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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, December 11, 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. – **None for this Agenda**
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Authorize the City Manager to purchase fitness equipment for the Community Center from FitRev, Inc in the amount of \$16,275.00**

- b. Authorize the City Manager to execute a purchase agreement with Wheeled Coach Inc. in the amount of \$150,000.00 with funds provided by Pinellas County EMS utilizing the Florida Sheriff's Bid to replace the City's rescue truck.**

5. Action Items

- a. Authorization for the City Manager to sign a Memorandum of Agreement with the Fraternal Order of Police.**

6. Ordinances

- a. Ordinance 2012-24, Final Reading and Public Hearing, amends Chapter 66, Pensions and Retirement, Article IV, Firefighters Retirement System; implementing a benefit freeze; providing for modifications of certain benefits for future service; amending certain definitions; revising employee contributions; revising the vesting period; amending benefit amounts and eligibility; and amending the deferred retirement option plan.**
 - b. Ordinance 2012-27, First Reading and Public Hearing, amending Chapter 66, Pensions and Retirement, Article III, Police Officers' Retirement System; implementing a benefit freeze; providing for modifications of certain benefits for future service; amending certain definitions; revising employee contributions; revising the vesting period; amending benefit amounts and eligibility; amending the deferred retirement option plan; and providing for a share plan.**

7. Resolutions

- a. Resolution 2012-18, appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate for the City's Code Enforcement Division.**
 - b. Resolution 2012-19, A resolution by the City of St. Pete Beach, Pinellas County, Florida, vacating four 5-foot utility and drainage easements between lots 3 and 4 of Block 78, North Unit No. 1 according to the plat thereof recorded in plat book 21, page 27 public records of Pinellas County Florida; and providing for an effective date.**

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.

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

Issue Considered: Authorization for the City Manager to purchase fitness equipment for the Community Center in the amount of \$16,275.00.

Date: December 11, 2012

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The City Commission approved expenditures toward fitness equipment in the FY2013 budget. Under our *Purchasing Manual* all purchases exceeding \$10,000 but less than \$25,000 must be approved by City Commission and placed on the consent agenda regardless if they have already been approved by City Commission during the budget process.

Four (4) quotes were received for (2) commercial treadmills with consoles and (2) commercial recumbent cycles with consoles.

It is recommended to accept the written quote from FitRev Inc. on the basis of price, quality, and equipment warranty.

Requested Motion: “I move to authorize the City Manager to purchase fitness equipment for the Community Center in the amount of \$16,275.00.”

Attachments: 4 Quotes

**Reviewed by
City Manager** MB



FitRev Inc.
 4424 N. Lois Ave - Tampa, Florida 33614 -
 Phone: 8138702966 - Fax: 8138702896 - Email: sales@fitrev.com

QUOTE

Date	Quote #
06/22/12	AAAQ7714

Sold To: City of St. Petersburg Beach
 Jennifer McMahon
 7701 Boca Ciega Dr
 St. Petersburg, FL

Phone: 727-363-9245
Fax:

Ship To: City of St. Petersburg Beach
 Jennifer McMahon
 7701 Boca Ciega Dr
 St. Petersburg, FL

Phone: 727-363-9245
Fax:

Quote Provided By
 Doug Carter
 o: 813.870.2966
 1-888-826-7867
 doug@fitrev.com

Terms	Rep	P.O. Number	Ship Via
	Doug Carter		

Ln #	Qty	Description	Unit Price	Ext. Price
1	2	PHRCT8233011EN Precor TRM 823 Treadmill - (0/15 % grade, 0-12mph) - P20 console	\$7,495.00	\$14,990.00
2	2	PHRCB8253070EN Precor RBK 825 Recumbent Cycle - P20 console	\$3,695.00	\$7,390.00
3	1	Installation-\$725 Value FREE FREE	\$0.00	\$0.00
4	1	Preferred Customer DISCOUNT	-\$7,000.00	-\$7,000.00
5		OPTION-FitRev Super Warranty 5 years Parts & Labor -\$2999 Value only \$1579 at purchase___check if want this added to total		

SubTotal	\$15,380.00
Sales Tax	\$0.00
Shipping	\$895.00
Total	\$16,275.00

This quote becomes an order with signature and appropriate terms (see below).

Signed: _____

Name: _____

Terms: Orders under \$5000 must be PREPAID. Orders over \$5000 require a 50% deposit and balance COD.

Desired week of delivery:

Restocking Fee:

25% charge on all cancelled Cardio equipment

50% charge on all cancelled Strength equipment



FitRev Inc.
4424 N. Lois Ave - Tampa, Florida 33614 -
Phone: 8138702966 - Fax: 8138702896 - Email: sales@fitrev.com

QUOTE

Date	Quote #
06/22/12	AAAQ7715

Sold To: City of St. Petersburg Beach
Jennifer McMahon
7701 Boca Ciega Dr
St. Petersburg, FL

Phone: 727-363-9245
Fax:

Ship To: City of St. Petersburg Beach
Jennifer McMahon
7701 Boca Ciega Dr
St. Petersburg, FL

Phone: 727-363-9245
Fax:

Quote Provided By
Doug Carter
o: 813.870.2966
1-888-826-7867
doug@fitrev.com

Terms	Rep	P.O. Number	Ship Via
	Doug Carter		

Ln #	Qty	Description	Unit Price	Ext. Price
1	2	PHRCT8333012EN Precor TRM 833 Treadmill - (0/15 % grade, 0-16mph) - P30 console	\$7,995.00	\$15,990.00
2	2	PHRCB8353070EN Precor RBK 835 Recumbent Cycle - P30 console	\$3,995.00	\$7,990.00
3	1	Installation-\$725 Value FREE FREE	\$0.00	\$0.00
4	1	Preferred Customer DISCOUNT	-\$7,700.00	-\$7,700.00
5		OPTION-FitRev Super Warranty 5 years Parts & Labor -\$2999 Value only \$1579 at purchase___check if want this added to total		

SubTotal	\$16,280.00
Sales Tax	\$0.00
Shipping	\$895.00
Total	\$17,175.00

This quote becomes an order with signature and appropriate terms (see below).

Signed: _____

Name: _____

Terms: Orders under \$5000 must be PREPAID. Orders over \$5000 require a 50% deposit and balance COD.

Desired week of delivery:

Restocking Fee:

25% charge on all cancelled Cardio equipment

50% charge on all cancelled Strength equipment

QUOTE

Lifestyles Fitness Equipment

INVOICE #2012CF34265
DATE: DECEMBER 4, 2012

3209 S. Broadway Suite 129, Edmond, OK 73013
Phone 405-340-5522 Fax 405-340-0986

TO Jennifer McMahon
City of St Pete Beach
7701 Boca Ciega Dr
St Pete Beach, FL 33706
727-363-9245
rddirector@stpetebeach.org

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Todd		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Vision Fitness T9800S Treadmill with Console	\$5,499.00	\$10,998.00
2	Vision Fitness R70 Recumbent Cycle with Console Warranty: 2 year labor and 5 year parts	\$2,799.00	\$5,598.00
1	Shipping	\$1,050	\$1,050
SUBTOTAL			\$17,646.00
SALES TAX			0
TOTAL			\$17,646.00

Quotation prepared by: Todd S. _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Proposal

Athletic Concepts, Inc
2228 Cypress Hollow Court, Safety Harbor, FL 34695
727-535-1495 Fax 727-535-5456

DATE: DECEMBER 4, 2012
ESTIMATE # 2540

TO

St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
727-363-9245

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
David Head		Due on receipt	

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
TRUE	Commercial Treadmill Model CS550T11 – Cub Model - Programs and Heart Rate is standard on this unit.	(2) @\$4,195.00	\$8,390.00T
TRUE	Commercial Recumbent Bike Model CS800U2W - Club Model – Programs and Heart Rate is standard on this unit.	(2) @ \$1,895.00	\$3,790.00T
Freight		\$900	\$900T
Delivery and Set Up		\$1,000	\$1,000T
		SUBTOTAL	\$14,080
		SALES TAX	0
		TOTAL	\$14,080

Quotation prepared by: David Head _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return:

Thank you for your business!

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

Issue Considered: Authorize the City Manager to execute a purchase agreement with Wheeled Coach Inc. in the amount of \$150,000.00 with funds provided by Pinellas County EMS utilizing the Florida Sherriff's Bid to replace the City's rescue truck.

