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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, February 12, 2013

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. Capital improvement project close outs**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Approval of Minutes of the City Commission Shade Meeting of January 8, 2013; and the Regular Meetings of January 8, 2013 and January 22, 2013.**

- b. **Authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Beach Goes Pops Concert.**
 - c. **Authorize the City Manager to enter into an agreement with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless for temporary placement of portable cellular phone tower at 3300 Gulf Blvd.**
 - d. **Authorization for the City Manager enter into an agreement with Parkmobile USA Inc. to provide an additional system of payments for metered parking via mobile phone and or the internet.**
 - e. **Right-Of-Way Utilization Permit #280071 to reconstruct a storm-damaged shed overhang and columns in the City right-of-way at 105 8th Avenue.**
 - f. **Authorization for the City Manager to sign an addendum to an original vendor agreement made between the City and vendor Hill York related to a Florida Energy and Climate Commission/American Recovery and Reinvestment Act Grant.**
 - g. **Authorization for the City Manager to accept a proposal from Land & Water Engineering Science Inc. (LWES) in the amount of \$11,000 to survey and design three (3) seawall projects.**
- 5. Action Items – None for this agenda**
- 6. Ordinances**
- a. **Ordinance 2013-08, First Reading and Public Hearing, amending Sections 11.3 and 34.3 of the Land Development Code to allow Class B docks as permitted accessory uses and structures in the RLM-2 and DCR zoning districts and amending Division 12 of the Land Development Code to move Class B docks from Section 12.4 (Conditional Use) to Section 12.3 (permitted accessory uses and structures).**
- 7. Resolutions**
- a. **Resolution 2013-02, a resolution of the City of St. Pete Beach, Pinellas County, Florida, supporting a plan for a comprehensive expansion and renovation of the St. Pete Beach library facility and adjacent parking area.**
- 8. Items for Discussion – None for this agenda**

9. City Manager, City Attorney and City Commission Reports

a. Department Quarterly Reports (on line version only)

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: Capital Improvement Project close outs.

Date: February 12, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: In an effort to be transparent and accountable to all of the tax payers and utility customers in the City, staff likes to come back to City Commission after a capital improvement project is fully completed to report on it. This allows people to see firsthand how their tax dollars or utility fees were spent and holds staff accountable for how the project was managed. We plan to close out the following projects at the next meeting:

- Reclaimed Water PLC Panel Replacement
- Manhole Rehabilitation
- Wastewater Lift Station #10 Rehab
- Wastewater Lift Station #4 Rehab
- 20th Ave Street End Improvements
- FY2011-12 Street Rehabilitation
- Sunset Park Repairs
- Seawall Repairs
- Stormwater Outfall Cleaning
- Margaret "Peg" Creed Park

Reviewed by
City Manager:

MB

CITY COMMISSION SHADE MEETING

MINUTES

January 8, 2013

5:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Marvin Shavlan, Vice Mayor
Lorraine Huhn, Commissioner (arrived at 5:15 p.m.)
Jim Parent, Commissioner
Bev Garnett, Commissioner

ALSO PRESENT:

Mike Davis, City Attorney
Rebecca C. Haynes, City Clerk

1. Attorney – Client Session

Mayor McFarlin announced that Attorney - Client Sessions will be held in accordance with F.S. 286.011(8) regarding the lawsuits styled:

- a. Chmielewski v. City of St. Pete Beach, Case No.: 06-002925-CI-13;**
- b. Chmielewski v. City of St. Pete Beach, Case No.: 09-019562-CI-19;**
and
- c. Chmielewski v. City of St. Pete Beach, Case No.: 12-008226-CI-08**

Mayor McFarlin announced that the Attorney - Client Session will be attended by some or all of the following persons, one or more whom may participate telephonically: Steve McFarlin, Mayor; Marvin Shavlan, Vice Mayor; Lorraine Huhn, Commissioner; Jim Parent, Commissioner; Beverly Garnett, Commissioner; Mike Bonfield, City Manager; Mike Davis, City Attorney; Susan Churuti, Esquire; and Mary Ellen Hogan, Esquire; and an official court reporter as provided by law. The length of the Attorney- Client Session is estimated to be approximately one hour.

At approximately 5:02 p.m., Mayor McFarlin adjourned the meeting to the Attorney - Client Session.

At approximately 5:58 p.m., Mayor McFarlin reconvened the meeting and adjourned the Attorney – Client Session.

10. Adjournment

At 5:59 p.m., Mayor McFarlin adjourned the Shade Meeting.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

January 8, 2013

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

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

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Rebecca C. Haynes, City Clerk
George Kinney, Community Development Director
Sylvia Hamm, Office Assistant

1. Changes to the Agenda

City Manager Bonfield requested to add Item 4(j), Authorization to sign a Memorandum of Agreement with the Communication Workers of America.

2. Presentations

a. Introduction of Pinellas County Sheriff personnel

Lieutenant Joe Gerretz, Pinellas County Sheriff's Office, introduced the deputies who will be the main contacts once the transfer of law enforcement services has occurred in the City of St. Pete Beach. Sergeants Don Mass, Deanna Kerry, Ryan Buckley, Ken Kenowsky and Paul Rogers, and Deputy Dave Mancusi were introduced.

3. Audience Comments

Paul Pfister, Gulf Boulevard, commented on an incident that occurred near his residence that was handled by the Pinellas County Sheriff's Office.

Tom DeYampert, 78th Avenue, presented two signs to the City thanking the Police Department for their service to this community. One poster was signed by residents and business owners and the other is a replica of the department's shield.

Deborah Schechner, Boca Ciega Isle Drive, welcomed the Pinellas County Sheriff's Office and stated that she and other residents would like to meet with Community Services Officer. Ms. Schechner also discussed receiving bed tax money.

4. Consent

a. Approval of minutes for the Regular City Commission Meetings of November 13, 2012 and November 27, 2012.

b. Ratification of the City Manager's approval for Rowland, Inc., to install irrigation reclaimed water service taps in the new landscape medians along Gulf Blvd and Blind Pass Rd for a total of \$21,180.

c. Authorize the City Manager to enter into a unit price purchasing agreement with George G. Solar & Co., Inc., for needed sidewalk and curb replacements for FY2013.

d. Authorize the City Manager to enter into a design services agreement with Kimley-Horn, Inc., to serve as the City's Engineer of Record from Jan. 8th, 2013, to Jan. 8th, 2016.

e. Authorize the City Manager to enter into a design services agreement with George F. Young, Inc., to serve as the City's Engineer of Record from Jan. 8th, 2013, to Jan. 8th, 2016.

f. Ratification of the City Manager's approval of the Rowland, Inc. proposal for \$10,025 for the installation of a new manhole at the north end of Force Main #2 project.

g. Authorize the City Manager to enter into a design services agreement with Michael Baker Jr., Inc., to serve as the City's Engineer of Record from Jan. 8th, 2013, to Jan. 8th, 2016.

h. Authorize the City Manager to enter into a design services agreement with LWES, Inc., to serve as the City's Engineer of Record from Jan. 8, 2013, to Jan. 8, 2016.

i. Authorize the City Manager to enter into a design services agreement with CPWG, Inc. to serve as one of the City's Engineer of Record from Jan. 8th, 2013, to Jan. 8th, 2016.

j. Authorization for the City Manager to sign a Memorandum of Agreement with the Communication Workers of America.

City Manager Bonfield noted the addition of Item 4(j) and recommended approval of all items.

Vice Mayor Shavlan moved to approve the Consent Agenda, Items 4(a) through 4(j), as amended. The motion was seconded by Commissioner Huhn and unanimously approved by an individual roll call vote.

5. Action Items

a. Conditional Use/Variance 2013-0001. Request to draw temporary lodging units from the St. Pete Beach density pool and relief from Sections 23.5 and 42.7 of the Land Development Code (Quasi-Judicial).

Item 5(a) was continued to date certain, January 22, 2013.

6. Ordinances

a. Ordinance 2013-01, First Reading and Public Hearing, Amending the text of the Land Development Code as it relates to secondary uses; Amending Division 2 to add a definition of secondary uses; Amending Section 35 to delete the requirement that secondary commercial uses can only be constructed with a temporary lodging use.

City Manager Bonfield explained this is an application from a private individual for a text amendment to the Land Development Code relating to the large resort district, for stand-alone commercial activity. The request covers the entire district and is not for a specific property.

Community Development Director Kinney stated that upon previous review, the Code required a primary use to be in place before a secondary use could be approved. The request is to amend the large resort district to allow the secondary use as a stand-alone without a primary use. Part of the applicant's request is to build a stand-alone business without the requirement to build a 200-room resort. Mr. Kinney explained the Commission has three choices: (1) do nothing which allows the LDC to stand on its own merit; (2) accept the recommendation from the Planning Commission to look at commercial uses as conditional uses; or (3) select the language that was submitted by the applicant. One letter of opposition was received. Mr. Kinney noted that a non-conforming business that suffered a catastrophic loss of 50% or more would need to conform when rebuilding; if less than 50%, it could re-build as it previously existed.

Mike Anderson, applicant, Tierra Verde, commented on his proposed business, which would be bar located next to the Surf Shack.

Deborah Martohue, North Rocky Point Drive, Tampa representing Raymond and Debra Doucette, and speaking on behalf of those who signed the (attached) petition, entered into the record a petition against the proposed ordinance and additional information regarding goals/objectives/policies for Gulf Boulevard Redevelopment District. Ms. Martohue spoke in detail opposing the text amendment.

Stephan Phalor, no address given, spoke in favor of the proposed ordinance and urged the Commission to accept the recommendation from the Planning Commission to look at commercial uses as conditional uses.

Commissioner Huhn made a motion to approve Ordinance No. 2013-01, an ordinance of the City of St. Pete Beach, Florida amending the text of the Land Development Code as it relates to secondary uses; amending Division 2 to add a definition of secondary uses; amending Section 35 to delete the requirement that secondary commercial uses can only be constructed with a temporary lodging use; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Garnett.

City Manager Bonfield noted for the record the motion was to approve the ordinance.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously denied by an individual roll call vote.

b. Ordinance 2013-02. First Reading and Public Hearing, Providing for the allocation of 50 units of tourist lodging density under the provisions of the Bayou Residential District Temporary Lodging Unit Density Pool, as established in the City of St. Pete Beach Comprehensive Plan, to property located at 3701 Gulf Boulevard (Hotel Zamora).

City Manager Bonfield explained the proposed ordinance allows for the allocation of density units under our density pool.

Community Development Director Kinney noted that the ordinance would allocate 50 units of density for the Hotel Zamora. Mr. Kinney requested that a clause be included in the ordinance language as follows, "Fifty units of the density pool shall revert to the density pool if the project is not completed within two years from the date of this ordinance, unless the time for completion is extended by resolution of the City Commission." The conditional use is cancelled if a building permit is not pulled within one year.

City Manager Bonfield noted that the project is cancelled if the building permit is not pulled within one year and the project is not completed within two years.

Marilyn Healy, Adams and Reese, LLP, spoke representing SPB Acquisition Group, which is the new land owner for Hotel Zamora property. She noted the new owners are very committed and financially suited to move the project along as quickly as possible. Ms. Healy entered into the record a rendering of the project.

Commissioner Garnett moved to approve Ordinance 2013-02, an ordinance of the City of St. Pete Beach, Florida providing for the allocation of 50 units of Tourist Lodging Density under the provisions of the Bayou Residential District temporary lodging density pool, as established in the City of St. Pete Beach Comprehensive Plan, to property located at 3701 Gulf Boulevard (Hotel Zamora); providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Vice Mayor Shavlan.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

c. Ordinance 2013-03, Amending Division 39.3 of the Land Development Code, deleting the prohibition of the use of primary or secondary colors for exterior painting colors.

City Manager Bonfield noted the Land Development Code is restrictive with colors in the redevelopment district and the proposed ordinance will prohibit the use of black or fluorescent colors as a primary color.

Vice Mayor Shavlan moved to approve Ordinance 2012-03, an ordinance of the City of St. Pete Beach, Florida, Amending Division 39.3 of the Land Development Code, deleting the prohibition of the use of primary or secondary colors for exterior paint colors; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

d. Ordinance 2013-04, Amending Division 39 of the Land Development Code as it relates to the outdoor display of merchandise.

City Manager Bonfield noted the amendment to the redevelopment district eliminates the current provision for the display of outdoor merchandise and coincides with the provisions in the remaining districts.

Commissioner Garnett moved to approve Ordinance 2012-04, an ordinance of the City of St. Pete Beach, Florida amending Division 39 of the Land Development Code as it relates to the outdoor display of merchandise; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Shavlan.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

e. Ordinance 2013-05, First Reading and Public Hearing, Amending Division 6 of the Land Development Code to add regulations and conditions for the outdoor display of merchandise and to add regulations for temporary construction fencing.

City Manager Bonfield stated the proposed ordinance relates to outdoor displays on both public and private property, and allows for temporary fencing when an active building permit is in force. He recommended the provision for vinyl-coded chain link fence be eliminated.

Vice Mayor Shavlan moved to approve Ordinance 2012-05, an ordinance of the City of St. Pete Beach, Florida amending Division 6 of the Land Development Code to add regulations and conditions for the outdoor display of merchandise and to add regulations for temporary construction fencing; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date, as amended eliminating the vinyl coating for chain link fences. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

f. Ordinance 2013-06, First Reading and Public Hearing, Amending the text of the Section 40 of the Land Development Code to increase the temporary lodging density from 30 to 50 units per acre and to allow stand-alone residential uses that are historic structures as a conditional use in the CRD-EA (Community Redevelopment District - Eight Avenue) zoning district; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

Community Development Director Kinney explained that commercial uses and residential use as part of a vertically mixed development are currently permitted in the district. The proposed ordinance allows for Single Family Residential and Single Family Residential with Duplex as conditional uses and eliminates the need to return to the Historic Preservation Board for additional approval after the cursory review by the board.

Commissioner Garnett moved to approve Ordinance 2013-06, an ordinance of the City of St. Pete Beach, Florida, amending the text of Section 40 of the Land Development Code to increase the temporary lodging density from 30 to 50 units per acre and to allow stand-alone residential and duplex uses that are historic structures as a conditional use in the CRD-EA (Community Redevelopment District – Eighth Avenue) zoning district; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Shavlan.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

g. Ordinance 2013-07, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida, providing for amendment of Section 50 of the Code of Ordinances of the City, pertaining to the library; providing for severability; providing for repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

City Manager Bonfield explained that the proposed ordinance allows for our library to bring their fees into compliance with other Pinellas County libraries.

Commissioner Huhn moved to approve Ordinance 2013-07, an ordinance of the City of St. Pete Beach, Florida providing for amendment of Section 50 of the Code of Ordinances of the City, pertaining to the library; providing for severability; providing for repeal of ordinances or parts of ordinances, in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

There were no resolutions for this agenda.

8. Items for Discussion

a. Location for St. Pete Beach Police Department poster boards.

It was the consensus of the City Commission to temporarily place the donated posters in the City Hall lobby and permanently in the Library.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported there will be no election in March as the candidates in District 2 and 4 are unopposed; they will be sworn in at the March 12, 2013 City Commission meeting. Mr. Bonfield also reported the SPB Classic is next weekend, parking stickers are available at City Hall and the Fire Department's new ladder truck will be delivered Friday. The City Manager then listed the agenda items for the January 22, 2013 meeting.

Commissioner Garnett reported that the Citizen's Academy sponsored by the Pinellas County Sheriff's Office (PCSO) begins Wednesday and she has signed up to attend. Ms. Garnett urged residents to support their local merchants.

Vice Mayor Shavlan expressed his enthusiasm regarding the completion of Hotel Zamora.

Commissioner Parent noted the SPB Classic still needs volunteers for the race, reported that he is cancelling his roundtable meetings so he can also attend the Citizen's Academy through PCSO, and asked about the installation of a bus shelter near 55th Avenue. Mr. Parent also discussed the anticipated Montessori School.

Commissioner Huhn commented on the SPB Classic and the new lighting on Corey Avenue.

Mayor McFarlin expressed his appreciation to everyone involved in the transition to the PCSO and requested people temporarily direct questions through him at mayor@stpetebeach.org.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

JANUARY 22, 2013

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Lorraine Huhn, Commissioner
Jim Parent, Commissioner
Bev Garnett, Commissioner

ABSENT:

Marvin Shavlan, Vice Mayor (excused)

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Rebecca C. Haynes, City Clerk
Steve Hallock, Public Services Director
George Kinney, Community Development Director

1. Changes to the Agenda

City Manager requested to add approval of a street closure on Gulf Way as an Action Item. City Attorney Davis requested to update the Commission on a brief filed re: the Anderson case under City Attorney Reports. It was further requested to discuss Items 5(a) and 6(a) together but act upon separately.

2. Presentations

a. Cribb, Philbeck, Weaver Group, Inc. (CPWG), Stormwater Master Plan update

Public Services Director Hallock noted the Commission previously approved the Stormwater Master Plan which assesses priorities for the City.

Jeff Earhart, Consultant with CPWG, reviewed the purpose of the Watershed Study, Stormwater outfall locations, the level of service, proposed solutions and tidal influences.

b. Update on Corey Avenue project with Tampa Bay Regional Planning Council (TBRPC)

Community Development Director Kinney, presented an update on the Corey Avenue redevelopment project with the Tampa Bay Regional Planning Council, explained incentives and strategies to revitalize the area and discussed economic development assistance through TBRPC.

3. Audience Comments

Paul Pfister, North Beach Civic Association, Gulf Boulevard, thanked participants in the St. Pete Beach Classic for another successful run and event.

Tom Rogers, Corey Avenue, spoke in support of 'jazzing up' the area and offered parking alternatives.

Deborah Schechner, Boca Ciega Isle Drive, urged the Commission and staff to include the community in discussions and to remember to include West Corey Avenue in the improvements.

Mayor McFarlin commented that ignoring West Corey Avenue is the furthest from everybody's mind when improvements take place.

4. Consent

a. Approval of minutes for the Regular City Commission Meetings of December 11, 2012 and December 27, 2012.

b. Authorization for the City Manager to accept a proposal from Michael Baker Jr., Inc. in the amount of \$18,940 to provide GIS hosting and support services.

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

d. Ratification of the City Manager decision to accept a proposal from Above All Caulking & Waterproofing, Inc. in the amount of \$20,330 for resealing the City Hall windows.

City Manager Bonfield recommended approval of the Consent Agenda as submitted.

Commissioner Parent made a motion to approve the Consent Agenda as written. The motion was seconded by Commissioner Garnett and unanimously approved by an individual roll call vote.

5. Action Items

City Manager Bonfield requested to act upon Item 5(b) before Item 5(a).

b. Approve request from the Brass Monkey Restaurant to close Gulf Way

City Manager Bonfield reported that he received a request from the owner of Brass Monkey Restaurant to close Gulf Way during the Super Bowl Party.

