITTEES, COMMISSIONS, SPECIAL MAGISTRATE
ARTICLE IX. - SPECIAL MAGISTRATE SUPPLEMENTAL CODE ENFORCEMENT

ARTICLE IX. - SPECIAL MAGISTRATE SUPPLEMENTAL CODE ENFORCEMENT

Sec. 22-270. Intent of article.
Sec. 22-271. - Definitions.
Sec. 22-272. - Jurisdiction of Special Magistrates.
Sec. 22-273. - Board Clerk.
Sec. 22-274. - Civil offenses and penalties.
Sec. 22-275. - Code enforcement special magistrates.
Sec. 22-276. - Special magistrate administrative division procedures.
Sec. 22-277 Conduct of hearing by special magistrate
Sec. 22-278. - Special magistrate powers and duties.
Sec. 22-279. - Administrative fines; costs; liens.
Sec 22-280 Other legal remedies.
Sec 22-281 Appeals.
Sec 22-282 Notices.
Sec 22-283 Procedure to request that a fine or lien imposed pursuant to section.
Sec 22-284 Other procedures or implementing provisions

Sec. 22-270. – Intent of Article

It is the intent of this article to promote, protect and improve the health, safety and welfare of the citizens of the city by authorizing the appointment of one or more special magistrates with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive method of enforcing any codes and ordinances in force in St Pete Beach, where a pending or repeated violation continues to exist.

Sec. 22-271. - Definitions.

As used in this article the following terms shall be defined as follows. Where necessary or reasonably implied the singular shall include the plural.

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Board shall mean the Board of Boarders of St Pete Beach.

Code inspector shall mean those employees or other agents of the city duly authorized and appointed by the city manager whose duty it is to assure compliance with city codes.

Codes shall mean St. Pete Beach Code of Ordinances or Land Development Code and all codes and statutes adopted by reference within the Code of Ordinances, as now existing or as may be amended by ordinance from time to time.

Continuing violations are those violations which remain uncorrected beyond the prescribed time period for correction contained in the civil violation notice. For each day of continued violation after the time period for correction has run, an additional penalty in the same amount as for the original violation shall be added.

Enforcing department shall mean any administrative department or division of St. Pete Beach charged by St Pete Beach ordinance or administrative assignment to enforce any particular code or ordinance in force in St Pete Beach.

Person shall mean any real person, trust, corporation, estate, or other legal entity recognized by the laws of the State of Florida.

Repeat violation shall mean a violation of a provision of a code or ordinance by a person who has been previously found, through a code enforcement special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations. For the purposes of this definition, a plea of "No Contest" or "Nolo Contendere" shall be deemed an admission of a violation.

Special magistrate administrative division shall mean the department or division designated by the city manager to handle the secretarial, filing, record retention, scheduling, noticing and other coordinating and support functions related to this article.

Violator shall mean the person responsible for the code violation, which, in the appropriate circumstances, shall either be the perpetrator of the violation or the owner of the real property upon which the violation occurred.

(Ord. No. 99-39, § 1, 7-20-99; Ord. No. 00-33, § 1, 8-1-00)

Sec. 22-272. - Jurisdiction of special magistrates.

There is hereby created and established the office of special magistrate for the purpose of providing a supplemental code enforcement process for the city. The special magistrate is hereby vested with all the powers now granted under chapter 162 F.S., and as amended from time to time.

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Page 10 of 12

(Ord. No. 99-39, § 1, 7-20-99)

Sec. 22-273. - Board clerk.

The city manager shall appoint a city employee to be the code enforcement clerk, who shall perform the functions assigned to the clerk as set forth in this article.

(Ord. No. 99-39, § 1, 7-20-99)

Sec. 22-274. - Civil offenses and penalties.