Date: December 11, 2012

Prepared By: Daniel H. Graves, Fire Chief

Summary of Issue: Our current rescue truck was manufactured in 2001 and is in need of replacement. The City requested \$150,000 from Pinellas County EMS in the FY 2013 budget submission and the request was approved.

The Fire Department has been in the development phase for the replacement of the vehicle for several months and has worked with three manufacturing companies (Wheeled Coach, Braun and Horton) for this purchase. Wheeled Coach was the lowest bid and was priced using the Florida Sherriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2012 bid #11-10-1202.

The Department is requesting that the Commission authorize the City Manager to execute a purchase agreement with Wheeled Coach for the purchase of the new rescue truck.

Requested Motion: I move to authorize the City Manager to execute a purchase agreement with Wheeled Coach Inc. for the replacement of the existing rescue truck in an amount of \$150,000 priced using the Florida Sherriff's Association bid #11-10-1202 00 utilizing EMS funds.

Attachments: City Purchase Agreement
Vendor Proposal

Reviewed by City Manager: _____ MB



11/27/12

Chief Graves,

Wheeled Coach is pleased to offer a 2012 Ford F-450 XLT 4x2 chassis with a Type I ambulance conversion, per the attached specifications, for **\$150,000**. Delivery is FOB Orlando and delivery will take place within 120 days ARO.

This bid is offered per **FSA Bid 11-10-1202** on the 2012 F-450 XLT Specification # 01 (Type I Ambulance 4x2)

Thank you for your consideration and I look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Bartley', written in a cursive style.

David Bartley

Wheeled Coach

407-618-3140

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
(Type 1 Rescue)

THIS AGREEMENT is hereby executed this 11 day of December, 2012, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Wheeled Coach, Inc (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than 160 days.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$ 100.00 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$150,000.00, as full consideration for the goods or services provided hereunder.

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

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of twelve (12) months from final delivery, including all parts and labor associated with said repairs.

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of twelve (12) months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

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

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

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

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

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

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

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

As to Vendor:

Wheeled Coach Inc.
2737 N. Forsyth Rd
Winter Park, FL 32792

As to City:

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

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

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

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

Wheeled Coach, Inc
Vendor

BY



Robert Collins, President
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

CITY ATTORNEY

10/1/2004

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

ATTEST:

CITY CLERK

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

Issue Considered: Authorization for the City Manager to sign a Memorandum of Agreement with the Fraternal Order of Police.

Date: December 11, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: This memorandum of agreement will provide the FOP employees active on payroll on November 6, 2012 with a severance award based on their service to the city and in return the employees will execute an individual release satisfactory to the city.

Requested Motion: “I move to authorize the City Manager to sign a Memorandum of Agreement with the Fraternal Order of Police”

Attachments: Memorandum of Agreement

MEMORANDUM OF AGREEMENT

COMES NOW the City of St. Pete Beach, Florida ("City") and the Fraternal Order of Police, Lodge 43, ("FOP") and enter into the following Memorandum of Agreement ("MOA"):

1. The parties have a collective bargaining agreement ("CBA") between them that by its terms terminates September 30, 2012.
2. The FOP represents the employees in the City Police Department in the bargaining unit certified by the Public Employee Relations Commission ("PERC") in PERC Order OR-96-005 issued June 7, 1996, said employees hereinafter referred to as "employees".
3. The City has decided to contract all of the services currently performed by the City Police Department to the Sheriff of Pinellas County Florida ("Sheriff"), effective January 6, 2013.
4. The Sheriff has offered each and every employee of the St. Pete Police Department employment on January 7, 2013 in a position with no reduction in rate of pay they are receiving with the City on December 31, 2012 as long as it is not exceed the maximum in the pay grade of their new position.
5. Though not legally required to do so, based on the commitments made by the FOP in paragraph 6 below and consistent with FS 215.425 (4)(a)(1) and (d), the City will provide a severance award for each individual employed by the City on November 6, 2012 who executes an individual release satisfactory to the City. The severance award is to recognize the service provided to the City by the employee and is based on each employee's years of continuous service to the community and its residents as a member of the City Police Department in the gross amounts set forth below. The severance award below is a gross amount which shall be reduced by all statutory deductions as well as any and all other deductions authorized by the employee or required by applicable law. The award applies only to those employees on the active payroll of the City on November 6, 2012 and shall not be awarded to any other current or any former employees. The severance award shall not be included in determining an employee's annual final compensation under the City Chapter 185 Defined Benefit Pension Plan.

Years of Service	Amount	Active Employees
-------------------------	---------------	-------------------------

<2	\$1,000	Mark Douglas, Justin Dudley, Lance Scudder, Patrick Turner, Kathy Wight, Stacy Dickenson, Anthony Hellstern, Timothy Skeper and Wayne Zelinsky
3-5	\$2,500	Jody Apostolu, Jenelle Goodrick, Brian Overton, Dennis Curtin,
6-8	\$3,750	Sean McAuley and Robert Weil
9-11	\$5,000	Scott Collins, Jason Jackson, Bruce Johnson, Russell Novak,

Ateka Sanford, Carol Gorbett and Andrea Herman

18+ \$10,000 Raymond Anthony, Christopher Centofanti, David Strid, Scott Vaughan and Lynda Fletcher

6. In consideration for the commitments made by the City as set forth in paragraph 5 above, the FOP:

- A. Waives all rights to any severance award or payment under Section 22.7 of the CBA or any other Section or Article of the CBA as well as any and all rights to severance that exist or might exist under the City Personnel Rules and Regulations; City ordinances; the City Charter; City policies, practices, rules and procedures; Police Departmental SOPs, General Orders, rules, procedures, and practices; and
- B. Unless the law expressly provides otherwise, releases the City, its elected officials, employees and representatives from any and all claims it or they individually or collectively had, have or may have of any nature whatsoever under the CBA; the City Personnel Rules and Regulations; and any and all City, County, State or Federal ordinances, rules, regulations, practices, policies, procedures and constitutional provision.
- C. Waives the right to file an unfair labor practice charge with PERC, a grievance under the CBA or to otherwise contest the decision of the City to contract out the services performed by its Police Department. The FOP agrees that the City has met all of its obligations under the Public Employee Relations Act to bargain in good faith over the impact of its decision to contract out these services to the Sheriff.

7. This MOA has been agreed to by the parties on this ____ day of _____, 2012.

Fraternal Order of Police, Lodge 43

City Manager of the City of St. Pete Beach,
Florida

By:



By:

Title:

General Counsel

Title:

Date:

11/4/12

Date:

This Memorandum of Agreement has been ratified as follows:

Ratified by Bargaining Unit

By:

Title:

Date:



General Counsel

11/4/12

Ratified by the City Commission

By: Steve McFarlin

Title: Mayor

Date:

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

Issue Considered: Ordinance 2012-24, amends Chapter 66, Pensions and Retirement, Article IV, Firefighters Retirement System; implementing a benefit freeze; providing for modifications of certain benefits for future service; amending certain definitions; revising employee contributions; revising the vesting period; amending benefit amounts and eligibility; and amending the deferred retirement option plan.

Date: December 11, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: This ordinance provides for the changes to the Firefighters' Retirement System the City Commission voted to implement at the August 14th Impasse Hearing. The one change since the first reading is the effective date will be 1/1/13.

At their September 27, 2012 meeting, the City Commission gave the City Manager until December 1 to make a recommendation for any changes to those approved at the impasse hearing. Prior to considering any changes we need to understand whether the proposed changes still qualify as a 175 plan under the new interpretations. The Division of Retirement nor the plan actuary have been able to answer this question. My recommendation is to implement the changes and if in the future the Division of Retirement determines these actions conflict with the requirements of 175 we can request an opportunity to correct at that time.

Requested Motion: "I move to approve Ordinance 2012-24 . . . read title"

Attachments: Ordinance 2012-24

ORDINANCE NO. 2012-24

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE IV, FIREFIGHTERS RETIREMENT SYSTEM; IMPLEMENTING A BENEFIT FREEZE; PROVIDING FOR MODIFICATIONS OF CERTAIN BENEFITS FOR FUTURE SERVICE; AMENDING CERTAIN DEFINITIONS; REVISING EMPLOYEE CONTRIBUTIONS; REVISING THE VESTING PERIOD; AMENDING BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING THE DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Section 66-251 of Chapter 66, Article IV, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-251. - Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Salary means for credited service prior to October 1, 2012 ~~for credited service prior to October 1, 2012~~ January 1, 2013 shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual

compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995. Effective October 1, 2012 January 1, 2013 salary shall be defined in accordance with the provisions of section 66-339.