Mayor McFarlin requested one extra deputy to assist the currently assigned deputy, for a total of two Pinellas County deputies for the event.

Commissioner Garnett moved to approve Item 5(b), the request from the Brass Monkey Restaurant to close Gulf Way from the south side of 8th Avenue for approximately 50' from 6:00 Saturday, February 2, through midnight Sunday, February 3, 2013 for a Super Bowl Party, with the total of two deputies assigned to the event. The motion was seconded by Commissioner Parent and unanimously approved by an individual roll call vote.

a. Conditional Use/Variance 2013-0001. Request to draw temporary lodging units from the St. Pete Beach density pool and relief from Sections 23.5 and 42.7 of the Land Development Code (Quasi-Judicial).

6(a). Ordinance 2013-02, Final Reading and Public Hearing, Providing for the allocation of 50 units of tourist lodging density under the provisions of the Bayou Residential District Temporary Lodging Unit Density Pool, as established in the City of St. Pete Beach Comprehensive Plan, to property located at 3701 Gulf Boulevard (Hotel Zamora).

City Manager Bonfield reiterated that the Commission will discuss Items 5(a) and 6(a) together but act upon each item separately

City Attorney Davis noted for the record to treat both items as one item, yet take two separate votes; one vote to either approve or deny the variance and the second vote to approve or deny Ordinance 2013-02 (which is actually the approval of the conditional use). Mr. Davis requested to treat both items as a quasi-judicial matter.

Mayor McFarlin asked if any Commissioners have had any involvement or conversations with the applicant. None were reported.

Mayor McFarlin asked if any audience member would like to be considered a substantially affected party. None were requested.

Community Development Director Kinney reported the site currently contains an abandoned, unfinished hotel facility. The new owner is requesting the allocation of 50 units from the Bayou Residential-Activity Center-Town Center Core Districts Temporary Lodging Unit Density pool. The variance addresses the on-site parking of 69 spaces in lieu of the 81 required and the encroachment of a porte-cochere yet to be constructed. Mr. Kinney recommended approval based upon site plan submission and approval prior to building site approval. He noted the site plan cannot be approved until all code and lien violations have been resolved.

For the record, the ordinance contains a clause that the permit must be pulled within one year and the Certificate of Occupancy obtained within two years.

Mayor McFarlin called for applicant comments.

Marilyn Healy, East Kennedy Boulevard, representing the applicant, introduced into the record several staff resumes and a planning analysis of the property. Ms. Healy noted the property has been cleaned up and that they were requesting approval of additional units, a parking modification and the porte-cochere.

Susan Finch, East Kennedy Boulevard, Land Use Planner, commented that the conditional use application meets the criteria of the Comp Plan. Ms. Finch also noted that a parking service reported they could accommodate 145 cars on the property. Additionally Ms. Finch stated the porte-cochere is a great feature that would keep guests dry as they entered/exited their vehicles during inclement weather.

Commissioner Huhn moved to approve Item 6(a), Ordinance 2013-02, An ordinance of the City of St. Pete Beach, Florida providing for the allocation of 50 units of tourist lodging density under the provisions of the Bayou Residential District Temporary Lodging Unit density pool, as established in the City of St. Pete Beach Comprehensive Plan, to property located at 3701 Gulf Boulevard (Hotel Zamora); providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

Deborah Schechner, Boca Ciega Isle, voiced concern with traffic, noise and parking impact.

Tom Rogers, Corey Avenue, spoke in support of the project and noted it would be a great addition to the community.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

Commissioner Parent moved to approve Item 5(a), the Conditional Use/Variance 2013-0001. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments.

Deborah Schechner, Boca Ciega Isle, commented on the impact the development will have on nearby residents.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

b. Ordinance 2013-03, Final Reading and Public Hearing, an Ordinance amending Division 39.3 of the Land Development Code, deleting the prohibition of the use of primary or secondary colors for exterior paint colors.

City Manager Bonfield noted the proposed ordinance addresses paint colors in the Community Redevelopment District and eliminates some restrictions and relaxes the use of murals and/or artwork.

Commissioner Garnett moved to approve Item 6(b), Ordinance 2013-03, An ordinance of the City of St. Pete Beach, Florida, amending Division 39.3 of the Land Development Code, deleting the prohibition of the use of primary or secondary colors for exterior paint colors; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments.

Eduardo Rodriguez, student at St. Petersburg College, spoke in support of the ordinance.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

c. Ordinance 2013-04, Final Reading and Public Hearing, Amending Division 39 of the Land Development Code as it relates to the outdoor display of merchandise.

City Manager Bonfield noted the proposed ordinance will remove the current restriction placed on outdoor displays of merchandise.

Commissioner Huhn moved to approve Item 6(c), Ordinance 2013-04, An ordinance of the City of St. Pete Beach, Florida, amending Division 39 of the Land Development Code as it relates to the outdoor display of merchandise; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Garnett.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

d. Ordinance 2013-05, Final Reading and Public Hearing, Amending Division 6 of the Land Development Code to add regulations and conditions for the outdoor display of merchandise and to add regulations for temporary construction fencing.

City Manager Bonfield explained that the proposed ordinance amends the outdoor displays of merchandise on private and public property and requires an active building permit in order to construct temporary fencing. A provision for vinyl-coated chain link fencing was eliminated.

Commissioner Parent moved to approve Item 6(d), Ordinance 2013-05, An ordinance of the City of St. Pete Beach, Florida, amending Division 6 of the Land Development Code to add regulations and conditions for the outdoor display of merchandise and to add regulations for temporary construction fencing; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith; to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

e. Ordinance 2013-06, Final Reading and Public Hearing, Amending the text of Section 40 of the Land Development Code to increase the temporary lodging density from 30 to 50 units per acre and to allow stand-alone residential uses that are historic structures as a conditional use in the CRD-EA (Community Redevelopment District - Eight Avenue) zoning district.

City Manager Bonfield noted the proposed ordinance amends the 8th Avenue Special Area Plan to include Single Family Residential (SFR) as a permitted use and increases temporary lodging from 30 units to 50 units per acre. It also provides that SFR be allowed only as a conditional use if the homeowner is saving and restoring and/or moving and restoring an historic structure.

Commissioner Garnett moved to approve Item 6(e), Ordinance 2013-06, An ordinance of the City of St. Pete Beach, Florida, amending the text of Section 40 of the Land Development Code to increase the temporary lodging density from 30 to 50 units per acre and to allow stand-alone residential uses that are historic structures as a conditional use in the CRD-EA (Community Redevelopment District – Eighth Avenue) Zoning District; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Huhn.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

f. Ordinance 2013-07, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for amendment of section 50 of the Code of Ordinances of the City, pertaining to the library.

City Manager Bonfield explained the fee structure will allow the library to be consistent with the remaining libraries in the Pinellas County Library Cooperative.

Commissioner Parent moved to approve Item 6(f), Ordinance 2013-07, An ordinance of the City of St. Pete Beach, Florida providing for the amendment of Section 50 of the Code of Ordinances of the City, pertaining to the library; providing for severability; providing for repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Garnett.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by individual roll call vote.

7. Resolutions

a. Resolution 2013-01, supporting firefighter pension plan and disability presumption reforms.

City Manager Bonfield noted the annual request is from the Florida League of Cities (FLC) requesting municipalities to support FLC's request to the State Legislature to not pass unfunded laws.

Commissioner Huhn moved to approve Item 7(a), Resolution 2013-01, A resolution of the City of St. Pete Beach supporting firefighter pension plan and disability presumption reforms to make the plans sustainable, sound and secure for current and future firefighters. The motion was seconded by Commissioner Garnett and unanimously approved by an individual roll call vote.

8. Items for Discussion

There were no items for discussion.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield thanked participants and volunteers involved with the St. Pete Beach Classic, requested a special meeting to discuss potential budget savings through the transfer of law enforcement services and reported FDOT will repave Gulf Boulevard in the evening hours from 55th Avenue to Gulf Winds Drive. Mr. Bonfield noted he will attend the Big C meeting to present the Gulf Boulevard project for their approval and then listed the items for the next City Commission Meeting.

City Attorney Davis reported on the Anderson appeal and the First Amendment Foundation. It was the consensus of the Commission to not allow the First Amendment Foundation to file an Amicus Brief in the Anderson case. Commissioner Parent offered that we request the Foundation to support the City instead.

Commissioner Garnett reported that the Pass-a-Grille (PAG) Community Association dinner is Wednesday evening, the annual yard sale sponsored by the PAG Women's Club is Saturday and PAG's 8th Avenue Celebration is Saturday. Ms. Garnett noted the Annual Benefit for the Gulf Beaches Historic Museum is this Thursday at the St. Pete City Theatre and the museum is looking for volunteers. She reminded everyone of the Suntan Market this Sunday and requested everyone support their local merchants.

Commissioner Parent reported that the Pinellas County Sheriff's Office (PCSO) has a link on their website to view local calls for service and commented on the latest class through the PCSO Citizens Academy held on Wednesday evenings. Mr. Parent commented on the successful St. Pete Beach Classic, the Chamber of Commerce Business Expo and the Commission's visit to the top of the Pinellas Bayway Bridge. He then noted the new ladder truck was delivered to the Fire Department, the Community

Center won the 2013 Bride's Choice Award, and the Library will host Author Tim Dorsey on January 23, 2012.

Commissioner Huhn reported on Corey Avenue happenings including the Friday Night Food Truck Festival and the Art Show over the weekend. Ms. Huhn commented she volunteered as Race Marshall at the St. Pete Beach Classic for the fourth year in a row. She then elaborated on how the numerous volunteers are instrumental in making things happen in the community.

Mayor McFarlin spoke about volunteering at the St. Pete Beach Classic for the second year in the row. Mr. McFarlin noted the City is finally seeing an end to the lawsuits.

10. Adjournment

There being no further business to come before the commission, the meeting was adjourned at 8:05 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

St. Pete Beach City Commission
Agenda Report

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

Date: 2/12/2013

Prepared By: Connie Kest, Administrative Service Assistant

Thru: Steven J. Hallock, Public Services Director

Summary of Issue: David Zavac is requesting permission to have banners erected over 75th Avenue and the Pinellas Bayway announcing the Beach Goes Pops Concert. The City Commission must approve this request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed on April 20, 2013 and removed May 6, 2013.

The Public Services Department charges \$184.00 for each banner installed. However, because the City is a sponsor of this event, there will be no charge.

Requested Motion: "I move Authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Beach Goes Pops Concert."

Attachments: Banner Application

Reviewed by
City Manager: MB

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Beach Boys PopsAddress: 775 S. Mission Dr. St. Pete Beach, FL 33706Telephone #: 727-288-1984 (C) Fax #: 727-927-7646 E-Mail: DPLAVACE@gmail.comContact person (This person will serve as the contact person for all questions concerning the banner application and placement): DAVID ZAVAC

Address (if different from above): _____

Telephone #: _____ Fax #: _____ E-Mail: DPLAVACE@gmail.comDate of Request: ~~4-20-13~~ 4-23-13 to 5-6-13 1/24/2013

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☐ street banners ☐ on the right of way of:Highway name & number: 75th AVENUE AND BOCA CIEGA DR. (SR 693)From (south or west limits): 0.096 To (north or east limits): _____Highway name & number: PINELLAS BAYWAY AND GRANADA (SR 682)From (south or west limits): 0.875 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: 4/20/2013Banners will be removed on or before (if applicable): 5/6/2013

Signature of Applicant

or Contact Person: _____ Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: CITY OF ST. PETE BEACHName of signing official (please print): MICHAEL P. BONFIELDTelephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

Engineer (or designee): _____ Date: _____

1/24/13

Beach Goes Pops • 2013

DATES OF EVENT ARE FRIDAY, MAY 3rd, SATURDAY, MAY 4th, 2013

L

Beach Goes Pops - 5/3, 5/4/13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY**

575-070-18
RIGHT OF WAY - 08/08
Page 2 of 2

APPLICATION FOR BANNER

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

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

Issue Considered: Authorize the City Manager to enter into an agreement with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless for temporary placement of portable cellular phone tower at 3300 Gulf Blvd.

Date: February 12, 2013

Prepared By: Michael P. Bonfield, City Manager *MB*

Summary of Issue: Verizon Wireless is requesting the use of the westernmost four parking spaces on the north side of the Don Vista Cultural Arts Center from March 19 to March 26, 2013 for a portable cellular tower to be used during the St. Petersburg Grand Prix. The agreement provides for the proper insurance and indemnification, as well as a one-time fee of \$1,000 which could be retained by the City or donated to Suntan Arts Center for any inconvenience the activity may cause.

Requested Motion: “I move to authorize the City Manager to enter into an agreement with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless for temporary placement of portable cellular phone tower at 3300 Gulf Blvd.”

Attachments: Agreement

City of St Pete Beach

AGREEMENT

This Agreement made this _____ day of _____, 2013, between **The City of St Pete Beach**, with an address at 155 Corey Avenue St. Pete Beach, Florida 33706, hereinafter referred to as "Licensor" and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee a license to use a 30' by 35' parcel located at 3300 Gulf Blvd., St. Pete Beach, Florida 33706 which parcel is hereinafter referred to as the "Property", which is more described further on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on Exhibit A attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee.

2. The term of this Agreement shall be for the period from March 19, 2013 to March 26, 2013.

3. Licensee shall pay to the Licensor a one-time fee of One Thousand Dollars (\$1,000.00) payable within forty five (45) days of full execution of this Agreement.

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City of St Pete Beach

4. Licensee reserves the right to terminate this Agreement on thirty (30) days written notice and upon such termination Licensee will remove all of its equipment and improvements and restore the Property to its original condition.

5. Licensors (subject to Section 768.28, Florida Statutes) and Licensee shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensors covenants that Licensee, upon performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensors covenants that Licensors is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially

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City of St Pete Beach

all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor: The City of St Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Licensee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

(Signature Page to Follow)

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City of St Pete Beach

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:
The City of St Pete Beach

Witness

By: _____

Print Name: Mike Bonfield

Witness

Title : City Manager

LICENSEE:
Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

Witness

By: _____
Hans F. Leutenegger
Area Vice President Network

Witness

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City of St Pete Beach

Exhibit A
Description

(See attached depiction of Licensee Facility and the Property)



Parking lot at 3300 Gulf Boulevard St Pete Beach
Blue area depicts proposed Licensee Facility, measuring approximately 30' x 35'

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

Issue Considered: Authorization for the City Manager enter into an agreement with Parkmobile USA Inc. to provide an additional system of payments for metered parking via mobile phone and or the internet.

Date: February 12, 2013

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Director of Administrative Services

Summary of Issue: This is a request to authorize the City Manager enter into an agreement with Parkmobile USA Inc. to provide an additional system of payments for metered parking via mobile phone and or the internet. The City currently accepts coins and credit cards for metered parking along the pay station zones and coins only at the single space meters. In 2012 nearly 400,000 meter/ pay station transactions were completed yielding approximately 1.1 million dollars via credit cards and \$300,000 in coinage. The existing system has proven successful but the parking staff does receive numerous complaints annually of long lines and delays at the pay stations during season and on weekends and holidays. In addition, merchants along the metered parking zones are often inconvenienced by frequent requests to make change for the meters. Implementation of the Parkmobile system will provide residents and visitors in St. Pete Beach an additional option to save time and money by using their mobile phone to pay for parking. To use the new Parkmobile system, motorists register for free at www.Parkmobile.com. Once registered, motorists can use a mobile app, the internet, or a toll free phone number to pay for parking. A \$0.35 convenience fee per transaction is charged to the user to offset associated costs and credit card fees. The City Attorney has reviewed and approved the attached agreement as to form.

Requested Motion: "I move the City Manager be authorized to enter into an agreement with Parkmobile USA Inc. to provide an additional system of payments for metered parking via mobile phone and the internet.

Attachments: Parkmobile Agreement

Reviewed By:
City Manager: MB



PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this 15th day of January, 2013 (the “Effective Date”), by and among **PARKMOBILE USA, INC.**, a Georgia corporation f/k/a Parkmobile North America, Inc. (“Parkmobile”), and St. Pete Beach, a Florida municipality (“Client”), and as an additional party for the limited purpose of Section 1.9 of this Agreement, **PARKMOBILE GROUP B.V.**, a company organized under the laws of the Netherlands (“PMG”).

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of street parking by mobile telephone; and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services to Client, upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

ARTICLE 1 SERVICES

1.1 Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall perform the services for Client as described on Schedule 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the “Services”). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, “Law”), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by Client, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and Client. In connection with Parkmobile’s performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as Client may reasonably establish from time to time.

If Client requires additional work that is not included in this Agreement, Parkmobile and Client shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

1.2 Help and Support. Parkmobile agrees to use its reasonable efforts to assist Client with any technical support that Client may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide Client with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions that arise during Client’s use of Parkmobile’s software or the Services hereunder.

1.3 Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile’s sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services

as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

1.4 No Performance Warranty. The Services are provided to Client “AS IS” with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time.

1.5 Reservation of Rights. All rights not expressly granted to Client herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

1.6 Publicity of Services. All brochures and promotional materials to be distributed by Client in connection with the Services shall be in a form mutually agreed upon by the parties.

1.7 Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

1.8 Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

1.9 Technology Sublicense. PMG hereby grants Client the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that PMG licenses but does not own and relates to the Services (the “Technology”) in connection with the Services. Client shall not use the Technology for any use other than in connection with the Services. Client acknowledges and agrees that (a) PMG shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by Client shall use the Technology as necessary. Client has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, Client’s use of the Technology shall inure to PMG’s benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair PMG’s right, title and interest in and to the Technology or the validity thereof.

ARTICLE 2 FEES; EXPENSES

2.1 Fees. The fees (the “Fees”) applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

2.2 Payment. Payment is due not later than thirty (30) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

2.3 Taxes. Parkmobile’s prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

2.4 Billing Disputes. Client may suspend payment of any portion of any disputed invoice. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of Parkmobile, Client will pay the amount in dispute on the immediately subsequent invoice issued to Client.

2.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior approval of Client.

ARTICLE 3 TERM; TERMINATION

3.1 Term. The initial term of this Agreement shall commence as of the Effective Date and terminate on January 14, 2016 (the "Initial Term"). Following the Initial Term, the Agreement shall be automatically extended for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

3.2 Termination for Cause.

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

3.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) Client shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) Client shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile and PMG.

(b) Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

ARTICLE 4
ADDITIONAL COVENANTS OF THE PARTIES

4.1 Confidentiality.

(a) Each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Section 4.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) All Confidential Information of Parkmobile and Client shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The foregoing shall not apply to any Confidential Information that is in the public domain without breach of this Agreement, Confidential Information that a party can demonstrate was known prior to receipt from the other party or Confidential Information that was subsequently received from a third party without any obligation of confidentiality to the other party.

(d) To the extent any party determines it necessary or advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, or otherwise in accordance with Law, that party and its counsel shall work with the non-disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information..

