Table of Contents

COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, July 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. **Good Citizens Awards**
   b. **Capital Improvement Project Close Outs.**

3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.

4. **Consent**
   a. **Approval of June 25, 2013 Regular Meeting minutes and the July 9, 2013 City Commission Shade and Regular Meeting minutes**

b. **Authorize the City Manager to enter into a purchasing agreement in the amount of $88,186.58 with Southeastern Surfaces & Equipment, Inc. to replace the gym floor.**
c. **Authorize the City Manager to sign modification #2 for the FDOT District Seven Highway Beautification Maintenance Memorandum of Agreement (MOA) for the City of St. Pete Beach to construct and maintain new aesthetic landscape median up-lighting on the SR 699 right-of-way.**

5. **Action Items**
   a. **Authorization to approve special event application and street closure for the 5th Annual VW Beach Bash scheduled for September 1, 2013.**
   b. **Amendment to the City Attorney Retainer Agreement**
   c. **Authorize the City Manager to sign a proposal from CPWG in the amount of $104,400 to perform preliminary engineering for Pass-A-Grille Way.**
   d. **Presentation of a final report prepared by the Tampa Bay Regional Planning Council and related to findings and conclusions resulting from two economic development workshops that were conducted for the Corey Avenue District.**

6. **Ordinances**
   a. **Ordinance 2013-18, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the Capital Project Fund for fiscal year ending September 30, 2013, providing for funding and providing for an effective date.**

7. **Resolutions**
   a. **Resolution 2013-11, a resolution of the City of St. Pete Beach, Florida establishing the tentative millage rate for trim notices.**
   b. **Resolution 2013-12 authorization for the lease/purchase of a squad/pumper for the Fire Rescue Department.**

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.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Capital Improvement Project close outs.

Date: July 23, 2013

Prepared By: Steven J. Hallock, Public Services Director

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

- Emergency wastewater force main #2 replacement
- Reclaimed water generator repairs
- Master Pump Station sub-aqueous pipe protection
- Merry Pier repairs due to TS Debby

Reviewed by City Manager: MB

CITY COMMISSION MEETING

MINUTES

JUNE 25, 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
Susan Churuti, City Attorney
Rebecca Haynes, City Clerk
Elaine Edmunds, Administrative Services Director
Steve Hallock, Public Services Director
Jennifer McMahon, Recreation Director
Phyllis Ruscella, Library Administrator
Renee Cooper, CIP Manager

1. Changes to the Agenda

Mayor McFarlin requested to add a discussion regarding rebranding and marketing the Boca Ciega Room at the St. Pete Beach Community Center. It was added under Items for Discussion.

2. Presentations

a. Presentation by the City's engineering firm, Michael Baker, Inc., regarding the status of design engineering for the Blind Pass Road Reconstruction Project.

City Manager Bonfield noted the project was presented several years ago and covers the City owned portion of Blind Pass Road from Gulf Boulevard to 73rd Avenue.

Public Services Director Hallock introduced and presented a power point presentation showing the progress that has been made on the street design since the Florida Department of Transportation (FDOT) removed itself from the project in 2012.

Jerry Dabkowski, PE, representing Michael Baker, Inc., described the plan to narrow Blind Pass Road from Gulf Boulevard to 73rd Avenue, and to include new sidewalks, non-vehicular mobility and bicycle-vehicle share lanes. Mr. Dabkowski also reported on the construction schedule, costs, and traffic detour plans. He assured the audience there would be access for residents and businesses during construction.

Mayor McFarlin asked for questions relating to the presentation from the audience.

3. Audience Comments

John Michael, Bay Street, spoke in opposition to narrowing the street in the Blind Pass Road Project.

Lisa Robinson, Boca Ciega Drive, suggested that, by narrowing Blind Pass Road, the traffic would increase on Boca Ciega Drive.

Douglas Neibaum, 70th Avenue, requested the City consider the drainage problems in the areas around 70th Avenue and Boca Ciega Drive when working on the Blind Pass Road project.

Debra Edney, 73rd Avenue, asked that everyone remember her nephew, Joey Turner.

Deborah Schechner, Boca Ciega Isle Drive, spoke in opposition to the downtown couplet as well as opposing bicycles and vehicles sharing lanes as outlined in the repaving project.

Joanne Lentino, Boca Ciega Drive, requested to allow additional space for riding bikes in consideration of the bicyclists.

Janice Hunter, Boca Ciega Drive, requested more consideration for bicyclist and pet walkers on the Blind Pass Road Project. She suggested possibly constructing a sidewalk on one side and bicycle path on the other instead of two sidewalks.

Staff will explore additional alternatives and report back to the Commission.

4. Consent

a. Authorize the City Manager to accept a proposal from Kimley-Horn and Associates in the amount of $78,400 to provide general engineering services for the replacement of two pumps at the Master Pump Station.

b. Authorize the City Manager to hang Taste of the Beaches banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for Tampa Bay Beaches Chamber of Commerce.

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

5. Action Items

a. Designation of voting delegate for the 87th Annual Florida League of Cities Conference.

Commissioner Parent commented that he has been the designated voting delegate for the past three years and volunteered to serve again this year, since he is attending the conference in Orlando.

Vice Mayor Huhn moved to nominate Commissioner Jim Parent to be the St. Pete Beach voting delegate at the 87th Annual Florida League of Cities Conference. The motion was seconded by Commissioner Shavlan and unanimously approved by an individual roll call vote.

6. Ordinances

a. Ordinance 2013-15, First Reading and Public Hearing, excluding pets from all baseball and softball fields.

City Manager Bonfield explained that an ordinance must be adopted in order to enforce the long-standing policy of not allowing dogs to run loose in the fields.

Commissioner Shavlan moved to approve Item 6(a), Ordinance 2013-15, an ordinance of the City of St. Pete Beach, Florida; amending Chapter 58 – Parks and Recreation, Article II – City Parks and Facilities, Section 58-25 – Domestic Animals to exclude pets from all baseball and softball fields; providing for severability; providing for repeal of ordinances or parts of ordinances, in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

John Michaels, Bay Street, supports allowing dogs on the ball fields.

Mayor McFarlin called for the vote.

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

b. Ordinance 2013-16, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation to the general fund and additional revenue for the capital project fund for fiscal year ending September 30, 2013; providing for funding; providing for an effective date.

City Manager Bonfield explained the proposed ordinance will allow for adjustments to the General Fund as follows:

- Savings in the amount of $400,000 from the police department budget are being reallocated to the City Manager's budget for transfer to the Capital Projects fund.
- A copier was moved from the police department to the City Manager's Office. An adjustment of $4,000 is necessary to reallocate the remaining cost for the lease.
- The Recreation Department received donations exceeding the amount budgeted by $1,800. These monies will be used to purchase swim buoy lanes for the pool.
- The city received $2,508 in grant monies to be used toward the purchase of a sound meter at a cost of $3,455 which is utilized by the Pinellas County Sheriff's Office.
- The City received $25,212 in FEMA reimbursements to offset the cost of the alley work and replacement of buoys from Tropical Storm Debby ($22,567) and fencing at a park ($2,645).

Vice Mayor Huhn made a motion to approve Item 6(b), Ordinance 2013-16, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation to the general fund and additional revenue for the Capital Project Fund for Fiscal Year ending September 30, 2013; providing for funding; providing for an effective date. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

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

7. <u>Resolutions</u>

a. Resolution 2013-08, amending and restating Resolution 2009-12 which governs actions and deliberations during City Commission meetings in order to maintain decorum.

City Attorney Churuti explained the recent changes made by the Florida legislature – effective October 1 - that enhance a citizen's ability to speak at public meetings. Having an appropriate decorum resolution insulates the Commission from liability. Ms. Churuti requested changes on Page 5 keeping 'Persons' in the language and to change 'Chief of Police' to 'Pinellas County Sheriff' and to change 'St. Pete Beach Police Department' to 'Pinellas County Sheriff's Office'.

Commissioner Pletcher moved to approve Item 7(a), Resolution 2013-08, a resolution of the City Commission of St. Pete Beach, Florida amending and restating resolution No. 2009-12, which governs actions and deliberations during City Commission meetings in order to maintain decorum; with changes made by the City Attorney; and providing for an effective date. The motion was seconded by Vice Mayor Huhn and unanimously approved by an individual roll call vote.

8. Items for Discussion

a. Discussion on re-naming/re-branding the Boca Ciega Room

Mayor McFarlin suggested re-naming/re-branding the Boca Ciega Room at the Community Center to better market the facility and increase the long-term advantages (with name recognition). He requested fellow Commissioners consider a variation of names to include the name of the largest private investor, Ms. Beth Morean.

The City Clerk will receive written input from the Commissioners and staff will place the item on the agenda for the next meeting.

b. Discuss future improvements/uses for public facilities in the Corey area, including library, City Hall and former Police Station

Staff was directed to return with options for all facilities, and an estimate to demolish the former police building and construct a parking lot on the property.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported on the Big C Breakfast Meeting set for Wednesday at the Community Center, the Finance & Budget Review Committee meeting scheduled for July 2nd at 12:30 p.m., the Fourth of July fireworks will be held at Upham Beach and the ribbon cutting ceremony for McKenney Dog Park is scheduled for July 10th at 4:30 p.m. Mr. Bonfield noted that the Department of Economic Opportunity has received our Comp Plan transmittal letter and will formally respond by July 18, 2013. The City Manager then reviewed the upcoming agenda items.

City Attorney Churuti announced a Shade Meeting of an Attorney-Client session for Tuesday, July 9, 2013, at 5:00 p.m., in accordance with Chapter 286.011 of the Florida Statutes for the following lawsuits:

- Anderson v. City of St. Pete Beach, Case No. 11-001319-CI-08
- Anderson v. City of St. Pete Beach, Case No. 2D12-5969
- Chmielewski v. City of St. Pete Beach, Case No. 06-002925-CI-11

- Chmielewski v. City of St. Pete Beach, Case No. 09-019562-CI-11
- Chmielewski v. City of St. Pete Beach, Case No. 12-008226-CI-11
- Coconut Inn, LLC and Joseph Caruso v. City of St. Pete Beach, Case No. 11-9375-CI-07

Ms. Churuti announced those who will attend the Shade Meeting and reported that the minutes of the meeting will remain confidential until the conclusion of the lawsuits, at which time they will be available through the City Clerk of the City Commission.

Ms. Churuti advised that she was recruited by the Florida League of Cities to serve on a legislative committee during their annual conference.

Commissioner Pletcher reported that she just returned from the Charleston area and discussed the historical coastal communities she visited.

Commissioner Shavlan had no report.

Commissioner Jim Parent reported on the Big C Breakfast meeting, noted his monthly round-table at the Library on Wednesday evening, commented on writing a letter in support of a historical resource survey grant, wished everyone a safe Independence Day celebration and reminded everyone of the annual sea oat planting this coming Saturday. Mr. Parent noted that Mr. Jacobus (Police Pension Board Member) is training to climb Mount Kilimanjaro

Vice Mayor Huhn reported the merchants on Corey Avenue are welcoming visitors and that Gone to the Dogs was recognized as "Retailer of the Year".

Mayor McFarlin wished everyone a happy 4th of July and thanked everyone who works towards making positive changes within 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: ___________

CITY COMMISSION SHADE MEETING

MINUTES

JULY 9, 2013

5:00 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 Davis, City Attorney
Rebecca C. Haynes, City Clerk

1. Attorney – Client Session

a. Anderson v. City of St. Pete Beach, Case No. 11-001319-CI-08
b. Anderson v. City of St. Pete Beach, Case No. 2D12-5969
c. Chmielewski v. City of St. Pete Beach, Case No. 06-002925-CI-11
d. Chmielewski v. City of St. Pete Beach, Case No. 09-019562-CI-11
e. Chmielewski v. City of St. Pete Beach, Case No. 12-008226-CI-11
f. Coconut Inn, LLC and Joseph Caruso v. City of St. Pete Beach, Case No. 11-9375-CI-07

2. Adjourn to Closed Session

Mayor McFarlin adjourned the meeting to the Closed Session at 5:02 p.m.

3. Reopen to Public Session

Mayor McFarlin reopened the Public Session at 5:50 p.m.

4. Termination of Attorney Client Session

Mayor McFarlin announced the termination of the Attorney Client Session at 5:51 p.m.

Attest:

__________________________ ______________________
Rebecca C. Haynes, City Clerk Steve McFarlin, Mayor

Minutes approved on: ___________

CITY COMMISSION MEETING

MINUTES

JULY 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 Edmund, Administrative Services Director
George Kinney, Community Development Director
Steve Hallock, Public Services Director
Jennifer McMahon, Recreation Director
Phyllis Ruscella, Library Administrator
Dave Mancusi, Deputy/PCSO

1. Changes to the Agenda

City Attorney Davis requested to add approval for professional services to the agenda.

City Manager Bonfield noted "Approval of Letter of Agreement for Professional Services" will be added as Action Item 5 (c).

2. Presentations

There were no presentations.

3. Audience Comments

Deborah Edney, 73rd Avenue, commented on correspondence she received from a local newspaper employee.

Deborah Schechner, Boca Ciega Isle Drive, spoke in opposition to renaming the Boca Ciega Room at the Community Center.

Paul Pfister, Gulf Boulevard, commented about an article in a newspaper regarding a 'sunshine lawsuit'.

Paul Cuticchia, Silver Sands II Condominiums, complimented the City on this year's Independence Day firework display.

4. Consent

a. Approval of Minutes of the Regular Meeting of June 11, 2013.

b. Authorize the City Manager to enter into an Interlocal Agreement with Pinellas County for maintenance of traffic control signals and related devices.

c. Authorize the City Manager to amend the current contracts with Ashbritt, Inc., and Neel-Schaffer to incorporate federal form FHWA-1273.

d. Authorize the City Manager to enter into a purchasing agreement in the amount of $199,851 with Garland/DBS, Inc. for the replacement of the Gym roof.

Commissioner Parent moved to approve the Consent Agenda, Item (a), (b), (c) and (d) as presented. The motion was seconded by Commissioner Shavlan and unanimously approved by individual roll call vote.

5. Action Items

a. Authorize the City Manager to complete the Blind Pass Road (Gulf Boulevard to 73rd Avenue) design engineering.

City Manager Bonfield reiterated the Commission's direction from the previous meeting to modify the design to move the sidewalk off the curb to create a landscape area and to provide better bicycle safety instead of the proposed share lane.

Public Services Director Hallock explained that in order to move the curb, the City would incur the expense of moving the water pipe on the east side and the reclaimed water system on the west side of the street. Mr. Hallock also noted that if the sidewalk is widened on the east side, there will be an expense to move the electric poles. On the west side, there is room to install an 8-foot sidewalk and still keep the bicycle/vehicle share lane.

Commissioner Pletcher requested the total cost of the project. Mr. Bonfield responded that the current project is approximately $550,000 for the roadway and approximately $650,000. This does not encroach on properties where residents are accustomed to parking vehicles.

Commissioner Huhn requested additional information, more options and a quote for undergrounding utilities; and suggested receiving input from the Planning Board for alternatives for consideration.

Commissioner Parent suggested reviewing parameters of the project such as current vehicle parking on front lawns.

Commissioner Shavlan commented on the limited funds available for any additional work on this project and recommended looking at Corey Avenue revitalization in connection with the Blind Pass Road project.

Mr. Hallock recommended using FDOT funding for the landscaping.

Mayor McFarlin asked if anyone had any problem with the paving portion of the project so the project could continue with the basics.

It was noted the goal is to resurface the road and the landscape can be added at a later date.

> **Commissioner Shavlan moved to approve Item 5(a), authorizing the City Manager to complete the Blind Pass Road (Gulf Boulevard to 73rd Avenue) design engineering. The motion was seconded by Commissioner Parent and unanimously approved by roll call vote.**

b. Changes to the Fiscal Year 2013 Capital Improvement Projects list

City Manager Bonfield provided the list of projects scheduled for completion this fiscal year, using funds that are currently allocated to the Blind Pass Road construction, and the projects that have been completed this fiscal year using CIP funds.

> **Commissioner Shavlan moved to approve Item 5(b), approving the revised Fiscal Year 2013 Capital Improvement Projects list. The motion was seconded by Commissioner Parent and unanimously approved by an individual roll call vote.**

c. Approval of Letter of Agreement for Professional Services

The City Attorney explained the land use and planning Letter of Agreement is with the firm of Calvin, Giordano & Associates, Inc. regarding the lawsuit filed by Chester J. and Katherine A. Chmielewski.

Vice Mayor Huhn moved to approve Item 5(c), the Letter of Agreement for Professional Services with Calvin, Giordano & Associates, Inc. through David P. Healey, Director, Tampa Bay Region. The motion was seconded by Commissioner Shavlan and unanimously approved by an individual roll call vote.

6. Ordinances

a. Ordinance 2013-15, Final Reading and Public Hearing, excluding pets from all baseball and softball fields.

City Manager Bonfield reported that the ordinance allows for violators to be cited.

