

Table of Contents

Agenda	3
Proclamation declaring September 12, 2012 as "Pass-a-Grille Beach Community Church Day" in honor of its 100th Anniversary	
PAG Church.	6
Proclamation declaring September 21, 2012 as "POW-MIA Recognition Day"	
POW-MIA Proclamation.	7
Proclamation declaring the month of October 2012 as "Domestic Violence Awareness Month"	
DV CASA 2012	8
Approval of the August 28, 2012 Regular Meeting Minutes	
8-28-2012 minutes	9
Authorize the City Manager to enter into a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for installation and maintenance of crosswalk signage and flashing beacons.	
Pedestrian RRFB Agenda Report.	19
Pedestrian RRFB Agreement.	20
FDOT RRFB Email	26
Authorize the City Manager to enter into a professional service agreement with Genesis Group for \$15,900 for landscape lighting design for medians on Gulf Blvd. and Blind Pass Rd.	
Landscape Lighting Agenda Report.	27
Landscape Lighting Proposal.	28
Approval to close 8th Ave 10/13/12 for a Block Party.	
8th Ave Block Party Agenda Report	36
8th Ave Block Party Application.	37
Authorize the City Manager to enter into a contract with Waste Services, Inc. (WSI), a Progressive Waste Solutions Company, to provide citywide solid waste services.	
Solid Waste Agenda Report	40
Solid Waste Bid Tab	41
Solid Waste Contract	46
Ordinance 2012-13, Final Reading and Public Hearing, providing that wastewater rates be reviewed annually during fiscal year budget preparation and adjustments recommended to City Commission based on monies needed to pay Wastewater Enterprise Fund expenditures.	
Ordinance 2012-13 Agenda Report.	48
Ordinance 2012-13	49
Ordinance 2012-14, Final Reading and Public Hearing, Providing for amendment of the Land Development Code deleting all references to the City's Coastal Construction Excavation Setback Line.	
Ordinance 2012-14 Agenda Report.	52

Ordinance 2012-14 Coastal Constrcution Excavation Setback Line	53
Ordinance 2012-14 Exhibit A	55
Ordinance 2012-16, Final Reading and Public Hearing, Providing for amendments to Division 26 the Land Development Code of the City of St. Pete Beach Sign Code.	
Ordinance 2012-16 Agenda Report.	60
Ordinance 2012-16 Sign code amendments to the LDC	61
Ordinance 2012-16 Exhibit A	63
Ordinance 2012-18, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach,Florida adopting a final millage rate for fiscal year ending September 30, 2013; providing for an effective date.	
Ordinance 2012-18 Agenda Report.	75
Ordinance 2012-18	76
Ordinance 2012-19, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida adopting a budget for the fiscal year ending September 30, 2013; providing appropriations; providing for an effective date.	
Agenda Memo: Ordinance 2012-19.	77
Ordinance 2012-19	78
Ordinance 2012-20, First Reading and Public Hearing, prohibiting bicycle riding on the city sidewalk that is west of the private properties on Sunset Way between 28th and 30th Avenue.	
Ordinance 2012-20 Agenda Report.	80
Ordinance 2012-20	81
Resolution 2012-11 establishing the date for the 2013 election and the qualification period in Districts Two and Four	
Resolution 2012-11 Agenda Report.	82
Resolution 2012-11	83
Resolution 2012-12 approving the fiscal year 2012-13 non-ad valorem assessment rolls for stormwater management services and authorizing the City Manager to certify the stormwater service assessment rolls to the Tax Collector prior to September 15, 2012.	
Resolution 2012-12 Agenda Report.	84
Resolution 2012-12	85



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Wednesday, September 12, 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** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. Proclamation declaring September 12, 2012 as "Pass-a-Grille Beach Community Church Day" in honor of its 100th Anniversary**
 - b. Proclamation declaring September 21, 2012 as "POW-MIA Recognition Day"**
 - c. Proclamation declaring the month of October 2012 as "Domestic Violence Awareness Month"**

- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Approval of the August 28, 2012 Regular Meeting Minutes**
 - b. Authorize the City Manager to enter into a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for installation and maintenance of crosswalk signage and flashing beacons.**
 - c. Authorize the City Manager to enter into a professional service agreement with Genesis Group for \$15,900 for landscape lighting design for medians on Gulf Blvd. and Blind Pass Rd.**
 - d. Approval to close 8th Ave 10/13/12 for a Block Party.**
- 5. Action Items**
 - a. Authorize the City Manager to enter into a contract with Waste Services, Inc. (WSI), a Progressive Waste Solutions Company, to provide citywide solid waste services.**
- 6. Ordinances**
 - a. Ordinance 2012-13, Final Reading and Public Hearing, providing that wastewater rates be reviewed annually during fiscal year budget preparation and adjustments recommended to City Commission based on monies needed to pay Wastewater Enterprise Fund expenditures.**
 - b. Ordinance 2012-14, Final Reading and Public Hearing, Providing for amendment of the Land Development Code deleting all references to the City's Coastal Construction Excavation Setback Line.**
 - c. Ordinance 2012-16, Final Reading and Public Hearing, Providing for amendments to Division 26 the Land Development Code of the City of St. Pete Beach Sign Code.**
 - d. Ordinance 2012-18, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida adopting a final millage rate for fiscal year ending September 30, 2013; providing for an effective date.**
 - e. Ordinance 2012-19, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida adopting a budget for the fiscal year ending September**

30, 2013; providing appropriations; providing for an effective date.

- f. Ordinance 2012-20, First Reading and Public Hearing, prohibiting bicycle riding on the city sidewalk that is west of the private properties on Sunset Way between 28th and 30th Avenue.**

7. Resolutions

- a. Resolution 2012-11 establishing the date for the 2013 election and the qualification period in Districts Two and Four**
- b. Resolution 2012-12 approving the fiscal year 2012-13 non-ad valorem assessment rolls for stormwater management services and authorizing the City Manager to certify the stormwater service assessment rolls to the Tax Collector prior to September 15, 2012.**

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.



PROCLAMATION

WHEREAS, In 1913 church services were held in homes and hotels in Pass-a-Grille until 1915 when a school was built on 10th Avenue where services were held until the new church was ready in 1917; and

WHEREAS, The erection of the church building, by William R. Bell, was completed with the help of residents of Pass-a-Grille all working without remuneration; and a dedication of the Pass-a-Grille Union Church (currently know as Pass-a-Grille Beach Community Church), was held on December 25th, 1917; and

WHEREAS, The church incorporated on March 4, 1941 and on January 17, 1941 a meeting was held to reorganize and change the name of the church to Pass-a-Grille Community Church; and

WHEREAS, The Pass-a-Grille church has roots beginning in 1910 when the first Christmas service was held on 8th Avenue; and

WHEREAS, The first Easter Sunrise Services on the islands began in 1941 at Pass-a-Grille point and the event continues to grow with approximately 1,500 attending from the local area, the nation and the world; and

Whereas, in the late 1980's the church formed the Montessori School and in 1999 began the construction of the Christian Education Building; and

NOW, THEREFORE, I, Steve McFarlin, Mayor of St. Pete Beach, in honor of their 100th Anniversary do hereby proclaim September 12, 2012 as:

PASS-A-GRILLE BEACH COMMUNITY CHURCH DAY

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St. Pete Beach, Pinellas County, Florida to be affixed this 12th day of September 2012.

Mayor Steve McFarlin



PROCLAMATION

WHEREAS, Support for missing Americans and their families is deeply felt; and,

WHEREAS, America's POW-MIA's should be honored and recognized rather than memorialized, with the focus on the need to account as fully as possible for those still missing; and,

WHEREAS, Strong united support by the American people is crucial to achieving concrete answers; and,

WHEREAS, the National League of POW/MIA Families flag is flown throughout the nation and around the world honoring those veterans who have not returned, who remain missing and unaccounted for, who gave the ultimate sacrifice; and

WHEREAS, Over the past several years, all or most of the 50 states have proclaimed POW/MIA Recognition Day in conjunction with local efforts; and,

WHEREAS, the American Legion Post 305 family has scheduled a POW-MIA Recognition Ceremony on September 21, 2012 at 7:00 p.m. at Horan Park to recognize our Nation's POW/MIA military personnel from previous wars and military involvements across the world; and,

NOW, THEREFORE, I, Steve McFarlin, Mayor of the City of St Pete Beach, Florida do hereby proclaim September 21, 2012 as:

"POW - MIA RECOGNITION DAY"

And urge citizens to actively participate in the ceremonies in their local communities.

IN WITNESS WHEREOF, I have here
Unto set my hand and caused the great
Seal of the City of St Pete Beach, Florida,
To be affixed this 12th day of September 2012.

Steve McFarlin, Mayor

ATTEST: _____
Rebecca Haynes, City Clerk



PROCLAMATION

WHEREAS, Violence and abuse against women and children continues to be a prevalent social problem because of the imbalance of power due to gender and age; and

WHEREAS, The problems of domestic abuse are not confined to any one group of people but effect people across all economic status, race and ethnicity, sexual orientation, culture and society, and are supported by societal indifference; and

WHEREAS, The crime of domestic violence violates an individual's privacy, dignity, security and humanity due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, The impact of domestic violence is wide-ranging, directly affecting women, children, men and society as a whole; and

WHEREAS, It is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home; and

WHEREAS, CASA (Community Action Stops Abuse) has provided support, safety, and advocacy to domestic violence survivors and their children for over 30 years; and

NOW, THEREFORE, I, Steve McFarlin, of the City of St Pete Beach, Florida do hereby proclaim the month of October 2012 as:

"Domestic Violence Awareness Month"

And urge citizens to actively participate in the scheduled activities and programs sponsored by CASA to work toward the elimination of personal institutional violence against women and children.

IN WITNESS WHEREOF, I have here
unto set my hand and caused the great
Seal of The City of St Pete Beach, Florida,
to be affixed this 12th day of September 2012.

Steve McFarlin, Mayor

ATTEST: _____
Rebecca Haynes, City Clerk

CITY COMMISSION MEETING

MINUTES

August 28, 2012

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT:

Steve McFarlin, Mayor
Marvin Shavlan, Vice Mayor
Lorraine Huhn, Commissioner
Jim Parent, Commissioner
Bev Garnett, Commissioner

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Rebecca C. Haynes, City Clerk
George Kinney, Community Development Director
Catherine Hartley, Senior Planner

1. Changes to the Agenda

Vice Mayor Shavlan requested to add the possible transfer of law enforcement services to Pinellas County Sheriff's Office under Items for Discussion.

2. Presentations

There were no presentations.

3. Audience Comments

There were no audience comments.

4. Consent

a. Approval of the August 8, 2012 and August 9, 2012 City Commission Budget Workshops; and the August 14, 2012 Regular Meeting Minutes.

b. Authorize the City Manager to enter into Amendment 3 of the Interlocal Agreement with Pinellas County for maintenance of traffic control signal and devices.

c. Authorize the Mayor and City Manager execute the one year extension of the ALS First Responder Agreement

d. Ratification of the City Manager's decision to expend \$12,898.86 to Rowland Inc. for emergency repairs to wastewater force main #2.

City Manager Bonfield recommended approval of the consent items as presented.

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

5. Action Items

a. St. Petersburg Yacht Club request for Conditional Use and Variance approval to repair and/or replace and/or install dock pilings and finger piers. The Variance portion of the request is Quasi-Judicial in nature.

City Manager Bonfield noted the item is a Quasi-Judicial.

Mayor McFarlin asked the Commissioners if they had any contact or involvement to report.

Commissioner Parent reported that he spoke with the Fire Marshall regarding the fire code requirements.

Mayor McFarlin asked if any audience member wanted to be considered a substantially affected party. There were none.

Community Services Director Kinney gave a Power Point presentation on the conditional use request showing the existing Yacht Club property with the zoning and side yard setback, and how they relate to the existing marina. The proposal is to repair and/or replace the finger piers, repair four pilings and replace eight pilings.

Staff is recommending three conditions be included in the approval process: (1) shield the pedestal lighting so it is not visible beyond the property lines, (2) no boat with a beam in excess of 12' be moored or otherwise stored between the most southerly finger pier and the extended waterside property line, and (3) require standpipes be installed as required by the Fire Code.

Mayor McFarlin called for audience comments. There were none.
Mayor McFarlin called for Commission comments.

Commissioner Parent moved to approve Item 5(a), Variance 2012-24 to repair and/or replace, and/or install dock pilings and finger piers. The motion was seconded by Commissioner Huhn and unanimously approved by a roll call vote.

Mayor McFarlin called for audience comments regarding the conditional use. There were none.

Commissioner Parent moved to approve Item 5(a), Conditional Use 2012-24 to repair and/or replace, and/or install dock pilings and finger piers. The motion was seconded by Vice Mayor Shavlan and unanimously approved.

6. Ordinances

a. Ordinance 2011-37, Final Reading and Public Hearing, Change of Future Land Use designation for 701 Gulf Way from Residential Office Retail (ROR) to Community Redevelopment District – Eighth Avenue (CRD-EA).

City Manager Bonfield reported that the proposed ordinance received county and state approval when going through the review process.

Senior Planner Hartley noted the change in land use to include the property in the Community Redevelopment District Eighth Avenue. The zoning regulations were adopted last year with additional changes requested: (1) amend Special Area Plan to include single family residential as a permitted use and (2) change the density for temporary lodging from 30 to 50 units per acre. The Planning Board recommended approval with the condition that the units not be permitted to rent for less than one week.

Commissioner Huhn made a motion to approve Ordinance 2011-37, An ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for an amendment to the future land use map of the comprehensive plan for the property located at 701 Gulf Way, further illustrated on the map in

“Exhibit A”, from Residential Office Retail to CRD-EA; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date, with the caveat that units not be permitted to rent, or advertise for rent, for less than a one-week period, and that pool hours be restricted to a mandatory closing at 10:00 p.m. during the week and 11:00 p.m. on weekends with a sign posted stating hours of operation and contact information. The motion was seconded by Vice Mayor Shavlan.

