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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, April 23, 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. Proclamation Recognizing May 5 through May 11, 2013 as 'Municipal Clerks Week'**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Approval of the minutes of the Regular Meeting of April 9, 2013.**

- b. Authorize the City Manager to enter into a purchasing agreement for \$29,665.20 per year with USA Services of Florida, Inc. for citywide street sweeping services.**
- c. Authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico for the July 4, 2013 fireworks show in the amount of \$21,000.**
- d. Authorize the City Manager to accept quotes from Playmore Recreational Products & Services in the amount of \$25,237.03 to replace playground equipment and surface at Belle Vista #2 Playground.**
- e. Authorize the City Manager to accept a proposal from Ennead LLC in the amount of \$11,000 for updating the FY 2013-14 Stormwater Non-Ad Valorem (NAV) Assessment Roll.**
- f. Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$211,000 to provide engineering services for the rehabilitation of wastewater pump station #2.**

5. Action Items

- a. Authorize the City Manager to enter into an agreement with SPB Classic, LLC to provide sponsorship in an amount not to exceed \$12,000 for law enforcement and other services related to managing the race course for the 2014 Walgreen's St. Pete Beach Classic.**

6. Ordinances

- a. Ordinance 2013-14, Final Reading and Public Hearing, Correcting an omission and re-adopting Division 26 of the Land Development Code.**
- b. Ordinance 2013-12, First Reading and Public Hearing, amendment of Article II, of Chapter 42 St. Pete Beach Code related to Alarm Systems.**

7. Resolutions

- a. Resolution 2013-05, Approving an ad-valorem tax exemption for 104 7th Avenue and recommending that the Pinellas County Board of County Commissioners approve the exemption.**
- b. Resolution 2013-06 requesting the Pinellas County Board of Commissioners proceed with funding the installation of permanent rock structures on Upham Beach in the fall of 2013.**

8. Items for Discussion – none for this agenda

9. City Manager, City Attorney and City Commission Reports **a. Department Quarterly Reports – online 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.



PROCLAMATION

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world and is the oldest among public servants, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education, seminars, workshops and the annual meetings of their state and professional organizations, and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Steve McFarlin, Mayor of St. Pete Beach, do hereby recognize the week of May 5 through May 11, 2013 as:

MUNICIPAL CLERKS WEEK

And further extend appreciation to our Municipal Clerk and her staff for the vital services they perform and the exemplary dedication to the community they represent.

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 23rd day of April, 2013.

Mayor Steve McFarlin

CITY COMMISSION MEETING

MINUTES

April 9, 2013

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Lorraine Huhn, Vice Mayor
Jim Parent, Commissioner
Marvin Shavlan, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Rebecca C. Haynes, City Clerk
Elaine Edmunds, Administrative Services Director
George Kinney, Community Development Director
Dan O'Connor, Administrative Services Supervisor

1. Changes to the Agenda

Commissioner Parent requested to add a discussion about parking spaces under Items for Discussion.

2. Presentations

Peter Schatzel from the firm of Wells, Houser & Schatzel presented the 2012 audit report noting that the City of St. Pete Beach is in favorable condition.

3. Audience Comments

Paul Cuticchia, Silver Sands Beach and Racquet Club resident, thanked Mayor McFarlin and Commissioner Parent for attending a condo/home-owner association meeting to speak with the residents.

Bill Pyle, President of Silver Sands Beach and Racquet Club Building #2, rebuked comments made by residents at the homeowners' association meeting.

Pat Anderson, Silver Sands Beach and Racquet Club resident, spoke in support of the Mayor and Commissioner's attendance at their condominium association meeting.

4. Consent

a. Approval of minutes of the Regular Meeting of March 26, 2013.

b. Ratify the City Manager decision to pay Mader Electric Motors \$20,221.96 to make emergency pump repairs at the wastewater Master Pump Station.

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

Commissioner Shavlan moved to approve the Consent Agenda, Items (a) and (b). The motion was seconded by Commissioner Parent and unanimously approved by an individual roll call vote.

5. Action Items

a. Request from Paradise Sweets LLC to consider a five year extension option of the existing Pass-A-Grille and Upham Beach concession stand lease agreements.

City Manager Bonfield explained the five-year lease is up for renewal by the end of May. Changes from the original lease include the sale of beer and wine, and the addition of the patio. The current rent is approximately \$10,000 per month plus a percentage of patio rentals and beer/wine sales.

Discussions were held regarding the amplified music, patrons walking off the property with beer and wine, inadequate bathrooms and general maintenance.

Modifications to the lease include: patio use allowed on Friday, Saturday, Sunday and holidays; all services close one-half hour after sunset; no amplified music; monthly lease payment of 3% or CPI, whichever is greater; signage prohibiting alcohol on the beach; bathroom renovation to acceptable standards.

Commissioner Pletcher moved to approve Item 5(a), the request by Paradise Sweets LLC for a five-year extension of their lease to be granted and the City Manager notify the lessee of the City's decision, as per the terms of the existing lease, subject to the conditions listed. The motion was seconded by Commissioner Shavlan and unanimously approved by an individual roll call vote.

6. Ordinances

a. Ordinance 2013-14, First Reading and Public Hearing, Correcting an omission and re-adopting Division 26 of the Land Development Code.

Community Development Director George Kinney explained the proposed ordinance will allow for signage provisions in the Community Redevelopment District – Eighth Avenue.

Commissioner Parent moved to approve Item 6(a), Ordinance 2013-14, an ordinance of the City of St. Pete Beach, Pinellas County, Florida correcting an omission and re-adopting Division 26 of the Land Development Code; 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.

7. Resolutions

a. Resolution 2013-04, declaring support for military family and community covenant day on April 17, 2013.

Vice Mayor Huhn noted the proposed resolution is from the Tampa Bay Regional Planning Council.

Vice Mayor Huhn moved to approve Item 7(a), Resolution 2013-04, a resolution of the City of St. Pete Beach, Pinellas County, Florida, declaring support for military family and community covenant day on April 17, 2013. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

8. Items for Discussion

a. Discussion of Parking Spaces

Commissioner Parent noted he received a request to eliminate parking on 70th Avenue.

Mr. Bonfield responded that City Staff will look at the area and return with a recommendation.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported on the 'Salute to the Military' celebration on April 12 and April 13 in Pass-a-Grille. The commemoration will include a parade, pancake breakfast, street fair and fishing tournament. Proceeds will benefit many charities including Homes for Heroes. He noted that Pass-a-Grille Way and Gulf Way south of 17th Avenue will be closed from 5:45 p.m. to 7:00 p.m. on Friday evening.

Mr. Bonfield reported that Pinellas County will be conducting a major reclaimed water project on either April 19 or April 26 (date to be determined) which will shut down water for at least 48 hours in the southern portion of the County. He then reviewed the upcoming agenda items.

Commissioner Pletcher thanked her fellow Commissioners for their due diligence in considering the Paradise Grille lease renewal. Ms. Pletcher reiterated the 'Salute to the Military' festivities that will take place over the upcoming weekend.

Commissioner Shavlan requested Deputy Mancusi attend an upcoming Commission Meeting to provide an update on the first 90 days of law enforcement services provided by the Pinellas County Sheriff's Office. Mr. Shavlan reported that Belle Vista Civic Association meeting will be held Thursday at 6:00 p.m. at the Warren Webster Community Center, and the Lido Neighborhood Association is holding their annual picnic scheduled for Saturday at 11:30 a.m. to 1:30 p.m.

City Manager Bonfield responded that he will arrange for Deputy Mancusi to attend an upcoming meeting.

Commissioner Parent reported that the county-wide Disaster Preparedness Summit will take place at the next Big C meeting and discussed their "Take Stock in Children" program. Mr. Parent echoed his support for the military recognition event this weekend.

Commissioner Huhn encouraged everyone to shop Corey Avenue, noted the Sunday Fresh Market will run through the end of May, stated that Verducci's is opening a new deli store on Blind Pass Road near 79th Avenue and that Jason Kingsley is now the head chef at Chill Restaurant. Ms. Huhn then noted the reclaimed water restrictions in place through the end of June.

Mayor McFarlin reported that he will co-sponsor a presentation for Eckerd College students this Monday. He then appealed to residents and home/condo associations to contact him and/or Commissioners should they have any concerns or questions about happenings in the City.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:33 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

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

Issue Considered: Authorize the City Manager to enter into a purchasing agreement for \$29,665.20 per year with USA Services of Florida, Inc. for citywide street sweeping services.

Date: April 23, 2013

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The American Public Works Association (APWA) Manual places a high level of importance on street cleaning activities. *"Street sweeping services is one of the most visible of all government activities. Consciously and unconsciously, residents allow their opinions of the effectiveness of the street cleaning program to influence their feelings towards their communities and local government. Street cleaning is an essential element in a stormwater management program. The various components of street cleaning (litter control and disposal) have common goals; quality of service, pollution reduction and environmental compliance."*

Since April of 2009, USA Services of Florida has been performing street sweeping services throughout our City. Our original contract, piggy-backed off of Pinellas County contract 078-0382-B (SS) and has expired.

USA Services of Florida has provided satisfactory, low cost service to the City of St. Pete Beach, Pinellas County, and numerous other cities in our area. We wish to continue the contract for street sweeping services with USA Services of Florida under Sarasota County Contract #2012-428.

This extends USA Services of Florida's contract to April 23, 2016. The Level of Service (LOS) will remain the same as prior years, which is all public streets and parking lots swept once per month. Funding is budgeted and available within the Stormwater Fund to cover this expenditure.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement for \$29,665.20 per year with USA Services of Florida, Inc. for citywide street sweeping services."

Attachments: Purchasing Agreement

**Reviewed by
City Manager:**

_____ MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
USA Services

THIS AGREEMENT is hereby executed this 23 day of April, 2013, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and USA Services (hereinafter "VENDOR"), as follows:

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

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

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

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

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.
2. Vendor shall deliver the goods, or provide the services, described herein no later than April 23, 2016.
3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$29,665.20, as full consideration for the goods or services provided hereunder.
5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
6. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

7. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for damages caused loss to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Contract. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

13. Any notices provided hereunder shall be sent to the parties at the following addresses

and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

USA Services
PO Box 520580
Longwood, FL 32752

As to City:

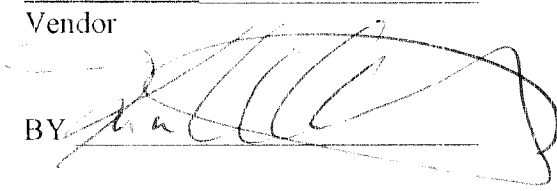
City Manager
City of St. Pete Beach, Florida
155 Corey Avenue
St. Pete Beach, Florida 33706

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

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

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

USA Services
Vendor

BY 

K. A. Whitmore
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

MIKE DAVIS
CITY ATTORNEY

CITY CLERK

12/13/12

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

Issue Considered: Authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico for the July 4, 2013 fireworks show in the amount of \$21,000.

Date: 04/23/2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City budgeted \$21,000 for July 4th fireworks this year. We have used Pyrotecnico in the past, they are well established, and have significant experience.

Since we decided against budgeting for a barge this year, we will be shooting from Upham Beach. Pyrotecnico has shot from this location before with success and know our specific policies and procedures.

Fire Marshal has reviewed the contract and proposal and is satisfied. We have also met with the Sheriff Office to discuss the needed police presence for the event.

All of the City Attorney comments have been incorporated into the contract.

Requested Motion: "I move to authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico for the July 4, 2013 fireworks show in the amount of \$21,000."

Attachments: Fireworks Display Contract
Fireworks Presentation

**Reviewed by
City Manager:** MB



Headquarters

P.O. Box 149
New Castle, PA 16103

OFFICE
724. 652. 9555
800. 854. 4705

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EMAIL
info@pyrotecnico.com
WEB
www.pyrotecnico.com

U.S. Locations

Atlanta, GA	877. 924. 0102
Las Vegas, NV	800. 956. 7976
Montgomery, AL	800. 255. 1199
New Orleans, LA	800. 783. 2513
Tampa, FL	888. 352. 7976

Fireworks Display Contract

THIS CONTRACT (this "Contract") is made this ____ day of _____, 2013 by and between **Pyrotecnico, a Pennsylvania Corporation ("Pyrotecnico")**, and **The City of St. Pete Beach ("Sponsor")**, with its principal place of business located in **St. Pete Beach, Florida**.

WHEREAS, Pyrotecnico is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. Fireworks Display.

Pyrotecnico shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico agrees to exhibit and display on

DATE: 7.4.13 /Rain Date: (Please fill in Rain Date)

(Note: Rain dates not available on July 2-4, 2012 – If planning a Rain Date during July 4th week, please consult with your Show Producer before submitting) in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico the contract price of **\$21,000.00 (Does not include permit, fire watch, and sheriff security fees)** (the "Contract Price") paid as follows: **a. 50% of the Contract Price due upon the signing of this Contract b. the balance of the Contract Price due within ten (10) days of completion of Fireworks Display.**

Sponsor agrees to pay interest in accordance with the Florida Prompt Payment Act on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event a party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for the other party to enforce its rights by hiring an attorney or third party, the Party at fault shall be responsible for all fees and costs incurred by the prevailing Party to collect said sums.

3. Display Responsibilities.

Pyrotecnico and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals") Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show, (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, (vi) removing and keeping unauthorized persons, as well as, personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Pyrotecnico as the Display Site, fallout area or safe zone. Pyrotecnico and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

4. Crediting.

Sponsor agrees to credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsors authority.

5. Indemnification and Limitation of Liability.

Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Sponsor may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.



Pyrotecnico shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the negligence or misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.

6. Postponement.

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. If the parties agree to a new scheduled date, then Sponsor shall pay twenty five percent (25%) of the contract price for expenses Pyrotecnico has incurred related to such rescheduling. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five percent (75%) of the Contract Price as liquidated damages.

7. Cancellation.

If (i) Sponsor cancels this Contract for any reason, or (ii) Pyrotecnico is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event that the Fireworks Display is cancelled less than 30 days before the date scheduled for the Fireworks Display, seventy-five percent (75%) of the amount of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Pyrotecnico, P.O. Box 149, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico. Except as provided in Section 6 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, sponsor shall pay to Pyrotecnico 25% of contract price as liquidated damages.

8. Scripted Show and Music Soundtracks

Sponsor agrees to complete and return signed contract to Pyrotecnico, a minimum of 40 days in advance of show date, for displays designated as "scripted" exhibitions. Furthermore, sponsor agrees to either provide music soundtrack or approve soundtrack created by Pyrotecnico, a minimum of 30 days in advance of show date. If sponsor fails to complete either option, then Pyrotecnico in its sole discretion, reserves the right to complete soundtrack without prior approval from sponsor. Scripting process will be completed based on the soundtrack completed by Pyrotecnico.

9. Venue.

This Contract shall be interpreted, construed, enforced, and governed by the laws of the State of Florida and the parties agree that jurisdiction for any state action shall lie solely in the Sixth Judicial Circuit Court in and for Pinellas County and for any federal action shall solely in the District Court for the Middle District of Florida, Tampa Division.

10. Legal Construction.

If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein. Pyrotecnico reserves the right to substitute products of equal or greater value.

11. Entire Agreement.

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The terms of this Contract shall not be modified, amended, or rescinded except by mutual written agreement, signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.



PYROTECNICO:

By: _____

Title: _____

Standard fireworks contract (v2: Jan 2013)

City of St. Pete Beach

By: _____

Title: _____

ATTEST: _____

CITY CLERK



PYROTECNICO™

V I T A L E F A M I L Y F I R E W O R K S * 1 8 8 9

P.O. Box 149 • New Castle, PA • 16103 • Phone: 800.854.4705 • Fax: 724.652.1288

City of St. Pete Beach
St. Pete Beach, Florida
July 4th, 2013



Thank you,

Thank you for requesting more information about Pyrotecnico. This is a great opportunity for our company to showcase our energy and creativity on such a grand stage. It's what gets us up in the morning. We are truly excited about putting on a spectacular production for you.

We have included some information about our company. We are America's largest fireworks display company. Four generations have built Pyrotecnico into the success story that it is today. Our success is based on our drive to create both the safest and most spectacular shows possible. We hope that we'll have the opportunity to do so for your special event.

We are at your service.





Susan Renneisen
Seminold HardRock Hotel and Casino
susan.renneisen@seminolehardrock.com
954.797.5525

Debbie Bylica
City of Fort Lauderdale 4th of July
dbylica@fortlauderdale.gov
954.396.3622

Toni Bridges
City of Hollywood 4th of July
Tbridges@hollywoodfl.org
954.921.3404

Jim O'Reilly
City of Gulfport 4th of July
joreilly@ci.gulfport.fl.us
727.893.1066

Karen Thurman
Key West Rotary Club 4th of July
mrktkeys@aol.com
305.293.1818

Troy Manthy
Channelside 4th of July and NYE
troym@yachtstarship.com
813.471.1531

Tammy Rogers
City of Tavares Dragon Boat Festival
Trogers@tavares.org
352.742.6338

Joe Cooper
City of Safety Harbor 4th of July
jcooper@cityofsafetyharbor.com
727.724.1572

Dorie Grogan
Miami Dolphins
Dgrogan@dolphins.com
305.943.6769

Larry Blocker
Miami Marlins
Lblocker@marlins.com
305.626.7495

Mike Bauer
Jupiter Hammerheads/Roger Dean Stadium
m.bauer@rogerdeanstadium.com
561.630.1840

Peter Dunklee
Busch Gardens Williamsburg
peter.dunklee@buschgardens.com
757.253.3305

A Proposal For: City of St. Pete Beach 4th of July Celebration

St. Pete Beach, Florida

Event Date

July 4th, 2013

Prepared for

Mr. Steven Hallock
Public Services Director

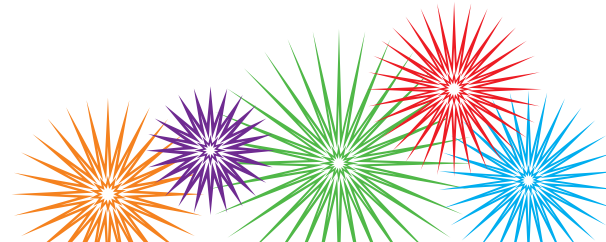
To Provide

\$21,000.00 Aerial Display Presentation Total



Contract Terms

To Be Discussed.



PYROTECNICOTM
VITALE FAMILY FIREWORKS * 1889

PROPOSAL

This Presentation Includes

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products



Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

30 3-inch Assorted Color Changing Star Shells and Titanium Salute Shells
6 4-inch Assorted Color Changing Star Shells
5 5-inch Assorted Color Changing Star Shells

41 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

168 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

160 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight.

328 Total Body Shells





Special Effect Barrages and Candles

Special Effect Barrages will enhance your display in ways you haven't seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.

14 36 Shot Assorted Angled Barrages

504 Total Barrage Shots

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

300 3-inch Assorted Color Star Shells
150 3-inch Titanium Salutes
24 4-inch Assorted Color Star Shells
15 5-inch Assorted Color Star Shells

489 Total Finale Shells





Thank you!

Should you have any questions please feel free to contact us 24/7!

Thank you for the opportunity and we look forward to dazzling your audience!

A handwritten signature in blue ink that reads 'Chris Liberatore'.

Christopher Liberatore
Show Producer
954.657.8403 (office)
954.401.2677 (cell)
ciberatore@pyrotecnico.com



For more information, please scan this QR code and you will be directed to a video about Pyrotecnico.

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

Issue Considered: Authorize the City Manager to accept quotes from Playmore Recreational Products & Services in the amount of \$25,237.03 to replace playground equipment and surface at Belle Vista #2 Playground.

Date: 04/23/2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City budgeted \$25,000 to replace playground equipment at Hurley Park. However during the January playground inspections our Certified Playground Safety Inspector reported that the Belle Vista #2 Playground is in much worse condition. He recommends we consider closing or removing this playground if the equipment and surface are not replaced. As a result we plan to address this playground first and propose improvements to the Hurley Park Playground in FY 2014.

The City will be piggybacking on the Palm Beach County Contract #10072 for this playground and surface expenditure. Funding is available in the FY 2013 CIP budget with the understanding the Hurley Park Playground will not be addressed until early next fiscal year if the funding is approved.

Requested Motion: "I move to authorize the City Manager to accept quotes from Playmore Recreational Products & Services in the amount of \$25,237.03 to replace playground equipment and surface at Belle Vista #2 Playground."

Attachments: Belle Vista #2 Playground Safety Inspection
Playmore Recreational Products & Services

**Reviewed by
City Manager:** MB

Playground Inspection Report

January 2, 2013

John Kretzer, Certified Playground Safety Inspector

Upon inspection of this playground the following deficiencies were noted:

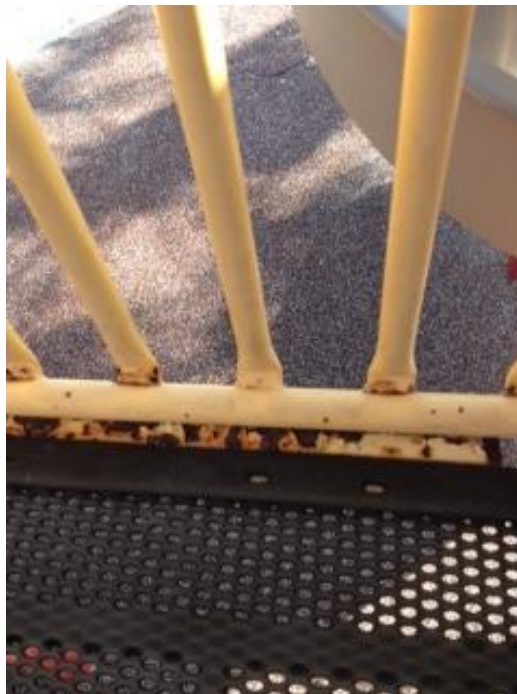
- 1) Clamps that hold the play deck onto the posts are cracked and in a bad state of corrosion. Currently there are 12 clamps that are broken.



- 2) Stair entrance to the structure is badly rusted, the safety surface has failed and sharp protruding rusted steel is exposed to legs and hands.



- 3) Pipewall handrail has all but failed, note the picture the support that holds the bottom of the handrail has rusted through. Extremely sharp edges, and the possibility of failure.



- 4) The transition plates that fill the space in between the varying levels of the structure have been severely compromised with rust; they are showing sharp edges that can be touched with fingers or legs.



- 5) Slide support posts on two of the three slides have been compromised.



- 6) Deck safety surface is degrading in several places. Sharp rusty edges make this an unsafe condition.



- 7) Swing hardware is missing, chain is hanging on bolts instead of on pivot bearings. Chains and "S" hooks are worn and need replacement. Rust needs to be addressed.



- 8) Safety surface has completely failed, see pictures.



Safety surfacing will also have to be replaced, as the pictures show it has completely failed and is unsafe.

As per ASTM standard F2373-11.9.1.1 outdoor supervised settings shall be fenced and gated. Fence is in need of repair and there are no gates present at this location.

Low Frequency Site Plan Playground Inspection Form

Site Name / ID Number: Belle Vista #2

Inspector Name: John Kretzer Date: _____ Start/Finish Times: _____

Repairer Name: _____ Date: _____ Start/Finish Times: _____

Use the following codes: 1= Okay 2=Needs Maintenance 3= Request for Repair

0 = Supervisor notified and work order generated X = Corrective Action Complete

Area	#	Play Component	Code	Problem (if any)	Action Taken
		Double Slide	2/3	Slide supports rusted away/ not attached to concrete base	
		Spiral Slide	2/3	Slide support rusted away	
S/Side		Pipe wall Handrail	2/3	Welds rusted through	
E/Side		Pipe wall Handrail	2/3	welds rusted through	
		Transition Platform	2/3	exposed rust / Cut Hazard / Safety Surface missing	
		Platform Clamps	2/3	14 Broken Clamps	
		Transition Barriers	2/3	Severe Rust Cut Hazard	
		Toddler Swing	2/3	Incorrect Hanging Hardware / not safe	
				Severe rust at Pivot Points	
		Safety Surface	2/3	large holes / trip Hazard	
		Belt Swings	2/3	Pivots need greased / Pivots badly worn need replaced	
Playground surfacing material & drainage <u>Surface severely damaged</u>					
Playground border/edger (if applicable)					

Direction:

1. List each piece of playground equipment in the "Play Components" column.
2. As each component is inspected, indicate the appropriate codes in the Code column.
3. Describe the nature of any maintenance or follow-up repairs.
4. File each inspection report with the permanent records of the specific park.

Work Order Numbers (list all that apply): _____

Supervisor Title: _____ Signature: _____ Date: _____

Department Head: _____ Signature: _____ Date: _____

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

03/19/13

Job Number: 6941

Phase: Playground

Revision:

Client: City of St. Pete Beach
155 Corey Ave.
St. Pete Beach FL 33706-1839

Job: Belle Vista #2 Playground
7581 Boca Ciega Drive
St. Pete Beach FL 33706-1839

Contact: John Kretzer

Phone: 727-224-4182

Fax:

Email: j.kretzer@stpetebeach.org

Sales Rep: Eric Feingold

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
ZZXX0069S	Activo - Zelo (Surface Mount)	1	\$11,849.00	\$11,849.00
ZZXX0175	5-12 Years Old Risk Management Sign	1	\$655.00	\$655.00
Discount	Palm Beach County Contract #10072	-1	\$625.20	-\$625.20
Discount	Courtesy Discount	-1	\$625.20	-\$625.20
Subtotal:				\$11,253.60
2 Freight				
Freight	Playworld Freight	1	\$768.00	\$768.00
Subtotal:				\$768.00
Grand Totals:				\$12,021.60

Notes: INSTALLATION OF PLAYWORLD EQUIPMENT BY OTHERS
REMOVAL OF EXISTING PIP AND EXISTING EQUIPMENT BY OTHERS

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Job Number: 6941

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Revision:

Client: City of St. Pete Beach
155 Corey Ave.
St. Pete Beach FL 33706-1839

Job: Belle Vista #2 Playground
7581 Boca Ciega Drive
St. Pete Beach FL 33706-1839

General Terms:

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC. Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- * Add 5% to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- * Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Installation Terms:

Standard Services Include:

- * Shipping Notification/Receiving Instructions
- * Pre-Installation On-Site Meeting
- * Underground Utility Check (Sunshine State One Call)
- * Accept Delivery and Unload Equipment (If site is ready)
- * Moving New Equipment to Job Site
- * Layout of Equipment
- * Installation of Equipment and Materials Per Manufacturer's Instructions
- * Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- * Post-Installation Walk Through
- * Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- * Trash Disposal - Dumpsters or Off Site Disposal.
- * Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer wants Installers to Unload.
- * Provide Area for Storage and Staging.
- * Secure Site and Equipment.
- * Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- * Removal of Existing Equipment.
- * Site Preparation and Grading, Drainage Systems, etc.
- * Engineered Drawings for Purchased Equipment.
- * Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

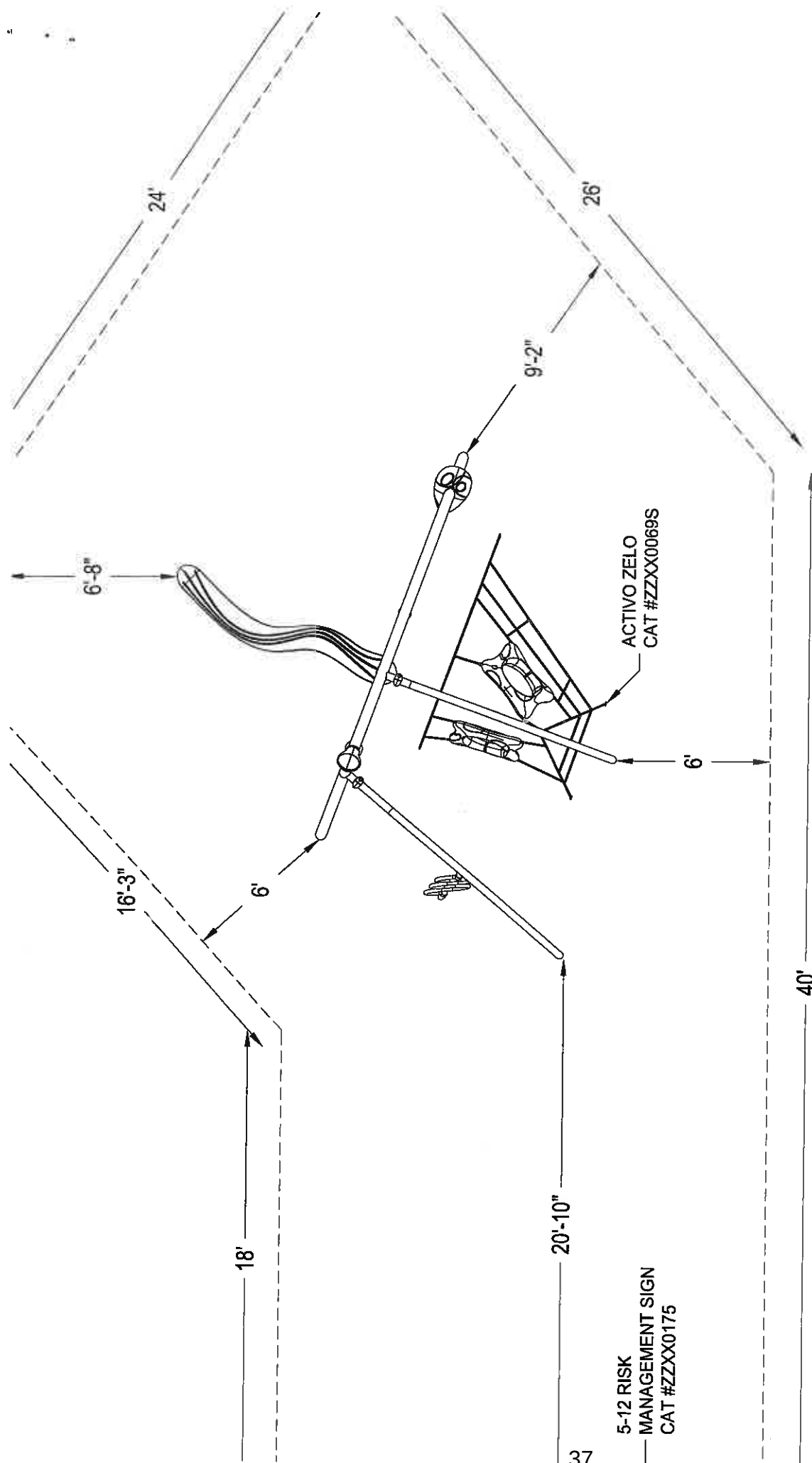
Other Notes:

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc, will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature _____ Date _____ P.O. # _____



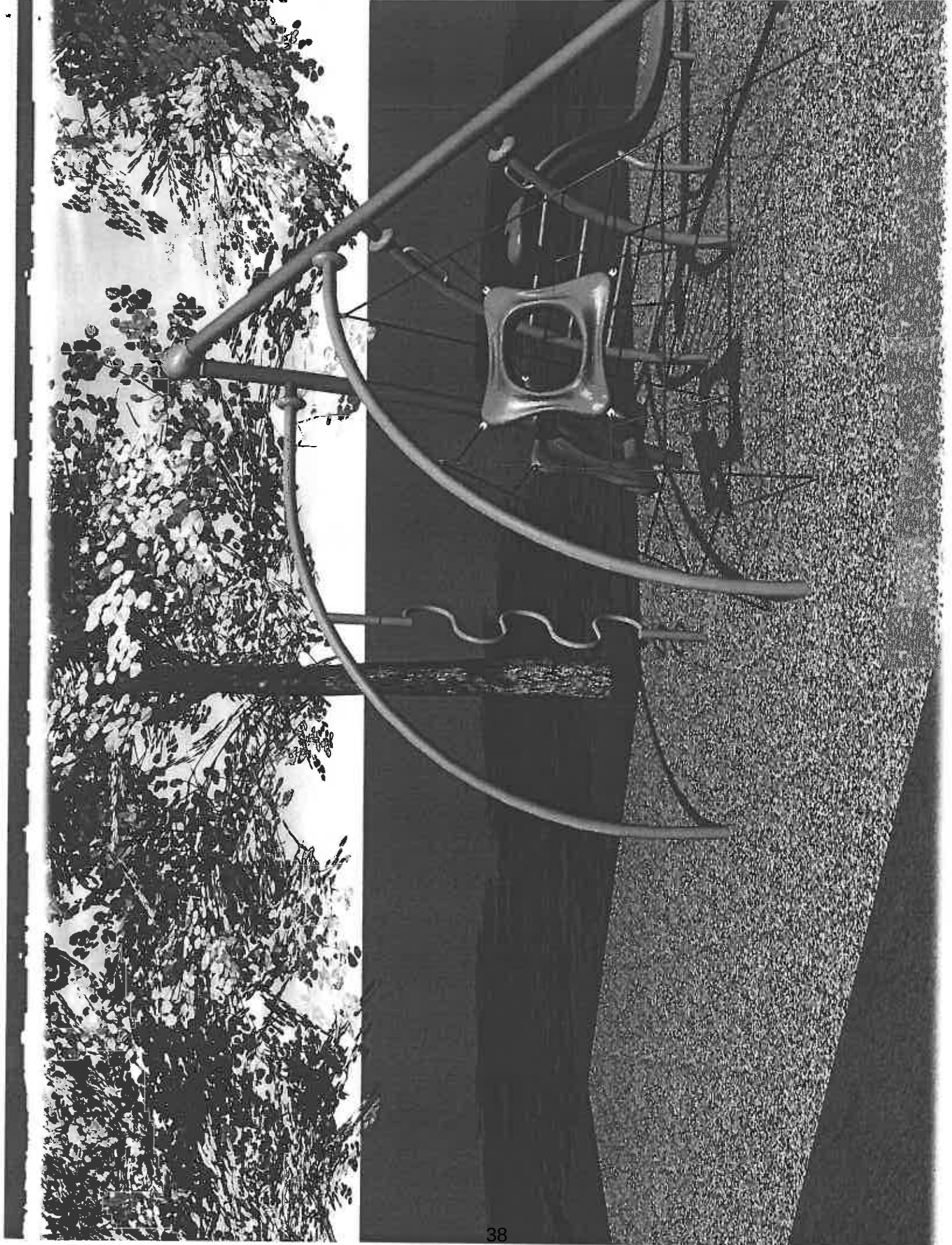
*Playgr

PROJECT NO:	Bella Vista 2
SYSTEM:	ACTIVE
SITE PL	

60' X 30'
1235 SqFt
6 Ft.

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Playworld™ is a brand of Playworld Systems, Inc.

PLAYWORLD SYSTEMS, INC.



PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

04/09/13

Job Number: 6941

Phase: Surfacing

Revision: A

Client: City of St. Pete Beach
155 Corey Ave.
St. Pete Beach FL 33706-1839

Job: Belle Vista #2 Playground
7581 Boca Ciega Drive
St. Pete Beach FL 33706-1839

Contact: John Kretzer

Phone: 727-224-4182

Fax:

Email: j.kretzer@stpetebeach.org

Sales Rep: Eric Feingold

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
3 Installation & Services				
Child Safe	Provide & Install 1235 SF of Pour in Place Rubber Surfacing, per SF, 2.5" thick for up to a 7' CFH 50% Black/ 50% Color	1235	\$12.47	\$15,400.45
Discount	Palm Beach County Contract #10072	-1	\$770.02	-\$770.02
Discount	Courtesy Discount	-1	\$1,415.00	-\$1,415.00
			Subtotal:	\$13,215.43
			Grand Totals:	\$13,215.43

Notes: INSTALLATION OF PLAYWORLD EQUIPMENT BY OTHERS
REMOVAL OF EXISTING PIP AND EXISTING EQUIPMENT BY OTHERS

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04-09-2013

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Acceptance Signature _____ Date _____ P.O. # _____

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

Issue Considered: Authorize the City Manager to accept a proposal from Ennead LLC in the amount of \$11,000 for updating the FY 2013-14 Stormwater Non-Ad Valorem (NAV) Assessment Roll.

Date: April 23, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Each year the City must prepare a stormwater assessment roll. The assessment roll is sent to the property appraiser/tax collector for inclusion of the stormwater assessment on the November property tax bill.

Staff does not recommend making any changes to the fixed or variable fees this year. The stormwater annual assessment resolution will be presented to City Commission later this year. No public hearing will be required because the stormwater assessment will remain the same as the prior year.

Funding is available within the Stormwater Fund to cover this expense. Per the City's Purchasing Manual all purchases exceeding \$10,000 but less than \$25,000 must be approved by the City Commission and placed on the consent agenda.

Requested Motion: "I move to authorize the City Manager to accept a proposal from Ennead LLC in the amount of \$11,000 for updating the FY 2013-14 Stormwater Non-Ad Valorem (NAV) Assessment Roll."

Attachments: Ennead LLC proposal

City Manager Reviewed: MB

April 3, 2013

This letter is provided using eMail.

Steve Hallock
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Reference: A Proposal to Provide Sub-Consulting Services Associated with the
Update of the FY2013-2014 Stormwater NAV Assessment, including the
“Fixed Fee” and “Impervious-Based” Assessment Components

Dear Mr. Hallock:

Ennead LLC (“Ennead”) is pleased to propose consulting services to assist the City in the update of the FY2013-2014 Stormwater Non-ad Valorem (“NAV”) Assessments.

Attached to this letter you will find the following attachments:

- A - Scope of Services;
- B - Hourly Rates; and
- C - Work Order Agreement for your execution.

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the City based on their adopted legal documents and requirements of 197.3632 Florida Statute. The primary source of data is the Property Appraiser’s data files. Other adjustments to the billing files, such as mitigation credits or other adjustments will be based on information provided by City staff.

All work products and deliverables will support City policies, procedures and adopted rate resolutions. All calculations will be based on the existing “Fixed Fee” (per ERU) rate and the “Variable Fee” (Impervious-based rate) as previously adopted by the City. Any changes to the fee basis that are contemplated by the City should be documented in writing to Ennead no later than June 10, 2013. Each tax parcel assessment will be modified to reflect mitigation credits or other adjustments as provided by the City or City’s Engineer by June 30, 2013.

Deliverables will include the timely submittal of the TRIM Notice File and a Certifiable Assessment Roll. The Preliminary Roll will be made available on the public-facing website found at: <http://quicksearch.ennead-data.com/spb> . The site would be available approximately 24 hours after the adoption of the 2013-2014 Preliminary Roll. In addition, an electronic copy of the roll will be furnished to the City. The City may link to this URL from any location on the City’s website. The site would display the two assessment tier values and the total assessment amount, shown in the same format as provided on the 2012-2013 quicksearch site.

Ennead staff will participate in phone conferences as may be required to reconcile data updates prior to the development of the Preliminary Roll (for use on the TRIM Notice) and subsequent development of a “Certifiable” NAV Assessment Roll.



ENNEAD LLC

In general, Ennead, like most small businesses, has been forced to increase hourly rates to cover corporate tax increases and inflationary adjustments resulting from the current policies of the Federal government. In St. Pete Beach, however, we have been awarded contracts with the City for consecutive years. To show our appreciation, we will provide the services provided in 2011-2012 for a fee of \$11,000. This fee is based on update procedures similar to what have been used in previous assessment periods as they would be applied to the values use in the 2011-2012 Stormwater NAV Assessment Program and includes the posting of assessment values to the public-facing website. Unfortunately, next year, when the full cost of Obamacare and other federal programs are known, Ennead's rates will increase for even our best clients.

For 2013-2014, I do recommend, however, that you consider an additional task that would add \$1,000 - \$2,000 to the proposed pricing. In past assessment years, we developed base impervious area data using the sum of "Living Area" and "Extra Feature" square footage. While this number is fairly accurate, some of the "Living Area" values are not representative of base area as they are based on "Effective" square footage that has been factored by an additional value used by the Property Appraiser to develop the parcel's total improvement value.

In a March study of the Pinellas County Property Appraiser files, I discovered a more accurate measure of site impervious. While it is data intensive and time consuming, it would result in a more accurate measure of total site impervious. The additional work would include the use of 38 sub-area categories and 45 extra feature categories to improve the accuracy of the impervious square footage used to calculate the fee for impervious-related charges. While I cannot guarantee whether these more accurate values would increase revenue, it would add veracity to the data used to calculate the Tier2 Assessments, providing additional insurance against a legal challenge.

Because I acquired the necessary file from Pinellas County in March 2013, I would be able to use that file to update parcel impervious for an additional fee of \$1,000. The values used for property valuation are maintained by the Pinellas County Property Appraiser and are updated on a weekly or even daily basis. To take advantage of all changes made in their database through June 1, 2013, the same task could be accomplished using data acquired after June 1, 2013 for an additional fee of \$2,000. If you would like to discuss the base fee or additional services, please do not hesitate to call me at 727 642-7605.

If this proposal for base or additional services is acceptable, please sign and return a copy to Ennead's business office. Thank you for this opportunity.

Best Regards,

ENNEAD LLC, Camilla Augustine, Owner



ENNEAD LLC

ATTACHMENT A - SCOPE OF SERVICES

Task 1 Project Management

Ennead staff will participate in on-site meetings, workshops, phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend a Kick-off Meeting or phone conference, as necessary, with City representative(s) or staff;
- 1.02 Adopt a Critical Events Calendar for Implementation of the FY 2013-2014 Stormwater Non-ad Valorem Assessment using the Uniform Method of Collection;
- 1.03 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services;
- 1.04 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database;
- 1.05 Provide collegial support to attorneys assigned to this project; and
- 1.06 Submit periodic status reports from June 1 to September 15.

Task 2 Update of assessment records –

The annual update of tax parcel records in a Master Assessment File (using MSAccess) will be based on the 2012-2013 Stormwater NAV Rolls and similar data acquired from the Pinellas County Property Appraiser's office. Data fields to be updated will include assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2013-2014 rolls, one based on the Tier1 "fixed fee" and one based on the Tier2 "impervious-based" component. Each sub-task includes file "cleaning" and identification of data anomalies that may be found. These issues will be reconciled with the assistance of the City and documented in writing. These rolls would be based on existing impervious square footage calculations.

Subtasks include the:

- 2.01 Acquisition of the June 1, 2013 data files from Pinellas County Property Appraiser;
- 2.02 Comparison of 2013 Property Appraiser data with values in the 2012 Certified Assessment Roll through the creation of new exception reports;
- 2.03 Review changes in land use, deleted parcels, new parcels, parcel splits/joins, and changes in tax authority coding, review annexations that have occurred since previous roll;
- 2.04 Apply changes mitigation credit based on input provided by City staff or the City's Engineer;
- 2.05 Verification of exemption types, rate basis, ERU value, exemption status and active/inactive status, such as identification of tax parcels that are "not-buildable", such as boat slips, condo garage units, boat storage spaces, storage spaces, submerged land, Right of Way parcels, etc.; documentation of commercial condo units, as may be applicable;



ENNEAD LLC

- 2.06 Application of changes in lot size, impervious area based on “Living Area” available on the Property Appraiser’s files and “imperviousness” factors that result in a change in assessment values;
- 2.07 Preparation and timely delivery of the TRIM Notice File;
- 2.08 Delivery of Preliminary Roll to the City Clerk; posting of Preliminary Assessment values to Ennead’s URL: <http://quicksearch.ennead-data.com/spb>
- 2.09 Identify Pro Forma revenue to be collected from each assessment component;
- 2.10 Identify cost of assessments associated with exempted parcels; and
- 2.11 Preparation of a “Certifiable” Roll no later than September 15, 2013.

Total Lump Sum Fee is \$11,000.

Payment of Invoices

Invoices for work performed will be submitted to the City periodically on a percent complete basis periodically. Invoices are due upon receipt.

Optional (Additional) Work

Option 1: Update to impervious values based on “Sub-Area” and “Extra Feature” values found in March 2013 Pinellas County Property Appraiser’s downloads- *Not to Exceed* \$1,000

Option 2: Update to impervious values based on “Sub-Area” and “Extra Feature” values found in June 1, 2013 Pinellas Co. Property Appraiser’s downloads- *Not to Exceed* \$2,000

No mailing tasks are anticipated. Any changes to the work order that are requested by the City and agreed to by Ennead LLC will be billed at the hourly rates shown in Attachment B.

ATTACHMENT B

Stormwater Utility Consulting Services

ENNEAD LLC Direct Labor Rates for Repeat Government Clients

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$130.00
Senior Programmer/Analyst	\$145.00
Technical Support, GIS Digitizing, Analyst	\$50.00

(*) Direct labor hourly rates effective through December 31, 2013; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

ATTACHMENT C

**Work Order Agreement between the
CITY OF ST. PETE BEACH and ENNEAD LLC**

**Assessment Services for the Annual Update and Enhancement of the Stormwater NAV
Assessment Program for FY 2013-2014**

The *Base Agreement* is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). The Lump Sum Fee of \$11,000 includes the Base Agreement and execution of Tasks 1.01 – 1.06 and Tasks 2.1 – 2.11.

Please initial one of the following fees, indicating approval.

Base Agreement Only: Total Fee: \$11,000 _____

Addition of Option 1: Total Fee for *Base Agreement* and Option 1: Not to Exceed \$12,000 _____

Addition of Option 2: Total Fee for *Base Agreement* and Option 2: Not to Exceed \$13,000 _____

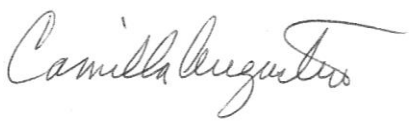
Again we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC
Tallahassee, Florida**

ST. PETE BEACH


_____ 4-3-2013

Camilla A. Augustine, Owner

Date

Title _____ Date _____

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

Issue Considered: Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$211,000 to provide engineering services for the rehabilitation of wastewater pump station #2.

Date: April 23, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Lift Station #2 is located at the corner of Gulf Blvd (SR 699) and 55th Ave. Based on the condition assessment this station is the highest priority due to its old age, poor condition, and the fact it is part of the “backbone” of the wastewater collection system. The force main pipe replacement from this station was moved up in the CIP to last year after we had three (3) breaks requiring expensive emergency repairs.

Kimley-Horn and Associates, Inc. is an approved engineering firm under a continuing engineering contract with the City. Staff has confidence in their ability to perform the engineering services for this project based on our interview with them, reference checks, and a review of similar projects they have completed.

Funding is budgeted and available within the Wastewater Fund CIP this year to pay for this expenditure. Construction is expected to begin in FY 2014 with an estimated construction cost of \$1.8M.

Requested Motion: “I move to authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$211,000 to provide engineering services for the rehabilitation of wastewater pump station #2.”

Attachments: Kimley-Horn and Associates, Inc. Proposal

**Reviewed by
City Manager:**

MB

INDIVIDUAL PROJECT ORDER NUMBER 2
March 13, 2013

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 8, 2013, which is incorporated herein by reference.

Identification of Project:**Pump Station No. 2 Rehabilitation****General Category of Services:**

Under this IPO, the Engineer will provide general engineering services for the rehabilitation of Pump Station No. 2. The station is located at the northeast corner of Gulf Blvd. and 55th Ave. and pumps into the newly constructed force main #2. Force main #2 discharges in to the existing 24" VCP gravity sewer at manhole MH-504, which has a maximum capacity of 2300 gallons per minute. The work to be included will be as follows:

1. Evaluate the contributing service area to ensure the station has adequate capacity, selection of new pumps;
2. Design of new lift station wet wells; provide for new pumps, piping, valves, and pre-fabricated controls building. The pump station will be designed with a maximum discharge rate not to exceed the capacity of the 24" VCP gravity sewer system which is assumed to have a minimum slope of 0.06%.
3. Design Electrical controls to accommodate VFD controls that will monitor the wetwell level and not exceed the maximum flow rate the gravity sewer. Under abnormally high flow rates multiple pumps may be engaged.
4. It is the intent of this project to replace the existing pump station in place and provide continuous service during through construction.

Specific Scope of Services:**Task 1 – Site Visit/Preliminary Design**

This task shall include the following:

- 1.1 One site visit to obtain readily accessible pump station and site information, observe existing pump station operation and electrical configuration, as well as electrical service information.
- 1.2 KHA will review the equipment and operating data as it relates to the new force main route, and develop a system model to use for pump selection. The evaluation will focus on pump performance, pump mechanical integrity, control system operation, and system pressure. The existing control system will be evaluated in terms of present operational problems, redundancy, Class 1 Division 2 compliance, and provisions for a tie-in to the Citywide SCADA system.
- 1.3 KHA will identify and analyze requirements of governmental authorities having jurisdiction to approve/permit the rehabilitation project. KHA will obtain permit applications and compile a schedule of permit fees for the City.

- 1.4 KHA will attend one (1) meeting with the City to discuss the preliminary design approach prior to final design and provide an initial opinion of probable cost.

Task 2 – Final Design/Permit Applications

This task shall include the following:

- 2.1 KHA will provide the design of the proposed pump station modifications on 11 x 17 plan sheets in accordance with the preliminary design approach and review comments from the City. Plan sheets with details will be provided for pump station equipment rehabilitation, control modifications, emergency power system, and connections to the existing system.
- 2.2 KHA's Electrical sub-consultant will provide the following services:
 - a) Design for the new electrical service to be required for the pump station.
 - b) Design of the new emergency power system, including new generator and transfer switch.
 - c) Design of a new electrical system, including new Variable Frequency Drives (VFD's) for each pump.
 - d) Design for a new control system for the pump station.
 - e) Design for lighting, common use receptacles, HVAC power, etc. in new control building.
 - f) Design of all instrumentation, including a new flow meter.
 - g) Specifications for the electrical, control and instrumentation systems.
 - h) Provide for the reuse of the station's existing telemetry system currently utilized at the pump station.
- 2.3 KHA will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents that will contain the City's Standard bid documents.
- 2.4 KHA will prepare and submit documents and design data for permit applications required by the permitting agencies. KHA will address up to two requests for information from the permitting agencies. All permit fees shall be paid by the City.
- 2.5 KHA will provide an updated opinion of probable construction cost for the proposed project based on the final design.
- 2.6 KHA will attend two (2) meetings with the City during the design process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 KHA will attend a pre-bid meeting at the City of St. Pete Beach offices to describe the project and answer questions from prospective bidders. KHA will prepare meeting minutes from this meeting and send out via email to those in attendance.
- 3.2 KHA will assemble and transmit addendum to the City for distribution.

Task 4 – Construction Observation Services

KHA estimates an 8 month construction period with a 12 week construction time and will provide professional construction observation services as specifically stated below:

- 4.1 Pre-Construction Conference. KHA will attend a Pre-Construction Conference prior to commencement of Work at the Site. KHA will provide the City with digital copies of the project documents along with copies of the appropriate permits, notices and documents. Visits to Site and Observation of Construction. KHA will provide limited on-site construction observation services during the construction phase. We have estimated an 8 hour a week effort for a Project Engineer and 8 hours/week for Project Manager/Engineer. Additional site visits will be made by the Engineer during critical construction activities and at intervals of at least once every week. Such visits and observations by KHA are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such visits and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep Client informed of the progress of the Work.
- 4.2 The purpose of KHA's site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform to the Contract Documents. KHA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 4.3 Recommendations with Respect to Defective Work. KHA will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KHA believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 4.4 Clarifications and Interpretations. KHA will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- 4.5 Shop Drawings and Samples. KHA will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- 4.6 Substitutes and “or-equal.” Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 4.7 Inspections and Tests. KHA may require special inspections or tests of Contractor’s work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant’s area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. KHA shall be entitled to rely on the results of such tests and the facts being certified.
- 4.8 Disagreements between Client and Contractor. KHA will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor’s work. In rendering such decisions, KHA shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 4.9 Substantial Completion. KHA will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete; Consultant will notify Client and Contractor.
- 4.10 Final Notice of Acceptability of the Work. KHA will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant’s knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- 4.11 Record Drawings and Project Documentation. KHA will compile construction records provided by the contractor during construction, shop drawings, and KHA records.
- 4.12 Limitation of Responsibilities. KHA shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

FEE AND BILLING

KHA will accomplish the services outlined in Task 1-4 for the lump sum budget of \$211,000.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (KHA) dated, dated January 8, 2013.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Preliminary Design	\$29,500.00
Task 2 – Final Design/Permitting	\$115,000.00
Task 3 – Bidding Services	5,500.00
Task 4 – Construction Observation Services	<u>\$61,000.00</u>

LUMP SUM \$211,000.00

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

Method of Compensation:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

Other Special Terms of Individual Project Order:

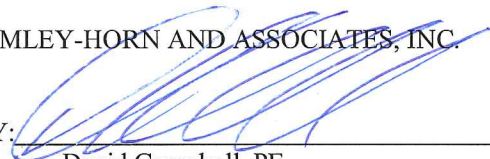
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
David Campbell, PE

TITLE: _____

TITLE: Principal

DATE: _____

DATE: 4/12/13

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

Issue Considered: Authorize the City Manager to enter into an agreement with SPB Classic, LLC to provide sponsorship in an amount not to exceed \$12,000 for law enforcement and other services related to managing the race course for the 2014 Walgreen's St. Pete Beach Classic.

Date: April 23, 2013

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

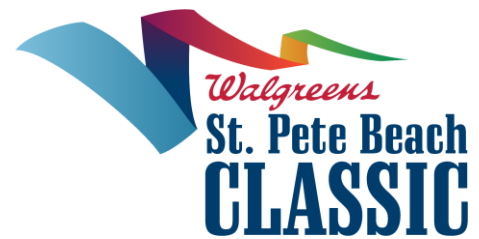
Summary of Issue: For the past two years, the City of St. Pete Beach has assumed primary responsibility for funding and managing the St. Pete Beach Classic. Motion Sports Management (MSM) has been contracted to serve as Race Director and provide considerable oversight of the racer; however, the City has assumed all financial responsibility. Staff is recommending we return to the arrangement used for the first seven years of the event, with this being an MSM event and the City serving in a support role. The proposed arrangement is for the City to pay for law enforcement services and course management in an amount not exceed \$12,000. The City will either pay the vendors directly for those services or reimburse SPB Classic, LLC upon receipt of paid receipt.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with SPB Classic, LLC to provide sponsorship in an amount not to exceed \$12,000 for law enforcement and other services related to managing the race course for the 2014 Walgreen's St. Pete Beach Classic.

Attachments: 2014 Sponsorship Agreement



get well, live well, stay well



WALGREENS ST. PETE BEACH CLASSIC EVENT

January 17-19, 2014

Sponsor Agreement

Thank you for sponsoring the WALGREENS ST. PETE BEACH CLASSIC EVENT (Event). Please complete all sections below in full, including official signature and date at the bottom of page two.

CONTACT INFORMATION:

Charity/Sponsor	The City of St. Pete Beach, Florida		
Contact Name	Mike Bonfield	Title	City Manager
Mailing Address	155 Corey Avenue, St. Pete Beach, FL 33706		
Phone	727-363-9231	E-mail	citymanager@stpetebeach.org

SPB CLASSIC RESPONSIBILITIES:

SPB Classic will provide/perform the following:

- Identify the Event as the “Walgreens St. Pete Beach Classic”
- CITY logo on WSPBC website including a hyperlink to CITY website
- CITY logo or name on select print advertising
- CITY logo on email blasts and name or logo on select printed event materials
- CITY logo on all race and volunteer shirts (approx. 2,500)
- Insert promotional item in race bags (CITY to provide inserts)
- Two (2) CITY banners displayed at the event (CITY to provide banners)
- Verbal recognition at the Event Venue and Awards Ceremonies
- Twelve (12) Complementary Race Entries up to a total value of \$360

SPONSOR RESPONSIBILITIES:

CITY will provide/perform the following:

- Payment of police services, cone/barricade placement and other services related to traffic control of the race course(s) not to exceed \$12,000
- Use of the City’s Operations Yard for receipt and storage of water, traffic barricades, etc. around the time of the Event
- Pre-staging of traffic control equipment by Operations staff during normal working hours in the days prior to the event
- Approval of application for DOT permit
- Use of the Boca Ciega Room at the Community Center, Sunday the weekend after the Event (1/26/2014)
- CITY advertising insert for the race bags (~2,500)
- CITY banners for the event venue (qty: 2)
- Provide additional waste collection/recycling containers at the Sirata Beach Resort during race weekend (as was done in 2013)

DURATION:

This agreement applies to the 2014 event. Extension for 2015 will be discussed following the 2014 event and, if extended by mutual agreement of the parties, annually thereafter.

PAYMENT METHOD:

In order to secure sponsorship, please complete and return this signed agreement and email your current logo to **Alan Johnson** no later than 5/1/2013.

Invoice Needed?: N/A ☐ Yes ☐ No

Total Cash Amount \$: ☐ Check Enclosed Check No. _____

Total Value In-Kind Sponsorship \$: 12,000

Make checks payable (if applicable) to: **SPB Classic, LLC**

Return agreement and payment to:

Walgreens St. Pete Beach Classic
Sponsorship
PO Box 66143, St. Pete Beach, FL 33736
Phone: (727) 363-8880
E-mail: alanj@runmsm.com

Terms and Conditions

1. Please see above section of this document for a detailed list of the benefits that accompany the sponsorship.
2. Sponsorships are accepted on a first-come, first-served basis. Except for exclusive sponsorships, SPB Classic cannot guarantee that competitors won't be co-sponsors.
3. All payments are nonrefundable. If any payments are not received by SPB Classic by the dates specified in this contract, SPB Classic reserves the right to terminate its obligations under this contract and offer these sponsorship opportunities to other parties.
4. SPB Classic reserves the right to determine the suitability of all material submitted for publication or distribution and to reject material that does not meet its editorial or digital criteria.
5. Neither party shall be liable for failure to perform its obligations under this agreement if the SPB Classic is cancelled or interrupted due to events beyond its reasonable control, including, but not limited to, strikes, terrorism, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.
6. The provisions of Sponsorship Benefits and these terms and conditions represent the entire agreement between the sponsor and SPB Classic and there are no other agreements, understandings, representations, or warranties. Any modification of the agreement must be agreed to in writing by the sponsor and SPB Classic.
7. This agreement cannot be assigned or otherwise transferred by a sponsor, unless permission is granted in writing by SPB Classic. The rights of SPB Classic under this agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of SPB Classic.
8. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Florida without regard to choice of law rules. Any action brought by the sponsor to enforce the terms of the contract may be brought only in a court having a jurisdiction within the state of Florida and the sponsor hereby expressly consents to the jurisdiction of any such court. SPB Classic may, however, elect to enforce its rights in any proper jurisdiction. SPB Classic shall be entitled to recover the costs, including reasonable attorneys' fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder.

Signed: _____ Company Name: City of St. Pete Beach

Date: _____

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

Issue Considered: Final Reading and Public Hearing of Ordinance 2013-14

Date: April 23, 2013

Prepared By: George Kinney, AICP

Summary of Issue: City of St. Pete Beach Ordinance 2011-42 was adopted on January 24, 2012 and inadvertently omitted signage provisions as they relate to the Community Redevelopment District – Eight Avenue (CRD-EA) zoning district. In addition, the City’s contract Code Publisher (MuniCode) has not yet reflected all the changes made by Ordinance 2011-42. Accordingly, this Ordinance is brought to reinstate the CRD-EA language and to readopt and affirm the entire Division as presented.

Requested Motion: “I move to approve Ordinance 2013-14 (read title)”

Attachments: Ordinance 2013-14 and Exhibit.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2013-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA CORRECTING AN OMMISSION AND RE-ADOPTING DIVISION 26 OF THE LAND DEVELOPMENT CODE; 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 recently adopted amendments to Division 26 of the Land Development Code as provided for in Ordinances 2011-42 and 2012-16; and

WHEREAS, Ordinance 2011-42 and 2012-16 inadvertently omitted applicable regulations for the Community Redevelopment District – Eight Avenue District; and

WHEREAS, the amendments made by Ordinance 2011-42 have not been reflected in the Municode Library, which is the City’s contractual legal publisher; and

WHEREAS, the City finds a need to readopt the entire sign code for the purpose of affirming the changes made by Ordinance 2011-42; and

WHEREAS, the City’s Planning Board, acting as the City’s local planning agency, has reviewed this ordinance amending and re-adopting Division 26 of the Land Development Code; and

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

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

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

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

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

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

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

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

STEVE MCFARLIN, MAYOR

LPA PUBLIC HEARING:

PUBLISHED:

FIRST READING:

PUBLISHED:

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

Sec. 26.1. - Purpose, intent and scope.

Sec. 26.2. - Definitions.

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

Sec. 26.4. - Prohibited signs.

Sec. 26.5. - Nonconforming signs.

Sec. 26.6. - Exemptions.

Sec. 26.7. - Building permits.

Sec. 26.8. - Shielding of illumination.

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

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

Sec. 26.11. - Sign permit required.

Sec. 26.12. - Application.

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Sec. 26.41. – Severability.

Sec. 26.1. - Purpose, intent and scope.

It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this division are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. In order to preserve and enhance the city as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the city is a highly contributive means by which to achieve this desired end. These sign regulations have been prepared with the intent of enhancing the visual environment of the city and promoting its continued well-being, and are intended to:

- (a) Encourage the effective use of signs as a means of communications in the city;
- (b) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (c) Improve pedestrian and traffic safety;
- (d) Minimize the possible adverse affect of signs on nearby public and private property;
- (e) Foster the integration of signage with architectural and landscape designs;
- (f) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
- (g) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (h) Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;
- (i) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
- (j) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains;
- (k) Categorize signs based upon the function that they serve and tailor the regulation of signs based upon their function;
- (l) Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- (m) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;

- (n) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (o) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the city;
- (p) Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- (q) Protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (r) Protect property values by ensuring that sign-types, as well as the number of signs, are in harmony with buildings, neighborhoods, and conforming signs in the area;
- (s) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that complements the natural surroundings in recognition of this city's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its resort community, as well as for its commercial properties; and
- (t) Enable the fair and consistent enforcement of these sign regulations.

Sec. 26.2. - Definitions.

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

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

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

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

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

Artwork means a two- or three-dimensional representation of a creative idea that is expressed in a form and manner as to provide aesthetic enjoyment for the viewer rather than to specifically convey the name

of the business or a commercial message about the products or services offered on the property upon which the artwork is displayed.

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

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

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

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

Building frontage See frontage, building.

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

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

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

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

Copy means the linguistic or graphic content of a sign.

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

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

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

Eave mean the lowest horizontal line of a sloping roof.

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

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

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

Facade means the entire building front.

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

Flagpole means a pole on which to raise a flag.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lot. See definition of Parcel.

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

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

Marquee sign means any sign attached to a marquee.

Menu display sign means a fully enclosed or otherwise protected from the elements sign structure, including but not limited to a box, shadow box or cabinet, attached to a wall or freestanding, which is used solely for the purpose of displaying restaurant menus. A menu display may be used for a restaurant without drive-through service and for transient lodging facilities which have restaurant facilities open to the general public in addition to the registered guests. Menu display sign structures shall be limited to one per establishment, having a maximum surface area of not more than 12 square feet, and the zoning districts in which they are permitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Safety sign. See Warning sign.

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

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

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

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

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

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

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

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

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

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

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

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

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

Traffic control device sign means any sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give

notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).

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

Visibility triangle. See Sight visibility triangle.

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

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

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

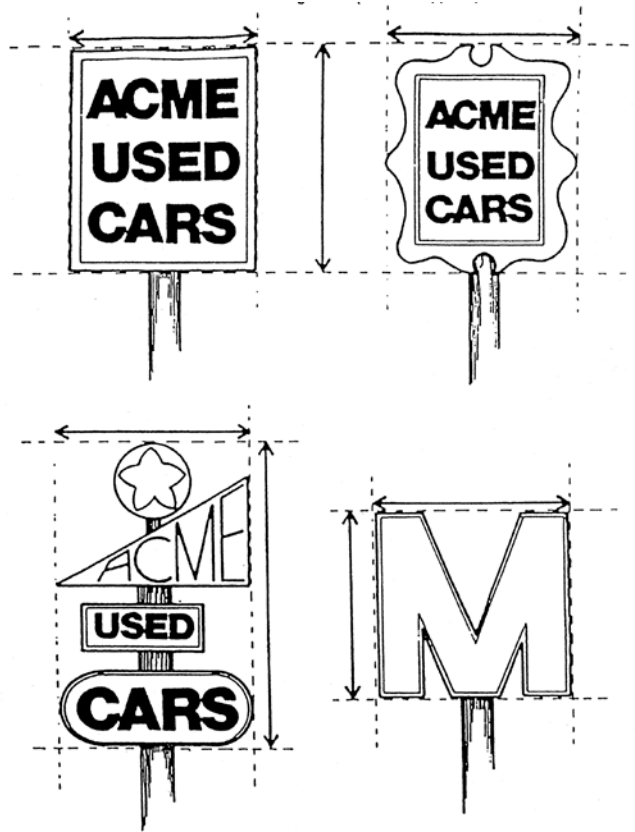
Window sign means any sign painted on or mounted in any fashion on the interior or exterior of the surface of a window.

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

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

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

How to Measure Sign Area



Sec. 26.4. - Prohibited signs.

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

- (a) Billboards; off-site signs.
- (b) Revolving signs; rotating signs.
- (c) Flashing or animated signs.
- (d) Banners, except those used to advertise special events, approved with a special event permit. The banner may not be placed on the property in which the event is to take place more than 21 days prior to the special event.
- (e) Wind signs.
- (f) Portable signs, other than sandwich board signs as allowed within certain zoning districts pursuant to this division.
- (g) Roof signs, other than integral roof signs in non-residential zoning districts.
- (h) Abandoned and discontinued signs.
- (i) Snipe signs.
- (j) Bus bench advertising signs; bus shelter advertising signs.
- (k) Signs that emit sound, vapor, smoke, odor, particles or gaseous matter.
- (l) Signs that have unshielded illuminating devices.

- (m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
- (n) Any attached sign that exceeds 100 square feet in area.
- (o) Any freestanding sign that is higher than 35 feet.
- (p) Any freestanding sign that exceeds 135 square feet in sign area.
- (q) Any sign within a sight visibility triangle that obstructs a clear view of pedestrian or vehicular traffic.
- (r) Any sign in the public right-of-way, other than traffic control device signs, bus stop informational signs, warning signs or safety signs.
- (s) Any sign attached to a seawall or pier, other than a warning sign or safety sign.
- (t) Any sign other than a traffic control device sign that uses the word "stop" or "danger," or presents or implies the need or requirement of stopping or the existence of danger, or which is a copy or limitation of official traffic control device signs, and which is adjacent to the right-of-way of any road, street, or highway.
- (u) Any sign nailed, fastened or affixed to any tree.
- (v) Any sign prohibited by state or federal law.
- (w) Vehicle signs.
- (x) Any sign located on real property without the permission of the property owner.
- (y) Beacons, except as required by federal or state law.

Sec. 26.5. - Nonconforming signs.

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

Sec. 26.6. - Exemptions.

This division does not pertain to the following:

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

Sec. 26.7. - Building permits.

It shall be unlawful for any person or business or the person in charge of the business to erect, construct, alter or maintain an outdoor advertising display sign, as defined in the Florida Building Code, without first obtaining a building permit from the city in accordance with the provisions of the Florida Building

Code and applicable law. Permit fees shall be paid in accordance with the applicable city fee schedules. The requirement of a building permit under the Florida Building Code is separate and independent of the requirement for a sign permit under this division.

Sec. 26.8. - Shielding of illumination.

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

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

Notwithstanding anything contained in this division or Code to the contrary, any sign erected pursuant to the provisions of this division or Code may, at the option of the owner, contain a non-commercial message unrelated to the business located on the premises where the sign is erected. The non-commercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this division and Code have been satisfied.

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

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

Sec. 26.11. - Sign permit required.

- (a) Allowed temporary and allowed permanent signs of the type described in [section 26.25](#) shall be exempt from sign permitting hereunder.
- (b) No sign permit shall be issued for the erection of a prohibited sign.
- (c) Unless exempt from permitting, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from and appropriate fee paid to the city.
- (d) A sign lawfully erected under permit may be repainted or have ordinary and customary repairs performed, including replacement of plastic or glass panels, without a new sign permit; however, if such sign is to be structurally altered or repaired in any manner, a new sign permit shall be required and the altered or repaired sign must meet all requirements of this division and this Code. Non-conforming signs that have been substantially damaged, deteriorated beyond 50 percent of the value of the sign, or destroyed shall not be issued a permit for repairs and shall be removed.

Sec. 26.12. - Application.

- (a) A sign permit application for a permanent sign shall be made upon a form provided by the city. The sign permit application is in addition to any building permit application required by the Florida Building Code. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by Division 5 of the Land Development Code. The applicant shall furnish the following information on or with the sign permit application form:
- (1) The legal description of the real property where the sign is proposed to be located.
 - (2) The zoning district for the real property on which the sign will be located.
 - (3) The name, mailing address and telephone number (where available) of the owner(s) of the real property where the sign is proposed to be located.
 - (4) A notarized statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.
 - (5) The name, mailing address and telephone number of the sign contractor.
 - (6) Type of proposed sign (e.g. attached wall sign, freestanding monument sign).
 - (7) The square footage of the surface area of the proposed sign.
 - (8) The setbacks for the proposed sign.
 - (9) The cost of the proposed sign.
 - (10) If the proposed sign is a freestanding sign:
 - a. The lot frontage on all adjacent street rights-of-way.
 - b. The dimensions of the supporting structure.
 - c. The height of the proposed sign.
 - (11) If the proposed sign is an attached sign, the building frontage for the building to which the attached sign shall be affixed.
 - (12) The number, type, location, and surface area for all existing signs on the same lot and/or building on which the sign will be located.
 - (13) If the proposed sign is to be an illuminated sign, the type, placement, intensity and hours of operation.
- (b) An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law.

Sec. 26.13. - Fees.

- (a) Initial application fees. Every person making an initial application for a sign permit shall pay fees to the city at the time of approval of the application. The fees shall be established by resolution of the city commission and shall be as stated in appendix A to this Code.

Sec. 26.14. – Maintenance of Signs.

- (a) Maintenance of Signs.