Commissioner Parent moved to approve Item 6(a), Ordinance 2013-15, an ordinance of the City of St. Pete Beach, Florida; amending Chapter 58 – Parks and Recreation, Article II – City Parks and Facilities, Section 58-25, - Domestic animals to exclude pets from all baseball and softball fields; providing for severability; providing for repeal of ordinances or parts of ordinances, in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for Commissioners' comments. There were none.

Mayor McFarlin called for the vote.

The ordinance was unanimously passed by an individual roll call vote.

b. Ordinance 2013-16, Final Reading and Public Hearing, providing a supplemental appropriation to the general fund and additional revenue for the capital project fund for fiscal year ending September 30, 2013 providing for funding, providing for an effective date.

City Manager Bonfield reported that this is a supplemental action to recognize things that have changed during this budget year as follows:

- Savings in the amount of $400,000 from the police department budget are being reallocated to the City Manager's budget for transfer to the Capital Projects Fund.
- A copier was moved from the police department to the City Manager's office. An adjustment of $4,000 is necessary to reallocate the remaining cost for the lease.

- The Recreation Department received donations exceeding the amount budgeted by $1,800. These monies will be used to purchase swim buoy lanes for the pool.
- The city received $2,508 in grant monies to be used toward the purchase of a sound meter at a cost of $3,455 which is utilized by the Pinellas County Sheriff's Office.
- The city received $25,212 in FEMA reimbursements to offset the cost of alley work and replacement of buoys from Tropical Storm Debby ($22,567) and fencing at a park ($2,645).

Vice Mayor Huhn moved to approve Item 6(b), Ordinance 2013-16, Final Reading and Public Hearing, providing a supplemental appropriation to the general fund and additional revenue for the capital project fund for fiscal year ending September 30, 2013 providing for funding, providing for an effective date. The motion was seconded by Commissioner Pletcher.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for Commissioners' comments. There were none.

Mayor McFarlin called for the vote.

The ordinance was unanimously passed by an individual roll call vote.

7. <u>Resolutions</u>

a. Resolution no. 2013-09, relating to community redevelopment within The St. Pete Beach Community Redevelopment Area, providing for findings; ratifying previous actions of the City Commission; adopting findings of necessity for designation of the Community Redevelopment Area pursuant to Section 163.355, Florida Statutes, designating the City Commission as the Community Redevelopment Agency pursuant to Section 163.357, Florida Statutes, approving revised boundaries for the Community Redevelopment Area and approving a revised blight study for The Community Redevelopment Area.

City Manager Bonfield stated that this resolution ratifies the action taken by the City Commission concerning the adoption of the Community Redevelopment Area (CRA). Back in 2005, the city adopted a finding of necessity, which is laid out by state statute, as the initial requirement in establishing a CRA. The state statute has criteria to be met for an area to be considered as a CRA. The next requirement will be adopting a CRA plan.

City Attorney Mike Davis stated that the Resolution needed to be modified on page 55, Paragraph C. as the following:

C. Finding of Necessity. The City Commission does hereby expressly find that one or more blighted areas exist in the city and that rehabilitation, conservation or redevelopment, or a combination thereof, of the Area are necessary in the interest of public health, safety, morals or welfare of the residents of the City.

Commissioner Pletcher moved to approve Resolution no. 2013-09, a resolution of the City Commission of the City of St. Pete Beach, relating to community redevelopment within the St. Pete Beach Community Redevelopment Area, providing for findings, ratifying previous actions of the City Commission, adopting findings of necessity for designation of the Community Redevelopment Area pursuant to Section 163.355, Florida Statutes, designating the City Commission as the Community Redevelopment Agency pursuant to Section 163.357, Florida Statutes, approving revised boundaries for the Community Redevelopment Area and approving a revised blight study for the Community Redevelopment Area, and providing for an effective date, and including the changes in paragraph C that City Attorney Michael Davis recommended. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

William Pyle, Sunset Way, representing Silver Sands II Association and as an individual citizen, read a brief letter from the Silver Sands Condo Association II to City St. Pete Beach Commission in opposition to the resolution. Mr. Pyle gave a copy of the letter to the City Commission and the City Clerk.

Deborah Edney, 73rd Avenue, spoke about the CRA and that the money should be distributed evenly throughout the city.

Paul Cuticchia, Silver Sands II Association, Building B, referencing the letter Mr. Pyle read, stated that there had been no meeting referencing the resolution at Silver Sands Condo Association.

Deborah Schechner, Boca Ciega Isle Drive, commented that City Commissioners are not the only representatives who can sit the CRA board, that residents can also be involved. Ms. Schechner expressed a concern about the CRA monies being used for private enterprise.

Mayor McFarlin closed audience comments and called for the vote.

The resolution was unanimously passed by an individual roll call vote.

City Manager Bonfield commented that the qualifications are for slum or blighted. The characterization St. Pete Beach is considered blighted because of the age of the structures, parcelization, and lack of investment in properties. City Manager Bonfield also added that the City Commissioners are the only members allowed to sit on the CRA board, which is a requirement of Pinellas County. The county will require a specific list of projects that will be funded that they will have the ability to approve. There can be an advisory board which is made up of a mixture of residents and businesses in the community.

8. Items for Discussion

a. Discuss future improvements and/or uses for the former Police Station.

Steve Hallock, Director of Public Services, stated he received an estimate to demolish the former police station for $70,000 with the demo company having salvage rights. Mr. Hallock also received an estimate to construct a parking lot on the site for $250,000. The City Commission decided to wait until the City Commission Budget Workshop on 7/17/13 to make a decision.

b. Discussion of Re-Branding the Boca Ciega Room and/or Community Center.

The general consensus of the City Commission was to include the entire Community Center and to discuss the re-branding further at a future date.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported the following: the city received a letter of no objection on July 3, 2013 from the Department of Economic Opportunity on the comprehensive plan submittal; Tampa Bay Beaches Chamber of Commerce, Summer Sizzler on July 20, 2013; City Commission Budget Workshop on July 17, 2013 and July 18, 2013; ribbon cutting at McKenney Dog Park on July 10, 2013; Vina Del Mar Bridge repairs will begin on July 15, 2013. City Manager Bonfield reviewed topics for the next City Commission meeting.

City Attorney Davis had no report.

Commissioner Pletcher suggested that a decision be made as to what is allowable for parking with a decal on Pass-A-Grille Way. She noted there have been RV's camped for the weekend and several parking spaces taken by a commercial paddleboard rental company.

Commissioner Shavlan stated that the Coral Reef is holding a public hearing at Pass-A-Grille Community Center at 7 p.m. on July 11, 2013 and reminded everyone about the Sunday Suntan Market from 10:00 a.m. to 3:00 p.m.

Commissioner Parent thanked the participants of his Roundtable in June and for the support from the new members on his e-mail list. Mr. Parent reported that Mr. Jacobus, Member of the Police Officers' Pension Board, accomplished his climb of Mt. Kilimanjaro on July 7, 2013. Commissioner Parent commented on attending a Finance

& Budget meeting on July 2, 2013. Commissioner Parent stated he made several comments during the meeting and proposed having an operating reserve. Commissioner Parent was later informed about a 2005 Resolution stating that suggesting a course of action or recommendation to the Board or a member circumvents the purpose and intent of the system. Commissioner Parent stated that he was not aware of the Resolution from 2005.

Vice Mayor Huhn had no report.

10. <u>Adjournment</u>

There being no further business to come before the commission, the meeting was adjourned at 8:57 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 in the amount of $88,186.58 with Southeastern Surfaces & Equipment, Inc. to replace the gym floor.
Date:	07/23/13
Prepared By:	Steven J. Hallock, Public Services Director

Summary of Issue:

Due to roof leaks and past water intrusion staff recommended replacing the gym floor in FY 2013 and $70,000 was approved within the Capital Improvement Plan (CIP) budget. During project scope development it was decided to use a higher quality floor material, perform backstop maintenance, and purchase new bleachers as a part of this project. As a result the total project budget will be $113,830.22.

Project budget:

- Remove and replace floor $76,448.58
- Backstop maintenance $ 5,078.00
- New bleachers $ 6,660.00
- Moisture barrier (if needed) $21,243.64
- Contingency (e.g. electrical work) $ 4,400.00

We will need to use some remaining CIP fund balance in order to complete the project. We had planned to use this to resurface the tennis courts at Lazarillo, Vina Del Mar, and Hurley Parks but we will not be able to perform these projects and stay within the CIP budget, especially if the gym floor moisture barrier is determined necessary.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement in the amount of $88,186.58 with Southeastern Surfaces & Equipment, Inc. to replace the gym floor."

Attachments:
Gym Floor Quotation
Gym Floor Purchasing Agreement

Reviewed by City Manager: MB

Southeastern Surfaces & Equipment, Inc.

Florida State Certified M/WBE
Florida State Certified General Contractor – CGC 012423

Post Office Box 602 • New Smyrna Beach • Florida • 32170 • Office (800) 644-8875 • Fax (386) 428-8767

QUOTATION

TO: St. Pete Beach Rec Center	**DATE:** 7/12/2013
Attn: Jennifer McMahon	**PHONE:**
	FAX:
From: Rebecca Carlisle	
Email: rcarlisle@sseteam.com	**QUOTE #** 12-12-393REV5

PROJECT: St. Pete Beach Recreation Center

We are pleased to provide pricing as follows:

Mondo 6mm, delivered and installed with floor removal and disposal from NJPA

M098, Base Removal 300 LF # .32	$ 96.00
M100, wood floor removal, 6203 @ $1.31	8,125.93
M108,skim coat, 6203 @ .17	1,054.51
M111, new base, 300 LF @ 2.50	750.00
M116 Dumpsters, 3 @ 750	1,500.00
M004 6mm Advance, 6203 SF @ $8.14	$ 50,492.42
Total	**$ 62,018.86**

Miscellaneous Work from Sarasota Bid

127 (a) and (d), 5 color logo (1500 + 250)	$ 1,750.00
155 40 bags Ardex (allowance)	3,000.00
#136, Repaint BB lines, 1 @ 750	750.00
#137, 2 VB and 3 Pickleball, 5 @ 350	1,750.00
#206 – Labor to handle bleachers, 35 man hours X 55/man hour	1,925.00
#208, Helper, standard working hours (items not detailed in bid) 32 hrs x $25	800.00
#128, 3' Standard VanDuerr Ramps, 4 @ $300	1,200.00
#129, 6' Standard VanDuerr Ramps, 4 @ $600	2,400.00
#210, Materials not used in the regular course...Van Duerr Landings 763.15 x .12%	854.72
	$14.429.72

Revised Total for new floor	**$76,448.58**

If Moisture Barrier is required tested up to 12# ADD

M033 Everlay Underlayment 6203 SF @ $3.08	$19,105.24
M112 4" Vented Wall Base, 316 LF @ $7.40	2,338.40

569 Canal Street • New Smyrna Beach • Florida • 32168 • Voice (386) 428-8875 • Fax (386) 428-8767
37 North Orange Avenue • Suite 201 • Orlando • Florida • 32801 • Voice (386) 314-6662 • Fax (407) 264-8561
1500 W. Copans Road • #A-9 • Pompano Beach • Florida • 33064 • Voice (954) 491-9696 • Fax (954) 491-9697
5485 Hedgewick Way • Cumming • Georgia • 30040 • Voice (770) 886-8686 • Fax (770) 886-3433
3200 West End Avenue • Suite 500 • Nashville • Tennessee • 37203 • Voice (615) 255-3653 • Fax (615) 246-9005

M113 4" Vented Wall Base Corners, 1 case x $550.00 .... 550.00
Base from Above will be credit if this option required .... (750.00)
Total Add if Required $21,243.64

Backstop Maintenance: ALL PRICING BASED ON SARASOTA COUNTY PIGGY BACK

Preventative Maintenance and new cable and winches
Line Items:
#40, Service, 2 @ 175 .... $ 350.00
#43, 8 pulleys @ $40 .... $ 320.00
#46 Electric Hoists, 2 @ 1450 (*) .... $ 2,900.00
#44 4 Cables @ 60 .... $ 240.00
#74 Limit Switches 2 @ 75 .... $ 150.00
#84 Key Switches (* 2 @ 85 .... $ 170.00
#212 Rental, 0%, lift .... $ 500.00
#210, Materials not covered
Wall Bucks, 2 @ 200 X 12% .... $ 448.00
Total $5,078.00
(*) Does NOT include electrical work which WILL BE required.
~~**Four side courts:**~~
~~**Option #1 – wall mounted only**~~
~~#79 fan shaped boards @ 450 X 4 .... $ 1,800.00~~
~~#75 BAW goals 234 X 4 .... $ 936.00~~
~~#76 Manual Ht. Adj, 795X 4 .... $ 3,180.00~~
~~#210 Frames 175 X 4 = 700 X 12% .... $ 784.00~~
~~#206/#208 Labor to install frames~~
~~4 crew hours X $80/crew hour .... $ 460.00~~
~~**Total .... $ 7,160.00**~~
~~**Option #2, side folding**~~
~~#79 fan shaped boards @ 450 X 4 .... $ 1,800.00~~
~~#75 BAW goals 234 X 4 .... $ 936.00~~
~~#76 Manual Ht. Adj, 795X 4 .... $ 3,180.00~~
~~#210 Frames 385 X 4 = 1540 X 12% .... $ 1,724.80~~
~~#206/#208 Labor to install frames~~
~~4 crew hours X $80/crew hour .... $ 460.00~~
~~**Total .... $ 8,100.80**~~

Bleachers:

#174, 4 rows x 15' @ $1665/ea **$6,660.00**

Notes:

- We accept Visa, Master Card and American Express. Payments made using an American Express card will require an additional fee of 2.5%.
- Sales/Use taxes are INCLUDED in above bid amount.
- Payment and Performance Bonds are NOT INCLUDED in the above price. Add 1% for our standard bond form. If alternate bond forms are required there may be an additional cost and the forms will be subject to approval by our bonding company.
- Removal and disposal of existing equipment or materials is NOT INCLUDED.
- Materials stored at owner or GC's request will incur storage fees and handling charges.
- All electrical service requirements, including conduit, wiring and/or final hook which may be required shall be provided by electrical subcontractor.
- Hoisting for non-ground floor access, unless specifically indicated above is not included.
- Permits, if required, are not included and shall be provided by others at others expense.
- **Athletic Equipment** – We exclude all overhead support beams. Cradles, other accessories (i.e. height adjusters, safe straps, etc.), shot clocks, or finish painting are not included unless specifically indicated above.
- **Audience Seating** – Aisle lights, "special/custom/designer" (other than standard) fabrics, flooring finishes, other accessories (i.e. Tablet arms, donor plates, etc.), loose seating (i.e. folding chairs), or finished caps for floor anchors are not included unless specifically indicated above.
- **Exterior Grandstands** – All site work including clearing, grading or leveling is excluded. Concrete slabs which may be required beneath the grandstands are not included.
- **Flooring** -- Concrete slab must be level to 1/8" in a 10' radius and dry to 4.5# per 1,000 Sq.Ft. as tested by Calcium Chloride dry crystal testing methods. All slab prep work, including leveling, and associated cost is by others. Moisture test results must be provided to SSE prior to scheduling of crew to jobsite by others and at others expense. Thresholds, reducers, base and removal/reinstallation of anything on the floor (i.e. bleachers or floor inserts) which may be required are excluded unless specifically included above.
  - For Wood flooring contracts only; GC shall provide subcontractor with electrical service for floor sanders – 208 v./3phase/100 amps.
  - For Synthetic flooring contracts only; No concrete sealers or curing compounds are to be applied or mixed with the subfloors.
- **Operable Partitions** – GC to provide pre-punched overhead support beams to support the operable partitions. Sway bracing, sound plenums, blocking at wall and jamb, lock cylinders, pass doors, pocket doors, other accessories (i.e. marker boards), or caulking are not included unless specifically indicated above.
- **Telescopic Bleachers** – All electrical connections including manual disconnect shall be provided by electrical subcontractor.
- This quotation is good for 60 days and subject to delivery and installation in six months.

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Southeastern Surfaces & Equipment, Inc.
Gym Floor, Backstop Maintenance, and Bleachers

THIS AGREEMENT is hereby executed this 23 day of July, 2013, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Southeastern Surfaces & Equipment, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than November 1st, 2013.

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 $88,186.58, as full consideration for the goods or services provided hereunder.

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

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery, including all parts and labor associated with said repairs.

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, 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.

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

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

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

13. The prevailing party in any action to enforce or interpret this agreement shall be

entitled to reasonable attorneys fees incurred through all appellate proceedings.

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

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

As to Vendor:	As to City:
Southeastern Surfaces & Equipment, Inc. PO Box 602 569 Canal St. New Smyrna Beach, FL 32170	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.

Southeastern Surfaces & Equipment Vendor	CITY OF ST. PETE BEACH, FLORIDA
BY [signature]	BY ________________ CITY MANAGER
Tracie A. Ward, President NAME, TITLE (typed or printed)	
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 sign modification #2 for the FDOT District Seven Highway Beautification Maintenance Memorandum of Agreement (MOA) for the City of St. Pete Beach to construct and maintain new aesthetic landscape median up-lighting on the SR 699 right-of-way.