Mayor McFarlin called for audience comments.

Deborah Martohue, 3030 North Rocky Point West, Tampa, representing the Beach Club at Pass-a-Grille Condominiums, noted there were no leasing restrictions in the declaration of condominiums when the property was purchased. Ms. Martohue commented that there is only one on-street/on-site parking space per unit, which transfers from owner to owner and results in one less parking space per unit than a residential condominium space would allow.

Deborah Schechner, Boca Ciega Isle Drive, spoke in opposition to the change in land use designation.

Bill Curry, 111 7th Avenue, spoke in opposition to the zoning change noting trash strewn in the alley, no regulated pool hours, lack of parking spaces and excessive noise.

City Attorney Davis noted that the Commission could establish pool regulations as a condition of approval.

Mayor McFarlin called for the vote.

The motion was approved by a 4-1 vote, with Commissioner Garnett voting ‘no’.

b. Ordinance 2011-38, Final Reading and Public Hearing, Change of Zoning designation for 701 Gulf Way from ROR to CRD-EA.

City Manager Bonfield noted this is a Quasi-Judicial Hearing.

Mayor McFarlin asked the Commissioners if they had any contact or involvement to report. There were none.

Mayor McFarlin asked if any audience member wanted to be considered a substantially affected party. There were none.

Senior Planner Hartley explained that the proposed ordinance corresponds with the above land use amendment at 701 Gulf Way.

Ms. Martohue commented that her clients accept the conditions entered into the record.

Commissioner Parent made a motion to approve Ordinance 2011-38, An ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for an amendment to the official zoning map for the property located at 701 Gulf Way, further illustrated on the map in "Exhibit A" from ROR to CRD-EA; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing an effective date, with two conditions of approval (1) No unit can be advertised or rented for less than seven (7) days and (2) The pool will close at 10:00 p.m. during the week and 11:00 p.m. on the weekends, and a sign will be clearly posted as such. The motion was seconded by Vice Mayor Shavlan.

Mayor McFarlin called for audience comments.

Deborah Martohue, 3030 North Rocky Point West, Tampa, representing the applicant, noted her clients will accept the conditions noted.

Mayor McFarlin called for Commission comments.

Mayor McFarlin called for the vote.

The motion was approved by a 4-1 vote, with Commissioner Garnett voting 'no'.

c. Ordinance 2011-39, Final Reading and Public Hearing, Amending the 8th Ave Special Area Plan to add 701 Gulf Way to the Map, add single family residential as a permitted use, and amend the allowable temporary lodging density from 30 to 50 units per acre.

City Manager Bonfield noted the address is in the Community Redevelopment District and brings forth three amendments to the Special Area Plan.

Senior Planner Catherine reported that the Pinellas County Planning Council requested her to analyze the impact that the increased density change would have on infrastructure.

Vice Mayor Shavlan made a motion to approve Ordinance 2011-39, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendments to the Eighth Avenue Special Area Plan, adding 701 Gulf Way to the map, adding Single Family Residential as a permitted use, and amending the allowable temporary lodging density from 30 to 50 units per acre; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing an effective date. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments; there were none.

The motion was unanimously approved by roll call vote.

d. Ordinance 2011-40, Final Reading and Public Hearing Amending the text of the Future Land Use Plan Element and the text of the Future Land Use Map Element in the Comprehensive Plan to increase the permitted temporary lodging density from 30 to 50 units per acre in the Community Redevelopment Area – Eighth Avenue Future Land Use designation.

City Manager Bonfield commented on the text amendment of the land use plan and map to increase the density in the Community Redevelopment Area – Eighth Avenue Future Land Use designation.

Mayor McFarlin called for audience comments; there were none.

Commissioner Huhn made a motion to approve Ordinance 2011-40, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendments to the text of the future land use plan element and the text of the future land use map element in the comprehensive plan to increase the permitted temporary lodging density from 30 to 50 units per acre in the community redevelopment area – Eighth Avenue Future Land Use Designation, as illustrated in “Exhibit A”; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Vice Mayor Shavlan and unanimously approved by roll call vote.

e. Ordinance 2012-14, First Reading and Public Hearing, Providing for amendment of the Land Development Code deleting all references to the City's Coastal Construction Excavation Setback Line.

City Manager Bonfield explained the item is a result of recent requests for variances to the City's coastal construction line.

Senior Planner Hartley noted that the City of St. Pete Beach established a coastal construction line in the 70's, prior to the State of Florida establishing its less restrictive line. The City's line deals more with environmental controls, existing dunes and vegetation cannot be removed. Approval will allow the City to look at applications for site plans on a case-by-case basis.

Vice Mayor Shavlan made a motion to approve Ordinance 2012-14, an ordinance of the City of St. Pete Beach, Florida providing for amendments to the Land Development Code as it relates to the City Coastal Construction Excavation setback line; deleting all references to said line; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

Bill Pyle, Sunset Way, Silver Sands Condominiums, spoke in opposition to the proposed ordinance.

Deborah Schechner, Boca Ciega Isle Drive, spoke in opposition to the proposed ordinance.

Mayor McFarlin called for the vote.

The motion was unanimously approved by roll call vote.

f. Ordinance 2012-15, First Reading and Public Hearing, Providing for amendments to Division 14 of the Land Development Code to allow for outdoor seating as a permitted use in the RFM zoning district.

City Planner Hartley stated the RFM district is one of the few zoning districts where outdoor seating is a conditional use.

Commissioner Garnett made a motion to approve Ordinance 2012-15, an ordinance of the City of St. Pete Beach, Florida providing for amendments

to the Land Development Code as it relates to outdoor seating in the RFM zoning district; amending Division 14 to permit outdoor seating for eating and drinking establishments in the RFM zoning district; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Vice Mayor Shavlan.

Mayor McFarlin called for audience comments.

Deborah Schechner, Boca Ciega Isle Drive, spoke in favor of the proposed outdoor seating.

Mayor McFarlin called for the vote.

The motion was unanimously approved by roll call vote.

g. Ordinance 2012-16, First Reading and Public Hearing, providing for amendments to Division 26 the Land Development Code of the City of St. Pete Beach Sign Code.

City Planner Hartley detailed the changes which include vehicle and non-conforming signs.

Commissioner Parent made a motion to approve Ordinance 2012-16, 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 severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments; there were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by roll call vote.

7. Resolutions

a. Resolution 2012-10, a resolution of the City of St. Pete Beach, Florida delegating to the City Manager authority to enter into a Federally Funded Public Assistance Agreement and authorizing the signing of all related official documentation.

City Manager Bonfield explained that the resolution authorizes him to submit the required paperwork to the Federal Emergency Management Association (FEMA) for reimbursement costs related to Tropical Storm Debby.

Commissioner Huhn made a motion to approve Resolution 2012-10, a resolution of the City of St. Pete Beach, Florida delegating to the City Manager the authority to enter into a federally funded public assistance agreement and authorizing the signing of all related official documentation. The motion was seconded by Commissioner Parent and unanimously approved by roll call vote.

8. Items for Discussion

a. Discussion regarding transferring law enforcement services to Pinellas County Sheriff's Office.

Vice Mayor Shavlan requested Commissioners consider discussing the possible transfer at the next Commission meeting and expressing their opinions so residents know where they stand.

It was decided to gather additional information and state positions/opinions at the September 25, 2012 Commission meeting.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported that the next Commission meeting is scheduled for Wednesday, September 12 due to a conflict in budget hearings with Pinellas County. Upcoming projects include force main project on Gulf Boulevard between Gulf Winds and 55th Avenue with one lane closure, lasting approximately six to eight weeks; median landscape and irrigation along Gulf Boulevard will continue beginning on Tuesday; seawall projects on Boca Ciega Drive at 85th and 86th Avenues and Lift Station #10 at Blind Pass Road at the end of Corey Avenue will also begin next week. Mr. Bonfield noted that Suntan Art Center will receive an award from the Florida Parks and Recreation Association August 29th and then reviewed upcoming agenda items.

Commissioner Garnett reported that she will hold her citizen meeting on September 5th at the Don Vista Building.

Vice Mayor Shavlan reported that the Lizard Live event at the Sirata Hotel was successful and thanked all participants.

Commissioner Parent reported on his attendance at the Florida League of Cities, noted that the Friends of St. Pete Beach has disbanded, stated that he conducted an informal poll in his newsletter regarding the speed limit on Gulf Boulevard and noted that his roundtable discussion will be held at 6:30 p.m. on Wednesday at the Library.

Commissioner Huhn reported on new pool hours and stated everything was quiet in the north end of the city.

Mayor McFarlin reported on the Big C meeting he attended where he discussed the speed limit on Gulf Boulevard; attendees were supportive of St. Pete Beach lowering the speed limit but did not want to do the same in their respective communities.

10. Adjournment

There being no further business to come before the commission, the meeting was adjourned at 8:10 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for installation and maintenance of crosswalk signage and flashing beacons.

Date: 9/12/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City has spent years trying to get FDOT to approve Rectangular Rapid Flash Beacons (RRFB) to enhance pedestrian safety on Gulf Blvd and Blind Pass Road (State Road 699). The RRFB are what we installed at the Don CeSar crosswalk and they have been highly effective. The MOA will allow us to install the RRFB at the unsignalized intersections and mid-block pedestrian crossings on Gulf Blvd and Blind Pass Road. It's our understanding that FDOT is working on securing the necessary funding for the project. We received the MOA back in June, but it lacked Exhibit A. We received this last week.

Requested Motion: "I move to authorize the City Manager to enter into a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for installation and maintenance of crosswalk signage and flashing beacons."

Attachments: Memorandum of Agreement
FDOT RRFB Email

Reviewed by
City Manager: MB

**Memorandum of Agreement Between
City of St. Pete Beach
AND
State of Florida, Department of Transportation, District Seven**

THIS AGREEMENT, made and entered into as of the 12 day of SEPTEMBER, 2012, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and the City of St. Pete Beach hereinafter called the "City".

WITNESSETH

WHEREAS, the Department owns State Road 699 (Gulf Boulevard) right-of-way consisting of road improvements abutting thereon located within the State right of way through out the jurisdictional municipal limits of the City of St. Pete. Beach.

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Pedestrian Crosswalk Signage & Flashing Beacons is to improve the safe operation of the crossing by improvements which enhance the visibility of pedestrians & bicyclist; and

WHEREAS, the City has agreed to install and maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044, Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside signs & beacons on the State Highway System; and

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the improvements; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The City shall install and maintain those improvements to the pedestrian flashing beacons, advance warning signage & activation hardware as specified in the Construction Plans and Specifications attached hereto as Exhibit "A", all of which are hereby incorporated herein and made a part hereof by this reference and all of the work in connection therewith being herein after referred to as the "Pedestrian Crosswalk Signage & Flashing Beacons". Except as permitted in this agreement, the City shall not modify the Pedestrian Crosswalk Signage & Flashing Beacons without prior written approval of the Department.

2. In the event that any portion of the Pedestrian Crosswalk Signage & Flashing Beacons is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the City.

3. The Department recognizes that the City must comply with Section 166.241 Florida Statutes. This Agreement shall not be construed to modify, in any way, the City's obligations under those statutes.

4. Maintenance of the Pedestrian Crosswalk Signage & Flashing Beacons shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Pedestrian Crosswalk Signage & Flashing Beacons standards, the Department may terminate the agreement in accordance with paragraph 10(a).

5. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Pedestrian Crosswalk Signage & Flashing Beacons is Brian A. Bennett, P.E., located at 5211 Ulmerton Road, Clearwater, Florida, 33760, telephone number (727)570-5101.

6. Prior to any major Pedestrian Crosswalk Signage & Flashing Beacons construction or reconstruction activity, the City shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this Pedestrian Crosswalk Signage & Flashing Beacons, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

7. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Pedestrian Crosswalk Signage & Flashing Beacons plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.

8. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this agreement as determined by the Department.

9. It is understood between the parties hereto that any or all of the Pedestrian Crosswalk Signage & Flashing Beacons may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Department shall give the City notice regarding such removal, relocation or adjustment and the City shall be allowed sixty calendar days to remove all or part of the Pedestrian Crosswalk Signage & Flashing Beacons at its own cost. The City will own that part of the Pedestrian Crosswalk Signage & Flashing Beacons it removes. After the sixty-calendar days removal period, the Department may remove, relocate or adjust the Pedestrian Crosswalk Signage & Flashing Beacons as it deems best. Wherever the City removes improvements pursuant to this agreement, the Ct shall restore the surface of the affected portion of the Pedestrian Crosswalk Signage & Flashing Beacons premises to the same safe and trafficable condition as existed prior to installation of such improvements.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the City, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the City following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's notice.

11. Within 60 days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the City shall remove the Pedestrian Crosswalk Signage & Flashing Beacons and restore the Pedestrian Crosswalk Signage & Flashing Beacons premises to the same safe condition existing prior to installation of the Pedestrian Crosswalk Signage & Flashing Beacons. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department may remove, relocate or adjust the Pedestrian Crosswalk Signage & Flashing Beacons as it deems best.

12. To the extent provided by law, the City shall indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When either party receives, notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

14. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. This Agreement may not be assigned or transferred by the City, in whole or in part without consent of the Department.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

- (a) If to the Department, address to 10211 North McKinley Drive, Tampa, FL 33612 or at such other address as the Department may from time to time designate by written notice to the County; and
- (b) If to the City, address to 155 COREY AVE., St. Pete Beach Florida, 33706 or at such other address as the City may from time to time designate by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

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

a municipal corporation/political subdivision
TRANSPORTATION
of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF

By: _____
Name: _____
Title: _____
Operations,

By: _____
James V. Moulton, Jr., P.E.
Director of Transportation
District Seven

Attest: _____
Title: _____ (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review:

Legal Review:

Title: _____

Office of the General Counsel, District 7

EXHIBIT A

Scope of Services

**Maintain the following items of the
Pedestrian Flashing Beacons**

**18' aluminum pole 4.5" in diameter with one
end threaded.**

Break away transformer base with hand hole.