(e) Trade Secret Information: Client is a Florida municipal corporation and is governed by the public records and public meetings laws of the State of Florida including, but not limited to, Chapters 119 and 286 of Florida Statutes. All records, regardless of form ("records") in the custody of Parkmobile generated or received by Parkmobile in connection with its services with this Agreement are public records subject to production unless specifically exempted by Florida Statutes. Records which contain information that is "trade secret" as defined in Section 812.081, Florida Statutes, shall be designated as such and the trade secret information shall be identified. However, any information marked as "trade secret" may be produced by the Client in response to a public records request if Client determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.08.

(f) Notwithstanding any other provision of this Agreement, including but not limited to Article 4, Parkmobile acknowledges and understands that the Client is governed by the public records and public meetings laws of the State of Florida including, but not limited to Chapters 119 and 286 of Florida Statutes (the “Sunshine Laws”), which govern its legal obligation to disclose information that may otherwise be considered confidential under this Agreement and to hold meetings open to the public. Nothing contained in this Agreement shall be deemed to prohibit the Client from disclosing information it deems, in its sole discretion, to be required by the Sunshine Laws and the case law interpreting the Sunshine Laws. To the extent possible, Client will endeavor to notify Parkmobile of any public records request it receives for Confidential Information. However, Client’s determination on what information is required to be produced under the Sunshine Laws shall be binding and shall not be grounds for alleging breach of this Agreement.

(g) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Section 4.1 were not performed by the other party in accordance with the terms hereof and that the each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(h) Each party’s obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party’s obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret, and as provided by law.

4.2 Information. Subject to Section 4.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party’s obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

4.3 Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party’s historical policies regarding retention of records. Additionally, to the extent that Parkmobile creates records which are considered public records under Chapter 119, Florida Statutes, Parkmobile will comply with that law with respect to such records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

4.4 Status Meetings. On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 4.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

4.5 Privacy. Client agrees (a) to comply with all applicable Law; (b) not to use the information provided to it by Parkmobile about identifiable individuals (“PI”) to market goods or services to those

individuals or others; (c) that it will use reasonable security measures to safeguard the PI; and (d) not to disclose to others the PI.

4.6 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

5.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

5.2 Indemnification.

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile's representations or warranties in this Agreement; (ii) the breach of any of Parkmobile's covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Indemnification by Client. Subject to the limitations imposed by law, including, but not limited to Section 768.28, Florida Statutes, Client shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Client's representations or warranties in this Agreement; (ii) the breach of any of Client's covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by Client in performing its obligations in connection with this Agreement.

5.3 Limitation of Liability. EXCEPT FOR MONETARY DEFAULTS, AND VIOLATION OF THE FLORIDA PUBLIC RECORDS LAW, THE AGGREGATE LIABILITY OF PARKMOBILE AND PMG FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER

TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. THE LIABILITY OF CLIENT FOR ANY AND ALL LOSSES AND CHARGES ARISING OUT OF ANY CASE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS CONTRACT SHALL BE NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF LIABILITY APPLICABLE TO PARKMOBILE AND PMG. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 6 MISCELLANEOUS

6.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

6.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:

Parkmobile USA, Inc.
3200 Galleria Parkway, Suite 100
Atlanta, Georgia 30339
Attention: Cherie Fuzzell
Telephone: (404) 818-9036
Facsimile: (770) 818-9039
Email: Cherie.fuzzell@parkmobileglobal.com

To Client:

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach, Florida 33706

Attention: Dan O'Connor

Telephone: 727-363-9213
email: d.oconnor@stpetebeach.org
Fax: 727-363-9234

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

6.3 Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

6.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

6.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

6.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either party without the prior written consent of the other party; provided that Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile so long as Parkmobile remains the primary obligor under this Agreement or (ii) any lender to Parkmobile or its affiliates as security for borrowings.

6.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

6.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6.10 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall attempt in good faith amicably to settle the matter by mutual negotiations.

6.11 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.12 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

“PARKMOBILE”:

PARKMOBILE USA, INC.

By: _____
Name: Cherie Fuzzell
Title: CEO

“CLIENT”:

ST. PETE BEACH

By: _____
Name: _____
Title: _____

Acknowledged and agreed to solely for purposes of Section 1.9 of the Agreement:

“PMG”:

PARKMOBILE GROUP B.V.

By: _____
Name: Cherie Fuzzell
Title: Authorized Signer

SCHEDULE 1

SERVICES

Parkmobile offers a service to Client's parking customers ("End Users") that facilitates the activation and payment of parking transactions using mobile technology ("Mobile Parking"). For use of the Mobile Parking service, an End User Fee per transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from customers:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, the Google Wallet, ACH, MasterCard's globalVCard, the ISIS Wallet, and Visa's V.me.

End Users who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's mobile application. In order to register and begin a parking event, End Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the End User to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the Client, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDA's) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

End Users will receive parking alert services via SMS, mobile app push notification or email. The End User will be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

End Users can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are automatically charged to the credit card of the End User. End Users have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides Client with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months or as may be required by the Florida Public records law.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, Client shall inform Parkmobile as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile may issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by Client and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that Client and Parkmobile disagree about whether an error or interruption has been resolved, Client and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then Client shall not be entitled to a credit for the Software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. Reports

Parkmobile shall provide Client access to reports related to the Services via an Internet or other digital means in relation to parking history, active users and parking revenues. Parkmobile also shall provide Client with monthly reports through an Internet or other digital means regarding parking revenues.

SCHEDULE 3

FEES

Parkmobile shall charge the Client or End User an end user fee of \$0.35 cents per transaction ("End User Fee").

Traditional Payment Credit Card Fees/Merchant Processing/Other Third Party Fees: (select option)

- ☐ Parkmobile has been certified and can pass real time authorized debit/credit card transactions to the Client using one of Parkmobile's fully integrated processing partners to fund all collections directly into Client's account. Should Client elect to pursue an alternative Merchant Service Provider, Parkmobile shall pass real time transactions via a gateway solution at an additional cost of \$.05 per authorized transaction. In either scenario, the Client acts as the merchant of record (MOR) in the arrangement, covering all credit card processing costs. Parkmobile invoices the Client monthly to seek reimbursement from the Client for its End User Fee assessed on each Mobile Parking transaction.

or

- ☐ Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net Parking Revenues (NPR) in accordance with Parkmobile's standard settlement procedures to the Client. As used herein, NPR shall mean parking revenue generated by End Users less End User Fees charged by Parkmobile, merchant processing and gateway fees, bank transfer and other third party fees.

Emerging Payments /Merchant Processing/Other Third Party Fees

Parkmobile shall act as the MOR and pass the NPR in accordance with Parkmobile's standard settlement procedures to the Client. Transaction processing fees are \$.15 plus 3% for each Emerging Payment.

Other Terms and Conditions

Parkmobile's End User Fee does not cover any merchant processing or other third party fees associated with the acceptance of Traditional Payments or Emerging Payments.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees.

The use of mobile devices for enforcement as well as data plans are not part of this agreement.

Cost for initial standard signage shall be borne exclusively by Parkmobile. Client will be responsible for all signage installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program.

Parkmobile reserves the right to increase End User Fees and additional service fees upon sixty (60) days written notice to Client.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by Client as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting

4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Replacement Signage/Stickers
7. Additional Training
8. Zone & Rate structure changes after implementation
9. Event Override Solution
10. Self-Administration Service

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

Issue Considered: Right-Of-Way Utilization Permit

Date: February 12, 2013

Prepared By: George Kinney, AICP

Summary of Issue: The property located at 105 8th Avenue is currently owned by Nora Properties, LLC. and is a designated historic structure. Tropical Storm Debbie caused substantial damage to the building including the shed roof and column supports that existed in the City right-of-way. The applicants requested reconstruction of the overhang and received relevant Historic Board approvals including a Certificate of Appropriateness and FEMA variance on January 3, 2013. Applicant is requesting this right-of-way utilization permit as the last step in re-establishing the shed overhang and columns.

Requested Motion: “I move to approve the Consent Agenda”

Attachments: Application, Hold Harmless Agreement, Certificate of Liability Insurance, Exhibits

Reviewed by City Manager: MB

RECEIVED
DEC 14 2012

City of St. Pete Beach, Florida



155 Corey Avenue
St. Pete Beach, FL 33706-1839
Public Services/Streets/Facilities/Parks/Recreation/Utilities
(727) 363-9243 Fax (727) 367-2736

Right-of-Way Utilization Permit # 240071

THE CITY OF ST. PETE BEACH, a political subdivision of the State of Florida, hereinafter called the "Permit Grantor," "City," or "The City of St. Pete Beach" hereby grants:

THE NORA PARTNERSHIP L.L.C. (OWNERS)

hereinafter called the "Permittee," a permit to construct/install ☐, operate ☐, maintain ☐, replace/restore ☒, and/or remove ☐ the facilities, structures or landscaping listed below:

CANOPY OVERSIDEWALK (DISTROYED IN STORM)

Work to be permitted is shown on an attached geographical description, sketch, or survey. This work is along, beneath, and/or over the right-of-way and/or property of the Permit Grantor at the following location:

Street address or description of location: 103, 105 EIGHTH AVENUE
and is situated between _____
and _____

All work permitted is subject to the Conditions for Approval as included in this Right-of-Way Utilization Permit, City of St. Pete Beach Municipal Code of Ordinances and any other applicable laws, regulations or policies of the City, State, Federal government and/or other regulating authority.

Signing below implies acceptance to all requirements stated, in writing, as a condition of the issuance of this right-of-way utilization permit. Right-of-way utilization permit, conditions of approval, and any letters (from the permit grantor) referring to this right of way utilization permit are all to be considered as part of this right-of-way utilization permit agreement. See attached for additional conditions to this utility permit:

Permittee: RALPH O. LICKTON (AGENT)
City: ST. PETE BEACH, FLORIDA
Telephone: (727) 368-0017
Cell: _____

Address: 1706 PASS-A-GRIFFIN WAY # 3
Zip: 33706-4277
Fax: _____
E-mail: LICKTONDESIGN@VERIZON.NET

Permittee Signature: _____
COMPANY (CONTRACTOR) PERFORMING THE WORK IN THE FIELD:

Name: James J. J. J.
Telephone: 727 812-8872

Address: 1320-19th St. N.
Cell: 727 492-8902

AUTHORIZED BY: [Signature] DATE OF ISSUANCE: 12/14/12

CIP Construction Manager:

PHONE: 727-363-9254 FAX: 727-367-2736

Photos Required: _____ Sod Placement Required: _____

Storm water BMPs Installation Required: _____

Wastewater Pipe Televising Required: _____

Storm water Pipe Televising Required: _____

Public Notification Required: _____

Survey Marker or Geodetic Monument Replacement Required: _____

Pavement Restoration Required: X

Curb or Sidewalk Restoration Required: X

Other Restoration Work Required: X

Other Comments: RESTORE ROW IF DISTURBED TO LIKE OR BETTER
CONDITION

CONDITIONS OF APPROVAL

1. This Right-of-Way Utilization Permit will be completed with the description and nature of the proposed work fully described in writing.
2. The Utility Notification Center – Sunshine One Call of Florida must be notified 48 hours in advance of any work. Their phone number is 1-800-432-4770.
3. The name of Facility Owner (Permittee), any contractor and/or subcontractor performing work relating to the work described and approved in this Right-of-Way Utilization Permit will be denoted along with contact information during and after work hours along with emergency contact information.
4. Along with a description of work and location of work, a geographical description, scaled drawing or survey may be requested. Information that may be required for inclusion in the survey is as follows.
 - a. Geographical description of work to be done
 - b. Right-of-Way lines
 - c. Sidewalks
 - d. Description of area of land, pavement, and/or curb disturbing activity.
 - e. The offset distance from the centerline of the proposed work shown with all distances and sizes clearly indicated.
 - f. Cross section denoting locations of other utilities in the area being disturbed/affected.
 - g. Location of all storm water drainage system components (pipes, outfalls, drop inlets, catch basins, retention ponds, detention ponds, seawalls, swales or other components of the storm water system).
 - h. A description of any storm water related Best Management Practice that will be used to mitigate against the sedimentation of the storm water system, erosion of affected/disturbed areas, deposition/release of nutrients or other pollutants to the neighboring properties, water bodies and/or wastewater system.
 - i. All of the above, if requested, shall be clearly marked with sizes, dimensions, and other pertinent information clearly marked.
5. Section corner monuments and other survey markers subject to displacement shall first be referenced and later reset by a Florida Registered Surveyor.
6. This Right-of-Way Utilization Permit is to be signed by the applicant or their legally empowered agent.
7. Contractor performing the work must be licensed/registered through the Pinellas County Construction Licensing Board (PCCLB) and must meet the insurance requirements required by the PCCLB.
8. The construction, operation, and maintenance of such utility shall not interfere with the property and rights of a prior occupant.
9. The construction, operation and maintenance of such utility shall not create obstructions which are/or become dangerous to the traveling public.

10. Maintenance of Traffic (MOT) and safety procedures will follow Florida Department of Transportation (FDOT) and the Manual on Uniform Traffic Control Devices (MUTCD) policies.
11. Digital photos may be required prior to the start of work by the Permittee.
12. Right-of-Way restoration will be inspected periodically for the period of 1 year after final restoration by the City of St. Pete Beach. Should any deficiencies be encountered, the Permittee will have 7 days to make such corrective actions, unless the conditions warrant immediate attention. One (1) year after final restoration, responsibility for the permitted area will revert back to the City.
13. To insure that hazards do not impact the owners, residents, property, or environment, the City of St. Pete Beach maintains the right to inspect all materials and equipment used on or in conjunction with the work outlined in this Right-of-Way Utilization Permit.
14. The Permittee shall and does hereby agree to indemnify, pay the cost of defense and save harmless the Permit Grantor from the and against the payment of all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any person/persons or property being damaged or injured by the Permittee, his employees, agents or subcontractors or in any way attributable to the performance, prosecution, construction, operation or maintenance of the work herein permitted by the Permittee and resulting from the negligent act/acts or omission/omissions of said Permittee in connection with the work herein permitted.
15. The Permittee shall repair and or restore any damage or injury to the right-of-way or to any other City property and shall repair the same promptly (within 7 days of notification to the Permittee), restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury. Restoration work will, at a minimum, meet City Standards as described in attached standards and any standards that are denoted in the Conditions of Approval of this Right-of-Way Utilization Permit.
16. All repairs and restoration must conform to the City Standards (see attached details) or any standards that are denoted in the Condition of Approval of this Right-of-Way Utilization Permit.
17. All portions of the right-of-way other than paved areas disturbed by the construction of this utility shall be grassed, mulched, and/or sodded as required.
18. The Permittee shall televise and record all sanitary sewer mains, sanitary sewer laterals, any other sanitary sewer component, and/or any storm drainage system components that are within the area of work described in this Right-of-Way Permit. These tapes and/or recorded discs are to be delivered to the City for review and permanent filing.
19. Any work that may affect storm water quantity or quality shall require the installation of proper storm water Best Management Practices (BMPs). Devices or actions to be implemented may include hay bales, silt fences, geotextiles, proper dewatering procedures, analytic sampling, and/or techniques listed in the Florida Department of Environmental Protection's Storm water, Erosion, and Sedimentation Control Inspector's Handbook. All work done shall conform to the City of St. Pete Beach's Illicit Discharge Ordinance.
20. All overhead installations shall conform to clearance standards of the Florida Department of Transportation (FDOT) and all underground crossing installations shall be laid at a minimum dept of thirty inches (30") below the pavement or at such greater depth as the Permit Grantor may require.
21. In the event of widening, repair, or reconstruction of said Right-of-Way, the Permittee shall move or remove said utility installation(s) at no cost to the Permit Grantor (City).
22. The License creates and should be considered as granting a permissive use only and the placing of facilities upon the City property pursuant hereto shall not operate to create or to vest any property rights in said Permittee and is granted in perpetuity subject to termination by the Permit grantor upon the giving of thirty (30) days notice in writing to the Permittee.

23. Emergency Work – In the event of an emergency, the facility owner will be allowed to affect the necessary repairs in advance of receiving a permit. However, the application must be submitted and received in the Public Services Department's office before the end of the following business day.
24. THE CONDITIONS OUTLINED ARE ACCEPTED BY THE APPLICANT AND CONTRACTOR – The permit is not transferable and is VOID after 60 days from the date of approval unless work has been started. The applicant agrees, upon completion of any work, to satisfactorily complete all the work authorized by the permit within a period of 90 calendar days.
25. Work within the right-of-way under construction shall be within the times allowable for work, as denoted in the City of St. Pete Beach Code of City Ordinances, except where the work must proceed in order to protect the public interest.
26. Other Conditions of Approval –

Completed Right-of-Way Utilization Permits may be sent to the following Address:

**City of St. Pete Beach
Public Services Department
155 Corey Avenue
St. Pete Beach, FL 33706**

Blank Right-of-Way Utilization Permits may be obtained through the forms page of the Public Services Department's web page located at <http://www.stpetebeach.org/publicwks/default.asp>. You may also obtain a permit from the Public Services Department at 7581 Boca Ciega Drive, St Pete Beach, FL 33706.

For more information or to discuss the Right-of-Way Utilization Permit, contact the CIP Construction Manager at 727-363-9254.

* CALL PUBLIC SERVICES 48 HOURS PRIOR TO
STARTING WORK



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

NORA PARTNERSHIP, LLC

I/WE MARTIN NORA & PETER NORA
(print name of property owner)

hereby authorize AMY LOUGHERY / RALPH LICKTON
(print name of agent)

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

Signature of owner

MARTIN NORA

Print name of owner

Signature of owner

PETER NORA

Print name of owner

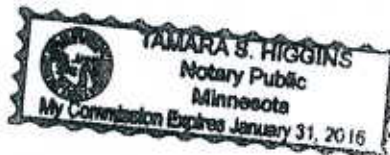
The foregoing instrument was acknowledged before me this 23RD day
of October 2012, by Martin and Peter Nora who
is personally known to me or produced _____ as
identification.

(Notary Signature)

10 23 12

(Date)

My commission expires 1-31-14



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 25th day of January 2013, between THE NORA PARTNERSHIP, hereinafter referred to as "THE PARTNERSHIP" and the CITY OF ST. PETE BEACH, hereinafter referred to as "CITY".