Date: 07/23/2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City has previously entered into a Memorandum of Agreement for maintenance of the FDOT right-of-way in order to accept grant monies and make landscape improvements on Gulf Blvd, 75th Ave, and Blind Pass Road (SR 699). A modification to this agreement was finalized on 5/21/2012 in order to consolidate MOAs, expand project limits, and address Governor Scott's Executive Order Number 11-02 requiring e-verify language to all State contracts.

Modification #2 allows the City to begin work on installing the aesthetic landscape median up-lighting. Design for this project is completed, FDOT has approved, and the City is ready to bid out the contract once Modification #2 is finalized. Funding for construction is available from Pinellas County under the Gulf Boulevard Beautification Project Interlocal Agreement. The City will need to complete the project and then request reimbursement as in the past. Both Pinellas County and the Barrier Islands Government Council (Big C) have been informed of the project.

Requested Motion: "I move to authorize the City Manager to sign modification #2 for the FDOT District Seven Highway Beautification Maintenance Memorandum of Agreement (MOA) for the City of St. Pete Beach to construct and maintain new aesthetic landscape median up-lighting on the SR 699 right-of-way."

Attachments: Modification #2
(Exhibit "A"-1 will be available at meeting if needed.)

Reviewed by City Manager: MB

Florida Department of Transportation

RICK SCOTT
GOVERNOR

DISTRICT 7 MAINTENANCE * (813) 975-6273
11201 N. McKinley Drive, MS 7-1200
Tampa, FL 33612-6456

ANANTH PRASAD, P.E.
SECRETARY

July 11, 2013

Mr. Steven Hallock, Director
City of St. Pete Beach Public Services Department
155 Corey Avenue
St. Pete Beach, FL. 33706-1839

RE: Modification #2 to FDOT MOA #01-11: Aesthetic Uplighting: Section 15100-000, SR 699 (Gulf Boulevard/Blind Pass Road): City of St. Pete Beach

Dear Mr. Hallock:

Attached are three (3) copies of the Modification mentioned above along with copies of the Modification's construction drawings (Exhibit "A"-1) and Maintenance Plan (Exhibit "B-1").

Please return three (3) executed copies of the Modification signed in original ink along with the construction plans, Maintenance Plan, and a copy of the Resolution authorizing the City's officers to enter into the Modification. Please have these items sent to my attention at the Florida Department of Transportation address shown above.

If you have any questions, please e-mail me at william.moriaty@dot.state.fl.us or call me at (813) 975-6638.

Sincerely,

Will Moriaty

William Moriaty
District Roadside Vegetation Coordinator

Attachments
Certified Mail Receipt 7012 0470 0001 0465 2418
WDM/wdm

cc: J. E. Beebe, P.E.
D.J. Kastelic, R.L.A.

MODIFICATION #2 TO DISTRICT SEVEN HIGHWAY BEAUTIFICATION MAINTENANCE MEMORANDUM OF AGREEMENT #01-11

THIS MODIFICATION, made and entered into as of the _____ day of _____________, 20__, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the "Department") and the CITY OF ST. PETE BEACH, a municipal corporation of the State of Florida, existing under the Laws of Florida, (the "City");

WITNESSETH

WHEREAS, the Department and the City entered into a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement on December 20, 2010 (the Agreement) whereby the City agreed to install and maintain landscape improvements within the rights-of-way of State Road 699 (Gulf Boulevard and Blind Pass Road), between 35th Avenue (SR 682, Section 15100-000, MP 0.011) and 93rd Avenue (Section 15100-000, MP 3.569) within the city limits of St. Pete Beach in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department and the City have agreed to modify the Agreement; and

WHEREAS, the City by Resolution No. _____, a copy of which is attached, has authorized its officers to execute this Modification on its behalf.

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

1. That portion of the "Project Highway" is amended to include aesthetic uplighting as provided in the Construction Plans and Specifications, specifically, Aesthetic Lighting for Landscape Medians attached and referenced herein as Exhibit "A"-1;

2. Monthly power costs related to aesthetic lighting shall be the sole responsibility of the City.

3. Paragraph 8. f. of the Agreement is added and provides as follows:

The City covenants to appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

4. Paragraph 6. a. (1)-(3) is deleted and replaced with the following:

The Agreement may be terminated by the Department if the City, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.

5. Paragraph 6.b. of the Agreement is deleted and replaced with the following:

Within 60 days following the Department's notice to terminate pursuant to Paragraph 6. a., if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration, the Department may remove, relocate or adjust the Project as it deems best.

6. The Agreement shall have a term of ten (10) years with an option to renew upon consent of the parties.

7. The City shall maintain the installed aesthetic uplighting improvements in accordance with the Maintenance Plan attached as Exhibit "B-1".

8. Except as specifically amended by provisions herein stated, all terms and provisions of the Agreement shall remain in full force and effect, and are hereby ratified and confirmed.

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

THE CITY OF ST. PETE BEACH,
a municipal corporation of
the State of Florida

By: ______________________________

Attest: ___________________________
City Clerk (SEAL)

Legal Review

____
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

Attest: ___________________________
Executive Secretary (SEAL)

Legal Review:

____
Office of the General Counsel, District 7

EXHIBIT "B-1" - MAINTENANCE PLAN
Highway Beautification Maintenance Memorandum of Agreement
Aesthetic Uplighting, SR 699 (Gulf Boulevard/Blind Pass Road)

The City shall at all times maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

(a) conduct project–wide inspection of associated aesthetic lighting system annually;
(b) repair significant loss of functionality and/or damage to lighting within one (1) month or as quickly as is feasible to restore original performance specification and appearance;
(c) replace all LED light bulbs on a ten (10) year cycle or prior to such cycle as needed;
(d) inspect LED light fixtures annually as follows;
  1. adjust beam trajectory as-needed in order to prevent driver glare and maintain aesthetic uniformity;
  2. inspect and repair any physical damage to fixture;
  3. inspect and repair appearance of fixture to original specifications as needed;
(e) inspect and adjust or repair attachment strips and electrical conduit to palms as needed;
(f) inspect solar panels annually as follows;
  1. conduct any required maintenance/repair to maintain full functionality;
  2. clean Photovoltaic surface on a minimum annual basis and as needed to maintain transparency;
  3. inspect and repair fixture to original specifications as needed;
  4. inspect and repair solar collector batteries as needed;
(g) inspect poles annually and conduct any required maintenance/repair to maintain full functionality;
(h) inspect electrical connections annually and conduct any required maintenance/repair to maintain full functionality;

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve special event application and street closure for the 5th Annual VW Beach Bash scheduled for September 1, 2013. Closures would be 15th and 16th Avenues from 7am – 4pm.
Date:	July 23, 2013
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The 5th Annual VW Beach Bash is a Volkswagen car show that is held in Pass-a-Grille each year. This year we are requesting to close 15th and 16th avenue and use the park between these 2 streets. The event brings around 100 show cars, 10-15 art and craft vendors, and 3-4 food truck vendors. A portion of the profits is being donated to the Wounded Warriors program.
Requested Motion:	"I move to authorize the approval of The 5th Annual VW Beach Bash event application and street closures for September 1, 2013"
Attachments:	Event information and application
Reviewed by City Manager	MB

Complete and return to:

St. Pete Beach, FL 33706

Staff Use Only:
Date Received: ________
Permit Number: 20 ___-___

SPECIAL EVENT PERMIT APPLICATION

Name of Event: 5th Annual VW Beach Bash

Date of Event: 9-1-13 Time: 7am-4pm

Event Location: 15th and 16th ave St. Pete Beach

Applicant Name: Amanda Trail Telephone #: 727 658-6632

Email Address: amandatrail@gmail.com Mailing Address: 6540 Gulfport Blvd So, So Pasadena, Fl 33707

Organization: — Estimated Attendance: TBD

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

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

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

	Signage (be specific on type of sign)		Food Sales (Additional DBPR Permit Required)
✓	Retail Vending		Banner
	Fireworks		Alcohol Sale/Consumption (Additional State Liquor Permit Required)
	Bonfire		Cookout
			Temporary Structure (i.e.: Tent, Stage, Etc.)
✓	Street Closure		On-Site Medical Team
	Electricity		Traffic/Crowd Control (check with Sheriff's Office)
	Trailer On Site		Vehicles On The Beach

Other ____________________

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

FEE SCHEDULE
Special Event Permit Fee $20.00 Type 1 Events, $50.00 Type 2 Events, $500.00 Type 3 Events

Applicant Certification: I have read and understand the instructions provided in this packet. I understand that incomplete and late applications shall not be accepted due to interdepartmental coordination.

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

Amanda Trail
Applicant Signature

7/5/13
Date

July 5, 2013

Re: 5th Annual VW Beach Bash

Hello,

The 5th Annual VW Beach Bash is a Volkswagen car show that is held in Pass-a-Grille each year. This year we are requesting to close 15th and 16th avenue and use the park between these 2 streets. The event brings around 100 show cars, 10-15 art and craft vendors, and 3-4 food truck vendors.

We would like to request barriers to block the roads. If possible, we are requesting the barriers be delivered to the location the day before the event so we can have them in place at the earliest time on the event date.

In addition to the above requests, we would like to have a banner placed at the beginning of Pass-a-Grille displaying the event and important information.

Thank you for your time and consideration. I included my information below if you have any questions about the event.

Sincerely,

Amanda Trail

717-658--6632

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Amendment to the City Attorney Retainer Agreement
Date:	July 23, 2013
Prepared By:	Mike Bonfield, City Manager
Summary of Issue:	The attached memorandum from Mr. Davis and Ms. Churuti explains the requested amendment.
Requested Motion:	**"**I move to amend the City Attorney Retainer Agreement."
Attachments:	Memorandum
Reviewed by City Manager:	MB

Bryant
Miller
Olive

Attorneys at Law
One Tampa City Center
Suite 2700
Tampa, FL 33602
Tel 813.273.6677
Fax 813.223.2705
www.bmolaw.com

MEMORANDUM

TO: Honorable Mayor Steve McFarlin and
City Commissioners for the City of St. Pete Beach

FROM: Michael S. Davis, Esq.
Susan H. Churuti, Esq.

DATE: July 1, 2013

RE: Fee Shifting

If it should come to pass that a third party and not the City is responsible for any portion of our firm's fees, it is appropriate to designate a higher amount for that fee than the amount specified, in our contract with the City. There is no reason why a third party who is found liable for a portion of our fees should be able to take advantage of the lower rate we charge the City.

Therefore, we propose that the City amend our contract to specify an amount of $395 per hour in those circumstances. This amendment would in no way affect what the City pays. Attached is a proposed contract amendment.

AMENDMENT TO
<u>CITY ATTORNEY RETAINER AGREEMENT</u>

THIS AMENDED AGREEMENT is made and entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation (hereinafter "CITY") and BRYANT, MILLER & OLIVE - ATTORNEYS AT LAW (hereinafter "FIRM "), and upon the mutual consideration provided herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

WHEREAS in those circumstances where a Party other than the CITY is responsible for any portion of the fees charged by the FIRM, it is appropriate to establish a Market Rate Fee Structure for such fees to be paid by a Party other than the CITY rather than the lower rate paid by the CITY;

NOW, THEREFORE, Section 5(a) of the City Attorney Retainer Agreement between the CITY and the FIRM is amended to read as follows:

5.(a) All other work performed by ATTORNEY or FIRM shall be compensated by at an hourly rate of $205.00 for attorney services with paralegals and law clerks to be billed at $75.00 per hour; provided that in those circumstances where the Fees charged are paid by a Party other than the CITY. The hourly rate for attorney services shall be $395.00.

{25313/001/00783179.DOCv1}

IN WITNESS WHEREOF, this Agreement has been approved by the City Commission of CITY, executed by the Mayor thereof, and by FIRM, this ____ day of ______________________ 2013.

BRYANT MILLER OLIVE P.A.

By: ___________________________
MICHAEL S. DAVIS
Authorized Signatory

CITY OF ST. PETE BEACH, FLORIDA

By: ______________________________
Steven McFarlin, as Mayor

Attest:

____
Rebecca Haynes, City Clerk

{25313/001/00783179.DOCv1}

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to sign a proposal from CPWG in the amount of $104,400 to perform preliminary engineering for Pass-A-Grille Way.

Date: July 23, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: City Commission decided at the July 9th meeting to fund preliminary engineering for Pass-A-Grille Way. Staff has selected CPWG to perform this work. CPWG (Cribb Philbeck Weaver Group) is under a design services agreement with the City and serves as one of the City's Engineer of Record. They performed the update of the Stormwater Master Plan and were instrumental and creative in modeling and assisting with the Blind Pass Road Reconstruction drainage.

Requested Motion: "I move to authorize the City Manager to sign a proposal from CPWG in the amount of $104,400 to perform preliminary engineering for Pass-A-Grille Way."

Attachments: CPWG Proposal

Reviewed by City Manager: MB

June 24, 2013

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

Re: Scope of Professional Services
Pass-a-Grill Way Preliminary Engineering Design Evaluation

Dear Ms. Cooper,

Cribb Philbeck Weaver Group (CPWG) is pleased to submit this letter agreement to provide civil engineering services in connection with the Preliminary Engineering for the proposed Pass-a-Grill Way infrastructure improvements.

This proposal describes the scope of work required to meet the City's objectives to complete all necessary preliminary engineering activities so as to be prepared to execute the final design and permitting phase of the Pass-a-Grille Way improvements.

PROJECT UNDERSTANDING

The project, located along Pass-a-Grille Way in the City of St. Pete Beach, extends from just north of West Maritana Drive and runs south to include the intersection at 21st Avenue (approximately 4000 linear feet). The city received a report in January 2012 providing the results of a preliminary roadway investigation. This report concluded that the roadway has extensive settlement with manholes in the middle of the roadway that are two to three inches above the existing pavement, the surface has numerous patches and the road base has a wide inconsistency that is contributing to extended deterioration of the roadway. The report's final recommendation was to reconstruct the roadway and replace the sanitary sewer. CPWG completed a Stormwater Master Plan Update in early 2013 and identified needs for extensive stormwater infrastructure improvements throughout the city. The city also provided preliminary information on the number of completed repairs to the reclaimed water lines within the project limits and provided preliminary verbal information on the expanse of repairs made to the County's potable water line and its effects on the roadway within the project limits.

The City desires to complete a comprehensive Preliminary Engineering Design Evaluation to determine if there is a potential to take advantage of an economies of scale of repairing all the infrastructure deficiencies at the same time while minimizing the disruption of residents and visitors to this area of the island. The City's expected results for this project includes a review of the previous investigation of the existing pavement section, new investigations of the existing

708 Lithia Pinecrest Road #101
Lithia, Florida 33596
813-361-2644

stormwater system, existing wastewater lines, existing reclaimed water lines, existing potable water lines, additional geotechnical investigations, associated survey and public involvement.

The following is a detailed Scope of Services to be provided to the City of St. Pete Beach under this proposal.

1. Kick-off meeting with City Staff

CPWG will perform one kick-off meeting with the City at which time the City will provide any information, files or data pertaining to the project that were not already provided. A site visit will also be performed during this meeting. Minutes will be provided.

2. Coordination of Survey and Geotechnical Services

The surveyor will complete a route survey with right-of-way determination and provide underground utility location with GPR and EM for horizontal location only. Soft digs for vertical location can be provided as additional services.

Double Ring Infiltration Test (DRIT) will be performed at four equally spaced locations within the project limits at a maximum depth of 3 feet. At each infiltration location, a hand auger boring will be performed to a depth of 10 feet, or about 1 to 2 feet below the groundwater level.

3. Wastewater Infrastructure Replacement Analysis

The existing wastewater line in this area is a 15-inch VCP for a majority of the project limits. A small portion of the line is 8-inch VCP and 18-inch VCP. The age of the pipe would indicate that pipe replacement is warranted. The analysis will include evaluating the advantages and disadvantages of various replacement methods which include: open cut replacement, pipe bursting, pipe lining, etc. CPWG will provide estimated costs for each proposed solution.

4. Stormwater Modeling and Analysis

The stormwater analysis will require the modeling of nine basins and will include preliminary design for the drainage system along Pass-a-Grill Way.

The existing stormwater system will be field reviewed, photos taken of each structure and the GIS system updated with this new information.

CPWG will create an ICPR model for the nine basins and the drainage system along Pass-a-Grill Way. Rates and volumes of stormwater runoff for simulated storm events will be determined using SWFWMD rainfall volumes and distributions. Peak stages and flow rates will be evaluated for the Mean Annual, 10-Year, 25-Year, and 100-Year, 24-Hour storm events. Model scenarios for existing conditions (Existing Conditions Model) will be conducted and areas of potential flooding during the separate storm events will be identified. Model scenarios for recommended improvements (Proposed Conditions Model) will be conducted to evaluate reductions in flood stages.

CPWG will identify problem areas based on the level of services criteria. One solution alternative for each identified problem areas will be developed. Solutions will likely include increased pipe sizes, increased inlet capacity, stormwater storage areas or infiltration areas.

CPWG will develop construction cost estimates for each Capital Improvement Project proposed to reduce flooding.