**Fluorescent yellow-green pedestrian crossing
sign with the down arrow sign.**

Solar panel & Batteries

**Controller & Enclosure box 2 Flashing Beacon or
a LED strobe light bar**

Pedestrian Pushbutton and Instruction Sign

Steven Hallock

From: Hsu, Ping P

Sent: Tuesday, June 05, 2012 10:35 AM

To: Steve McFarlin

Subject: RE: Mayors in BIG-C: Rectangular Rapid Flash Beacon (RRFB) usage along SR 699/Gulf Blvd. -- Need Maintenance agreement (MOA)

Importance: High

Dear Mayors: Good Tuesday morning!

Peter is going to use this e-mail to follow up my previous 3/28/12 e-mail related to RRFB usage along SR 699/Gulf Blvd --> **Tally HQ approved the RRFB usage along SR 699/Gulf Blvd!** We are working with Tally HQ to allocate the necessary funding, create the statewide purchasing contract and find a process to install RRFB.

However, we have an issue to install RRFB --> **We will need Maintenance agreement (MOA) from your City!**

Per the feedback from FDOT Pinellas maintenance engineer, Brian Bennett (727-570-5101), Treasurer Island is the only City signed the maintenance agreement. St Pete Beach is reviewing the proposed MOA and will be presented in the 6/26 City commissioner meeting.

Can you work with Brian Bennett to sign the Maintenance agreement?

Thanks for your attention for this request.

Peter Hsu

From: Hsu, Ping P

Sent: Wednesday, March 28, 2012 12:34 PM

To: mayor@stpetebeach.org

Subject: Mayors in BIG-C: Rectangular Rapid Flash Beacon (RRFB) usage along Gulf Blvd.

Dear Mayors: Good afternoon.

Peter heard your requests for the usage of Rectangular Rapid Flash Beacon (RRFB) along Gulf Blvd -- for the past 2 years. I treated your RRFB requests seriously and I mentioned to you during previous BIG-C meetings, FDOT is working with our HQ + vendors to "make it happen".

As of today, our HQ is willing to consider the RRFB application along (state portion) Gulf Blvd. We will know the final decision very soon.

However, there is an issue to install RRFB along Gulf Blvd within your City limits --> FDOT will need a "maintenance agreement" with your City that your City will maintain them.

Would your City be willing to work with us for this "maintenance agreement"? If Yes, we will be able to work with you for the RRFB application within your City when our HQ approves our RRFB request.

I will ask our Pinellas maintenance yard engineer, Brian Bennett & his staff to follow up with you personally for this "maintenance agreement" request.

Thanks!

Sincerely,

Peter Hsu, P.E.

District Safety & Special Projects Engineer

Florida Department of Transportation

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a professional service agreement with Genesis Group for \$15,900 for landscape lighting design for medians on Gulf Blvd. and Blind Pass Rd.

Date: 09/12/12

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: In April of 2011, the City entered into a contract with Genesis Group to complete design on the Bayway, Gulf Blvd. Blind Pass Rd, and 75th Ave. landscaping in conjunction with FDOT Beautification Grants. The landscaping installation is in process. The next step is to design the electrical up-lighting of the new palm trees. This process will be just as in depth as the landscaping design. FDOT will need to grant approval for the design and installation. The City is focusing on the use of solar lighting in medians that do not already have established electrical service. This minimizes upfront capital improvement costs and long term electrical costs. Existing lighting in the medians on Blind Pass Rd. will be replaced. The existing lighting utilizes a design that is not suitable in a harsh saltwater environment with electrical ballasts buried below grade. Solar light installation does support the City's green initiatives and the City's Green Local Government certification.

Since Genesis Group is familiar with the project, landscape design, and FDOT process; staff recommends continuing their contract to encompass the electrical design. Funding for the project will be available from the Infrastructure Sales Surtax from the County that we will receive in FY 2013.

Requested Motion: "I move to authorize the City Manager to enter into a professional service agreement with Genesis Group for \$15,900 for landscape lighting design for medians on Gulf Blvd. and Blind Pass Rd."

Attachments: Genesis Group Scope of Work & Contract Agreement

Reviewed by
City Manager: MB



3910 US Hwy 301 North
Suite 140
Tampa, Florida 33619
Tel 813.620.4500
Fax 813.620.7165
www.GenesisGroup.com

August 30, 2012

Ms. Renee Cooper
CIP Construction Manager
City of St. Pete Beach
7581 Boca Ciega Drive
St. Pete Beach, FL 33706-1839

Sent via Email: r.cooper@stpetebeach.org

**RE: TASK ORDER REQUEST
PROJECT MANAGEMENT SERVICES - LIGHTING ENHANCEMENTS
GULF BLVD. & BLIND PASS ROAD
GG# 6140-003**

Dear Ms. Cooper:

GGI, LLC dba Genesis Group (GENESIS) is pleased to submit this Task Order request to provide the City of St. Pete Beach (CITY) with Professional Services for design of lighting enhancements to the medians along Gulf Blvd. & Blind Pass Rd. (SR 699), from Pinellas Bayway to north of 93rd Avenue.

It is our understanding that the CITY desires that each new Medjool Date Palm (installed under "Design of Citywide Landscape Improvements") within the project limits be provided with aesthetic uplighting. It is our understanding that the CITY also desires replacement of existing aesthetic uplighting fixtures (affixed to pre-existing Medjool Date Palms along Blind Pass Road) and replacement of these fixtures.

GENESIS will utilize and oversee the services of KBA Engineering, Inc. to provide design, construction documents and Construction Administration services for this assignment.

I. SCOPE OF SERVICES

This scope includes providing aesthetic uplighting for all palms planted in medians within the project limits. The CITY desires an LED fixture suitable for affixing to the trunk of each palm trunk (two (2) per tree) for use throughout the project limits. Construction drawings shall be prepared for one (1) lighting solution which will incorporate a combination of a) traditional power for eight (8) locations that are currently line voltage powered, and b) solar power sources (with battery storage) for all other locations.

While the project is a CITY project, it falls within FDOT rights of way and is subject to their review and approval.

A. BASE SHEETS

1. Base sheets for this project will be adapted from Electronic files from "Design of Citywide Landscape Improvements" prepared by GENESIS for the CITY.

2. GENESIS will provide electronic base sheet information to KBA Engineering.

B. MEETINGS

1. Attend a Project Kick-Off meeting with CITY Project Manager to clearly define the specifics of the CITY's goals for the project.
2. Attend one (1) design development meeting with the CITY to review the drawings/design.

C. CONSTRUCTION DOCUMENTS

1. Prepare construction documents in 11" x 17" format consisting of drawings and specifications for the landscape lighting systems. These shall include:
 - a. Designs for the typical solar powered lighting installations to be employed on the project, with an overall plan to indicate where each typical design shall be employed.
 - b. Designs for the line voltage powered installations specific to the existing conditions at each location.
 - c. Photometric design of the lighting systems in compliance with IESNA Recommended Practices and DOT requirements.
2. Provide Progress sets of the construction drawings for coordination during design development in PDF format.
3. Based upon comments received, refine and finalize Construction Plans.
4. Prepare and finalized Construction Plans.

D. CONSTRUCTION ADMINISTRATION

1. Shop drawing review.
2. Phone consultation as required.
3. Two (2) site visits at the request of the CITY.

E. PROJECT COORDINATION/OVERSIGHT

1. GENESIS will manage and coordinate the services provided by KBA Engineering for this project.
2. Oversee and direct broad design decisions, plans preparation, coordination, review and response to comments, and final construction documents.
3. Maintain consistent and clear communication with the CITY project manager.
4. Maintain consistent and clear communication with KBA Engineering.

5. Coordinate with FDOT District 7.
6. Attend all scheduled project meetings.
7. Submit Plans to CITY and FDOT for review and comment.
8. Meet with CITY and FDOT to review Plans and receive comments.
9. Prepare responses to comments, coordinate with KBA Engineering.
10. Submit finalized Construction Plans to the CITY and FDOT District 7 Landscape Architect.

II. CLIENT'S RESPONSIBILITIES

1. Authorization to proceed with the services outlined in this proposal.
2. Payment of any and all impact, review and permitting fees (if applicable).
3. Provide GENESIS with any available information regarding existing electrical service.
4. Provide GENESIS with any other information that may impact the design.
5. The CLIENT shall provide GENESIS with access to the site for activities necessary for the performance of the services.

III. SCHEDULE

Upon receipt of a fully executed copy of this Agreement, which shall constitute written Notice to Proceed, GENESIS shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

IV. COMPENSATION

Our fees for the described services are outlined in the following table. We have provided Lump Sum Fees for the services identified in the Scope of Work. Lump Sum Fees and/or Hourly Rates include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Our fee schedule is as follows:

FEE SCHEDULE

SCOPE OF BASIC SERVICES	LUMP SUM FEE
A. BASE SHEETS	\$1,000.00
B. MEETINGS	\$1,600.00
C. CONSTRUCTION DOCUMENTS	\$8,300.00
D. CONSTRUCTION ADMINISTRATION	\$1,500.00
E. PROJECT COORDINATION/OVERSIGHT	\$3,500.00
TOTAL	\$15,900.00

Note: The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal.

GENESIS shall submit invoices to the CLIENT on a monthly basis for the work accomplished based on our estimate of the approximate fee earned. Invoices shall be payable upon receipt of the invoice. GENESIS reserves the right to suspend all services on the CLIENT's project if an invoice remains unpaid 30 days after the date of the invoice. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of GENESIS. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay all collection costs, including reasonable attorney's fees. If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to renegotiation. Any change in such fees shall apply to the unfinished services as of the effective date of such change.

In the event the referenced project or the services of GENESIS called for under this Agreement is/are suspended, canceled or abandoned by the CLIENT, GENESIS shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

V. RETAINER

The CLIENT agrees to pay GENESIS a deposit of \$-0-, prior to the commencement of any work, which shall be credited against the final invoice.

VI. ADDITIONAL SERVICES

Services authorized by the CLIENT other than those specifically listed in the Scope of Services shall be considered Additional Services for which the CLIENT shall compensate GENESIS at current hourly rates for the actual personnel involved in the tasks (see attached Hourly Rate Schedule). Additional Services may include, but not be limited to, the following items:

- A. Phasing or master planning.
- B. Outdoor receptacles are not envisioned as being part of this project scope.
- C. Additional meetings or site visits over and above those specified will be scheduled on an as-needed basis with prior CLIENT approval and billed hourly.
- E. Additional field work and/or base sheet creation.
- F. Any redesign due to changes required in the event additional laws, regulations or policies are promulgated by governmental agencies subsequent to the date of this Agreement.
- G. Bidding or Construction Phase Services.
- H. In the event changes are requested by the CITY or FDOT once a phase of work is complete, all work connected therewith shall be treated as additional services and paid for accordingly.

- I. Permitting or coordination other than with CITY Project Manager and FDOT Landscape Architect.
- J. Work Zone traffic Control – Contractor Responsibility.
- K. Any work associated with traffic studies and any work associated with modifications to existing roadways.
- L. Requests for waivers from City/County Land Development Code and other City/County/FDOT Regulations or Ordinances.
- M. Requests for design Exceptions or Variances.
- N. Any work associated with utilities, drainage studies, or any offsite surveying.
- O. Any Environmental Science services.
- P. Subsurface utility location / survey services.

VII. INDEMNIFICATION

The CLIENT shall indemnify and hold harmless GENESIS and all of its personnel and subconsultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees and costs associated with such claims) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except GENESIS), or anyone for whose acts any of them may be liable.

VIII. RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and GENESIS, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, GENESIS' total liability to the CLIENT for injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, shall not exceed the professionals limits of liability, which are currently \$1 million per claim with a \$2 million annual aggregate.

IX. MEDIATION

In the event of a dispute regarding any of the Parties' obligation hereunder, the Parties shall, no less than 90 days prior to the initiation of litigation relating to any such dispute, engage in pre-suit mediation.

Unless the parties mutually agree otherwise in writing, the said pre-suit mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

X. MISCELLANEOUS PROVISIONS

The Parties expressly waive their rights to claim consequential damages of any kind, nature or species which relate to the performance of obligations by either Party to this agreement.

XI. REUSE OF DOCUMENTS

All documents prepared or furnished by GENESIS (and GENESIS' independent professional subconsultants) pursuant to this Agreement are instruments of service in respect of the project and GENESIS shall retain an ownership and property interest therein. The CLIENT may make and retain copies of information and reference in connection with the use and occupancy of the project by the CLIENT and others; however, such documents shall not be used by the CLIENT or others for any other endeavor without written consent of GENESIS. Any reuse without written verification or adaptation by GENESIS for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to GENESIS, and the CLIENT shall indemnify and hold harmless GENESIS and GENESIS' independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

XII. APPLICABLE LAWS

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida.

In the event of litigation regarding the Parties' obligations hereunder, the Parties expressly agree venue for such litigation shall be conducted in the county in which the Project is situated.

This proposal represents the entire understanding between us with respect to the project and may only be modified in writing, signed by both parties. If you have any questions regarding our fee proposal, please call so we can clarify or revise our understanding of the project scope. GENESIS appreciates the opportunity to submit this proposal, and we look forward to providing you with the professional services requested.

Yours to count on,

GENESIS GROUP

James S. Gilman, RLA, ISA, AICP, LEED®AP Date
Senior Landscape Architect
Project Manager

Bruce T. Kaschyk, AICP Date
Tampa Division Manager
Senior Vice President

The signature below authorizes the work herein described and does so on behalf of the Signatory and on behalf of the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land.