(a) The violation of any provision of any ordinances or codes shall constitute a civil offense punishable by civil penalty as follows:

- (1) Not in excess of \$250.00 per day for a first violation;
- (2) Not in excess of \$500.00 per day for a repeat violation;
- (3) An assessment of the cost of repairs incurred by the city where the violation was in the nature of a violation described in F.S. 162.06(4); and
- (4) In the instance where the special magistrate finds that the violation is irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed \$5,000.00 per violation.

(b) Civil penalties assessed pursuant to this article are due and payable to the city upon the order of the special magistrate.

(Ord. No. 99-39, § 1, 7-20-99)

Sec. 22-275. Code enforcement special magistrates.

(a) Creation and appointment. Code enforcement hearings pursuant to this article shall be conducted by designated special magistrates. Application for special magistrate positions shall be directed to the city manager pursuant to a notice published in a newspaper of general circulation. The city manager shall select a pool of candidates from the applications on the basis of experience and qualifications. The Board shall appoint special magistrates to conduct hearings from the pool of candidates selected by the city manager.

(b) Qualifications. Special magistrates shall have the following minimum qualifications:

- (1) Graduation from a law school accredited by the America Bar Association;
- (2) Demonstrated knowledge of administrative laws, land use law, and local government regulation and procedures;
- (3) Current membership, in good standing, of the Florida Bar Association; and
- (4) Any other such qualification that may be established by resolution of the Board;

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Page 10 of 12

In the event the city manager does not receive a sufficient number of applications from qualified members of the Florida Bar, the Board may select attorneys who are not members of the Florida Bar as candidates for special magistrate. Among those applicants, the Board and city manager shall give preference to those attorneys who have prior experience in a judiciary capacity or as a hearing officer, mediator, or special magistrate. No attorney who has been disciplined by the Florida Bar Association or a bar association of any other jurisdiction shall be appointed as a special magistrate.

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(c) Term. Special magistrates shall serve a term of one year from the date of appointment by the Board. Special magistrates may be reappointed at the discretion of the Board. There shall be no limit on the number of terms a person may serve as a special magistrate.

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(d) Removal. At any time during a term, the Board shall have the authority to remove a special magistrate, with or without cause.

(e) Vacancy. If any special magistrate resigns or is removed prior to expiration of his or her term or the Board determines that the special magistrate should not be reappointed, the Board shall appoint a special magistrate from the pool of candidates previously selected by the Board to fill the vacancy within 30 days.

(f) Meetings and hearings.

(1) Scheduling. The special magistrate administrative division shall be responsible for scheduling meetings of special magistrates. In the case of an alleged violation as set forth in subsection 22-276 (3) of this Code, a hearing may be called as soon as possible.

(2) Location. The location of the meetings shall be in St. Pete Beach, Florida.

(3) Operating procedures. All cases brought before special magistrates shall be presented by either a designated code enforcement officer, building official or an attorney representing the department responsible for enforcing the particular code for which the violation is alleged.

(4) Meetings open to the public. All meetings and public hearings shall be open to the public.

(g) Compensation. The compensation for special magistrate services may be authorized as specified by resolution adopted by the Board. Travel reimbursement is limited to expenses incurred only for travel outside Pinellas County necessary to fulfill the responsibilities as a special magistrate. Travel reimbursement shall be made only when sufficient funds have been budgeted and are available, and upon prior approval by the Board. No other expenses shall be reimbursable except documented long distance telephone calls to city staff to fulfill the responsibilities as a special magistrate.

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(h) Conflict of interest provisions. The following conflict of interest provisions shall apply to the special magistrates; failure on the part of a special magistrate to comply with the provisions of this section shall constitute grounds for removal by the Board or the city manager:

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(1) Upon appointment, each special magistrate shall comply with the disclosure requirements imposed by Florida law, including F.S. §§ 112.313 and 112.3145.

(2) Additionally, each special magistrate shall comply with the voting requirements imposed by

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Florida law, including F.S. §§ 286.012 and 112.3143.

(3) For a period of one 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 St. Pete Beach special magistrate.

(4) 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.