5. Reclaimed Water Analysis

The existing reclaimed line in this area is a 16-inch Ductile Iron (DI) pipe for a majority of the distance. A small portion of the line is 4-inch DI. The GIS information indicates that five breaks have been repaired in this area. The analysis will focus on the location of the breaks, high points in the line. Estimated cost for each method will be provided.

6. Public Involvement

The purpose of the Public Outreach is to inform key stakeholders of the Preliminary Engineering findings and solicit input from them with respect to project viability and prioritization. A maximum of two public meetings are included in this task.

7. Permitting Requirements

The various methods of pavement restoration and utility restoration will require different types of permitting. The permit requirements for the Southwest Florida Water Management District and the Department of Environmental Protection will be investigated for each proposed solution. Permitting may be a deciding factor in the selection of the final solution.

8. Letter Report

CPWG will prepare a letter report documenting the finding of the preliminary engineering analysis. At a minimum, the report will include an executive summary, recap of roadway investigation, wastewater analysis, stormwater analysis, permitting requirements and cost estimates.

Schedule

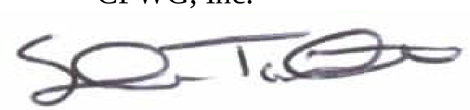
CPWG has the resources necessary to provide quality and timely service for this project. We understand that meeting schedules is critical to the success of the project. CPWG is committed to provide the necessary resources to meet the mutually agreed upon schedule. A schedule will be developed subsequent to the issuance of a Notice to Proceed.

Compensation Summary and Terms

This contract is a lump-sum contract, plus expenses payable to the Consultant on a monthly percent complete basis. All application fees will be paid directly to the appropriate agencies by the Client and are not included herein. The cost is presented in the attached spreadsheet.

We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions concerning this proposal, please feel free to give me a call.

Very truly yours,
CPWG, Inc.



ACCEPTANCE

Stephen R. Tarte	Date	Name:	Date
Sr. Vice President	6/24/13	Title:	

City of St. Pete Beach
Pass-A-Grill Way Preliminary Engineering

Pass-a-Grill Way Preliminary Engineering Study	$125.00 Professional Engineer	$110.00 Project Manager	Cost
Streets			
Kick-Off Meeting	8	8	$1,880
Coordination of Survey and Geotechnical	2	28	$3,330
Survey Pass-A-Grill Way			$29,250
Additional Geotechnical Information			$2,350
Public Involvement	16	8	$2,880
Permitting Requirements	10	10	$2,350
Engineering Study Letter Report	5	20	$2,825
Sub Total			$44,865
Stormwater			
Stormwater Modeling and Analysis (9 Basins)	120	160	$32,600
Stormwater Infrastructure Analysis	8	25	$3,750
Engineering Study Letter Report	5	20	$2,825
Permitting Requirements	10	10	$2,350
Direct Project Expenses			$2,000
Sub Total			$43,525
Wasterwater			
Wastewater Infrastructure Replacement Analysis	8	40	$5,400
Wastewater CCTV Video Review and Deficiencies Report	4	40	$4,900
Engineering Study Letter Report	5	15	$2,275
Sub Total			$12,575
Reclaimed Water			
Reclaimed Water Analysis	4	16	$2,260
Engineering Study Letter Report	5	5	$1,175
Sub Total			$3,435
Grand Total			$104,400

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Action Item - Presentation
Date:	July 23, 2013
Prepared By:	George Kinney, AICP
Summary of Issue:	The Tampa Bay Regional Planning Council has prepared a final report related to two economic development workshops that were conducted in the Corey Avenue District. The Regional Planning Council will present these findings and conclusions to the Commission.
Requested Motion:	**"**I move to accept the Corey Avenue District plan"
Attachments:	Final Corey Avenue District Plan
Reviewed by City Manager:	MB

St. Pete Beach City Commission
Agenda Report

ISSUE CONSIDERED: First Reading: Ordinance 2013-18 providing a supplemental appropriation and revenue for fiscal year 2013 to the Capital Project Fund and providing for funding.

DATE: July 23, 2013

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2013-18 provides a supplemental appropriation to the Capital Projects Fund in the amount of $874,606. The adjustments are as follows:

- Professional services with the Tampa Bay Regional Planning Council relating to Corey area improvements in the amount of $22,500.
- Sealing of City Hall windows in the amount of $20,330.
- Repairs to Merry Pier resulting from Tropical Storm Debby last fiscal year in the amount of $102,900.
- Rehabilitation of fire stations in the amount of $329,745
- Purchase of a Pierce pumper/squad truck for the fire department in the amount of $399,131.

Revenues increases to the Capital Projects Fund are as follows:

- Additional Infrastructure Sales tax revenue from Pinellas County in the amount of $110,625. This money is allocated to the Gulf Blvd. landscaping project.
- FDOT Grant monies in the amount of $201,228. This money is allocated to the Gulf Blvd. landscaping project and general FDOT landscaping. Some of these costs were incurred in prior years and are just new getting reimbursed.
- Loan proceeds in the amount of $379,131 to be used toward the purchase of a new fire truck.
- Trade-in value on old fire truck in the amount of $20,000 to be used toward the purchase of the new fire truck.
- A transfer from general fund reserves in the amount of 163,622 to be used toward funding additional purchases.

REQUESTED MOTION: "I move to approve Ordinance 2013-18, (read title)…

ATTACHMENTS: Ordinance 2013-18
CIP Summary

REVIEWED BY
CITY MANAGER: MB

ORDINANCE 2013-18

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE CAPITAL PROJECT FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2012-19, Budget Ordinance; and

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

WHEREAS, the City Commission wishes to recognize revenues received and fund additional projects in fiscal year 2013.

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

Section One. For the Capital Project Fund, an additional appropriation in the amount of $874,606 for the following projects: Corey Avenue improvements ($22,500), fire truck ($399,131), sealing of city hall windows ($20,330), repairs to Merry Pier ($102,900), and rehabilitation to fire stations ($329,745). . This increase is to be funded by infrastructure sales tax revenue ($110,625) grant monies ($201,228) sale of surplus equipment ($20,000), loan proceeds ($379,131) and fund balance reserves ($163,622).

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

____
Steve McFarlin, MAYOR

FIRST READING :________________
PUBLISHED :________________
SECOND READING :________________
PUBLIC HEARING :________________

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

____
Rebecca Haynes, City Clerk

City of St. Pete Beach
Capital Improvement Plan Changes
Fiscal Year 2013

	Original Budget	Plus FY 2012 Encumbrances	Project Transfers	Ordinance 2013-16	Ordinance 2013-18	Adjusted Balance
Revenues:						
Penny for Pinellas	$762,850					$762,850
Infrastructure Sales Tax - County					$110,625	$110,625
Grants	$60,000				$201,228	$261,228
Transfer from General Fund	$925,000			$400,000		$1,325,000
Sale of Equipment					$20,000	$20,000
Loan Proceeds					$379,131	$379,131
Reserves		$453,588			$163,622	$617,210
Total Revenues	$1,747,850	$453,588	$0	$400,000	$874,606	$3,476,044
Expenditures:						
Architectural Study of Facilities	$0	$0	$10,000			$10,000
Corey Avenue Improvements					$22,500	$22,500
FDOT Landscaping	$60,000	$59,729				$119,729
Gulf Blvd Landscaping	$0	$161,891				$161,891
Vina Del Mar Bridge	$110,900					$110,900
Street Rehabilitation	$700,000	$52,365	($95,000)			$657,365
Pass-A-Grille Way	$0	$0	$45,000			$45,000
City Hall Roofing	$136,950		($81,000)			$55,950
Generator	$0	$78,692				$78,692
Gymnasium Rehabilitation	$190,000		$81,000			$271,000
Hurley Park Playground	$25,000					$25,000
Seawall Repairs	$80,000	$75,211				$155,211
Marina Project	$0	$25,700				$25,700
Replace dock for Marine Unit			$20,000			$20,000
Purchase of Fire Truck					$399,131	$399,131
Purchase ATV for Beach Patrol			$20,000			$20,000
Community Center Debt	$445,000					$445,000
Sealing City Hall Windows					$20,330	$20,330
Merry Pier Repairs					$102,900	$102,900
Rehabilitation of Fire Stations					$329,745	$329,745
	$1,747,850	$453,588	$0	$0	$874,606	$3,076,044

St. Pete Beach City Commission
Agenda Report

Issue Considered: Resolution 2013-11, establishing the FY 2013/2014 tentative millage rate.

Date: July 23, 2013

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: The rate as proposed will be used in the TRIM (Truth in Millage) notices sent to each property owner in the city. This rate may not be increased, but can be decreased when the City Commission adopts the final millage rate. The City must also notify the property appraiser's office of the date and time of the first public hearing for adoption of the millage rate and budget which may not conflict with Pinellas County or the School Board's budget hearings. The proposed date is Tuesday, September 3, 2013.

The original budget submittal was prepared using the FY 2012 millage rate of 2.8569 which result in a decrease in ad valorem tax revenue of $842,148 compared to the current millage of 3.2819. This amount was based on an estimated taxable value of $2,064,005,873. The budget as submitted does not require the use of reserves.

Attached is a worksheet providing an outline of the various thresholds when considering the millage rate. The City Commission can set the millage at any rate they desire below the maximum threshold. Should the City Commission desire to discuss items that will add costs to the proposed budget a higher tentative rate should be established to provide the necessary funding.

Requested Motion: "I move to approve Resolution 2013-11 . . . (read title)."

Attachments: Resolution 2013-11
Summary of Millage Benchmarks

Reviewed by
City Manager: MB

RESOLUTION NO. 2013-11

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE RATE FOR TRIM NOTICES

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, in a meeting held July 23, 2013, resolves as follows:

WHEREAS, a tentative budget has been prepared for the City as contemplated by s. 200.065(2)(a)1, Fla. Stat.; and

WHEREAS, the City Commission wishes to comply with the requirements of s. 200.065(2)(a)1, Fla. Stat.; and

WHEREAS, the proposed millage rate for the City of St. Pete Beach, as described in s. 200.065(2)(a)1, Fla. Stat. is computed to be a rate of ______ mills.

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

The City Commission specifies a proposed millage rate as described in s. 200.065(2)(a)1, Fla. Stat.; of _______ mills and authorizes notification of the Pinellas County Property Appraiser of the proposed tentative millage rate of ______ for use in the Truth in Millage Notices.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Florida, on the 23rd day of July 2013.

____
Mayor Steve McFarlin

____
Rebecca Haynes, City Clerk

{25313/001/00672779.DOCv2}

City of St. Pete Beach
Benchmark Millage Rates

		Budgeted Ad Valorem	Increase Over Current Amnt Budgeted	Required Advertised Tax Increase	Cost per $100K to Taxpayer	Change over Current
Total Taxable Value:	$2,064,005,873					
One Tenth of a Mill	0.1000	$199,177				
Current Millage - FY 2013	3.2819					
Proposed Millage	2.8569	$5,694,628	$0	No	$ 285.69	$ (42.50)
Current Millage	3.2819	$6,536,776	$842,148	Yes	$ 328.19	$ -
Roll-Back Rate	3.1588	$6,291,589	$596,961	No	$ 315.88	$ (12.31)
Simple Majority Vote	3.5292	$7,029,339	$1,334,711	Yes	$ 352.92	$ 24.73
Super Majority Vote	3.8821	$7,732,233	$2,037,605	Yes	$ 388.21	$ 60.02

ANYTHING ABOVE THIS WOULD REQUIRE VOTER REFERENDUM

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize a resolution for the lease/purchase of a squad/pumper for the Fire Rescue Department.
Date:	July 23, 2013
Prepared By:	Daniel H. Graves, Fire Chief
Summary of Issue:	The Department requests Commission approval of a resolution for the lease/purchase of a smaller squad/pumper service vehicle which will operate out of station 22.

As part of an overall Fire Department reorganization this vehicle will allow the Department to operate from the south station with fewer personnel daily. The new squad/pumper is designed to provide the critical mission parameters needed for the area including Advanced Life Support (ALS) paramedic responses, typical fire engine capabilities as well as enhanced capabilities such as mobile Self Contained Breath Apparatus (SCBA) fill station, enhanced vehicle extrication capabilities, power generation, elevated scene lighting and structure ventilation capabilities.

The Fire Department has been in the development phase for the replacement of the vehicle for several months and has worked with responsible manufactures (E-One and Pierce) for this purchase. Pierce was the lowest bid which was priced using the Florida Sherriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2012 bid #11-10-1202.

Funds to purchase the vehicle will be allocated from the Penny for Pinellas CIP account. City management intends to purchase the vehicle using a lease purchase program with a five (5) year term.

The Department is requesting that the Commission approve the resolution for the lease and authorize the City Manager to execute a purchase agreement with Ten-8 Fire Equipment Inc. for the purchase of the new squad truck.

Requested Motion: I move to approve Resolution 2013-12 authorizing the City Manager to execute a purchase agreement with Ten-8 Fire Equipment utilizing a lease purchase agreement with Oshkosh Capital for the replacement of an existing fire engine in an amount of $379,131.90 priced using the Florida Sherriff's Association bid #11-10-1202 00 using Penny for Pinellas funds.

Attachments: Resolution
Purchase Agreement
Sample Lease Document

Reviewed by City Manager: ____MB____

RESOLUTION 2013-12

A RESOLUTION OF THE CITY COMMISSION OF ST. PETE BEACH, FLORIDA APPROVING A LEASE-PURCHASE AGREEMENT BETWEEN OSHKOSH CAPITAL AND THE CITY OF ST. PETE BEACH, FLORIDA; FOR FINANCING OF A FIRE TRUCK IN THE AMOUNT NOT TO EXCEED $379,131.90; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of a fire truck and certain equipment (the "Equipment"); and

WHEREAS, the City of St. Pete Beach, Florida (the "City") has taken the necessary steps to arrange for the acquisition of such Equipment, including any legal bidding requirements under applicable law;

WHEREAS, the proposal submitted by Oshkosh Capital ("Oshkosh") to the Municipality for the financing of the Equipment, which is attached hereto, contained the terms most advantageous to the City; and

WHEREAS, the City is a political subdivision of the State of Florida (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City Commission of the City ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the Equipment, described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the City:

Section 1. City Manager Mike Bonfield (an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the

Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. The Municipality hereby designates the Lease as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The Municipality and any subordinate entities of the Municipality and any issuer of "tax-exempt" debt that issues "on behalf of" the Municipality do not reasonably expect during the calendar year 2013 to issue more than $10,000,000 of "tax-exempt" obligations including each of the Lease, exclusive of any private activity bonds as defined as Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

PASSED AND DULY ADOPTED, with a quorum present and voting, this _____ day of _____________, 2013.

CITY OF ST PETE BEACH, FLORIDA, BY AND THROUGH THE CITY COMMISSION OF THE CITY OF ST PETE BEACH.

By: ____________________________
Steve McFarlin, Mayor

ATTEST:

By: _______________________________
Rebecca Haynes, City Clerk

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
(Ten-8 Fire Equipment)

THIS AGREEMENT is hereby executed this 24 day of July, 2013, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Ten-8 Fire Equipment, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than seven (7) months after the receipt of the order.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or <u>in accordance with the payment schedule provided in the attached proposal</u>, City shall pay the sum of $ 379,131.90, ($399,131.90 for the new vehicle including equipment package minus $20,000.00 for an as is trade in of a 1996 Pierce Saber Vin# 4P1CT02U3TA000570) as full consideration for the goods or services provided hereunder.

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

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

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

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

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, 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.

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

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

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

Florida.

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

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

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

As to Vendor:

Ten-8 Fire Equipment, Inc.
2904 59th Avenue Drive East
Bradenton, FL 34203

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:

_NA____

____

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

____
Vendor

BY ___________________________

____
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY______________________________
CITY MANAGER

APPROVED AS TO FORM:

____
MIKE DAVIS
CITY ATTORNEY

ATTEST:

____
CITY CLERK

12/13/12

SAMPLE

MASTER LEASE – PURCHASE AGREEMENT

Dated as of «SystemDate»

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between Oshkosh Capital ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: «LesseeName»

1. **LEASE OF EQUIPMENT**. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM**. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. **RENT PAYMENTS**.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS**.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (“Location”) by Equipment suppliers (“Suppliers”) selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule (“Purchase Price”) to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor (“Funding Conditions”) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the “Code”); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor’s Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee’s counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee’s governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS**.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee’s governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a “Non-Appropriation Event” shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee’s governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee’s sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. “Return Date” means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. **The Equipment is sold “AS IS”. LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE’S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**

OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. **TITLE; SECURITY INTEREST**.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY**. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION**. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements "Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION**. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES**.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. **INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof.

Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION**. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES**. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS**. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. **ASSIGNMENT**.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT**. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the

appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES**. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT**. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of

Lessee's interest in such Equipment.