- (1) All visible portions of a sign and its supporting structure shall be maintained in a safe condition, and neat appearance according to the following:
 - a. If the sign is lighted, all lights shall be maintained in working order and functioning in a safe manner.
 - b. If the sign is painted, the painted surface shall be kept in good condition.
 - c. Every sign shall be kept in such manner as to constitute a complete or whole sign.
- (2) Nonconforming signs may suffer only ordinary and customary repairs and maintenance. As provided in [section 26.11](#), a lawfully-erected non-conforming sign shall not be structurally altered except in full conformance with this division. Nonconforming signs that are considered abandoned pursuant to this division shall be demolished or removed.

Sec. 26.15. - Appeals.

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

Sec. 26.16. - Enforcing official.

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

Sec. 26.17. - Failure to comply.

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

Sec. 26.18. - Violations and penalties.

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

- (b) It shall be a violation to:
- (1) Install, create, erect or maintain any sign in a way that is inconsistent with any approved plan or permit governing such sign or the site on which the sign is located.
 - (2) Install, create, erect or maintain any sign requiring a permit without having first obtained such permit.
 - (3) Fail to remove any sign that is installed, created, erected or maintained in violation of this division or for which the sign permit has lapsed.
 - (4) Install, erect, place, or maintain any sign contrary to the provisions of this division, including any sign or sign structure not allowed within the applicable zoning district.
 - (5) Continue any such violation.
- (c) Each sign installed, created, erected or maintained in violation of this division shall be considered a separate violation, and each day of a continued violation shall be considered a separate violation.
- (d) Any violation of this division or any condition or requirement adopted pursuant to this division may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to law. The remedies of the city shall include but not be limited to the following:
- (1) Issuing a stop work order for any and all work on any signs on the same site.
 - (2) Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the violation.
 - (3) For a sign which poses an immediate danger to the public health or safety, taking such measures as are available to the city under the applicable provisions of this division for such circumstances.
- (e) A person in violation of this division shall be subject to prosecution and, upon conviction, shall be punished as set forth in section 1-14 of Chapter 1, St. Pete Beach Code of Ordinances.

Sec. 26.19. - Adoption of zoning regulations.

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

Sec. 26.20. - Freestanding signs.

- (a) Freestanding signs shall not be permitted within any required side yard adjacent to property in an RU-1, RU-2, RLM-1 or RLM-2 district or within a required front yard established for protection of a right-of-way corridor.
- (b) Freestanding signs shall not be located within any visibility triangle established for the intersections of public streets or the intersections of driveways providing ingress and egress from a property to a public street.

Sec. 26.21. - Setback measurement.

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

Sec. 26.22. - Double-faced signs.

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

Sec. 26.23. – Illuminated and electronic message board signs.

The following conditions and restrictions shall apply to illuminated signs:

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

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

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

Internally illuminated signs or portions of a sign that are internally illuminated, shall not be larger than 50 square feet in area.

Electronic message board signs or portions of a sign that are electronic message boards, shall not be larger than 32 square feet in area.

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

No intermittent or flashing illumination will be permitted.

Sec. 26.24. - Time and temperature signs.

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

Sec. 26.25. - All districts.

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

- (a) *Street address signs.* For each parcel within the city, one street address sign may be displayed for each public street or waterfront. For parcels in residential use, the street address sign shall not exceed two square feet in sign area. For each parcel in non-residential use, the street address sign shall not exceed six square feet in sign area.
- (b) *Nameplate signs or occupant identification signs.* For each residence, business or other occupancy within the city, one nameplate sign may be displayed. For residences the nameplate or occupant identification signs shall not exceed two square feet in sign area. For any non-residential use, the nameplate or occupant identification sign shall not exceed six square feet in sign area.
- (c) *Noncommercial onsite directional signs.* Noncommercial onsite directional signs, not exceeding four square feet in sign area, shall be allowed on each parcel within the city.
- (d) *Noncommercial onsite parking space signs.* Noncommercial onsite parking space number signs, not exceeding one square foot of sign face per sign, shall be allowed on each parcel in noncommercial use having multiple parking spaces onsite. One such sign shall be allowed for each parking space.
- (e) *Noncommercial onsite marina slip number signs.* Noncommercial onsite marina slip number signs, not exceeding one square foot of sign face per sign, shall be allowed for each marina having marina slips. One such sign shall be allowed for each marina slip.
- (f) *Free expression signs.* For each parcel within the city and for each residential unit within a multifamily residence, one free expression sign not exceeding three square feet in sign area may be displayed. The free expression sign may be displayed as an attached sign or as a freestanding sign; if displayed as a freestanding sign, the free standing sign shall not exceed three feet in height. A free expression sign is in addition to any other sign permitted under this Code and is permitted in any zoning district. Only one such sign shall be permitted on each such parcel or each residential unit. The sign must be located within six feet of a building located on the lot or parcel; or if there is no building on the lot or parcel, the sign must be located at least 15 feet from any street.
- (g) *Election signs.* For each parcel within the city, one election sign for each candidate and each issue may be displayed. An election sign may be displayed as an attached sign or as a freestanding sign. On parcels that are in residential use, the election sign shall not exceed three square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed three feet in height. On parcels that are in non-residential use, the election sign shall not exceed 12 square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed six feet in height. Freestanding election signs shall be set back at least three feet behind the sidewalk or, if there is no sidewalk, 10 feet from the edge of pavement. An election sign shall be removed within seven calendar days following the election to which it pertains.
- (h) *Artwork.* Artwork is allowed in all districts.

- (i) Flagpoles. One flagpole is allowed for each parcel in the city. Flagpoles in residential districts shall not exceed 20 feet in height, and flagpoles in nonresidential districts shall not exceed 30 feet in height.
- (j) Flags. For each detached dwelling unit in a residential district, one flag not greater than 15 square feet in sign area may be displayed. For each parcel in a multi-family residential district and in a non-residential district, three flags not greater than twenty-four square feet in sign area (each) may be displayed.
- (k) Warning signs and safety signs. Warning signs and safety signs, not exceeding four square feet in sign area, shall be allowed in all districts.
- (l) Machinery and equipment signs. Machinery and equipment signs shall be allowed in all districts.
- (m) Construction signs. One construction sign shall be allowed on each parcel within the city. Construction signs shall not exceed three square feet in sign area for residential properties, and 16 square feet in sign area for nonresidential properties.
- (n) Real estate signs. For each parcel within the city, one real estate sign may be displayed on each parcel of land or part thereof that is for sale, lease, or rent; however, when more than one dwelling unit or non-residential space on a parcel of land is for sale, lease, or rent, there may be one real estate sign for each such unit or space. In addition, waterfront lots may display one additional real estate sign within the required waterfront yard. Real estate signs shall not exceed three square feet in sign area for residential properties, and sixteen square feet in sign area for nonresidential properties. The real estate sign shall be removed immediately upon the sale, lease or rent of the real estate that was offered for sale, lease, or rent.
- (o) Temporary garage-yard sale signs. For each parcel with a lawful residential use, one temporary garage-yard sale sign may be displayed. A temporary garage-yard sale sign shall not exceed four square feet in sign area. A temporary garage-yard sale sign may not be displayed for a period longer than two days during any calendar month and shall be removed upon the conclusion of the sale.
- (p) Temporary grand opening signs. For each new business or business name change, one temporary grand opening sign shall be permitted for 30 days after the issuance of an occupational license for the new business or the business name change. A temporary grand opening sign shall not exceed 12 square feet in sign area. A temporary grand opening sign may be a temporary covering, such as a toaster cover, sign boot, or sign sock, which covers an existing permitted attached or freestanding sign.
- (q) Temporary seasonal signage. During the period November 15 until January 7 each year, each business holding a valid Business Tax Receipt shall be allowed to display one additional sign of the types allowed for the applicable zoning district, excluding freestanding pole or monument signs. Such sign shall not require a permit, but must conform to the dimensional requirements of the code.
- (r) Window signs. For each parcel within the city, one or more window signs may be displayed. On parcels that are in residential use, the window sign(s) shall not exceed an aggregate of three square feet in sign area. On parcels that are in non-residential use, the window sign(s) shall not be restricted from the date of adoption of this ordinance until December 31, 2012; following which such signage shall not exceed an aggregate of more than fifty (50) percent of any window surface.

- (s) Temporary holiday and seasonal decorations. Temporary holiday and seasonal decorations shall be allowed in all districts.
- (t) Temporary valet parking station signs. One temporary valet parking station sign no more than four square feet in sign area shall be allowed on each parcel. The temporary valet parking station sign shall only be visible during hours that the valet is operating.
- (u) Bus stop information signs. Bus stop informational signs up to three square feet in area shall be allowed in all districts.

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

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

- (a) Subdivision monument identification signs. For each platted subdivision or neighborhood entrance within any RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) Freestanding monument signs. For each parcel with a lawful non-residential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) Maximum height. The monument sign shall not exceed six feet in height.
 - (2) Maximum size. The monument sign shall not exceed 18 square feet in sign area.

However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) Attached signs. For each parcel with a lawful non-residential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:
 - (1) Maximum size. An attached sign shall not exceed six square feet in sign area.
 - (2) Height restrictions. An attached sign may not appear above the first floor of a building.

Sec. 26.27. - RM and DCR Residential Districts.

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

- (a) Subdivision monument identification signs. For each platted subdivision or neighborhood entrance within any RM or DCR Residential District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) Freestanding monument signs. For each parcel with a lawful non-residential use within the RM or DCR Residential District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

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

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

- (c) *Attached signs.* For each parcel with a lawful non-residential use within the RM or DCR districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not have a sign area that exceeds (a) eight square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
 - (2) *Height restrictions.* An attached sign may not appear above the first floor of a building.

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

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

- (a) *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any ROR Residential/Office/Retail District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) *Freestanding monument signs.* For each parcel with a lawful non-residential use within the ROR Residential/Office/Retail District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) *Maximum height.* The monument sign shall not exceed ten feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 40 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) *Attached signs.* For each parcel with a lawful non-residential use within the ROR Residential/Office/Retail District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (d) *One sandwich board sign or one designer sign, subject to the following:*
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.
- (e) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet.

Sec. 26.29. - RFM Resort Facilities Medium District.

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

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

- (1) Maximum height. The monument sign shall not exceed 20 feet in height.
- (2) Maximum size. The monument sign shall not exceed 135 square feet in sign area.

However, in the event that the parcel is greater than one acre in size and has two street frontages or more than 400 feet along one street frontage, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

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

- (1) Maximum number. Up to three attached signs shall be allowed with a combined sign area not exceeding the maximum permitted in paragraph (c)(2); however, in the event the parcel contains a multi-tenant development, each individual business use may have one attached sign.
- (2) Maximum size. An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
- (3) Height restrictions. An attached sign may not appear above the second floor of a building.

- (c) Drive-thru menu signs. For each parcel with a lawful non-residential use that utilizes a drive-through lane within RFM Resort Facilities Medium District, one drive-through menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

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

attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

- (e) Theater signs. For each parcel with a theater within RFM Resort Facilities Medium District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) Waterside identification signs. For each parcel within RFM Resort Facilities Medium District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (g) Boat or beach concession signs. Each licensed boat or beach concession rental business operating along the Gulf of Mexico and on the site of a business having Gulf frontage may be permitted signs as follows:

 - (1) Permission required. The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
 - (2) Advertising permitted. Signs at boat or beach concession rental business licensed sites shall only provide descriptions of the specific activities and services offered at the site where the sign is located. Such signs shall not be permitted to advertise or imply the availability of any activities or services that are not specifically available at the site.
 - (3) Lighted signs. Lighted signs shall be prohibited.
 - (4) Sandwich board signs. Operators may display sandwich board sign on the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.

 - (i) Maximum area: 12 square feet per face.
 - (ii) Number permitted: One.
 - (iii) Maximum height: Five feet.
 - (iv) Setbacks: 40 feet from the water's edge.
 - (5) Tiki hut or ticket office signs. Operators may display signs on the tiki huts or ticket offices as follows:

 - (i) Maximum area: Eight square feet per face.
 - (ii) Number permitted: Three per tiki hut; not more than two on one side.
 - (iii) Location: Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.
 - (6) Operators without a tiki hut or ticket office. Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted

to keep one sandwich board sign on the beach overnight, provided such sign is no larger than eight square feet in area per face and is located or protected so as to not be a hazard to people walking on the beach after dark.

Sec. 26.30. - CG-1 Commercial District.

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

- (a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.
- (b) *Attached signs,* subject to the following:
 - (1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Drive-thru menu signs.* For each parcel with a lawful non-residential use that utilizes a drive-through lane within the CG-1 Commercial District, one drive-through menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (d) *Attached menu display signs.* For each parcel within the CG-1 Commercial District with a restaurant without drive-through service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Theater signs.* For each parcel with a theater within the CG-1 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) *Waterside identification signs.* For each parcel within the CG-1 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification

sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

Sec. 26.31. - CG-2 Commercial District.

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

- (a) *Freestanding monument.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.
 - (1) *Maximum height.* The monument sign shall not exceed 8 feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 50 square feet in sign area.
 - (3) *Setback.* The sign shall be set back at least ten feet from the property line.
- (b) *Attached signs.* Attached signs shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Attached menu display signs.* An attached menu display sign shall not exceed 12 square feet in sign area.
- (d) *Theater signs.* For each parcel with a theater within the CG-2 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Waterside identification signs.* For each parcel within the CG-2 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for

- intersections at streets and driveways, as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.

Sec. 26.32. - INS Institutional District.

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

- (a) Freestanding monument signs. For each parcel with a lawful non-residential use within any INS Institutional District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
- (1) Maximum height. The monument sign shall not exceed 8 feet in height.
- (2) Maximum size. The monument sign shall not exceed 50 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (b) Attached signs. For each parcel with a lawful non-residential use within the INS Institutional District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
- (1) Maximum number. Only one attached sign shall be allowed.
- (2) Maximum size. An attached sign shall not exceed a sign face area equal to (a) 24 square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
- (3) Height restrictions. An attached sign may not appear above the first floor of a building.
- (c) One sandwich board sign or one designer sign, subject to the following:
- (1) Sandwich board—Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.

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

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each business within the TC-1 or TC-2 District may have up to three of the following signs in

[subsections] (a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign:

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

- (1) Sandwich board—Shall be located in front of the storefront for which it advertises and will not be placed in the right of way, not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than (5) feet tall by three (3) feet wide by three (3) feet deep.

(b) A marquee or canopy sign;

(c) A menu display sign;

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

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

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

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

Sec. 26.34. - LR and BHC Districts.

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

(a) A marquee or canopy sign;

(b) A menu display sign;

(c) A wall sign. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 70 square feet.

(d) Up to two Freestanding monument signs, provided that the sign face does not exceed 50 square feet in area, is not taller than 12 feet in height, and is not located within the visibility triangle as required

by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the four permitted.

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

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

Sec. 26.35. – CC-1 and CC-2 Districts.

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

- (a) Freestanding monument signs. Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed 8 feet in height. However this sign shall be counted as two of the three or four permitted.
- (b) A marquee or canopy sign;
- (c) A menu display sign not to exceed 12 square feet;
- (d) A projecting sign, provided that the sign is no larger than 12 square feet in area does not project within 2 feet of any curb and has a minimum ground clearance of 7 feet;
- (e) Wall signs subject to the following:
 - (1) Maximum size. A wall sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) Internally illuminated signs are discouraged but not prohibited. Externally illuminated signs are preferable with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

Sec. 26.36. - CRD-EA District.

Each business with its own exterior entrance may have up two signs per frontage from the following list:

- (a) One (1) Projecting sign not to exceed 12 square feet and shall have a minimum clearance from the sidewalk of 7.5 feet.
- (b) One (1) attached sign, which may include a wall sign, a canopy, or a marquee sign; the attached sign may not be larger than 1 square foot for every linear foot of building frontage.
- (c) One sandwich board sign or one designer sign, subject to the following:
 - (1) Sandwich board—Shall be located in front of the storefront for which it advertises and will not be placed in the right of way such that the sidewalk width would be less than 48", not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than (5) feet tall by three (3) feet wide by three (3) feet deep.
- (d) All other signs are prohibited.

Sec. 26.37. – UBV District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the UBV District may have up to three of the following signs in [subsection]

(a)—(d) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) A marquee or canopy sign;
- (b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;
- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;
- (d) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 5 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

Sec. 26.38. – AC District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to Section 26.25, each business within the AC District may have up to three of the following signs in [subsection]

(a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsection] (a)—(f):

- (a) Freestanding monument signs. Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the

front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.

(b) Attached signs. subject to the following:

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

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

(c) Drive-thru menu signs. For each parcel with a lawful non-residential use that utilizes a drive-thru lane within the AC District, one drive-thru menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a freestanding sign or an attached sign and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

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

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

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

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

Sec. 26.39. – BR District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to Section 26.25, each business within the BR District may have up to three of the following signs in [subsection]

(a)—(e) below, subject to permit approval and compliance with the conditions for each type of sign:

(a) A marquee or canopy sign;

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

- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;
- (d) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 5 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.
- (e) Waterside identification signs. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

Sec. 26.40. - Traditional Hotel District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each business within the THD District may have up to three of the following signs in [subsections]

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

Sec. 26.41. - Severability.

- (a) Generally. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division.
- (b) Severability where less speech results. Without diminishing or limiting in any way the declaration of severability set forth above in [section 26.34\(a\)](#), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of

any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

- (c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in [section 26.35\(a\)](#), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under [section 26.4](#) of this division. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of [section 26.4](#) is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of [section 26.4](#)
- (d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.

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

Issue Considered: First Reading of Ordinance 2013-12, Amendment of Article II, of Chapter 42 St. Pete Beach Code related to Alarm Systems.

Date: April 23, 2013

Prepared By: Daniel H. Graves, Fire Chief

Summary of Issue: This Amendment repeals and replaces Article II, Chapter 42 of the City Code of Ordinance related to Alarm Systems. The Amendment removes references to the police department, operation of security alarms and adds Sec 42-33 Security Alarms.

Requested Motion: “I move to approve Ordinance 2013-12 on First Reading. . . (read title).”

Attachments: Ordinance 2013-12, – Chapter 42
Existing Chapter 42 strikethrough

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2013-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF ARTICLE II OF CHAPTER 42, ST. PETE BEACH CITY CODE RELATED TO ALARM SYSTEMS; UPDATING THE CITY CODE TO RECOGNIZE THAT SECURITY ALARM SYSTEMS AS DESCRIBED IN PINELLAS COUNTY CODE ARE NOT REGULATED BY THIS ARTICLE; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to update the City's regulations pertaining to fire alarms; and

WHEREAS, the City Commission has found this Ordinance to be in the best interest of the City of St. Pete Beach;

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

Section 1.

Article II of Chapter 42, St Pete Beach City Code, is amended to read:

Article II. Alarms Systems

Sec. 42-26. – Definitions.

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

Alarm system means any mechanical or electrical or radio-controlled device which is designed to be used for the detection of flames, smoke, heat or water flow in a building, structure or facility which emits a sound or transmits a signal or message when activated. Alarm systems include but are not limited to direct dial devices, audible alarms and proprietor alarms. Excluded from the definition of alarm systems are devices which are designed or used to register alarms that are audible, visible or perceptible in or from any motor vehicle or auxiliary devices installed by telephone companies to protect telephone systems from damage or disruption of service.

Automatic dialing devices means an alarm system which automatically sends over regular telephone lines, by direct connection, wireless or otherwise, a prerecorded voice message or coded signal indication the existence of the emergency situation that the alarm that the alarm system is designed to detect.

Commercial premises means any structure or area which is not defined in this section as a residential premise.

False alarm means the activation of an alarm system through the mechanical failure, malfunction, improper installation, or the neglect or intentional misuse by the owner or lessee of an alarm system or by his employees, servants or agents or by any other activation of the alarm system not caused by or because of an actual fire. Such terminology does not include alarms caused by acts of nature such as hurricanes, tornadoes, other severe weather conditions, or alarms intentionally activated by an owner or lessee of an alarm system by his servants, or other agents who visually observed or heard suspicious circumstances which would cause a careful and prudent person to believe that an actual fire or hazardous condition existed at the premises protected by the alarm system.

False alarm response exists when a firefighter is dispatched to or otherwise learns of the activation of an alarm system which is subsequently is found to be a false alarm.

Fee means an assessment of costs imposed pursuant to this article to defray the expense of responding to a false alarm.

Fire official means any respective municipal firefighter or their designated representative.

Newly installed fire alarm system means a system that has been installed and operating for a period of less than thirty-one (31) days.

Residential premises means any structure or combination of structures which serves as a dwelling unit, including single-family and multi-family units.

Responsible party means the person occupying or controlling the premises on which the alarm is located.

Security alarm means an alarm system subject to the provisions of Section 54-2 Pinellas County Code or its successor and not regulated by this Article.

Sec. 42-27. – Notification

Every person who shall own, operate or lease any fire alarm system within the City, whether existing or to be installed in the future, shall notify the Fire Department on forms to be provided of the following:

1. The type, make model of the alarm system,
2. Whether installed in a residential or commercial premises,
3. The name, address, business or home phone number of the owner or lessee of the fire alarm system and
4. The names, addresses and telephone numbers of no less than two persons to be notified of alarm activation.

Sec. 42-28. – Response to false alarms; required reports; corrective action penalties; disconnection.

- (a) For the purpose of this article, responsibility for a false alarm shall be borne by the person occupying or controlling the premises on which the alarm is located.
- (b) The following shall be required by each person who owns, operates or controls any commercial or residential premises for each incident of a response to a false alarm.
 - (1) For each of the first (1st), second (2nd) and third (3rd) false alarm response to a premise within a calendar year, the responsible party shall within ten (10) days file with the Fire Department a written report detailing the cause of the false alarm and the corrective action taken. A licensed contractor's service receipt detailing the service performed and corrective action taken will suffice as a written report.
 - (2) For a fourth (4th) or any succeeding false alarm response to a premise within a calendar year, a fee shall be charged. The fee shall be established by resolution of the City Commission and is listed in appendix A to this code. If such fourth (4th) or any succeeding false alarm response is a result of failure to take corrective action, the Fire Department may order the disconnection of the alarm system and may order a mandatory fire watch for the premises, as such fire watch may be authorized by the fire code as adopted by the City or applicable to the City. Additionally, it shall be a violation of this article not to disconnect or to reconnect such alarm system without the permission of the Fire Department, provide that no disconnection shall be ordered on any premises required by law to have an alarm system in operation. Any order for disconnection shall be rescinded by the Fire Department upon presentation of demonstrative evidence of corrective action and subsequent inspection by the Fire Department and a finding that adequate corrective action has been taken.
 - (3)

The provisions of this section shall not apply to any newly installed fire alarm system for a period of thirty (30) days from the date of installation.

(4)

Testing alarms systems. Notwithstanding any other provision of this chapter, it shall not be a violation of this section to test an alarm system pursuant to the testing procedures of the contracted alarm monitoring provider, or in the absence of such provider, under the following conditions:

(1) Where there is no visual, audio, electronic or other indication of the alarm which can be seen, heard, or received beyond the boundaries of the property upon which the test is occurring; or

(2) Where there is a visual, audio, electronic, or other indication of the alarm which can be seen, heard, or received beyond the boundaries of the property upon which the test is occurring, and one of the following two precautions are observed:

(a) Adequate measures are taken to ensure that anyone seeing, hearing, or receiving the indication of an alarm will not report it either directly or indirectly to the Fire Department as an alarm requiring assistance of the Fire Department or

(b) The Fire Department is notified that the test is to occur and is instructed not to respond by the responsible party.

Sec. 42-29. – Failure to report to premises after notification by the Fire Department.

Every person who owns operates or leases an alarm system and shall knowingly or purposefully fail to respond to his premises or facility after notification by the Fire Department of the activation of any alarm system, whether false or not, within one hour of notification shall be deemed in violation of this article.

Sec. 42-30. – Automatic dialing devices.

It shall be a violation of this article for any person to install, maintain, own, possess or operate any automatic dialing device alarm system regulated or programmed to make connection with any telephone number installed in any City facility.

Sec. 42-31. – Administrative hearing.

Any person who shall be notified of the assessment of any penalty for multiple false alarms or an order to disconnection of any alarm system shall be entitled to an administrative hearing before the Fire Department to show cause why such assessment or disconnection should not be made.

Sec. 42-32. – Disposition of fees.

Fees will be collected by the City's Finance Department for deposit in the general revenue fund.

Sec. 42-33. – Security alarms.

Security alarm systems, as described by Section 54-2, Pinellas County Code, or its successor are regulated by the provisions by the Pinellas County Code and not by this Article. Enforcement of such regulation is by the Pinellas County Sheriff.

Every person who owns operates or leases a security alarm system shall register his/her alarm system with the Pinellas County Sherriff's Office SHARP alarm registration program.

Section 2.

All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the 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 upon adoption.

STEVEN MCFARLIN, MAYOR

PUBLISHED:

FIRST READING:

PUBLISHED:

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

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2013-

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF ~~CHANGING THE CODE OF ORDINANCE TO FIRE~~ ARTICLE II OF CHAPTER 42, ST. PETE BEACH CITY CODE RELATED TO ALARM SYSTEMS; UPDATING THE CITY CODE TO RECOGNIZE THAT SECURITY ~~ALARMS WILL BE HANDLED BY THE PINELLAS COUNTY SHERIFF AND WILL BE SUBJECT TO THE PROVISIONS OF PINELLAS COUNTY ORDINANCE 09-6~~ ALARMS AS DESCRIBED IN PINELLAS COUNTY CODE ARE NOT REGULATED BY THIS ARTICLE; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to update the City's regulations pertaining to fire alarms ~~as necessitated by the transfer of law enforcement services to the Pinellas County Sheriff~~; and

WHEREAS, the City Commission has found this Ordinance to be in the best interest of the City of St. Pete Beach;

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

Section 1.

Article II of Chapter 42, St Pete Beach City Code, is amended to read:

Article II. Alarms Systems

Sec. 42-26. ~~=~~ Definitions.

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

Alarm system means any mechanical or electrical or radio-controlled device which is designed to be used for the detection of ~~flame~~ flames, smoke ~~or~~, heat or ~~designed to be used for the detection of any unauthorized entry into~~ water flow in a building, structure or facility ~~or for alerting others of~~

~~the commission of an unlawful act within a building, structure or facility or both,~~ which emits a sound or transmits a signal or message when activated. Alarm systems include but are not limited to direct dial ~~telephone~~ devices, audible alarms and proprietor alarms. Excluded from the definition of alarm systems are devices which are designed or used to register alarms that are audible, visible or perceptible in or from any motor vehicle or auxiliary devices installed by telephone companies to protect telephone systems from damage or disruption of service.

Automatic dialing ~~device~~ devices means an alarm system which automatically sends over regular telephone lines, by direct connection, wireless or otherwise, a prerecorded voice message or coded signal ~~indicating~~ indication the existence of the emergency situation that the alarm ~~that the~~ alarm system is designed to detect.

Commercial premises means any structure or area which is not defined in this section as a residential ~~premises~~ premise.

False alarm means the activation of an alarm system through the mechanical failure, malfunction, improper installation, or the ~~negligent~~ neglect or intentional misuse by the owner or lessee of an alarm system or by his employees, servants or agents or by any other activation of the alarm system not caused by or because of an actual fire, ~~a forced entry, attempted forced entry, robbery, attempted robbery, other forcible felony, or specified criminal act.~~ Such terminology does not include alarms caused by acts of nature such as hurricanes, tornadoes, other severe weather conditions, or alarms intentionally activated by an owner or lessee of an alarm system ~~or~~ by his servants, or other agents who visually observed or heard suspicious circumstances which would cause a careful and prudent person to believe that an actual fire or ~~a forced entry, attempted forced entry, robbery, attempted robbery, other forcible felony or specified criminal act was in progress~~ hazardous condition existed at the premises protected by the alarm system.

False alarm response ~~result~~ exists when ~~any police officer or~~ a firefighter is dispatched to or otherwise learns of the activation of an alarm system which is subsequently is found to be a false alarm.

Fee means an assessment of costs imposed pursuant to this article to defray the expense of responding to a false alarm.

~~Law enforcement officer~~ Fire official means ~~the chief of police or~~ any respective municipal ~~police officer~~ firefighter or their designated representative.

Newly installed fire alarm system means a system that has been installed and operating for a period of less than thirty-one (31) days.

Residential premises means any structure or combination of structures which serves as a dwelling unit, including single-family ~~as well as multifamily~~ and multi-family units.

~~*Specified criminal act* means a nonforcible felony or any misdemeanor offense which is communicated to the police department in such a way that any responding police officer will be clearly informed that the nature of the alarm does not involve an allegation of a forcible felony.~~

~~(Ord. No. 83-38, § 1, 9-6-83; Code 1983, § 12-56; Ord. No. 84-57, § 1, 10-2-84; Ord. No. 91-30, § 1, 9-17-91)~~

~~**Cross reference**—Definitions generally, § 1-2.~~

Responsible party means the person occupying or controlling the premises on which the alarm is located.

Security alarm means an alarm system subject to the provisions of Section 54-2 Pinellas County Code or its successor and not regulated by this Article.

Sec. 42-27. ~~=~~ Notification

~~(a)~~

Every person who shall own, operate or lease any fire alarm system within the ~~city~~City, whether existing or to be installed in the future, shall notify the ~~law enforcement officer~~Fire Department on forms to be provided of the following:

~~(1)~~

1. The type, make, ~~;~~ model of the alarm system. ~~;~~
2. ~~(2)~~
3. Whether installed in a residential or commercial premises. ~~;~~
4. ~~(3)~~
5. The name, address, business or home ~~telephone~~phone number of the owner or lessee of the fire alarm system. ~~;~~ and
6. ~~(4)~~
7. The names, addresses and telephone numbers of no less than two persons to be notified of ~~an~~ alarm activation.

~~(b)~~

~~Every person who owns, operates or leases an alarm system for the transmission of alarms for specified criminal acts, as defined in section 42-26, shall first notify the police department, so that the chief of police may ensure that such alarms will be communicated to any responding police officer with sufficient clear information to preserve the safety of the officers and to protect the public. The administration may adopt reasonable regulations to this end. No person shall activate any alarm for a specified criminal act in a manner which does not comply with these administrative regulations. Activations which do not comply with these administrative regulations shall be classified as false alarms and are subject to section 42-28~~

~~(Ord. No. 83-38, § 2, 9-6-83; Code 1983, § 12-57; Ord. No. 91-30, § 1, 9-17-91)~~

Sec. 42-28. ~~=~~ Response to false ~~alarm~~alarms; required reports; corrective action penalties; disconnection.

~~(a)~~

- (a) For the purpose of this article, responsibility for a false alarm shall be borne by the person occupying or controlling the premises on which the alarm is located.
- (b) ~~(b)~~
- (c) The following shall be required by each person who owns, operates or controls any commercial or residential premises for each incident of a response to a false alarm.
- (d) ~~(1)~~

(1) For ~~a each of the~~ first (1st), second ~~or~~ (2nd) and third (3rd) false alarm response to a ~~premises~~premise within a calendar year, ~~there shall be filed with the law enforcement officer, with ten days' notice to do so, a written report, on forms prescribed by the law enforcement officer, setting forth~~ the responsible party shall within ten (10) days file with the Fire Department a written report detailing the cause of the false alarm and the corrective action taken. A licensed contractor's service receipt detailing the service performed and corrective action taken will suffice as a written report.

(2) ~~(2)~~

(3) For a ~~fourth~~fourth (4th) or any succeeding false alarm response to a ~~premises~~premise within a calendar year, a fee shall be charged. The fee shall be established by resolution of the ~~city~~City Commission and is listed in appendix A to this ~~Code~~code. If such fourth (4th) or any succeeding false alarm response is a result of failure to take corrective action, the ~~law enforcement officer~~Fire Department may order the disconnection of the alarm system, and may order a mandatory fire watch for the premises, as such fire watch may be authorized by the fire code as adopted by the City or applicable to the City. Additionally, it shall be a violation of this article not to disconnect or to reconnect such alarm system without the permission of the ~~law enforcement officer, provided~~Fire Department, provide that no disconnection shall be ordered on any premises required by law to have an alarm system in operation. Any order for disconnection shall be rescinded by the ~~law enforcement officer~~Fire Department upon presentation of demonstrative ~~evidence~~evident of corrective action and subsequent inspection by the ~~law enforcement officer~~Fire Department and a finding that adequate corrective action has been taken.

~~(Ord. No. 83-38, § 3, 9-6-83; Code 1983, § 12-58; Ord. No. 87-13, § 1, 4-21-87) 3)~~

The provisions of this section shall not apply to any newly installed fire alarm system for a period of thirty (30) days from the date of installation.

(4)

Testing alarms systems. Notwithstanding any other provision of this chapter, it shall not be a violation of this section to test an alarm system pursuant to the testing procedures of the contracted alarm monitoring provider, or in the absence of such provider, under the following conditions:

(1) Where there is no visual, audio, electronic or other indication of the alarm which can be seen, heard, or received beyond the boundaries of the property upon which the test is occurring; or

(2) Where there is a visual, audio, electronic, or other indication of the alarm which can be seen, heard, or received beyond the boundaries of the property upon which the test is occurring, and one of the following two precautions are observed:

(a) Adequate measures are taken to ensure that anyone seeing, hearing, or receiving the indication of an alarm will not report it either directly or indirectly to the Fire Department as an alarm requiring assistance of the Fire Department or

(b) The Fire Department is notified that the test is to occur and is instructed not to respond by the responsible party.

Sec. 42-29. ~~—~~ Failure to report to premises after notification by ~~law enforcement officer~~the Fire Department.

Every person who owns, operates or leases an alarm system and ~~who~~ shall knowingly or purposefully fail to respond to ~~report to~~ his premises or facility after notification by the ~~law enforcement officer~~ Fire Department of the activation of any alarm system, whether false or not, within one hour of notification shall be deemed in violation of this article.

~~(Ord. No. 83-38, § 4, 9-6-83; Code 1983, § 12-59)~~

Sec. 42-30. ~~—~~ Automatic dialing devices.

It shall be a violation of this article for any person to install, maintain, own, possess or operate any automatic dialing device alarm system regulated or programmed to make connection with any telephone number installed in any ~~law enforcement facility, except to such telephone number determined and designated by the law enforcement officer. In addition, the law enforcement officer may establish a reasonable fee to defray the installation and recurring charge for such special telephone equipment, to be paid by the person who shall program any automatic dialing device to the telephone number.~~ City facility.

~~(Ord. No. 83-38, § 5, 9-6-83; Code 1983, § 12-60)~~

Sec. 42-31. ~~—~~ Administrative hearing.

Any person who shall be notified of the assessment of any penalty for multiple false alarms or an order ~~for to~~ disconnection of any alarm system shall be entitled to an administrative hearing before the ~~law enforcement officer~~ Fire Department to show cause why such assessment or disconnection should not be made.

~~(Ord. No. 83-38, § 6, 9-6-83; Code 1983, § 12-61)~~

Sec. 42-32. ~~—~~ Disposition of fees.

Fees will be collected by the ~~law enforcement officer shall be forwarded to the director of finance~~ City's Finance Department for deposit in the general revenue fund.

Sec. 42-33. – Security alarms.

Security alarm systems, as described by Section 54-2, Pinellas County Code, or its successor are regulated by the provisions by the Pinellas County Code and not by this Article. Enforcement of such regulation is by the Pinellas County Sheriff.