ACCEPTED BY:

Client Signature
City of St. Pete Beach
Phone: 727.363.9254

Typed Name and Title Date



Standard Hourly Rate Schedule

(Valid through December 31, 2012)

	<u>Range</u>	
Director	\$200.00	- \$250.00
<u>Engineers</u>		
Principal/Officer – Professional Engineer	\$150.00	- \$210.00
Engineering Department Manager	\$130.00	- \$155.00
Senior Professional Engineer	\$110.00	- \$130.00
Professional Engineer	\$ 90.00	- \$120.00
Project Engineer	\$ 80.00	- \$110.00
Engineer Intern	\$ 60.00	- \$ 85.00
Graduate Engineer	\$ 50.00	- \$ 70.00
<u>Technicians</u>		
Supervisory Technician	\$ 90.00	- \$120.00
Senior Technician	\$ 65.00	- \$ 90.00
Design Technician	\$ 45.00	- \$ 75.00
Technician	\$ 35.00	- \$ 50.00
Permit Specialist	\$ 35.00	- \$ 55.00
Technician Trainee	\$ 25.00	- \$ 40.00
<u>GIS</u>		
Senior Spatial Analyst	\$110.00	- \$125.00
Spatial Analyst	\$ 85.00	- \$105.00
GIS Specialist	\$ 40.00	- \$ 65.00
<u>Landscape Architects</u>		
Principal/Officer – Professional Landscape Architect	\$115.00	- \$200.00
Landscape Architect Department Manager	\$115.00	- \$155.00
Senior Professional Landscape Architect	\$ 95.00	- \$125.00
Project Manager Landscape Architect	\$ 80.00	- \$110.00
Professional Landscape Architect	\$ 70.00	- \$100.00
Senior Landscape Designer	\$ 70.00	- \$ 95.00
Landscape Designer	\$ 45.00	- \$ 75.00
<u>Planners</u>		
Principal/Officer – Land Planner	\$150.00	- \$215.00
Planning Department Manager	\$100.00	- \$140.00
Senior Planner	\$ 85.00	- \$125.00
Planning Project Manager	\$ 70.00	- \$100.00
Professional Planner	\$ 70.00	- \$ 90.00
Project Planner	\$ 40.00	- \$ 60.00
Site Planner II	\$ 70.00	- \$ 95.00
Site Planner I	\$ 45.00	- \$ 75.00



Standard Hourly Rate Schedule

(Valid through December 31, 2012)

	<u>Range</u>		
<u>Surveyors</u>			
Survey Department Manager	\$100.00	-	\$145.00
Senior Professional Surveyor & Mapper	\$ 80.00	-	\$110.00
Registered Professional Surveyor & Mapper	\$ 60.00	-	\$ 90.00
Land Surveyor in Training (LSIT)	\$ 50.00	-	\$ 95.00
Five-Person Survey Crew	\$165.00	-	\$225.00
Four-Person Survey Crew	\$140.00	-	\$190.00
Three-Person Survey Crew	\$115.00	-	\$155.00
Two-Person Survey Crew	\$ 95.00	-	\$125.00
<u>Administration</u>			
Programmer / Web Designer	\$100.00	-	\$120.00
Executive Administrative Assistant	\$ 50.00	-	\$ 70.00
Senior Administrative Assistant	\$ 50.00	-	\$ 75.00
Administrative Assistant	\$ 40.00	-	\$ 50.00
Office Assistant	\$ 35.00	-	\$ 45.00
Receptionist	\$ 30.00	-	\$ 40.00
<u>Construction Engineering & Inspection (CE&I)</u>			
Senior Project Engineer	\$115.00	-	\$160.00
Project Administrator	\$100.00	-	\$120.00
Senior Inspector	\$ 65.00	-	\$ 85.00
Contract Support Specialist	\$ 60.00	-	\$ 80.00
Associate Contract Support Specialist	\$ 50.00	-	\$ 70.00
Inspector	\$ 55.00	-	\$ 70.00
Inspector Aid	\$ 35.00	-	\$ 55.00
CEI Secretary	\$ 30.00	-	\$ 50.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to, such items as:

Courier Service	Government Permitting Fees
Maps / GIS Data	Printing, Copies and Plotting
Mileage, Parking Fees & Tolls	Subconsultant Fees
Postage and Express Mail	Telephone and Conference Calls
Scanning	Miscellaneous Services
Travel expenses (lodging and per diem)	

Survey Supplies include, but are not limited to:

Concrete Monuments	Iron Rods
Laths	Stakes

St. Pete Beach City Commission
Agenda Report

Issue Considered: Approval to close 8th Ave 10/13/12 for a Block Party.

Date: 9/12/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The Pieces of Eighth Association requested to close 8th Ave from Pass-a-Grille Way to Gulf Way on 10/20/12 for a 8th Ave Block Party and City Commission approved at the 8/14/12 meeting. However, this date conflicts with the Fish Broil so they are requesting the date be moved to 10/13/12. Street closure requests require the approval of the City Commission. This special event has been approved in the past.

Requested Motion: "I move to approve the closure of 8th Ave 10/13/12 for a Block Party

Attachments: Special Event Permit Application

Reviewed by
City Manager: MB

Complete and return to:
Catherine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:

Date Received: _____

Permit Number: 2011-_____

SPECIAL EVENT PERMIT APPLICATION

Name of Event 8TH AVE BLOCK PARTY 
Date of Event JUNE 30TH 2012 + 10/20/12 Time 5 PM - 10 PM
Event Location 8TH AVE PIRATA GRILL
Applicant Name: PIRATES OF EIGHTH ASSOCIATION Telephone # 727-744-3224
Email Address: BILL HERPSON@YAHOO.COM Mailing Address: 118 8TH AVE SPB. FL 33706
Organization SAME Estimated Attendance 500

Please attach a cover letter describing the activities for the event, along with proof of liability insurance. The City Manager may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City Manager/City Commission according to the intensity of the event.

Do you request Co-Sponsorship? Yes ☒ No ☒ If yes, please fill out page 6. (Co-sponsorship requires City Commission approval)

DO YOU REQUEST ANY OF THESE ACTIVITIES? Please checkmark ☒ all that apply.

☐ Signage	☐ Food Sales (Additional DBPR Permit Required)
☐ Retail Vending	☐ Banner
☐ Fireworks	☒ Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐ Bonfire	☐ Cookout
☐ Aircraft Landing	☐ Temporary Structure (i.e.: Tent, Stage, Etc.)
☐ Street Closure	☐ On-Site Medical Team
☐ Electricity	☐ Traffic/Crowd Control
☐ Trailer On Site	☐ Vehicles On The Beach

Other _____
A map must be provided denoting all above referenced areas of activity. The appropriate attached forms must also be completed.

FEE SCHEDULE:

Special Event Permit Fee \$20.00 Type 1 Events, \$50.00 Type 2 Events, \$500.00 Type 3 Events
Non-Profit Activities No Fee Upon Proof Of Non-Profit Status

The City Administration reserves the right to require a two (2) weeks notice for all special events request. If City Commission approval is required four (4) weeks notice is required for agenda placement. This application along with any other required information must be submitted to the Community Development Department for review. Applications must be approved by all affected departments prior to final approval. Any stipulations required by the City Manager, City Staff and/or City Commission shall be met.

I hereby certify that I/we will be responsible for the preservation, sanitation and cleanup of the areas used for the special event. Additionally, I/we certify that there are no misrepresentations in the foregoing statements and answers.

William Herpson
Applicant Signature

6/20/12
Date



REQUEST FOR CITY CO-SPONSORSHIP (Resolution 92-16)

If you are requesting a street closure, you are requesting co-sponsorship. Please turn in your application materials 45 days prior to the event so that the request can be placed on the City Commission agenda.

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event.

Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: PIECES OF EIGHTH ASSO INC
Description of Event: BLOCK PARTY

Are you requesting:

1. Money? Yes ☐ No ☒ Amount requested _____
2. In-kind services? Yes ☐ No ☒ _____
3. City supplies? Yes ☒ No ☐ _____
4. Describe services/supplies requested: Is this event sponsored by a charitable or non-profit organization?
BARMEN & TRASH CANS

If yes, what is the name of the charity or non-profit organization?

PIECES OF EIGHTH ASSO INC
(A letter of authorization is required from the charitable/non-profit organization).

Is this fund-raiser for the non-profit organization? If yes, proof of a permit from the Department of Consumer Protection is required.

YES

What percent of the gross proceeds will go to the non-profit organization?

100%

Are you receiving funding from other sources? If yes, who?

NO

Do you presently have any outstanding balances due to the City of St. Pete Beach? If yes, describe _____

NO

Will this be an annual event? Yes ☒ No ☐

Will this event be recurring later this year? Yes ☒ No ☐

If yes, when? 10/20/12

Will this event will be open to the public? Yes ☒ No ☐

If yes, how will it be advertised? BANNER & FACEBOOK

How will this event benefit the residents of St. Pete Beach?

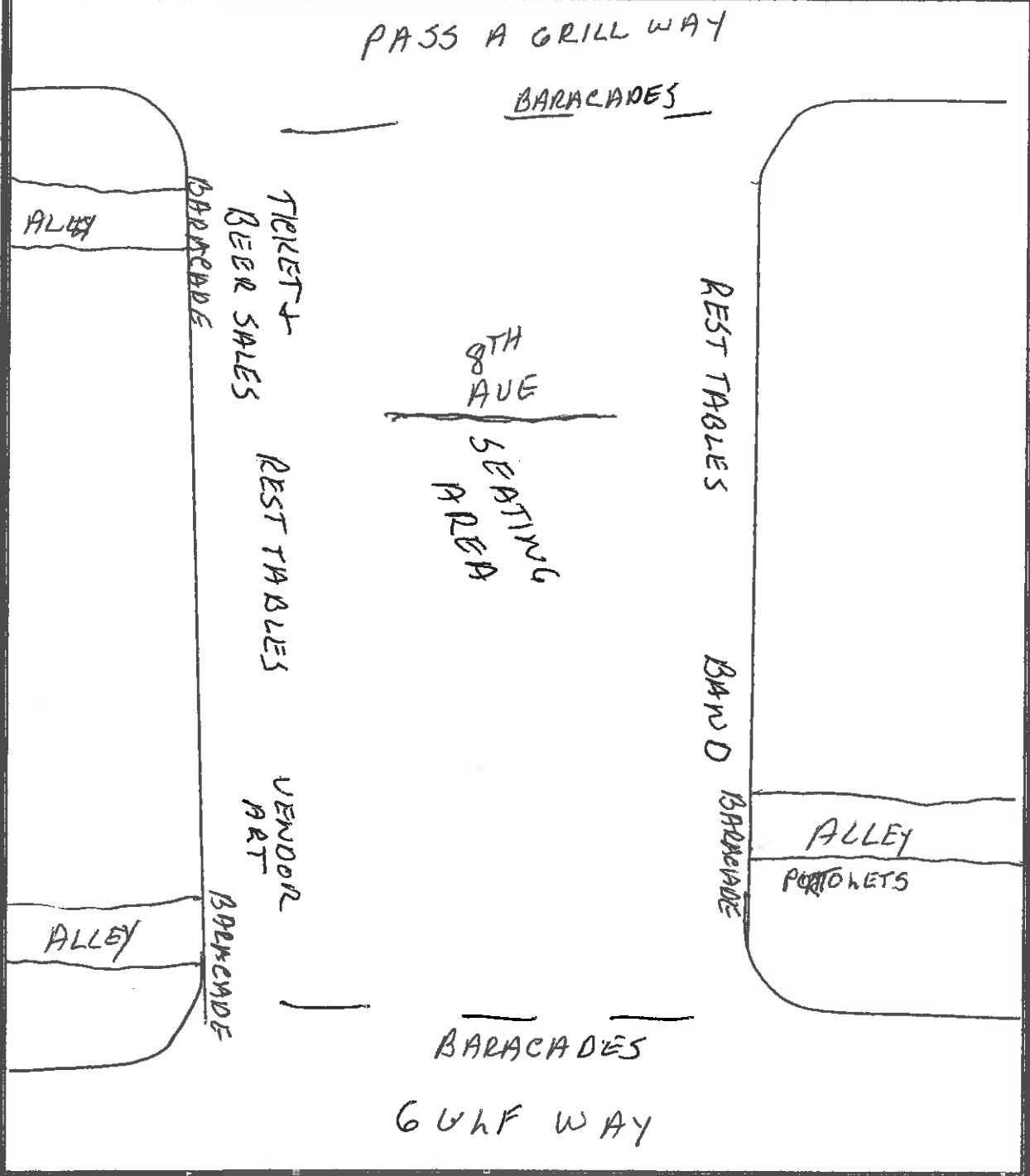
PROCEEDS TO BENEFIT 8TH AVE 15' LIGHTS & TRILLES
ALREADY INSTALLED

SECTION 5 - DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED

Business Name (D/B/A) or Name of Event

PIECES OF EIGHTH ASS. INC. BLOCK PARTY

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan.



St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a contract with Waste Services, Inc. (WSI), a Progressive Waste Solutions Company, to provide citywide solid waste services.

Date: 9/12/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City's solid waste services contract expires 9/30/12. A Request for Proposals (RFP) was drafted and bids were opened 8/3/12. A copy of the RFP is available on the City's webpage under Current City Projects. The selection committee consisted of the CIP Construction Manager Renee Cooper, Operations Manager Mike Maxemow, Administrative Services Assistant Connie Kest and myself. In addition to price the following was considered in the evaluation of the proposals:

- The ability, capacity and skill of the Bidder to perform the contract.
- The character, integrity and reputation of the Bidder.
- The performance of previous contracts.
- The sufficiency of the financial resources and ability of the Bidder to perform the contract.
- The ability of the Bidder to provide future service for the use of the term of the contract.
- Any other factors determined to be pertinent to the proposal or the delivery and service of contract.

Four (4) proposals were received and the selection committee rated them as follows:

- WSI 2325
- Waste Management 2205
- Waste Pro 2161
- County Recycling Did not meet RFP requirements

The City has been negotiating with WSI over a few of the contract terms, but we expect to be in agreement prior to the City Commission meeting. Any changes will be reviewed by the City Manager and City Attorney and incorporated into the contract prior to signing.

Requested Motion: "I move to authorize the City Manager to enter into a contract with Waste Services, Inc. (WSI), a Progressive Waste Solutions Company, to provide citywide solid waste services."