(5) A special magistrate shall not communicate ex parte on his own volition with any party, representative of a party, or interceding person concerning an alleged violation; however, the special magistrate may consider a request regarding the scheduling or continuance of hearings when such request is made in writing.

(Ord. No. 99-39, § 1, 7-20-99)

Sec. 22-276. - Special magistrate administrative division procedures.

Alleged violations of any of those codes or ordinances of City of St. Pete Beach as described herein may be filed with the special magistrate administrative division by those administrative officials, having the responsibility of enforcing the various codes or ordinances in force in St. Pete Beach.

(1) Except as set forth in subsections (3) and (4) below, if a violation of a code or ordinance is believed to exist, the enforcing department shall specify a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the special magistrate administrative division shall give notice to the alleged violator that a code enforcement hearing will be conducted concerning the alleged violation as noticed. The notice shall state the time and place of the hearing, as well as the violation alleged to exist. If the violation is corrected and then repeated, or if the violation is not corrected by the time specified for correction by the code inspector, the case may be brought for hearing even if the violation has been corrected prior to hearing, and the notice of violation shall so state.

(2) Persons or entities who may be held responsible under this article for violation(s) of St Pete Beach Code(s) include:

- a. The owner, agent, lessee, tenant, contractor, or any other person or legal entity using the land, building, or premises where such violation has been committed or shall exist.
- b. Any person or legal entity who knowingly commits, takes part or assists in such violation.
- c. Any person or legal entity who maintains any land, building, or premises in which such violation shall exist.

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Deleted: (a) . The code inspector has the duty of enforcing the various codes and initiating enforcement proceedings before the special master.¶
(b) . Except as provided in (c) and (d) below, if a violation of the codes is found, the code inspector shall notify the violator of the violation and give the violator a reasonable time, in light of the nature of the violation, to correct the violation. Should the violation continue beyond the time specified for correction, the code officer shall request that the clerk set a hearing and notify the violator of the hearing as provided herein. The clerk shall schedule a hearing, and written notice of such hearing shall be served on the violator. If the violation is corrected and is then repeated or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the special master even if the violation has been corrected prior to the hearing, and the notice shall so state. ¶
(c) . If a repeat violation is found, the code inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall have the clerk set a hearing and notify the violator. The notice shall state that the case may be presented to the special master even if the violation has been corrected prior to the board hearing. ¶
(d) . If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may request that the special master set an immediate hearing on the violation. ¶
(e) . If the owner of property which is subject to an enforcement proceeding before a, special master contracts to transfer or does transfer ownership of such property between the time the notice was served and the time of the hearing, such owner shall: ¶
(1) . Disclose the existence and the nature of the enforcement proceeding to the buyer;¶
(2) . Deliver to the buyer a copy of the notice of violation and the notice of hearing;¶
(3) . Disclose to the buyer that he/she will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding ¶
(4) . Within five days after the date of the transfer of title, file a notice of title transfer with the code enforcement official, with the identity and address of the new owner and copies of the disclosures made to the new owner. ¶
If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided with a reasonable period of time to correct the violation before a hearing. ¶

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Page 10 of 12

3. If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, may request a hearing. The special magistrate administrative division shall give notice to the alleged violator as set forth in subsection (1) above. The case may be brought for hearing, and a fine may be imposed by the special magistrate, even if the repeat violation has been corrected prior to hearing, and the notice shall so state.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make reasonable effort to notify the violator and may immediately request a code enforcement hearing.

(5) If the owner of property which is subject to a code enforcement proceeding transfers ownership of such property between the time the notice of violation was served and the time of the hearing, such owner shall:

a. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

b. Deliver to the prospective transferee a copy of the notices and other materials relating to the code enforcement proceeding received by the transferor.

c. Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

d. File a notice with the special magistrate administrative division of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections a., b. and c. before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the hearing shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

(Ord. No. 99-39, § 1, 7-20-99)

Sec. 22-27.7 - Conduct of hearing by special magistrate.