22. **LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").**

23. **NOTICES**. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. **FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY**. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. <u>ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE</u>. Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26**. SECTION HEADINGS**. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

27**. EXECUTION IN COUNTERPARTS**. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

28. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS**. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

«LesseeName» ("Lessee")	Oshkosh Capital ("Lessor")
By:____________________________	By:____________________________
Title:____________________________	Title____________________________
«LesseeStreet» «LesseeCSZ»	155 East Broad Street, B4-B230-05-7 Columbus, OH 43215

LEASE SCHEDULE NO. «LeaseNumber»

Dated As Of «SystemDate»

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated «SystemDate»

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

«LesseeName»	Oshkosh Capital
("Lessee")	("Lessor")
By:_____________________________	By:_____________________________
Title:___________________________	Title:___________________________

SAMPLE

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

«LesseeName»
«EquipLocation»

«EquipStreet»
«EquipCSZ»

«EquipCounty» County

«EquipmentDescription»

VIN # «VIN»

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: «AccrualDate»

(b) Amount Financed:

i.	Equipment Purchase Price	$ «PurchasePrice»
ii.	Purchase Price Deductions	$ «Downpymt»
	Prepay Discounts	$ «VendorDiscounts»
	Trade In	$ «TradeIn»
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	$ «AmountFinanced»

(c) Payment Schedule:

Accrual Date: «AccrualDate»

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1		$	$	$	$
2		$	$	$	$
3		$	$	$	$
4		$	$	$	$
5		$	$	$	$

«LesseeName»
(“Lessee”)

By:____________________________________

Title:___________________________________

Oshkosh Capital
(“Lessor”)

By:____________________________________

Title:___________________________________

VEHICLE SCHEDULE ADDENDUM

Dated As Of «SystemDate»

Lease Schedule No. «LeaseNumber»   Dated «SystemDate»

Lessee: «LesseeName»

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between Oshkosh Capital ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than $1,000,000.00 per person insured and $2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and $1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

«LesseeName» ("Lessee")	Oshkosh Capital ("Lessor")
By:______________________________	By:______________________________
Title:____________________________	Title:____________________________

SAMPLE

RESOLUTION

Municipality/Lessee: «LesseeName»

Principal Amount Expected To Be Financed: $«AmountFinanced»

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the ________________________ OR ________________________ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this ________________, 20____.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: «LesseeName»

____ [SEAL]
Signature of Secretary/Clerk of Municipality

Print Name: ___________________________________

Official Title: ___________________________________

Date: ___________________________________

SAMPLE

CERTIFICATE OF INCUMBENCY

Lessee: «LesseeName»

Lease Schedule No.: «LeaseNumber»   Dated: «SystemDate»

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

____________________	____________________	____________________
Name	Title	Signature
____________________	____________________	____________________
Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

______________________________________ [SEAL]

Signature of Secretary/Clerk of Lessee

Print Name: ______________________________

Official Title: ______________________________

Date: ______________________________

SAMPLE

FORM OF OPINION OF COUNSEL

(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: «LesseeName»

Lessor: Oshkosh Capital

Re: Lease Schedule No. «LeaseNumber» dated «SystemDate», together with its Master Lease-Purchase Agreement dated «SystemDate», by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of ________ (the "State") duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

SAMPLE

INSURANCE COVERAGE DISCLOSURE

Oshkosh Capital, LESSOR

«LesseeName», LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

____

____

____

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Oshkosh Capital and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Oshkosh Capital and/or its assigns as an Additional Insured.

Minimum Coverage Required:

$1,000,000.00 per person
$2,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to Oshkosh Capital, 155 East Broad Street, B4-B230-05-7, Columbus, OH 43215, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

a. All risk, physical damage in the amount specified in 1(a) above.

b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: «LesseeName»

By: ______________________________ Title: ______________________________

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- Oshkosh Capital must be named Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than $2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

Oshkosh Capital, its successors and/or all assigns
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please send a FAX copy of certificate to «DocSpecialist» at 1-800-678-0602.

The original should be mailed to the same at:

Oshkosh Capital
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please call «DocSpecialist» at 1-800-820-9041, ext. «PhoneOption», if you have any questions.

THREE PARTY AGREEMENT

Dated as of «SystemDate»

"Lessee" means «LesseeName»

"Schedule" means Lease Schedule No. «LeaseNumber» Dated «SystemDate», together with its Schedule A-1.

Reference is made to the Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between Oshkosh Capital ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule attached therein ("Equipment") to be supplied by «Manufacturer» ("Supplier"). For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	$«PurchasePrice»
Vendor Discounts:	$«VendorDiscounts»
Advance Payment Date:	«AccrualDate»

3. Upon execution of the Lease Schedule and delivery of all documents relating thereto required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	$«Downpymt»
Trade In:	$«TradeIn»
Amount Financed:	$«AmountFinanced»

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date:	«AnticipatedDelDate»

(b) Supplier hereby agrees that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date:	«OutsideDelDate»

5. If for any reason whatsoever Supplier fails to comply with its agreements set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Supplier hereby agrees as follows only for the Delayed Equipment:

(a) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;

(b) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and

(c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Supplier makes the payments described in **paragraph 5** above for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Supplier as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement.

7. Supplier agrees that a Performance Bond will be issued which names the Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. This Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by the Supplier. The "Contract Date" referred to in the Performance Bond shall be the date of the Three Party Agreement. Except as expressly set forth herein, the Lease Schedule and the terms and conditions of the purchase order/purchase agreement for the equipment remain unchanged and in full force and effect.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

«LesseeName» ("Lessee")	Oshkosh Capital ("Lessor")
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________

«Manufacturer»
("Supplier")

By: ______________________

Title: ______________________

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. «LeaseNumber»

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and Oshkosh Capital ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE:___________________________

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

«LesseeName»
("Lessee")

By: __________________________________

Title: __________________________________

Administrative Services Division Quarterly Report for June 30, 2013

Finance Division:

The second quarter of the calendar year (third quarter of our fiscal year) is always a busy time in the finance division. Budget preparation is in full swing. The original budget worksheets are sent out to departments March 1 with all worksheets due back to finance by March 22nd. The Administrative Services Director compiles the worksheets and submits the budget request to the City Manager for review by April 5. Typically, department requests are over the amount of revenues projected and adjustments have to be made. During the month of April, the City Manager reviews the budget worksheets with the directors and the Administrative Services Director and makes adjustments as he feels necessary to balance the budget. The Administrative Services Director makes the changes and delivers a proposed budget to the City Commission and the Finance & Budget Committee by July 1.

Annual reports relating to the close of the previous fiscal year are also required to be filed including an annual report to the Florida Department of Transportation, the Pinellas Public Library Cooperative, Abandoned Property report to the State of Florida and State Annual Financial Report.

In addition, various quarterly reports were prepared and submitted including payroll reports, radon reports and gas tax reimbursement reports. This year requests for reimbursement and quarterly reports relating to Tropical Storm Debby were required.

This quarter finance took on the task of tagging all fixed assets in the city and updating our records in the accounting software package. Many adjustments were required due to the transfer of police equipment to the Pinellas County Sheriff. In addition, all documentation relating to fixed assets was scanned into our laser-fishe system. This could not have been accomplished without the leadership of Lisa Irwin, our Finance Tech II and the help of the German interns.

Since the police department had been outsourced, it seemed like a good time to do a thorough analysis of all telecommunication and internet charges being paid by the City. Once again, Lisa Irwin our Finance Tech II along with Stephen Yurcaba our IT Specialist stepped in to tackle this issue. Lisa had prior experience working for Cox Communications and was fairly familiar with some of the technical “lingo” of the telecommunications area. Together they identified various phone lines/internet connections that were no longer in use for which the City was still being billed for. Once taken as far as they could go, a communications consultant was hired on a commission basis to help further identify cost savings.

Collective bargaining continued with the C.W.A. and the I.A.F.F. These meetings take time in preparation and attendance. A tentative agreement was reached with the I.A.F.F.which has now gone to their membership for a vote.

The finance division is also responsible for workers compensation and risk management. Dan O’Connor has been working diligently to reduce the city loss ratio on workers compensation claims by getting employees back to maximum medical improvement (MMI) in a timelier manner. There is currently one employee that still on workers compensation.

Grant management is essential if the City is to receive reimbursement for grants that it has been awarded. Paperwork was completed for the COPS/CHRP grant and was submitted to the Department of Justice. A quarterly report was filed for the Florida Department of Transportation pedestrian safety grant. Significant follow-up was required regarding the energy grant the City received. The state finally released the outstanding balance of $25,000 on the grant.

Parking Enforcement Division:

With the changeover of police protection from our own department to the Pinellas County Sheriff's office, finance has inherited the issuance of parking permits which was previously done by the police department. The division is stays busy with specialty permits which are issued three days a week. In addition, everyone who has received a 2013 parking permit has been entered into a new software program that allows for query of previous parking permits issued. It is the goal of the division to be able to put the purchasing of "A" and "B" permits on line for 2014 making it easier for residents and those who frequent our beach community to purchase their decals.

An agreement with Park Mobile regarding implementation/pricing structure/operation of a pay meter by credit card via an 800 number and/or a smart phone system for pay stations and coin meters similar to St. Petersburg's system has been executed and is now in place for all our coin operated meters. A meeting was held with Cale Parking regarding a pay station refurbishment plan as an alternative to purchasing new pay stations next year.

Library Division:

As follow-up to the theft of DVDs, staff has taken an abbreviated inventory to try to guesstimate the extent of the loss. The Sheriff's deputy was very interested in having a specific title list of all DVDs that should be here and are not. (those with "in" status in POLARIS). With the generous help of several of our volunteers and staff members, we temporarily suspended circulation and were able to accomplish a thorough shelf-check in less than two hours, working from a POLARIS report of all DVD titles with a status of "in". The list of missing titles will be sent to the deputy.

Two staff attended a webinar introducing the 3M Cloud Library (e-book option) which will be integrated into the POLARIS Update and installed later this month. As of yet, SPB is not purchasing e-titles from this vendor; however, Clearwater and Largo PL are. E-titles purchased by those libraries will be available to all patrons of PPLC member libraries via an icon/designation alongside the title record which displays to patrons within POLARIS.

A very popular local author Wendy Wax was at the library for a book signing of her newest novel While We Were Watching Downton Abbey. Sixty-five patrons attended, with almost all buying a copy of the book. The book was just released this past week! Wendy grew up in Pass-a-Grille and is always very anxious to make SPB one of her first stops on a publisher's book signing tour. She has a great following of readers in our community as well as nationally.

The library administrator met with two furniture/commercial design vendors to get a preliminary overview of what our needs will be regarding furnishings for the building project. Both are very seasoned vendors in dealing with library remodeling; so they were able to suggest some ideas that will be useful when we get to the point of writing an RFP. They will also provide me with a very-rough cost estimate that we can include in total project costs for fundraising purposes. Phyllis also had a meeting with Bibliotechea, a library security system vendor rep. He projected our needs for the new/remodeled facility and will be sending me a estimated cost quote for installing an RFID security system, to include tags for every volume, a small sorter, and security gates. This estimated cost will also be added to the total project costs.

Placed a DVD and CD Music orders. Staff is working with Mid-West Tape, our media vendor, to have DVDs purchased from them pre-processed. This would include the barcode, spine label, library logo and address, item identity sticker on inside of case, and circular property sticker on disk. The estimate is $2.85 per item for customized processing. It would be similar to the contract we have with Baker & Taylor book vendor to pre-process our new books. It is also in line with the adopted practice of many other PPLC libraries outsourcing tasks that are labor-intensive to have done in-house.

Staff met with a fundraising consultant, Skye Rodgers, to review her proposal and to negotiate pricing. She will revise the proposal as per our discussion and resubmit. The plan is to ask the Friends Board to fund the contracting of this outside service to design and assist in implementation of a formal fundraising effort to raise a portion of the monies needed for the Library Expansion/Renovation Plan.

We had a very successful raffle for a Dali poster in conjunction with the display, exhibit, and lecture about the famous artist. 82 patrons completed an entry form; the drawing was on May 31st. The winner is one of our very regular patrons and she was thrilled with the prize.

A new display went into the exhibit case celebrating National Candy Month. It is really catching the eyes of especially our young patrons. Since last month's raffle engaged so many patrons, we are repeating one this month but requiring that entries answer a relevant question.

We have discontinued subscribing to Freegal, the downloadable music database. Usage did not justify the cost. During FY2012, 2,151 songs were downloaded; or an average of 180 downloads per month. To continue the subscription would be a cost of $5,500 annually. Thus, the Library would be paying approx. $2.56 per downloaded song.

Finally finished the Library's Annual Report for FY2012. The format is new, modeled after a recent PPLC publication which used a "newsletter" template available on Microsoft OFFICE 2010, the most recent version which Nancy Gibbs has on her new pc. This was Nancy's first attempt to learn the program. Phyllis wrote the content and she formatted it, with a little help from the Eckerd College student who is working for us this summer. The final copy of Annual Report has been sent off to the printer; should have 500 copies to distribute sometime next week.

Last week's Friends of the SPB Library Brd. Mtg. included three invited guests that may become new members of the board. For the month of May, the Friends collected $901 from the silent auction of Spring Book Baskets. This was in addition to the $730 from sale of used books. The amount is always considerably lower during summer months than amount collected during seasonal months.

Our summer programming 8-wk. series "Understanding Who Am I?" got off to a good start with 15 attendees on Saturday, June 15th . The instructor has based the series on the books *Your Head in the Tiger's Mouth* by Ramesh Balsekar and The Power of Now, bestseller by Eckhart Tolle. He leads a 3-hr. session and provides useful hand-outs for attendees to practice at home.

The Intermediate I-Pad Users' Group always has a large, enthusiastic group. Instruction centered on e-book downloading, teaching attendees about OVERDRIVE, our major e-book online vendor, plus the new 3M Cloud titles that are beginning to appear in the online catalog, as well as many free e-book sites accessible via the Internet. Soon Axis 360 which is the Baker & Taylor e-book platform will be yet another option on POLARIS; PPLC member libraries will concentrate strengthening the selection of juvenile titles with the broad selection available from B&T.

Children's summer programs are attracting some new neighborhood children. On "Wildcard Wednesday", there were nine children for stories and activities about Fossils, in keeping with the summer reading program theme of "Digging in". Also had fifteen children for Mother Goose story time hosted by our guest storyteller, Ben Polk, a resident of the community whom the children really enjoy.

The Library is trying to coordinate a Used Book Sale event to perhaps include some supportive activities offered by the Corey Ave. merchants. Phyllis will be working with the Assn.'s Events Committee members to plan specifics and coordinate the combined advertising/publicity. The Friends of SPB Library plus volunteers will assist in planning and be here for the day to conduct the book sale sometime in August.

Maryjane joined other Youth Librarians from other PPLC libraries in an evening for teens at Pinellas Park PL. (6-10 pm) It was another program related to the statewide Viva 500 celebration of Florida's history. There were activities and discussion groups focused on titles from this year's State Library Summer Reading for Teens list.

Information Technology Division:

The IT division completed updating the Incode (accounting software package) server to the latest version. IT also helped implement an Incode Disaster Recovery Backup.

New personal computers were installed for 9 personnel. A Laser-fiche directory structure was developed to allow for continuity when storing records. Two more servers were taken off line. All library personal computers were updated to the latest versions of software. A new paycheck printer was installed in the finance department. The IT specialist met with a fiber company to establish a plan to fix, repair and document our network. The IT Specialist also met with Dell/Sonicwall to discuss security and replacement of aging firewalls. IT also fixed non-functioning network in commission chambers.

A new switch was set up for Fire station 23. Worked was done on new telephone/switch/fiber issues at fire station 22. Also IT assisted with new gas mask testers and new system for testing them at the fire department as well as fixing 911 networking issues at fire station 22.