Every person who owns operates or leases a security alarm system shall register his/her alarm system with the Pinellas County Sherriff's Office SHARP alarm registration program.

Section 2.

All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the 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 upon adoption.

STEVEN MCFARLIN, MAYOR

PUBLISHED:

FIRST READING:

PUBLISHED:

SECOND READING/ADOPTION HEARING:

PUBLISHED:

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, ~~2012~~2013.

REBECCA HAYNES, CITY CLERK

Document comparison by Workshare Compare on Wednesday, March 13, 2013
3:00:50 PM

Input:	
Document 1 ID	file:///J:/WDOX/DOCS/CLIENTS/25313/001/ORDRES/~VER/1/00747889.DOCX
Description	00747889
Document 2 ID	file:///J:/WDOX/DOCS/CLIENTS/25313/001/ORDRES/00747889.DOCX
Description	00747889
Rendering set	Standard color

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Redline Summary:		
No.	Change	Text
1-2	Change	"FLORIDA, PROVIDING FOR...UPDATING THE CITY" changed to "FLORIDA, PROVIDING FOR...UPDATING THE CITY"
3-4	Change	"CODE TO RECOGNIZE THAT...THE REPEAL OF ORDINANCES" changed to "CODE TO RECOGNIZE THAT...THE REPEAL OF ORDINANCES"
5	Deletion	regulations pertaining to...enforcement services to
6	Change	"the Pinellas County Sheriff; and" changed to "; and"
7-8	Change	"Sec. 42-26. - Definitions" changed to "Sec. 42-26.

		– Definitions"
9	Insertion	Definitions.
10-11	Change	"clearly indicates a different meaning:" changed to "clearly indicates a different meaning."
12-13	Change	"to be used for the detection of flame, smoke" changed to "to be used for the detection of flames, smoke"
14-15	Change	", smoke or heat or" changed to ", smoke, heat or"
16-17	Change	"heat or designed to be...structure or facility" changed to "heat or water flow in a...structure or facility"
18	Change	"building, structure or...a sound or transmits" changed to "building, structure or...a sound or transmits"
19	Change	"are not limited to direct...alarms and proprietor" changed to "are not limited to direct...alarms and proprietor"
20-21	Change	"Automatic dialing device...which automatically" changed to "Automatic dialing devices...which automatically"
22	Change	"telephone lines, by...a prerecorded voice" changed to "telephone lines, by...a prerecorded voice"
23-24	Change	"prerecorded voice message...of the emergency" changed to "prerecorded voice message...of the emergency"
25	Change	"emergency situation that...is designed to detect." changed to "emergency situation that...is designed to detect."
26	Change	"not defined in this section as residential" changed to "not defined in this section as a residential"
27-28	Change	"residential premises." changed to "residential premise."
29	Change	"activation of an alarm...failure, malfunction," changed to "activation of an alarm...failure, malfunction,"
30-31	Change	"malfunction, improper...misuse by the owner"

		changed to "malfunction, improper...misuse by the owner"
32	Change	"by or because of an...specified criminal act." changed to "by or because of an actual fire."
33	Change	"owner or lessee of an...or by his servants, or" changed to "owner or lessee of an...by his servants, or"
34	Change	"by his servants, or...who visually observed or" changed to "by his servants, or other...who visually observed or"
35-36	Change	"believe that an actual...protected by the" changed to "believe that an actual...protected by the"
37-38	Change	"False alarm response results when" changed to "False alarm response exists when"
39-40	Change	"when any police officer...is dispatched to or" changed to "when a firefighter is dispatched to or"
41	Change	"activation of an alarm...is found to be a false" changed to "activation of an alarm...is found to be a false"
42-43	Change	"Law enforcement officer means" changed to "Fire official means"
44	Change	"means the chief of police...any respective municipal" changed to "means any respective municipal"
45-46	Change	"any respective municipal...representative." changed to "any respective municipal...representative."
47	Insertion	Newly installed fire...thirty-one (31) days.
48-49	Change	"dwelling unit, including...as multifamily units." changed to "dwelling unit, including...and multi-family units."
50	Deletion	Specified criminal act...of a forcible felony.
51	Deletion	(Ord. No. 83-38, § 1,...No. 91-30, § 1, 9-17-91)
52	Deletion	Cross reference— Definitions generally, § 1-2.
53	Insertion	Responsible party means...the alarm is located.

54	Insertion	Security alarm means an...by this Article.
55	Insertion	
56-57	Change	"Sec. 42-27. - Notification" changed to "Sec. 42-27. – Notification"
58	Deletion	(a)
59	Change	"shall own, operate or...alarm system within the" changed to "shall own, operate or...alarm system within the"
60-61	Change	"alarm system within the...or to be installed" changed to "alarm system within the...or to be installed"
62-63	Change	"in the future, shall...to be provided of the" changed to "in the future, shall...to be provided of the"
64	Deletion	(1)
65	Change	"model of the alarm system" changed to ", model of the alarm system"
66-67	Change	"model of the alarm system." changed to "model of the alarm system,"
68	Change	"(2)2. Whether installed in a residential" changed to "2. Whether installed in a residential"
69-70	Insertion	.,
71	Change	"(3)3. The name, address, business or" changed to "3. The name, address, business or"
72-73	Change	"number of the owner or lessee of" changed to "telephonephone number of the owner or lessee of"
74	Change	"number of the owner or lessee of the alarm system" changed to "number of the owner or...of the fire alarm system"
75-76	Change	"alarm system." changed to "alarm system and"
77	Change	"(4)4. The names, addresses and telephone" changed to "4. The names, addresses and telephone"
78	Change	"alarm activation." changed to "an alarm activation."
79	Deletion	(b)
80-83	Change	"Every person who owns,...subject to section 42-28"

		changed to ""
84	Deletion	(Ord. No. 83-38, § 2,...No. 91-30, § 1, 9-17-91)
85-86	Change	"Sec. 42-28. - Response to false" changed to "Sec. 42-28. – Response to false"
87-88	Change	"Response to false alarm;...corrective action" changed to "Response to false alarms;...corrective action"
89	Deletion	(a)
90	Insertion	(b)
91	Insertion	(1)
92-93	Change	"first" changed to "each of the first"
94	Change	"first, second" changed to "first (1 st), second"
95-96	Change	", second or third" changed to ", second (2 nd) and third"
97	Change	"third false alarm response to a" changed to "third (3 rd) false alarm response to a"
98-99	Change	"false alarm response to a...within a calendar year," changed to "false alarm response to a...within a calendar year,"
100-101	Change	"within a calendar year,...of the false alarm and" changed to "within a calendar year,...of the false alarm and"
102	Insertion	and the corrective action...as a written report.
103	Deletion	(2)
104-105	Change	"or any succeeding false alarm response" changed to "fourth (4 th) or any...false alarm response"
106-107	Change	"succeeding false alarm...year, a fee shall" changed to "succeeding false alarm...year, a fee shall"
108-109	Change	"established by resolution...listed in appendix A to" changed to "established by resolution...listed in appendix A to"
110-111	Change	"is listed in appendix A to this Code." changed to "is listed in appendix A to this code."
112	Change	". If such fourth or any...false alarm response" changed to ". If such fourth (4 th)...false alarm response"
113-114	Change	"to take corrective...the disconnection of" changed to "to take corrective...the disconnection of"
115	Change	"disconnection of the alarm system, and" changed to "disconnection of the alarm system and"
116	Change	"and it shall be a violation of this" changed to "and may order a mandatory...be a violation of this"

117-118	Change	"system without the...disconnection shall be" changed to "system without the...disconnection shall be"
119-120	Change	"disconnection shall be...of demonstrative" changed to "disconnection shall be...of demonstrative"
121-122	Change	"upon presentation of...action and subsequent" changed to "upon presentation of...action and subsequent"
123-124	Change	"and subsequent inspection...that adequate corrective" changed to "and subsequent inspection...that adequate corrective"
125-126	Change	"(Ord. No. 83-38, § 3,...No. 87-13, § 1, 4-21-87)" changed to "(3)"
127	Insertion	The provisions of this...date of installation.
128	Insertion	(4)
129	Insertion	Testing alarms systems. ...following conditions:
130	Insertion	(1) Where there is no...test is occurring; or
131	Insertion	(2) Where there is a...are observed:
132	Insertion	(a) Adequate measures...the Fire Department or
133	Insertion	(b) The Fire Department...the responsible party.
134-135	Change	"Sec. 42-29. - Failure to report to premises after" changed to "Sec. 42-29. – Failure to report to premises after"
136-137	Change	"premises after...law enforcement officer." changed to "premises after...by the Fire Department."
138	Change	"Every person who owns,...leases an alarm system" changed to "Every person who owns...leases an alarm system"
139	Change	"operates or leases an...or purposefully" changed to "operates or leases an...or purposefully"
140	Change	"purposefully fail to...after notification" changed to "purposefully fail to...after notification"
141-142	Change	"facility after...activation of any alarm" changed to "facility after...activation of any alarm"
143	Deletion	(Ord. No. 83-38, § 4, 9-6-83; Code 1983, § 12-59)
144-145	Change	"Sec. 42-30. - Automatic dialing devices" changed to "Sec. 42-30. – Automatic dialing devices"
146	Insertion	Automatic dialing devices.
147-148	Change	"telephone number...to the telephone number." changed to "telephone number installed in any City"

		facility."
149	Deletion	(Ord. No. 83-38, § 5, 9-6-83; Code 1983, § 12-60)
150-151	Change	"Sec. 42-31. - Administrative hearing" changed to "Sec. 42-31. – Administrative hearing"
152	Insertion	Administrative hearing.
153-154	Change	"multiple false alarms or...of any alarm system" changed to "multiple false alarms or...of any alarm system"
155-156	Change	"administrative hearing...why such assessment" changed to "administrative hearing...why such assessment"
157	Deletion	(Ord. No. 83-38, § 6, 9-6-83; Code 1983, § 12-61)
158-159	Change	"Sec. 42-32. - Disposition of fees." changed to "Sec. 42-32. – Disposition of fees."
160	Deletion	Disposition of fees.
161	Change	"Fees collected by the" changed to "Fees will be collected by the"
162-163	Change	"collected by the law...in the general revenue" changed to "collected by the City's...in the general revenue"
164	Insertion	
165	Insertion	Sec. 42-33. – Security alarms.
166	Insertion	Security alarm systems,...of such regulation is by
167	Moved to	the Pinellas County Sheriff
168	Insertion	.
169	Insertion	Every person who owns...registration program.
170-171	Change	"_____ day of _____, 2012." changed to "_____ day of _____, 2013."

Statistics:	
	Count
Insertions	84
Deletions	85
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	171

Redline options:	
	Status
Redline Statistics at End of Document	ON
Include Redline Comparison Summary	ON
Show Line Numbering	OFF
Show Change Numbers	OFF
Show Change Bars On Left	ON
Show Hidden Text	OFF
Detect List Numbering Changes	ON
Compare Headers/Footers	ON
Compare Footnotes	ON
Display Workshare Compare Footers	OFF
Ignore Embedded Objects/Images	OFF
Compare at Character Level	OFF
Compare Numbers at Character Level	OFF
Show Moved Deletions	OFF
Show Changes to Spaces	OFF
Show Paragraph Changes	OFF
Ignore Case Changes	OFF
Ignore Text Boxes	OFF
Ignore Field Codes	OFF
Compare field contents as text	ON
Ignore Tables	OFF
Detect Changes to Images	OFF

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

Issue Considered: Resolution 2013-05

Date: April 23, 2013

Prepared By: Chelsey Welden, Urban Planner

Summary of Issue: Margaret Perez, owner of the property located at 104 7th Avenue, requests a historic preservation ad valorem tax exemption for a term of 10-years in the amount of 100% of the increased assessed value of the structure improved according to the Certificate of Appropriateness granted by the Historic Preservation Board in 2010.

This matter was previously approved by the Commission (Resolution 2012-16). The County has since advised that corrections to the Resolution and Covenant are necessary. Both the County staff and City Attorney have reviewed and approved the request as modified.

Requested Motion: “I move to approve Resolution 2013-05 (read title)”

Attachments: Resolution 2013-05 and covenant

Reviewed by City Manager: MB

RESOLUTION NO. 2013-05

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, APPROVING AN AD VALOREM TAX EXEMPTION FOR 104 7TH AVENUE, A CONTRIBUTING STRUCTURE WITHIN THE PASS-A-GRILLE NATIONAL REGISTER HISTORIC DISTRICT AND A LOCALLY DESIGNATED HISTORIC RESOURCE; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS APPROVE AN EXEMPTION FROM THE COUNTY AD VALOREM TAX; APPROVING THE EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of the City of St. Pete Beach is the governing body of the City of St. Pete Beach; and

WHEREAS, The City Commission values the historic resources located in the City; and

WHEREAS, the protection of such historic resources is in the public interest of the City and its citizens; and

WHEREAS, the adopted Comprehensive Plan of the City of St. Pete Beach encourages the preservation of historic resources; and

WHEREAS, The City was designated by the State of Florida as a Certified Local Government in 2005; and

WHEREAS, The City Commission adopted the Historic Preservation Ordinance (Division 28 of the Land Development Code) in 2006; and

WHEREAS, The City adopted a Historic Preservation Tax Exemption Ordinance in 2004 (Article V of Chapter 78 of the Code of Ordinances); and

WHEREAS, the owner of the property received a Certificate of Appropriateness from the City of St. Pete Beach Historic Preservation Board on February 4th, 2010 for the exterior modifications to the structure; and

WHEREAS, the owner has completed the work as approved by the Historic Preservation Board; and

WHEREAS, the exterior improvement work consisted of:

- Replacement of deteriorated windows;
- Replacement of deteriorated shingle and lap siding;
- Replacement of roof;

- Removal of porch enclosure and replace with porch railing;
- Moving the structure 5 feet to the east off the side property line;
- Adding a small addition to rear 2nd story.

WHEREAS, such work meets the criteria established in the rules adopted by the Department of State; and

WHEREAS, such work is consistent with the Secretary of Interior's Standards for Rehabilitation; and

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

Section One. The improvements to the property at 104 7th Avenue meet the criteria for ad valorem tax exemption as described in Article V of Chapter 78 of the City of St. Pete Beach Code of Ordinances.

Section Two. The City Commission of the City of St. Pete Beach, Florida approves a Historic Property Tax Exemption for a period of 10 years from January 1, 2013, to December 31, 2022 for the improvements to the property at 104 7th Avenue subject to receipt of a recorded covenant within 30 days of City Commission Approval, and

Section Three. The City Commission of the City of St. Pete Beach, Florida recommends that the Pinellas County Board of County Commissioners Approve an exemption from the County ad valorem tax as well, and

Section Four. The Mayor is authorized to sign and execute the Historic Preservation Tax Exemption covenant on behalf of the City.

Adopted this _____ day of _____, 2013

ATTEST:

Rebecca Haynes, City Clerk

Steve McFarlin, Mayor

City of St. Pete Beach
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made on the 23 day of April, 2013, by Margaret Perez (hereinafter referred to as the "Owner") and in favor of St. Pete Beach, Florida and Pinellas County, Florida (hereinafter referred to as "County"), jointly and severally, (hereinafter referred to collectively as the "Local Government"), for the purpose of the rehabilitation of a certain Property located at 104 7th Avenue, St. Pete Beach, Florida 33706 which is owned in fee simple by the Owner and is locally designated under the terms of the local preservation ordinance and is a contributing property to the Pass-a-Grille National Register district.

The areas of significance of this property, as identified in the local designation report for the property or the district in which it is located are noted as materials and scale.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows:

Lot 7 Block 7 Morey Beach Subdivision, according to the map or plat thereof as recorded in plat Book 1, Page 102, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part. PIN: 193216589320070070.

In consideration of the historic preservation property tax exemption granted by the Local Government, the Owner hereby agrees to the following for the ten year period of the tax exemption beginning on January 1, 2013 to December 31, 2022:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing

in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office.

3. The address of the certified Local Historic Preservation Office with review jurisdiction is:

Name of Office/Agency	City of St. Pete Beach Community Development Department
Address:	155 Corey Avenue
City	St. Pete Beach
State	Florida
Zip	33706
Phone No.:	727-363-9266
Contact Person:	Chelsey Welden
Title:	Urban Planner (CLG Coordinator for the City)
Email:	cwelden@stpetebeach.org

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997(7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in

each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3),F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage of the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

Such restoration and reconstruction work shall also be reported to the County.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption.

If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Pinellas County Property Appraiser in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. The Owner shall have 30 days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence.

9. If the Owner cannot show such extenuating circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Pinellas County Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12(3), F.S.

10. The terms of this Covenant shall be binding on the current Property owner, transferees, and her heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER:

Name

Signature

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23 day of April, 2013, by Margaret Perez, in her capacity as Owner of 104 7th AVENUE, ST. PETE BEACH, FLORIDA, also known as the Local Landmark, who is personally known to me, or has provided _____ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:

CITY OF ST. PETE BEACH,
FLORIDA

By: _____
Steve McFarlin, Mayor

ATTEST:

By: _____
Rebecca Haynes, City Clerk

The foregoing instrument was acknowledged before me this 23 day of April, A.D. 2013, by Steve McFarlin and Rebecca Haynes as Mayor and City Clerk, respectively, of the City of St. Pete Beach, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

(Notary Signature)
Commission Expires:

STATE OF FLORIDA
CITY OF ST. PETE BEACH
Historic Preservation Property Tax Exemption Covenant

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____
City Attorney (Designee)

By: _____
City Attorney (Designee)

ATTEST:

KEN BURKE, CLERK OF THE CIRCUIT COURT

PINELLAS COUNTY, by and through
its Board of County Commissioners,

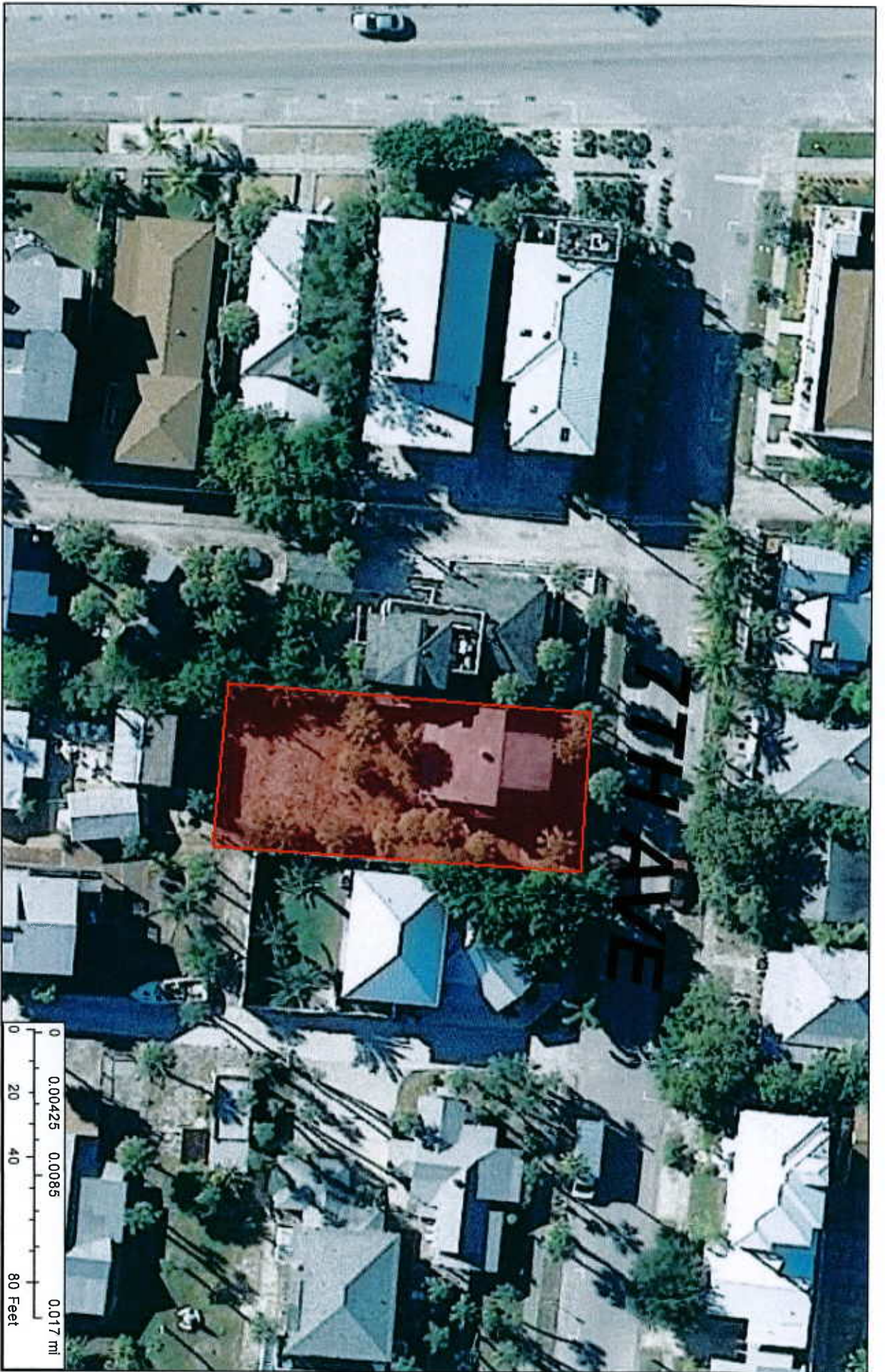
By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

AERIAL PHOTO



April 11, 2013



COUNTY CORRESPONDENCE

Hello Chelsey.

Welcome to the City.

Below is my response to your email.

- A. #1 and #2 appears to be complete, however, Planning would like them to be scanned and emailed as we do not have a good copy of them.
- B. #3 (the covenant) needs to be revised and should include both the City and the County. There is still plenty of time to do that (see attached example).
- C. #4 (the city resolution) approving the application needs to be redone to correct the exemption period (ten-year---1/1/13 to 12/31/22), to include City's request from the County to consider approving the same (tax exemption) and approving the covenant—please see attached example. **This is the most important component of the application.**
- D. #5 is flexible. However, we would like to get completed City approved application (all documents) before 4/29/13.
- E. #6 is (kind of) correct. Once the county (BCC) approves the tax exemption application, the applicant records the covenant with the Clerk of Court. Then, a certified copy of the covenant, including City/County resolutions approving the tax exemptions are submitted by the City (and/or the County) to the PAO for final execution (also copy of Clerk's certified covenant must be submitted to the County [BCC] in a timely manner) .
- F. Last but not least, it is advised that (city) staff revisit City Ordinance #78 and consider revising the Ordinance as noted in my previous email dated 3/26/13 item #2 (below).

For your use and information on items #3 and #4 above, attached is an example from the City of St. Petersburg. Please call me if you need additional assistance where I can hopefully guide you through the process. The first important issue is to have a revised resolution prepared, completed and approved by the SPB City Council.

Thanks;

Marcel Mohseni, CMSM
Principal Planner
Pinellas County Department of Strategic Planning & Initiatives
310 Court Street, First Floor
Clearwater, FL 33756
Phone (727) 464-8200
Fax (727) 464-8201
mmohseni@pinellascounty.org

All government correspondence is subject to the public records law.

From: Chelsey Welden [<mailto:cwelden@stpetebeach.org>]
Sent: Wednesday, March 27, 2013 11:13 AM
To: Mohseni, Marcel M
Cc: George Kinney
Subject: RE: City's Historic Property tax Exemption Application

From: Mohseni, Marcel M [<mailto:mmohseni@co.pinellas.fl.us>]
Sent: Tuesday, March 26, 2013 3:36 PM
To: George Kinney
Cc: Chelsey Welden; Beardslee, Gordon R; Sadowsky, David S; Moore, Erin
Subject: City's Historic Property tax Exemption Application

Mr. George Kinney, Director
Community Development
City of St. Pete Beach

Mr. Kinney:

RE: City's Historic Property Tax Exemption Application

The City of St. Pete Beach (SPB) submitted a historic property tax exemption application (address: 104 7th Ave.) to the Property Appraiser's Office (PAO) via its applicant, Mrs. Margaret Perez on December 14, 2012. The PAO notified the Pinellas County Planning Department (PCPD) of such application and the Department has concluded its review of the application. The review of the application revealed issues (see below) that would need to be addressed by the City of SPB.

1. City Resolution 2012-16: Inconsistent with F.S. 196.1997 & 196.1998, the Resolution authorizes more than ten years (January 1, 2013 to December 31, 2023) of tax exemptions instead of ten-year maximum allowed by State Statute. In addition, the Resolution does not request similar exemption from County's portion of ad valorem taxes levied by the Board of County Commissioners (BCC); and

2. City Ordinance #78: Section 78-116 Applicable Taxes: The City authorizes by its Ordinance, exemption of certain County taxes, whereas the **City has no authority to act in such capacity**. Also, Section 78-113, the Definition of the Certificate of Appropriateness (COA) refers to "a written authorization by the County Administrator" (CA), whereas, the CA has no jurisdiction or authorization over administration of City's COA procedure; and

3. The Covenant: The covenant is recommended to be revised in favor not only the City, but also the BCC; and

4. City's HPB action: The action of the City's Historic Preservation Board (HPB) issuing a COA is not included in the application packet submitted to PAO; and

5. Cost of Restoration: The total cost of restoration/renovation is not included in the application packet submitted to PAO. Normally, the BCC would like to see an estimated amount of taxes that they are going to be exempting.

Please note that historic property tax exemption applications must all be completed and submitted to the Pinellas County Planning Department (PCPD) and the PAO. The city's approved application packet is then reviewed by the PCPD and forwarded for BCC's consideration and final approval to meet the PAO submittal deadline of June 1, 2013.

Post June of each year, after receiving the completed tax exemption application, the PAO incorporates the information/exemption for prior year.

Please let me know how I can be of assistance to you in expediting this application.

Thank you;

Marcel Mohseni, CSM

Principal Planner

Pinellas County Department of Strategic Planning & Initiatives

310 Court Street, First Floor

Clearwater, FL 33756

Phone (727) 464-8200

Fax (727) 464-8201

mmohseni@pinellascounty.org

Previous Resolution

2012 - 16

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

Issue Considered: Resolution 2012-16

Date: November 13, 2012

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

Summary of Issue: Margaret Perez, owner of the property located at 104 7th Avenue, requests a historic preservation ad valorem tax exemption for a term of no less than 10 years in the amount of 100% of the increased assessed value of the structure improved according to the Certificate of Appropriateness granted by the Historic Preservation Board in 2010.

Requested Motion: "I move to approve Resolution 2012-16 (read title)"

Attachments: Resolution 2012-16; support documentation

Reviewed by City Manager: _____

RESOLUTION NO. 2012-16

A RESOLUTION BY THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, APPROVING A HISTORIC PROPERTY TAX EXEMPTION FOR THE PROPERTY LOCATED AT 104 7TH AVENUE, A CONTRIBUTING STRUCTURE WITHIN THE PASS-A-GRILLE NATIONAL REGISTER HISTORIC DISTRICT AND A LOCALLY DESIGNATED HISTORIC RESOURCE; APPROVING THE EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of the City of St. Pete Beach is the governing body of the City of St. Pete Beach; and

WHEREAS, The City Commission values the historic resources located in the City; and

WHEREAS, the protection of such historic resources is in the public interest of the City and its citizens; and

WHEREAS, the adopted Comprehensive Plan of the City of St. Pete Beach encourages the preservation of historic resources; and

WHEREAS, The City was designated by the State of Florida as a Certified Local Government in 2005; and

WHEREAS, The City Commission adopted the Historic Preservation Ordinance (Section 28 of the Land Development Code) in 2006; and

WHEREAS, The City adopted a Historic Preservation Tax Exemption Ordinance in 2004 (Chapter 74 of the Code of Ordinances); and

WHEREAS, the owner of the property received a Certificate of Appropriateness granted by the Historic Preservation Board on February 4th, 2010 for the exterior modifications to the structure;

WHEREAS, the owner has completed the work as approved by the Historic Preservation Board.

Now therefore, be it resolved by the City Commission of the City of St. Pete beach, Florida, hereby:

1. The improvements to the property at 104 7th Avenue meet the criteria for ad valorem tax exemption as described in Chapter 74 of the Code of Ordinances, and
2. Approves a historic property tax exemption for a period of 10 years from January 1, 2013, to December 31, 2023 for the improvements to the property at 104 7th Avenue

subject to receipt of a recorded covenant within 30 days of City Commission Approval,
and

3. Approves and authorizes the Mayor to sign and execute the historic preservation tax exemption covenant.

Exterior Improvements:

- Replace deteriorated windows;
- Replace deteriorated shingle and lap siding;
- Replace roof;
- Remove porch enclosure and replace with porch railing;
- Move structure 5 feet to the east off the side property line;
- Add a small addition to rear 2nd story.

STEVE MCFARLIN, MAYOR

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

Rebecca Haynes, City Clerk

Page Two - Historic Preservation Property Tax Exemption Application

Property Identification Number 193216589320070070

Property Address 104 7th Avenue St. Pete Beach, Florida 33706

4. Owner Attestation: I hereby attest that the information I have provided is, to the best of my knowledge, correct, and that I own the property described above or that I am legally the authority in charge of the property. Further, by submission of this Application, I agree to allow access to the property by representatives of the Division of Historical Resources or the Local Historic Preservation Office, where such office exists, and appropriate representatives of the local government from which the exemption is being requested, for the purpose of verification of information provided in this Application. I also understand that, if the requested exemption is granted, I will be required to enter into a Covenant with the local government granting the exemption in which I must agree to maintain the character of the property and the qualifying improvements for the term of the exemption.

Margaret Perez Margaret Perez 10/05/12
Name Signature Date

Complete the following if signing for an organization or multiple owners:

Title Organization name

5. Description of Physical Appearance:

(To be completed only for properties in historic or archaeological districts):

5. Description of Physical Appearance: One and 1/2 story frame vernacular; lap siding on 1st story; cedar shingles on 1/2 story shed dormer. (lap siding covered w/ asbestos shingles)
Style is based on New England "Salt Box"

Date of Construction 1920 Date(s) of Alteration(s) 2011

Has building been moved? (☒) Yes () No If so, when? yes. 2011 - same site, moved 5 feet to east, off side property line.

6. Statement of Significance:
Noted for its scale and materials.

Page Three – Historic Preservation Property Tax Exemption Application

Property Identification Number 193216589320070070

Property Address 104 7th Avenue St. Pete Beach, Florida

7. Photographs and maps:

Attach photographs and maps to application.

Please see attachments:

1. photo of property prior to rehabilitation
2. photo of property post rehabilitation
3. map of property



Figure 1: 104 7th Avenue prior to rehabilitation, July 2011



Figure 2: 104 7th Avenue after rehabilitation, August 2012

Historic Preservation Property Tax Exemption Application

Part 2 – Description of Improvements

(To be completed by all applicants):

Complete the blocks below. Include site work, new construction, alterations, etc.

Property Identification Number 193216589320070070Property Address 104 7th Ave St Pete Beach, Florida**Feature 1**Feature SidingApprox. date of feature 1920

Describe existing feature and its condition:

Cedar shake shingles
above 1st story;
Poor condition

Photo no. _____ Drawing no. _____

Describe work and impact on existing feature:

Replacement shingles:
Cementitious, similar
profile of existing.
Limited impact to
structure

Feature 2Feature Siding

Approx. date of feature _____

Describe existing feature and its condition:

Original lap siding
extant

Photo no. _____ Drawing no. _____

Describe work and impact on existing feature:

Asbestos siding removed and cementitious
siding added.

Asbestos siding is inappropriate and new
siding is more appropriate.

Feature 3Feature WindowsApprox. date of feature 1920

Describe existing feature and its condition:

Photo no. _____ Drawing no. _____

Describe work and impact on existing feature:

Deteriorated windows removed and
replaced with 1/1 single hung custom
windows. Little impact to structure.

Page Five – Historic Preservation Property Tax Exemption Application

Property Identification Number 193216589320070070

Property Address 104 7th Avenue

Feature 4

Feature Roof

Approx. date of feature unknown

Describe existing feature and its condition:

Original shingles extant.

Photo no. _____ Drawing no. _____

Describe work and impact on existing feature:

Remove deteriorated shingles, replace with new shingles.

Little impact to structure; original shingles were not there.

Feature 5

Feature Enclosed porch

Approx. date of feature _____

Describe existing feature and its condition:

Original porch railing extant

Photo no. _____ Drawing no. _____

Describe work and impact on existing feature:

Original open porch had been enclosed; Alteration includes removing enclosure and adding porch railing.

No negative impact to structure.

Feature 6

Feature _____

Approx. date of feature _____

Describe existing feature and its condition:

Photo no. _____ Drawing no. _____

Describe work and impact on existing feature:

Page Seven - Historic Preservation Property Tax Exemption Application

Property Identification Number 193216589320070070

Property Address 104 7th Avenue St. Pete Beach, Florida 33706

Property Use(s) Considered by Applicant(s)

1. Use(s) before improvement: Two-family residential

2. Proposed use(s) after improvement: Single family residential

Special Use Exemption: Complete and file application for exemption under s. 196.1998, F.S. (property occupied by a governmental agency or non-profit organization and regularly open to the public)

NOTE: Applicants should check with local officials to determine whether or not the exemption program offered by their municipal government and/or county allows the special exemption provided by s. 196.1998, F.S.

1. Identify the governmental agency or non-profit organization that occupies the building or archaeological site:
N/A

2. How often does this organization or agency use the building or archaeological site? _____

3. For buildings, indicate the total useable area of the building in square feet. (For archaeological sites, indicate the total area of the upland component in acres) _____ square feet() acres()

4. How much area does the organization or agency use? _____ square feet() acres()

5. What percentage of the usable area does the organization or agency use? _____ %

6. Is the property open to the public ()Yes ()No If so, when? _____

7. Are there regular hours? ()Yes ()No If so, what are they? _____

8. Is the property also open by appointment? ()Yes ()No

9. Is the property open only by appointment? ()Yes ()No

PART 1 APPLICATION REVIEW
For Local Historic Preservation Office or Division Use Only

Property Identification Number 193216589320070070

Property Address 104 7th Avenue

The (X) Local Preservation Office () Division has reviewed the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

- ☒ Certifies that the above referenced property qualifies as a historic property consistent with the provisions of s. 196.1997 (11), F.S.
- () Certifies that the above referenced property does not qualify as a historic property consistent with the provisions of s. 196.1997 (11), F.S.
- () Certifies that the above referenced property qualifies for the special exemption provided under s. 196.1998, F.S., for properties occupied by non-profit organizations or government agencies and regularly open to the public.
- () Certifies that the above referenced property does not qualify for the special exemption provided under s. 196.1998, F.S.