(a) Upon request of the code inspector or at such other times as may be necessary, a hearing before the special magistrate may be convened. Minutes shall be kept of all code enforcement hearings, and all hearings shall be open to the public. The special magistrate administrative division shall provide all clerical and administrative support reasonably necessary to conduct these hearings.

(b) Where proper notice of the hearing has been provided to the alleged violator pursuant to section

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Deleted: If a violation cited under subsection 22-275(b) is corrected before a section 22-277 special master hearing, the violator shall pay the enforcement costs incurred by the city. The individual enforcement cost that may be assessed are specified in appendix A, 22-275.1. The code inspector shall prepare an order specifying the enforcement costs incurred by the city in the enforcement of its codes, and he shall serve a copy of the order on the violator in accord with the requirements of section 22-276. ¶

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22-282, a hearing may proceed even in the absence of the alleged violator.

(c) At such hearing, the burden of proof shall be upon the code enforcement division to show by a preponderance of the evidence that a violation exists, or in the case of a repeat violation, existed on the date that the code inspector gave notice to the violator of a repeat violation pursuant to subsection 22-276 (3).

(d) All testimony shall be under oath and shall be recorded. The formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings. Upon determination of the special magistrate, irrelevant, immaterial or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form.

(e) The special magistrate may inquire of or question any witness present at the hearing. The alleged violator (hereinafter also referred to as respondent), respondent's attorney, code enforcement officers, or an attorney representing the division shall be permitted to inquire of or question any witness present at the hearing. The special magistrate may consider testimony presented by code enforcement officers, the respondent or any other witnesses.

(f) At the conclusion of the hearing, the special magistrate shall render his or her decision (order) based on evidence entered into the record. The decision shall then be transmitted to the respondent in the form of a written order including findings of fact, and conclusions of law consistent with the record. The order shall be transmitted by mail to the respondent within ten days after the hearing. The order may include a notice that it must be complied with by a specified date and that a fine and costs may be imposed and, under the circumstances set forth in subsection 22-276 (3), the cost of repairs or other corrective action may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of Pinellas County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this paragraph and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

(g) If St Pete Beach prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred. Whether and to what extent such costs are imposed shall be within the discretion of the special magistrate but shall not exceed the actual costs incurred.

(Ord. No. 00-33, § 1, 8-1-00)

Sec. 22-278. - Special magistrate powers and duties.

Special magistrates shall have the following powers and duties to:

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Deleted: All notices required by this article shall be served as required by F.S. 162.12, and as amended from time to time. ¶

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(1) Hold hearings pursuant to section 22-277

(2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by a sheriff or other authorized persons consistent with Rule 1.410(d) Florida Rules of Civil Procedure, upon request, by the special magistrate.

(3) Subpoena records, surveys, plats and other documentary materials.

(4) Take testimony under oath.

(5) Make findings of fact and conclusions of law as are necessary to enforce the provisions of the St. Pete Beach Code of Ordinances and Land Development Code and issue orders having the full force and effect of law to command whatever steps are necessary to bring a violation into compliance.

(6) Assess fines pursuant to section 22-279 of this article, including costs relating to the prosecution of cases before the special magistrate in those cases where the governing body prevails.

(7) Lien property pursuant to section 22-279 of this article.

(8) Assess costs pursuant to section 22-279 of this article.

(9) Assess costs pursuant to subsection 22-279(1) of this article.

(Ord. No. 99-39, § 1, 7-20-99)

Sec. 22-279. - Administrative fines; costs; liens.