Planning and Community Development
155 Corey Avenue
St. Pete Beach, Florida 33706
Phone: 727.367.2735
Fax: 727.363.9222

Memorandum

July 23, 2013

To: Mike Bonfield, City Manager
From: George Kinney, Community Development Director

Re: 2013 3rd 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				
	April	May	June	**Total**
BOA Items	1	2	4	**7**
PC Items	2	4	7	**13**
Historic Items	3	0	3	**6**
Commission Items	3	0	1	**4**
Magistrate Items	3	2	2	**7**
Temporary Use Permits	0	0	0	**0**

BOARD OF ADJUSTMENT

April

Case #2013-0009: Property address is 1961 East Vina Del Mar Boulevard. Applicant requests 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. ***Denied***

May

Case #2013-0014: Property address is 645 Corey Avenue (Willy's Restaurant). Applicant requests a variance from Section 23.3(d), parking requirements, due to an intensification of the use by an increase in seating. ***Denied***

Case #2013-0015: Property address is 6855 Gulf Boulevard (McDonalds). Applicant requests a variance from Section 23.5 to permit the reduction of the required parking spaces from 45 spaces to 40 spaces. ***Approved***

June

Case #2013-0016: Property address is 7261 Bay Street (Baywaters Inn). Applicant requests a variance from Section 26.27(c)(1)&(2) of the Land Development Code to permit the installation of a 37 square foot wall sign and locate it above the first floor exterior of the building. ***Approved***

Case #2013-0018: Property address is 610 Boca Ciega Isle Drive. Applicant requests a variance from Section 6.15 of the Land Development Code to permit a 8.0' and 6.0' tall fence within the required 20.0' waterfront rear-yard setback. ***Approved***

Case #2013-0019: Property address is 555 Gulf Way. Applicant requests a variance from Section 11.7 of the Land Development Code to permit the installation of covered parking (carports) to encroach 5.0' into the required 10.0' secondary front-yard setbacks (5th & 6th Avenues) and encroach 2.5' into the required 20.0' rear-yard setback. ***Approved***

Case #2013-0020: Property address is 108 6th Avenue. Applicant requests variance from Sections 3.10(b), Section 11.7(a)(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 residential ancillary equipment (A/C) that will encroach 9.0' into the required 16.0' rear-yard setback. ***Approved***

PLANNING COMMISSION

April
Presentation Item: Corey Avenue District Workshop Summary

Action Item: Election of Officers

May
Legislative Item: An Ordinance readopting the City Comprehensive Plan. ***Recommended for approval***

Discussion Item: Interconnected Open Space and Bicycle Plan

Discussion Item: Multi-Modal Transportation and Concurrency Discussion

Discussion Item: Review of Capital Improvement Projects

June
Discussion Item: Banners and Artwork

Discussion Item: Capital Improvement Project Review

Discussion Item: City Hall Artwork

Discussion Item: Carwash as ancillary to filling stations

Discussion Item: Commercial parking in residential districts

Discussion Item: Multi-Modal Transportation scope

Discussion Item: Pass-A-Grille Park

HISTORIC COMMISSION

April
COA #2013-0012: Property address is 106 28th Avenue. Applicant, Judy Vezmar, represented by Mr. Daniel Thayer Dawson, AIA, requested a Certificate of Appropriateness (COA) to demolish the existing residence.

Action Item: Election of Chair

Discussion Item: Resurvey, Master Files and Grant Opportunities

May
No Items

June
Action Item: Election of Vice-Chair

Discussion Item: Review of Flood Variance procedure

Discussion Item: Certified Local Government grant opportunities

CITY COMMISSION

April

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

Ordinance 2013-14: Final Reading and Public Hearing, Correcting an omission and re-adopting Division 26 of the Land Development Code. (Legislative)

Resolution 2013-05: Approving and ad-valorem tax exemption for 104 7th Avenue and recommending that the Pinellas County Board of County Commissioners approve the exemption.

May

No Items

June

Ordinance 2013-13: First Reading and Public Transmittal Hearing, re-adopting the City of St. Pete Beach Comprehensive Plan. (Legislative)

MAGISTRATE

April

Case #2012-0060: Property Owner, Justin and Deborah Heffernan. Property Address, 290 Julia Circle South. Code Section 98-67(c) & (e) parking/storing of vehicles with expired registrations.

Case #2012-0071: Property Owner, Donald J. McGarigle. Property Address, 407 84th Avenue. Code Section 98-66(b)(7) exterior walls and doorframes have peeling, chipping and deteriorating paint along with bare wood posts.

Case #2013-0008: Property Owner, Blakes Venture, Inc. Property Address, 601 Corey Avenue. Motion for rehearing.

May

Case #2013-0026: Property Owner, VSF Beach LLC. Property Address, 3972 Poinsettia Drive. Code Sections 98-65(4) discarded A/C wall unit, plywood, ladder, wood chair, windows screens, palm fronds and tree debris; 98-66(b)(2) exterior walls, fascia, soffit has loose/missing and/or rotten wood; 98-66(b)(3) broken window panes; 98-66(b)(5) exterior wood doors are rotten and missing; 98-66(b)(7) exterior walls, fascia, soffit, posts and door have deteriorating paint; 98-66(b)(11) roof on rear carport has rotten wood and exposed holes; 98-66(b)(13) attic vent has missing cover; 98-66(b)(20) overgrown grass and weeds.

Case #2013-0029: Property Owner, Fatos and Luljeta Fidani. Property Address, 504 69th Avenue. Code Sections 98-30 104.5.1 allowing a permit to expire; 33.2(k) the addition of 3 kitchens which are not allowable.

June

Case #2013-0023: Property Owner, Fred Buns. Property Address, 324 Corey Avenue. Code Section 6.12 dumpster with broken gate.

Case #2013-0044: Property Owner, Steven and Julian Gordon. Property Address, 860 Boca Ciega Isle Drive. Code Sections 98-65(4) discarded broken concrete; 98-66(b)(21) rear-yard stabilization; 98-66(b)(22) dead tree.

TEMPORARY USE PERMITS

April
No Permits Issued.

May
No Permits Issued.

June
No Permits Issued.

ECONOMIC DEVELOPMENT INITIATIVES

- Staff reviewed site plan submissions for an addition to the existing McDonalds store on Gulf Boulevard and for an addition to Skidder's Restaurant.

- Staff attended a community meeting with Commissioner Shavlan to discuss the Corey Avenue workshop meeting(s) and other economic development initiatives.

- Staff continued to meet with a consultant group and the City Attorney to determine next steps for implementation of the City Community Reinvestment Area including the preparation of a Resolution that will go to the Commission on July 9. The resolution serves to ratify previous actions of the City Commission including the adoption of the revised blight study and an amended boundary map as requested by Pinellas County.

- Staff met with the City of St. Petersburg Business Assistance Center primarily for educational purposes. Two Corey Avenue Business Association representatives were also able to attend. The Business Center provided an overview of services and offered a tour of recent projects.

- Staff met with a representative from the Coral Reef hotel to discuss redevelopment opportunities.

- Staff prepared and mailed business tax invoices to a number of owners that had not yet paid their FY13' fee.

- Staff reviewed and responded to a Planning Commission proposal intended to streamline public infrastructure projects for public review.

- Staff met with a development group based in Atlanta to discuss current City economic development initiatives, land availability, and zoning entitlements.

- Staff met with a liaison to the Corey Avenue Business Association to discuss a process for community business forums. Additionally, CABA is interested in a discussion regarding CRA's and staff is in the process of inviting a CRA specialist to the City for this purpose.

- Staff met with a real estate team to discuss current City economic development initiatives, land availability, and zoning entitlements related to properties at the intersection of 75th and Gulf Boulevard.

- Staff met the City Manager at the Hotel Zamora site for a walk-through of the facility. The General Contractor has indicated that construction should be completed within 5-months.

- Staff met with a real estate investor/developer to discuss development expectations and entitlements for properties located along west Corey.

- Staff met with a business owner on Blind Pass Road to tour a newly purchased facility and offer any assistance that may be necessary in starting up.

- Staff attended the Pinellas County Quarterly Economic Development meeting. A presentation was made on Tampa Bay WAVE and an update was provided on County Planning and Development items. This included an extensive discussion on Sea Level Rise and Low Impact Development improvements.

- Staff met with a local resident who is also a certified business coach. He specializes in business transition assistance and indicated a willingness to work with the City as needed. In addition, he is familiar with the Robert Wood Johnson foundation, which offers matching grant opportunities for community based health projects.

- Staff discussed alternative methods for distributing set-a-side residential densities including a pool similar to that currently utilized for transient units.

- Staff met with a Corey Avenue merchant to discuss the couplet and associated streetscape plan.

OTHER ITEMS OF INTEREST

- Staff attended a meeting hosted by the Baker group to discuss improvements to Emergency Management practices and assistance with Concurrency review.

- Staff attended a FEMA webinar related to flood insurance changes at the Federal level.

- Staff attended a community meeting with Commissioner Parent and Mayor McFarlin at the Silver Sands condominium complex. Discussion included Comprehensive Plan items and development review processes.

- In response to a County inquiry, staff modified tax credit documents and prepared a covenant for the property at 104 7th Avenue in Pass-A-Grille.

- Staff met with City residents to answer building and zoning questions related to their respective properties at DeBazan Avenue and Coquina Way.

- Staff met with stormwater engineering professionals to discuss process modifications that may be necessary to meet new NPDES permitting requirements.

- Staff met on-site with a Pass-A-Grille resident to share information on a neighboring development project.

- Staff attended several Transportation Coordinating Committee meetings this quarter. Topics included a Countywide Mobility Plan update regarding changes to traffic impact fees and concurrency including the use of TCEA's (Transportation Concurrency Acceptance Areas), MMTD's (Multi-Modal Transportation Districts) and other TMP's (Transportation Management Plans) and presentations regarding the Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP) scenario modeling evaluations, which are based on varying levels of investment in the transportation system and potential changes in land use resulting from increased investment in transit.

- In an effort to improve upon the Magistrate process, staff reviewed the most recent Code Enforcement action related to a property on West Corey.

- Staff employee evaluations were completed for the current year.

- The final workshop related to the Corey Avenue District occurred on June 3. A final report and presentation to the City Commission is expected on July 23.

- Staff attended a Sunshine Law meeting that was offered by the City Attorney and presented to City Board and Committee members.

- Staff met with a consultant regarding current City concurrency procedures and is proceeding to identify implementation alternatives.

- Staff prepared it's FY14' operational budget.

- Staff attended a meeting regarding the County Park on Gulf Boulevard and the proliferation of cabanas, umbrellas, and chairs on the adjacent beach. Staff contacted the proprietor and shared its concerns with the County.

- Staff member, Chelsey Welden, attended a training session related to historic preservation and continues to work on a Certified Local Government grant that would support the resurvey of the PAG historic district.

- Two liens were settled for properties on Mangrove Avenue and Coquina Way. The latter was recently sold.

- Staff attended two (2) monthly Metropolitan Planning Organization (MPO) meetings this quarter.

- Staff attended a training session for Laserfiche.

- Staff met with the City Manager regarding beach vendors and permissible beach operations and uses.

- Planning staff attended the Florida Planning and Zoning Association annual conference and attended a number of relevant sessions and one mobile eco-tour.

- Staff attended a meeting hosted by the County and regarding an update of the County Stormwater Design Manual. Phase I has been completed and included a review of best practices and guidelines including the state ERP (Environmental Resource Permitting) manual and Low Impact Development (LID) applications. The County indicated that stormwater design will shift from volume calculations to loading calculations consistent with the direction the State is pursuing. Phase II will include the creation of a manual to be rolled out in August and inclusive of Best Management Practices (BMP's). Education and outreach will target developers and City Officials including Commission members and City Managers. Goal is to have all Pinellas County communities adopt the same so there is consistency for the development community. The County consultant is the same that worked on the Sarasota plan and has indicated that this manual will include alternatives to traditional methods and spoke to the importance of a 'treatment train' based on the context of any specific project.

- Staff met to discuss progress related to Blind Pass Road improvements discussed next steps related to the Couplet and streetscape improvements.

- The Comprehensive Plan was transmitted and received by the State Department of Economic Opportunity. It is currently under review.

- Staff is currently working on two (2) land development code revisions related to beach activities and urban design standards. These items will be forwarded to the Planning Commission once the drafts have been completed.

- Staff continues to work with citizens involved in the art community to discuss a project for City Hall.

- Staff met with several property owners in PAG to resolve an outstanding issue related to dumpsters located in a City alley. All parties committed to a mutually beneficial agreement that will be forwarded to staff and formalized by the City Commission at a later time. As part of the visit, staff committed to contact Duke Energy and request removal of a debris pile created by the installation of a new telephone pole and will notice the property owner to the South regarding the containment of their trash cans.

Inspection Totals

April 2013

BUILDING
(180 Inspections)

ELECTRICAL
(57 Inspections)

GAS
(6 Inspections)

MECHANICAL
(37 Inspections)

PLUMBING
(48 Inspections)

POOL
(5 Inspections)

April 2013 Inspections 333

May 2013

BUILDING
(182 Inspections)

ELECTRICAL
(61 Inspections)

GAS
(8 Inspections)

MECHANICAL
(31 Inspections)

PLUMBING
(51 Inspections)

POOL
(6 Inspections)

May 2013 Inspections 339

June 2013

BUILDING

(169 Inspections)

ELECTRICAL

(55 Inspections)

GAS

(11 Inspections)

MECHANICAL

(34 Inspections)

PLUMBING

(49 Inspections)

POOL

(6 Inspections)

June 2013 Inspections 324

Total number of Inspections 996

Report of Permits Issued

From 4-1-13 TO 6-30-13

2	ACCESSORY STRUC	10	ADDITION COMBO
10	BUILDING	6	DEMO
18	DOCK	11	DRIVEWAY/SIDEWA
33	ELECTRICAL	24	FENCE
2	FIRE SPRINKLER	12	GARAGE DOOR
4	GAS	92	MECHANICAL
22	PLUMBING	6	POOL
64	RENOVATION	33	ROOF
8	SEAWALL	11	SHUTTERS
2	SIGN	2	SOFFIT FACIA
43	WINDOW(S)		

Total number of Permits 415

Plan Review by Date

From 4-1-13 TO 6-30-13

PERMIT TYPE ACCESSORY STRUC

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
5/15/2013	20130653	PR 2,000-5,000	$27.50	4115 POINSETTIA DR
install 8'x10'x8' shed				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
4/2/2013	20130443	PR $2,000 LES	$15.00	4330 MILLER DR
residential storage shed 6x8				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
4/26/2013	20130566	PR10,001-1500	$122.50	321 N TESSIER DR
Outdoor Kitchen, outdoor firplace and pergola				

PERMIT TYPE ADDITION COMBO

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
4/5/2013	20130467	PR $20,000 +	$308.75	107 2ND AVE
removal of existing wash room enlarge washer room remodel kitchen				
4/19/2013	20130534	PR10,001-1500	$122.50	320 S JULIA CIR
front entry addition & replace entry door				
4/24/2013	20130554	PR $20,000 +	$357.50	3110 S MARITANA DR
add front porch, enclose garage, replace kitchen cabinets. SELECT DEMO FOR INTERIOR				
4/29/2013	20130572	PR $20,000 +	$185.00	445 64TH AVE
addition				
4/30/2013	20130580	PR $20,000 +	$188.75	246 S TESSIER DR
room additon & remodel - pour slab, block walls, fill in roof, kitchend remodel				
6/14/2013	20130794	PR $20,000 +	$1,448.75	2400 W VINA DEL MAR BLVD
renovate existing single family residence & addition				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
5/16/2013	20130659	PR 2,000-5,000	$40.00	617 75TH AVE
5x10 block addition (mechanical room)				
5/16/2013	20130659	FIRE PR <15K<	$200.00	617 75TH AVE
5x10 block addition (mechanical room)				

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
5/16/2013	20130662	PR $20,000 +	$432.50	109 21ST AVE
convert existing second floor garage storage into living area & add 329 sq ft second floor to second floor connecting the detached garage to the main house				
6/12/2013	20130772	PR $20,000 +	$233.75	261 44TH AVE
Addition of new garage & enrty & renovate existing garage				
6/12/2013	20130774	PR $20,000 +	$473.75	2880 ALTON DR
Build new outside kitchen, pergola, block fence & outside bathroom				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
5/23/2013	20130691	PR $20,000 +	$965.00	2804 PASS A GRILLE WAY
Partial 2nd floor removal & rebuild. New entry to top & bottom unit				

PERMIT TYPE ALARM

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
6/26/2013	20130852	FIRE >4STORY	$25.00	3701 GULF BLVD
Install fire alarm				
6/26/2013	20130852	FIRE PR >15K>	$300.00	3701 GULF BLVD
Install fire alarm				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
4/23/2013	20130547	FIRE PR <15K<	$200.00	5600 GULF BLVD
install fire alarm system in new 9000sf addition				

PERMIT TYPE BUILDING

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
4/12/2013	20130496	PR5,001-10,000	$105.00	252 43RD AVE
install new patio cover on existing slab				
5/17/2013	20130672	PR $20,000 +	$181.25	4222 MILLER DR
build a porch at rear of residence 15'x19' flat deck roof				
6/25/2013	20130849	PR 2,000-5,000	$40.00	5805 BAHIA WAY
Replace existing aluminum hand rails				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
5/2/2013	20130591	FIRE PR <15K<	$200.00	5700 GULF BLVD
canopy construction over laundry storage				
5/2/2013	20130591	PR $20,000 +	$192.50	5700 GULF BLVD
canopy construction over laundry storage				
5/21/2013	20130682	PR5,001-10,000	$75.00	9425 BLIND PASS RD
reinstall masonry trash chute				
5/21/2013	20130682	FIRE PR >15K>	$300.00	9425 BLIND PASS RD
reinstall masonry trash chute				
5/23/2013	20130692	PR $2,000 LES	$15.00	2880 E VINA DEL MAR BLVD
replace exterior front door size for size				

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
5/7/2013	20130612	PR 2,000-5,000	$27.50	6100 GULF BLVD RESTAURA
install kitchen hood for pizza oven				
5/7/2013	20130612	FIRE PR <15K<	$200.00	6100 GULF BLVD RESTAURA
install kitchen hood for pizza oven				

PERMIT TYPE DECK

Permit Status = HOLD

DATE	NUMBER	TYPE	FEE	LOCATION
6/4/2013	20130727	PR10,001-1500	$122.50	2815 PASS A GRILLE WAY
build new second story deck				

PERMIT TYPE DOCK

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
5/7/2013	20130611	BLD PRMT NO	$0.00	155 COREY AVE MERRY PIE city job Merry Pier
repair storm damaged dock				