WHEREAS, THE PARTNERSHIP owns the property located at 105 8th Avenue, more particularly described as Lot 21, Block 5, Morey Beach Subdivision, Plat Book 1, page 102, in the records of Hillsborough County, for which Pinellas County was a portion thereof; and,

WHEREAS, the structure on said property is a locally designated historic property within the Pass-A-Grille National Register District; and,

WHEREAS, prior to Tropical Storm Debby. An arcade/colonnade physically attached to the building extended over the sidewalk, which is a public right-of-way; and,

WHEREAS, THE PARTNERSHIP desires to rehabilitate the historic structure and replace the arcade/colonnade over the City right-of-way (sidewalk); and,

WHEREAS, a Special Area Plan was adopted by the City in 2008 to support the existing urban fabric of 8th Avenue and encourage the continuation of the arcade/colonnade over the right-of-way (sidewalk) and the request is consistent with the goals and objectives of this policy document; and,

WHEREAS, the City Commission of the City of St. Pete Beach has authorized the City Manager to execute this agreement upon submission of all proper documentation;

NOW, IN CONSIDERATION THEREFORE, THE PARTNERSHIP agrees to the following:

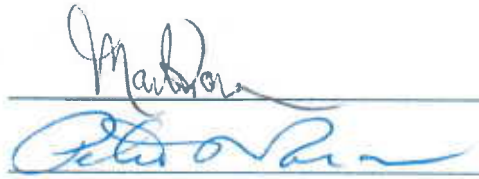
1. That the area subject to this agreement shall be defined as shown on the survey marked 'Exhibit A1'.
2. Indemnification and Hold Harmless: Agrees to indemnify, hold harmless and defend the CITY of, from, and against all liability and expense including reasonable attorney's fees, in connection with any and all claims whatsoever caused or arising out of the construction and use of the fixtures attached to the subject property and shown on "Exhibit A" to this agreement.
3. Insurance policy as security for agreement: At its expense, THE PARTNERSHIP shall keep in force during the term of this Agreement an insurance policy which names the CITY as an additional named insured, insuring the CITY against all claim for which THE PARTNERSHIP has indemnified the CITY. The CITY shall approve the policy and the policy shall provide coverage to the CITY in the amount of one-million dollars (\$1,000,000). Said insurance policy shall be effective at the time of the final inspection for the permit. THE PARTNERSHIP shall provide a certificate of insurance to the CITY specifying the CITY as requiring 30-days advance notice, in writing, of any change to the required insurance policy or cancellation thereof.

4. Term: This Agreement shall remain in force for the period during which the arcade/colonnade structure, shown on "Exhibit A", remains situated on or within the public right-of-way (sidewalk). Unilateral termination of this agreement may be made by either party with a minimum 30-days written notice. If this agreement is terminated, the structure shall be immediately removed at the expense of THE PARTNERSHIP.
5. Assignment: This Agreement shall be binding upon the THE PARTNERSHIP, its assignees and his successors in interest.

WITNESSES:



Mike King



Michael P. Bonfield

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this date personally appeared _____, who is personally known to me or has produced _____ (type of identification) as identification and who did take an oath, and who after being duly sworn, deposes and says:

CITY OF ST PETE BEACH

Michael P. Bonfield, City Manager

ATTEST:

City Clerk
City of St. Pete Beach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fox Agency Inc 1955 Drew St Clearwater FL 33765		CONTACT NAME: Stephen Szafranski PHONE (A/C No. Ext): 727-447-8585 FAX (A/C No): 727-461-1195 E-MAIL: fox33765@yahoo.com ADDRESS:	
INSURED Nora Partnership c/o Martin Nora 21060 Ozark Scandia MN 55073		INSURER(S) AFFORDING COVERAGE INSURER A: Penn America Insurance Company INSURER B: Penn America Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	Y	PAC6976516	05/08/2012	05/08/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A					WC STATUS- TORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Building	Y	PAC6976516	05/08/2012	05/08/2013	Building 1-200,000- Special-ACV-80%-1,000 Building 2-80,000-Special-ACV-80%-1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location#1-Bldg # 1-103-105 8th Ave St. Pete FL 33760
Location#2-Bldg#2-105 1/2 8th Ave St. Pete FL 33760

Additional Insured listed to read: City of St Pete Beach
155 Corey Ave
St Pete Bch ,FL 33706

CERTIFICATE HOLDER

CANCELLATION

City of St Pete Bch 155 Corey Ave St Pete Bch FL 33706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2010/05)

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AGREEMENT
THE PARTNERSHIP and the CITY OF ST. PETE BEACH
EXHIBIT A

SEE ATTACHED, WHICH INCLUDES:

Page 1 - Proposed Site Plan

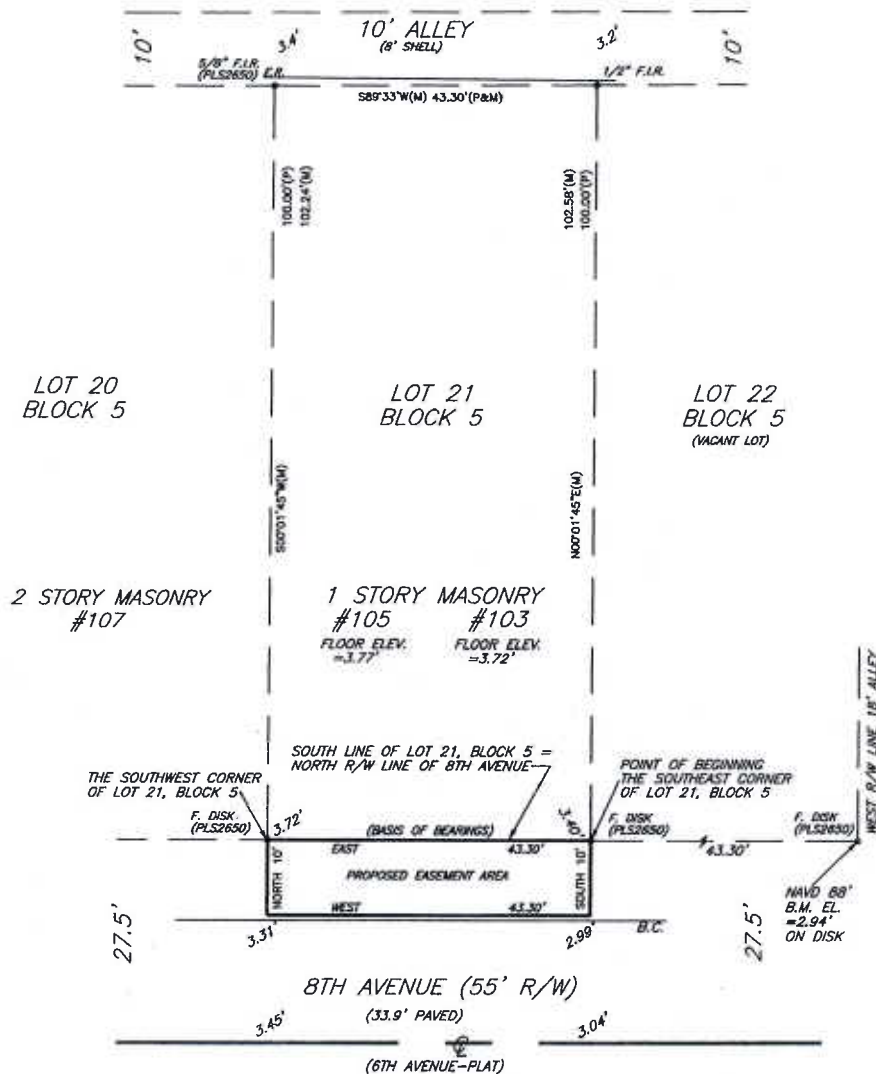
Page 2 - Floor Plan, Roof Framing Plan, Exterior Elev.

Page 3 - Proposed Floor Plan

Construction drawings prepared by
Patrick Knapp, P.E. & dated last
revised 12/10/12

NOTE: THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY AND IS FOR LEGAL DESCRIPTION PURPOSE ONLY

ASSUMED NORTH



LEGAL DESCRIPTION FOR PROPOSED EASEMENT:
THAT PART OF THE 8TH AVENUE ROAD RIGHT OF WAY LYING SOUTH OF LOT 21, BLOCK 5, MOREY BEACH, RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 21, BLOCK 5, RUN THENCE SOUTH A DISTANCE OF 10 FEET; THENCE WEST A DISTANCE OF 43.30 FEET; THENCE NORTH A DISTANCE OF 10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21, BLOCK 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 21, BLOCK 5, A DISTANCE OF 43.30 FEET TO THE POINT OF BEGINNING; AND INCLUDING THE AIR SPACE ABOVE THE AFOREMENTIONED PARCEL TO AN ELEVATION OF 17.00' (NORTH AMERICAN VERTICAL DATUM OF 1988).

JOB NUMBER: MMXII.321 TELEPHONE: (727) 360-0636 DATE OF FIELD SURVEY: 12/20/12 SCALE: 1 INCH = 20 FEET DRAWN BY: DCH	DAVID C. HARNER PROFESSIONAL LAND SURVEYOR 9925 GULF BOULEVARD TREASURE ISLAND, FL. 33706 SECTION 19 TOWNSHIP 32 SOUTH RANGE 16 EAST	FLOOD ZONE: "AE" FLOOD MAP DATE: 8/18/09 COMMUNITY NUMBER: 125149 PANEL NUMBER: 0278 G CHECKED BY: DCH
CERTIFIED TO: THE NORA PARTNERSHIP, LLC		
I HEREBY CERTIFY TO THE HEREON NAMED PARTY OR PARTIES, AND ONLY TO THOSE NAMED HEREON, THAT THE LEGAL DESCRIPTION REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.027. NOTES: UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS, IF ANY, ARE NOT SHOWN. OTHER EASEMENTS AFFECTING THIS PROPERTY MAY EXIST IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. ONLY THOSE EASEMENTS KNOWN TO ME OR SUPPLIED TO ME BY THE HEREON NAMED PARTY OR PARTIES ARE DEPICTED HEREON.		
LEGEND: A=ARC LENGTH ADJ=ADJACENT B.C.=BACK OF CURB CH=CHORD LENGTH C=CALC C.L.F.=CHAINLINK FENCE CONC=CONCRETE M.H.=MANHOLE C/C=COVERED CONC CL=CENTERLINE CH. BRG.=CHORD BEARING EL=ELEVATION F.F.=FINISHED FLOOR F.I.P.=FOUND IRON PIPE S.I.P.=SET IRON PIPE WITH CAP #2650 F.I.R.=FOUND IRON ROD F.C.M.=FOUND CONCRETE MONUMENT M=MEASURED M.S.=METAL SHED P.O.L.=POINT ON LINE D=DEED R=RECORD W/W=WING WALL W.F.=WOOD FENCE DR=DRAINAGE UT=UTILITY EASE=EASEMENT B.M.=BENCHMARK P.I.=POINT OF INTERSECTION P.R.M.=PERMANENT REFERENCE MONUMENT P=PLAT E.P.=EDGE OF PAVEMENT "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"		

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

Issue Considered: Authorization for the City Manager to sign an addendum to an original vendor agreement made between the City and vendor Hill York related to a Florida Energy and Climate Commission/American Recovery and Reinvestment Act Grant.

Date: February 12, 2013

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Director of Administrative Services

Summary of Issue: On December 14, 2010 the City Commission authorized the City Manager to enter into an agreement with the State of Florida Energy and Climate Commission and accept a grant in the amount of \$275,000 for the implementation of an Energy Efficiency Program funded by the American Recovery and Reinvestment Act.

The City Commission also authorized the City Manager to enter into an agreement with vendor Hill York to provide energy efficiency consulting for the design and implementation of the Energy Efficiency Program as required by the Florida Energy and Climate Commission/American Recovery and Reinvestment Act Grant Agreement.

The project was successfully completed and grant monies were received by the City.

While completing a required grant close out process and post project completion audit it was discovered the original vendor agreement made between the City and vendor Hill York did not contain certain language/provisions required by the Florida Energy and Climate Commission/American Recovery and Reinvestment Act Grant Agreement.

To close the grant and clear the findings the City must incorporate the attached addendum into the original vendor agreement.

The City Attorney has reviewed this addendum and has approved same as to form.

Requested Motion: "I move to authorize the City Manager to sign an addendum to an original vendor agreement made between the City and vendor Hill York related to a Florida Energy and Climate Commission/American Recovery and Reinvestment Act Grant.

Attachments: Addendum to an original vendor agreement made between the City and vendor Hill York.

**Reviewed by
City Manager:**

MB

ADDENDUM TO PURCHASING AGREEMENT

THIS ADDENDUM to that certain Agreement dated December 14, 2010 (the "Original Agreement") between THE CITY OF ST. PETE BEACH, FLORIDA ("City") and HILL YORK ("Vendor"), is made and entered into as of the _____ day of _____, 2013.

WHEREAS, the Original Agreement in Section 4. referenced the Florida Energy and Climate Commission Grant Agreement No. ARS039 ("Grant Agreement") and contemplated that the terms of that Grant Agreement, where applicable, would be incorporated by reference into the Original Agreement; and

WHEREAS, the parties intended the Original Agreement to incorporate relevant portions of the Grant Agreement; and

WHEREAS, it is appropriate to document through this Addendum the applicability of Attachment F of the Grant Agreement and the obligation of the City and the Vendor to be bound thereby;

WHEREAS, the parties desire to incorporate into the Original Agreement the provisions and modifications set forth in this Addendum.

NOW, THEREFORE, to induce the Vendor to enter into this Addendum and as a material part of the consideration therefor, and for \$10.00 and other consideration, the receipt and sufficiency of which is conclusively acknowledged by the Vendor and the City, it is agreed as follows:

1. The Original Agreement, as modified by this Addendum, shall constitute the entire agreement of the parties with respect to the design and implementation of the Energy Efficiency Program. In the event that any provision contained in the Original Agreement conflicts with any provision of this Addendum, then this Addendum shall govern and be binding upon the parties. Except where expressly stated otherwise, all capitalized terms used in this Addendum shall have the meanings accorded to such terms under the Original Agreement.
2. The Original Agreement is revised to incorporate a new section 19 to read as follows:
 19. The Vendor must comply with the provisions of Attachment F to the Grant Agreement, attached hereto.

Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY _____

BY _____

CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

ATTACHMENT E
FEDERAL REGULATIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance
Other Federal Regulations	
45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
16. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
17. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.
22. The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.
23. Compliance with the Buy American Act (41 U.S.C. 101a-10c) By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects

a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorization for the City Manager to accept a proposal from Land & Water Engineering Science Inc. (LWES) in the amount of \$11,000 to survey and design three (3) seawall projects.

Date: February 12, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: We recently completed inspecting seawalls citywide in order to prioritize projects. The following are the project recommendations for this fiscal year:

- 18th Ave street end
- 27th Ave street end
- Coquina Way Circle

These projects require survey and design engineering in order to repair so we requested a proposal from one of the City's preapproved engineering firms. The City currently has \$80,000 budgeted in FY 2012-13 for seawall repairs and we expect to be able to complete all three (3) projects within this amount due to the current bidding climate.

Requested Motion: "I move to authorize the City Manager to accept a proposal from Land & Water Engineering Science Inc. (LWES) in the amount of \$11,000 to survey and design three (3) seawall projects."

Attachments: LWES Seawall Proposal

Reviewed by
City Manager:

MB

January 28, 2012

Ms. Renee Cooper
CIP Construction Manager
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, FL 33706

**RE: SCOPE OF SERVICES FOR
SEAWALL RESTORATION AT 18TH AVE (STREET END), 27TH AVE (STREET
END), AND COQUINA WAY CIRCLE**

Dear Ms. Cooper:

We are pleased to submit herein, a proposal for the above referenced project. This document is a task order description to the "Design Services Agreement, January 2013" between Land & Water Engineering Science, Inc., hereinafter referred to as ENGINEER, and the City of St. Pete Beach, hereinafter referred to as CITY, and is made a part of the Agreement thereof.

I. PROJECT DESCRIPTION

To address repairs necessary along the public right-of-ways abutting open water where existing seawalls are demonstrating deterioration; the CITY has requested from ENGINEER to prepare construction guidance documents for the restoration and/or repair of the seawalls.

Three sets of construction documents shall be prepared each for the following restoration efforts:

1. **18TH AVE (STREET END) (Public ROW +/- 50 feet)**
2. **27TH AVE (STREET END) (Public ROW +/- 50 feet)**
3. **COQUINA WAY CIRCLE (Public ROW +/- 100 feet)**

II. SCOPE OF SERVICES

ENGINEER will conduct a site visit to assess exiting conditions, conduct field survey to identify property corners and water depth elevations, from top of existing seawall, and any other project related data such as outfall pipes that may be necessary for the design of the proposed improvements.

Following site assessment, construction plans will be developed for bidding purposes. Draft Final drawings will be submitted for City review and comments. Upon approval from the CITY, ENGINEER will issue final construction plans for bidding purposes.

One set of construction plans will be prepared for each of the projects listed above, each set of drawings is anticipated to be around (3) sheets and will be presented on 11x17 size drawings, unless requested otherwise by the City.

ENGINEER will attend meetings as necessary with the CITY for coordination purposes, It is anticipated that the project may require three meetings; one for coordination/comments review purposes and two others during construction if need be.

Deliverables:

- Construction Documents

EXCLUSIONS

Bid documents and advertisement will be prepared and conducted by the CITY

No Geotechnical Testing or Analysis will be provided by the ENGINEER

It is anticipated that no permitting will be required for these restoration efforts

III. PROJECT SCHEDULE

Services described herein will commence upon receipt by the ENGINEER of a Notice-to-Proceed. The services are anticipated to be completed and delivered according to the following schedule unless it is modified by mutual agreement:

<i>Construction Plans preparation</i>	
Field Survey	15 calendar days from NTP
95% Construction Plans	30 calendar days after field survey
Final Documents	7 days from receipt of comments from the City

IV. COMPENSATION

The Total Budget for this Task Order as requested for each project is as follows:

1. **18TH AVE (STREET END) \$2,800**
2. **27TH AVE (STREET END) \$2,800**
3. **COQUINA WAY CIRCLE \$5,400**

Fees presented above include all costs associated with labor hours for engineering and surveying for the preparation of the documents including other direct costs such as travel, printing and production.

Thanks again for the opportunity to work with the City on this exciting project; we are looking forward to starting upon notification. If you have any questions regarding this scope please do not hesitate to contact me at (727) 202 8958.

Regards;
LWES



Dikran Kalaydjian, PE
Principal

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

Issue Considered: First Reading and Public Hearing of Ordinance 2013-08

Date: February 12, 2013

Prepared By: George Kinney, AICP

Summary of Issue: This amendment is brought by Enterprise Marine on behalf of a multi-family residential development at 1505 Pass-A-Grille Way and Heritage Docks on behalf of a multi-family residential development at 1605 Pass-A-Grille. Both of these properties reside in the RLM-2 zoning district, which permit multi-family use. In addition, both sites currently have Class B dock facilities that were damaged by recent weather events. These dock facilities are currently non-conforming as the existing language in the Land Development Code does not permit Class B docks.