Review Comments: _____

Additional Review Comments attached? Yes() No()

Signature

Catharine M. Hartley

Typed or printed name:

Catharine Hartley

Title:

Senior Planner

Date

9/11/12

PART 2 APPLICATION REVIEW
For Local Historic Preservation Office or Division Use Only

Property Identification Number 193216589320070070Property Address 104 7th Avenue St. Pete beach, Florida 33706

The (X) Local Preservation Office () Division has reviewed the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

- ☒ Determines that improvements to the above referenced property **are consistent** with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the criteria set forth in Chapter 1A-38, F.A.C.
- () Determines that improvements to the above referenced property **are not consistent with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings**, and the criteria set forth in Chapter 1A-38, F.A.C. All work not consistent with the referenced Standards, Guidelines and criteria are identified in the Review Comments. *Recommendations to assist the applicant in bringing the proposed work into compliance with the referenced Standards, Guidelines and criteria are provided in the Review Comments.*

Review Comments: _____

Additional Review Comments attached? Yes() No()

Signature

Typed or printed name:

Title:

Date

Catherine M. Hartley
Catherine Hartley
Senior Planner
9/11/12

Historic Preservation Property Tax Exemption Application
Part 3 – Request for Review of Completed work

Upon completion of the restoration, rehabilitation or renovation, return this form with photographs of the completed work (views of site improvements, exterior and interior work for buildings) to the Division of Historical Resources or the Local Historic Preservation Office, as applicable. These photographs must provide a comprehensive description of the completed work. They should be the same views as the *before* photographs included in Part 2 of the application. Type or print clearly in black ink. The final recommendation of the Division of Historical Resources or the Local Historic Preservation Office, as applicable, with respect to the requested historic preservation property tax exemption is made on the basis of the descriptions in this Request for Review of Completed Work.

1. Property identification and location:

Property Identification Number: 193216589320070070

Address of property: Street 104 7th Avenue

City St. Pete Beach County Pinellas Zip Code 33706

2. Data on restoration, rehabilitation, or renovation project:

Project starting date _____ Project completion date: _____

Estimated cost of entire project: \$ _____

Estimated costs attributed solely to work on historic buildings or archaeological site: \$ _____

3. Owner Attestation: I hereby apply for the historic preservation property tax exemption for the restoration, rehabilitation or renovation work described above and in Part 2 of the Historic Preservation Property Tax Exemption Application (Application) submitted for this project. I attest that the information provided is, to the best of my knowledge, correct, and that in my opinion the completed project conforms to The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and is consistent with the work described in Part 2 of the Application. I also attest that I am the owner of the property described above or, if the property is not owned by an individual, that I am the duly authorized representative of the owner. Further, by submission of this Application and Request for Review of Completed Work (Request), I agree to allow access to the property by representatives of the Division of Historical Resources or the Local Historic Preservation Office, where such office exists, and appropriate representatives of the local government from which the exemption is being requested, for the purpose of verification of information provided in the Application and this Request. I understand that, if the requested exemption is granted, I will be required to enter into a Covenant with the local government granting the exemption in which I must agree to maintain the character of the property and the qualifying improvements for the term of the exemption. I also understand that falsification of factual representations in this Application or Request is subject to criminal sanctions pursuant to the Laws of Florida.

Margaret Perez Margaret Perez 10/05/12
Name Signature Date

Complete the following if signing for an organization or multiple owners (See next page for additional owners):

Title _____ Organization name _____

Mailing Address _____

City _____ State _____ Zip Code _____

Daytime Telephone Number () _____

Page Eleven – Request for Review of Completed Work

List Additional Owners:

Name _____

Street _____

City _____ State _____ Zip Code _____

Name _____

Street _____

City _____ State _____ Zip Code _____

Name _____

Street _____

City _____ State _____ Zip Code _____

If there are additional owners, provide the indicated information for each on a separate sheet of paper.

REVIEW OF COMPLETED WORK
For Local Historic Preservation Office or Division Use Only

Property Identification Number 193216589320070070

Property Address 104 7th Avenue

The (X) Local Historic Preservation Office () Division has reviewed Part 3 (Request for Review of Completed Work) of the Historic Preservation Property Tax Exemption Application for the above named property and hereby:

☒ Determines that the completed improvements to the property are consistent with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and other criteria set forth in Chapter 1A-38, F.A.C., and, therefore, recommends approval of the requested historic preservation tax exemption.

() Determines that the completed improvements to the above referenced property are not consistent with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and other criteria set forth in Chapter 1A-38, F.A.C., and, therefore, recommends denial of the requested historic preservation tax exemption for the reasons stated in the Review Comments below.

Review Comments: Improvements consistent with
Certificate of Appropriateness granted by
Historic Preservation Board 2/2010.

Page Twelve – Request for Review of Completed Work

Additional Review Comments attached? Yes() No ☒

Signature

Catherine M. Hartley

Typed or printed name:

Catherine Hartley

Title:

Senior Planner

Date

9/11/12



PAM DUBOV, CFA, CAE

Pinellas County Property Appraiser

www.pcpao.org

pam@pcpao.org

PEREZ, MANUEL III
11204 HIDDEN VALLEY DR
TAMPA FL 33618-5331

28 Aug 2012

19-32-16-58932-007-0070

104 7TH AVE ST PETE BEACH 33706-

For the purpose of applying for a building permit, the value of the structure(s) on the referenced parcel is \$13,606, the value of the extra features is \$816, and the value of the land is \$261,120. These values are the Just Values prepared for property tax purposes, which differ from replacement cost values.

\$14,422

This value is effective as of the 2012 Preliminary Property Value Roll and does not include the value of any improvements completed after January 1st of 2012. Extra Feature values include improvements such as screen porches, patios, fences, pools, fireplaces or docks, etc.

This information is provided solely for the purpose of satisfying requirements pursuant to Florida Statute 553.844: Windstorm loss mitigation; requirements for roofs and opening protection. It is invalid for any other purpose.

☒ **MAIN BRANCH- COURTHOUSE**
315 Court St. - 2nd Floor
Clearwater, FL 33756
MAIL: PO Box 1957
Clearwater, FL 33757
TEL: (727) 464-3207
FAX: (727) 464-3448
HEARING IMPAIRED: (727) 464-3370

EXEMPTIONS:

TEL: (727) 464-3294
FAX: (727) 464-3408

COMMERCIAL APPRAISALS:
TEL: (727) 464-3284

RESIDENTIAL APPRAISALS:
TEL: (727) 464-3643 (CW)

☐ **NORTH COUNTY**

29269 US Highway 19 N
Clearwater, FL 33761
TEL: (727) 464-8780
FAX: (727) 464-8794

☐ **TYRONE (SOUTH)**

1800 66TH St. N
St. Petersburg, FL 33710
TEL: (727) 582-7652
FAX: (727) 582-7610

☐ **MID-COUNTY**

CUSTOMER SERVICE CENTER - WALK-IN
13025 Starkey Rd., Largo (Tax Collector)
TANGIBLE PERSONAL PROPERTY
TPP TEL: (727) 464-8484
TPP FAX: (727) 464-8488
MAIL: PO Box 1957 - Clearwater, FL 33757

Application for Local Historic Designation

General Information:

Site Name (Property Name): 104 7th Avenue

Site Address: 104 7th Avenue St Pete Beach, FL 33706

Legal Description: See attached Legal Description

Florida Site File Number (if applicable): PI 11272

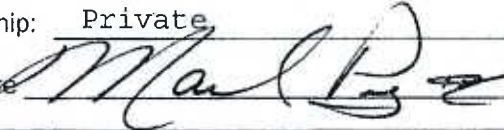
Florida Site File Recorder:
(Name and Title, if applicable): Gladys Cook Historic Preservation Consultants, Inc.

Property Owner(s): Manuel Perez III

Owner Address: 11204 Hidden Valley Drive Tampa, FL 33618-5331

Type of Ownership: Private

Owner Signature



Conditions of Site

Check One

- ☐ Excellent
☐ Good
☒ Fair
☐ Poor

Integrity of Site

Check One or More

- ☐ Altered
☐ Unaltered
☒ Original Use
☐ Restored Use
☐ Moved/Date

Original Use

Residential

Present Use

Residential

Period

1920

Significance:

This frame vernacular residence built in Pass-a-Grille in 1920 had wood drop siding on the first floor and cedar shingles on the second floor. Existing windows are 1/1 double hung, 6 pane casement and single pane casement. The building has a gable roof with a large shed dormer on the front. This building is typical of Pass-a-Grille residences, the style is based on a New England Salt Box. The building is significant for its scale and materials and is a contributing structure to the Pass-a-Grille National Register Historic District.

Building Information:

Site Name: 104 7th Avenue Pass-a-Grille

Architect: Unknown

Builder: Unknown

Style and/or Period (include year of construction): Frame Vernacular, Constructed 1920

Floor Plan (layout & organization): Rectangular with rear addition

Exterior Fabric (major exterior materials): Wood Drop Siding, Wood Shingles

Structural System(s) (bearing wall, post and beam): Concrete piers, wood framing

Porches (yes/no; location): Yes, Enclosed Front and Screened Rear

Orientation (front door direction): North

Foundation System (slab on grade, crawl space, basement...): Concrete Piers / Crawl Space

Roof Type (hip, gable, gambrel, mansard, flat): Hip with Large Shed Dormer

Secondary Roof Structure: Shed

Roof Surface (roofing material): Asphalt Shingles

Window Type (double-hung, casement, awning, jalousie): Double Hung, 6 Pane Casement and
Single Pane Casement

Ornamentation – Exterior: Decorative Cedar Shingles

Chimney (yes/no, location): 1 Existing, to be removed.

Number of Stories: 2

Number of Dormers: 1 Existing, 1 New

Outbuildings (accessory buildings): None

(If the outbuilding is a part of the application for Local Historic Designation, please provide separate Building Information sheet(s) for those structures.)

Surroundings (location, site amenities, landscape elements):

Located within Pass-a-Grille National Register Historic District

the building is the only thing located on its small residential

site. The site is surrounded by residential buildings of a similar

age and scale.

Legal Description - 104 7th Avenue, St. Pete Beach

Lot 7, Block 7, Morey Beach, according to the Map or Plat thereof as recorded in Plat Book 1, Page 102, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part.



CITY OF ST. PETE BEACH

Application for Certificate of Appropriateness

FOR OFFICE USE ONLY			
Date	<u>1/22/10</u>	Application Number	<u>2010 0002</u>
Bldg. Permit No.	<u>n/a</u>	Date	_____
Other	_____		
PIN:	<u>193210589320070070</u>		

GENERAL INFORMATION (filled out by applicant)

Owner: Manuel Perez III

Representative: Renker Eich Parks Architects

11204 Hidden Valley Drive

1609 Dr M L King Jr St N

Tampa, FL 33618

St. Petersburg, FL 33704

813-961-1421

727-821-2986

Phone _____

Phone _____

Property Address and Legal Description

104 7th Avenue, St. Pete Beach, FL 33706 – Lot 7, Block 7, Morey Beach, according to the Map or Plat thereof as recorded in Plat Book 1, Page 102, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part.

Is the property part of a previously approved development proposal?

☐ Yes

☒ No

If yes, provide the case number _____

TYPE OF ACTIVITY

New

Construction

Addition

Demolition

Rehabilitation

Relocation

☒

☒

Explain what changes will be made and how they will be accomplished. Submit detailed plans and elevation drawings and specifications to support the written description.

Circa 1920 Historic house to be relocated 5' to the east on the existing lot in order to resolve situation where a small portion of the house is located on the adjacent lot and to meet current side setback requirement. 1940s era exterior stair on the east side of the building to be removed. Enclosed front porch to be opened, with a new porch railing. Removal of existing 1940s asbestos board siding on first floor portion, replace with Hardi Plank lap siding. Repair /replacement existing wood shingle siding on second floor of the building. Rear addition to be extended to the west, approximately 5 feet. Addition of dormer on rear of the house to match the front and provide additional living area. Windows replaced to match existing types: 1/1 single hung sash windows, single pane casement with applied grid and single pane casement.

Please describe proposed building materials and manufacturers of materials. Attach product brochure if available.

Example: Windows- Jeldwen "Tradition Plus" wood clad, double hung, 2/2 divided lite

Exterior material/siding Remove asbestos siding, replace with Hardi Plank lap siding first floor/ Repair or replace existing Wood Shingles second floor
Windows WindPact Plus Coastal Series Vinyl 1/1 Single Hung, Single Pane Casement w applied grid to match the existing 6 Lite pattern, Single Pane Casement, series of casements at the rear porch
Doors Exterior Doors: Existing 1 Glass Lite over 3 Panel Wood Door
Roofing New Asphalt Shingles
Entrances/Porches Open Front Porch with new railing. See attached drawing for details. Back porch enclosed, existing screen windows to be replaced with casement windows.

Owner Attestation: The information on this application represents an accurate description of the proposed work and the undersigned has omitted nothing which might affect the decision of the Historic Preservation Board. The undersigned hereby certifies that the project described in this application, as detailed by plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that approval of this application by the Historic Preservation Board in no way constitutes approval of building permit or other required City permit approvals.


Applicant (owner of property) signature

1/20/2010
Date



Community Development Department
155 Corey Avenue
727.363.9265
email: c.hartley@stpetebeach.org

VARIANCE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

M.P. I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

M.P. On all variances, a majority vote is required. Action on this application by the Historic Preservation Board may be continued to a later meeting.

M.P. I understand that if a variance is approved by the Historic Preservation Board, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the Board becomes voided.

M.P. I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

M.P. I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

M.P. I understand that, if a variance from Article V of Chapter 98 (Flood Hazard Mitigation) of the Code of Ordinances is approved, that:

- (1) The variance will not preclude the structure's continued designation as a historic structure.
- (2) The variance is the minimum necessary to preserve the historic character and design of the original structure.

After acknowledgement of these conditions, complete the application form on the next page.


Signature of Applicant/Authorized Agent and Date

VARIANCE APPLICATION

Case Number: 2010 0002

APPLICANT/AGENT:

Name: Renker Eich Parks Architects

Address: 1609 Dr M L King Jr St N

City: St Petersburg State: FL

Zip: 33704 Phone: 727-821-2986

PROPERTY OWNER:

Name: Manuel Perez III

Address: 11204 Hidden Valley Dr

City: Tampa State: FL

Zip: 33618 Phone: 813-961-1421

PROPERTY:

Address: 104 7th Ave St Pete Beach, FL 33706

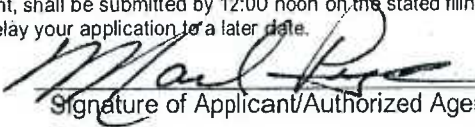
Parcel ID: 19-32-16-58932-007-0070

Current Zoning: RLM-2 Current Land Use: RM Lot Area: 4800 Sq Ft

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

Variance from the substantial improvement regulations of Article V
of Chapter 98 of the Code of Ordinances as this structure is
designated as Historic.

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


Signature of Applicant/Authorized Agent and Date

For office use only:

Hearing Date: _____ Fees: _____

Board Action Taken: ☐ Approved as requested ☐ Approved with conditions ☐ Denied
☐ Continued

Sec. 28.16. Variance from floodplain management regulations.

(a) Any alteration or addition to an historic structure, designated pursuant to this division, shall be eligible to request variance from the substantial improvement and/or substantial damage regulations in Article V of Chapter 98 of the Code of Ordinances, as provided in this section if:

(1) The structure was designated by the city at the time the city was a certified local government; and

(2) The structure is listed on the National Register of Historic Places; or

(3) The structure is certified by the Secretary of the Interior of the United States as a contributing property; or

(4) The structure is listed on the State of Florida Inventory of Historic Places.

(b) The historic preservation board may grant a variance as provided in subsection (a) hereof, at a public hearing, subject to the requirements of sections 28.22 and 28.23 of this division, upon a finding that:

(1) The variance will not preclude the structure's continued designation as a historic structure.

(2) The variance is the minimum necessary to preserve the historic character and design of the original structure.

(Ord. No. 2006-01, § 1, 1-24-06)



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

I/WE **Manuel Perez III**
(print name of property owner)

hereby authorize **Renker Eich Parks Architects**
(print name of agent)

to represent me/us in an application for **Historic Preservation Variance and Certificate of Appropriateness for property located at 104 7th Avenue, St. Pete Beach, Florida 33706**
(type of application: variance, land use, zoning, etc)


Signature of owner

Manuel Perez III
Print name of owner

Signature of owner

Print name of owner

The foregoing instrument was acknowledged before me this 28th day
of December 2009, by Manuel Perez III who
is personally known or produced _____ as
identification.



(Notary Signature)

My commission expires July 5, 2010



12-28-09

(Date)



CITY OF ST. PETE BEACH

In Re Application of:
Manny Perez
104 7th Avenue
St. Pete Beach, Florida 33706

HISTORIC PRESERVATION BOARD DEVELOPMENT ORDERS Case No. #2011-0001

Pursuant to Section 28.16 of the LDC the Historic Preservation Board reviewed the application for a variance from Chapter 98, Article V of the Code of Ordinances floodplain management regulations.

Address: 104 7th Avenue
Legal Description: Lot 7 Block 7 Morey Beach Subdivision

IT IS HEREBY ORDERED:

1. A Variance from Article V, Chapter 98 of the Code of Ordinances from the substantial improvement requirements for a designated historic structure is **APPROVED**.

Any variance granted shall expire one (1) year from the date of the Development Order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.

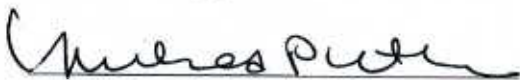
Any person aggrieved by this order may appeal the order to the circuit court on or before thirty (30) days from the date of the order.

Pursuant to 44 CFR CH 1 Section 60.6, the City is required to notify the applicant that:

- i. "The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and
- ii. (ii) such construction below the base flood level increases risks to life and property."

**HISTORIC PRESERVATION BOARD
DEVELOPMENT ORDERS
Case No. #2011-0001**

(pg. 2 of 2)


Melinda Pletcher
Chairman

3/3/11

Date

RESIDENTIAL SUMMARY APPRAISAL REPORT

File No.: R1208049

Property Address: 104 7th Ave		City: St. Pete Beach		State: FL		Zip Code: 33706	
County: Pinellas		Legal Description: Morey Beach Block 7, Lot 7					
Assessor's Parcel #: 19-32-16-58932-007-0070		Tax Year: 2011		R.E. Taxes: \$ 6,321		Special Assessments: \$ NoneKnown	
Current Owner of Record: PEREZ, Manuel III Estate		Occupant: ☒ Owner ☐ Tenant ☐ Vacant ☐ Manufactured Housing					
Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)		HOA: \$		per year ☐ per month ☐			
Market Area Name: Pass-A-Grille		Map Reference: 32-16-19		Census Tract: 0280.02			
The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)							
This report reflects the following value (if not Current, see comments): ☐ Current (the Inspection Date is the Effective Date) ☒ Retrospective ☐ Prospective							
Approaches developed for this appraisal: ☒ Sales Comparison Approach ☒ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)							
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)							
Intended Use: The intended use is to assist the client by estimating the market value of the property as it is an asset of an estate, and for a financial matter relating to the property's historical designation.							
Intended User(s) (by name or type): Margaret Perez							
Client: Margaret Perez		Address: 11204 Hidden Valley Dr, Tampa, FL 33618					
Appraiser: Tom Hockensmith, SRA, Cert Res RD1405		Address: 1100 16th Street N, St. Petersburg, FL 33705					
Location: ☐ Urban ☒ Suburban ☐ Rural		Predominant Occupancy		One-Unit Housing		Present Land Use	
Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25%		☒ Owner		PRICE (\$000)		One-Unit 75 % ☒ Not Likely	
Growth rate: ☐ Rapid ☒ Stable ☐ Slow		☐ Tenant		AGE (yrs)		2-4 Unit 5 % ☐ Likely * ☐ In Process *	
Property values: ☐ Increasing ☒ Stable ☐ Declining		☒ Vacant (0-5%)		125 Low New		Multi-Unit 5 % * To:	
Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply		☐ Vacant (>5%)		4M+ High 80		Comm'l 15 %	
Marketing time: ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.				500 Pred 45			
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The overall St. Pete Beach neighborhood is residential in nature, consisting primarily of one to three level homes, with many being waterfront. Commercial use including some large hotels is primarily on Gulf Blvd, the major north/south road of the this beach community. Property maintenance is generally average to good. The subject is located in the Pass-A-Grille area of St. Pete Beach. This appealing area generally has the highest values of the beach communities of southern Pinellas County.							
The Pinellas MLS median SF sale price from 6/12 was 2% higher than that of one year earlier. There are a few positive market factors including significantly decreasing inventory as well as some price stability/increase evident in some markets in 2011/12.							
Dimensions: 48 x 100 Site Area: 4,800 Sq.Ft. ☐ Corner Lot ☐ Cul de Sac							
Zoning Classification: RLM-2		Description: Residential Low Medium		Topography: Basically level		Size: Average	
Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning				Shape: Rectangular		Drainage: Appears adequate	
Utilities: Public ☒ Other ☐		Off-site Improvements		Public ☒ Private ☐		View: Residential	
Electricity ☒		Street Asphalt				Landscaping: Average	
Gas ☐		Curb/Gutter Concrete					
Water ☒		Sidewalk Yes					
Sanitary Sewer ☒		Street Lights Yes					
Storm Sewer ☒		Alley Yes					
FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE		FEMA Map # 12103C0286G		FEMA Map Date 09/03/2003			
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)		Actual Use as of Effective Date: Single Family Home Use as appraised in this report: Same					
Summary of Highest & Best Use: The subject property consists of a single family home in a residential area. The highest and best use of the property is continued use as the current use.							
Site Comments: There are no known adverse easements or encroachments. The subject is near the middle of its block, 1/2 block away from the beach/Gulf, and 1/2 block away from the Intracoastal Waterway.							
General Description		Exterior Description		Foundation		Basement ☒ None	
# of Units One ☐ Acc. Unit		Foundation Conc, CB		Slab No		Area Sq. Ft. N/A	
# of Stories Two		Exterior Walls FR/Hardl		Crawl Space Yes		% Finished	
Type ☒ Det. ☐ Att. ☐		Roof Surface Shingle		Basement N/A		Ceiling	
Design (Style) 2 Story		Gutters & Dwnspts. None		Sump Pump ☐		Walls	
☒ Existing ☐ Proposed ☐ Und. Cons.		Window Type Vinyl SH		Dampness ☐		Floor	
Actual Age (Yrs.) 1920		Storm/Screen Screens		Settlement None known		Outside Entry	
Effective Age (Yrs.) 5				Infestation None known			
Interior Description		Appliances		Attic		Amenities	
Floors HW, Tile		Refrigerator ☒ None ☐		Fireplace(s) #		Woodstove(s) #	
Walls Drywall		Range/Oven ☒ Stairs ☐		Patio			
Trim/Finish Wood		Disposal ☐ Drop Stair ☐		Deck			
Bath Floor Tile		Dishwasher ☒ Scuttle ☒		Porch Entry			
Bath Wainscot Tile		Fan/Hood ☐ Floor ☐		Fence			
Doors Wood		Microwave ☒ Heated ☐		Pool			
		Washer/Dryer ☐ Finished ☐					
						Car Storage ☐ None	
						Garage # of cars (4 Tot.)	
						Attach.	
						Detach.	
						Bit-In	
						Carport	
						Driveway 4	
						Surface shell	
Finished area above grade contains: 8 Rooms 3 Bedrooms 3 Bath(s) 1,560 Square Feet of Gross Living Area Above Grade							
Additional features: Entry porch with composite decking, exterior shower, impact windows, cement board siding.							
Describe the condition of the property (including physical, functional and external obsolescence): The subject has been extensively renovated and most surfaces appear as new. The home has new siding, roof, windows, paint, interior drywall, flooring, trim, baths, cabinet. No significant functional or external obsolescence was noted.							

SUMMARY APPRAISAL REPORT

File No.: R1208049

☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 MLS, Pinellas County Tax Assessor (via their website)
 Prior Subject Sale/Transfer: No sale in last three years
 Analysis of Sale/Transfer History: The subject has not sold in the last three years. The subject is not known to be currently listed for sale.
 Source(s): tax roll records
 Date:
 Price:
 Source(s):

SALES COMPARISON APPROACH TO VALUE (If developed)		The Sales Comparison Approach was not developed for this appraisal.			
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	104 7th Ave St. Pete Beach, FL 33706	106 4th Ave St. Pete Beach, FL 33706	105 10th Ave St. Pete Beach, FL 33706	105 12th Ave St. Pete Beach, FL 33706	
Proximity to Subject		0.13 miles S	0.16 miles N	0.26 miles N	
Sale Price	\$	\$ 252,29 /sq.ft.	\$ 414.13 /sq.ft.	\$ 248.59 /sq.ft.	\$ 575,000
Sale Price/GLA					
Data Source(s)	Inspected	Extlnsp/PubRcrds/MLS	Extlnsp/PubRcrds/MLS	Extlnsp/PubRcrds/MLS	
Verification Source(s)	Public Records	ORB 17612-2185	ORB 17397-1432	ORB 17515-1907	
VALUE ADJUSTMENTS		DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.
Sales or Financing					
Concessions	N/A	Conv, no known concessions		Conv, no known concessions	
Rights Appraised	Fee Simple	Fee Simple		Cash, no known concessions	
Date of Sale/Time	As of 7/12	5/12		Fee Simple	
Location	Pass A Grille	Pass A Grille		3/12	
Site	4,800sf/48'	4,100sf/41'		Pass A Grille	
View	Residential	Residential	+7,000	3,999sf/43'	+5,000
Design (Style)	2 Story	3 Story		Residential	
Quality of Construction	Average	Average		2 Story	
Actual Age	1920	Built 1979		Average	
Condition	Good	Avg/Good	+20,000	Built 1952	
Above Grade				Good, St Inferior	+10,000
Room Count	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Gross Living Area	8 3 3	9 3 3		8 3 2	
Basement & Finished	1,560 sq.ft.	2,735 sq.ft.	-58,800	1,316 sq.ft.	-37,700
Rooms Below Grade	None	None		None	
Functional Utility	Average	Average		Average	
Heating/Cooling	Central H/A	Central H/A		Central H/A	
Energy Efficient Items	Typical	Est. Similar		Est. Similar	
Garage/Carport	Open Parking	1 Car Garage	-15,000	Open parking	
Porch/Patio/Deck	Entry Porch	Porches		EP 184sf, Util 80sf	-2,500
		Utility 210sf	-4,000	Brick patio	-1,000
		Pool/Spa, 2 FP	-25,000		
Sale in prior year	none	none		none	
Net Adjustment (Total)					
Adjusted Sale Price of Comparables		\$ -75,800	\$ 23,700	\$ -37,700	
Summary of Sales Comparison Approach		\$ 614,200	\$ 588,700	\$ 537,300	
The four Comps are the most similar and recent sales found in the Pass-A-Grille neighborhood, all having similar proximity to the beach and Intracoastal as the subject.					

The adjusted sale prices (rounded) of the four comparables are \$614K, \$589K, \$537K and \$593K. Considering all data including the overall appeal of this home, being a renovated/rebuilt 2 story home, and considering the current availability in the Pass-A-Grille neighborhood, a rounded upper-range figure of \$610,000 is used as the final value estimate of the Sales Comparison Approach.

Estimated Value by Sales Comparison Approach \$ 610,000

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1/2007

SUMMARY APPRAISAL REPORT

File No.: R1208049

☐ APPROACH TO VALUE (if developed) ☐ The Cost Approach was not developed for this appraisal.	
Provide information for replication of the following cost figures and calculations.	
For the opinion of site value (summary of comparable land sales or other methods for estimating site value): Pass-A-Grille land sales: 108 19th Ave, 108 19th Ave, \$189K, 11/10, \$38psf (bank sale); 107 10th Ave, 7,000sf, \$519K, 2/12, \$74psf; XX 27th Ave, 4,950sf, \$517K, 3/12, \$104psf (superior location, steps to beach access); 404 Pass-A-Grille Way, 5,544sf, \$368K, 4/11, \$66psf (across street from water). Based on these sales, a rounded \$350,000 (\$73psf) is used as the estimated subject site value.	
ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW Source of cost data: Construction costs in our office files Quality rating from cost service: Avg Effective date of cost data: current Comments on Cost Approach (gross living area calculations, depreciation, etc.): Physical depreciation is derived from a standard Marshall & Swift Depreciation Table using an effective age estimate of 5 years and a total life estimate of 60 years (= 4% depreciation). Actual construction costs from files:	OPINION OF SITE VALUE = \$ 350,000 DWELLING 1,560 Sq.Ft. @ \$ 160.00 = \$ 249,600 N/A Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ extras in base price per SF = \$ Garage/Carport Sq.Ft. @ \$ = \$ Total Estimate of Cost-New = \$ 249,600 Less Physical Functional External Depreciation 9,984 = \$(9,984) Depreciated Cost of Improvements = \$ 239,616 "As-is" Value of Site Improvements = \$ 10,000 2 of 3 above pricing is for inland construction; beach area construction is often higher due to additional sub-contractor fees. Estimated Remaining Economic Life (if required): 55 Years INDICATED VALUE BY COST APPROACH = \$ 599,616
INCOME APPROACH TO VALUE (if developed) ☒ The Income Approach was not developed for this appraisal.	
Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach Summary of Income Approach (including support for market rent and GRM): The majority of area homes are purchased by owner occupants and rental income is not a major consideration in the purchase, and therefore the Income Approach is not applicable for this single family home.	
PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.	
Legal Name of Project: N/A Describe common elements and recreational facilities: N/A	
Indicated Value by: Sales Comparison Approach \$ 610,000 Cost Approach (if developed) \$ 599,616 Income Approach (if developed) \$ Final Reconciliation The value of the Sales Comparison Approach is used as the market value estimate. The Cost Approach is supportive. The income Approach is not included in this report.	
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: Value estimate is as of July 15, 2012, for estate purposes. Value estimate is based on the extraordinary assumption that the overall property condition in July 2012 was similar to when viewed on August 24, 2012. ☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 610,000 , as of: July 15, 2012 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
A true and complete copy of this report contains 18 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
Attached Exhibits: ☐ Scope of Work ☒ Limiting Cond./Certifications ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐ Narrative Addendum ☒ Sketch Addendum ☒ Location Map(s) ☐ Flood Addendum ☒ Additional Sales ☐ Cost Addendum ☐ Manuf. House Addendum ☒ Plat Map ☐ Flood Map ☒ Subject Photos ☒ Photos of sales	
Client Contact: E-Mail: APPRaiser	Client Name: Margaret Perez Address: 11204 Hidden Valley Dr, Tampa, FL 33618 SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: Company: Phone: Fax: E-Mail: Date of Report (Signature): License or Certification #: Cert Res RD1405 State: FL Expiration Date of License or Certification: 11/30/2012 Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None Date of Inspection: August 24, 2012
Appraiser Name: Tom Hockensmith, SRA, Cert Res RD1405 Company: Entren Associates Phone: (727) 894-1800 x212 Fax: E-Mail: thockensmith@fl-valuation.com Date of Report (Signature): August 27, 2012 License or Certification #: Cert Res RD1405 State: FL Expiration Date of License or Certification: 11/30/2012 Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None Date of Inspection: August 24, 2012	

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SUBJECT		COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
104 7th Ave St. Pete Beach, FL 33706		109 3rd Ave St. Pete Beach, FL 33706								
Distance to Subject		0.15 miles S								
Sale Price		\$ 615,000			\$			\$		
Sale Price/GLA		/sq.ft. \$ 287.39 /sq.ft.			/sq.ft. \$			/sq.ft. \$		
Data Source(s)		Inspected			Extinsp/PubRcrds/MLS					
Verification Source(s)		Public Records			ORB 17510-1620					
VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION			DESCRIPTION		
Sales or Financing		Conv, no known concessions								
Concessions		N/A								
Rights Appraised		Fee Simple			Fee Simple					
Date of Sale/Time		As of 7/12			2/12					
Location		Pass A Grille			Pass A Grille					
Site		4,800sf/48'			4,100sf/41'			+7,000		
View		Residential			Residential					
Design (Style)		2 Story			Ranch/Apt, 2 Story					
Quality of Construction		Average			Average					
Actual Age		1920			Built 1954					
Condition		Good			Good, SI Inferior			+10,000		
Above Grade		Total	Bdms.	Baths	Total	Bdms.	Baths	Total	Bdms.	Baths
Room Count		8	3	3	9	4	3			
Gross Living Area		1,560 sq.ft.			2,300 sq.ft.			-37,000		
Basement & Finished										
Rooms Below Grade		None			None					
Functional Utility		Average			Average					
Heating/Cooling		Central H/A			Central H/A					
Energy Efficient Items		Typical			Est. Similar					
Garage/Carport		Open Parking			1 Car Carport			-2,500		
Porch/Patio/Deck		Entry Porch			Patios, utility					
Sale in prior year		none			none					
Net Adjustment (Total)					+ - \$ -22,500			+ - \$		
Adjusted Sale Price of Comparables					\$ 592,500			\$		

Summary of Sales Comparison Approach

Work, Assumptions, & Limiting Conditions

File No.: R1208049

Address: 104 7th Ave

City: St. Pete Beach

State: FL

Zip Code: 33706

Margaret Perez

Address: 11204 Hidden Valley Dr, Tampa, FL 33618

Tom Hockensmith, SRA, Cert Res RD1405

Address: 1100 16th Street N, St. Petersburg, FL 33705

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

— The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

— If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an Identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

— The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

— If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

— The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

— The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

— The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

— If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

— An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

— The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

— An appraisal of real property is not a "home inspection" and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

In preparing this appraisal, I have personally inspected both the interior and exterior of the subject property, and have noted the characteristics of the property that are considered relevant to its valuation. I have researched market data for use in a Sales Comparison Approach. I have done research for comparable sale properties in both public records and in our local MLS system. The properties that were considered similar in their physical characteristics and location are viewed from the exterior (street), and those that are most similar are used as comparables in the attached form report. Verification of sales is done with combinations of their tax roll records and MLS, and in some instances, conversations with either the listing or selling Realtors and buyers/sellers.

ions		File No.: R1208049	
Address: 104 7th Ave	City: St. Pete Beach	State: FL	Zip Code: 33706
Appraiser: Margaret Perez		Address: 11204 Hidden Valley Dr, Tampa, FL 33618	
Client: Tom Hockensmith, SRA, Cert Res RD1405		Address: 1100 16th Street N, St. Petersburg, FL 33705	

KAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: _____		Client Name: Margaret Perez	
E-Mail: _____		Address: 11204 Hidden Valley Dr, Tampa, FL 33618	
APPRAISER  Appraiser Name: Tom Hockensmith, SRA, Cert Res RD1405 Company: Entreken Associates Phone: (727) 894-1800 x212 Fax: _____ E-Mail: thockensmith@fi-valuation.com Date Report Signed: August 27, 2012 License or Certification #: Cert Res RD1405 State: FL Expiration Date of License or Certification: 11/30/2012 Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None Date of Inspection: August 24, 2012		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date Report Signed: _____ License or Certification #: _____ State: _____ Expiration Date of License or Certification: _____ Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None Date of Inspection: _____	

GP RESIDENTIAL

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1/2007

1A

File No. R1208049

104 7th Ave
St. Pete Beach

County Pinellas

State FL

Zip Code 33706

RAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☐ Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- Unless otherwise indicated, I have performed no services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

As of the date of the appraisal, Tom Hockensmith, SRA, has completed the requirements of the continuing education program of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The estimated exposure and marketing periods are estimated at 3-6 months each.