Attachments: Bid Tab
Contract

Reviewed by
City Manager: MB

Solid Waste Bid Schedule

Quantities	Customers	WSI	Waste Mgmt	Waste Pro	Current
residential curbside	2147	\$ 25,334.60	\$ 25,764.00	\$ 22,522.03	\$ 27,052.20
residential backdoor	1156	\$ 14,565.60	\$ 22,542.00	\$ 16,172.44	\$ 18,380.40
residential can units off season	3				
rear load commercial cans	111				
front end commercial cans	185				
TOTAL per month		\$ 39,900.20	\$ 48,306.00	\$ 38,694.47	\$ 45,432.60

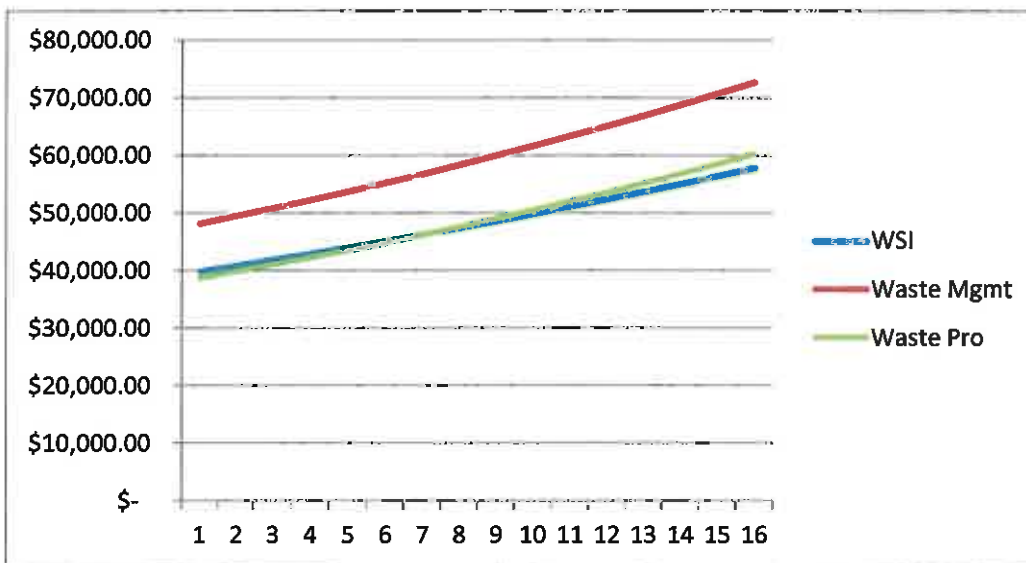
City facilities commercial cans					
RL/FE commercial cans	11				
roll off	1				
city facility bins/carts	16				
beach cans on the sand	75				
beach recycle cans	74				
city street cans	229				
city park cans	58				
TOTAL per month		\$ 4,995.00	\$ 8,750.00	\$ 24,761.00	\$ 5,659.08

Service	Current	WSI	Waste Mgmt	Waste Pro
residential				
curbside	\$ 12.60	\$ 11.80	\$ 12.00	\$ 10.49
backdoor	\$ 15.90	\$ 12.60	\$ 19.50	\$ 13.99
seasonal service (Decrease)	\$ 5.50	\$ 5.00	\$ 6.00	\$ 4.99
recycle bins	\$ -	\$ -	\$ -	\$ -
yard waste	\$ -	\$ -	\$ -	\$ -
commercial				
can service curbside (5-10 cans)	\$ 28.89	\$ 25.00	\$ 80.00	\$ 24.99
can service backdoor (5-10 cans)	\$ 34.66	\$ 30.00	\$ 105.00	\$ 29.99
recycle containers	\$ -	\$ -	\$ 80.00	\$ 19.49
public/city properties				
street, beach and park cans	\$ 5,577.00	\$ 4,995.00	\$ 7,250.00	\$ 20,762.00
beach recycling cans	\$ -	\$ -	\$ 1,500.00	\$ 3,999.00
mulch delivery (2 sites)	\$ -	\$ -	\$ -	\$ -
special events	\$ -	\$ -	\$ -	\$ -
recycling city building	\$ 82.08	\$ -	\$ -	\$ -
dumpsters/roll offs city property	\$ -	\$ -	\$ -	\$ -

	WSI	Waste Mgmt	Waste Pro
Annual Rate Adjustment	*CPI	2.75%	3.00%
	* Not to exceed 2.5%		

Residential Long Term Cost - Factoring in Annual Fee Adjustments
 (Assumes a 2.5% CPI for WSI)

Year	WSI	Waste Mgmt	Waste Pro
2012	\$ 39,900.20	\$ 48,306.00	\$ 38,694.47
2013	\$ 40,897.71	\$ 49,634.42	\$ 39,855.30
2014	\$ 41,920.15	\$ 50,999.36	\$ 41,050.96
2015	\$ 42,968.15	\$ 52,401.84	\$ 42,282.49
2016	\$ 44,042.36	\$ 53,842.89	\$ 43,550.97
2017	\$ 45,143.41	\$ 55,323.57	\$ 44,857.50
2018	\$ 46,272.00	\$ 56,844.97	\$ 46,203.22
2019	\$ 47,428.80	\$ 58,408.21	\$ 47,589.32
2020	\$ 48,614.52	\$ 60,014.43	\$ 49,017.00
2021	\$ 49,829.88	\$ 61,664.83	\$ 50,487.51
2022	\$ 51,075.63	\$ 63,360.61	\$ 52,002.13
2023	\$ 52,352.52	\$ 65,103.03	\$ 53,562.20
2024	\$ 53,661.33	\$ 66,893.37	\$ 55,169.06
2025	\$ 55,002.87	\$ 68,732.93	\$ 56,824.13
2026	\$ 56,377.94	\$ 70,623.09	\$ 58,528.86
2026	\$ 57,787.39	\$ 72,565.22	\$ 60,284.72
TOTAL	\$ 773,274.85	\$ 954,718.79	\$ 779,959.84



Commercial Container Monthly Rates
Front Loader (185 Customers)

Current

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 48.94	\$ 85.59	\$ 126.76	\$ 166.96	\$ 204.76	\$ 245.13	\$ 11.68
3 cubic yard	\$ 59.83	\$ 122.26	\$ 178.05	\$ 234.04	\$ 289.96	\$ 346.04	\$ 17.54
4 cubic yard	\$ 80.12	\$ 150.16	\$ 217.23	\$ 284.30	\$ 354.35	\$ 424.60	\$ 23.39
6 cubic yard	\$ 108.61	\$ 201.20	\$ 293.81	\$ 386.40	\$ 479.03	\$ 571.62	\$ 35.05
8 cubic yard	\$ 137.46	\$ 253.45	\$ 370.52	\$ 488.51	\$ 603.66	\$ 721.50	\$ 46.76

WSI

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 49.71	\$ 99.42	\$ 149.13	\$ 198.83	\$ 248.54	\$ 298.25	\$ 45.00
3 cubic yard	\$ 71.45	\$ 142.89	\$ 214.34	\$ 285.78	\$ 357.23	\$ 428.67	\$ 50.00
4 cubic yard	\$ 95.26	\$ 190.52	\$ 285.78	\$ 381.04	\$ 476.30	\$ 571.56	\$ 65.00
6 cubic yard	\$ 128.60	\$ 257.20	\$ 385.80	\$ 514.40	\$ 643.01	\$ 771.61	\$ 75.00
8 cubic yard	\$ 140.29	\$ 280.58	\$ 420.88	\$ 561.17	\$ 701.46	\$ 841.75	\$ 95.00

Waste Mgmt

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 66.25	\$ 132.50	\$ 198.75	\$ 265.00	\$ 331.25	\$ 397.49	\$ 66.25
3 cubic yard	\$ 99.37	\$ 198.75	\$ 298.12	\$ 397.49	\$ 496.87	\$ 596.24	\$ 99.37
4 cubic yard	\$ 132.50	\$ 265.00	\$ 397.49	\$ 529.99	\$ 662.49	\$ 794.99	\$ 132.50
6 cubic yard	\$ 198.75	\$ 397.49	\$ 596.24	\$ 794.99	\$ 993.74	\$ 1,192.48	\$ 198.75
8 cubic yard	\$ 265.00	\$ 529.99	\$ 794.99	\$ 1,059.98	\$ 1,324.98	\$ 1,589.98	\$ 265.00

Waste Pro

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 51.39	\$ 100.36	\$ 147.68	\$ 193.79	\$ 238.77	\$ 282.36	\$ 30.00
3 cubic yard	\$ 67.73	\$ 134.42	\$ 199.29	\$ 262.60	\$ 324.35	\$ 386.10	\$ 35.00
4 cubic yard	\$ 90.31	\$ 179.23	\$ 265.72	\$ 350.13	\$ 432.47	\$ 514.80	\$ 40.00
6 cubic yard	\$ 134.68	\$ 266.24	\$ 396.24	\$ 521.04	\$ 644.80	\$ 762.84	\$ 45.00
8 cubic yard	\$ 164.67	\$ 325.17	\$ 479.44	\$ 633.71	\$ 781.73	\$ 923.52	\$ 50.00

Commercial Container Monthly Rates
Rear Loader (111 customers)

Current

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 60.22	\$ 111.63	\$ 165.95	\$ 234.05	\$ 290.80	\$ 369.20	\$ 11.88
3 cubic yard	\$ 72.69	\$ 138.59	\$ 202.41	\$ 234.68	\$ 372.39	\$ 442.63	\$ 17.81
4 cubic yard	\$ 89.55	\$ 167.98	\$ 248.69	\$ 353.77	\$ 434.51	\$ 554.16	\$ 23.75
6 cubic yard	\$ 121.67	\$ 228.50	\$ 335.36	\$ 475.45	\$ 589.43	\$ 722.39	\$ 35.62
8 cubic yard	\$ 145.77	\$ 276.01	\$ 404.44	\$ 576.96	\$ 728.32	\$ 832.03	\$ 47.50

WSI (same as current fees)

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 60.22	\$ 111.63	\$ 165.95	\$ 234.05	\$ 290.80	\$ 369.20	\$ 45.00
3 cubic yard	\$ 72.69	\$ 138.59	\$ 202.41	\$ 234.68	\$ 372.39	\$ 442.63	\$ 50.00
4 cubic yard	\$ 89.55	\$ 167.98	\$ 248.69	\$ 353.77	\$ 434.51	\$ 554.16	\$ 65.00
6 cubic yard	\$ 121.67	\$ 228.50	\$ 335.36	\$ 475.45	\$ 589.43	\$ 722.39	\$ 75.00
8 cubic yard	\$ 145.77	\$ 276.01	\$ 404.44	\$ 576.96	\$ 728.32	\$ 832.03	\$ 95.00

Waste Mgmt

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 66.25	\$ 132.50	\$ 198.75	\$ 265.00	\$ 331.25	\$ 397.49	\$ 66.25
3 cubic yard	\$ 99.37	\$ 198.75	\$ 298.12	\$ 397.49	\$ 496.87	\$ 596.24	\$ 99.37
4 cubic yard	\$ 132.50	\$ 265.00	\$ 397.49	\$ 529.99	\$ 662.49	\$ 794.99	\$ 132.50
6 cubic yard	\$ 198.75	\$ 397.49	\$ 596.24	\$ 794.99	\$ 993.74	\$ 1,192.48	\$ 198.75
8 cubic yard	\$ 265.00	\$ 529.99	\$ 794.99	\$ 1,059.98	\$ 1,324.98	\$ 1,589.98	\$ 265.00

Waste Pro

Container Size	1xweek	2xweek	3xweek	4xweek	5xweek	6xweek	Extra Dump
2 cubic yard	\$ 65.61	\$ 121.51	\$ 174.72	\$ 243.01	\$ 299.43	\$ 379.08	\$ 30.00
3 cubic yard	\$ 82.16	\$ 163.28	\$ 242.97	\$ 321.36	\$ 398.45	\$ 474.34	\$ 35.00
4 cubic yard	\$ 107.64	\$ 215.28	\$ 322.92	\$ 430.56	\$ 538.20	\$ 645.84	\$ 40.00
6 cubic yard	\$ 161.46	\$ 322.92	\$ 484.38	\$ 645.84	\$ 807.30	\$ 968.76	\$ 45.00
8 cubic yard	\$ 215.28	\$ 430.56	\$ 645.84	\$ 861.12	\$ 1,076.40	\$ 1,291.68	\$ 50.00

Commercial Compactor & Roll Off Rates

Service	WSI	Waste Mgmt	Waste Prop
Pinellas County Disposal	\$ 37.50	\$ 37.50	\$ 37.50
Roll Off Disposal	\$ 37.50	\$ 37.50	\$ 37.50

Service	WSI	Waste Mgmt	Waste Prop
Commercial Bulk	\$ 5.00	\$ 50.00	\$ 5.49
Roll Offs	\$ -	\$ 5.00	\$ 1.50
Compactors	\$ 14.00	Negotiable	Lease Only
Wash Out Fee	\$ 50.00	\$ 50.00	\$ 199.00
Swab Out Fee	\$ 25.00	\$ 125.00	\$ 34.49
Relocate Fee	\$ 25.00	\$ 95.00	\$ 75.00
Trip Charge	\$ 25.00	\$ 125.00	\$ 75.00

Service	WSI	Waste Mgmt	Waste Prop	Current
Roll Off Haul Rate	\$ 135.00	\$ 195.00	\$ 155.00	\$ 140.88
Roll Off Delivery Rate	\$ -	\$ 75.00	\$ 75.00	
Compactor Rates	\$ 135.00	\$ 195.00	\$ 175.00	

Front & Rear Compaction Rates

WSI

size	1 per week	2 per week	3 per week	5 per week	7 per week
4 yard	\$ 245.77	\$ 491.54	\$ 737.31	\$ 1,228.85	\$ 1,720.40
6 yard	\$ 368.66	\$ 737.31	\$ 1,105.97	\$ 1,843.28	\$ 2,580.59
8 yard	\$ 491.54	\$ 983.08	\$ 1,474.62	\$ 2,457.71	\$ 3,440.79

Waste Mgmt

size	1 per week	2 per week	3 per week	4 per week	5 per week	6 per week
4 yard	\$ 181.21	\$ 362.42	\$ 543.63	\$ 724.84	\$ 906.05	\$ 1,268.47
6 yard	\$ 271.82	\$ 543.63	\$ 815.45	\$ 1,087.26	\$ 1,359.08	\$ 1,902.71
8 yard	\$ 362.42	\$ 724.84	\$ 1,087.26	\$ 1,449.68	\$ 1,812.11	\$ 2,536.95

Waste Pro

size	1 per week	2 per week	3 per week	5 per week	7 per week
4 yard	\$ 225.77	\$ 448.08	\$ 664.30	\$ 1,081.18	\$ 1,529.26
6 yard	\$ 336.70	\$ 665.60	\$ 990.60	\$ 1,612.00	\$ 2,277.60
8 yard	\$ 411.68	\$ 812.93	\$ 1,198.60	\$ 1,954.33	\$ 2,767.26

VII.