SECTION 2: A new Section 66-252, of Chapter 66, Article IV of the City Code of the City of St. Pete Beach is created to read as follows:

Sec. 66-252. – Benefit freeze and maximum benefit.

(a) Except as specifically provided in subsection (3) below, and Notwithstanding any other provision of the system, the accrued benefits of all active members shall be frozen on December 31 September 30, 2012, and such members shall thereafter accrue benefits in accordance with section 66-339. Such members shall be eligible to receive their frozen accrued benefit with no reduction upon termination of employment and attaining age 55 or upon completion of 25 years of credited service. Such members who attain age 50 with 10 years of credited service, or 20 years of credited service regardless of age, shall be eligible to receive their frozen accrued benefit reduced by 3% for each year prior to the member's earliest applicable normal retirement date.

(b) The benefits of members who are employed and not participating in the DROP on September 30 December 31, 2012 shall be payable in two parts:

(1) the frozen accrued benefit based credited service, average final compensation and the provisions of the system in effect on December 31 September 30, 2012; and

(2) the benefit based on credited service, average final compensation and the provisions of the system in effect on and after October 1, 2012 January 1, 2013.

(c) Effective October 1, 2012 January 1, 2013, the maximum combined benefit under the system shall be 75% of average final compensation. Provided, if a member's accrued benefit as of October 1, 2012 January 1, 2013 is 75% or more of average final compensation, the benefit percentage may not be reduced.

(d) Notwithstanding any other provision of the system, the benefits of members who have attained age 55 or 25 years of credited service as of September 30 December 31, 2012 shall not be frozen, and such members shall continue to accrue benefits in accordance with the provisions of the system in effect on September 30 December 31, 2012 for as long as they are employed in a position covered by the system.

SECTION 3: Section 66-254 of Chapter 66, Article IV, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-254. - Contributions.

(a) *Member contributions.* Contributions to the system shall be subject to the following:

(1) *Amount.* Each member of the system who has attained age 55 or 25 years of credited service on ~~September 30~~December 31, 2012 shall be required to make regular contributions to the fund in the amount of 10.3 percent of his salary. Members who are employed on ~~September 30~~December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after ~~October 1, 2012~~January 1, 2013, shall be required to make contributions to the fund in accordance with section 66-339.

* * *

SECTION 4: Section 66-262 of Chapter 66, Article IV, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-262. - Vesting.

* * *

(4) Notwithstanding any other provision of this section 66-262, the provisions of this section shall apply to benefits accruing prior to ~~October 1, 2012~~January 1, 2013. Effective ~~October 1, 2012~~January 1, 2013, for benefits accruing on and after that date, vesting rights shall be as provided in section 66-339; provided, members who are employed on ~~September 30~~December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be entitled to a vested benefit in accordance with this section 66-262.

SECTION 5: Section 66-326 of Chapter 66, Article IV, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-326. - Benefit amounts and eligibility.

(a) *Normal retirement date.* ~~A member's~~ The normal retirement date for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to ~~October 1, 2012~~January 1, 2013; and members who are employed on ~~September 30~~December 31,

2012 and have attained age 55 or 25 years of credited service on that date shall be the first day of the month coincident with or next following the earlier of the attainment of age 55, regardless of years of credited service or the completion of 25 years of credited service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. The normal retirement date for members who are employed on ~~September 30~~December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after ~~October 1, 2012~~January 1, 2013, shall be as provided in section 66-339; provided, members who are employed on ~~September 30~~December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through ~~September 30~~December 31, 2012 upon attaining age 55 or 25 years of credited service, and terminating city employment.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit for credited service earned prior to ~~October 1, 2012~~January 1, 2013 shall equal 3.4 percent of average final compensation, for each year of credited service. The normal retirement benefit for credited service on and after ~~October 1, 2012~~January 1, 2013 shall be as provided in section 66-339. Notwithstanding any other provision of this subsection, the normal retirement benefit of a member who is employed on ~~September 30~~December 31, 2012 and has attained age 55 or 25 years of credited service on that date shall equal 3.4 percent of average final compensation for all years of credited service.

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service or the completion of 20 years of credited service regardless of age. Early retirement under the plan is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date. Effective ~~October 1, 2012~~January 1, 2013, there shall be no early retirement date or early retirement benefit; provided, members who are employed on ~~September 30~~December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through ~~September 30~~December 31, 2012 with the 3% reduction provided in subsection (d)(2) below, upon attaining age 50 with 10 years of credited service or 20 years of credited service regardless of age, and terminating city employment.

(d) *Early retirement benefit.* A member retiring hereunder on his early date may receive either a deferred or an immediate monthly retirement benefit payable for life as follows:

(1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a firefighter and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement as his normal retirement date except that credited service and average final compensation shall be determined as of his early retirement date; or

(2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subsection (d)(1) of this section, reduced by three percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a firefighter.

(e) *Cost-of-living adjustment.* The monthly amount payable based on credited service prior to ~~October 1, 2012~~ January 1, 2013 to any retiree, including current retirees, and his joint pensioner or beneficiary, if applicable, who retires on or after such member's normal or early retirement date, not including terminated vested persons or disability retirees, shall be subject to an annual cost-of-living adjustment commencing on the first October 1 following seven complete years of receiving retirement income payments. The cost-of-living adjustment shall be three percent of the previous years' benefit amount. There shall be no cost of living adjustment applied to benefits based on credited service on or after ~~October 1, 2012~~ January 1, 2013; provided, members who are employed on ~~September 30~~ December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall continue to be eligible for the cost of living adjustment provided in this subsection applied to benefits based on all periods of credited service.

(f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

SECTION 6: Section 66-262 of Chapter 66, Article IV, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-335. - Deferred retirement option plan.

(a) *Definitions.* As used in this section 66-335, the following definitions apply:

(1) *DROP* means the City of St. Pete Beach Firefighters' Deferred Retirement Option Plan.

(2) *DROP account* means the account established for each DROP participant under subsection (c).

(b) *Participation.*

(1) *Eligibility to participate.* In lieu of terminating his employment as a firefighter, any member who is eligible for normal retirement under subsection 66-326(a), of the system may, prior to ~~October 1, 2012~~ January 1, 2013, elect to defer receipt of such service retirement pension and to participate in the DROP. Notwithstanding any other provision of this section, the DROP shall be closed to new participants effective ~~October 1, 2012~~ January 1, 2013, and no member may enter the DROP on or after that date; provided, a member who is employed on ~~September 30~~ December 31, 2012 and has attained age 55 or 25 years of credited service on that date may enter and participate in the DROP on or after ~~October 1, 2012~~ January 1, 2013 in accordance with the provisions of this section.

* * *

SECTION 7: A new Section 66-339 of Chapter 66, Article IV of the City Code of the City of St. Pete Beach is created to read as follows:

Sec. 66-339. Benefits Effective ~~October 1, 2012~~ January 1, 2013.

(a) Effective ~~October 1, 2012~~ January 1, 2013 all members employed on that date who have not attained age 55 or 25 years of credited service, and all members hired on or after that date, shall accrue benefits as provided in this section 66-339. The provision of this section shall not apply to members who have retired, separated from service with the City with the right to a deferred vested benefit, entered DROP or attained normal retirement eligibility prior to ~~October 1, 2012~~ January 1, 2013.

(b) Benefit Amounts and Eligibility:

(1) *Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age 60 and completion of 10 years of credited service, or 30 years of credited service regardless of age. Provided, a member with 10 or more years of credited service on ~~September 30~~ December 31, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.

(2) *Normal retirement benefit.* A member retiring on or after the normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal 1.25 percent of average final compensation for each year of credited service earned on or after ~~October 1, 2012~~ January 1, 2013, up to a maximum of 75% of average final compensation. Provided, if a member's accrued benefit as of ~~October 1, 2012~~ January 1, 2013 is 75% or more of average final compensation, the benefit percentage may not be reduced.

(3) *No Early retirement.* A member may not receive an immediate or deferred retirement benefit under this section, prior to attaining his or her normal retirement date as defined in this section.

(c) COLA. Members accruing benefits under this section shall not be entitled to a cost of living adjustment.

(d) Vesting. If a member terminates employment, either voluntarily or by lawful discharge, the member shall be entitled to the following:

(1) With less than 10 years of credited service (including credited service earned prior to ~~October 1, 2012~~ January 1, 2013), a member is entitled to a refund of member contributions without interest.