APPRAISER:

Signature: 
Name: **Tom Hockensmith, SRA, Cert Res RD1405**
Designation:
Date Signed: **August 27, 2012**
State Certification #:
or State License #: **Cert Res RD1405**
State: **FL**
Expiration Date of Certification or License: **11/30/2012**

Effective Date of Appraisal: **July 15, 2012**

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Designation: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____
Supervisory Appraiser inspection of Subject Property:
☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior

Building Sketch

Agent	N/A		
Address	104 7th Ave	County	Pinellas
	St. Pete Beach	State	FL
		Zip Code	33706
Alder			



Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	908.2	1559.8
	Second Floor	651.6	
P/P	Entry Porch	211.2	211.2
Net LIVABLE Area		(Rounded)	1560

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			908.2
26.4	x	34.4	
Second Floor			88.8
6.0	x	14.8	
14.4	x	32.0	
6.0	x	17.0	102.0
4 Items		(Rounded)	1560

Subject Photo Page

at	N/A
Address	104 7th Ave St. Pete Beach
County	Pinellas
State	FL
Zip Code	33706

Subject Front

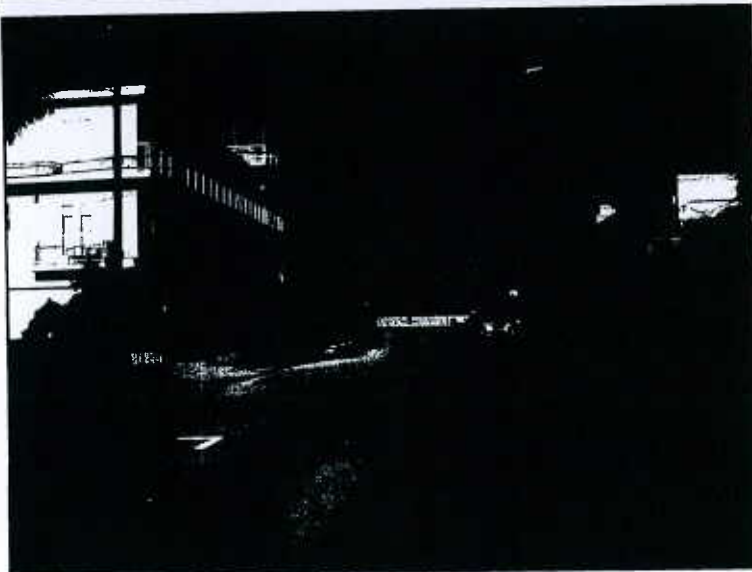
104 7th Ave
Sales Price
GLA 1,560
Total Rooms 8
Total Bedrms 3
Total Bathrms 3
Location Pass A Grille
View Residential
Site 4,800sf/48'
Quality Average
Age 1920



Subject Rear



Subject Street

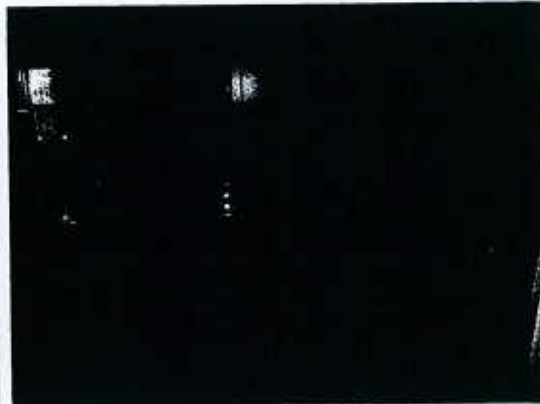


Photograph Addendum

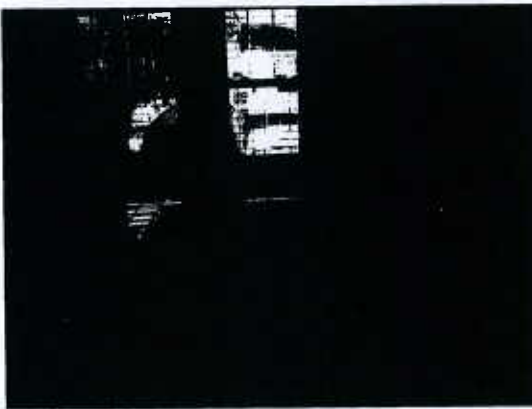
ent	N/A		
address	104 7th Ave		
	St. Pete Beach	County Pinellas	State FL Zip Code 33706



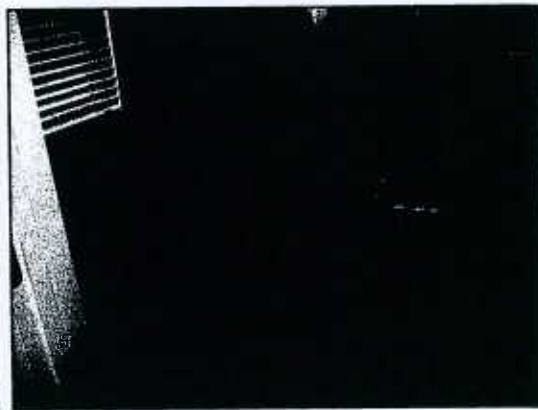
kitchen



kitchen



laundry room



bath



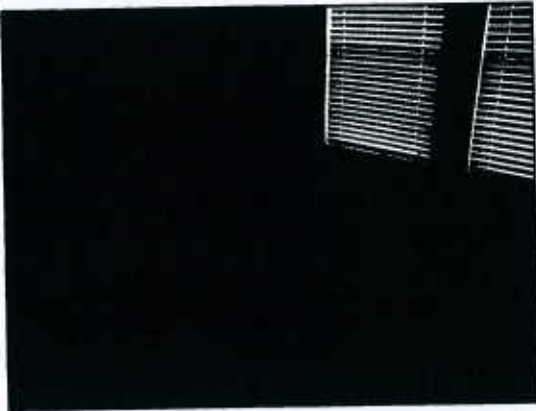
bath



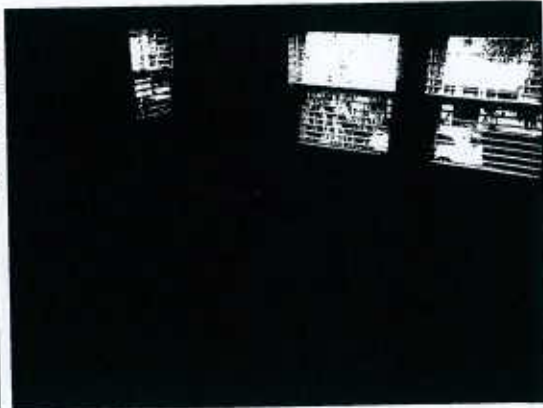
bedroom

Photograph Addendum

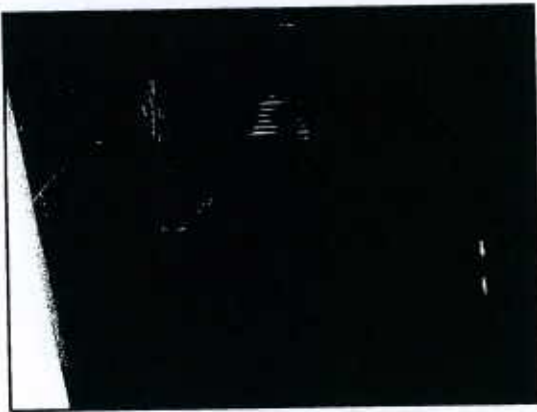
Unit	N/A		
Address	104 7th Ave		
	St. Pete Beach	County Pinellas	State FL Zip Code 33706



bedroom



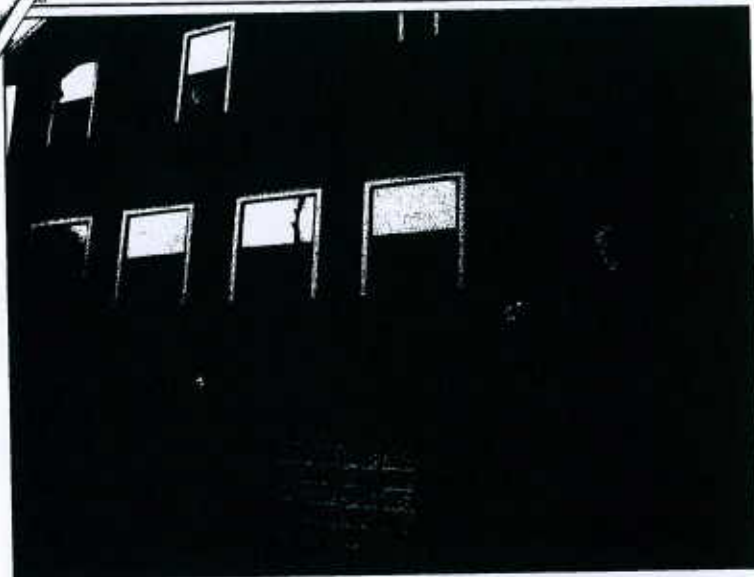
bedroom



bath

Comparable Photo Page

Unit	N/A		
Address	104 7th Ave	County	Pinellas
	St. Pete Beach	State	FL
		Zip Code	33706



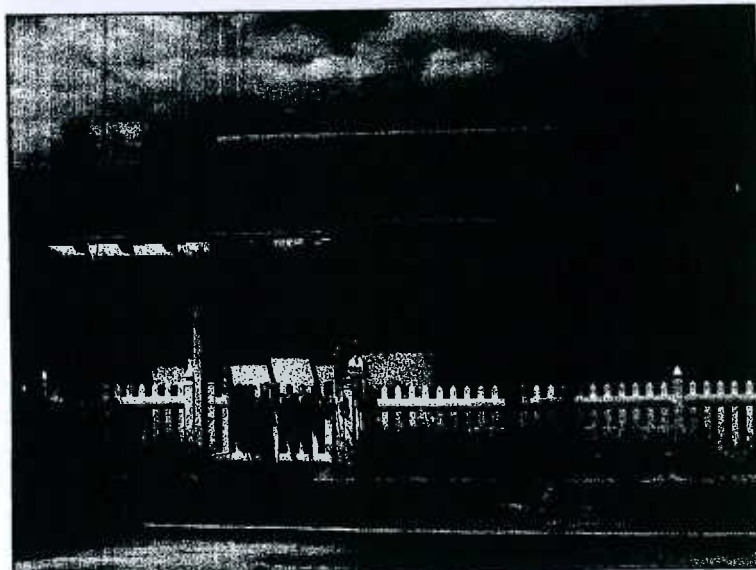
Comparable 1

106 4th Ave
 Proximity 0.13 miles S
 Sale Price 690,000
 GLA 2,735
 Total Rooms 9
 Total Bedrms 3
 Total Bathrms 3
 Location Pass A Grille
 View Residential
 Site 4,100sf/41'
 Quality Average
 Age Built 1979



Comparable 2

105 10th Ave
 Proximity 0.16 miles N
 Sale Price 545,000
 GLA 1,316
 Total Rooms 7
 Total Bedrms 3
 Total Bathrms 3
 Location Pass A Grille
 View Res/Park
 Site 4,700sf/47'
 Quality Average
 Age Built 1923



Comparable 3

105 12th Ave
 Proximity 0.26 miles N
 Sale Price 575,000
 GLA 2,313
 Total Rooms 8
 Total Bedrms 3
 Total Bathrms 2
 Location Pass A Grille
 View Residential
 Site 3,999sf/43'
 Quality Average
 Age Built 1952

Comparable Photo Page

N/A			
Address	104 7th Ave		
	St. Pete Beach	County Pinellas	State FL Zip Code 33706



Comparable 4

109 3rd Ave

Prox. to Subj. 0.15 miles S

Sales Price \$15,000

G.L.A. 2,300

Tot. Rooms 9

Tot. Bedrms. 4

Tot. Bathrms. 3

Location Pass A Grille

View Residential

Site 4,100sf/41'

Quality Average

Age Built 1954

Comparable 5

Prox. to Subj.

Sales Price

G.L.A.

Tot. Rooms

Tot. Bedrms.

Tot. Bathrms.

Location

View

Site

Quality

Age

Comparable 6

Prox. to Subj.

Sales Price

G.L.A.

Tot. Rooms

Tot. Bedrms.

Tot. Bathrms.

Location

View

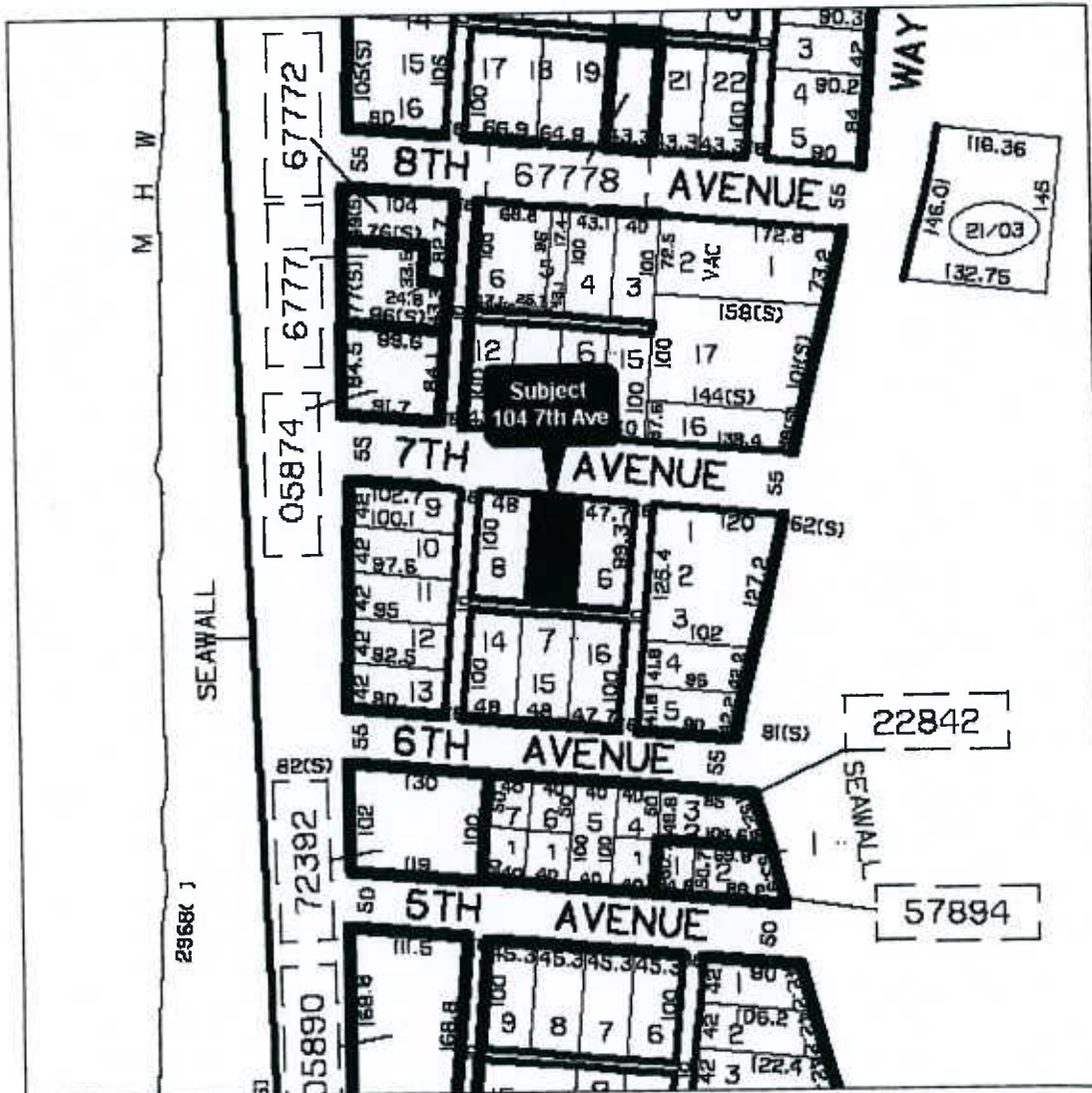
Site

Quality

Age

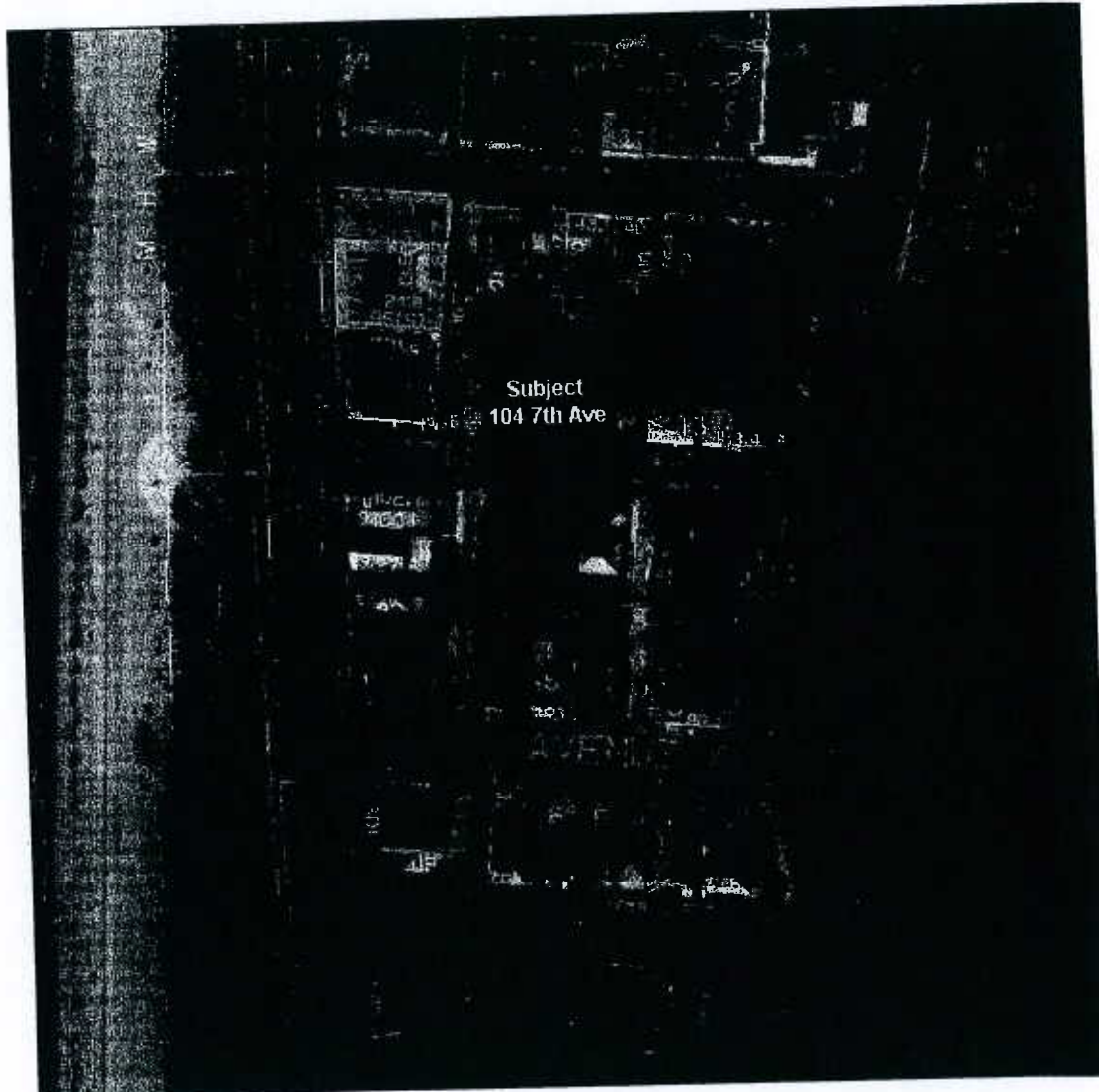
Plat Map

Lot N/A
 Address 104 7th Ave
 St. Pete Beach County Pinellas State FL Zip Code 33706



Aerial Map

Agent	N/A		
Address	104 7th Ave	County	Pinellas
	St. Pete Beach	State	FL
		Zip Code	33706



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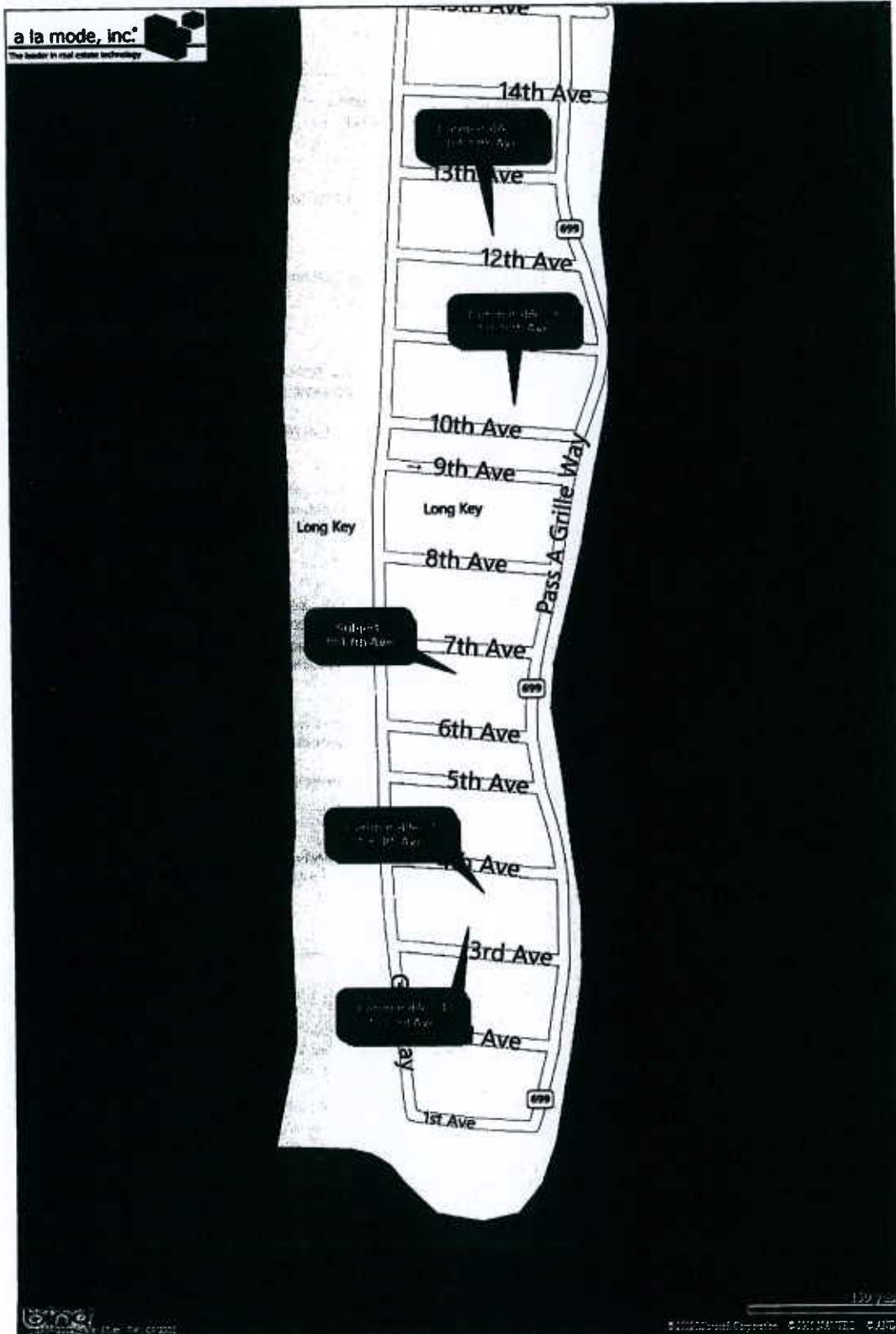
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GP

Location Map

Agent	N/A		
Address	104 7th Ave	County	Pinellas
	St. Pete Beach	State	FL
		Zip Code	33706



Qualifications

Client	N/A		
Address	104 7th Ave		
	St. Pete Beach	County Pinellas	State FL Zip Code 33706
Order			

APPRAISER QUALIFICATIONS TOM M. HOCKENSMITH

EDUCATION:

Eckard College, St. Petersburg, Florida, 1985 (Bachelor of Science Degree in Mathematics)

PROFESSIONAL MEMBERSHIP:

SRA Designation of The Appraisal Institute; Formed January 1, 1991 through a unification of the AIREA & SREA. Currently certified.

LICENSES

State-Certified Residential Appraiser RD1405
FL Residential Building Contractor CRC036676 (inactive)

PROFESSIONAL EDUCATION, APPRAISAL INSTITUTE COURSES (SINCE 2005)

Analyzing Operating Expenses, 2009
Residential Design & Functional Utility, 2009
Reviewing Residential Applications and Using Fannie Mae Form 2000
Business Practices and Ethics, 2009
Property Tax Assessments, 2009
Intro to GIS Applications, 2008
National USPAP Update, 2008
Analyzing Distressed Real Estate, 2008
Condominiums, Co-ops and PUDs, 2008
FL Supervisor Trainee Roles and Rules, 2008
FL State Law for Real Estate Appraisers, 2008
National USPAP, 2006
Scope of Work, 2006
Florida State Law for Real Estate Appraisers, 2006
Appraising From Blueprints and Specifications, 2006
FHA and the Appraisal Process, 2006
Professional's Guide to the Uniform Residential Appraisal Report, 2006

OTHER COURSES (Since 2000)

Appraisal Law & Rules and USPAP Update
Supervisor Trainee Roles & Relationships
USPAP/Law Update
Appraisal Research and Analysis
Sales Comparison Approach
Neighborhood & Residential Subdivision Analysis
Communicating the Appraisal
USPAP/Law Update

SPONSOR

McKissock, 2010
McKissock, 2010
Bert Rodgers Schools, 2002
Bert Rodgers Schools, 2002
Bert Rodgers Schools, 2002
Bert Rodgers Schools, 2002
Bert Rodgers Schools, 2002
Real Estate Education Specialists, 2000

EXPERIENCE:

Residential department manager and principal, Entrecken Associates, Inc. One hundred percent of time is devoted to preparing and/or reviewing residential appraisals for various intended uses since 1992.

Earle & Associates, St. Petersburg, Florida. Staff appraiser. One hundred percent of time was spent preparing residential appraisals. July 1989 to June 1992.

Hockensmith, Inc., St. Petersburg, Florida. Contractor/Appraiser. Approximately fifty percent of the time at this job was spent appraising residential properties; fifty percent was spent in residential construction. May 1985 to June 1989.



MANUAL PEREZ 104 7TH AVENUE PASSA GRILLE, FLORIDA VARIANCE AND CERTIFICATE OF APPROPRIATENESS REQUEST	PROJECT NO.: 000 DATE: 10/20/09 DRAWN BY: JAY SH REVISIONS:	RENKER · EICH · PARKS ARCHITECTS 1000 W. North Lake Way in North Lake, IL, Peotomberg Park, IL 60131-1201 (708) 421-0040
	SHEET NO.: 000 DATE: 10/20/09 DRAWN BY: JAY SH REVISIONS:	

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

Issue Considered: Resolution 2013-06 requesting the Pinellas County Board of Commissioners proceed with funding the installation of permanent rock structures on Upham Beach in the fall of 2013.

Date: 4/23/13

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: City staff was surprised to learn that we do not qualify for Federal emergency funding to perform beach nourishment after Tropical Storm Debby, especially since our total sand loss was measured at 113,400 cubic yards and the Pass-A-Grille beach area was especially hard hit.

In addition to this news we have also been informed that Pinellas County not only plans to defer the beach nourishment for Upham Beach that was scheduled for the end 2013, they also plan to defer the installation of the permanent rock structures as well.

With recent damage to the temporary geotextile T-head groins we expect them to continue to fall into further disrepair and once again lose their effectiveness. As a result beach erosion at Upham Beach will occur at a faster and faster rate.

Resolution 2013-06 is an effort to stress the City's concern that if beach nourishment is not possible in FY 2013-14, at the very least the permanent rock structures should be installed to protect the remaining sand and slow the rate of beach erosion.

Requested Motion: "I move to approve Resolution 2013-06... (read title)."

Attachments: Resolution 2013-06

**Reviewed by
City Manager:**

MB

RESOLUTION 2013 - 06

A RESOLUTION OF THE CITY OF ST PETE BEACH REQUESTING THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS PROCEED WITH FUNDING THE INSTALLATION OF PERMANENT ROCK STRUCTURES ON UPHAM BEACH IN 2013.

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, at a regular meeting held Tuesday, April 23, 2013 resolves as follows:

WHEREAS, Upham Beach, on the north end of the City of St Pete Beach, is Pinellas County's most rapidly eroding beach; and

WHEREAS, Pinellas County constructed five (5) temporary geotextile T-head groins in 2006 that have proven to significantly slow the rate of beach erosion with no negative down-drift impacts to the beaches southward; and

WHEREAS, the temporary groins have proven susceptible to damage due to the elements and vandalism as evidenced by two (2) of the five (5) groins being damaged in 2008 that led to them falling into disrepair with significant damage and loss of effectiveness; and

WHEREAS, Pinellas County invested approximately \$1,000,000 in 2011 to make necessary repairs to the temporary groins and they have already experienced some new damage that may once again lead them to fall into further disrepair and result in a loss of effectiveness; and

WHEREAS, the installation of permanent rock structures will resolve the issue of the temporary groins being damaged and the need to continue making expensive repairs in the future; and

WHEREAS, the State of Florida has been supportive of the installation of permanent rock structures and has issued the permit to install four (4) permanent rock structures with no written public opposition to the permit issuance; and

WHEREAS, the design of the permanent rock structures has been completed, the Federal permit for the permanent rock structures is expected to be issued this summer, and the County has placed \$8,685,000 in the FY 2013-14 CIP budget for the construction of the permanent rock structures; and

WHEREAS, Pinellas County will be requesting the State of Florida reimburse the County for 50% of this cost and Pinellas County will have three (3) years to request reimbursement after the permanent rock structures are installed; and

RESOLUTION 2013 - 06

WHEREAS, the City of St Pete Beach generates almost twenty percent (20%), \$5,580,000 in 2012, of all the tourist development tax (bed tax) revenue for Pinellas County, and nine percent (9%) of this revenue is specifically meant to help fund beach projects such as the permanent rock structures; and

WHEREAS, the City of St Pete Beach thinks it is crucial to install the permanent rock structures in 2013 so that they are in place and significantly slowing the rate of beach erosion especially since the needed 2013 Long Key beach nourishment has not yet received Federal or State funding and is expected to be deferred.

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

The Pinellas County Board of Commissioners should proceed with funding the installation of permanent rock structures on Upham Beach in 2013.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida, on this 23rd day of April 2013.

ATTEST:

City Clerk, Rebecca Haynes

Mayor Steve McFarlin

City of St. Pete Beach
Administrative Services
March 31, 2013 Quarterly Report

Finance Division:

- Worked with auditors on year end closeout
- Met with Finance staff to discuss sale of parking permits
- Met with Library Administrator
- Prepared final payroll for police officers with sick/vacation payouts and severance
- Prepared double payroll for fire employees due to change in pension mid-cycle
- Worked on BP oil spill submittal
- Processed P-card payments
- Worked with Sheriff accounting office regarding 5 officers electing to stay in city pension plan
- Posted 2013 budget on City website and delivered document to printer
- Hired temporary employee to assist with parking permits
- Reconciled Parking revenue for each month
- Reconciled bank account for each month
- Processed and approved accounts payable checks
- Submitted quarterly payroll form 941 report
- Submitted monthly sales tax reports
- Met with representatives from Florida Safe regarding investment options
- Reconciled revenues/expenditures for the St. Pete Beach Classic Race
- Reviewed Exxon gas cards. Issued new cards for expired cards and deleted ones for vehicles transferred to the Sheriff. Also deleted all police personnel from the system
- Transferred U.S. treasury strip money from Morgan Stanley to the operating account to pay Reclaimed Water note payment
- Reviewed status of outstanding FEMA claims
- Submitted quarterly reimbursement to Pinellas County for their portion of parking revenue from the county lot
- Completed final withdrawal request for COPS grant
- Reconciled employee insurance invoices
- Prepared quarterly report
- Closed January, February and March
- Prepared budget adjustment ordinance for FY13
- Prepared analysis of police savings/fund balances for upcoming budget workshop
- Attended Library Advisory Committee Meeting
- Attended investment seminar for mandatory 8 hours CPE training
- Prepared budget calendar for fiscal year 2014
- Calculated personnel costs projections for fiscal year 2014
- Prepared fund balance analysis for budget workshop
- Attended budget workshop

- Prepared FY 2014 ALS paperwork for EMS services for submittal to county
- Met with interns from Germany
- Worked on adjustments and changes of service for wastewater customers
- Prepared FY 2014 budget worksheets and distributed departments
- Prepared FY 2014 CIP worksheets and distributed to departments
- Prepared FY2014 Vehicle Replacement Plan and distributed to departments
- Prepared FY 2014 Revenue projections and distributed to departments
- Prepared fuel analysis for use in FY 2014 budget preparation
- Prepared utility analysis for use in FY 2014 budget preparation
- Mailed delinquent statements to accounts over 30 days past due for fire inspections
- Participated in FEMA seminar
- Prepared updated report on status of 2013 Walgreens St. Pete Beach Classic

Finance Division – Dan O’Connor’s Activities:

Parking:

- Started part time temporary to assist with permit sales 3 days per week.
- Library and parking permit sales and one remote sales site at Warren Webster very successful
- Processed Park Mobile contract with City Attorney and prepared an agenda item.
- Final replacement coin meters installed along Sunset way

Risk Management:

- One new claim for damages – Manhole cover flipped up and under a motorists vehicle near Skidders. \$800
 - Updated the Public works fuel storage tanks insurance coverage docs to satisfy inspection
- Workers Compensation:
 - Finance Tech II at MMI – closed
 - Firefighter: Assigned to light duty @ City Hall – re evaluation on 3/19
- Completed flood insurance questionnaires submitted to PRM
 - Updated the Public works fuel storage tanks insurance coverage docs to satisfy inspection
- Workers Compensation:
 - Finance Tech II at MMI – closed
 - Firefighter: Assigned to light duty @ City Hall – re evaluation on 3/19

Grants:

- HUD: Close out paperwork final progress report completed
- Energy: Close out Certification completed – Working with City Attorney to finish changes needed to be made to some vendor paperwork.
- Egan: Quarterly report submitted

- Energy- Addendum to vendor contact on next agenda- close out and receipt of final \$25K soon to follow upon re submission
- FDLE- Acceptance Certification sent – pricing sound meters with various governmental pricing vendors order to follow
- Submitted purchasing manual copy to Florida Dept of Agriculture to complete grant audit.
- Energy: Contacted Mr. Mack at Dept. of Agriculture regarding the \$25K owed us . Mr. Mack advised our paperwork is winding its way through the compliance and budget divisions for sign off and to check back with him in two weeks.
- FDLE: New grant funded sound-decibel meter and accessories arrived. Same handed over to Community Officer for noise enforcement.
- FDOT landscape: Made contact with Renee- She is gathering documents for FDOT submission/reimbursement
- HUD – Final quarterly report submitted

Miscellaneous:

- Municipay Credit Card vendor - Contact made we will be scheduling a conference call with same upon date/time choice from availability
- Generated work orders for replacement and additional parking related signs various locations. Recent complaints received of faded missing and need for signage.
- Completed title work for remaining fleet vehicles transferred to the S/O.
- Made contact with park mobile for contract follow up.
- Completed flood insurance questionnaires submitted to PRM
- Working with Verizon 911 to clear an erroneous invoice related to removal of PD 911 hardware.