**CITY OF ST. PETE BEACH
SOLID WASTE CONTRACT**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2012 by and between the City of St. Pete Beach, a political subdivision of the State of Florida, hereinafter referred to as the "City", represented by its City Commission and City Manager, and _____ hereinafter referred to as the "Contractor".

Witnesseth:

WHEREAS, City has previously determined it has a need for Solid Waste Services; and

WHEREAS, City solicited competitive proposals for such services pursuant to the RFP; and

WHEREAS, City awarded the Proposal to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

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

1. **Services to be performed.** The contractor hereby agrees to provide the City with Solid Waste Services as requested and more specifically outlined in the RFP, this agreement and all subsequent official documents that form the Contract Documents for this Contract.
2. **Time of Service.** Services shall be performed in a timely manner as specified in the RFP.
3. **Term of Agreement/Option of Renewal.** This contract shall be in effect for seven (7) years from the date of contract execution. This contract may be renewed subject to execution of a written agreement between the City and successful proposer for up to (4) four, two (2) year terms beyond the primary contract period, for a total of eight (8) years. This option shall be exercise only if all parties, terms, and conditions remain the same, and approval is granted by the City Commission
4. **Amendment of the Contract.** This Contract may be amended only by a mutual written agreement of the parties.
5. **Assignments/Subcontracting.** The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City.
6. **Cancellation.** The City reserves the right to cancel this contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
7. **Compensation.** Customers shall directly pay the Contractor as specified in the RFP. Prices shall remain firm for the duration of the contract.
8. **Fees.** The Contractor shall directly pay the City a yearly fee of twenty thousand dollars (\$20,000) due on the first day of each contract year, October 1st.
9. **Permits/Licenses.** Contractor must secure and maintain any and all permits and licenses required to complete this contract.
10. **Audit.** The Contractor shall retain all records relating to this contract for a period of at least three (3) years after contract completion. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
11. **Minimum Insurance Requirements.** The contractor must maintain insurance in at least the amounts required in the RFP throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with the Insurance Requirements evidencing such coverage prior to issuance of this contract or commencement of any work under this contract.
12. **Indemnification.** Contractor shall indemnify, pay the cost of defenses, including attorneys' fees, and hold harmless the City from all suits, actions or any character brought on account of

any injuries or damages received or sustained by any person, persons or property by or from said Contractor; or by, or in consequence of any neglect in safeguarding the work, or by the use of unacceptable materials in the construction of improvements, or on account of any act or omission, neglect or misconduct of the said Contractor; or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree only such injury or damage shall have been occasioned by the sole negligence of the City. The first ten (\$10) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

13. **Governing Law.** The laws of the State of Florida shall govern this Agreement
14. **Independent Contractor Status and Compliance with the Immigration Reform Control Act of 1986.** The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the City. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324 et.seq; and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract at the discretion of the City.
15. **Severability.** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or conditions held to be illegal or void renders the balance of the agreement to be impossible of performance.
16. **Documents Comprising Contract.** The contract shall include this agreement for Solid Waste Services, as well as the following documents which are incorporated herein by reference.
 - a. The City of St. Pete Beach's Request for proposal and all of its addenda and attachments issued on June 29th, 2012.
 - b. Contractor's Certificate of Insurance.
 - c. Contractor's Bond.
 - d. Contractor's Bid.
 - e. This Contract

If there is a conflict between the terms of this agreement and the above referenced documents then the conflict shall be resolved as follows: the terms of this RFP shall supersede over the other documents, and the terms of the remaining documents shall be given preference herein the above listed order.

IN WITNESS THEREFORE, the respective contracting parties have caused these presents to be executed according to law on the day and year first written above.

Contractor

CITY OF ST. PETE BEACH, FLORIDA

BY _____
Authorize Representative

BY _____
City Manager

Name, Title (typed or printed)

Approved as to form:

Attest:

City Attorney

City Clerk

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ordinance 2012-13, Final Reading and Public Hearing, providing that wastewater rates be reviewed annually during fiscal year budget preparation and adjustments recommended to City Commission based on monies needed to pay Wastewater Enterprise Fund expenditures.

Date: 9/12/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City has implemented the wastewater rate adjustments for 2009, 2010 and 2011 and they are no longer needed in the Code of Ordinances. The current wastewater rates are now found in Appendix A – Fee Schedule of the Code of Ordinances. The wastewater rates are already reviewed annually. Ordinance 2012-13 simply underlines this fact.

Requested Motion: “I move to approve Ordinance 2012 -13... (read title.)”

Attachments: Ordinance 2012-13

Reviewed by
City Manager: _____

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE 2012-13

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF SUBSECTION (e) OF SECTION 86-31 OF THE CODE OF ORDINANCES OF THE CITY, PERTAINING TO WASTEWATER USE CHARGES; PROVIDING FOR ANNUAL WASTEWATER RATE REVIEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the wastewater rate adjustments for 2009, 2010 and 2011 were implemented; and

WHEREAS, Ordinance 2012-03 was approved and incorporated the current wastewater rates into Appendix A – Fee Schedule of the Code of Ordinances; and

WHEREAS, wastewater rates are reviewed annually during fiscal year budget preparation and adjustments are recommended to City Commission based on monies needed to pay Wastewater Enterprise Fund expenditures; 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;

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

Section 1. Subsection (e) of Section 86-31 of the Code of Ordinances of the City of St. Pete Beach, Florida, pertaining to wastewater use charges, is hereby amended as follows:

Sec. 86-31. – Wastewater (Sewer) charges established

~~(1) As of January 1, 2009. Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the City. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:~~

~~*Residential base rate* — \$16.80 \$21.97 for the first three thousand (3,000) gallons, or fraction thereof, of potable water used per residential unit.~~

~~*Residential excess rate* — \$5.60 \$7.25 for each one thousand (1,000) gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.~~

~~*Commercial base rate* — \$16.80 \$21.97 for the first three thousand (3,000) gallons, or fraction thereof, of potable water used by the customer.~~

~~Commercial excess rate — \$5.60 \$7.25 for each one thousand (1,000) gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.~~

- ~~(2) As of January 1, 2010. Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the City. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:~~

~~Residential base rate — \$21.98 \$23.61 for the first three thousand (3,000) gallons, or fraction thereof, of potable water used per residential unit.~~

~~Residential excess rate — \$7.25 \$7.79 for each one thousand (1,000) gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.~~

~~Commercial base rate — \$21.98 \$23.61 for the first three thousand (3,000) gallons, or fraction thereof, of potable water used by the customer.~~

~~Commercial excess rate — \$7.25 \$7.79 for each one thousand (1,000) gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.~~

- ~~(3) As of January 1, 2011. Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the City. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:~~

~~Residential base rate — \$24.34 \$25.36 for the first three thousand (3,000) gallons, or fraction thereof, of potable water used per residential unit.~~

~~Residential excess rate — \$8.03 \$8.37 for each one thousand (1,000) gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.~~

~~Commercial base rate — \$24.34 \$25.36 for the first three thousand (3,000) gallons, or fraction thereof, of potable water used by the customer.~~

~~Commercial excess rate — \$8.03 \$8.37 for each one thousand (1,000) gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.~~

(e) The City Manager or his/her designee shall review wastewater rates annually during fiscal year budget preparation and recommend any needed adjustments to City Commission to ensure revenue is secured to pay all needed Wastewater Enterprise Fund expenditures.

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

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

Section 6. This Ordinance shall become effective upon passage.

Steve
McFarlin, MAYOR

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

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

Issue Considered: Final Reading for Ordinance 2012-14, providing for amendment of the Land Development Code deleting all references to the City's Coastal Construction Excavation Setback Line.

Date: September 12, 2012

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

Summary of Issue: The ordinance removes all references to the City's Coastal Construction Excavation Setback Line. By doing so, the default rear yard setback for the Large Resort District will be the Florida Coastal Construction Control Line, which also is the demarcation of the Preservation Land Use and Zoning categories.

The removal of the text to the Code does not relieve an applicant from dune or beach vegetation protection in the Land Development Code.

The City Commission approved this ordinance on 1st reading on August 28, 2012.

Requested Motion: "I move to approve Ordinance 2012-14 (read title)"

Attachments: Copy of Ordinance 2012-14

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH

ORDINANCE NO. 2012-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE LAND DEVELOPMENT CODE AS IT RELATES TO THE CITY COASTAL CONSTRUCTION EXCAVATION SETBACK LINE; DELETING ALL REFERENCES TO SAID LINE; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach established a Coastal Construction Excavation Setback Line in 1972 to protect the City's natural resources; and

WHEREAS, the State of Florida established a Coastal Construction Line in 1978 to protect coastal resources throughout the State of Florida; and

WHEREAS, the need for the City's Coastal Construction Excavation Setback Line has become obsolete over the last 30 years, as the accretion and avulsion of the sand changes over time; and

WHEREAS, The Planning Board, acting as the Local Planning Agency, conducted a public hearing regarding these changes on July 31, 2012, noticed pursuant to Florida Statute and Division 3 of the Land Development Code, and unanimously recommended approval of the proposed changes; and

WHEREAS, The City Commission of the City of St. Pete Beach conducted public hearings on August 28, 2012 and September 12, 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 Land Development Code 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 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 immediately upon adoption.

STEVE MCFARLIN, MAYOR

LPA HEARING: 7/31/2012

FIRST READING: 8/28/2012

PUBLISHED: 8/12/2012

SECOND/FINAL READING 9/12/2012

PUBLISHED: 9/2/2012

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 12th day of September 2012.

Rebecca Haynes, City Clerk

Exhibit A

DIVISION 2 Definitions

~~Coastal construction and excavation setback line (CCSBL) means the surveyed boundary separating the developable areas of lots fronting along the Gulf of Mexico and the protected beaches adopted by the City of St. Pete Beach in 1972.~~

DIVISION 25 - COASTAL PROTECTION AND CONSERVATION

Sec. 25.1. - Purpose and intent.

This section is intended to provide for the protection and enhancement of the beach and dune system along the Gulf of Mexico by regulating the location of development on or adjacent to these natural resources and, to the fullest possible extent, to achieve a continuous and uninterrupted frontal dune along the entire Gulf of Mexico beachfront.

Sec. 25.2. - Matters regulated.

The requirements of this section shall apply to all development of Gulf-front properties unless specifically exempted in section 25.3.

Sec. 25.3. - Exemptions.

The following shall be exempt from the provisions of this section:

- (a) Structures or construction extending seaward of the mean high-water line which are regulated by F.S. § 161.041, such as groins, jetties, moles, breakwaters, seawalls, revetments, beach nourishment, inlet dredging, and like kinds of projects;
- (b) Piers, pipelines or outfalls which are regulated pursuant to the provisions of F.S. § 161.053;
- (c) Fencing or other structures approved by the state, county or city used to assist in sand erosion control or control of pedestrian beach use of dunes areas;
- (d) Gulf-front property which has been designated as a "critically eroded beach area" and has come within the jurisdiction of the county or the Florida Department of Environmental Protection; and
- (e) The following activities, provided that any such activity performed by private individuals shall require a permit from the city:

(1)

- The operation of city government vehicles performing an official function;
- (2) Non-mechanical beach cleaning and debris removal;
- (3) Landscape maintenance and modification that does not involve dune vegetation or removal of sand or dirt from the beach/dune system;
- (4) Remodeling of habitable and non-habitable structures that does not involve alteration of the foundation, footprint, or structural envelope; or
- (5) Replacement of impervious pavement with permeable surfaces such as pavers or crushed shell on a permeable base.

Sec. 25.4. - Development controls.

The city, the State of Florida and Pinellas County have adopted construction control lines and other regulations to protect the beaches and dunes of Pinellas County, including those within the City of St. Pete Beach, as follows:

~~(a)~~

~~*St. Pete Beach Coastal Construction and Excavation Setback Line.* There is established a Coastal Construction and Excavation Setback Line (CCSBL), as provided by the official coastal construction and excavation setback line map, such map having been adopted and made a part of this section by reference.~~

~~(a)~~

St. Pete Beach Bulkhead Line. There is established a beach bulkhead line, as provided by the official bulkhead line map, such map having been adopted and made part of this section by reference.

~~(b)~~

Florida Coastal Construction Control Line. The State of Florida has established a Coastal Construction Control Line (CCCL) in accordance with Section 161.053, Florida Statutes, that is administered by the Florida Department of Environmental Protection.

Sec. 25.5. - Prohibitions.

~~(a)~~

~~Except as otherwise provided herein, no person, municipality, county or other public or private agency shall develop or cause any development seaward of the CCSBL.~~

(b)

No person, municipality, county or other public or private agency shall develop or cause any development seaward of the CCCL without a permit from the Florida Department of Environmental Protection.

(c)

Further, no person, municipality, county or other public agency shall develop or cause any development or construct any seawall, revetment, or similar structure incidental thereto within the submerged lands of the Boca Ciega Bay and adjacent waters without a permit from any and all governmental agencies having jurisdiction over the submerged land.