PERMIT TYPE FIRE SPRINKLER

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
4/2/2013	20130446	FIRE PR <15K<	$200.00	9415 BLIND PASS RD
add new sprinkler protection to garage, elevator lobby				
4/15/2013	20130446	FIRE >4STORY	$50.00	9415 BLIND PASS RD
add new sprinkler protection to garage, elevator lobby				
4/15/2013	20130446	FIRE PR >15K>	$300.00	9415 BLIND PASS RD
add new sprinkler protection to garage, elevator lobby				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
4/1/2013	20130442	FIRE PR >15K>	$300.00	5575 GULF BLVD
replace existing fire alarm system				
4/9/2013	20130442	FIRE >4STORY	$50.00	5575 GULF BLVD
replace existing fire alarm system				

PERMIT TYPE FOUNDATION

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
5/7/2013	20130618	PR10,001-1500	$115.00	101 8TH AVE
foundation construction only for relocated house				

PERMIT TYPE GARAGE DOOR

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
5/21/2013	20130683	PR 2,000-5,000	$27.50	245 46TH AVE
e/c/o garage door 16x10 FL15279.95				

5/23/2013	20130693	PR5,001-10,000	$75.00	5913 BALI WAY N

e/c/o Garage door 1 - 12x7 FL5684.14 & e/c/o Garge doors 2 - 9x7 FL5684.1

Permit Status = CLOSED

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
4/5/2013	20130461	PR $2,000 LES	$15.00	6380 3RD PALM POINT ST

replace garage door with windload door 16x7 FL14529

4/8/2013	20130470	PR $2,000 LES	$15.00	180 N TESSIER DR

replace 16 x 7 garage door. fence repair, door and window repairs

4/8/2013	20130475	PR 2,000-5,000	$27.50	318 44TH AVE

e/c/o garage door 16x7 FL15279.101

4/12/2013	20130493	PR $2,000 LES	$15.00	3216 W DE BAZAN AVE

install new 8x7 garage door FL14418.1

4/15/2013	20130507	PR $2,000 LES	$15.00	3623 BELLE VISTA DR E

replace garage door same size 9x7 FL#14170.03

4/16/2013	20130515	PR $2,000 LES	$15.00	104 5TH AVE

eco garage door, 9x7 fl#13521.2

4/22/2013	20130537	PR $2,000 LES	$15.00	4201 BELLE VISTA DR

e/c/o garage door 8x8.5 FL15279.84

5/1/2013	20130586	PR $2,000 LES	$15.00	369 BELLE POINT DR

e/c/o garage door 9x7

5/20/2013	20130679	PR $2,000 LES	$15.00	6340 2ND PALM POINT ST

replace existing garage door with a FL approved garage door

Permit Status = READY

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/21/2013	20130827	PR $2,000 LES	$15.00	2323 W VINA DEL MAR BLVD

Replace garage door with impact size for size, Add hurricane fabric over front door, Add aliminum corrigated panels over pack door

PERMIT TYPE GAS

Permit Status = ACTIVE

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/3/2013	20130726	PR $2,000 LES	$15.00	509 70TH AVE

Set 58# tank pipe & connect to tankless water heater

PERMIT TYPE MECHANICAL

Permit Status = ACTIVE

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
5/7/2013	20130614	FIRE PR <15K<	$200.00	5250 GULF BLVD

installation of npfa96 + u.l. listed commercial kitchen hood system with all exhaust & supply ductwork and fans in existing banquet kitchen (per plans)

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
5/7/2013	20130614	PR $20,000 +	$230.00	5250 GULF BLVD

installation of npfa96 + u.l. listed commercial kitchen hood system with all exhaust & supply ductwork and fans in existing banquet kitchen (per plans)

Permit Status = CLOSED

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
4/8/2013	20130477	BLD PRMT NO	$0.00	1904 20TH AVE PASS A GRIL city job

install 1.5 ton heat pump mini split

Permit Status = PLAN

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/28/2013	20130875	PR5,001-10,000	$75.00	3804 GULF BLVD

Install 2 ADA Lifts

PERMIT TYPE POOL

Permit Status = ACTIVE

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
4/25/2013	20130543	PR $20,000 +	$252.50	8800 GULF BLVD

inground concrete swimming pool with travertine decking

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
5/7/2013	20130616	PR15,001-2000	$152.50	321 N JULIA CIR

add swimout & sunshelf to existing pool

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
5/17/2013	20130665	PR $20,000 +	$211.25	2211 E VINA DEL MAR BLVD

install new concrete spa & pool

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
5/29/2013	20130708	PR $20,000 +	$260.00	2880 ALTON DR

inground swimming pool, spa & paver deck

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/6/2013	20130743	PR5,001-10,000	$75.00	4900 GULF BLVD

install handicap lift pere ada rgulations at swimming pool.

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/24/2013	20130836	PR $20,000 +	$267.50	7951 BOCA CIEGA DR

inground concrete swimming pool with travertine decking

Permit Status = HOLD

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*

6/10/2013	20130752	PR $20,000 +	$200.00	4043 BELLE VISTA DR

new inground pool & paver deck

Permit Status = PLAN

DATE	NUMBER	TYPE	FEE	LOCATION
6/28/2013	20130876	PR15,001-2000	$157.50	240 N TESSIER DR

install new inground pool

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
4/17/2013	20130523	PR $2,000 LES	$15.00	5600 GULF BLVD

installl battery operated pool lift

PERMIT TYPE RENOVATION

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
4/3/2013	20130449	PR $20,000 +	$230.00	6000 GULF BLVD

structural repairs to concrete in parking garage

4/5/2013	20130469	PR $20,000 +	$200.00	2262 W VINA DEL MAR BLVD

move kitchen water & drain to the south approx 8ft. Replace drain lines under buidling. Build pockest for & install new sliding glass door. Replace window with glass block. Use CMU's, stucco & drywall to close up 1 window. Use CMU's, new sill, stucco & drywall to reduce 1 window. Replace remaining 7 windows size for size. Install 4 interior doors. Change electric & fixtures as needed

4/9/2013	20130478	PR15,001-2000	$162.50	179 21ST AVE

install elevator

4/12/2013	20130501	PR 2,000-5,000	$40.00	1001 GULF WAY

install railing on deck (se corner of house)

4/17/2013	20130522	PR15,001-2000	$167.50	6850 BAY ST

remodel kitchen

4/25/2013	20130555	PR 2,000-5,000	$27.50	7863 BLIND PASS RD

rework 1 bath & 4 penatrations & water softner

4/29/2013	20130571	PR $20,000 +	$278.75	192 MAR ST

remodel kitchen, laundry room, bath. Replace windows & exterior & interior doors & trim

4/30/2013	20130578	FIRE PR <15K<	$200.00	4601 GULF BLVD

remove existing underground fuel tanks & install 1 - 22000gal 2 compartment fuel tank. Install new double wall fiberglass piping from existing piping at egde of tank excavation. Repave over excavation & new tank

5/7/2013	20130555	FIRE PR <15K<	$200.00	7863 BLIND PASS RD

rework 1 bath & 4 penatrations & water softner

5/29/2013	20130706	PR $20,000 +	$248.75	3390 W MARITANA DR

remoe & replace windows, sliding glass doors, entry doors, non load bearing columns from facade - repair stucco as needed

6/10/2013	20130755	PR $2,000 LES	$15.00	115 52ND AVE

INSTALL SCREEN WALLS 8' & 12' UNDER EXISTING ROOF ON EXISTING SLAB

6/13/2013	20130785	PR $20,000 +	$492.50	331 S JULIA CIR

reconfigure fla room with new windows/doors convert porch to living area, complete interior remodel inc kitchens baths new flooring paint and trim. replace existing windows

6/14/2013	20130789	PR $20,000 +	$586.25	9415 BLIND PASS RD APT PN

Interior remodel

Permit Status = CLOSED

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
4/5/2013	20130466	PR10,001-1500	$130.00	6477 1ST PALM POINT ST

replace 1 patio door

4/10/2013	20130487	PR $2,000 LES	$15.00	2053 W VINA DEL MAR BLVD

replace 1 door unit size for size FL8228.8

4/12/2013	20130495	PR 2,000-5,000	$27.50	4599 GULF BLVD

install 1 - 9x4 dome awning - no lettering

4/15/2013	20130506	PR5,001-10,000	$95.00	940 59TH AVE

install solar hotwater heating system on roof - install solar attic fan

4/22/2013	20130541	PR5,001-10,000	$65.00	3760 BELLE VISTA DR

replace 3 impact doors units size/size fl7347.1

4/29/2013	20130568	PR $2,000 LES	$15.00	6363 GULF WINDS DR 437 &

replace 2 door units size for size

5/15/2013	20130655	PR $2,000 LES	$15.00	2152 W VINA DEL MAR BLVD

replace 1 double door unit size for size FL12769.3

Permit Status = HOLD

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/13/2013	20130783	PR $20,000 +	$286.25	6605 GULF BLVD

interior remodel

6/18/2013	20130810	PR 2,000-5,000	$52.50	2801 E VINA DEL MAR BLVD

enclose existing covered back porch

Permit Status = READY

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
5/13/2013	20130638	PR $20,000 +	$1,223.75	2220 SUNSET WAY

interior renovations, window replacement, door replacement

PERMIT TYPE ROOF

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
4/4/2013	20130459	PR $20,000 +	$623.75	4900 GULF BLVD
TPO roof replacement. Roof clean of gravel - 2" Polyiso board fully adhered to existing BUR with Insto stik then TPO 60 mil installed with bording adhesive				
4/29/2013	20130569	PR10,001-1500	$145.00	405 72ND AVE
remove 23sq concrete bearrel tile roof install 26 seam metal roofing over 60 mil self adhered underlayment				

PERMIT TYPE SHUTTERS

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
5/29/2013	20130709	PR $2,000 LES	$15.00	564 80TH AVE
7 storm protection fabric panels				
5/30/2013	20130719	PR10,001-1500	$145.00	318 44TH AVE
rolling shutters on 2 doors & 2 motors; crimsafe screens on remaining windows				
6/10/2013	20130759	PR 2,000-5,000	$40.00	4180 BELLE VISTA DR
Install 8 fabric hurrican shutters				
6/17/2013	20130804	PR5,001-10,000	$85.00	4100 BELLE VISTA DR
Install 2 motorized roll up shutters				
6/27/2013	20130855	PR $2,000 LES	$15.00	4635 MIRABELLA CT
install two hurricane fabric panels				

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
5/13/2013	20130639	PR5,001-10,000	$75.00	4180 BELLE VISTA DR
Install 2 motorized & 2 manual roll up shutters				
5/29/2013	20130710	PR $2,000 LES	$15.00	560 80TH AVE
1 storm protection fabric panels				

Permit Status = READY

DATE	NUMBER	TYPE	FEE	LOCATION
6/27/2013	20130863	PR5,001-10,000	$75.00	200 1ST AVE 202
Install (1) Motorsized Roll-Down Shutter and (1) Manual Roll-Down Shutter				

PERMIT TYPE SIGN

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION
6/27/2013	20130859	PR $2,000 LES	$15.00	7261 BAY ST

Installing sign to exterior wall. sign specifies attached

Permit Status = CLOSED

DATE	NUMBER	TYPE	FEE	LOCATION
4/15/2013	20130505	PR $2,000 LES	$15.00	7081 GULF BLVD

install 2'x10' flat attached wall sign non electric

PERMIT TYPE WINDOW(S)

Permit Status = ACTIVE

DATE	NUMBER	TYPE	FEE	LOCATION	
4/3/2013	20130338	FIRE PR <15K<	$200.00	5600 GULF BLVD	
install wind break doors					
4/4/2013	20130456	PR10,001-1500	$130.00	5555 GULF BLVD 115	
8 windows & 1 door					
4/8/2013	20130474	PR 2,000-5,000	$52.50	300 64TH AVE 315	
replace 5 windows size for size with impact					
4/12/2013	20130497	PR5,001-10,000	$65.00	415 39TH AVE	
install 5 impact windows size for size					
4/12/2013	20130498	PR 2,000-5,000	$27.50	511 76TH AVE	
install 3 impact windows & 1 non impact window size for size					
4/16/2013	20130513	PR15,001-2000	$167.50	5555 GULF BLVD 101	
replace 11 windows & 1 door size for size with impact					
4/18/2013	20130527	PR5,001-10,000	$75.00	2005 GULF WAY	
replace windows with impact windows					
4/26/2013	20130565	PR5,001-10,000	$105.00	300 PASS A GRILLE WAY	
Replace 21 windows and 5 doors size for size. 5/10/13 owner came in and will be installing 18 impact and 3 non-impact with plywood shutters.					
5/1/2013	20130583	PR15,001-2000	$157.50	8300 GULF BLVD	
22 window replacement size for size with impact					
5/6/2013	20130607	PR $2,000 LES	$15.00	521 77TH AVE	Owner was with contractor and asked to pay total up front
Replace 9 windows and installing 9 plywood shutters					

5/7/2013 20130613 PR10,001-1500 $122.50 9415 BLIND PASS RD PNT2

replace 4 windows & 2 doors size for size

5/17/2013 20130667 PR10,001-1500 $115.00 4238 HOLLAND DR

Install 10 impact windows size for size FL1844.3

5/17/2013 20130666 PR5,001-10,000 $65.00 350 BELLE POINT DR

install 11 non impact windows size for size FL1844.5.)Owner has existing hurricane panels for these openings)

5/21/2013 20130674 PR $20,000 + $218.75 950 BOCA CIEGA ISLE DR computers were down unable to collect plan review fee

replacing 47 windows size fro size

5/22/2013 20130688 PR10,001-1500 $137.50 192 MAR ST

17 window replacement size for size with impact & diamond screen protection on existing sliding glass doors

---

5/30/2013 20130721 PR5,001-10,000 $95.00 6800 SUNSET WAY 205

replace 10 windows size for size impact

5/31/2013 20130723 PR 2,000-5,000 $27.50 3962 POINSETTIA DR

window replacement Transfer permit from homeowner to contractor

---

6/3/2013 20130724 PR $2,000 LES $15.00 105 6TH AVE

replace window in storage building size for size

6/5/2013 20130738 PR5,001-10,000 $75.00 5000 GULF BLVD 901

replace 12 windows soze gor size FL16177.1 - 9520.1

6/5/2013 20130737 PR 2,000-5,000 $27.50 103 5TH AVE

remove & replace one window

6/7/2013 20130745 PR $2,000 LES $15.00 103 7TH AVE

replace front door size for size

6/7/2013 20130747 PR10,001-1500 $122.50 300 46TH AVE

Repalce 15 windows size for size impact resistant

6/7/2013 20130744 PR10,001-1500 $130.00 6411 4TH PALM POINT ST

remove & replace french doors in existing opening and paver over existing covered deck

---

6/10/2013 20130751 PR $20,000 + $177.50 2651 E VINA DEL MAR BLVD

replace 2 sliding glass doors and 12 windows with impact glass and 1 prehung solid fiberglass door

---

Permit Status = CLOSED

DATE NUMBER TYPE FEE LOCATION

4/15/2013 20130504 PR $20,000 + $188.75 4635 MIRABELLA CT

replace 5 windows & 2 doors size for size with impact

4/16/2013 20130511 PR 2,000-5,000 $52.50 7338 COQUINA WAY APT 6

replace existing windows

4/24/2013 20130549 PR $2,000 LES $15.00 6111 2ND ST E 5

install 2 impact windows

4/29/2013	20130570	PR5,001-10,000	$95.00	3200 GULF BLVD 203

replace 1 window & 2 patio doors size for size

4/29/2013	20130575	PR 2,000-5,000	$27.50	8901 BLIND PASS RD 129

replace 2 single hung windows with impact size for size

5/1/2013	20130588	PR5,001-10,000	$75.00	8321 BOCA CIEGA DR

impact windows sixe for size fl#5419.7 fl#12119.1

5/2/2013	20130598	PR $20,000 +	$207.50	3027 E VINA DEL MAR BLVD

replacement 10 windows & 3 sliding glass doors - sizef or size impact

5/8/2013	20130619	PR 2,000-5,000	$40.00	5575 GULF BLVD 140

remove & replace 4 windows with impact size for size

5/16/2013	20130658	PR $2,000 LES	$15.00	6000 2ND ST E 8

replace 2 windows size for size with impact

6/10/2013	20130754	PR10,001-1500	$122.50	4640 MIRABELLA CT

Remove old and install 11, Horizontal sliding impact windows and 1 three-lite slider with impact rated, uinsulated low E Glass

Permit Status = HOLD

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/27/2013	20130866	PR 2,000-5,000	$55.00	3101 W MARITANA DR

(2) window replacements size for size for size with non impact #fl#15752.2

6/27/2013	20130864	PR5,001-10,000	$65.00	6482 1ST PALM POINT ST

10 window replacements size for size with non impact product (10) fl#15447.7; 1844.1; 5012.8, 13867.4

Permit Status = PLAN

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
5/24/2013	20130697	PR10,001-1500	$122.50	655 77TH AVE

Window replacement size for size with impact & replace siding on the second story