The text amendment, as submitted, was directed only to the RLM-2 Residential Zoning District, which permits single-family, two-family, and multi-family uses. Prior to Planning Commission consideration, staff also reviewed the remaining zoning districts to see if similar provisions should apply and noted that the DCR (Downtown Core Residential) zoning district should also be amended to include Class B docks. In addition, staff noted that the RM (Residential Medium) District currently permits Class B docks as a Conditional Use and that this should be modified to make Class B docks a permitted accessory use. The Planning Commission agreed and recommended this Ordinance to the City Commission.

Requested Motion: “I move to approve Ordinance 2013-08 (read title)”

Attachments: Ordinance 2013-08 and Exhibit.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2013-08

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING SECTIONS 11.3 AND 34.3 OF THE LAND DEVELOPMENT CODE, TO ALLOW CLASS B DOCKS AS PERMITTED ACCESSORY USES AND STRUCTURES IN THE RLM-2 (RESIDENTIAL DISTRICT) AND DCR (DOWNTOWN CORE RESIDENTIAL) ZONING DISTRICTS; AMENDING DIVISION 12 OF THE LAND DEVELOPMENT CODE TO MOVE CLASS B DOCKS FROM SECTION 12.4 (CONDITIONAL USE) TO SECTION 12.3 (PERMITTED ACCESSORY USES AND STRUCTURES); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has received an application for text amendments to the Land Development Code; and

WHEREAS, the City's Planning Board, acting as the City's local planning agency, has reviewed this ordinance amending Divisions 11, 12, and 34 of the Land Development Code and found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

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

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

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

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

Section 1. Divisions 11, 12, and 34 of the City of St. Pete Beach, Florida Land Development Code is hereby amended as illustrated in "Exhibit A".

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

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

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

STEVE MCFARLIN, MAYOR

LPA PUBLIC HEARING: 01/15/2013

PUBLISHED: 01/09/2013

FIRST READING: 2/12/2013

PUBLISHED: 01/30/2013

SECOND READING/ADOPTION HEARING:

PUBLISHED:

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ____ day of _____, 2013

Rebecca Haynes, City Clerk

“Exhibit A”

DIVISION 11 - RLM-2 RESIDENTIAL DISTRICT

Sec. 11.3. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in section 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 11.5
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures under the provisions of section 6.11, Supplemental Regulations of this Code.

DIVISION 12 - RM RESIDENTIAL DISTRICT

Sec. 12.3. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 12.5
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures under the provisions of section 6.11

Sec. 12.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RM Residential District are as follows:

- (a) Assisted living facilities.
- (b) Daycare center/kindergarten.
- ~~(c) —Docks, commercial—Class B only.~~
- ~~(cd)~~ Recreational—Public parks and/or recreational facilities.
- ~~(de)~~ Schools, public or private.
- ~~(ef)~~ Utility substations and/or rights-of-way.

DIVISION 34 – DOWNTOWN CORE RESIDENTIAL DISTRICT

Sec. 34.3. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures and are not of a nature prohibited under section 33.5.
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.

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

Issue Considered: Resolution 2013-02, supporting a plan for a comprehensive expansion and renovation of the St. Pete Beach Library Facility and adjacent parking area.

Date: February 12, 2013

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The five year capital improvement plan adopted by the City Commission for fiscal year 2013 includes a plan for library expansion/renovation and additional parking area to support the library and Corey Avenue stores. This project is budgeted for fiscal year 2016.

The St. Pete Beach Library is well patronized by the community. Per the most current library statistical report (2011), 80% of the St. Pete Beach residents are registered with active library cards. Circulation has increased 25%, computer use 16%, reference queries 125% and programs offered 26% since 2010 once again attesting to the success of our library.

The Pinellas Public Library Cooperative (PPLC) currently has approximately \$570,000 of capital funds available for qualified library projects. The maximum amount to be awarded to one project is \$200,000. The PPLC agreement expires September 30, 2013 and a new agreement is currently being crafted. Some versions of the new proposal do not include any more funding being set aside to assist libraries within the cooperative with capital projects which means this may be the last opportunity for the City to apply for funds thru the PPLC.

Former Mayor Ward Friszolowski (Harvard Jolly Architects) has donated time to develop preliminary plans that meet the needs identified by City staff. These plans will be subject to funding approval by the City Commission if the project moves forward in the future.

Requested Motion: "I move to approve Resolution 2013-02."

Attachments: Resolution 2013-02
Proposed Plans

**Reviewed by
City Manager:** MB

RESOLUTION 2013-02

**A RESOLUTION OF THE CITY OF ST. PETE BEACH,
PINELLAS COUNTY, FLORIDA, SUPPORTING A PLAN FOR A
COMPREHENSIVE EXPANSION AND RENOVATION OF THE
ST. PETE BEACH LIBRARY FACILITY AND ADJACENT
PARKING AREA; PROVIDING FOR AN EFFECTIVE DATE.**

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, at a regular meeting held Tuesday, February 12, 2013, resolves as follows:

WHEREAS, the library collections, services and programs have demonstrated value to the community and its residents; and

WHEREAS, the current library building is forty-five years old, with only a minor refurbishment done two decades ago; and

WHEREAS, the style of the facility originally built in the 1960's preceded the ubiquity of technology and escalating demand for information access, instruction, and space as well as multi-formatted materials in the twenty first century.

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

Section 1. The City Commission supports the plan for a comprehensive expansion and renovation of the current St. Pete Beach Library facility and adjacent parking area as a fundamental step in the future delivery of library services to residents.

Section 2. The City of St. Pete Beach Fiscal Year 2013 Five Year Capital Improvement Plan includes an expansion and renovation of the existing library as well as additional parking.

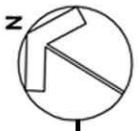
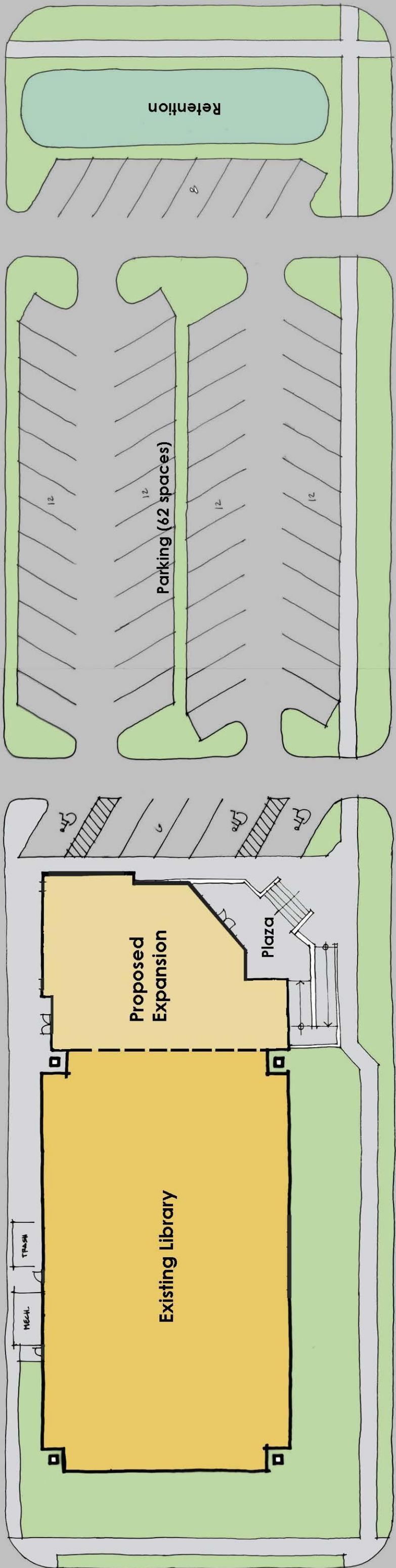
Section 3. This Resolution shall take effect immediately upon its adoption.

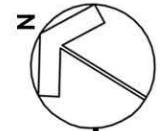
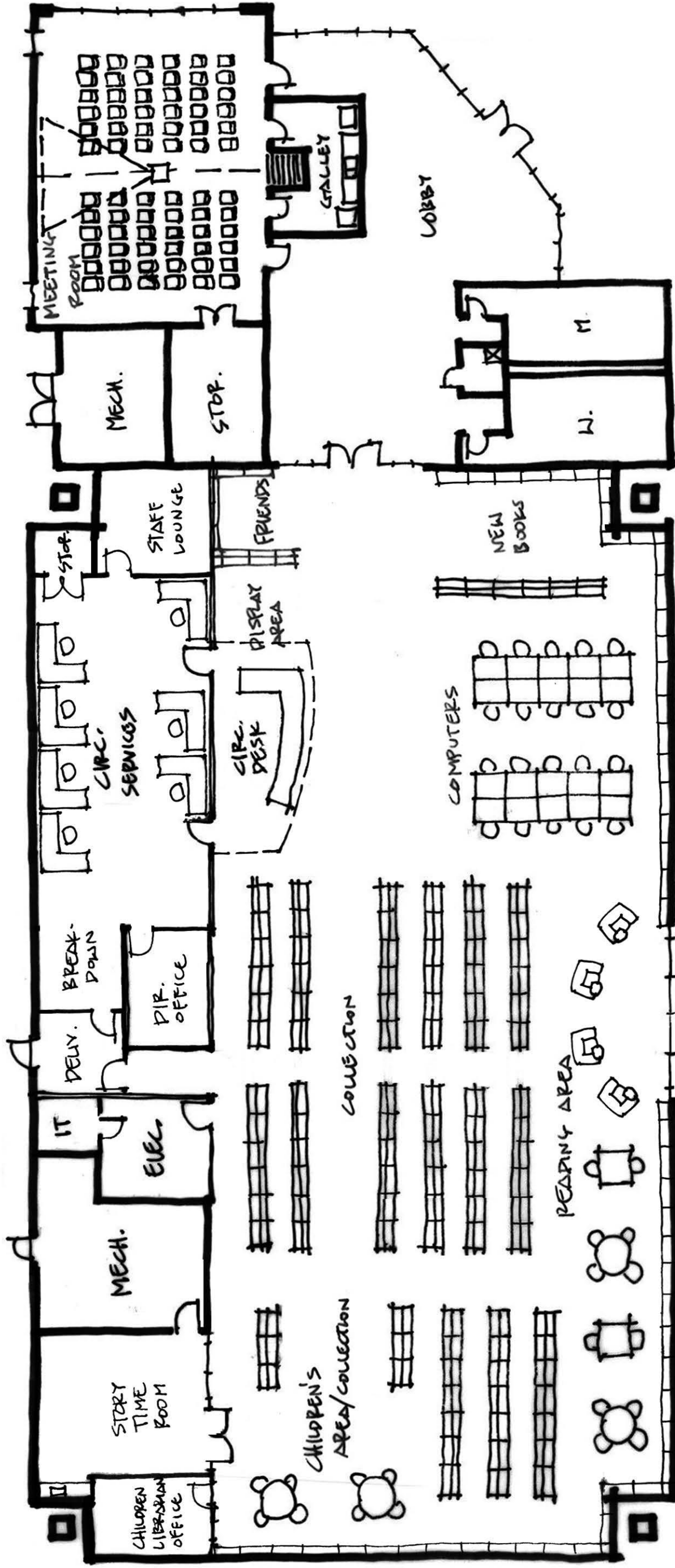
Adopted this _____ day of _____, 2013.

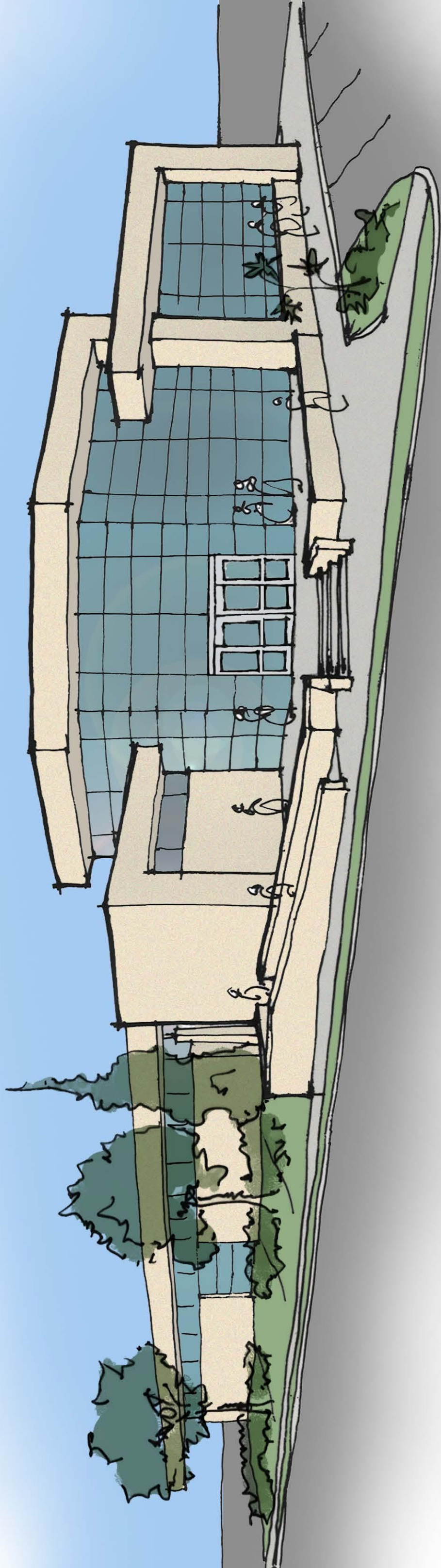
MAYOR

ATTEST:

CITY CLERK







Administrative Services Division Quarterly Report for December 31, 2012

Finance Division:

The last quarter of the calendar year (first quarter of our fiscal year) is always a busy time in the finance division. The final certification step of the requirements set forth by Truth in Millage (TRIM) was completed. The 2013 budget was loaded into the financial system and the final budget document was collated, sent to the printer and posted on the website. Various quarterly reports were prepared and submitted including payroll reports, radon reports, gas tax reimbursement reports, the annual Florida Department of Transportation mileage data form, and the annual letter to the state regarding status or our outstanding wastewater loans. Additionally, I attained LAP certification which is required for acceptance of Florida Department of Transportation grant monies.

The audit process is in full swing the first quarter of the new fiscal year. The audit requires revenue confirmations to be sent to all major revenue sources for the City which includes state agencies, county agencies, utility companies etc. All transactions related to fiscal year 2012 are entered and the books are closed. Various schedules are prepared for the auditor and assistance is given answering their questions and retrieving documents for their review.

There were multiple meetings with FEMA representatives regarding our Tropical Storm Debby claims. Various projects were reviewed for sign off. Financial information was also prepared for the consultant working on the BP Oil Spill claim.

The City started negotiations on the 2013 IAFF collective bargaining contract. Members of the team include the City Manager, labor attorney, fire chief and administrative services director. There were telephone conversations with the pension actuaries and a conference with ICMA regarding the new 401 plan. The hybrid plan for general employees was started during this quarter. There were meetings with personnel and ICMA held on site to explain the new 401 plan.

The finance division is also responsible for workers compensation and risk management. Dan O'Connor has been working diligently to reduce the city loss ratio on workers compensation claims by getting employees back to maximum medical improvement (MMI) in a timelier manner. There are currently two employees that are still on workers compensation. Dan worked with PRM representative and steeled Kilbury vs. SPB for \$85,000. This was related to a fall from a bicycle/rusted sewer grate accident that occurred in 2009.

Grant management is essential if the City is to receive reimbursement for grants that it has been awarded. Paperwork was completed for the COPS/CHRP grant and was submitted to the Department of Justice. A quarterly report was filed for the Florida Department of Transportation pedestrian safety grant. Significant follow-up was required regarding the energy grant the City received. There is still \$25,000 outstanding on this grant and some loose ends need to be taken care of before the funds will be released.

Dan O'Connor has been intricately involved in the transition of police services to the Pinellas County Sheriff. Inventory lists were prepared of all equipment, including vehicles that would be transferred to the Sheriff to offset start-up costs.

Parking Enforcement Division:

With the changeover of police protection from our own department to the Pinellas County Sheriff's office, finance has inherited the issuance of parking permits which was previously done by the police department. No tags or stickers had been ordered, so a rush order was placed.

An agreement with Park Mobile regarding implementation/pricing structure/operation of a pay meter by credit card via an 800 number and/or a smart phone system for pay stations and coin meters similar to St. Petersburg's system has been drawn up and passed by the city attorney for approval. This item will be coming to the City Commission for approval in February.

Parking revenue is up when compared to the same quarter the previous year due to the increase in rates. The number of transactions on the pay station is down slightly from 56,695 in the last quarter of FY 2011 to 56,187 in the last quarter of FY 12. Revenue comparison for the same period is \$151,869.15 compared to \$162,748.50. This is typically one of the slower times of the year.

Library Division:

In October, a new display went into the exhibit case, highlighting the 100th anniversary of the sinking of the TITANIC in 1912. A national exhibit of information and artifacts is travelling the country and will be at The Mahaffey in St Petersburg beginning October 6th. It is a good way to "connect" our collections with a local cultural event. Books on the sinking of the Titanic are always in demand and many new titles have been published within the last year in preparation for the anniversary including several novels with Titanic as the "main" plot catalyst that are being requested by patrons.

The Library Administrator attended the PPLC Annual Retreat. The main topics of discussion were the escalating demand for e-books and the three major platform vendors available or soon to be available: Overdrive, 3M Cloud Library, and Axis 360 (Baker & Taylor). Also consideration of the findings of a June, 2012 Pew Institute Study (conducted in Nov-Dec, 2011) entitled "*Libraries, Patrons, and E-books*" and a recent article in *Harper Magazine* entitled "*What Is Going On With Library E-Book Lending?*". Also, the forthcoming expiration of the POLARIS contract in September, 2013 and what alternatives might be considered. The afternoon session with the PPLC Board members and directors focused on the evolving DRAFT of a new PPLC Interlocal Agreement, the role of the Board, the City Managers, and the County Commissioners in crafting an agreement acceptable to all.

The I-Pad Basics user group meeting continues to draw a capacity crowd (maximum 20). Nancy Gibbs does an excellent job of leading the group and always has a full agenda planned for the novice users.

Because SPB Library is a longtime, valued customer of Centre Point, the Large Print publisher, we have been awarded 30 free titles. Titles will be selected by us this year, and should be an approx. \$1,500 deferral in expenses for LP title purchases.

The Friends Annual Meeting on evening of Oct. 15th was a success. It was billed as an Ice Cream Social, and owners of Larry's Ice Cream Parlor here on the beach brought their 4 most popular flavors of their new gelato. Twenty-six people attended and a few new memberships were gained.

Consultant from AARP visited to check on the “connections” necessary for the Tax preparation workshops for Seniors which will be a weekly program offered for the first time at our Library early next year (2013).

Information Technology Division:

The Finance Department assumed responsibility for IT on September 1 and at that time, the title of the department was changed from the Finance Department to the Administrative Services Department since it now is responsible for a variety of functions outside finance.

The City contracted with an outside vendor for consultant assistance on the computer hardware of the City. At the same time, an IT Specialist was hired full time to help with the day to day technical issues that arise. Both have been very busy.