(2) With 10 or more years of credited service (including credited service earned prior to ~~October 1, 2012~~ January 1, 2013) a member is entitled to either:

a. The pension benefit accrued to the member's date of termination, based on the terms of the plan in effect on such date of termination, payable commencing at the member's otherwise normal retirement date, provided the member does not elect to withdraw his or her member contributions; or

b. Refund of member contributions without interest.

(e) *Employee contribution.* Effective ~~October 1, 2012~~ January 1, 2013 each member of the system shall be required to make regular contributions to the fund in the amount of 3 percent of salary; provided, members who are employed on ~~September 30~~ December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be required to make regular contributions to the fund in the amount of 10.3 percent of salary.

(f) *DROP.* No member may enter the DROP on or after ~~October 1, 2012~~ January 1, 2013. Members already participating in DROP on ~~October 1, 2012~~ January 1, 2013 may complete their DROP participation. Provided, members who are employed on ~~September 30~~ December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be eligible to enter and participate in the DROP on or after ~~October 1, 2012~~ January 1, 2013.

SECTION 8: Codification

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 98: Severability.

If any provision of this Ordinance or the application thereof is held invalid such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications and to this end the provisions of this Ordinance are hereby declared severable.

SECTION 109: Repeal of Ordinances in Conflict.

All other ordinances of the City of St. Pete Beach Florida or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

SECTION 1140: Effective Date.

This Ordinance shall take effect on the date of passage upon second and final reading, except as otherwise specifically provided..

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 2012-27, amends Chapter 66, Pensions and Retirement, Article III, Police Officers' Retirement System; implementing a benefit freeze; providing for modifications of certain benefits for future service; amending certain definitions; revising employee contributions; revising the vesting period; amending benefit amounts and eligibility; amending the deferred retirement option plan; and providing for a share plan.

Date: December 11, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: This ordinance provides for the changes to the Police Officers' Retirement System the City Commission voted to implement at the August 14th Impasse Hearing and for a share plan that has been agreed to by the FOP.

Requested Motion: "I move to approve Ordinance 2012-27 . . . read title"

Attachments: Ordinance 2012-27

ORDINANCE NO. 2012-27

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE III, POLICE OFFICERS' RETIREMENT SYSTEM; IMPLEMENTING A BENEFIT FREEZE; PROVIDING FOR MODIFICATIONS OF CERTAIN BENEFITS FOR FUTURE SERVICE; AMENDING CERTAIN DEFINITIONS; REVISING EMPLOYEE CONTRIBUTIONS; REVISING THE VESTING PERIOD; AMENDING BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING THE DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR A SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Section 66-141 of Chapter 66, Article III, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-141. - Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Credited service means the total number of years and fractional parts of years of service as a police officer with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer. Credited service shall include periods of employment by the Pinellas County Sheriff's Office pursuant to an interlocal agreement between the City of St. Pete Beach and the Pinellas County Sheriff's Office, by police officers who elect to continue participating in this system. A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the police department pending the possibility of being reemployed as a police officer, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the police department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a police officer with the police department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five

years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any re-employment a police officer shall not receive credit for the years and fraction parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of years that a member performs "qualified military service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L. 103-353), after separation from employment as a police officer with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a police officer within one year from the earlier of the date of his military discharge or release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

* * *

Salary means for credited service prior to January 31, 2013 shall mean the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the

applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account under this article as in effect July 1, 1993. Effective February 1, 2013 salary shall be defined in accordance with the provisions of section 66-229.

* * *

SECTION 2: Section 6-143 of Chapter 66, Article III of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-143. – Benefit freeze; maximum benefit; refund of contributions.

Notwithstanding any other provision of the system:

- (a) The accrued benefits of all active members shall be frozen on January 31, 2013, and such members shall thereafter accrue benefits in accordance with section 66-229. Such members shall be eligible to receive their frozen accrued benefit with no reduction upon attaining age 55 or upon completion of 25 years of credited service. Such members who attain age 50 with 10 years of credited service, or 20 years of credited service regardless of age, shall be eligible to receive their frozen accrued benefit reduced by 3% for each year that retirement precedes the member's earliest applicable normal retirement date.
- (b) The benefits of members who are employed and not participating in the DROP on January 31, 2013 shall be payable in two parts:
 - a. the frozen accrued benefit based on the vested percentage, credited service, average final compensation and other provisions of the system in effect on January 31, 2013; and
 - b. the benefit based on credited service, average final compensation and the provisions of the system in effect on and after February 1, 2013.
- (c) Effective February 1, 2013, the maximum combined benefit under the system shall be 75% of average final compensation. Provided, if a member's accrued benefit as of February 1, 2013 is 75% or more of average final compensation, the benefit percentage may not be reduced.
- (d) The benefits of members who have attained age 55 or 25 years of credited service as of January 31, 2013 shall not be frozen, and such members shall continue to accrue benefits in accordance with the provisions of the system in effect on January 31, 2013 for as long as they are employed in a position covered by the system.
- (e) Any member employed as a police officer on October 1, 2012, may elect to receive a refund of accumulated member contributions, without interest, in lieu of any benefit from the system. A member who receives a refund of accumulated contributions shall not thereafter be eligible for any benefit from the system.

SECTION 3: Section 66-144 of Chapter 66, Article III, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-144. - Membership.

- (a) *Conditions of eligibility.* All police officers as of June 18, 1991 and all future new police officers shall become members of this system under this article as a condition of employment, except that if the chief of police has entered into an agreement with the city wherein he shall be permitted to participate in a pension plan other than the one provided in this article, he shall be entitled to waive participation in this plan. In order to waive such participation, the chief of police shall notify the city manager and the board of trustees, in writing, of his decision to waive such participation. The waiver shall be kept by the city clerk with a duplicate original copy maintained in the personnel file of the chief of police.
- (b) *Designation of beneficiary.* Each police officer shall complete a form prescribed by the board designating a beneficiary or beneficiaries.
- (c) *Police officers employed by Pinellas County Sheriff's Office.* Police officers who are employed by the Pinellas County Sheriff's Office pursuant to an interlocal agreement between the City of St. Pete Beach and the Pinellas County Sheriff's Office, who elect to continue participating in this system, shall remain members of this system for as long as they are employed in a position covered by the system, until retirement.

SECTION 4: Section 66-146 of Chapter 66, Article III, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-146. - Contributions.

- (a) *Member contributions.* Under this article, contributions of members shall be made as follows:

(1) *Amount.* Each member of the system shall be required to make regular contributions to the fund in the amount of 8.3 percent of his salary through January 31, 2013. Effective February 1, 2012, each member of the system who has not attained age 55 or 25 years of credited service on that date, and members hired on or after February 1, 2013, shall be required to make contributions to the fund in accordance with section 66-229. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

* * *

SECTION 5: Section 66-149 of Chapter 66, Article III, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-149. - Vesting.

* * *

(4) Notwithstanding any other provision of this section 66-149, the provisions of this section shall apply to benefits accruing prior to February 1, 2013. Effective February 1, 2013, for benefits accruing on and after that date, vesting rights shall be as provided in section 66-229; provided, members who are employed on January 31, 2013 and have attained age 55 or 25 years of credited service on that date shall have vesting rights as provided in this section 66-149.

SECTION 6: Section 66-216 of Chapter 66, Article III, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-216. - Benefit amounts and eligibility.

(a) *Normal retirement date.* Under this article, ~~a member's~~ the normal retirement date for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to February 1, 2013, and members who are employed on January 31, 2013 and have attained age 55 or 25 years of credited service on that date, shall be the first day of the month coincident with or the next following the earlier of the attainment of age 55 or the completion of 25 years of credited service. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. ~~Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.~~ The normal retirement date for members who are employed on January 31, 2013 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after February 1, 2013, shall be as provided in section 66-229; provided, members who are employed on January 31, 2013 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit based on credited service prior to January 31, 2013, upon attaining age 55 or 25 years of credited service, or a reduced early retirement benefit based on their frozen accrued benefit upon attaining age 50 with 10 years of credited service or 20 years of credited service.

(b) *Normal retirement benefit.* A member retiring under this article on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month next following his retirement and shall be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall be as follows:

- (1) If a member was hired by the city as a police officer prior to October 1, 1981, the monthly retirement benefit shall be equal to three and two-tenths percent of average final

compensation for each year of credited service prior to October 1, 1981, plus four percent of average final compensation for each year of credited service subsequent to October 1, 1981, provided that the maximum monthly retirement benefit shall not exceed 90 percent of average final compensation or the minimum monthly benefit required by F.S. ch. 185, whichever is greater.