(d)

Except as otherwise provided in this section, the following shall be prohibited:

(1)

The removal or disturbance of vegetation of a dune;

(2)

Planting of vegetation except for native, salt-resistant species suitable for beach and dune stabilization;

(3)

The crossing, passing over or passing through any dune by any person or vehicle, except in where such crossing is marked for access pursuant to this section; or

(4)

Blocking or causing to be blocked by any means whatsoever any pathway leading to or from a public beach.

Sec. 25.6. - Tiki huts.

(a)

The city may permit the location of a tiki hut on the beach in accordance with the following:

(1)

Tiki huts shall be allowed only in conjunction with the approval of the owner of the property upon which the tiki hut will be located and as part of a conditional use approved under the provisions Division 4 of this Code. Tiki huts shall be further regulated as follows:

a.

Only one tiki hut for each approved conditional use on a zoning lot;

- b. Such tiki huts shall be located in accordance with an approved site plan;
- c. Tiki huts shall be no larger than 36 square feet in area with sides that are at least 50 percent open and may have a roof;
- d. No tiki hut shall have utility services, shall serve food or drinks, or shall be used for any other service beyond the sales of services for an approved commercial water sports operation.

(2)

Tiki huts shall be removed from the beach in the event of the issuance of a warning for a storm that, in the opinion of the city, is expected to be of sufficient strength to warrant such removal.

(3)

Any tiki hut or other similar structure placed or erected on the beach after the adoption of this Code without a permit from the city shall in violation of this Code and all remedies shall be sought in accordance with the provisions of section 3.16 of this Code.

Sec. 25.7. - Dune preservation and enhancement.

In accordance with F.S. Ch. 161, the St. Pete Beach Comprehensive Plan and this Code, dunes along the Gulf of Mexico with the city shall be protected, and such dunes will be enhanced under the provisions herein.

Sec. 25.8. - Development requirements.

- (a) Development on any Gulf-front property upon which no dune exists shall require the construction of a dune which shall be designed and constructed in accordance with the requirements of the Florida Department of Environmental Protection prior to the issuance of a certificate of occupancy.
- (b) Applicants for development on any Gulf-front property which has an existing dune and where such proposed development would alter any portion of the dune shall be required to file a plan in accordance with the requirements of the Florida Department of Environmental Protection for dune restoration. The restoration of the dune shall be completed prior to the issuance of a certificate of occupancy.

Sec. 25.9. - Permit required.

- (a) *Dunes.* In no instance shall any person, municipality, county or other public or private agency excavate or otherwise cause damage to a dune or conduct or cause to be conducted any activity to improve or enhance a dune without obtaining the necessary permits from the Florida Department of Environmental Protection and the city.

(b) *Other non-exempt activities.* All other non-exempt activities, including construction, excavation, fill placement, repair of shore protection structures, and other activities seaward of the coastal construction setback line and activities that would alter the topography or disturb the vegetation of the beach/dune system, including vehicular traffic relating thereto, are required to obtain a permit from both the Florida Department of Environmental Protection and the city.

Sec. 25.10. - Permitting procedures.

(a) *Development.* Applications for development of Gulf-front properties, including any proposed development activity regulated under this section, shall be required to submit a site plan in accordance with Division 5 of this Code. Prior to the issuance of any development order or other permit, the applicant shall provide copies of all required county and state permits.

(b) *Other activities.* Applications for non-development activities enumerated in section 25.3 shall be filed with the city manager for administrative approval.

Sec. 25.11. - Variances.

Variances to this section may be sought under the procedures of section 3.13 of this Code.

Division 35 Large Resort District

Sec. 35.9

a. Setbacks

(4)

Rear yards. The rear yard setback for all development abutting the Gulf beaches shall be the Florida Coastal Construction Control Line ~~or St. Pete Beach Coastal Construction Excavation Setback Line, whichever is more restrictive.~~ Buildable sites that do not abut the Gulf beaches shall provide a minimum rear setback of 20 feet.

(5)

Secondary front yards. All development that has parcel boundaries abutting a side street shall provide a minimum secondary front yard setback of 30 feet.

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

Issue Considered: Final Reading and Public Hearing for Ordinance 2012-16, providing for amendments to Division 26 the Land Development Code of the City of St. Pete Beach (Sign Code).

Date: September 12, 2012

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

Summary of Issue: The proposed text amendments to the LCD amend the sign code as it relates to vehicle and non-conforming signs. At their regular July meeting, the Planning Board unanimously recommended the following changes:
Vehicle Signs: Do not regulate square footage of signage on a vehicle. Delete the provision that the vehicle cannot be parking within 100 feet of a right of way. Do prohibit vehicles being used as signs on or off premise, and regulate time a vehicle can be parked (so as not to be used as a sign). Signs cannot be attached to the vehicle that render the vehicle not safely drivable or attached to a junked or abandoned vehicle.
Non-conforming signs: Once a business is abandoned for 90 days or longer, non-conforming signs shall be removed, except for multi-tenant developments. Multi-tenant developments shall be permitted to replace sign faces for alternating businesses as long as the development is at least 50% occupied.

The City Commission approved this ordinance on 1st reading on 8/28/2012.

Requested Motion: “I move to approve Ordinance 2012-16 (read title)”

Attachments: Copy of Ordinance 2012-16

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2012-16

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 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, signage is a vital component of streetscape design, and the Commission wishes to adopt amendments to the sign code to encourage the replacement of non-conforming signs and regulate vehicle signs to improve the aesthetics of the City; 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 PUBLIC HEARING: 7/31/2012

FIRST READING: 8/28/2012

PUBLISHED: 8/12/2012

SECOND READING/ADOPTION HEARING: 9/12/2012

PUBLISHED: 9/2/2012

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 12th day of September , 2012

Rebecca Haynes, City Clerk

“Exhibit A”

DIVISION 26 SIGN ORDINANCE

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 (a) A sign pertaining to or associated with an event, business, service, or purpose which is no longer ongoing and which has been inactive or out of business for a period of 90 consecutive days or longer; or (b) a sign which contains structural components but no display for a period of 90 consecutive days or longer. This does not include individual panels within a sign for multi-tenant developments unless the multi-tenant development is more than 50% vacant. 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.

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.

Electronic message board sign means a sign by which the message copy can be electronically changed and controlled.

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 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.

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.

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.~~ Means a sign attached to or placed on a vehicle, including but not limited to automobiles, trucks, boats, campers, and trailers, and that is located on public or private property and is intended to be viewed from a right-of-way for the purpose of providing advertisement of products or services or directing people to a business or activity. This includes signs attached to the following vehicles: On or off-site inoperable vehicles, junk or abandoned vehicles as defined in Section 98-67 of the Code of Ordinances, vehicles that have not been driven or moved in 72 hours, or a vehicle with signage attached to it that renders the vehicle not safely drivable. This definition excludes those signs that identify a business organization or its principal services and contact information on a vehicle during that period of time such vehicle is regularly and customarily used to traverse the public street during the normal course of business.

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. 26.4. 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 signs.

~~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.~~

~~(xy)~~ Any sign located on real property without the permission of the property owner.

~~(yz)~~ 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.~~

~~(be)~~ A statutory sign.

~~(cd)~~ 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 or repaired in any manner, a new sign permit shall be required and the altered or repaired sign must meet all requirements of this division and this Code. Non-conforming signs that have been substantially damaged, deteriorated beyond 50% of the value of the sign, or destroyed shall not be issued a permit for repairs and shall be removed.

(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. Maintenance of Signs.

(a) *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 Non~~conforming 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. Non-conforming signs that are considered abandoned pursuant to this division shall be demolished or removed. (Ord. No. 03-10, § 1, 6-3-03; Ord. No. 10-02, § 1(Att. A), 2-23-10)

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

Issue Considered: First Reading Ordinance 2012-18 setting the millage Rate for Fiscal Year 2013

Date: September 12, 2012

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The proposed 3.2819 operating millage (\$3.2819 per \$1,000 of taxable valuation) is .425 mills higher than the current year millage rate and .4286 higher than the rolled-back rate. The proposed millage rate will generate approximately \$6,290,454 in ad valorem taxes which \$833,932 higher than the previous year's tax revenue. The proposed debt service millage is decreased from .0895 to .0878 mills.

The above millage rate will fund the proposed expenditures for fiscal year 2013 with no additional monies going toward reserves. This millage is 15% higher than the rolled-back of 2.8533 and will result in an overall increase of tax revenue to the City.

Requested Motion: "I move that Ordinance No. 2012-18 an ordinance of the City of St. Pete Beach, Florida; establishing the ad valorem tax levy of 3.2819 mills and a debt service levy of .0878 mills for the general fund for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing for an effective date be approved on first reading."

Attachment: Ordinance 2012-18

**Reviewed by
City Manager:** MB

ORDINANCE NO. 2012-18

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That a millage levy of 3.2819 general and operative levy and 0.0878 debt service levy is hereby fixed and adopted for the fiscal year of the City ending on September 30, 2013 and shall be placed upon the total taxable assessed valuation of property of any kind liable for and subject to taxation by the City of St. Pete Beach, Florida, including real and personal property, lying within the City of St. Pete Beach, Florida.

Section 2. Said monies as raised by the levy of 3.2819 mills, estimated at \$6,290,454 shall be used for the general operation of the City of St. Pete Beach including, but not limited to, salaries, insurance and energy costs and transfers for capital projects for the afore-mentioned fiscal period.

Section 3. Said monies as raised by the levy of 0.0878 mills, estimated at \$168,400, shall be used to pay debt service on the general obligation bonds issued by the City for the Police Building.

Section 4. The fiscal year 2013 operating millage rate of 3.2819 mills is greater than the rolled-back rate of 2.8533 mills by 15%.

Section 5. That a certified copy of this ordinance shall be forwarded to the Tax Assessor of Pinellas County, Florida, together with a request that the aforementioned levies be made by his/her office on behalf of the City of St. Pete Beach for the Fiscal Year 2012-2013.

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

Steve McFarlin, Mayor

FIRST READING: _____
PUBLISHED _____
FINAL READING: _____
PUBLIC HEARING: _____

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

Rebecca Haynes, City Clerk

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

Issue Considered: First Reading – Ordinance 2012-19 Budget Ordinance for FY 2013

Date: September 12, 2012

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The FY 2012/13 Budget total for all funds is \$23,540,489. The following is a brief summary by fund.

General Fund The overall General Fund expenditures are expected to increase from \$14,712,754 to \$15,719,188 or approximately 6.8%. This figure includes a transfer to the Capital Projects Fund of \$925,000. The operating millage rate of 3.2819 mills is .425 mills higher than the current year's millage rate and .4286 higher than the rolled-back rate. Therefore there is an increase in property tax revenue of approximately \$833,932.

Wastewater Fund The budget reflects no increase in wastewater fees in FY 2013.

Reclaimed Water The budget reflects no increase in reclaimed water fees in FY 2013.

Stormwater Fund A Stormwater Fund was been established for FY 2011 with a second tier instituted in FY 2012. The revenue for this fund will come from two separate non-ad valorem assessments on all properties in the City.

Capital Improvement Program (CIP) - The CIP includes a variety of improvement projects throughout the City plus the loan payment on the community center. The total amount budgeted for FY 2013 is \$1,747,850.

Requested Motion: "I move that Ordinance No. 2012-19, an ordinance of the City of St. Pete Beach, Pinellas County, Florida; adopting a budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing appropriations; and providing an effective date be approved on first reading."

Attachment: Ordinance No 2012-19

**Reviewed by
City Manager:** MB

ORDINANCE NO. 2012-19

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013; PROVIDING APPROPRIATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. The annual budget for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013, as attached hereto as Exhibit "A" ("the Budget") is adopted by reference and is made a part of this ordinance and the amounts thereon are appropriated for the purposes and for the accounts thereon indicated. The Budget adopts and appropriates the sums of money appropriated for expenditures within each fund as indicated below and as further described in as Exhibit A for the Fiscal Year ending on September 30, 2013:

General Fund	\$15,719,188
Wastewater Fund	\$ 4,277,258
Reclaimed Water	\$ 1,190,817
Stormwater Fund	\$ 605,376
Capital Improvement	\$ 1,747,850

Section 2. That for the period of October 1, 2012 through September 30, 2013 all monies of the City shall be expended as appropriated herein and in accordance with the City Charter and ordinances of the City.

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

Steve McFarlin, Mayor

FIRST READING: _____
PUBLISHED _____
FINAL READING: _____
PUBLIC HEARING: _____

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

Rebecca Haynes, City Clerk

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ordinance 2012-20, First Reading and Public Hearing, prohibiting bicycle riding on the city sidewalk that is west of the private properties on Sunset Way between 28th and 30th Avenue.

Date: 9/12/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City Commission decided not to remove the sidewalk west of the private properties on Sunset Way between 28th and 30th Avenue at the June 26, 2012 meeting. City staff was asked to make any minor sidewalk repairs needed and install no bicycle riding signs. The repairs have been made and the signage erected. Ordinance 2012-20 simply allows the police to enforce the no bicycle riding if needed.

Requested Motion: "I move to approve Ordinance 2012 -20... (read title.)"

Attachments: Ordinance 2012-20

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE 2012-20

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF CHAPTER 74 – STREETS AND SIDEWALKS, ARTICLE I – IN GENERAL, SECTION 74-2 OF THE CODE OF ORDINANCES OF THE CITY, PROHIBITING BICYCLE RIDING ON THE CITY SIDEWALK THAT IS WEST OF THE PRIVATE PROPERTIES ON SUNSET WAY BETWEEN 28TH AVENUE AND 30TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the city desires to prohibit bicycle riding on the city sidewalk that is west of the private properties on Sunset Way between 28th Avenue and 30th Avenue. Specifically, the city sidewalk located between 27°42'07.96"N 82°44'13.77"W and 27°42'17.64"N 82°44'14.14"W; 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;

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

Section 1. Section 74-2 of the Code of Ordinances of the City of St. Pete Beach, Florida, is hereby amended as follows:

Section 74-2 – ~~Reserved~~ Bicycle riding is prohibited on the city sidewalk west of the private properties on Sunset Way between 28th Avenue and 30th Avenue.