The consultant has completed phase one which was to move all files, databases and profiles off of the old servers and consolidate them onto one physical server. They are now converting one of the old servers to be used as an archive server to store old, obsolete data. They will also be setting up an old server as a backup to our existing server for redundancy. Next they will make drive mappings consistent throughout the City and diagnose and fix any network slowdowns that have arisen.

The first priority of the IT Specialist was documentation. To that end he has continued to compile a listing of all the software, computers, servers, printers, devices and users that are currently active in the network. Once completed a list of information and settings related to troubleshooting for quicker resolution going forward. A future project involves consolidating IT related information that is easily accessible from mobile devices and/or device with internet connections.

As you may imagine, changes made by the consultant can have ripple effects throughout the network. The IT Specialist has been busy tweaking the system as necessary. All users are now off of the Kavisa system. New or refurbished computers have replaced the former system.

IT has been working with Public Services, Community Development, and an outside consultant regarding the GIS system and upgrades to the current building department software.

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

Issue Considered: Community Development 1st Quarter Report

Date: February 12, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Activity report for the months of October, November, and December, 2012. The report includes information related to Planning Services, Building Services, Code Enforcement Services, and Economic Development Activity.

Requested Motion: None. Information Only.

Attachments: Activity Report.

Reviewed by City Manager: _____



Planning and Community Development

155 Corey Avenue
St. Pete Beach, Florida 33706
Phone: 727.367.2735
Fax: 727.363.9222

Memorandum

February 12, 2013

To: Mike Bonfield, City Manager
From: George Kinney, Community Development Director
Re: 2013 1st Quarter Report
Community Development Department

The attached report includes information related to the following:

Planning Support – This portion of the report includes information on various Boards and Committees supported by the Planning Division including the number of cases/items and their disposition. This part of the report also includes a count of Temporary Use permits issued for the quarter.

Building Inspections – This portion of the report includes the number of building inspections performed for the quarter broken down by month and type.

Permits Issued - This portion of the report includes the total number of permits issued by type.

Plan Review Action - This portion of the report includes plan review actions and outcomes.

Code Enforcement - This portion of the report includes code enforcement items broken down by District

Planning Support				
	October	November	December	Total
BOA Items	4	2	0	6
PC Items	3	6	1	10
Historic Items	2	3	0	5
Commission Items	3	4	2	9
Magistrate Items	3	3	4	10
Temporary Use Permits	0	0	2	2

BOARD OF ADJUSTMENT

October

Case # 2012-0045: Property address is 517 55th Avenue. Applicant requests a variance from Section 8.7(a)(4) of the Land Development Code to permit the construction of a room addition that will encroach 4' into the required 20' rear-yard setback line. **Approved**

Case # 2012-0046: Property address is 600 55th Avenue. Applicant James E. Lingeback requests a variance from Section 6.13(c)(6)b. of the Land Development Code to permit the construction of a decorative fountain that that will encroach 4'-6" into the required front-yard setback line. **Approved**

Case # 2012-0047: Property address is 8225 Boca Ciega Drive. Applicant Philip C. Smith requests a variance from Section 9.7(a)(3) of the Land Development Code to permit the construction of an attached garage that will encroach 5'-6" into the required 12' side-yard setback. **Denied**

Case # 2012-0048: Property address is 2781 East Vina Del Mar Boulevard. Applicant Scott Vigue requests a Variance from Sections 6.13(c)(5)a. and 6.13(c)(5)c. of the Land Development Code to permit the construction of a gazebo that exceeds the maximum size and that will encroach 10'-4" into the required 20' waterfront rear-yard setback line. **Approved**

November

Case # 2012-0049: Property address is 7001 GulfBoulevard. Applicant Pauline Kendrick requests a variance from Section 33.9 of the Land Development Code to permit the construction of an addition that will encroach 7.5' into the required 10' secondary front yard (Gulf Blvd) setback line. **Approved**

Case # 2012-0052: Property address is 103 8th Avenue (vacant land). Applicants Carl & Jaqueline Hollenback request a variance from Section 40.8 of the Land Development Code to permit the relocation of a historic home that proposes a 27' front-yard setback where a 0' setback is required. **Approved**

December

No Cases.

PLANNING COMMISSION

October

Discussion Item: Proposed changes to the CRD-EA (Eighth Avenue) Zoning District

Discussion Item: Proposed change to the Land Development Code regarding chain link and temporary fencing design

Discussion Item: Proposed change to the Land Development Code regarding the outdoor display of merchandise.

November

Legislative Item: An Ordinance amending the text of the Land Development Code as it relates to secondary uses in the Large Resort Zoning District. ***Modified and recommended for approval***

Legislative Item: An Ordinance amending the text of the Land Development Code to delete the prohibition of certain primary and secondary colors. ***Recommended for approval***

Legislative Item: An Ordinance amending the text of the Land Development Code to delete the prohibition of the outdoor display of merchandise. ***Recommended for approval***

Legislative Item: An Ordinance amending the text of the Land Development Code as it relates to regulating the outdoor display of merchandise and temporary construction fencing. ***Recommended for approval.***

Discussion Item: Presentation by Jim Lemberg regarding fiber utility systems.

Discussion Item: Proposed text changes to the 8th Avenue zoning district.

December

Legislative Item: An Ordinance amending the text of the Land Development Code to increase temporary lodging density from 30 to 50 units per acre and to allow stand-alone residential uses in the CRD-EA Zoning District. ***Recommended for approval***

HISTORIC COMMISSION

October

Discussion Item: Historic Preservation Tax Incentives

Discussion Item: Update on the Zephaniah Phillips Cottage

November

Case #2012-0050: Request for Certificate of Appropriateness to move and rehabilitate the Zephaniah Phillips Cottage. **Approved**

Case #2012-0051: Application for variance from the City's floodplain management regulations for historic structures, pursuant to Section 28.16 of the Land Development Code. Address is 103 8th Avenue. **Approved**

Discussion Item: Amendment to Division 40 of the Land Development Code to allow stand-alone residential uses in the 8th Avenue Zoning District as a permitted or conditional use.

December

No Cases.

CITY COMMISSION

October

Consent Item: Enter into a contract with “Quorum Services” for as-needed building inspection and plan review services.

Ordinance 2012-21: First Reading, providing for an amendment to the Comprehensive Plan as it relates to the Bayou Residential Character District to allow for commercial uses to be mixed with temporary lodging uses, removing the two-acre minimum developable site limitation, removing the temporary lodging unit per-project cap, and modifying the floor area ratio and setback site requirements. (Legislative)

Ordinance 2012-22: First Reading, providing for an amendment to the Land Development Code as it relates to the Bayou Residential Character District to allow for commercial uses to be mixed with temporary lodging uses, removing the two-acre minimum developable site limitation, removing the temporary lodging unit per-project cap, and modifying the floor area ratio and setback site requirements. (Legislative)

November

Action Item: Request to waive permit fees related to the relocation of the historic Zephaniah Phillips house from 608 Pass-A-Grille Way to 103 8th Avenue in the amount of \$603.30. **Approved**

Ordinance 2012-21: Final Reading, providing for an amendment to the Comprehensive Plan as it relates to the Bayou Residential Character District to allow for commercial uses to be mixed with temporary lodging uses, removing the two-acre minimum developable site limitation, removing the temporary lodging unit per-project cap, and modifying the floor area ratio and setback site requirements. (Legislative)

Ordinance 2012-22: Final Reading, providing for an amendment to the Land Development Code as it relates to the Bayou Residential Character District to allow for commercial uses to be mixed with temporary lodging uses, removing the two-acre minimum developable site limitation, removing the temporary lodging unit per-project cap, and modifying the floor area ratio and setback site requirements. (Legislative)

Resolution 2012-16: Approving a historic property tax exemption for the property located at 104 7th Avenue. **Approved**

December

Resolution 2012-0018: Appointing the Special Magistrate as the parking citation hearing officer. **Approved**

Resolution 2012-0019: Vacating four 5-foot utility and drainage easements. **Approved**

MAGISTRATE

October

Case #2012-0064: Property Owner, Paul Dunnan and/or Linda Standring. Property Address, 321 41st Avenue. Code Sections 98-66b.(18) stagnant pool with no circulation, 98-66b.(20) grass and weed overgrowth, and 98-66b.(24) rotting gate and fence sections.

Case #2012-0068: Property Owner, Wilda J. Benoit. Property Address, 3665 Belle Vista Drive East. Code Section 98-66b.(20) grass and weed overgrowth.

Case #2012-0037: Property Owner, Steven P. Wedge and/or Lei Xuan. Property Address, 356 South Tessier Drive. Code Section 8.2 using property for short term rental of less than 30 days.

November

Case #2012-0054: Property Owner, Steven R. Gordon and/or Juliana Toro-Gordon. Property Address, 860 Boca Ciega Isle Drive. Code Sections 98-66b.(18) elevated pool structure in disrepair and 515.29 swimming pool with missing protective barrier.

Case #2012-0075: Property Owner, Scioto Bay Del Mar. Property Address 281 North Tessier Drive. Code Section 98-66b.(20) grass and weed overgrowth.

Case #2012-0084: Property Owner, Carol J. Fetzner. Property Address, 506 79th Avenue. Code Section 98-66b.(20) grass and weed overgrowth.

December

Case #2012-0086: Property Owner, Geraldine F. Kelly. Property Address, 562 Belle Point Drive. Code Section 98-66b.(20) grass and weed overgrowth.

Case #2012-0087: Property Owner, Gina Simonaitis. Property Address, 8920 Gulf Boulevard. Code Sections 98-66b.(2) deteriorating soffit, fascia, and wood siding, 98-66b.(3) broken windows, 98-66b.(7) deteriorating and fading paint, and 98-66b.(20) grass and weed overgrowth.

Case #2012-0095: Property Owner, David and/or Andrea Berry. Property Address, 250 46th Avenue. Code Section 98-66b.(20) grass and weed overgrowth.

Case #2012-0098: Property Owner, Kenneth F. Donovan and Wilma Ann Saunders. Property Address, 820 59th Avenue. Code Sections 98-66(d) exterior storage, and 98-67(c) inoperable trailer.

TEMPORARY USE PERMITS

October

No Permits Issued.

November

No Permits Issued.

December

2012-04: Issued to Frank Boyle for prayer meeting at 430 82nd Avenue to include a movie and game events on December 31, 2012.

2012-05: Issued to Park Shore Boutique Apartments, 520 73rd Avenue to permit A-frame sign, banner, and balloons for grand re-opening event.

ECONOMIC DEVELOPMENT INITIATIVES

- ❖ Staff met with a Corey Avenue Business Association representative to review illustrative renderings regarding streetscape improvements. It was suggested that the concept be presented at the Planning Commission meeting the following week.
- ❖ Staff had an initial discussion with a nationally accredited retail consultant regarding a one-day workshop in December. Mr. Bob Gibbs has agreed to provide this service and staff is continuing to work on a specific date and location.
- ❖ Tom Rodgers (CABA), Michael Lehman (Planning Commission), and the Development Director met with Dunedin staff to discuss the success of their Community Redevelopment District. Dunedin staff offered materials and a tour of several projects.
- ❖ The Director accompanied Commissioner Hugh, Planning Commission member Michael Lehman and CABA representative Tom Rodgers on a visit to the Enzian theatre in Orlando. The Enzian is nationally known for the movie going experience it provides and is run by a non-profit entity. The purpose of the trip was to learn more of the operation.
- ❖ Staff had the opportunity to watch a professional video pertaining to the retail industry including current market trends, per capita ratios, building form, and use mix.
- ❖ The Director and City Manager met with the Tampa Bay Regional Planning Council to discuss next steps related to their economic development proposal. The RPC will use January for data collection and scenario modeling development. The Director anticipates presenting the next steps to the Planning Commission and City Commission in January.

OTHER ITEMS OF INTEREST

- ❖ Staff met with County representatives to discuss a participating role with their Enterprise Geographic Information System program.
- ❖ The Director attended a Pinellas County Metropolitan Planning Organization (MPO) meeting. The meeting included a review of the Transportation Priority List and the Transportation Disadvantaged Service Plan. It also included a presentation by the Center for Urban Transportation Research on Bus Rapid Transit. Additionally, PSTA reported a record ridership year at over 14 million riders.
- ❖ The Senior Planner was re-appointed as lead staff to the Pinellas County Planning Advisory Council.
- ❖ Staff responded to several inquiries regarding the relocation of the Zephaniah Phillips home in Pass-A-Grille. This historic structure was previously slated for demolition.
- ❖ Staff met with residents surrounding a code enforcement action on 78th Avenue. Staff advised the status of the pending injunctive action.
- ❖ Staff finalized and forwarded a recommendation for consulting services related to building inspection and plan review services on an 'as needed' basis.
- ❖ Staff finalized their review of responses to the City RFQ for Engineering and Planning Services.
- ❖ Staff was informed that a Comprehensive Plan lawsuit ('Anderson') was decided in favor of the City. The decision is subject to appeal.
- ❖ Staff prepared and mailed two zoning verification letters including one related to the Coconut Inn regarding signage and one related to the Tradewinds Resort regarding parking.
- ❖ The CD Director met with a realtor and attorney representing a duplex property on E. Bazan Avenue. At issue is the use of detached garage as a third dwelling unit.
- ❖ Staff was able to coerce the ownership of the baithouse on the east end of Corey Avenue to repair and repaint the structure. Work is scheduled to begin next week.
- ❖ The Community Development Director attended the Annual Florida Redevelopment Conference.
- ❖ Staff met with the City Manager and Boca Shores Management to discuss a building code issue.
- ❖ Staff completed the Tradewinds Site Plan review and drafted a Development Order.

- ❖ Staff completed consultant interviews related to securing on-call Engineering and Planning services.
- ❖ Staff consulted with GeoDecisions and City IT personnel in an attempt to resolved data issues related to permit tracking and business license software.
- ❖ Staff investigated issues related to business license paid receipts.
- ❖ The Director attended a Pinellas County School Planning Work Group meeting regarding proposed charter school locations and related siting issues. The session also included a status update regarding fall student enrollment counts, interlocal agreement status, and comprehensive plan updates.
- ❖ Staff met with Sheriff representatives and other relevant city staff in anticipation of turning the special event permitting process over to the Parks and Recreation Department. The service reassignment took place on December 21.
- ❖ Staff worked with Public Works, Finance, and Baker Engineering to assess GIS needs. A proposal has been put forth by Baker and will be forwarded to the City Commission for approval.
- ❖ Senior Planner, Catherine Hartley took a position with Hillsborough County. Staff is contacting universities and pouring over resumes in anticipation of a replacement.
- ❖ Staff continues to quality control business tax information in order to refine the process for next year.
- ❖ Staff was successful in obtaining a 'show cause' injunction for the Birmingham property on 78th. This is a court directed order and the property owners have been given until January 1 for the mitigation of all code related issues. Failure to do so will result in a hearing before the judge that issued the order.

Inspection Totals

October 2012

BUILDING
(320 Inspections)
ELECTRICAL
(97 Inspections)
GAS
(6 Inspections)
MECHANICAL
(42 Inspections)
PLUMBING
(59 Inspections)
POOL
(9 Inspections)

October 2012 Inspections 533

November 2012

BUILDING
(211 Inspections)
ELECTRICAL
(66 Inspections)
GAS
(10 Inspections)
MECHANICAL
(33 Inspections)
PLUMBING
(42 Inspections)
POOL
(5 Inspections)

November 2012 Inspections 367

December 2012

BUILDING

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(175 Inspections)

ELECTRICAL

(35 Inspections)

GAS

(8 Inspections)

MECHANICAL

(23 Inspections)

PLUMBING

(38 Inspections)

POOL

(2 Inspections)

December 2012 Inspections 281

Total number of Inspections 1181

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Report of Permits Issued

From 10/1/2012 TO 12/31/2012

3 ACCESSORY STRUC	8 ADDITION COMBO
1 ALARM	2 BUILDING
5 DECK	3 DEMO
17 DOCK	13 DRIVEWAY/SIDEWA
26 ELECTRICAL	28 FENCE
12 GARAGE DOOR	6 GAS
46 MECHANICAL	14 PLUMBING
4 POOL	72 RENOVATION
49 ROOF	5 SEAWALL
8 SHUTTERS	1 SIDING
4 SIGN	37 WINDOW(S)

Total number of Permits 364

Plan Review by Date

From 10/01/2012 TO 12/31/2012

PERMIT TYPE ACCESSORY STRUC

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/4/2012	20121227	FIRE PR <15K<	\$200.00	5900 GULF BLVD
new pool gazebo over new spa (spa permit by others)				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
10/10/2012	20121292	PR10,001-1500	\$115.00	350 42ND AVE
extend & replace existing screen enclosure				
10/10/2012	20121283	PR \$2,000 LES	\$15.00	5575 GULF BLVD
8'x10' storage shed built to code				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
10/25/2012	20121348	PR \$20,000 +	\$275.00	3400 GULF BLVD
Removing/Replacing antennas, platform and equipment cabinets on existing rooftop collocation of telecommunications equipment				

PERMIT TYPE ADDITION COMBO

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/4/2012	20120053	PR \$20,000 +	\$262.50	2101 PASS A GRILLE WAY
job increased from \$200,000 to \$270,000 for 3rd floor addition				
Addition; remove existing rear porch; create new living area - Remodel kitchen and interior walls and add master bath. increased job cost from \$200,000 to \$270,000 for 3rd floor addition. Variance granted.				
11/2/2012	20121379	PR \$20,000 +	\$425.00	1350 BOCA CIEGA ISLE DR
addition of a second floor to north end of existing structure & pool bath				
11/9/2012	20121412	PR \$20,000 +	\$436.25	7025 BOCA CIEGA DR
add 2 car garage, entry way, bedroom				
11/14/2012	20121440	PR \$20,000 +	\$290.00	1110 BOCA CIEGA ISLE DR
add 2nd story outdoor attached structure (Kitchen/bar) with stair. 12/18/12 add to permit installing 13 smart vents in existing flood vents. leaving the remaining vents alone.				

11/19/2012 20121462 PR \$20,000 + \$245.00 535 80TH AVE
covered porch, re-roof, storage exterior, solar panels, block wall

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
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11/9/2012	20121411	PR \$20,000 +	\$473.75	400 59TH AVE
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lateral addition which includes a garage on the 1st floor & a bedroom & bath on the second floor

12/7/2012	20121520	PR \$20,000 +	\$530.00	3110 2ND ST W
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add storage area at front of house. Demo & rebuild existing rear decks. new floor area in master suite. change out some windows & doors

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
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11/21/2012	20121472	PR \$20,000 +	\$192.50	311 S JULIA CIR
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enclosing screen porch into solid enclosed porch/office under existing roof

PERMIT TYPE ALARM

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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10/3/2012	20121236	FIRE PR >15K>	\$350.00	6650 SUNSET WAY
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replace all existing fire alarm devices . existing wire will be reused .