(2) If a member was hired by the city as a police officer on or after October 1, 1981, the monthly retirement benefit for credited service earned prior to October 1, 2012 shall be equal to three and two-tenths percent of average final compensation for each year of credited service, provided that the maximum monthly retirement benefit shall not exceed 90 percent of average final compensation or the minimum monthly benefit required by F.S. ch. 185, whichever is greater. The normal retirement benefit for credited service on and after February 1, 2013 shall be as provided in section 66-229. Notwithstanding any other provision of this subsection, the normal retirement benefit of a member who is employed on January 31, 2013 and has attained age 55 or 25 years of credited service on that date shall equal three and two-tenths percent of average final compensation for each year of credited service.

(c) *Early retirement date.* A member may retire on his early retirement date, which shall be the first day of any month coincident with or next following the earlier of the attainment of age 50 and the completion of ten years of credited service or the completion of 20 years of credited service regardless of age. Early retirement under the system is retirement ~~from employment with the city~~ on or after the early retirement date and prior to the normal retirement date. Effective February 1, 2013, there shall be no early retirement date or early retirement benefit; provided, members who are employed on January 31, 2013, but have not attained age 55 or 25 years of credited service on that date, shall be eligible to receive their frozen accrued benefit through January 31, 2013 with a three percent reduction as provided in subsection (d)(2) below, upon attaining age 50 with 10 years of credited service or 20 years of credited service regardless of age.

(d) *Early retirement benefit.* A member retiring under this article on his early retirement date may receive a deferred or an immediate monthly retirement benefit payable for life as follows:

(1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a police officer and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement as his normal retirement date, except that credited service and average final compensation shall be determined as of his early retirement date; or

(2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subsection (d)(1) of this section, reduced by 1/15 for each of the first five years and 1/30 for each of the next five years by which the commencement of benefits precedes the member's normal retirement date three percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a police officer.

(e) *Cost-of-living adjustment.* Beginning October 1 following the date which is ten years from February 1, 1994 or ten years from the date which was a member's actual normal retirement, or which would have been a member's normal retirement date, whichever is later, and on each October 1 thereafter, all retirees receiving a normal, early or disability benefit, who retired prior to March 14, 2006, and beneficiaries receiving benefits by virtue of a deceased retired member, but not including terminated vested members and the beneficiaries of terminated vested members, shall have their benefits increased by three percent. This cost-of-living adjustment shall apply to all described retirees and beneficiaries, regardless of whether they retired before or after February 1, 1994, but prior to March 14, 2006.

(f) *Cost-of-living adjustment.* Beginning October 1 following the date which is seven years from the date which is a member's actual normal retirement or which would have been a member's normal retirement date, and on each October 1 thereafter, all retirees receiving a normal, early or disability benefit who retire on or after March 14, 2006, and beneficiaries receiving benefits by virtue of a deceased retired member, but not including terminated vested members and the beneficiaries of terminated vested members, shall have their benefits increased by three percent for all credited service earned prior to February 1, 2013. This reduction in the cost of living adjustment deferral period from ten years to seven years shall be funded from the annual state monies received by the plan in excess of \$37,731.99. The maximum additional state monies that can be used in each year for this benefit, enhancement is \$23,162.00. There shall be no cost of living adjustment applied to benefits based on credited service on or after February 1, 2013; provided, members who are employed on January 31, 2013 and have attained age 55 or 25 years of credited service on that date shall continue to be eligible for the cost of living adjustment provided in this subsection applied to benefits based on all periods of credited service.

(g) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

SECTION 7: Section 66-225 of Chapter 66, Article III, of the City Code of the City of St. Pete Beach is hereby amended to read as follows:

Sec. 66-225. - Deferred retirement option plan.

(a) *Definitions.* As used in this section 66-225, the following definitions apply:

- (1) "*DROP*" means the City of St. Pete Beach Police Officers' Deferred Retirement Option Plan.
- (2) "*DROP account*" means the account established for each DROP participant under subsection (c).

(b) *Participation.*

- (1) *Eligibility to participate.* In lieu of terminating his employment as a police officer, any member who is eligible for normal retirement under subsection 66-216(a), of the system

may, prior to February 1, 2013 elect to defer receipt of such service retirement pension and to participate in the DROP. Notwithstanding any other provision of this section, the DROP shall be closed to new participants effective February 1, 2013, and no member may enter the DROP on or after that date; provided, a member who is employed on January 31, 2013 and has attained age 55 or 25 years of credited service on that date may enter and participate in the DROP on or after February 1, 2013 in accordance with the provisions of this section.

* * *

SECTION 8: A new Section 66-229 of Chapter 66, Article III of the City Code of the City of St. Pete Beach is created to read as follows:

Sec. 66-229. Benefits Effective February 1, 2013.

(a) Effective February 1, 2013 all members employed on that date who have not attained age 55 or 25 years of credited service, and all members hired on or after that date, shall accrue benefits as provided in this section 66-229. The provisions of this section shall not apply to members who have retired, terminated employment with the right to a deferred vested benefit, entered DROP or attained normal retirement eligibility prior to February 1, 2013.

(b) Benefit Amounts and Eligibility:

(1) *Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age 60 and completion of 10 years of credited service, or 30 years of credited service regardless of age. Provided, a member with 10 or more years of credited service on January 31, 2013 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date.

(2) *Normal retirement benefit.* A member retiring on or after the normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal 1.25 percent of average final compensation for each year of credited service earned on or after February 1, 2013, up to a maximum of 75% of average final compensation. Provided, if a member's accrued benefit as of February 1, 2013 is 75% or more of average final compensation, the benefit percentage may not be reduced.

(3) *No Early retirement.* A member may not receive an immediate or deferred retirement benefit under this section, prior to attaining his or her normal retirement date as defined in this section.

(c) COLA. Members accruing benefits under this section shall not be entitled to a cost of

living adjustment.

(d) *Salary.* For purposes of this section, salary shall be defined as a member's base pay, excluding overtime and all other forms of compensation.

(e) *Vesting.* If a member terminates employment, either voluntarily or by lawful discharge, the member shall be entitled to the following:

(1) With less than 10 years of credited service (including credited service earned prior to February 1, 2013), a member is entitled to a refund of member contributions without interest.

(2) With 10 or more years of credited service (including credited service earned prior to February 1, 2013) a member is entitled to either:

a. The pension benefit accrued to the member's date of termination, based on the terms of the plan in effect on such date of termination, payable commencing at the member's otherwise normal retirement date, provided the member does not elect to withdraw his or her member contributions; or

b. Refund of member contributions without interest.

(f) *Employee contribution.* Effective February 1, 2013 each member of the system shall be required to make regular contributions to the fund in the amount of 3 percent of salary; provided, members who are employed on January 31, 2013 and have attained age 55 or 25 years of credited service on that date shall be required to make regular contributions to the fund in the amount of 8.3 percent of salary.

(g) *DROP.* No member may enter the DROP on or after February 1, 2013. Members already participating in DROP on February 1, 2013 may complete their DROP participation. Provided, members who are employed on January 31, 2013 and have attained age 55 or 25 years of credited service on that date shall be eligible to enter and participate in the DROP on or after February 1, 2013.

SECTION 9: A new Section 66-230 of Chapter 66, Article III of the City Code of the City of St. Pete Beach is created to read as follows:

Sec. 66-230. Share plan.

(a) Effective February 1, 2013, there is created a supplemental retirement benefit for the City of St. Pete Beach police officers in accordance with this section. The supplemental retirement benefit shall consist of an individual share account established for each police officer employed by the City on October 1, 2012, including DROP participants. The supplemental retirement benefit shall be funded solely by excess premium tax revenues received by the City pursuant to Chapter 185, Florida Statutes, as provided in this section. The total initial amount to be allocated to the participants' share accounts as provided herein shall be the 'total state monies reserve' reflected in the actuarial valuation report as of October 1, 2012. In the event the Division of Retirement determines that a lesser amount of Ch. 185

monies are available to fund the Share Plan, the Share Plan shall be funded with the amount of Ch. 185 revenues determined to be available by the Division of Retirement. Participants' share accounts shall be credited with premium tax revenues and investment earnings or losses, and distributed as follows:

(1) *Crediting of Excess Premium Tax Monies:* No later than April 1, 2013, a share account shall be established for each eligible member, and each share account shall be credited as follows. Each member who was employed as a police officer on October 1, 2012 shall receive one share for each complete month of credited service earned from January 1, 2006 through December 31, 2012, or date of DROP entry, whichever applies to each individual. The total number of shares thus determined shall be divided into the total amount of premium tax monies to be allocated to derive the initial value of each share.