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

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

Section 4. This Ordinance shall become effective upon passage.

Steve
McFarlin, MAYOR

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

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

Issue Considered: Resolution No. 2012-11, establishing the date for the 2013 election and the Qualification Period in Districts Two and Four

Date: September 12, 2012

Prepared By: Rebecca Haynes, City Clerk

Thru: Mike Bonfield, City Manager MB

Summary of Issue: This resolution will establish the date for the 2013 election as March 12, 2013. In addition, the resolution establishes the date of April 9, 2013 for a runoff election should one be necessary. Further, the resolution designates the Qualifying Period of 12:00 p.m., noon, December 10, 2012 through 12:00 p.m., noon, December 21, 2012 for Districts Two and Four in the City of St. Pete Beach.

Requested Motion: "I move to approve Resolution No. 2012-11. . . (read title)."

Attachments: Resolution No. 2012-11

RESOLUTION NO. 2012-11

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA ESTABLISHING THE DATE FOR THE 2013 MUNICIPAL ELECTION AND THE QUALIFICATION PERIOD FOR COMMISSIONERS FOR DISTRICT 2 AND DISTRICT 4.

The Board of Commissioners of the City of St. Pete Beach, Pinellas County Florida, in a regular meeting held on Wednesday, September 12, 2012 resolves as follows:

1. A City Election will be held on Tuesday, March 12, 2013 for the purpose of electing Commissioners for City Districts No. 2 and No. 4. (If necessary, a runoff election will be held on April 9, 2013) (City Code Section 38-7, 38-8 and 38.14).
2. Every person who shall be a candidate for the Office of City Commissioner shall file the necessary papers with the City Clerk not earlier than 12:00 p.m., noon, on December 10, 2012 and not later than 12:00 p.m., noon, on December 21, 2012.
3. To qualify for the position of City Commissioner, a candidate must have been a full-time resident of the District in which he/she seeks to represent for a period of twelve (12) months next preceding the last day of the established qualifying period.

RESOLVED AND DONE, this 12th day of September, 2012 by the Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida.

Steven McFarlin, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

St. Pete Beach City Commission
Agenda Report

Issue Considered: Adoption of Resolution 2012-12 approving the fiscal year 2012-13 non-ad valorem assessment rolls for stormwater management services and authorizing the City Manager to certify the stormwater service assessment rolls to the Tax Collector prior to September 15, 2012.

Date: September 12, 2012

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: All of the stormwater non-ad valorem assessment collected is dedicated to stormwater management services and cannot be used for any other purpose. The Fiscal Year 2011-12 assessment was used for items such as updating the City's 20 year old Stormwater Master Plan, clearing blocked stormwater outfalls citywide that were 60% or more blocked and in areas that have frequent flooding issues, constructing drainage improvements on 20th Ave and 93rd Ave, making emergency stormwater outfall and seawall repairs at Sunset Park caused by Tropical Storm Debby, performing routine maintenance such as replacing deteriorated stormwater grates and street sweeping, and ensuring that NPDES stormwater permit requirements are met. The FY 2012-13 assessments will fund stormwater collection system maintenance and repair, and CIP projects identified in the updated Stormwater Master Plan.

The City expects to collect approximately \$695,000 for Fiscal Year 2012-13 through the stormwater special assessment. The assessment will be imposed at the rate of \$38.27 per parcel for tier 1 plus \$47.09 per ERU for tier 2. Such amounts include a pro rata share of administration and collection costs associated with the stormwater assessments and have been increased to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes. As contemplated by the Supplemental Annual Assessment Resolution, any delinquencies in payment of the previous year's stormwater assessment are included in the amount of the assessment imposed for Fiscal Year 2012-13.

Requested Motion: "I move to adopt Resolution 2012-12 approving the fiscal year 2012-13 non-ad valorem assessment rolls for stormwater management services and authorizing the City Manager to certify the stormwater service assessment rolls to the Tax Collector prior to September 15, 2012."

Attachments: Resolution 2012-12

City Manager
Reviewed:

MB

RESOLUTION NO. 2012-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING THE FISCAL YEAR 2012-13 NON-AD VALOREM ASSESSMENT ROLLS FOR STORMWATER MANAGEMENT SERVICES; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLLS TO THE PINELLAS COUNTY TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the City of St. Pete Beach, Florida (the "City"), is adopted pursuant to City Ordinance No. 2009-30 (the "Assessment Ordinance"), City Resolution Nos. 2010-07 and 2010-08 (collectively, the "Initial Assessment Resolution"), City Resolution Nos. 2011-18 and 2011-19 (collectively, the "Supplemental Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Annual Assessment Resolution for Stormwater Service Assessments. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance, the Initial Assessment Resolution and the Supplemental Annual Assessment Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Assessment Resolution imposing special assessments to provide for the funding of fixed Program Costs associated with Stormwater Management Services, and providing for annual collection thereof by the tax bill collection method in accordance with the Uniform Assessment Collection Act.

(B) Pursuant to the Assessment Ordinance, the City adopted the Supplemental Annual Assessment Resolution imposing special assessments to provide for the funding of variable costs associated with Stormwater Management Services, and providing for annual collection thereof initially by the direct billing method set forth in Section 3.02 of the Assessment Ordinance, and by the tax bill collection method commencing in November, 2012.

(C) The Supplemental Annual Assessment Resolution set forth the Commission's direction and intent that starting in November, 2012, and continuing each year thereafter, Stormwater Service Assessments imposed to fund both fixed costs and variable costs will be collected on the annual property tax bill in accordance with the Uniform Assessment Collection Act, and further provided that any delinquencies in payment of the Assessments imposed thereunder for Fiscal Year 2011-12 may be included in the amount of the Stormwater Service Assessment imposed for Fiscal Year 2012-13.

(D) The Assessment Ordinance provides for the adoption of an Annual Assessment Resolution for each Fiscal Year approving, confirming or amending the Stormwater Service Assessment Rolls.

(E) By adoption of City Resolution No. 2012-09, the Commission scheduled a public hearing for September 12, 2012, to consider adoption of the Stormwater Service Assessment Rolls for Fiscal Year 2012-13.

(F) Notice of such public hearing was published as required by Section 2.05 of the Assessment Ordinance and proof of publication is attached hereto as Appendix A.

(G) As authorized by section 197.3632(6), Florida Statutes, mailed notice of such public hearing was given pursuant to the TRIM notice mailed by the Property Appraiser in accordance with section 200.069, Florida Statutes.

(H) The Stormwater Services Assessment Rolls have heretofore been made available for inspection by the public.

(I) A public hearing was held on September 12, 2012, and comments and objections of all interested persons have been heard and considered.

(J) The Assessments contemplated hereunder are imposed by the Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(K) The legislative determinations and findings set forth in the Initial Assessment Resolution and the Supplemental Annual Assessment Resolution are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLLS.

(A) The Fiscal Year 2012-13 Stormwater Service Assessment Roll for fixed Program Costs associated with Stormwater Management Services, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved at a rate of \$38.27 per Tax Parcel which includes a pro rata share of collection and administration costs and amounts necessary to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes.

(B) The Fiscal Year 2012-13 Stormwater Service Assessment Roll for variable costs associated with Stormwater Management Services, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved at a rate of \$47.09 per ERU which includes a pro rata share of collection and administration costs and amounts necessary to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes. Such Stormwater Service Assessment Roll for variable costs also includes delinquencies, if any, in payment of the Assessments imposed by the Supplemental Annual Assessment Resolution for Fiscal Year 2011-12 which likewise include a pro rata share of collection

and administration costs and amounts necessary to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes.

(C) The City Manager is hereby authorized and directed to certify the foregoing Stormwater Service Assessment Rolls to the Tax Collector prior to September 15, 2012. The assessment rolls as delivered to the Tax Collector shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.

(D) Stormwater Service Assessments shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

SECTION 5. RATIFICATION AND CONFIRMATION OF PRIOR RESOLUTIONS. The Initial Assessment Resolution and Supplemental Annual Assessment Resolution are hereby ratified and confirmed.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit or burdens relieved and the fairness and reasonableness of the apportionment methodology for allocating fixed and variable costs among Assessed Property, the method of apportionment and assessment, the rates of assessment, the Stormwater Service Assessment Rolls and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days of the effective date of this Resolution.

SECTION 7. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 12th day of September, 2012.

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

(SEAL)

By: _____
Steve McFarlin, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPENDIX A
PROOF OF PUBLICATION

1003796205

Tampa Bay Times
Published Daily
St. Petersburg, Pinellas County, Florida
STATE OF FLORIDA } S.S.
COUNTY OF Pinellas

Before the undersigned authority personally appeared **B. Harr** who on oath says that he/she is Legal Clerk of the *Tampa Bay Times* a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: HEARING RE: STORMWATER SPECIAL ASSESSMENTS** was published in said newspaper in the issues of *Neighborhood Times Beaches*, 8/12/2012.

Affiant further says the said *Tampa Bay Times* is a newspaper published at St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

B. Harr

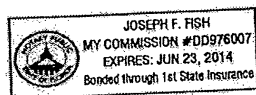
Signature of Affiant

Sworn to and subscribed before me
this 14th day of August A.D.2012

Joseph F. Fish

Signature of Notary Public

Personally known ☒ or produced identification
Type of identification produced _____



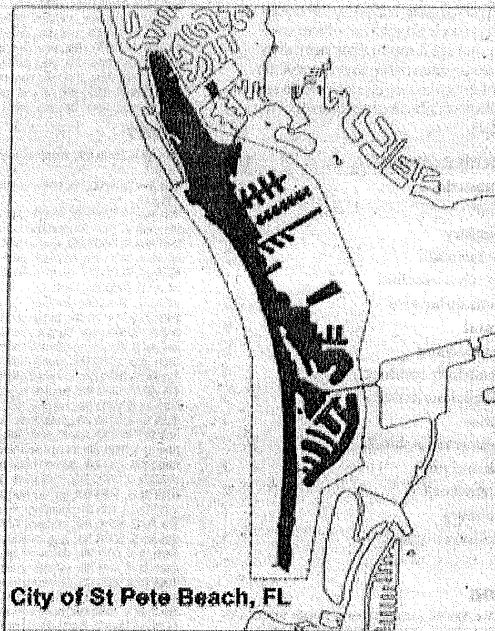
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER RELATED NON-AD VALOREM SPECIAL ASSESSMENTS IN THE CITY OF ST. PETE BEACH

The City Commission (the "Commission") of the City of St. Pete Beach (the "City") is considering adoption of an Annual Assessment Resolution for Fiscal Year 2012-13 pertaining to the annual imposition of special assessments, sometimes referred to as non-ad valorem assessments, against tax parcels within City limits to fund costs associated with the City's stormwater system. The special assessment for each parcel of property will consist of two tiers: (1) a per parcel amount imposed to fund the fixed costs associated with the City's stormwater management system, and (2) an amount based upon the amount of impervious area attributable to each parcel as measured by "Equivalent Residential Units" (ERUs) imposed to fund the variable costs associated with the City's stormwater management system. A more specific description of the stormwater assessments and the method of computing the assessment for each tax parcel, together with a mitigation credit procedure providing for limited reduction in the amount of the assessment for property owners with certain private stormwater mitigation facilities, are set forth in City Ordinance No. 2009-30 (the "Assessment Ordinance"), City Resolution Nos. 2010-07 and 2010-08 (collectively, the "Initial Assessment Resolution"), City Resolution Nos. 2011-18 and 2011-19 (collectively, the "Supplemental Annual Assessment Resolution") and City Resolution Nos. 2012-06 and 2012-09.

The Commission will hold a public hearing at 6:00 PM on September 12, 2012, in the City Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida, for purposes of receiving public comment on the proposed assessment and considering a resolution approving a stormwater non-ad valorem assessment roll. If imposed, the stormwater assessments for Fiscal Year 2012-13 and each fiscal year thereafter will be collected on the annual property tax bill issued each November by the Pinellas County Tax Collector in which case failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

All affected property owners are invited to attend and participate in the September 12, 2012 public hearing and may also file written objections with the Commission prior to or during the hearing. Anyone wishing to appeal any decision made by the Commission with respect to any matter considered at the hearing will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The City expects to collect approximately \$695,000 for Fiscal Year 2012-13 through the special assessment described in this notice. The assessment will be imposed at the rate of \$38.27 per parcel for tier 1 plus \$47.09 per ERU for tier 2. Such amounts include a pro rata share of administration and collection costs associated with the stormwater assessments (including fees imposed by the property appraiser and tax collector) and have been increased to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes. As contemplated by the Supplemental Annual Assessment Resolution, any



delinquencies in payment of the assessments imposed thereunder for Fiscal Year 2011-12 shall be included (together with administration and collection costs and amounts necessary to account for the maximum early payment discount) in the amount of the assessment imposed for Fiscal Year 2012-13, in accordance with Section 3.02 of the Assessment. The assessment is an annual assessment which will continue from year to year. Until paid, the stormwater assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments.

Copies of the Assessment Ordinance, the Initial Assessment Resolution, the Supplemental Annual Assessment Resolution, Resolution Nos. 2012-06 and 2012-09 and the preliminary stormwater non-ad valorem assessment roll are available for inspection at the offices of the City Clerk, located at City Hall, 155 Corey Avenue, St. Pete Beach, Florida.

Questions concerning the proposed assessment should be directed to the City's Public Services Department at (727) 363-9243.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (727) 363-9220.

CITY OF ST. PETE BEACH, FLORIDA

8/12/2012

796205-01

APPENDIX B
FORM OF CERTIFICATE
OF NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the City Manager and authorized agent of St. Pete Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the [fixed/variable] costs associated with Stormwater Management Services (the "Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Pinellas County Tax Collector by September 15, 2012.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Pinellas County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____ 2012.

ST. PETE BEACH, FLORIDA

By: _____
City Manager