\$300 plus \$25.00 per floor over 3 stories. this is a 5 story

11/6/2012	20121393	FIRE PR <15K<	\$200.00	6200 GULF BLVD
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fire alarm installation - lobby, restaurant areas, sounders in all hotel room

PERMIT TYPE BUILDING

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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12/31/2012	20121586	PR 2,000-5,000	\$27.50	8911 BLIND PASS RD 323
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Replace existing sliding glass door with new impact.

PERMIT TYPE DECK

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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11/13/2012	20121425	PR5,001-10,000	\$75.00	621 64TH AVE
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build deck patio in back yard

11/1/2012 20121376 PR \$2,000 LES \$15.00 218 PUNTA VISTA DR
ECO Garage Door 8X7 FL # 13521.2

12/17/2012 20121553 PR \$2,000 LES \$15.00 5407 PALI WAY
e/c/o garage door 8'x7' FL15279.72

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
10/1/2012	20121241	PR \$2,000 LES	\$15.00	241 N TESSIER DR
Replace garage door with raynor buildmarle impact - 16 x 7 FL # 14529.2				

10/22/2012	20121331	PR \$2,000 LES	\$15.00	711 64TH AVE
replace existing garage door 16x7 FL14170.9				

10/25/2012	20121346	PR \$2,000 LES	\$15.00	5000 GULF BLVD 701
Replace 9X7 garage door FL 15058.4				

11/2/2012	20121381	PR \$2,000 LES	\$15.00	2106 PASS A GRILLE WAY
replace garage door with windload door 8x7 FL#15212				

11/5/2012	20121388	PR \$2,000 LES	\$15.00	135 58TH AVE
replace existing garage door 16 x 7				

11/13/2012	20121423	PR 2,000-5,000	\$27.50	5409 LEILANI DR
replace existing garage door with a FL approved garage door 16x7 FL11267.4				

11/20/2012	20121463	PR \$2,000 LES	\$15.00	3102 E VINA DEL MAR BLVD
replace 16x7 garage door with new impact door FL14529.2				

12/7/2012	20121526	PR \$2,000 LES	\$15.00	243 HERMOSITA DR
replace garage door				

12/17/2012	20121554	PR \$2,000 LES	\$15.00	540 59TH AVE
e/c/o garage door 16'x8' FL9462.3				

PERMIT TYPE MECHANICAL

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
11/16/2012	20120684	FIRE PR <15K<	\$200.00	3852 GULF BLVD
direct replacement of kitchen hood with new exact hood				

PERMIT TYPE PLUMBING

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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10/2/2012 20121249 PR10,001-1500 \$145.00 3210 E MARITANA DR
 Install solar hot water and pool system

PERMIT TYPE POOL

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/3/2012	20121252	PR15,001-2000	\$257.50	320 S JULIA CIR New pool, pavers deck and electrical pool heater
11/15/2012	20121452	PR \$20,000 +	\$428.75	321 N TESSIER DR swimming pool w/ spa & paver deck. Job cost reduced to \$50000.00
12/3/2012	20121503	PR15,001-2000	\$167.50	5830 BIMINI WAY S new pool, spa & pavers

PERMIT TYPE RENOVATION

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/9/2012	20120988	PR5,001-10,000	\$65.00	9357 BLIND PASS RD 201 unable to plan review fee due to power outage - to be paid at permit pick up replace 1 size for size patio door
10/12/2012	20121299	PR5,001-10,000	\$75.00	3103 W VINA DEL MAR BLVD rear deck removal/rebuild/extend - front porch/deck addition, approx 10'x30' slab on side of house. Remove 2 windows front of house relace doors to new porch
10/15/2012	20121305	FIRE PR <15K<	\$200.00	250 75TH AVE install ansul fire suppression system to meet UL300 standard
10/15/2012	20121004	PR10,001-1500	\$220.00	3198 E MARITANA DR new addition to existing job increase in job cost from \$10000 to \$25000 - difference in fee stucco home. 10/15/2012 new deck & new front entry stairs
10/19/2012	20121325	PR \$20,000 +	\$196.25	105 2ND AVE kitchen & master bathrom remodel. 11/16/12 add to permit remodeling another bathroom
10/24/2012	20121234	FIRE PR <15K<	\$200.00	255 COREY AVE 263 COREY commercial interior remodel
10/29/2012	20121356	PR 2,000-5,000	\$40.00	5007 GULF BLVD extend bar, close in door, use existing door slab and put on hinges, extend pavers for outdoor patio
10/31/2012	20121371	PR \$20,000 +	\$230.00	320 S JULIA CIR porch addition, 11/15/12 contractor removed master bedroom roof portion of the job.

10/31/2012	20121369	BLD PRMT NO	\$0.00	1904 20TH AVE	city job
hose tower demo & cap					
11/1/2012	20121356	FIRE PR <15K<	\$200.00	5007 GULF BLVD	
extend bar, close in door, use existing door slab and put on hinges, extend pavers for outdoor patio					
11/5/2012	20121382	PR 2,000-5,000	\$27.50	1403 PASS A GRILLE WAY	
remove sliders - install new pans. Reisndtall sliders - fill in 3' of one sliding glass opening - wire lath & stucco to match - build small interior closet wall with pocket door					
11/5/2012	20121383	PR \$2,000 LES	\$15.00	3976 BELLE VISTA DR	
replace rear exterior door from garage with impact					
11/8/2012	20121402	PR5,001-10,000	\$75.00	4125 POINSETTIA DR	
repair storm damaged exterior wall					
11/19/2012	20121461	PR \$20,000 +	\$181.25	103 22ND AVE	
interior remodel. new stairway to 2nd floor & new bathroom under stairway, elect plumb to code; demo completed under seperate permit #20121437					
11/20/2012	20121465	PR \$20,000 +	\$230.00	605 55TH AVE	
interior renovation					
12/3/2012	20121502	PR \$20,000 +	\$218.75	1010 BOCA CIEGA ISLE DR	
remodel of existing porch, install new roof system & slider doors					
12/3/2012	20121465	PR \$20,000 +	\$48.75	605 55TH AVE	job cost increase from \$35000 to \$47748 - difference in plan review fee
interior renovation					
12/7/2012	20121523	PR \$2,000 LES	\$15.00	7001 GULF BLVD	
build overhang to cover existing walkway approaching front door.					
12/10/2012	20121535	PR \$2,000 LES	\$15.00	5396 GULF BLVD 108	
replace 1 door size for size - no glass					
12/10/2012	20121534	PR \$2,000 LES	\$15.00	5396 GULF BLVD 203	
replace 1 door size for size - no glass					
12/12/2012	20121453	PR10,001-1500	\$152.50	4290 BELLE VISTA DR	job increase from \$300 to \$14800.
remove non bearing wall. Added 11/29/2012 removal of a load bearing wall & redrywall ceiling, relocate electric, kitchen remodel, wood flooring job cost increase \$14800.00					
12/13/2012	20121545	PR \$20,000 +	\$248.75	2505 PASS A GRILLE WAY	
convert garage into bed & bath. Add 1 exterior door, 1 exterior window & interior door. replace kitchen countertops					

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION	
10/10/2012	20121190	PR \$20,000 +	\$56.25	1940 E VINA DEL MAR BLVD	job increase from \$25,000 to \$40,000, this is difference owed
enclose a portion of the existing second floor. job increase per FEMA package from \$25,000 to \$40,000					
10/15/2012	20121296	PR \$20,000 +	\$173.75	5600 GULF BLVD	
structural repairs					

10/22/2012	20121332	PR5,001-10,000	\$105.00	192 MAR ST	
remove & replace pool enclosure					
10/29/2012	20121358	PR \$20,000 +	\$286.25	4625 GULF BLVD	
minor interior renovation of existing bank branch					
10/29/2012	20121357	FIRE PR <15K<	\$200.00	5250 GULF BLVD	
pipe from existing gas line to 3 fire pits & connect					
11/5/2012	20121389	PR 2,000-5,000	\$52.50	600 55TH AVE	
install 24" dia x 56" high fountain (BOA 20120046)					
11/8/2012	20121406	PR10,001-1500	\$130.00	107 20TH AVE	
replace windows & doors. New exterior walls & siding, drywall, trim, paint					
11/13/2012	20121429	PR \$2,000 LES	\$15.00	420 64TH AVE 400 64TH AVE	
remove garage roll up door and fill in on storage building					
11/14/2012	20121403	PR 2,000-5,000	\$40.00	1001 GULF WAY	
replace rotted plywood on exterior of house - reapply lap siding. Add a garage door 11/14/2012 job cost increase from \$2400 to \$3600					
11/15/2012	20121358	FIRE PR <15K<	\$200.00	4625 GULF BLVD	
minor interior renovation of existing bank branch					
11/16/2012	20121454	PR 2,000-5,000	\$27.50	4265 MILLER DR	
replace front door					
11/21/2012	20120843	PR5,001-10,000	\$205.00	400 PASS A GRILLE WAY	\$6000.00 additional work submitted for plan review - plan review fee only based on \$6000 previous work did not require plan review
strom repair damage & roof & add hurricane clips exterior 11/21/2012 added a new porch job (additional \$6000.00)					
12/6/2012	20121517	PR \$2,000 LES	\$15.00	2862 W VINA DEL MAR BLVD	
replace exterior side door entry size for size					
12/13/2012	20121549	PR 2,000-5,000	\$27.50	523 72ND AVE	
remove kitchens in two apartments, turn unit#18 into office space, combine units #5 and #11 into a single unit					
12/19/2012	20121540	PR5,001-10,000	\$85.00	229 41ST AVE	
install new pool cage over exisring pool					

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION	
12/20/2012	20121569	PR10,001-1500	\$145.00	366 39TH AVE	
Replace 3 existing back doors with new impact doors. Cut 3 openings into existing masonry wall & install 3 PGT non impact windows with plywood protection					

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION	
10/10/2012	20121287	FIRE PR <15K<	\$200.00	2301 PASS A GRILLE WAY	
standpipe system					

PERMIT TYPE ROOF

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION	
10/10/2012	20121282	PR \$2,000 LES	\$15.00	1301 PASS A GRILLE WAY	
applying new plywood sheathing over existing sheathing for new TPO roof install					
10/18/2012	20121324	PR15,001-2000	\$152.50	240 S JULIA CIR	
remove & replace 29sq tile apply w/ peel & stick on a 3/12 pitch					
10/31/2012	20121368	BLD PRMT NO	\$0.00	7301 GULF BLVD	city job
reroof & paint					
11/27/2012	20121480	PR 2,000-5,000	\$52.50	7500 BLIND PASS RD	
recover mansard roof with timberline shingles, and low slope with sbs modified certainteed set in modified adhesive and roofing cement					

PERMIT TYPE SHUTTERS

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION	
10/1/2012	20121243	PR5,001-10,000	\$95.00	7150 SUNSET WAY 907	
Provide & install 1 motorized & 4 manual rolldown shutters					
10/16/2012	20121312	PR5,001-10,000	\$95.00	4450 GULF BLVD 313	
install 2 motorized roll up shutters					
10/22/2012	20121328	PR \$2,000 LES	\$15.00	210 LIDO DR	
INSTALL STORM PANELS EXISTING OPENINGS					

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION	
10/9/2012	20121278	PR5,001-10,000	\$105.00	8020 SAILBOAT KEY BLVD C-	
install 2 motorized roll up shutters					
10/17/2012	20121322	PR 2,000-5,000	\$52.50	7150 SUNSET WAY 104	
install 3 roll down shutters					
10/17/2012	20121321	PR 2,000-5,000	\$52.50	7150 SUNSET WAY 203	
installation of 1 roll down shutter & installation on 1 impact window					
11/14/2012	20121444	PR \$2,000 LES	\$15.00	388 41ST AVE	
install 10 fabric hurricane panels					

PERMIT TYPE SIGN

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/5/2012	20121263	PR 2,000-5,000	\$27.50	5600 GULF BLVD
Install wall sign "Hertz" hookup to existing elec				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
11/29/2012	20121490	PR 2,000-5,000	\$40.00	6300 GULF BLVD POST CAR
face change only on tower & pylon sign. Install new wall sign				

PERMIT TYPE WINDOW(S)

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
10/4/2012	20121258	PR \$2,000 LES	\$15.00	709 GULF WAY 27
replace size for size one slider window 72x48 impact				
10/12/2012	20121300	PR10,001-1500	\$145.00	2105 GULF WAY
replace 16 windows size for size with impact				
10/16/2012	20121308	PR \$20,000 +	\$230.00	1001 GULF WAY
Replacing 24 windows, 6 doors				
10/22/2012	20121329	PR5,001-10,000	\$85.00	6361 3RD PALM POINT ST
installing 4 windows & 2 sliding glass doors				
10/23/2012	20121340	PR5,001-10,000	\$85.00	5575 GULF BLVD 421
replace 6 windows size for size with impact				
11/6/2012	20121392	PR \$2,000 LES	\$15.00	108 PASS A GRILLE WAY
replace sliding patio door				
11/13/2012	20121431	PR \$20,000 +	\$203.75	203 46TH AVE 203
install 9 windows & 3 sliding glass doors size for size with impact				
11/28/2012	20121484	PR \$2,000 LES	\$15.00	153 42ND AVE
replace 2 windows w/plywood shutters FL14911.12. Added 1/4/2013 1 window job cost increase from \$389 to \$724.00				
11/29/2012	20121494	PR5,001-10,000	\$105.00	5575 GULF BLVD APT 522
install 8 impact resistant windows size for size FL13040.1 261.1				
12/6/2012	20121516	PR 2,000-5,000	\$40.00	5555 GULF BLVD 406
5 window replacement size for size with impact product FL7058.2				
12/7/2012	20121512	PR5,001-10,000	\$85.00	5575 GULF BLVD 426
install 4 impact windows size for size				

12/7/2012 20121513 PR \$2,000 LES \$15.00 7740 BOCA CIEGA DR 102

install 1 impact windows size for size

12/10/2012 20121538 PR5,001-10,000 \$85.00 9345 BLIND PASS RD

replace 8 windows size for size impact FL5419.1

12/10/2012 20121530 PR10,001-1500 \$130.00 8225 BOCA CIEGA DR

replace all windows

12/12/2012 20121544 PR10,001-1500 \$122.50 200 1ST AVE 201

install 1 window, 1 entry door & 2 sliding glass doors - size for size

12/20/2012 20121567 PR10,001-1500 \$115.00 9425 BLIND PASS RD 1207

3 replacement windows size for size impact & 1 roll down shutter

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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10/5/2012	20121262	PR \$2,000 LES	\$15.00	8191 BOCA CIEGA DR
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Remove and replace 2 windows in the S.E. bedroom with white aluminum serie 210 PGT slider windows with gray tinted, insulated glass

10/8/2012	20121268	PR5,001-10,000	\$85.00	320 S JULIA CIR
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10 window replacement size for size

10/10/2012	20121045	PR10,001-1500	\$22.50	7900 GULF BLVD
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job increase from \$11000 to \$14000 -
difference in plan review cost

R & R 11 windows, size for size, impact. 9/13/12 addition of 5 windows. Job cost increased by \$3000

10/12/2012	20121298	PR10,001-1500	\$137.50	4950 GULF BLVD 702
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install 12 impact windows size for size

10/16/2012	20121316	PR5,001-10,000	\$65.00	445 64TH AVE
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remove & replace 7 windows & 1 sliding glass door & replace with impact

10/25/2012	20121344	PR \$20,000 +	\$207.50	9359 BLIND PASS RD 105
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install 16 windows & 1 sliding glass door. All impact size for size FL13040.1 - 261.1 - 251.2

10/25/2012	20121349	PR 2,000-5,000	\$27.50	6161 GULF WINDS DR 150
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2 impact windows size for size

11/1/2012	20121373	PR5,001-10,000	\$105.00	8001 SAILBOAT KEY BLVD B-
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4 windows & 3 slider doors size for size impact

11/2/2012	20121380	PR 2,000-5,000	\$27.50	5820 BALI WAY
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replace 4 windows (25% rule)

11/6/2012	20121395	PR \$2,000 LES	\$15.00	3682 BELLE VISTA DR E
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Replace 3 awning windows with 3 singlehung windows, same size under 25% rule

11/8/2012	20121405	PR10,001-1500	\$137.50	335 46TH AVE
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REPLACE ALL EXTERIOR WINDOWS & DOORS ON 1ST & 2ND FLOOR

11/8/2012	20121401	PR10,001-1500	\$145.00	500 64TH AVE
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install 10 impact windows size for size

11/13/2012	20121428	PR5,001-10,000	\$75.00	6201 2ND ST E 114
remove old windows - install new impact windows				
11/13/2012	20121424	PR5,001-10,000	\$65.00	6363 GULF WINDS DR 430
installing 7 pgt windows size for size				
11/14/2012	20121447	PR \$2,000 LES	\$15.00	3653 BELLE VISTA DR E
2 window replacement size for size with non impact				
12/20/2012	20121568	PR 2,000-5,000	\$52.50	500 64TH AVE
install 2 non impact sliding glass doors size for size				
12/20/2012	20121570	PR 2,000-5,000	\$40.00	6201 2ND ST E 108
replace 3 size for size windows with impact				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
10/17/2012	20121309	PR 2,000-5,000	\$40.00	89 LIDO DR
replace 5 windows with impact resistant windows				
12/20/2012	20121566	PR5,001-10,000	\$65.00	334 78TH AVE
14 replacement windows size for size to be covered with homeowners plywood				

Total # of Plan Review 127

St Pete Beach Code Enforcement

From 10/1/2012 TO 12/31/2012

13 Total Cases

Printed Monday, January 14, 2013

District 1

Total number of Cases for the time period listed above 5

DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1 DUMPSTER				
1 ACTIVE	10/30/2012	20120092 301 87TH AVE	OAK DOORS CONDO ASSN INC	25/31/15/62372/000/0001
1 MINIMUM HOUSING				
1 ACTIVE	11/19/2012	20120097 601 77TH AVE	KRAUS KAREN C	36/31/15/61524/078/0120
1 MISCELLANEOUS				
1 ACTIVE	10/3/2012	20120087 8920 GULF BLVD	SIMONATIS GINA	25/31/15/78282/108/0060
1 YARDS				
1 ACTIVE	10/19/2012	20120090 8200 BOCA CIEGA DR	DABROSKI MARY K	36/31/15/78066/097/0120
1 ZONING				
1 ACTIVE	11/14/2012	20120096 523 72ND AVE	PARK SHORE INVESTMENTS LLC	36/31/15/77994/046/0090

District 2

Total number of Cases for the time period listed above 2

DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1 MINIMUM HOUSING				
1 CLOSED	10/12/2012	20120088 505 67TH AVE 6	GARVIN MATTHEW	36/31/15/13560/000/0060
1 MISCELLANEOUS				
1 S M	11/30/2012	20120098 820 59TH AVE	DONOVAN KENNETH F	31/31/16/02379/000/0130

District 3

Total number of Cases for the time period listed above 5

DATE CASE # LOCATION OWNER Parcel ID Number

Monday, January 14, 2013

Page 1 of 2

1 MISCELLANEOUS**1** CLOSED

10/30/2012

20120093

574 BELLE POINT DR

SCRICCA ANNAM

07/32/16/07506/004/0040

1 TREES**1** CLOSED

11/8/2012

20120094

3506 GULF BLVD

HANSON J E

07/32/16/21852/005/0040

3 YARDS**2** ACTIVE

10/2/2012

20120086

562 BELLE POINT DR

KELLY GERALDINE F

07/32/16/07506/004/0060

11/8/2012

20120095

250 46TH AVE

BERRY DAVID

06/32/16/65520/000/0170

1 CLOSED

10/19/2012

20120089

245 41ST AVE

GRACI GIUSEPPE

07/32/16/07434/000/0050

District 4

Total number of Cases for the time period listed above 1

1 YARDS**1** CLOSED

10/1/2012

20120085

107 10TH AVE

JONES JOHN B

19/32/16/58932/004/0220

The following is a summary of Fire Department activities for the 1st Quarter of FY2013:

1. Employees worked on monthly Continuing Medical Education (CME) training.
2. Crews worked on the 2012 required Insurance Services Office (ISO) annual structural Fire Fighting and Safety training program.
3. All Shifts were out conducting Tactical Survey Reviews (TSRs) of commercial structures throughout the City.
4. Chief Graves attended the countywide Operations Chief's monthly meetings and the Pinellas County Fire Chief's Association meetings.
5. Lt. Milner attended the countywide Training Chief's meetings representing the department.
6. Lt. Gorham attended the countywide EMS Chief's meetings representing the department.
7. Personnel conducted many business inspections.
8. The Fire Marshal and employees participated in several fireworks displays at various locations in the City.
9. Apparatus committee finalized and ordered the new rescue truck that will replace Rescue 23.
10. Apparatus committee completed the final inspection for the new ladder truck that will replace Truck 23
11. All officers attended the quarterly officer's meeting to discuss departmental related issues and operations.
12. Major construction work on both stations to repair water leaks.
13. This quarter crews responded to:
 1. EMS 412
 2. Fire Alarms 40
 3. Structure Fires 13
 4. Auto Accidents 17
 5. Water Rescue 07
 6. Other Calls 48
 7. Total 537



Public Services Department 1st Quarter Report (October, November & December 2012)

"The Public Services Department oversees the efficient and effective operations of the Public Properties, Utilities and Construction Divisions in order to consistently deliver the highest quality of life and infrastructure to our island community."