- a. *Examples:* Officer (A) was employed January 1, 2006 and entered the DROP July 1, 2008. In the initial crediting of premium tax monies, this officer would receive 12 shares for 12 months of credited service in 2006, 12 shares for 12 months of credited service in 2007 and 6 shares for 6 months of credited service in 2008 before entering the DROP (total: 30 shares).
- b. *Example:* Officer (B) was employed January 1, 2006 and is still an active member of the system (non-DROP) on October 1, 2012. In the initial crediting of premium tax monies, this officer would receive one share for each month of credited service from January 1, 2006 through December 31, 2012 (total: 72 shares).
- c. *Example:* Officer (C) was employed in mid-November 2009 and is still an active member of the system (non-DROP) on December 31, 2012. In the initial crediting of premium tax monies, this officer would not receive a share for November 2009 since it was not a full month of credited service, but the officer would receive a share for each month thereafter through December 31, 2012 (total: 37 shares).

(3) *Investment Earnings and Losses:* Effective January 1, 2014 and each January 1 thereafter, each participant's share account balance shall be credited or debited with earnings or losses at a rate equal to the fund's actual net rate of investment return for the plan year ending on the preceding September 30. There are no percentage gains guaranteed since all gains and losses are determined by the fund's market performance.

(b) *Distribution of Share Accounts:* Participants shall be eligible to receive a distribution of one hundred percent (100%) of the balance in their share account, together with all applicable earnings and losses credited to their share account through the date of termination of employment. The designated beneficiary of a participant who dies while employed shall receive the accumulated total of the participant's share account balance and a participant who is awarded a disability benefit from the system shall receive the accumulated total of his/her share account balance. Payment of the share account balance shall be by lump sum, which shall consist of the accumulated total balance of the participant's share account, or, at the participant's direction, all or a portion of the share account balance may be rolled over to an IRA or another qualified plan in accordance with applicable law. The distribution of participants' share account

funds is subject to the U.S. Internal Revenue Code, and distributions shall be made with any applicable taxes and penalties withheld as required by law.

SECTION 10: Codification

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION: Severability.

If any provision of this Ordinance or the application thereof is held invalid such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications and to this end the provisions of this Ordinance are hereby declared severable.

SECTION 11: Repeal of Ordinances in Conflict.

All other ordinances of the City of St. Pete Beach Florida or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

SECTION 12: Effective Date.

This Ordinance shall take effect on the date of passage upon second and final reading, except as otherwise specifically provided..

Steve McFarlin, MAYOR

FIRST READING : _____

PUBLISHED : _____

SECOND READING: _____

PUBLIC HEARING : _____

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

Rebecca Haynes, City Clerk

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

Issue Considered: Resolution 2012-18, appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate for the City's Code Enforcement Division.

Date: December 11, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: Pursuant to the requirements of Chapter 82 of the Code of Ordinance, Traffic and Vehicles, the city commission appoints an attorney to hear parking citation cases. The Land Development Code, Division 3, Section 3.14(e) provides that the city commission may appoint a hearing officer to hear appeals. Also, in accord with the requirement of Section 22-274, the Special Magistrate appointment shall be made by the city manager on the basis of experience or interest in code enforcement. Such appointment shall be submitted to the city commission for ratification. The appointment shall be made for a term of one year.

Requested Motion: "I move to approve Resolution 2012-18 (read title)."

Attachments: Resolution 2012-18

RESOLUTION 2012-18

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

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting held on Tuesday, December 11, 2012, resolves as follows:

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

WHEREAS, Division 3, Section 3.14(e) of the Land Development Code, provides that the city commission may appoint one or more hearing officers to hear appeals; and,

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

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

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

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 11th day of December 2012.

Steve McFarlin, Mayor

ATTEST:

Rebecca Haynes, City Clerk

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

Issue Considered: Resolution 2012-19

Date: December 11, 2012

Prepared By: Catherine Hartley, AICP, CNU-A, Senior Planner

Summary of Issue: The applicant has requested the vacation of 4 utility/drainage easements on the property located at 655 77th Avenue and further shown on the attached survey. To staff's knowledge, there are no utilities located within these easements. Other utility providers have not objected to this request.

Requested Motion: "I move to approve Resolution 2012-19 (read title)"

Attachments: Resolution 2012-19; support documentation

Reviewed by City Manager: MB

RESOLUTION NO. 2012-19

A RESOLUTION BY THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, VACATING FOUR 5-FOOT UTILITY AND DRAINAGE EASEMENTS BETWEEN LOTS AND 3 AND 4 OF BLOCK 78, NORTH UNIT NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21. PAGE 27 PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The owner of the Southerly half of Lot 1, Lot 3 and Lot 4 less the easterly 20.5 feet thereof, Block 78, St. Petersburg Beach North Unit No. 1 according to the Plat thereof recorded in Plat book 21, page 27, Public records of Pinellas County, Florida have requested the City vacate the 4 easements located across the parcel for drainage and public utilities of 5 feet lying between lots 1 and 3 and lots 3 and 4, Block 78, St. Petersburg Beach North Unit No. 1 according to the Plat thereof recorded in Plat book 21, page 27, Public records of Pinellas County, Florida;

WHEREAS, there are no utilities located within the easement and no current plans to place any utilities within the easement;

WHEREAS, the Southern half of Lot 1, Lot 3, and the westerly portion of lot 4 (less the easterly 20.5 feet) have been developed as one lot with a single family home situated thereon;

WHEREAS, two of the easements are located under the existing structure and the other two easements are located under the existing carport;

WHEREAS, the City of St. Pete Beach and other utility providers have no need for said easements.

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

Section 1: The City Commission of the City of St. Pete Beach, in accordance with the City Charter, hereby vacates the four utility and drainage easements located across the Southerly half of Lot 1, Lot 3 and Lot 4 less the easterly 20.5 feet thereof, Block 78, St. Petersburg Beach North Unit No. 1 according to the Plat thereof recorded in Plat book 21, page 27, Public records of Pinellas County, Florida.

Section 2: This resolution shall become effective immediately upon adoption.

STEVE MCFARLIN, MAYOR

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Resolution was adopted in accordance with the provisions of applicable law this 11th Day of December, 2012.

Rebecca Haynes, City Clerk

7116 GULF BLVD. • SUITE D • ST. PETE BEACH, FL 33706
(727) 363-6100 • FAX (727) 363-6116

PATRICIA FIELDS ANDERSON
THOMAS A. BRODERSEN



November 26, 2012

via personal delivery

Ms. Catherine Hartley, Senior Planner
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach FL 33706

Re: 655 77th Avenue, St. Pete Beach, Florida

Dear Ms. Hartley:

Attached you will find our PETITION TO VACATE EASEMENT(S) on this property:

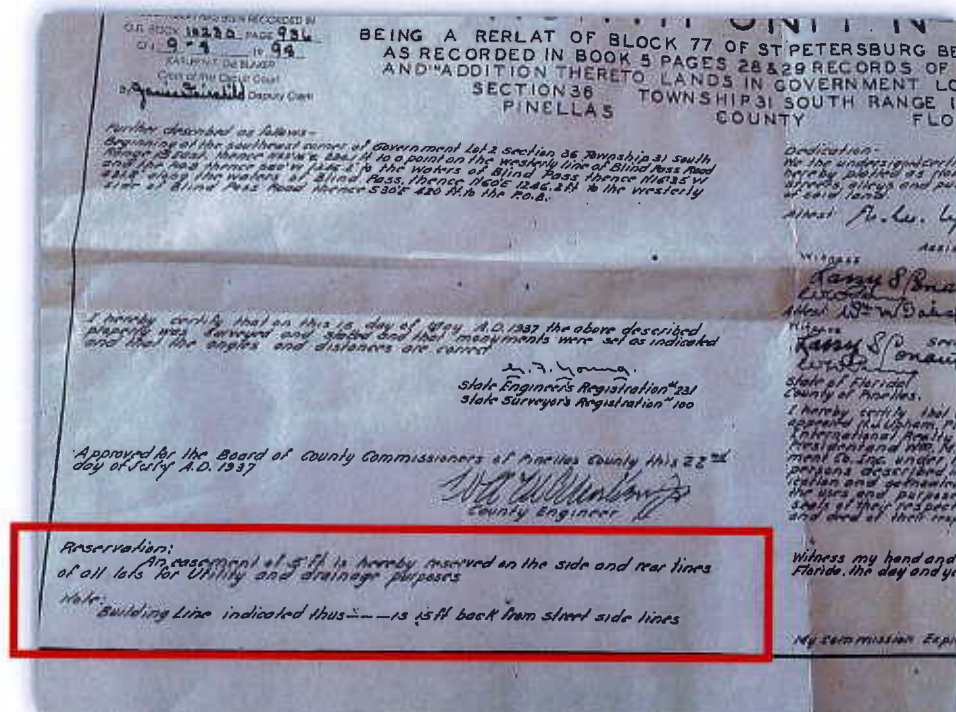
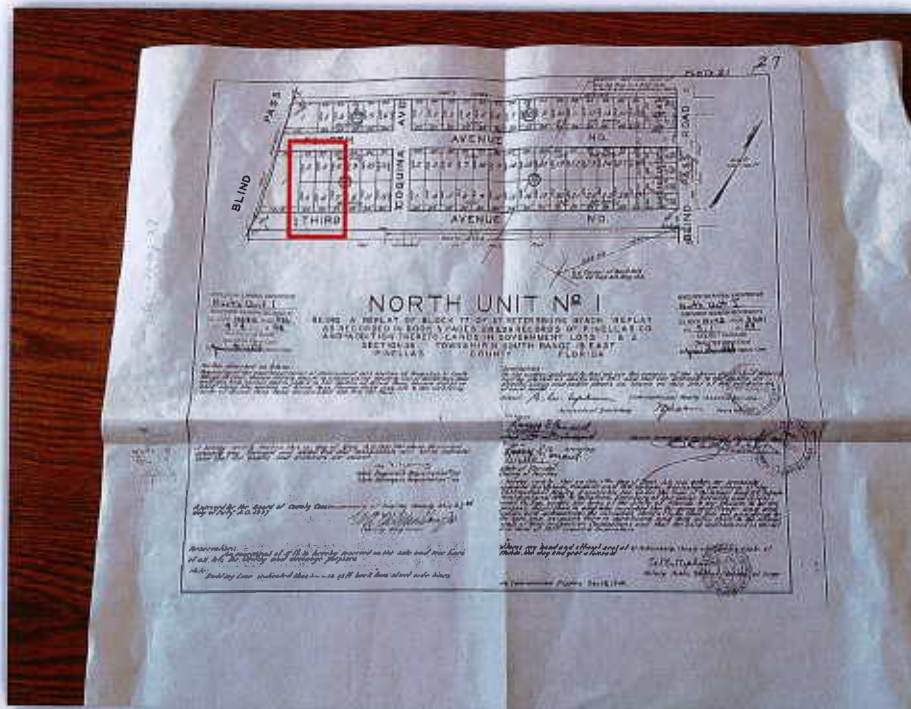
1. Petition
2. Owner's Authorization from Seller (Stambaugh) and Buyer (Monaghan)
3. No Objection letter from Progress Energy
4. No Objection letter from Brighthouse Networks
5. No Objection letter from Verizon Florida
6. Survey highlighted to show FOUR easements
7. Legal Description of subject property ("Exhibit A")
8. Affidavit of abutting property owner
9. Proposed Resolution of City Commission

My clients would very much like to have this matter heard at the regular meeting of the City Commission on December 11, 2012. If there are any questions, or if there is anything else I can provide to facilitate this matter, please let me know.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized first name and a last name, followed by a long horizontal line.

Plat (North Unit No. 1)



EXCEPT AS

The Southerly Half of Lot One (1) and all of Lot Three (3) and all of Lot Four (4) except that part of Lot Four (4) lying Easterly of the following described line: A line running from the Northerly to the Southerly boundary of said Lot Four (4) parallel to the Easterly boundary of said Lot Four (4) and seven (7) feet Easterly of the most Easterly point or line of the foundation of the garage now located on said Lot 4, Block 78, St. Petersburg Beach NORTH UNIT NO.1, as recorded in Plat Book 21, Page 27, Public Records of Pinellas County, Florida, and Except that part of said Lot Four (4) conveyed by Deed recorded in Official Records Book 2103, Page 708.

OTHERWISE DESCRIBED AS: The Southerly Half of Lot One (1), and all of Lot Three (3) and Lot Four (4) less the Northeasterly 20.05 feet thereof, all in Block 78 of St. Petersburg Beach NORTH UNIT NO.1, as recorded in Plat Book 21, Page 27, Public Records of Pinellas County, Florida, less that part of said Lot Four (4) conveyed by Deed recorded in Official Records Book 2103, Page 708.



PETITION TO VACATE EASEMENT

Case Number: _____

OWNER:

Name: STAMBAUGH, Althea, as Trustee / MONAGHAN, Sean C. (Buyer)

Address: 4300 Poinsettia Drive / 707 President Street, Apt 1231

City: St. Pete Beach State: FL 33706 / Baltimore, Maryland 21202

Zip: _____ Phone: (727) 455-3875 / (443) 422-4097

AUTHORIZED AGENT:

Name: ANDERSON & BRODERSEN, P.A. Thomas A. Brodersen, Esq.

Address: 7116 Gulf Blvd., Suite D

City: St. Pete Beach State: Florida

Zip: 33706 Phone: (727) 363-6100

PROPERTY (Address and Legal Description): 655 77th Avenue, St. Pete Beach
Lot 3, all of Lot 4 less the E'ly 20.5 ft thereof, and the S'ly
half of Lot 1, Block 78, NORTH UNIT 1

DETAILS OF THE REQUEST: (Add additional sheets if necessary)

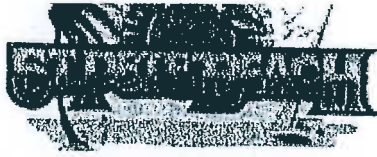
Vacate FOUR five-foot (5') easements across property for utilities
and drainage purposes.

This application, together with all required supporting document, shall be submitted by 12:00 noon on the stated filing date for the City Commission. Failure to do so will delay your application to a later date.

See Attached Owner's Authorization

Owner Signature and Date

Authorized Agent Signature and Date



Owner's Authorization for Agent
Community Development Department
City of St. Pete Beach, Florida

I/WE Althea F. Stanbrough
(print name of property owner)

hereby authorize Thomas A. Brodersen, Esq.
(print name of agent)

to represent me/us in an application for Vacation of Easement
(type of application: variance, land use, zoning, special event, etc)

Althea F. Stanbrough

Signature of owner

Signature of owner

Althea F. Stanbrough
Print name of owner

Print name of owner

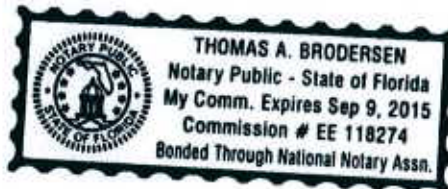
The foregoing instrument was acknowledged before me this 23rd day
of November 2012, by Althea F. Stanbrough who
is personally known _____ or produced her Florida Driver's License as
identification.

[Signature]

(Notary Signature)

(Date)

My commission expires _____





NOV 26 2012
COMMUNITY DEVELOPMENT

Owner's Authorization for Agent
Community Development Department
City of St. Pete Beach, Florida

I/WE Sean C Monaghan
(print name of property owner)

hereby authorize Thomas A Brodersen
(print name of agent)

to represent me/us in an application for Vacation of Easement
(type of application: variance, land use, zoning, special event, etc)

Sean C. Monaghan
Signature of owner
SEAN C MONAGHAN
Print name of owner

Signature of owner

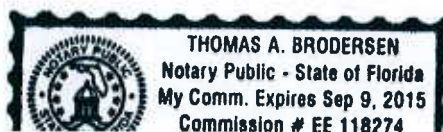
Print name of owner

The foregoing instrument was acknowledged before me this 23rd day
of November 2012, by Sean C. Monaghan who
is personally known _____ or produced his Maryland driver license as
identification.

[Signature]
(Notary Signature)

11/23/12
(Date)

My commission expires _____



St. Pete Beach, Florida 33706

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

Kathleen L. Lynd, being duly sworn, deposes and states:

1. I am the owner of certain premises located 650 78th Avenue, St. Pete Beach, Florida.
2. I have been shown a survey of the property immediately south of my home, that is, 655 77th Avenue, prepared by David C. Harner P.L.S. and dated October 26, 2012 (the "Survey"), which survey is attached hereto and made a part hereof.
3. The Survey shows four five-foot side lot line utility easements which run across the property immediately south of my home.
4. I am informed that these easements do not affect my property or utility services to my property.
5. I have no objection to the City of St. Pete Beach vacating, abandoning or removing the above-referenced easements from the property located at 655 77th Avenue.