(a) The special magistrate, upon notification by a code inspector that a code enforcement order has not been complied with within the set time, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date for compliance set forth in the order or upon notification by a code inspector that a repeat violation has occurred in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in subsection 22-276(4), the special magistrate shall notify the city manager, which may make all reasonable repairs or other corrective actions which are required to bring the property into compliance, or otherwise secure the property, and charge the violator with the reasonable costs of the repairs or other corrective actions along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. An order imposing a fine shall be sent to the property owner with a notice that the owner may request a hearing to challenge the fine amount within 20 days of the order. Orders imposing fines shall not be filed as liens until the latter of the expiration of such 20-day notice period, or the

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Deleted: (a) . The notice of hearing shall include the following:¶

- (1) . Name of the inspector who issued the notice;¶
- (2) . Factual description of alleged violation;¶
- (3) . Date of alleged violation;¶
- (4) . Section of the code allegedly violated;¶
- (5) . Place, date and time of the hearing;¶
- (6) . Right of violator to be represented by an attorney;¶

(7) . Right of violator to present witnesses and evidence;¶

(8) . Notice that failure of violator to attend hearing may result in civil penalty being assessed; and¶

(9) . Notice that requests for continuances will not be considered if not received in writing by the code inspector at least ten calendar days prior to the date set for hearing. ¶

(b) . The special master shall conduct hearings on a regularly scheduled monthly basis or more frequently upon request of the city manager. No hearing shall be set sooner than 20 days from the date the notice of code violation is served. ¶

(c) . All hearings before the special master shall be open to the public. All testimony shall be under oath. Assuming proper notice, a hearing may proceed in the absence of the named violator. ¶

(d) . The proceedings at the hearing shall be recorded electronically or by a stenographer and if recorded by a stenographer may be transcribed at the expense of the party requesting the transcript. ¶

(e) . The city manager, shall provide clerical and/or administrative support personnel for the special master to facilitate the proper performance of clerical and special master duties. ¶

(f) . Each case before a special master shall be presented by the inspector or representative of the department issuing the violation.¶

(g) . The hearing shall not be conducted in accordance with the formal rules of evidence. Any relevant evidence shall be admitted if the special master finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. ¶

(h) . All testimony at the hearing shall be under oath. Each party shall have the right to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues. ¶

(i) . The special master shall make findings of fact based on the evidence in the record alone and may state conclusions of law. In order to make a finding upholding the code inspectors determination that a violation exists, the special master shall find that a preponderance of the evidence indicates that the violator was legally responsible for the violation (...

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completion of such timely requested challenge. A challenge to an order imposing a fine shall be limited to a consideration of only such new findings necessary to impose an appropriate fine and create a lien.

(b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation and, in addition, may include all costs of repairs or other corrective action pursuant to subsection (a) of this section. If, after due notice and hearing, the special magistrate finds a violation to be irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed \$5,000.00 per violation or as otherwise authorized by Florida State Statute. In determining the amount of fine, if any, the special magistrate shall consider the following factors:

- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

(c) The special magistrate may, in its discretion, adopt a consent order proposed by the enforcing department setting forth agreed terms for payment of any fine in lieu of execution or foreclosure as set forth in subsection (d), below.

(d) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records in the Office of the Clerk of the Circuit Court in and for Pinellas County, Florida. Once recorded the certified copy of an order shall constitute a lien against the land on which the violation(s) exists and upon any other real or personal property owned by the violator; and it shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien, filed pursuant to this section, whichever comes first. Once recorded the lien shall be superior to any mortgages, liens, or other instruments recorded subsequent to the filing of the code enforcement lien.

(e) After three months from the filing of any such lien which remains unpaid, the City may foreclose the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest at the rate allowable by law from the date of compliance set forth in the recorded order acknowledging compliance. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. No lien created pursuant to the provisions of this ordinance may be foreclosed on real property that is a homestead under Article X, Section 4, of the Florida Constitution.

(Ord. No. 99-39, § 1, 7-20-99; Ord. No. 00-33, § 1, 8-1-00)

Sec. 22-280. -

Other legal remedies.