Information Technology Division:

- SPBwebserver (old) taken offline
- Desktophost02 taken offline
- Replaced faulty Switch for Public Works
- Cleaned Police Station Patch Panel
- Decommissioned Police Station Network Devices (only 1 switch left!!)
- New Computers for City Manager, Public Services Operation Manager, Building Inspector, and Code Enforcement Officer.
- Replaced faulty Parking Meter Laptop
- Laptop put in place for Wireless Monitoring at Library
- Moved all remaining Fire Department users to correct Active Directory Container.
- !!!ALL Kaviza users removed!!!
- Cleaned up IT storage room
- Removed/sorted 95% of all IT related equipment at police station
- Moved all CRT monitors from storage to PD
- Implemented the last new system (for Recreation Director)

- Laserfiche Upgrade and various installs for end users
- Meetings with Baker on GIS implementation and getting them our GIS layer data
- Updating phone system and some users for Police and Parking
- Moved everyone's profiles to the new server
- Brighthouse research – working with Finance Tech I to investigate various charges on Brighthouse bill to determine if we are being charged for services we no longer use as well as analyzing the most cost effective way to have our internet connections set.
- Phone repair at Fire Station 22 (and just heard it's not working again..erizon notified)
- New backups in place
- Dell orders – submitted orders for 2 Dell computers at library and 2 at the fire department.
- Resolving outstanding issues with Community Development
- Firewall/Sonicwall renewals
- Composing a new network diagram of our entire IT system.
- Installed new wireless system at library
- Redundant Server Setup (SPB-HOST2)
- Finalized Drive mappings
- Updated Library system names
- Moved all new production servers from table (need to order racks)
- Removed a lot of bad cabling and devices that are no longer needed (server room)
- Had some issues with email. Mostly affecting George and myself.
- Office upgrade for Bruce...better software tracking going forward will resolve this.
- Going offsite for false alarms. Getting remote control of desktops will resolve a lot of this.
- Recreation: Corrupt .pst file...fixed but took along time to complete.
- Going thru emails for open issues. This should be resolved by new TrackIT software.
- IT Cleanup:
 - all three rooms (still in progress)
- Phone System:
 - Worked with Lisa and Gerry the phone tech on various phone related items
- Implementation of a Helpdesk system:
 - In progress
- Server Services Mapping:
 - This was done again to double check which services are running on old/new servers.
- Thin Client setup for library:
 - In progress...this project is to replace aging workstations at library
- Decommissioned servers:
 - SPB1
 - SPB4
 - SPBEMAIL
 - SPBFILEPRINTER
- Continuing issues:
 - Some users still losing PST file/mapped drives. (new system may resolve this)

Library Division:

- Circulation statistics from FY2012 were analyzed by type of materials. Then estimates were calculated for projecting materials expenditures in each for the FY2013. These \$\$ estimates will serve as a guide for placing orders for new materials in various subject areas and formats based on what circulated this past year:

ADULT:	Books	\$20,000
	DVDs	\$18,000
	CD Music	<u>\$ 2,000</u>
		<u>\$40,000</u>
JUVENILE	Fic	\$3,000
	N-F	\$1,300
	Pic	\$2,000
	Brd	\$ 200
	Easy	<u>\$ 500</u>
		<u>\$7,000</u>
AUDIO BOOKS		<u>\$3,000</u>
TOTAL:		<u>\$50,000</u>

- Programs: Post-Christmas, the demand for our I-Pad user sessions and weekly e-reader forums has increased. We have already required advanced sign-up for I-pad sessions and with a turn-out of 18 at the first e-reader forum of the new year are considering making interested patrons sign-up for those as well. It is too difficult to adequately assist that many with the rather involved process of setting up e-book accounts and working thru the steps which vary with the different types of technologies.
- The newly assigned Sergeant from the Sheriff's Dept. has come by to introduce himself and to talk over some of the types of relevant issues that the Library is confronted with during hours of operation. He has also already been contacted by the most recent "trespassed" patron and he and I worked out a strategy to handle her re-admittance with conditions.
- Our staff was trained by Dan O'Connor in order to participate as a site for selling Parking Permits (B & D only) during Monday and Wednesday evening hours. Our first week went extremely well; most buyers know which permit they want/need and come fully prepared with the appropriate documentation. It has certainly increased our financial transactions, but staff seems to already be comfortable with the paperwork and procedures. One unanticipated advantage is that it gives us an opportunity to ask people if they have a library card as well. So far we have "captured" four new library patrons by capitalizing on the parking permit seekers who use the interaction as an opportunity to get a library card.

- Various technical problems seem to be plaguing us in spite of Stephen's best efforts to keep the Library technologies up and running for our patrons and staff. Intermittent outage of the wi-fi network, printing functionality from public pcs, and "disappearing" links, whole columns, etc. from Library webpages has kept us in fairly constant "trouble-shooting" mode. Also, Stephen has been investigating models for replacement pcs to be purchased with donated funds for two staffmembers. Both are very dependent on various software programs and interfaces with other systems in order to fulfill their assigned responsibilities. I hope to get this replacement equipment purchased by end of the month.
- I shared the most recent Bldg. renovation plans with the Friends Board at their monthly meeting. They are very enthusiastic about getting involved in fundraising when the time comes to promote this proposal to the SPB residents.
- New display in exhibit case highlights our rich collection of titles on World War II. The manager of our Friends Bookstore provided a sampling of his collection of miniatures related to WWII weapons, transportation, etc. Patrons have found it very interesting and the display helped promote the lecture given by Ray Kulla from Eckerd College.
- Completed application for PPLC Capital Improvement Funds in support of our proposed building renovation project. The applications will be considered by the PPLC Board at their monthly meeting at the end of January and approval and award amounts voted on at their meeting in February. I anticipate that there will be several applicants, so it is uncertain if/or how much SPB might be awarded.
- I wrote my Library Administrator's column for the Winter issue of the Tidings, the Friends quarterly newsletter. Included info on the 2013 year long celebration of Florida's rich history and culture VIVA 500. Also promo of upcoming program series on Russia being given by a temporary SPB resident, a Russian citizen who has taught in Russian universities and serves as a docent in the Hermitage. Info about IRS tax filing forms, AARP tax preparation assistance available starting in February, and announcement of the change in Library overdue fines for DVDs and 2 & 4-wk. materials. All with graphics and one photo of the Annual Pass a Grille Fish Broil check for SPB Library being presented to Maryjane.
- Library received a very nice "thank you" letter from the Society of St. Vincent DePaul to whom we donated our Food for Fines holiday collection. 255 food items were received and several new children's toys. It was a very worthwhile project that was well-received by our patrons again this year.
- We had 45+ attendees at two I-Pad user group sessions this week. They are very animated, interested, and grateful. Problems with the wi-fi network have been occurring; however, Stephen thinks he has identified the source of the problems and is working toward a solution so that we can continue to offer these tech-related programs.
- IRS has notified us that there will be a delay in the delivery of tax forms this month due to the "final hour" changes made to the federal tax schedules. No change in the forms, but government delayed printing the instruction booklets for each form until the agreement was made by the President & Congress.

- Five new volunteers have begun this month. Maureen Marton, one of our P-T Library Pages has taken over the whole application, interview, background check, and training process. She is doing an excellent job as stand-in for me.
- The PPLC Library Directors' group (LDAC) has agreed upon a supportive statement which was sought by and sent forward to the PPLC Board regarding endorsement of continuance of the PPLC Inter-local Agreement which expires at the end of this FY. After much wordsmithing, the final statement is rather *general, vague* due to struggle to get consensus from *the diverse-opinioned* group.** (my interpretation)
- Sue Griffin attended a meeting of the Overdrive Selection Group this week. They are responsible for the selection of e-titles made accessible to all PPLC patrons. Sue went with a lengthy list of our suggested titles based on bestseller lists, award winners, new titles by popular authors, etc. SPB is well represented.

Quick Stats:

Materials Added to collections in December, 2012 (1 month):
(includes selected donations)

Adult Non-fiction books	53
Adult Fiction books	76
Juvenile books	113
DVDs	129

- The changes in overdue fines for regular materials and DVDs, approved by the City Commission, have now taken effect. It required some adjustments to POLARIS system that needed to be done by PPLC tech. staff; then global changes for each category of materials needed to be done on our end. Sue Griffin worked with PPLC person to accomplish all of this.
- Again there has been a delay in delivery to us of IRS instruction booklets for 2012 tax filings. Our patrons are clamoring for this material since public libraries are one of the few outlets remaining which have print forms. We created a flyer to provide patrons with updated info and listing what alternate options there are, including our AARP tax filing assistance program which is available here every Friday until tax filing day. They are set up to do the complete filing online.
- A new display in the exhibit case marks the birthday of Charles Dickens and highlights titles from our collections about Dickens and the Victorian Period.
- Three programs were added to our Spring offerings. One is a 2-session workshop on Transcendental Meditation taught by a local resident, new to SPB. Also, the author Wendy Wax, who grew up in Pass-a-Grille (who now lives in Atlanta) contacted us that she would be in SPB area promoting her latest book. She is always a popular draw for our local audience. And the county did a program this week on the Walkwise project.
- We are gathering photos of recent SPB events and venues to download to a CD for inclusion in the PPLC time capsule to be placed at Heritage Park for the Viva Florida 500 celebration this year. Trying to solicit photos from The Gabber and Paradise News to add to those that we already have. The project is due to PPLC next week.

- Technology-related problems are varied and ongoing. The wi-fi system that we currently have has been judged to be inadequate for our needs; a new one was ordered and installed this morning hopefully will better accommodate multiple, simultaneous accesses. After much angst, the timing-out issue with the workroom pcs seems to have been resolved by the IT consultant yesterday. Intermittent problems with printing from the public, networked pc's seems to elude a solution as yet. Patrons can download to thumb drive then use stand-up computer or the Computer Help Desk computer (not on network) to send documents to printer. This of course most often requires staff intervention and assistance, a very time-consuming work-around.
- We were able to take advantage of the supplies that were left behind in the Police Station to supplement our own stock. We also hope to replace our Conference Room table and chairs with those that we found at the Police Station. All will be put to good use.
- The big news is the award of a PPLC capital improvement grant for \$200,000. Once the letter of commitment is received and signed, SPB will have 24 months in which to expend the money on the Library Expansion/Renovation project. This is a good first step toward funding the \$2 million + project.
- A new exhibit in our display case features all things Irish in honor of St. Patrick's Day this month. Books on Ireland, Irish writers, Irish food, etc. are included and available for check-out.
- A large book order was placed with Baker & Taylor and an audio book order with Taped Editions. This is an extremely active time of the year in publishing. Sue also attended a meeting of the e-book selection committee of PPLC last week. Ordering of e-titles and audio-downloadables from online OVERDRIVE vendor is done throughout the year, but the committee monitors the balance of titles purchased (fiction, non-fiction, juvenile, etc.). We have continual input of purchased titles by simply placing titles in an e-cart on vendor website.
- The Library Advisory Committee met recently. Phyllis and Elaine provided an overview of the Library facility expansion and renovation project recently supported by a City Commission resolution. There was discussion about initiating a fundraising campaign.
- The Friends Board approved funding for purchase of some materials that Maryjane needed for the Summer Reading Program. The Library has also migrated the Friends bookstore transactions to the Incode finance system. Now staff members use the daily Incode procedures to include monies collected for Friends accounts for depositing and a monthly check will be issued to the Friends group monthly. This will be a familiar procedure for staff and a time-saver for me and Friends treasurer not to have to prepare a weekly deposit of cash collected for sales of bookstore items.
- Mareen Marton, a part time Library Page attended a workshop in Ocala this week. It focused on Quality Customer Service in Libraries. She shared a few ideas + handouts with the rest of the staff at this morning's staff meeting.
- Our library joined in with other PPLC libraries in sending two cartons of donated books (approx. 60 books in excellent condition) to the Safe Harbor homeless shelter in Clearwater to help them start up an on-site library.

- Some usage statistics of interest for month of February:
- 258 online patrons visited the Library's Facebook page

- 298 songs were downloaded by SPB patrons from Freegal
- 1,560 patrons visited the Library's webpages
- 544 e-books were downloaded by SPB patrons from OVerdrive



TO: Mike Bonfield, City Manager

FROM: Rebecca C. Haynes, City Clerk

RE: Quarterly Report (January, February, March 2013)

DATE: April 12, 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
 - o City Commission (10 regular/shade/special meetings)
 - o Board of Adjustment (2)
 - o Code Enforcement (2)
 - o Historic Preservation Board (1)
 - o Library Advisory Committee (1)
 - o Pension Boards (4)
 - o Planning Board (3)
 - o Recreation Advisory Committee (1)
- ✓ Attended the following meetings with City Manager and/or City Staff
 - o Bi-weekly meetings (3)
 - o City Clerk staff meetings (2)
 - o Pre- and Post-Agenda meetings (5)
 - o Your Turn meetings (1)
- ✓ Recruited, interviewed and welcomed new Recording Secretary
- ✓ Attended Florida Association of City Clerks & Pinellas County Clerk meetings
- ✓ Attended Mayors Prayer Luncheon
- ✓ Updated Channel 615 information
- ✓ Conducted four bid openings
- ✓ Assisted with parking permit telephone calls and walk-in customer service
- ✓ Processed public records requests, campaign treasurer reports, legal ads, notary public documents



Planning and Community Development

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

Memorandum

April 23, 2013

To: Mike Bonfield, City Manager

From: George Kinney, Community Development Director

Re: 2013 2nd 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				
	January	February	March	Total
BOA Items	1	3	3	7
PC Items	3	4	3	10
Historic Items	2	0	0	2
Commission Items	14	7	2	23
Magistrate Items	0	2	0	2
Temporary Use Permits	0	0	0	0

BOARD OF ADJUSTMENT

January

Case #2013-0004: Property address is 201 Hermosita Drive. Applicant request for a variance from Section 8.7 of the Land Development Code to permit the construction of a deck that will encroach 13.0' into the required 20.0' rear yard setback. **Denied**

February

Case #2013-0005: Property address is 7951 Boca Ciega Drive. Applicant request for a variance from Section 12.7 of the Land Development Code to permit the construction of an elevator that will encroach 3.0' into the required 7.0' side yard setback. **Approved**

Case #2013-0006: Property address is 3420 East DeBazan Avenue. Applicant request for a variance from Section 9.7 and Section 6.13(c)(2) of the Land Development Code to permit the construction of a screen pool enclosure that will encroach 1.5' into the required 5.6' side yard setback and 2.0' into the required 8.0' rear yard setback. **Approved**

Case #2013-0007: Property address 9524 Blind Pass Road. Applicant request for a variance from Section 15.7(b)(3) & (4) of the Land Development Code to permit the construction of a patio cover that will encroach 7.0' into the required 17.0' side yard setback and 25.0' into the required 25.0' rear yard setback. **Approved**

March

Case #2013-0009: Property address is 1961 E Vina Del Mar Boulevard. Applicant request for a variance from Sections 8.7(a)(3) and 6.14 of the Land Development Code to maintain the installation of a generator that will encroach 4.0' into the required 7.0' side yard setback. **Pending**

Case #2013-0010: Property address is 2880 Alton Drive. Applicant request for a variance from Section 8.7(a)(4) of the Land Development Code to permit the construction of an addition that will encroach 5.0' into the required 20.0' rear yard setback. **Approved**

Case #2013-0011: Property address is 107 5th Avenue. Applicant request for variances from Section 3.10(b), Section 11.7(a)(1)(3)&(4), and Section 6.14 of the Land Development Code to permit the construction of an addition to a non-conforming structure that will encroach 11.0' into the required 20.0' rear yard setback and 1.0' into the required 4.0' side yard setback and to maintain residential ancillary equipment that will encroach 2.5' into the required 4.0' side yard setback and 12.0' into the required 16.0' front yard setback. **Approved**

PLANNING COMMISSION

January

Legislative Item: An Ordinance amending the text of Section 11.3 of the Land Development Code to allow Class B docks as permitted accessory uses and structures in the RLM-2 Zoning District.

Recommended for approval

Discussion Item: School Concurrency

Discussion Item: 10-Year Water Supply Plan

February

Discussion Item: 10-Year Water Supply Plan

Discussion Item: Economic Development Update and Presentation

Discussion Item: Comprehensive Plan Update Discussion

Discussion Item: Consultant Review and Use

March

Legislative Item: An Ordinance correcting an omission and re-adopting Division 26 of the Land Development Code. ***Recommended for approval***

Legislative Item: An Ordinance re-adopting the City Comprehensive Plan. ***Recommended for approval.***

Discussion Item: Property Assessed Clean Energy Program (PACE) presentation.

HISTORIC COMMISSION

January

COA # 2013-0002: Property address is 105 8th Avenue. Applicant Nora Properties, LLC, request for a Certificate of Appropriateness to rehabilitate a locally designated historic structure and request for a Variance from the floodplain elevation requirements ("FEMA 50% Rule").

Discussion Item: Senior Planner resignation and transition

February

No Cases.

March

No Cases.

CITY COMMISSION

January

Action Item: 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). **Tabled**

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. (Legislative)

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). (Legislative)

Ordinance 2013-03: First 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. (Legislative)

Ordinance 2013-04: First Reading and Public Hearing, Amending Division 39 of the Land Development Code as it relates to the outdoor display of merchandise. (Legislative)

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.

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. (Legislative)

Presentation Item: Update on Corey Avenue project with TBRPC.

Action Item: Action Item: 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). **Approved**

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). (Legislative)

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. (Legislative)

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. (Legislative)

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.

Ordinance 2013-06: Final 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. (Legislative)

February

Consent Item: 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.

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). (Legislative)

Consent Item: Authorize the City Manager to enter into a planning and design services agreement with the Genesis Group.

Consent Item: Authorize the City Manager to enter into a planning and urban design services agreement with Kimley-Horn Associates, Inc.

Consent Item: Authorize the City Manager to enter into a planning and urban design services agreement with the Renaissance Planning Group.

Consent Item: Authorize the City Manager to enter into a planning and urban design service agreement with Michael Baker Jr., Inc.

Ordinance 2013-08: Final 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). (Legislative)

March

Consent Item: Authorize the City Manager to enter into a planning and urban design services agreement with Tindale-Oliver & Associates, Inc.

Action Item: Authorization for the City Manager to accept a proposal from Tindale-Oliver & Associates, Inc. in the amount of \$18,181.48 to complete adoption of the City Community Redevelopment Area (CRA). **Approved**

MAGISTRATE

January

No Cases.

February

Case #2012-0067: Property Owner, Evaristo E. and/or Lori Rivero. Property Address, 122 Punta Vista Drive. Code Section 23.2 improper parking and/or storing of a boat and trailer.

Case #2013-0008: Property Owner, Blakes Venture Inc. Property Address, 601 Corey Avenue. Code Sections 302.5 no heat in unit, 302.9 no smoke detectors, 303.4 inoperable electrical outlets and wall switches, 305.7 inoperable windows, and 305.11 exterior front door not weather tight, watertight, or rodent proof.

March

No Cases.

TEMPORARY USE PERMITS

January

No Permits Issued.

February

No Permits Issued.

March

No Permits Issued.

ECONOMIC DEVELOPMENT INITIATIVES

- ❖ Staff prepared and mailed invoices related to outstanding fees for the issuance of special event permits.
- ❖ Staff presented the work it had been doing with respect to city-wide Economic Development initiatives with the intent of generating discussion around the adoption of the Community Reinvestment Area.
- ❖ Staff and the City Manager met with a group of Doctor's looking to find property in St. Pete Beach for an emerging medical practice.
- ❖ Staff continued to assist in the development of an educational response designed to inform residents about entitlements offered by the current Comprehensive Plan.
- ❖ The CD Director made a presentation to the beaches realtor association. The topic included pending efforts related to Corey Avenue.
- ❖ Staff finalized an invitation letter and entitlement pamphlet in anticipation of the Corey Avenue workshop that the Tampa Bay Regional Planning Council facilitated on behalf of the City. The invitation letter was sent to approximately 100 property owner in the study area.
- ❖ The City Commission authorized the City Manager to enter into a contract with Tindale-Oliver and Associates regarding the completion of the Community Redevelopment Area.
- ❖ The CD Director met with representatives proposing a redevelopment project on 75th Avenue and another representative with interest in developing along Gulf Boulevard.
- ❖ Staff met with a property owner on west Corey Avenue to discuss potential redevelopment opportunities.
- ❖ Staff participated in a conference call with the Regional Planning Commission to summarize workshop finding and begin to discuss next steps.
- ❖ Staff issued the Site Plan Development Order for Hotel Zamora and a building permit was issued shortly thereafter.

OTHER ITEMS OF INTEREST

- ❖ The building division resolved an outstanding issue regarding Park Shore Apartments assuring the appropriate number of dwelling units.
- ❖ The Special Event permit process was transitioned over to the Parks and Recreation Department. They been working with the fire department on a revision to current special event regulations in an effort to streamline the process.
- ❖ The historic Zephaniah Phillips house was successfully moved from Pass-A-Grill Way to 8th Avenue. It is anticipated the building will initially be utilized for residential purposes but will likely migrate to commercial use in the future.
- ❖ Staff met with a consulting group to discuss assistance with Historic Board initiatives including general staffing assistance, a resurvey of the Historic District, an inventory of contributing and non-contributing structures, and the preparation of master site file forms in the correct format. Future discussions could include the development of design standards and main street program advantages.
- ❖ Staff met with County representatives and discussed the process for updating the 10-year water supply plan and the removal of school concurrency requirements. The County also shared the status of CRA adoption from their perspective.
- ❖ Staff located and amassed historic zoning information in support of an ongoing City court case.
- ❖ Staff prepared a development scenario for educational purposes including the illustration of a building footprint on a property located in the Large Resort zoning category. The purpose is to demonstrate current entitlement development potential.
- ❖ Staff participated in a conference call with the City Attorney to discuss pending State legislation that might have an impact on the City. The current state of the Comprehensive Plan was also discussed.
- ❖ Staff completed interviews for the open planner position and selected a candidate. Chelsey Welden is graduating from the USF Urban Planning Master's program and has begun employment with the City.
- ❖ Staff finalized urban planning and design contracts with five different consulting groups that can be utilized on an as-needed basis.
- ❖ Several University students from Germany are visiting with the City. Part of their curriculum is to study abroad and observe work functions and processes.
- ❖ The CD Director attended a Mayoral prayer luncheon in Treasure Island. The guests of honor were Marilyn McCoo and Billy Davis, Jr.

- ❖ The CD Director met with Dr. Elizabeth Stroh and Dr. Ambey Njoh at the University of South Florida. Dr. Stroh and Njoh are professors in the City and Urban Planning Master's program. Discussion focused on future partnership opportunities that would benefit both the City and students by offering practical student experiences.
- ❖ Chief Building Official, Bruce Cooper, and the CD Director met with historic board member, Martin Lott, to discuss the FEMA variance process as it relates to historic structure approvals. Bruce will be developing a set of recommendations to be presented to the historic board in April.
- ❖ Staff attended a meeting hosted by Baker Engineering and relating to improvements for Blind Pass Road from 73rd Avenue to Gulf Boulevard.
- ❖ The CD Director and Planning Commission member, Michael Lehman, attended a County Low Impact Development (LID) stormwater meeting in Clearwater.
- ❖ Staff participated in the development and roll-out of the new web-based GIS system for the City.
- ❖ The City prevailed on a Circuit Court matter regarding a Board of Adjustment variance approval.
- ❖ The CD Director met with the City Manager, Public Works Director, and Planning Commission member, Michael Lehman, to discuss the review process for significant public work projects.
- ❖ Staff met with several record retention organizations and proposals have been provided by each.

Inspection Totals

January 2013

BUILDING

(198 Inspections)

ELECTRICAL

(59 Inspections)

GAS

(7 Inspections)

MECHANICAL

(34 Inspections)

PLUMBING

(42 Inspections)

POOL

(5 Inspections)

January 2013 Inspections 345

February 2013

BUILDING

(212 Inspections)

ELECTRICAL

(72 Inspections)

GAS

(12 Inspections)

MECHANICAL

(28 Inspections)

PLUMBING

(55 Inspections)

POOL

(5 Inspections)

February 2013 Inspections 384

March 2013

BUILDING

(197 Inspections)

ELECTRICAL

(47 Inspections)

GAS

(5 Inspections)

MECHANICAL

(32 Inspections)

PLUMBING

(38 Inspections)

POOL

(1 Inspection)

March 2013 Inspections 320

Total number of Inspections 1049

Report of Permits Issued

From 1/1/13 TO 3/31/13

5 ACCESSORY STRUC	5 ADDITION COMBO
1 ALARM	13 BUILDING
1 DECK	7 DEMO
20 DOCK	8 DRIVEWAY/SIDEWA
26 ELECTRICAL	1 ELEVATE
32 FENCE	2 FIRE SPRINKLER
17 GARAGE DOOR	9 GAS
53 MECHANICAL	4 NEW RES COMBO
26 PLUMBING	3 POOL
66 RENOVATION	72 ROOF
6 SEAWALL	10 SHUTTERS
3 SIDING	2 SOFFIT FACIA
42 WINDOW(S)	

Total number of Permits 434

Plan Review by Date

From 1/1/13 TO 3/31/13

PERMIT TYPE ACCESSORY STRUC

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
2/22/2013	20130276	PR \$20,000 +	\$218.75	1010 BOCA CIEGA ISLE DR
detached 3 car garage				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
1/2/2013	20130003	PR \$2,000 LES	\$15.00	355 71ST AVE
8'x10' storgae shed - build to code & meets all setbacks				
1/24/2013	20130121	PR 2,000-5,000	\$27.50	1205 GULF WAY
free standing pergola in rear yard				
3/1/2013	20130302	PR \$2,000 LES	\$15.00	445 82ND AVE
5 x 7 storage shed , built to code and meet setback				

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
3/20/2013	20130389	PR 2,000-5,000	\$27.50	107 20TH AVE
install 8'x10' shed				

PERMIT TYPE ADDITION COMBO

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
2/1/2013	20130154	PR \$20,000 +	\$185.00	4208 MILLER DR
building a lanai on the rear of the house				
2/8/2013	20130186	PR \$20,000 +	\$721.25	517 55TH AVE
addition to existing home				
3/7/2013	20130186	PR \$20,000 +	\$15.00	517 55TH AVE
addition to existing home				
				job increased from \$165,900 to \$170,000

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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1/15/2013 20130065 PR10,001-1500 \$122.50 2323 W VINA DEL MAR BLVD
add new concrete porch & new exterior cooking grill

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
2/13/2013	20130212	PR \$20,000 +	\$1,036.25	6200 GULF BLVD
add deck extension & service bar to existing outside bar				
2/13/2013	20130212	FIRE PR <15K<	\$200.00	6200 GULF BLVD
add deck extension & service bar to existing outside bar				
2/19/2013	20130255	PR \$20,000 +	\$192.50	2003 GULF WAY
Renovate existing storage area, add bathroom and utility room and wet bar				
3/21/2013	20130397	PR \$20,000 +	\$222.50	355 71ST AVE
enlarge & remodel bath & laundry, add covered lanai				

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
3/25/2013	20130413	PR \$20,000 +	\$698.75	504 55TH AVE
2 story addition in front of residence				

PERMIT TYPE ALARM

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
2/20/2013	20130257	FIRE PR <15K<	\$200.00	3820 GULF BLVD
fire alarm system addition to common area				
2/20/2013	20130257	PR \$2,000 LES	\$15.00	3820 GULF BLVD
fire alarm system addition to common area				

PERMIT TYPE BUILDING

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
1/30/2013	20130148	PR5,001-10,000	\$75.00	403 HERMOSITA DR
replace structural beams and post in great room in rear				
2/26/2013	20130287	PR \$2,000 LES	\$15.00	9524 BLIND PASS RD
patio cover				
3/1/2013	20130287	FIRE PR <15K<	\$200.00	9524 BLIND PASS RD
patio cover				

3/5/2013 20130315 PR5,001-10,000 \$95.00 4980 GULF BLVD

Install of a portable aquatic lifts (one Anchor into deck)

3/5/2013 20130314 PR5,001-10,000 \$95.00 4200 GULF BLVD

Installation of portable aquatic lifts. One anchor into deck

3/14/2013 20130329 PR 2,000-5,000 \$40.00 4501 GULF BLVD

Plan review fee could not be paid at time of Application due to GEO being down.

Installation of 10 X 12 Shed to protect Pipes, Valves of pump station

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
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1/18/2013	20130089	PR 2,000-5,000	\$27.50	402 HERMOSITA DR
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replace garage window size for size; replace aluminum extrusions on rear porch w/same

2/15/2013	20130244	PR 2,000-5,000	\$27.50	7050 SUNSET WAY
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repair 3 concrete columns

3/11/2013	20130333	PR5,001-10,000	\$115.00	3420 E DE BAZAN AVE
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pool enclosure for existing pool & deck.

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
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3/1/2013	20130305	PR5,001-10,000	\$65.00	3002 E VINA DEL MAR BLVD
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Install Patio Door - Impact rated - in masonry opening - rear, north side

PERMIT TYPE DOCK

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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3/19/2013	20130384	PR 2,000-5,000	\$27.50	2301 PASS A GRILLE WAY
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relocation of existing floating dock within the marina basin

PERMIT TYPE DRIVEWAY/SIDEWA

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
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3/12/2013	20130353	PR5,001-10,000	\$85.00	535 80TH AVE
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bench addition to pool & paver deck & driveway

PERMIT TYPE ELECTRICAL

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
3/22/2013	20130403	PR10,001-1500	\$122.50	1961 E VINA DEL MAR BLVD
Install 20 kw generator on pre poured concrete slab				

PERMIT TYPE FIRE SPRINKLER

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
2/14/2013	20130228	FIRE PR <15K<	\$200.00	3820 GULF BLVD
install 7 fire sprinkler heads to accommodate renovation				
2/20/2013	20130259	FIRE PR <15K<	\$200.00	5250 GULF BLVD
2 each Hose Connections Fire Sprinkler Install				

PERMIT TYPE GARAGE DOOR

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
1/29/2013	20130134	PR \$2,000 LES	\$15.00	580 BELLE POINT DR
replace existing garage door 16x7 FL15279.101				
2/8/2013	20130193	PR \$2,000 LES	\$15.00	430 BELLE POINT DR
replace garage door size for size 7x9 FL14170.3				
2/8/2013	20130189	PR \$2,000 LES	\$15.00	215 LIDO DR
e/c/o garage door 7x9 FL15279.73				
2/12/2013	20130210	PR \$2,000 LES	\$15.00	4355 HOLLAND DR
e/c/o garage door 16x7 FL13521.1				
2/12/2013	20130213	PR \$2,000 LES	\$15.00	601 BOCA CIEGA ISLE DR
replace existing garage door 9x7 FL14170.5				
2/28/2013	20130299	PR \$2,000 LES	\$15.00	2032 W VINA DEL MAR BLVD
replace garage door 18x7 FL15212.3				
2/28/2013	20130298	PR \$2,000 LES	\$15.00	7000 BEACH PLZ 606
replace 10x7 garage door FL14529.2				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
1/3/2013	20130009	PR 2,000-5,000	\$27.50	3512 E MARITANA DR
replace two 9x7 garage doors FL14529.3				

1/16/2013 20130073 PR \$2,000 LES \$15.00 106 22ND AVE

replace garage door wit 8x7 model 283-14 fl 10742.3

1/17/2013 20130081 PR 2,000-5,000 \$27.50 109 11TH AVE

e/c/o garage doors 9x7 FL#15279.72 (1) 9x7 FL #15279.72

1/24/2013 20130115 PR \$2,000 LES \$15.00 2308 SUNSET WAY

replace garage door with windload door 16x7 FL14529

2/1/2013 20130161 PR \$2,000 LES \$15.00 4683 MIRABELLA CT

replace existing garage door with FI approved garage door 16'x7 FL5684.3

2/7/2013 20130182 PR \$2,000 LES \$15.00 601 BOCA CIEGA ISLE DR

remove existing garage door & replace with same size 7x9 garage door

2/12/2013 20130209 PR \$2,000 LES \$15.00 530 59TH AVE

e/c/o garage door 16x7 FL9462.3

3/6/2013 20130323 PR \$2,000 LES \$15.00 42 45TH AVE

Replace (1) 8x7 Garage door

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
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3/25/2013	20130410	PR \$2,000 LES	\$15.00	209 45TH AVE
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replace 9x7 with a wind load garage door

PERMIT TYPE NEW RES COMBO

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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1/14/2013	20130057	PR \$20,000 +	\$2,911.25	2012 W VINA DEL MAR BLVD
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construct new single family residence

1/17/2013	20130078	PR \$20,000 +	\$1,988.75	2803 PASS A GRILLE WAY
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construction of a new single family residence

1/22/2013	20130092	PR \$20,000 +	\$3,488.75	3610 E MARITANA DR
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new single family residence

PERMIT TYPE POOL

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
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2/8/2013	20130192	PR \$20,000 +	\$203.75	2090 E VINA DEL MAR BLVD
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in ground swimming pool, solar pool heater paver deck

3/19/2013 20130383 PR10,001-1500 \$137.50 311 70TH AVE

install inground fiberglass spa.