ADMINISTRATION

- Prepared for and attended pre, post and City Commission meetings; worked on various agenda reports and followed up as needed.
- Bi-weekly meetings with City Manager, Operations Manager, and Construction Manager to discuss all Department activities and projects.
- Monitored and tracked all major construction projects; worked with Construction Manager to address issues as they arose and ensure successful completion.
- Significant time spent on negotiation and discussion of the solid waste collection schedule with WSI. They have agreed to go back to the old schedule in early February.
- Researched and put contract in place for the Fire Station project; worked with Finance Director on finding the funding. This project is substantially finished and should be completed in the 2nd quarter.
- Monitored and inspected the City Hall window leaks. The windows were caulked during the painting project, but there are still leaks where the glass meets the frame. Project scope is developed and we plan to address this in the 2nd quarter.
- Force Main #2 project took up a lot of time especially when there were traffic backups due to the detour. Answered all calls and emails; let people vent when needed. Repaving of this section of Gulf Blvd will be completed early in the 2nd quarter.
- Worked with Vina Del Mar Island Association President and Operations Manager to go over questions and concerns regarding the Vina Bridge. Once we complete our bridge maintenance project the Association plans to begin beautification efforts by installing new landscaping around the bridge. Bridge RFP is ready to go out in the 2nd quarter.
- Completed the review of the FY 2011 wastewater true-up and had consultant finalize report; payment has been made as required under our agreement.
- Completed analysis of two new crosswalks on Gulf Blvd that FDOT proposed. Made recommendation to City Commission and it was approved. Convinced FDOT to accept our recommendation and the project is moving forward.
- Finished going through the tomes that are the Engineering Services RFQs and Planning & Urban Design Services RFQs. Selection Committee completed interviews in November and the short list of engineers was approved in January.
- Numerous emails, calls and meetings with FDOT on the construction engineering for Blind Pass Road. Once we complete our LAP certification they will be handing over all work products to date and the remaining earmark monies so the City can take over and manage the project from this point on. We expect to complete LAP certification and construction design in the 2nd quarter; construction is planned for this summer.
- Researched the history of reclaimed water and wastewater breaks around the City. Have spreadsheets ready to download into GIS. This will allow us to clearly identify problem areas and plan ways to address them in the future.

- Attended Bayway Bridge construction meetings as needed and followed up on any and all resident questions or concerns about the project; the aerial photographs they are taking to document construction progress are quite impressive.
- Attended National Stormwater Center 2nd Annual Region 4 Stormwater Compliance Conference; obtained Florida Stormwater Association Stormwater Operator 2 certification.
- After evaluating all options we have recommended utilizing one of our contracted engineering firms to host and support our GIS. There is significant savings and benefits to this option. By contracting it out we can do it for considerably less and have the resources of an entire GIS department at our disposal. Switch over should be completed in the 2nd quarter.
- Checked on Holiday decorating throughout December. Once again I think staff went above and beyond to decorate the park and it looked great. We plan to leave the white lights in the trees all year around; it makes this entrance to our City look very warm and inviting. Corey Avenue followed suit by putting up lights on their downtown buildings which ties it all together nicely.

CONSTRUCTION

- Force Main #2: Completed replacement of Force Main #2. Punch list of the pavement revealed that the contractor will have to mill and pave the patched area.
- Seawalls: New vinyl seawall panels, cap, tie rods, and anchors have been installed at McKenney Park and at City Property located between 85th/86th and Boca Ciega Dr. The contractor has landscaping to complete to finish out the punch list.
- Landscaping: Gulf Blvd., Blind Pass Rd., and 75th Ave. landscaping has been completed. FDOT has inspected and approved installations.
- Stormwater Outfalls: 28 stormwater outfalls have been cleaned to date. Marine growth, trash, and debris have been removed. Video reports have been submitted for documentation.
- Continued to work with FEMA on the project list as a result of TS Debby.
- Horan Park: New batteries and one new light head have been installed in the solar bollards.
- Sunset Park: Two stormwater outfalls have been replaced after they were broken during TS Debby. The asphalt parking lot, sidewalk, and seawall have also been repaired.
- 20th Ave. Street End: Concrete curbs, asphalt, and landscaping have been completed.
- Community Center Docks: Woods Consulting has submitted the permit for the dock project.
- Lighting: Lighting design for lighting the new palm trees is 90% complete. A pre-permit submittal meeting will be held with FDOT prior to completing the final design documents and submitting for permits.
- Completed interviews and selection of new engineering consultants.
- Met with Asphalt Contractor regarding green initiatives in asphalt paving processes.
- Met with Genesis Group in regards to landscaping on Blind Pass Rd. roadsides. Preliminary drawings have been received.
- Met with Garland Company, Inc., regarding FY2013 roofing projects. Garland holds the roofing contract under the nationwide US Communities contract. The roofs are currently under design for bidding.
- Subaqueous Pipe: Prior to starting the covering of the pipe, the City needs to relocate one piling and cut and remove a 2nd piling. Pricing is being requested by contractors to remove and relocate the one piling.
- Attended NPDES meeting with FDEP and Pinellas County.
- Reviewed draft of the Stormwater Master Plan update.

- Fire Stations – Sealing, roofing, hose tower work has been completed.
- Met with staff from Baker to discuss GIS issues and operations.
- Met with Pinellas County staff to discuss our SWMP.
- Sidewalk/Curb Unit Cost Bids were received.
- Attended demonstration of new truncated dome product.
- Updated RFPs for bid.
- New NPDES permit has been issued by FDEP. Permit year will run from Jan. 1, 2013 to Dec. 31, 2013. This permit year requires many reporting changes and additional reporting requirements.
- Quote for new utility truck has been received and is under review by staff.
- Working with Pinellas County Utilities to complete potable water installations to the remaining medians on Gulf Blvd. and BPR. Potable water is easily accessible at the roadsides while reclaimed water would take boring in new lines from adjacent side streets. Cost estimates for boring new lines exceed \$50,000. The medians are currently being truck watered by the landscape contractor. The irrigation systems are in place and ready for water connection. Since there is an expense to truck watering, the sooner we can access a permanent water source the better. We have sent Pinellas County the GPM water calculations and location drawings so they can calculate meter size and permit tap and installation.
- Completed numerous ROW Permits.

PUBLIC PROPERTIES DIVISION

- Open position was filled this quarter with a fantastic candidate Tom Via, who has taken over the irrigation responsibilities. He was instantly thrown into the fire with major repairs in Pass-a-Grille Park, Hurley Park, Egan Park and McKenney Park.
- Interns from the Public Works Academy started with the Public Properties crew. They typically work three hours a day 3-5 days per week until they graduate.
- Broken tree removal at Cidlowski Park. Large sea grape fell into the water and needed to be removed with heavy equipment.
- Turfgrass in all parks was sprayed for weeds and also fertilized with a pre-emergent fertilizer.
- Replaced a missing light on the Vina Del Mar Bridge. This light was lost during a strong storm.
- Assisted in special event set up such as Concert in the Park, Christmas decorations, and Corey Avenue Art Show. Each event required different methods of assistance: cones, barricades, Christmas deco, tables and trash cans.
- New turf was installed in Pass-a-Grille Park and Lazarillo Park due to storm damage that caused several large trees to be damaged and removed.
- Assisted and inspected new irrigation installation in the Blind Pass Road and Gulf Blvd medians. Construction Manager asked for staff to make sure installation was correct and as called for on the plans.
- Beach cleaning has continued on a regular basis with our new operator Jimmy Kurant. Jimmy was moved to the beach cleaner position after Danny Smith retired.
- Baseball and softball field maintenance continued with preparing fields for games and general maintenance.
- Crew chief received his playground safety inspection license after taking the class and passing the test. Also received his lawn and ornamental spray license which allows the application of pesticides in the parks.
- Removed all seagrape trees from the wall at Sunset Park. Replanted with Silver buttonwood trees which are less maintenance and much more aesthetic.

- Created “Peg Creed” Park at the old 90th Avenue Street end. This was done by installing a Canary Island Date Palm in the center and incorporating a tree bench around it. A shell path and a Green Buttonwood were also installed.
- Moved furniture from the Police Department to City Hall for the Sheriff's Department.
- Repairs made to all the electrical outlets on the Vina Del Mar Bridge.
- Core drilled holes and installed new scoreboards for the shuffleboard court complex.

UTILITY DIVISION

- 179 wastewater taps located this quarter (Sunshine One-Call).
- Lift Station checks were performed daily, the run times are logged and entered into our computer.
- Several wastewater lines were cleaned and televised throughout the city.
- Cleaned the crossover lines on Gulf Blvd. and also other known areas of the city where heavy grease builds up in the lines.
- All Lift Stations and floats were cleaned.
- Every even month the water meter is brought to the county yard in Largo to be read for billing purposes.
- Two employees and the Crew Chief had their annual review.
- Reviewed the specs for the new Utilities truck we are to receive this year.
- Made repairs to our CCTV camera.
- Force main #2 project was completed.
- Boca Ciega Drive - we installed a new manhole ring and cover just outside the Public Services building.
- Pump Station #2 - a 20HP pump was sent out for repairs and is currently back in service.
- Responded 47 times to various lift stations for an alarm during or after hours.
- Responded to 15 reports of wastewater blockages.
- Put up and removed banners from the Bayway and 75th Ave several times this quarter.
- Removed the asphalt and put down shell in the east alley between 18th & 19th Ave.
- Updated the inventory for the Division.
- Removed an old fuel tank that was discovered buried at the 20th Ave street end.
- Sent out several of our 3HP pumps to be rebuilt.
- Attended the FWPCOA meeting & received a list of several online courses being offered for Utilities professionals.

Master Pump Station

- Both wet wells were cleaned and the grease buildup was removed.
- The odor control unit was serviced.
- All four VFD's the air filters have been cleaned.
- We are still having issues with our pumps and the bubbler system; we are currently operating with two pumps running. One pump is in the process of getting serviced and once that gets back from repairs we will be sending another one out for service. We recommend that we look into purchasing new pumps that will work better with our VFD drives.

Reclaimed Water

- Made several inspections and repairs to reclaim water boxes throughout the city for residents.
- Located and exposed several RCW boxes.
- Installed several reclaimed water hose bib adapters for residents.

- Responded to numerous reports of reclaimed or potable water leaks and took the appropriate action.
- Utilities Division is still doing all the asphalt repairs for the RCW breaks.

Stormwater

- Stormwater grates were cleaned after rain events.
- Dug out 1st & 2nd Ave stormwater lines several times to ease street flooding.
- Pulled back the sand that was coming over the seawall between 1st & 2nd Ave.
- Sprayed for weed control around the stormwater drain grates.
- Several stormwater lines and catch basins were cleaned throughout the city to ease flooding.
- 8401 Boca Ciega Drive - repaired the stormwater catch basin and the apron.
- Site visit at Horan Park, inspection of the CDS structures and stormwater manholes on 75th Ave from Blind Pass Road to the bridge.
- Installed a French Drain on Sunset Way.
- Cleaned all the French Drains throughout the city.
- Contractor completed the cleaning of the Stormwater outfalls.

Recreation Quarterly Report – 1st Quarter
October – December 2012

Programs

- The after school program and Community Center were licensed by the Pinellas County Licensing Board and Health Department for the 2012-13 school year. The program enrolled 48 participants that come from Pasadena Fundamental and Azalea Elementary Schools. (we do have a few that drop off from other schools)
- Completed a utilization contract with Healthways, Inc that allows us to offer programs to SilverSneaker members.
- Starting SilverSneaker programs on December 3, 2012 with 50 members signed up and participating in classes.
- Monday Night Softball this fall had 4 teams
- Wednesday Night Softball this fall had 4 teams
- Both 30 and up and 45 and older basketball programs had 4 teams each this fall
- New fall programs: Gentle Yoga, Zumba, Cheerleading, Hip Hop Dance, Guitar, Piano, PeeWee Sports, Quickstart Tennis, Kids in the Kitchen, You and Me Music Together.
- Instructor led program revenue for 1st quarter was \$7,816. That is up considerably from last year's first quarter of \$2,140.
- Staff led programs revenue for 1st quarter was \$20,664. That has doubled from last year's first quarter which was \$9,641.

Pool

- Halloween Egg Haunt was held on October 13 with 175 participants
- 2 Private Pool Rentals with the Boys Scouts and Therapy Group
- Host Keswick Christian, Boca Ciega High School and West Coast swim team practices and meets.
- Aqua Zumba averages 10 per class
- Water aerobics averages 16 per class
- Held a lifeguard class with 14 students in December 2012.

Marketing

Marketing material is created in house and then is sent by many different avenues. Below is how we get the word out to the community:

- Print – The Gabber, Pinellas Beaches Patch, Tamp Bay Times, Island Reporter, Paradise News, Beach Beacon
- Insert in Tampa Bay Times Sunday September 9, 2012 paper
- Flyers/Brochures – to all area schools, lobbies, city hall, library, local hotels and condos

- Online – website, facebook, twitter, TBO.com, blogs, WhatsdoingTampaBay.com, weddingwire, VisitFlorida and print website pages
- Face to Face – with local hotels, condos, and businesses with the Tampa Bay Beaches Chamber and through events/meeting with the Chamber, networking
- Press Releases

Rentals

- Held 2 bridal showers and 2 birthday parties in the Upham Room.
- Community Center Rentals: 14
- Other rentals:
 - Hosted Belle Vista Community Christmas party
 - Hosted North Beach Association meeting
 - Hosted City Employee Luncheon
 - Hosted a week- long county fire department training
 - Hosted a one-day aquatic conference
 - Hosted 2 police community informational meetings
- Meeting rentals:
 - Weekly rental every Thursday from Beaches Pitch Group
 - Monthly meeting with South Beach Referral Group
 - Bi-monthly meetings with Keller Williams
 - Hosted meeting space for Relay For Life
 - Hosted meeting space for St Pete Beach Classic meetings
 - Hosted meeting space for South West Little League
- Park Rentals: 28
- Warren Webster: 5 (above the regular scheduled meetings and civic group meetings)

Staff

- Jennifer attended and presented at the National Recreation and Parks Association Annual Congress in October in Anaheim, CA
- Suzanne attended the Aquatic Council training in November
- Mandy is enrolled and attends weekly in the Child Development Associate (CDA) certification from PTEC. Class concludes in April. This is needed for our licensed after school program.
- Stephanie DelMonte started as in the Recreation Leader II position on October 22.
- Ty Fraser, Luke Smith, Jennifer McKenney, and Jordan Balzar completed 3 hours of training on Child Discipline and games for their after school program. They also began their 40 hours of required training with the Department of Children and Families.



TO: Mike Bonfield, City Manager

FROM: Rebecca C. Haynes, City Clerk

RE: Quarterly Report (October, November, December 2012)

DATE: February 5, 2013

- ✓ Continued with drafting completion of city-wide Records Management System; Worked with Records Management Consultant and all departments continuing city-wide records management procedures/policies
- ✓ Attended and recorded the following meetings, prepared minutes and downloaded meetings to DVD's and CD's
 - City Commission (8 regular/shade/special meetings)
 - Board of Adjustment (2)
 - Code Enforcement (4)
 - Historic Preservation Board (3)
 - Library Advisory Committee (2)
 - Pension Boards (4)
 - Planning Board (3)
 - Recreation Advisory Committee (1)
- ✓ Attended the following meetings with City Manager and/or City Staff
 - Bi-weekly meetings (5)
 - City Clerk staff meetings (3)
 - Pre- and Post-Agenda meetings (8)
 - Your Turn meetings (1)
- ✓ Administered Presidential Election on November 11, 2012 in conjunction with Pinellas County Supervisor of Elections Division; prepared election materials and coordinated qualification period for 2013 Municipal Election in Districts 2 and 4, which was later cancelled
- ✓ Attended Florida Association of City Clerks' Fall Academy & Pinellas County Clerk meetings
- ✓ Reviewed additional applications for Records Clerk position and drafted questions for candidates; reorganized staff workload and schedules due to employee extended absence/leave period
- ✓ Updated Channel 615 information
- ✓ Conducted bid opening for Sidewalk & Curb Replacement
- ✓ Assisted with parking permit telephone calls and walk-in customer service
- ✓ Processed public records requests, campaign treasurer reports, legal ads, notary public documents