Kathleen L. Lynd

Sworn to before me this 21st

day of November, 2012.



stormwater
Reclaimed Water
Wastewater

George Kinney

From: Steven Hallock
Sent: Wednesday, November 28, 2012 9:38 AM
To: Catherine Hartley
Cc: Mike Bonfield; George Kinney
Subject: FW: 655 77th
Attachments: 655 77th.jpg; easement78th.pdf

We have finished our investigation and we have no wastewater, reclaimed water or stormwater located in these easements. We service all of our customers from the street and cannot see ever needing to utilize the easements. As a result we are not opposed to the vacating. If you need anything else please let me know.

Steven J. Hallock

Public Services Director
City of St Pete Beach
155 Corey Ave, St Pete Beach, FL 33706-1839
Phone: 727.363.9243
FAX: 727.367.2736
s.hallock@stpetebeach.org
www.stpetebeach.org

From: City Planner
Sent: Friday, November 16, 2012 3:55 PM
To: Renee Cooper
Cc: George Kinney; Steven Hallock
Subject: 655 77th

Hi Renee,

I have a fun and interesting question for you on this lovely Friday afternoon.

George and I met with an attorney today who, on behalf of his client, wishes to submit an application for the vacation of a few utility easements. I have attached both a survey and a general map of the area (area in red box... a bit larger than the surveyed area). They need to know if we have ANY utilities in those easements. I looked over the GIS utility map and there isn't anything on the map, but we all know that doesn't mean there isn't something in the ground. Can you take a look at the attachments and tell me what you think?

Thanks so much!

Catherine

Catherine M. Hartley, AICP, CNU-a
Senior Planner
City of St. Pete Beach, Florida
727-363-9266

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Potable Water



November 26, 2012

Thomas A. Brodersen, Esq.
Anderson & Brodersen, P.A.
7116 Gulf Boulevard, Suite D
St. Pete Beach, FL 33706

Re: **Letter of No Objection**
Parcel ID: 36/31/15/61524/078/0030
Address: 655 77th Ave., St. Pete Beach, FL
Map Page: 10-GN

Dear Mr. Brodersen:

We have received your request for a letter of no objection to the vacation of four (4) five-foot (5') side lot line easements that traverse the referenced property. We have no potable water or reclaimed water facilities in that location; they lie within 77th Avenue right-of-way. Therefore, we do not object to the vacation of the easements.

Please feel free to contact me if I may be of further service at (727) 464-4068.

Sincerely,

Pinellas County Department of Environment & Infrastructure

A handwritten signature in cursive script that reads "Sandra L. McDonald".

Sandra L. McDonald, P.E.

Public Works Engineering Supervisor

PLEASE ADDRESS REPLY TO:

Telephone

COMMUNITY DEVELOPMENT



Verizon Florida LLC
1909 US Highway 301, Bldg. D
Tampa, FL 33619
(813) 627-8358

November 21, 2012

Mr. Thomas A. Brodersen
Anderson & Brodersen, P.A.
7116 Gulf Boulevard, Suite D
St. Pete Beach, FL 33706

RE: Vacation & abandonment of 5-foot side lot line Utility Easements and
Encroachment of a 5-foot rear lot easement
655 77th Avenue, St. Petersburg, FL (Stambaugh)
Pinellas County PID No. 36/31/15/61524/078/0030

Dear Mr. Brodersen:

_____ Verizon Florida LLC will require easements as indicated on the attached plat.

_____ Verizon Florida Inc requires no additional easements.

_____ Verizon Florida LLC does object to the above referenced right of way vacation. This is necessary, as we have facilities in the existing rights of way, which needs to be maintained.

XXXX Verizon Florida LLC has no objection to the above referenced requests.

_____ Verizon Florida LLC has no objection to the above referenced vacate providing we may maintain an easement presently occupied by our buried facilities or providing we are reimbursed for the relocation of our facilities to a new location. The approximate location of the facilities is depicted in the attached sketch.

Please call me if you have any questions or need any additional information at (727) 562-1102.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Johnson", with a long horizontal line extending to the right.

Randy Johnson
Specialist-Network Engineering Support

Cable

01/12/2012



Date: November 20, 2012

Thomas Brodersen
Anderson and Brodersen, P.A.
7116 Gulf Blvd., Suite D
St. Petersburg Beach, Fl. 33706
Parcel ID: 36-31-15-61524-078-0030

**Re: Vacation and abandonment of 5 foot side lot line Utility Easements
Encroachment of a 5 foot rear lot Utility Easement
Address: 655 77th Ave, St. Petersburg Beach, Fl.**

Dear Mr. Brodersen,

Thank you for advising us of the proposed project/vacation/adjustment.

☒ Bright House Networks has No Objection. See Note.

☐ Bright House Networks has no objections provided utility easements for our facilities are granted or retained. See Note.

☐ Bright House Networks has no objections provided the applicant bears the expense for the relocation of any Bright House Networks facilities to maintain service to customers affected by the proposed vacation or construction. See Note.

☐ In order to properly evaluate this request, Bright House Networks will need detailed plans of the facilities proposed for the subject areas.

☐ Bright House Networks has facilities within this area, which may conflict with this proposed project. Please call Sunshine One Call for locates. See Note.

☐ Bright House Networks requires 60 days written notice prior to the construction start date to relocate their facilities.

the four (4) five-foot (5) side lot line Utility Easements across the property lying on either side of the boundary line between Lot 1 and Lot 3, and between Lot 3 and Lot 4 of the property. In addition, Bright House Networks has no objection to the encroachment of a greenhouse into the 5 foot rear lot line easement of the above referenced address.

The encroachment, in its present form, does not constitute a violation of the National Electric Safety Code nor interfere with Bright House Network's use of the easement based on Bright House Network's current use of the easement area. Accordingly, Bright House shall consent to the current encroachment as long as the encroachment does not constitute a violation of the National Electric Safety Code or interfere with Bright House's use of the easement area.

This letter shall not constitute a waiver of Bright House's rights under the easement with respect to the encroachment. Should future use of the easement area by Bright House Networks pursuant to the easement result in the encroachment constituting either a National Electrical Safety Violation or an interference with Bright House Network's use of the easement area, removal or relocation of the encroachment within the easement area may be necessary at your expense.

Sincerely,



**Don Anthony
Construction Supervisor
Bright House Networks
Pinellas County, Fl.**

Electric

November 19, 2012



Thomas A. Brodersen
Anderson & Brodersen, P. A.
7116 Gulf Blvd., Suite D
St. Pete Beach, FL 33706

**RE: *Vacation and abandonment of 5 foot side lot line Utility Easements
Encroachment of a 5 foot rear lot utility easement
Address: 655 77th Avenue, St. Petersburg, FL
Parcel ID: 36-31-15-61524-078-0030***

Dear Mr. Brodersen:

Please be advised that Progress Energy Florida, Inc. (formerly known as Florida Power Corporation), Distribution and Transmission Departments have **"NO OBJECTIONS"** to the vacation and abandonment of the four (4) five-foot (5') side lot line utility easements across the property (lying on either side of the boundary line between Lot 1 and Lot 3, and between Lot 3 and Lot 4 of the property), which is more particularly described as follows:

The Southerly Half of Lot One and all of Lot 3 and Lot 4 LESS the Northeasterly 20.05 feet thereof, all in Block 78 of **ST. PETERSBURG BEACH NORTH UNIT NO. 1**, as recorded in Plat Book 21, Page 27 Records of Pinellas County, Florida, LESS that part of said Lot 4 conveyed by Deed recorded in Official Record Book 2103, Page 708.

See Legal Description on the accompanying Exhibit "A", attached hereto and incorporated herein by this reference.

In addition, we have **"NO OBJECTIONS"** to the encroachment of a greenhouse into the 5 foot rear lot line utility easement of the above referenced addressed.

The encroachment, in its present form, does not constitute a violation of the National Electric Safety Code nor interfere with Progress Energy's use of the easement area based on Progress Energy's current use of the easement area. Accordingly, Progress Energy shall consent to your current encroachment so long as such encroachment does not constitute a violation of the National Electric Safety Code nor interfere with Progress Energy's use of the easement area.

an interference with Progress Energy's use of the easement area, a removal or relocation of the encroachment within the easement area may be necessary at your expense.

Please contact me at 727-562-5651 if I may be of any further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tuyet La", with a stylized, flowing script.

Tuyet La
Land Agent
Distribution Right-of Way-Florida