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
3/27/2013	20130425	PR \$20,000 +	\$230.00	458 81ST AVE

inground pool, paver deck, heat pump & spa

PERMIT TYPE RENOVATION

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
1/16/2013	20130074	PR5,001-10,000	\$105.00	430 BELLE POINT DR
convert part of existing garage into bathroom. 3/2013 addition of kitchen remodel, additional bathroom remodel, flooring, misc electrical				
1/18/2013	20121500	PR \$20,000 +	\$522.50	621 64TH AVE
complete interior remodel - ne kitchen, beth & change some walls. FEMA package indicates job cost at \$112,233. modify job cost from \$100,000.				
1/23/2013	20130104	PR15,001-2000	\$157.50	1300 BOCA CIEGA ISLE DR
renovate existing bathroom - add tub, extra sink, install new window				
1/28/2013	20130108	FIRE PR <15K<	\$200.00	100 COREY AVE
replacing the fire alarm panel with the direct replacement fire alarm panel				
1/31/2013	20130158	PR5,001-10,000	\$105.00	202 PASS A GRILLE WAY
remove old drywall & insulation that was water damaged & replace w/ new as per drawing. Remove & replace shower pan. Repair flashing & point of chimney.				
2/8/2013	20130187	PR \$20,000 +	\$248.75	7100 SUNSET WAY
remove & replace walkway railing & balcony railing - all floors				
2/11/2013	20130198	FIRE PR <15K<	\$200.00	105 8TH AVE
repair masonry, reroof, canopy,electric				
2/11/2013	20130198	PR \$20,000 +	\$256.25	105 8TH AVE
repair masonry, reroof, canopy,electric				
2/15/2013	20130248	PR \$20,000 +	\$192.50	1807 PASS A GRILLE WAY
re-build east porch walls to cmu. Install 16' sliding glass door. Tile porch floor. Install new 8' sliding glass door in east bedroom, new precast header & in fill cmu walls.				
2/19/2013	20130254	PR \$20,000 +	\$230.00	544 72ND AVE
remove existing wood siding and replace with hardy siding and paint replace windows with vinyl imoact windows size for size pour concrete slab under house				
2/25/2013	20130282	PR \$2,000 LES	\$15.00	385 S TESSIER DR
replace front door size for size. Replace storm door size for size. repair stucco				

3/8/2013 20130294 PR 2,000-5,000 \$40.00 179 PUNTA VISTA DR Original permit was issued without any plan review. Job was increased by 3500.00 which requires plan review. Totla job cost now is 19,900.00

alteration - bigger shower, vanity relocate (master bath), tub/toilets replacement, painting, floor & wall tiles, kitchen cabinets installation
ADDITION TO PERMIT: ADDING 13 WINDOWS Total of 12 - 8100 PVC Single hung, impact FPA 5823.1 and 1 total of 8200 PVC Horizontal slider, impact FPA 7067.4

3/11/2013 20130334 PR \$20,000 + \$188.75 2800 PASS A GRILLE WAY
remodel kitchen & bath & add 1 bath

3/11/2013 20130027 PR \$20,000 + \$1,430.00 3706 EL CENTRO N
select demo - remove cabinets, plumbing fixtures, flooring, appliances & drywall on walls & tile walls. Site - fountain. 3/2013 addition to permit - remodel existing house - interior & exterior. Replace all windows & exterior doors, install elevator, replace water heater, new roof shingles, replace plumbing fixtures & relocate some plumbing fixtures, replace a/c system

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
1/9/2013	20130033	PR 2,000-5,000	\$27.50	609 GULF WAY
replace decorative vertical skirting that hangs down on porch. Approx 24'x6"x18' wood frame that is stucco & attached to bottom of precast existing slab to be tapcon every 16" on center with 2 - 1/4" x 3 1/4" tapcons.				
1/10/2013	20130039	PR \$20,000 +	\$245.00	3820 GULF BLVD
remodel of existing exercise room & bath rooms.				
approved subject to separate permit for fire sprinkler and alarm companies				
1/10/2013	20130039	FIRE PR <15K<	\$200.00	3820 GULF BLVD
remodel of existing exercise room & bath rooms.				
approved subject to separate permit for fire sprinkler and alarm companies				
1/11/2013	20130045	PR \$20,000 +	\$230.00	3145 2ND ST W
installation of roof solar electric system				
1/25/2013	20130123	PR10,001-1500	\$130.00	535 80TH AVE
5100 watt PV solar electric system on shingle roof				
1/30/2013	20130145	PR \$2,000 LES	\$15.00	6201 2ND ST E 81
replace 1 door size for size - no glass - FL4904.1				
1/30/2013	20130147	PR 2,000-5,000	\$52.50	320 N ISLE DR
replace 2 impact doors size for size FL7640.3 & FL7347.1				
2/6/2013	20130173	PR \$2,000 LES	\$15.00	179 PUNTA VISTA DR
solar pool heating				
2/11/2013	20130197	PR10,001-1500	\$145.00	9495 BLIND PASS RD
remove existing doors & install 2 exterior impact doors & 1 interior door w/sidelites				
2/15/2013	20130240	PR 2,000-5,000	\$40.00	371 N TESSIER DR
replace exterior front door size for size				

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
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3/19/2013 20130385 PR \$20,000 + \$440.00 510 BOCA CIEGA ISLE DR

Interior bath & kitchen remodel, replace 2 sliding glass doors, add 1 new sliding glass door, relocate and add new window in kitchen, hardwood flooring

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
1/29/2013	20130133	PR \$2,000 LES	\$15.00	523 72ND AVE

after the fact - installing 2 exterior doors - doors installed by owner

PERMIT TYPE ROOF

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
1/4/2013	20130018	PR \$20,000 +	\$755.00	9415 BLIND PASS RD

remove & replace roofing system installing Certaineed 3 ply self adhered FL2533.1

1/15/2013	20130066	PR10,001-1500	\$115.00	535 80TH AVE
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roof - new for additions, replace existing

2/8/2013	20130194	PR \$20,000 +	\$215.00	5805 BAHIA WAY
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re-roof w/ polyglas TV Plus & standing seam 24 gauge galv-aluminum system

3/14/2013	20130337	PR \$20,000 +	\$215.00	318 44TH AVE
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One story 5/12 49sq. Shingle to tile roof replacement. One ply 30# underlayment FL12328.10 one ply 90# underlayment FL12328.1. Tile bond FL717.1 Tile FI 2019.3

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
1/17/2013	20130079	PR5,001-10,000	\$105.00	502 55TH AVE

remove existing roof & install metal roof FL12114.12R1

PERMIT TYPE SHUTTERS

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
2/11/2013	20130196	PR5,001-10,000	\$75.00	6495 GULF WINDS DR

covering 22 openings with screen hurricane fabric

2/20/2013	20130262	PR \$2,000 LES	\$15.00	3112 W VINA DEL MAR BLVD
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install one shutter, fabric over front door.

3/25/2013	20130411	PR5,001-10,000	\$105.00	6500 SUNSET WAY 206
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install hurricane shutters on balcony @ railing total of 4 sections w/2 motors

3/27/2013 20130424 PR 2,000-5,000 \$40.00 3216 EL CENTRO S A

install 1 motorized roll down shutter FL5013.7

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
1/14/2013	20130060	PR 5,001-10,000	\$105.00	201 HERMOSITA DR
Install 5 manual accordian shutters				
1/28/2013	20130128	PR \$2,000 LES	\$15.00	2106 PASS A GRILLE WAY
installing storm panels over existing windows				
2/6/2013	20130178	PR \$20,000 +	\$207.50	8001 SAILBOAT KEY BLVD B-
install ten (10) motorized roll-up shutter				
2/13/2013	20130215	PR 5,001-10,000	\$85.00	6500 SUNSET WAY 210
storm shutters on balcony @ railing - 2 motors 4 sections				
2/20/2013	20130264	PR \$2,000 LES	\$15.00	6381 2ND PALM POINT ST
install fabri shield over one door.				
2/21/2013	20130271	PR \$20,000 +	\$196.25	5396 GULF BLVD 810
Install hurricane protection at 3 openings				

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
3/27/2013	20130419	PR 5,001-10,000	\$85.00	5396 GULF BLVD 510
install new motorized hurricane shutters on exterior balcony				
3/27/2013	20130422	PR 5,001-10,000	\$65.00	5396 GULF BLVD 705
replace existing hurricane shutter on balcony				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
3/21/2013	20130396	PR 5,001-10,000	\$95.00	7150 SUNSET WAY 807
hurricane protection rolldown shutter with electric				

PERMIT TYPE WINDOW(S)

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
1/28/2013	20130129	PR 5,001-10,000	\$105.00	6361 4TH PALM POINT ST
remove 4 windows & 1 front door & replace with impact size for size				
1/29/2013	20130137	PR \$2,000 LES	\$15.00	121 46TH AVE 1C
2 windows & storm catcher window screens				

1/29/2013	20130138	PR \$2,000 LES	\$15.00	121 46TH AVE APT 1F	4 windows & storm catcher window screen
2/1/2013	20130159	PR 2,000-5,000	\$27.50	6700 SUNSET WAY	Replace 6 single hung windows Impact
2/8/2013	20130191	PR 2,000-5,000	\$52.50	121 46TH AVE 1H	change out 8 windows w/storm protection
2/11/2013	20130203	PR 2,000-5,000	\$52.50	179 PUNTA VISTA DR	replace size for size sliding door
2/12/2013	20130214	PR5,001-10,000	\$65.00	2692 W VINA DEL MAR BLVD	replacing 7 windows with impact
2/14/2013	20130237	PR 2,000-5,000	\$52.50	1615 GULF WAY	Replace 10 windows size for size with impact & non impact
2/14/2013	20130236	PR10,001-1500	\$115.00	3110 1ST ST W 2A	Replace 2 sliding glass size for size with impact
2/19/2013	20130251	PR15,001-2000	\$167.50	9301 BLIND PASS RD 2-1	Replace windows size for size (Impact) and doors
2/27/2013	20130292	PR10,001-1500	\$122.50	2520 E VINA DEL MAR BLVD	replace 12 impact windows size for size
3/4/2013	20130309	PR5,001-10,000	\$95.00	103 26TH AVE	Replace windows, with new impact window
3/5/2013	20130313	PR5,001-10,000	\$75.00	5000 GULF BLVD 802	Install 5 impact resistant windows. Size for Size FL 13040.1 261.1
3/13/2013	20130361	PR15,001-2000	\$157.50	4009 BELLE VISTA DR	remove & replace 17 windows & 2 doors size for size impact
3/21/2013	20130395	PR10,001-1500	\$130.00	2611 E VINA DEL MAR BLVD	replace 1 door size for size, 11 windows in 10 openings, size for size
3/25/2013	20130412	PR \$20,000 +	\$421.25	3 MANGROVE POINTE	replace existing windows, doors & replace stucco
3/26/2013	20130415	PR 2,000-5,000	\$52.50	2502 PASS A GRILLE WAY	replace 5 windows size for size with impact

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION	
1/9/2013	20130034	PR10,001-1500	\$122.50	2032 W VINA DEL MAR BLVD	remove & replace exterior windows with impact. Remove & replace 2 exterior doors.
1/10/2013	20130040	PR10,001-1500	\$137.50	5555 GULF BLVD 401	replace 14 windows with impact & 1 storm door size for size

1/11/2013	20130051	PR15,001-2000	\$152.50	201 HERMOSITA DR	replace 14 windows with impact size for size
1/11/2013	20130049	PR 2,000-5,000	\$52.50	2540 E VINA DEL MAR BLVD	replace 5 windows size for size
1/14/2013	20130061	PR 2,000-5,000	\$27.50	505 66TH AVE 10	4 window replacement size for size
1/18/2013	20130085	PR \$20,000 +	\$185.00	8200 GULF BLVD	replace 13 windows & 1 patio door size for size w/ impact
1/23/2013	20130113	PR \$20,000 +	\$241.25	5396 GULF BLVD 710	replace existing sliding glass doors with new impact rated doors
1/23/2013	20130091	PR5,001-10,000	\$75.00	9357 BLIND PASS RD 103	replace windows& door with impact
1/23/2013	20130114	PR \$20,000 +	\$241.25	5396 GULF BLVD 1104	replace existing sliding glass doors with impact doors
1/23/2013	20130110	PR5,001-10,000	\$105.00	121 46TH AVE 2D	replace 10 windows size for size w/ impact
1/23/2013	20130103	PR \$2,000 LES	\$15.00	200 1ST AVE 410	replace one window, fl 14994.8 impact
1/25/2013	20130127	PR5,001-10,000	\$75.00	201 PUNTA VISTA DR	install 7 impact windows size for size
1/25/2013	20130126	PR10,001-1500	\$122.50	3093 W VINA DEL MAR BLVD	install 9 impact windows size for size
2/6/2013	20130177	PR5,001-10,000	\$65.00	8000 SAILBOAT KEY BLVD A-	7 window replacement size for size - impact windows
2/6/2013	20130176	PR \$2,000 LES	\$15.00	2880 E VINA DEL MAR BLVD	3 window replacement size for size (less than 25%)
2/13/2013	20130217	PR \$2,000 LES	\$15.00	6201 2ND ST E 74	installing 3 impact wondows
2/20/2013	20130267	PR5,001-10,000	\$85.00	214 59TH AVE	Replace 2 windows and 1 patio door all size for size w/ impact and install 2 fabric hurricane panels
2/20/2013	20130265	PR5,001-10,000	\$105.00	191 73RD AVE	replace windows, size for size, fl 5419.1 and fl224.1
2/26/2013	20130286	PR 2,000-5,000	\$40.00	300 64TH AVE 220	remove & replace wondows to impact
3/5/2013	20130317	PR5,001-10,000	\$75.00	5575 GULF BLVD 339	replace (8) window replacement size for size with impact product fl#1435.2 7058.1; 261.1

3/6/2013 20130320 PR 2,000-5,000 \$40.00 172 LIDO DR
replace 6 windows in back florida room. replace door in florida room . all windows (6) and door to be impact rated

3/11/2013 20130336 PR \$2,000 LES \$15.00 8911 BLIND PASS RD 323
replace 2 windows with impact

3/14/2013 20130342 PR 2,000-5,000 \$52.50 161 N TESSIER DR
remove & replace 1 dling glass door size for size FL8208.2

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
3/28/2013	20130431	PR10,001-1500	\$122.50	645 78TH AVE
remove/replace 4 doors FL16081.1				
3/29/2013	20130439	PR \$2,000 LES	\$15.00	522 BOCA CIEGA ISLE DR
Installing/Replacing 2 windows				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
3/11/2013	20130338	PR5,001-10,000	\$105.00	5600 GULF BLVD
install wind break doors				
3/15/2013	20130370	PR5,001-10,000	\$65.00	5414 LEILANI DR
replace 3 impact doors size for size				
3/25/2013	20130404	PR10,001-1500	\$115.00	2611 E VINA DEL MAR BLVD
Replace 4 window and 1 prehung exterior door and 1 sliding glass door with impact glass				
3/27/2013	20130423	PR \$20,000 +	\$226.25	5396 GULF BLVD 402
replace existing sliding glass doors with new impact rated sliding glass doors				
3/27/2013	20130421	PR \$20,000 +	\$263.75	5396 GULF BLVD 502
replace existing sliding glass doors with new impact rated sliding glass doors				
3/27/2013	20130420	PR \$20,000 +	\$226.25	5396 GULF BLVD 507
replace existing sliding glass doors with new impact rated sliding glass doors				

Total # of Plan Review 145

St Pete Beach Code Enforcement

From 1/1/13 TO 3/31/13

28 Total Cases

Printed Tuesday, April 02, 2013

District 1

Total number of Cases for the time period listed above 6

	DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1 DEBRIS					
1 ACTIVE	3/21/2013	20130024	319 77TH AVE	MILLER MARVIN W	36/31/15/77994/225/0070
1 DUMPSTER					
1 ACTIVE	3/20/2013	20130023	324 COREY AVE	BUNS FRED	36/31/15/77994/054/0120
1 MINIMUM HOUSING					
1 S M	1/22/2013	20130008	601 COREY AVE	BLAKES VENTURES INC	36/31/15/77994/058/0150
1 VEHICLE PARKING					
1 CLOSED	2/8/2013	20130013	445 90TH AVE	BARKER DINAM	25/31/15/78300/110/0040
2 YARDS					
2 CLOSED	2/8/2013	20130012	605 72ND AVE	ENGLERT FRANCES W	36/31/15/77994/045/0110
	2/8/2013	20130014	7625 GULF BLVD	WATTS MARCELAE	36/31/15/77994/074/0040

District 2

Total number of Cases for the time period listed above 2

	DATE	CASE #	LOCATION	OWNER	Parcel ID Number
2 TREES					
2 CLOSED	2/8/2013	20130010	660 64TH AVE	FORTKAMP MARINAI	31/31/16/90744/000/0030
	3/11/2013	20130019	5901 GULF BLVD	BUNS FRED	36/31/15/78336/015/0070

District 3

Total number of Cases for the time period listed above 14

	DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1 DEBRIS					

Tuesday, April 02, 2013

Page 1 of 3

1	ACTIVE	3/20/2013	20130022	157 44TH AVE	SMITH ALLEN E	07/32/16/07398/004/0070
4	MINIMUM HOUSING					
2	ACTIVE	3/21/2013	20130026	3972 POINSETTIA DR	V S F BEACH LLC	07/32/16/07542/001/0220
		3/21/2013	20130025	129 46TH AVE COMMON AREA	TIVOLI APARTMENTSCO-OP	06/32/16/91064/000/0001
2	CLOSED	1/7/2013	20130007	3304 E MARITANA DR	BRYANT YOLAND P	07/32/16/21852/017/0180
		3/26/2013	20130027	3962 POINSETTIA DR	VENTURE OUT PROPERTIES, LLC.	07/32/16/07542/001/0210
6	MISCELLANEOUS					
5	ACTIVE	1/7/2013	20130002	121 46TH AVE 1B	LA PORTE FAMIL YTRUST	06/32/16/51716/001/0020
		1/7/2013	20130003	121 46TH AVE APT 1F	HOWELL LINDA	06/32/16/51716/001/0060
		1/7/2013	20130004	121 46TH AVE 1C	KANE DENNIS E	06/32/16/51716/001/0030
		1/7/2013	20130006	121 46TH AVE 1H	MC CORMICK FRANCIS	06/32/16/51716/001/0080
		3/19/2013	20130021	4999 GULF BLVD	OSTROVSKIS RENATE	06/32/16/00000/320/1000
1	CLOSED	1/7/2013	20130005	121 46TH AVE 1G	LAHIF JOSEPH G	06/32/16/51716/001/0070
2	VEHICLE PARKING					
1	ACTIVE	1/22/2013	20130009	104 46TH AVE	SAKARYA MUHARREM A	06/32/16/65520/000/0070
1	CLOSED	2/25/2013	20130016	232 44TH AVE	MUIA PAUL J REVOCABLE LIVING T	07/32/16/07398/003/0220
1	ZONING					
1	CLOSED	1/4/2013	20130001	3108 S MARTANA DR	FINKE JAMES A TRE	07/32/16/21852/020/0150

District 4

Total number of Cases for the time period listed above 6

	DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1 DEBRIS					
1 CLOSED	3/11/2013	20130018	102 2ND AVE	LYONS ALPHA L	19/32/16/58932/011/0060
2 LIGHTING					
1 ACTIVE	3/19/2013	20130020	193 MAR ST	SNOOK, JOEL H	18/32/16/94140/001/0250
1 CLOSED	2/25/2013	20130017	193 MAR ST	SNOOK, JOEL H	18/32/16/94140/001/0250

Tuesday, April 02, 2013

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1 MINIMUM HOUSING**1 ACTIVE**

3/26/2013

20130028

111 22ND AVE

BIXLER ROLLINC

18/32/16/68634/011/0004

2 YARDS**2 CLOSED**

2/8/2013

20130011

2803 PASS A GRILLE WAY

JONES STEPHEND

18/32/16/17316/001/0200

2/8/2013

20130015

0 21ST AVE

RIVERA JOHN D

18/32/16/68634/009/0380

The following is a summary of Fire Department activities for the 2nd Quarter of FY2013:

1. Employees worked on monthly Continuing Medical Education (CME) training.
2. Crews worked on the 2013 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. The Department placed the new ladder truck in service.
10. All officers attended the quarterly officer's meeting to discuss departmental related issues and operations.
11. Major construction work on both stations to repair water leaks is still ongoing.
12. This quarter crews responded to:
 1. EMS 481
 2. Fire Alarms 44
 3. Structure Fires 34
 4. Auto Accidents 37
 5. Water Rescue 02
 6. Other Calls 40
 7. Total 638



Public Services Department 2nd Quarter Report (January, February & March 2013)

"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.
- Good article on us in the January 2013 *Florida Water Resources Journal* regarding our wastewater sub-aqueous project.
- Monitored and tracked all major construction projects; worked with Construction Manager to address issues as they arose and ensure successful completion.
- Numerous meetings with various engineering consultants to discuss upcoming CIP projects.
- St Pete Beach Classic Race went well; staff did a great job again this year.
- Prepared for and attended the dedication of the Margaret "Peg" Creed Park. Good turnout and the park looked very nice.
- The Police Station was closed, cleaned and sealed up this quarter.
- Worked on getting Big C approval for the County to reimburse us for the Gulf Blvd/BPR beautification projects work that is not being reimbursed by the FDOT grants.
- Milling and paving of Gulf Blvd from 55th Ave to Gulf Winds. Personally visited every property on Gulf Blvd in and around the project area to inform them of the project and answer any questions.
- Attended Bayway Bridge construction meetings as needed and followed up on any and all resident questions or concerns about the project. The new bridge is now open to traffic and the demolition of the old bridge should begin in April.
- Monitored and inspected of the City Hall window project. The windows now appear to finally be sealed. Drywall replacement and painting will begin in April.
- The City is now Local Agency Program (LAP) certified. This was a long and arduous task and we are the only one in FDOT District 7 to obtain it using an engineering consultant. This is an important milestone because it may open the door for the City to seek and secure federal dollars directly.
- Took all interns to the Metropolitan Planning Organization (MPO) Technical Coordinating Committee (TCC) meeting. TCC assists the MPO by reviewing transportation plans and programs and making recommendations based on their technical adequacy.
- Completed FY 2014 budget recommendations for Public Services: Administration, Building Maintenance, Streets, Parks, Wastewater, Reclaimed Water, Stormwater and CIP and submitted to Finance.
- Worked with Fire Department and Sheriff Office on July 4th fireworks planning.
- Meeting with various document management consultants to discuss getting our construction as-builts digitized; all other documentation is already digitized so this will make us 100% paperless.

- Meeting in Tampa with SWFWMD on Blind Pass Road Reconstruction project. Great news, we're going to get an exemption for the project and only need a Letter of Consent from the local office.
- Was contacted by FDOT about upcoming milling and paving of Blind Pass Road (SR699) in late April/early May. They will be doing Captiva Circle to 80th Ave (2 southbound lanes) and 84th Ave to 80th Ave (2 northbound lanes). These are the areas where they did the stormwater repairs and they want to level it out for a smoother ride.
- Placed a stop work order on the Blind Pass Road reconstruction project due to LAP requirements. Continued to work through the onerous bureaucracy of the LAP world. We need to determine the LAP engineering oversight cost and weigh this against the remaining earmark monies in April.
- Attended 3rd Annual FDOT D7 Local Agency Safety Summit.
- Reviewed and signed off on all purchase orders, p-card transactions, invoices and payrolls for the Department.
- Replied to all telephone calls and emails in a timely fashion on a wide variety of topics.

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.
- Irrigation system modification was completed at McKenney Park. Modifications were necessary due to seawall construction.
- Installed new emergency phone outside of the Police Department.
- Poured concrete sidewalk at Boca Ciega Mini Park. Originally irrigation valves were in the sidewalk and needed to be moved and sidewalk re-poured.
- New valve and larger supply line were installed at Hurley park. This large park was originally serviced by a 1" line and was recently updated to a 2" line by a contractor. City employees had to tie into the new service line and install a new valve.
- Public Properties staff received training on the new Arbor Jet injection system for dealing with the new white fly epidemic that is hurting trees. We treated seven trees, mostly coconut palms that have the fly and were in danger of dying.
- Ball field maintenance at Egan Park including realigning the bases, locating all locations for baseball and softball, leveling the clay around the bases, filling in the hole at home plate and washed down the edge at the clay/grass line.
- Major irrigation repairs made at McKenney Park, 2 ½" main line was leaking and needed replaced.
- Entire Public Properties Staff worked in preparation of the St Pete Beach Classic, also worked the race weekend setting cones and making deliveries.
- Finished Sunset Park project, this included installation of 6 new silver button wood trees, St. Augustine sod installation, crushed shell, and various other plant installation.
- Assisted IT department relocating computer equipment from the old Police Department to City Hall.
- Installed new sod at the Library. We replaced grass in areas where the turf was declining.
- Conducted landscape evaluation of our mowing contractor. This included visiting all City properties and grading the work that has been completed.
- Installed new bearing, roller and tines on the beach cleaner.
- Installed new Vina Del Mar Bridge Light. This was to replace a light that had been removed about four years ago.
- Installed 10 new stop bars in Pass-a-Grille, these are located mainly on the east end of the streets.

- Work started on Hurley softball field to restore it to playable condition. Realigning of the bases, trimming of the arc, and located sprinkler heads. Future improvements include adding clay and new bases.
- Installed 23 tons of new clay at Hurley softball field. Other preparations made to field to hopefully attract more use of the facility.
- Aerated and top dressed Horan Park with 14 tons of sand. Fertilized with pre-emergent herbicide to help control spring time weeds.
- Trimmed and removed “underbrush” at the request of the Vina Del Mar’s homeowners association from the Vina Del Mar Park. There were concerns of coyotes creating a den in the park.
- Installed new split rail fence at McKenney Park, also installed bollards to prevent vehicles from driving into the park, which has been a recent problem.
- Installed 60 cubic yards of mulch at the Community Center Complex.
- Construction Manager and Crew Chief evaluated park shelters for roofing repairs.
- Two staff members attended C.E.U class for spraying herbicide.
- Meeting with PS Director at Belle Vista #2 discussing options for the deteriorated playground structure.
- Cleaned up Horan Park after St. Patrick’s Day event. This took almost the full Public Properties Staff and WSI to clean and survey the damage caused.
- Installed 14 new thermoplastic stop bars in various locations throughout the City.
- Fertilization continued throughout the City; applying pre-emergent to all City green spaces. Pot ash installed on Horan Park to help with turf damage.

UTILITY DIVISION

- 174 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.
- Crew chief participated in a webinar (Lift station maintenance & awareness).
- Every even month the water meter is brought to the county yard in Largo to be read for billing purposes.
- Down sized the specs for the new Utilities truck we are to receive this year.
- Went to Que’s in Orlando for some repairs for our CCTV camera.
- Responded 39 times to various lift stations for an alarm during or after hours.
- Responded to 13 reports of wastewater blockages.
- Put up and removed banners from the Bayway and 75th Ave several times this quarter; staff also assisted with the setup of several other events this quarter.
- We have three 3HP pumps that have been rebuilt and are currently in stock.
- Pump Station #2 - a 20HP pump was rebuilt and is currently in service; we also had to replace the 50amp breaker.
- Crew chief was present for the Gulf Blvd paving from 55th Ave to Gulf Winds Drive.
- Staff spent several days cleaning out the Police Station after it was vacated.
- Met with our engineering consultants Kimley Horn at various locations discussing potential projects for PS#2, PS#3 and force main #3 as well as new pumps for the master pump station.
- Utilities staff have been doing alley maintenance; we have been grading, removing asphalt and putting down shell as requested.
- We had an intern riding along with us for a few days observing our daily routine.

- Attended a budget meeting for the Department with the Director and the Operations Manager.

Master Pump Station

- Both wet wells were cleaned and the grease buildup was removed.
- The odor control unit was serviced (belt was changed, greased & acid washed).
- All four VFDs - the air filters have been cleaned.
- We installed pressure sensor switches in the wet wells; these sensors took the place of the bubbler system that was constantly causing problems.
- Two of our 125HP pumps were sent out for repairs; one of the pumps is back and is currently in service.
- Rocha Controls made some updates to the PLC.
- Gave a tour of the Master Pump Station.
- The emergency generator is tested weekly.

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; we receive an updated list weekly from Pinellas County.
- Attended a budget meeting for the Department with the Director and Operations Manager.
- The Reclaimed Water Booster Station Generator Enclosure and fuel tanks were replaced.

Stormwater

- Stormwater grates were cleaned after rain events.
- Dug out 1st & 2nd Ave stormwater line 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.
- Cleaned all the French Drains throughout the city.
- Attended a budget meeting for the Department with the Director and Operations Manager.
- Made some repairs to our stormwater screens along Maritana Drive.
- Staff has made repairs to several catch basins & lids and also to the stormwater outfall pipes.

CONSTRUCTION

- Bid and awarded repairs to Merry Pier.
- Bid and awarded repairs to Vina Del Mar Bridge.
- ROW Permit and Inspections.

- Reviewed of stormwater master plan update delivered by CPWG. Reviewed master plan presentation.
- Met with engineers from Kimley-Horn to discuss projects at PS #2, PS#3, and FM#3.
- Inspected and reviewed scope of work for tennis court resurfacing. Assembled RFP and bid tennis court improvements.
- Contractor worked on punch list items on seawall projects at McKenney Park and Boca Ciega Dr.
- Reclaimed Water Booster Station Generator Housing/Tank was delivered and installed. Work has stalled awaiting acceptable pricing to pull new wire to replace broken/stripped wiring.
- Design for lighting of the palm trees along Gulf Blvd., BPR, and 75th Ave, is complete. Permits have been received. The City must wait for an MOA from FDOT prior to bidding and starting construction. FDOT currently has a moratorium on MOAs.
- Garland Company, Inc., is completed design and specifications for the roofing projects. We decided to only pursue the Gym roof under the US Communities contract. Pre-Bid meeting should be held in the next two weeks.
- Attended a kick-off meeting with George Solar & Co., Inc., the sidewalk/curb contractor for FY 2012-13.
- Met with Northside Engineering regarding stormwater mitigation credit for the Sirata.
- Met with Rowland regarding Force Main #2 project close-out. Milling and Paving of Gulf Blvd. from 55th Ave. to Gulf Winds Dr. was completed.
- Completed close-out documents for the landscape improvements on Gulf Blvd/BPR/75th Ave and prepared reimbursement submittal for both FDOT and Big C.
- Met with gym floor contractor regarding upcoming gym floor work. George F. Young began work on the specification for the concrete slab infill.
- Attended NPDES Municipal Coordination Meeting to discuss TMDLs and new permit language.
- Completed project close-out presentation.
- Hennessy completed their scope of work at the fire stations. Additional work to be completed to close in the sliding glass doors at the bunk room at Station #23. Completed initial punch-list at the Fire Stations.
- FDOT completed final inspection on Gulf Blvd/BPR landscaping.
- Attended audit for the Energy Efficiency Grant with the State of Florida.
- Completed two (2) site plan reviews for Community Development Department.
- Pile relocation and removal was completed at the wastewater subaqueous line.
- Toured completed City construction projects with Intern.
- CityView GIS is officially up and running. Completed a User's Manual for City Employees.
- Worked on numerous agenda items for the upcoming City Commission Meeting.
- Met with a Playmore playground consultant regarding new playground installations.
- Worked on CIP budget for FY2014.
- Met with FDOT for a LAP kick-off meeting.
- Covering of the sub-aqueous line is still scheduled for April. Working on a firm date with Dive-Tech.
- Received 90% seawall design drawings. Design is under review.
- Received quote for street sweeping services based upon Sarasota County contract. Pricing is under review.
- Bids for Tennis Court Improvements were received and are under review.
- Started work on new advertisement for engineering services for Blind Pass Road project.

CITY COMMISSION AGENDA ITEMS

- Public Services FY 2011-12 Fourth Quarter Report.

- FDOT installation of two new crosswalks at the median island 200' north of 52nd Ave and at the median island 600' north of 52nd Ave on Gulf Boulevard (SR 699).
- Waive the bid requirement and authorize the City Manager to enter into a purchase agreement with Kloote Contracting for \$18,783 for Alley Rehabilitation.
- 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.
- 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.
- 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. 8th, 2013, to Jan. 8th, 2016.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Cribb, Philbeck, Weaver Group, Inc. (CPWG) Stormwater Master Plan update presentation.
- 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.
- 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.
- Public Services FY 2012-13 1st Quarter Report.
- 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.
- Capital improvement project close outs:
 - o PLC Panel Replacement
 - o Manhole Rehabilitation
 - o Lift Station #10
 - o Lift Station #4
 - o 20th Ave. Street End Improvements
 - o FY2012 Street Rehabilitation
 - o Sunset Park
 - o Seawalls
 - o Stormwater Outfall Cleaning
 - o Peg Creed Park
- 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.
- Authorization for the City Manager to accept a proposal from Michael Baker Jr., Inc. in the amount of \$125,250 to complete design engineering for Blind Pass Road from 73rd Avenue to Gulf Blvd.

- Ratification of the City Manager decision to pay Luke Brothers Inc. \$25,296 in FY 2012 to trim Washingtonia Palms citywide.
- Authorization for the City Manager to direct Pinellas County to install potable water meters and service taps to five (5) medians on Gulf Blvd and Blind Pass Road at a cost of \$10,935.
- Ratify the City Manager decision to accept a proposal from Rowland, Inc. in the amount of \$12,500 to affect stormwater repairs at 3880 Belle Vista Drive East.
- Authorize the City Manager to enter into a purchase agreement with Sieg & Ambachtsheer for bridge repairs at Vina Del Mar Bridge in the amount of \$107,500.
- Ratify the City Manager decision to expend \$26,914.79 for park restoration at Sunset Park following Tropical Storm Debby.
- Authorize the City Manager to enter into a purchasing agreement with Speeler Foundations, Inc., for \$102,900 for repairs to Merry Pier.
- Authorize the City Manager to construct a dog park in McKenney Park.

Recreation Quarterly Report – 2nd Quarter

January – March 2013

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)
- Enrolled 78 youth in the Magic Basketball program that started in March 2013
- Monday Night Softball this fall had 4 teams
- Co-Ed Wednesday Night Softball this fall had 6 teams
- 45 and older basketball programs had 5 teams each this winter
- The Fitness Center has moved into the Upham room and is now a full service fitness gym with cardio equipment, strength training equipment, free weights and bands and balls. The room also added new mirrors and acoustical panels.
- The Fitness Center revenue increase 25% since the completion of the renovation and move of equipment.
- The SilverSneaker program has 83 enrolled members that averaged 250 visits to the center a month bringing in, on average, \$750 in revenue a month.
- The St Pete Beach Classic had over 1600 runners in all the races
- Music in the Afternoon was held in February and March with over 75 in attendance for each one
- Hosted a sold out Community Wide Yard Sale in January
- Senior Excursion trips were a big hit. Some trips had over 50 seniors going to places like the Hard Rock Casino, Ybor City, Rays spring training game and more. Trips ran every Friday this quarter.
- Final Friday youth night was held the last Friday of each month with over 20 participants
- Spring Break Camp had 35 youth registered and 8 registered for fishing camp during the week of March 25-29.
- Instructor led program revenue for 2nd quarter was \$26,450. That is up considerably from last year's second quarter of \$6,615.
- Staff led programs revenue for 2nd quarter was \$55,238. That has more than doubled from last year's second quarter which was \$26,621.

Pool

- Underwater Egg Hunt was held on March 23 with 128 participants and over 200 spectators
- Four Private Rental-200 participants
- One Umbrella Rental-30 participants
- Swim Team 35 -Swim Team Members
- Offered a Lifeguarding Class to the Treasure Island Fire Department
- Water Aerobics and Water Zumba Classes are going strong.
- High School Developmental Team has 8 participants that swim year round

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 paper promoting winter programs
- 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
- Attended Health Fair at Pasadena Elementary in March
- 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
- Received #1 Bride's Choice for venues 2012 on WeddingWire.com

Rentals

- Community Center Rentals: 15
- 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 St Pete Beach Classic meeting and race party for volunteers
- Park Rentals: 13
- Warren Webster: 4 (above the regular scheduled meetings and civic group meetings)

Permitting

- 19 Vehicle on the beach permits were issued this quarter
- 22 special event permits were issued for events happening this quarter

Staff

- Jennifer attended the Florida Recreation and Parks Association Agency Summit in Orlando in March 2013
- Jennifer served and continues to serve on an advisory committee for United States Tennis Association (USTA) Florida designing a new tennis format for seniors called Masters Tennis.
- Suzanne received her Certified Pool and Spa Operator certification (CPO)
- 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 completed a Wordpress training titled "Creating Wordpress Websites".
- Ty Fraser, Luke Smith, and Jordan Balzar completed 30 hours of childcare training as required by the Department of Children and Families for the licensed after school program.