In addition to the administrative penalties and enforcement procedures provided in this article, the Board may institute any lawful civil action or proceeding to prevent, restrain, or abate violations of codes or ordinances or through its agents issue cease and desist orders. An enforcing department shall have the authority to issue cease and desist orders in the form of written official notices given to the

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(b) - A certified copy of an order imposing a civil penalty may be recorded in the public records of the county and thereafter shall constitute a lien against the land on which the violation exists or existed; provided that if the violator does not own the land, upon any other real or personal property owned by the violator; and that it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgement except for enforcement purposes. After three months from the filing of any such lien which remains unpaid, the city may foreclose or otherwise execute on the lien. ¶

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owner of the subject building, property, or premises, or to his agent, lessee, tenant, contractor, or to any person using the land, building or premises where such violation has been committed or shall exist. Any failure to comply with a cease and desist order issued by an enforcing department shall be regarded, during any penalty setting phase, as an exaggerating circumstance by the special magistrate should any process relative to section 22-279 result from the violation that is the subject of the cease and desist order.

(Ord. No. 99-39, § 1, 7-20-99)

Sec. 22-~~281~~. - Appeals.

Any aggrieved party, including the City of St. Pete Beach, may appeal an order of the special magistrate to a court of competent jurisdiction within 30 days of the execution of the order to be appealed. The city may assess a reasonable charge for the preparation of the record to be paid by the petitioner in accordance with F.S. § 119.07.

Section 22-282 Notices.

(a) All notices required by this article shall be provided to the alleged violator by:

(1) Certified mail, return receipt requested, provided if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to City of St Pete Beach government by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in subsections (b) a.1. and (b)a.2. and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing;

(2) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the Board;

(3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(4) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(b) In addition to providing notice as set forth in subsection (a), at the option of the special magistrate administrative division, notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Pinellas County. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements.

(2) Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

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Deleted: (a) . The violator or the city may appeal an order of a special master by filing a notice of appeal with the county circuit court. Such appeal shall be filed within 30 days of the issuance of the order by the special master. ¶
(b) . In the absence of reversal of a special master's ruling by an appellate court of competent jurisdiction, the findings of the special master shall be conclusive as to a determination of responsibility for the ordinance or code violation, and such findings shall be admissible in any proceeding to collect unpaid penalties. ¶
(c) . Nothing contained in this chapter shall prohibit the city from enforcing its ordinances or codes by any other means. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for enforcement of any section of this Code. ¶

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(c) In lieu of publication as described in subsection a., such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the bulletin Board of the City of St Pete Beach City Hall Building. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

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(d) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a).

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Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as provided in subsection (b), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

Sec. 22-283 - Procedure to request that a fine or lien imposed pursuant to section 22-279 be reduced; conditions and criteria therefor.

(a) The owner of real property against which a fine or lien has been imposed pursuant to section 22-279 may apply to the special magistrate, through the city manager or his designee, for a satisfaction of such fine or lien with less than full payment thereof. No such application shall be considered by the special magistrate until the applicant has first shown that:

(1) All ad valorem property taxes, special assessments, county and city utility charges and other government and city-imposed liens against the subject real property have been paid;

(2) The applicant is not personally indebted to the city for any reason; and

(3) All city code violations have been corrected under necessary permits issued therefor.

(b) In considering an application to reduce a fine or lien imposed pursuant to section 22-279, no satisfaction thereof shall be approved by the special magistrate with less than full payment thereof, unless the special magistrate shall make a specific finding that no violation of any city ordinance exists on the subject real property.

(c) The balance of any fine or lien imposed pursuant to section 22-279 that is reduced by the special magistrate shall be paid on terms as approved by the special magistrate.

(d) If the property for which the application for a fine reduction is being considered is owned by a government or quasi-government entity, the special magistrate may reduce such fine even if the violation has not been corrected.

(Ord. No. 07-05, § 3, 1-9-07)

Sec. 22-284 - Other procedures or implementing provisions.

The Board may adopt any additional necessary, desirable, or advisable procedures or implementing

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provisions for this article by resolution.

(Ord. No. 99-39, § 1, 7-20-99)

Secs. 22-285—22-289. - Reserved.

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