Permit Status = READY

DATE	*NUMBER*	*TYPE*	*FEE*	*LOCATION*
6/18/2013	20130807	PR5,001-10,000	$85.00	262 HERMOSITA DR

REplace size for size 2 windows & 1 entry door all impact

6/20/2013	20130819	PR $2,000 LES	$15.00	1000 PASS A GRILLE WAY

replace 1 window & 1 exterior door in building facing south with impact

6/27/2013	20130867	PR $2,000 LES	$15.00	4950 GULF BLVD 404

(2) windows replacement size for size with impact product fl# 7058.2 (2)

6/27/2013	20130868	PR5,001-10,000	$65.00	9359 BLIND PASS RD 202

(1) sliding glass door replacement size for size; with non impact product fl#251.1 existing roll shutter fl#5790.r9 impact new

Total # of Plan Review   138

St Pete Beach Code Enforcement

From 4-1-13 TO 6-30-13

34 Total Cases

Printed Tuesday, July 02, 2013

District 1

Total number of Cases for the time period listed above 5

		DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1	**DEBRIS**					
1	CLOSED					
		5/20/2013	20130051	321 77TH AVE	HAGAN EMILY B	36/31/15/77994/225/0060
1	**SIGNS**					
1	ACTIVE					
		5/2/2013	20130043	636 COREY AVE	MYER LAWRENCE J JR	36/31/15/77994/057/0080
2	**VEHICLE PARKING**					
1	ACTIVE					
		6/18/2013	20130055	8900 GULF BLVD	MC CLAIN DELORES	25/31/15/78282/108/0050
1	CLOSED					
		5/29/2013	20130053	7200 GULF BLVD	MORRISSEY & MORRISSEY ENTERPRI	36/31/15/77994/046/0160
1	**ZONING**					
1	ACTIVE					
		6/25/2013	20130065	0 BLIND PASS RD	BOBELIS FAMILY LAND TRUST	25/31/15/00000/310/0100

District 2

Total number of Cases for the time period listed above 5

		DATE	CASE #	LOCATION	OWNER	Parcel ID Number
1	**DOCKS/SEAWALL**					
1	ACTIVE					
		5/1/2013	20130041	6381 4TH PALM POINT ST	LEE ROBERT L	31/31/16/90744/000/0150
3	**MISCELLANEOUS**					
1	ACTIVE					
		5/1/2013	20130042	6381 4TH PALM POINT ST	LEE ROBERT L	31/31/16/90744/000/0150
2	CLOSED					
		4/2/2013	20130029	504 69TH AVE	GARTHWAITE THOMAS	36/31/15/78336/003/0300
		4/5/2013	20130034	6330 2ND PALM POINT ST	WEBER WILLIAM FJR	31/31/16/90738/001/0070
1	**VEHICLE PARKING**					
1	ACTIVE					

		DATE	CASE #	LOCATION	OWNER	Parcel ID Number
		5/21/2013	20130052	6350 3RD PALM POINT ST	COLE HARMON A III	31/31/16/90740/000/0050

District 3

Total number of Cases for the time period listed above 14

		DATE	CASE #	LOCATION	OWNER	Parcel ID Number
2	**MINIMUM HOUSING**					
1	ACTIVE					
		6/25/2013	20130062	4111 MILLER DR	GORMAN LUCILLE E TRUST	07/32/16/07524/009/0430
1	S M					
		5/16/2013	20130050	3203 E DE BAZAN AVE	MARTINO SAM C II	07/32/16/21852/018/0021
1	**PERMITS**					
1	CLOSED					
		5/7/2013	20130045	259 42ND AVE	SCHUMAN EDWARD J	07/32/16/07398/006/0210
4	**TREES**					
3	ACTIVE					
		4/17/2013	20130038	574 BELLE POINT DR	SCRICCA ANNA M	07/32/16/07506/004/0040
		4/17/2013	20130037	515 BELLE POINT DR	FROST EVELYN W	07/32/16/07506/005/0170
		6/25/2013	20130061	3897 BELLE VISTA DR E	MATUSKA OLGA	07/32/16/07542/002/0110
1	CLOSED					
		6/4/2013	20130054	3516 E MARITANA DR	MYERS JAMES E	07/32/16/21852/015/0090
1	**VEHICLE PARKING**					
1	ACTIVE					
		6/25/2013	20130063	3401 CASABLANCA AVE	HUBBARD LORRAINE W	07/32/16/21852/016/0080
5	**YARDS**					
3	ACTIVE					
		6/18/2013	20130058	253 41ST AVE	HARRINGTON KAREN YVONNE	07/32/16/07434/000/0060
		6/18/2013	20130057	261 41ST AVE	NOTTKE ERICA T	07/32/16/07434/000/0070
		6/18/2013	20130059	245 41ST AVE	GRACI GUISEPPE	07/32/16/07434/000/0050
2	CLOSED					
		4/17/2013	20130039	469 BELLE POINT DR	SCOTT GARY DAVID	07/32/16/07506/005/0220
		5/1/2013	20130040	265 40TH AVE	HAVARD MARJORIA	07/32/16/07470/002/0120
1	**ZONING**					
1	ACTIVE					
		5/2/2013	20130044	860 BOCA CIEGA ISLE DR	GORDON STEVEN R	06/32/16/09594/001/0320

District 4

Total number of Cases for the time period listed above 10

DATE	CASE #	LOCATION	OWNER	Parcel ID Number

3	**DUMPSTER**					
3	ACTIVE					
		5/9/2013	20130046	709 GULF WAY	PASS-A-GRILLE BEACH CONDO	19/32/16/67772/000/0001
		5/9/2013	20130047	709 PASS A GRILLE WAY	PASS-A-GRILLE BEACH MOTEL INC	19/32/16/67771/000/0001
		5/10/2013	20130048	110 8TH AVE	J & S ENTERTAINMENT INC	19/32/16/58932/006/0060
3	**MINIMUM HOUSING**					
2	ACTIVE					
		4/10/2013	20130035	300 PASS A GRILLE WAY	ASSENHEIMER PERRY J JR	19/32/16/58932/009/0040
		6/7/2013	20130060	2400 W VINA DEL MAR BLVD	MURPHY PATSY A REVOCABLE TRUST	18/32/16/94158/001/0850
1	CLOSED					
		4/2/2013	20130030	1703 PASS A GRILLE WAY	GARRISON DOUGLAS J	18/32/16/68634/000/0006
1	**SIGNS**					
1	ACTIVE					
		4/3/2013	20130033	2805 SUNSET WAY	REILLY PAUL	18/32/16/17316/001/0030
1	**VEHICLE PARKING**					
1	CLOSED					
		5/16/2013	20130049	104 11TH AVE	LINARES MANUEL R JR	19/32/16/58932/004/0070
1	**YARDS**					
1	ACTIVE					
		6/25/2013	20130064	1605 PASS A GRILLE WAY	AEDES HOLDINGS II	18/32/16/68634/000/0004
1	**ZONING**					
1	ACTIVE					
		4/17/2013	20130036	1106 PASS A GRILLE WAY	MALLORY NORMAN D TRE	19/32/16/58932/003/0010

THE SUNSET CAPITAL OF FLORIDA

Public Services Department
3rd Quarter Report (April, May & June 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."

<u>ADMINISTRATION</u>

- Prepared for and attended pre, post and City Commission meetings; worked on various agenda reports and followed up as needed.
- Monitored and directed all operations and major construction projects; worked with Operations Manager and Construction Manager to address issues as they arose. Attended numerous meetings on the various projects being planned, in progress or completed this quarter.
- Bi-weekly meetings with City Manager, Operations Manager, and Construction Manager to discuss all Department activities and projects.
- Attended Bayway Bridge construction meetings as needed and followed up on any and all resident questions or concerns about the project.
- Reviewed and signed off on all purchase orders, p-card transactions, invoices, performance evaluations, Request for Proposals (RFPs), and payrolls for the Department.
- Attended 3rd Annual FDOT D7 Local Agency Safety Summit; meetings with the FDOT D7 Safety Ambassador to discuss possible projects to submit for safety funding.
- Finalized FY14 Capital Improvement Plan (CIP) recommendations and forwarded to City Manager and Finance Director; responded to all CIP questions from City Manager and Finance Director. Prepared for and attended various meetings to discuss current and FY14 CIPs.
- Hand delivered our Gulf Blvd Beautification reimbursement request to Pinellas County and the Big C contacts; worked with Construction Manager to follow up as needed.
- Gave German interns tour of the City including a ride on the beach in the gator when each of them was in our Department; exposed them to all facets of Department activities and assigned projects for them to complete.
- Attended planning meetings at South Cross Bayou Water Reclamation Facility to discuss needed shut downs of the reclaimed water distribution system.
- Numerous emails, phone calls and meetings with Pinellas County to discuss why the City is not receiving funding this year for the permanent T-groin and beach nourishment projects; drafted resolution to forward to the County Board of Commissioners.
- Attended the American Public Works Association (APWA) Florida Chapter Annual Conference in Jacksonville. Attended monthly local chapter APWA meetings and a workshop on strategic planning for Public Works.
- Monitored the FDOT Blind Pass Road paving project and fielded questions from residents.
- Monitored various Pinellas County potable water repairs/improvements and fielded questions from residents.

- Inspected the beach condition and turtle access on several occasions; applied for and received our new Florida Department of Environmental Protection (FDEP) beach cleaning permit.
- Finally overcame the Local Agency Program (LAP) issues with the Blind Pass Road Reconstruction project. The City now has complete control of the project; worked with engineering consultant on design.
- Filled in as acting City Manager when requested.
- Reviewed the 2013 State Session and highlighted items specific to our Department.
- Completed assessment of the Master Pump Station pump problems and recommended replacing the pumps in the southern wetwell.
- Dealt with TS Andrea. We fielded numerous calls and emails regarding flooding, power outages, storm damage, etc. Spent several weeks dealing with cleanup and repairs as a result of the storm.
- Finalized Interlocal Service Agreement for Traffic Control Signal Maintenance with Pinellas County.
- Met with City of St Petersburg Water Resources Department to discuss Master Pump Station and Lift Station #2 construction projects, as well as the operation of the City of St Petersburg Lift Station #61.
- Sent out letters to all property owners and residents regarding the public meeting to discuss the Blind Pass Road Reconstruction project. Met with several residents regarding the project and answered all calls and emails.
- Worked with Pinellas County and local volunteer to prepare for this year's sea oat planting on June 29th. It was another very successful event this year.
- Emails and calls with stormwater tax roll consultant, City Attorney, Finance Director, and various County Officials to get the stormwater special assessment tax roll in by July 1st deadline.
- Prepared for and met with our Finance and Budget Committee representative to go over all Department budgets. Prepared for and attended their Committee meeting on July 2nd.
- Emails, calls and meetings with North Beach Civic Association representatives to discuss the City's construction of a new dog park in McKenney Park. Staff did an outstanding job with this project!
- Worked with Fire Department and Sheriff's Office to prepare and shoot off the July 4th fireworks; great show this year!

PUBLIC PROPERTIES

- Aeration, top dressing and over seeding performed on Horan Park turf.
- Assisted Construction Manager in detailing the Request for Proposal (RFP) for our landscape contract. The old contract was very vague and needed clarification to ensure contract compliance.
- Removed signage from Thomas Rowe Park and Vina Del Mar Park to be refurbished.
- Fabricated and installed new parking ordinance signs for Parking Enforcement.
- Spread more Bermuda seed and added potassium to Horan Park turf.
- Delivered 100+ cones for the Veterans Parade in Pass-a-Grille.
- Contractor completed curb and sidewalk pours at McKenney Park, Pass-a-Grille, and Boca Ciega Drive.
- Utilized the talents of our German interns and taught them public works practices.
- Shot elevations of Egan Park senior field to start in-house renovation of the field.
- Fire Alarm testing was completed in all City facilities.
- Installed new Lido Beach Signs at the corner of 45th Avenue.
- Trimmed shrubbery and installed 10 yards of shell in Horan Park.

- Preparations were made for Beach Goes Pops, including delivering cones, barricades, shuttle bus signs, trash cans, and fencing. Staff also installed all temporary handicap and vendor parking signage along Gulf Way.
- Poured new buoy weight blocks (concrete) and fabricated 26 new cable sections to install new buoys along the beach.
- Finished painting Egan Field dugouts on the senior field. Started to mark the new arc of the infield. We will be removing 10' +/- of excess sod to make the field regulation size.
- Installed new locking reservation boards on McKenney Park, Vina Del Mar, and Hurley Park pavilions.
- Contractor paved the handicap parking area of McKenney Park, repaved a stamped crosswalk on Gulf Blvd, and patched several large pot holes throughout the City.
- Provided damage clean up and set up of a barricaded area at Lido Park; Pinellas County knocked over a light pole and it was blocking the sidewalk.
- Fertilized the palm trees at Community Center, Horan Park, Police Department and City Hall.
- Started installation of new basketball rims and backboards at Hurley Park.
- Installed 2 cubic yards of flowable fill under sidewalk at 12th Avenue and Pass-a-Grille Way; the hole was most likely from an offset joint in the stormwater outfall.
- Removed wood privacy fence along property line at Egan Park.
- Fire extinguisher testing was completed.
- Parking line stripping was completed at Upham and Pass-a-Grille Beach.
- Egan Park senior baseball field/softball field repairs continued:
    - Removed approximately 70 cubic yards of clay from the field.
    - Removed 12' of grass to make the field a true multi use field.
    - Lowered the elevation of second base to facilitate better drainage.
    - Installed new irrigation to water the clay.
    - Installed new sod along the backstop and fence lines to stop clay run off into the street.
    - Installed new irrigation to water the sod around the back stop.
    - Repaired all broken or damaged irrigation rotors.
    - Installed new wire to easily move irrigation valves out of the field of play and safely put them in a remote location on the field.
- Storm cleanup, picking up palm fronds and other windblown debris.
- Arbor jet training was given to parks staff for treatment of white fly in birds of paradise.
- Egan and Horan parks were aerated. This is to relieve compaction and assist in growing healthy turf.
- Work continued on restoring and repainting the electronic message board; this has been a large task due to the amount of rust.
- Concrete/curb contractor arrived and finished curbing at 77th Avenue and Boca Ciega Drive. Also replaced several sections of bad sidewalk in Vina Del Mar Park and a large section by the Vina del Mar Bridge. New sidewalk/approach ramp poured at the dog park in McKenney Park.
- Tested irrigation system at McKenney Park to check for coverage spacing. We are trying to eliminate brown areas that occur when we have strong winds. This is due to the original system not being installed properly.
- Meeting with Fire Chief and Fire Marshall to discuss 4th of July set up and public works involvement.
- Installed new split rail fence in Lido Park to keep cars from parking on the grass.
- Replaced batteries in emergency lighting at the Public Services building.
- Major irrigation repairs made at Lazarillo Park from damage caused by large vehicle running over the master valve that supplies water to the park.

UTILITIES

- 163 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 two webinars. (Inflow & Infiltration and Manhole Covers and Frames).
- Every even month the water meter is brought to the County yard in Largo to be read for billing purposes.
- Responded 67 times to various lift stations for an alarm during or after hours.
- Responded to 17 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 as well such as putting up the American Flags.
- Attended a pre design meeting for pump station 2 with our engineering consultants Kimley Horn; the station is in the design phase now.
- Utilities staff have been doing alley maintenance; we have been grading, removing asphalt and putting down shell as requested.
- Installed a new manhole ring and cover on Pass-A-Grille Way and Boca Ciega Drive and 82nd Ave.
- Three employees had their annual reviews.
- One employee attended the FWPCOA Wastewater Collection Class C class and passed the licensing exam.
- Meeting with the City of St Petersburg regarding Booster Station #61.
- Tropical Storm Andrea - 6 inches of rain fell, most of the lift stations were in a high alarm. There were several power outages at the stations and our normal street flooding.
- Removed the sand bag storage bins since the City no longer supplies sand bags.
- Attended a demonstration in Dunedin hosted by Perma-Liner.
- Truck #160 was sent out for repairs; the repairs were covered by the warranty.
- A new utility truck has been ordered this will replace truck #162.
- The Jet truck had some minor repairs; we replaced a 24" by 8" suction pipe on the vacuum tube.
- Age is finally catching up to our SCADA system for our alarm call outs. We are currently looking at new systems that best fit our needs.

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 Variable Frequency Drives (VFDs) - the air filters have been cleaned.
- The pressure sensor switches we installed in the wetwells have been working fantastic and giving the approximate levels.
- Three pumps are currently in service.
- The emergency generator had its yearly service and is tested weekly.
- Met with Xylem Flygt at the MPS to review the current conditions and controls, we are recommending two new flygt pumps and controls for the south wetwell.
- The covering of the MPS subaqueous pipe has been completed.

Reclaimed Water

- Made several inspections and repairs to reclaim water (RCW) boxes throughout the City for residents.
- Located and exposed several RCW boxes.
- Installed several RCW 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.
- 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 as needed 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.
- Staff has made repairs to several catch basins and lids and also to the stormwater outfall pipes mostly in the Bella Vista subdivision.
- Repaired a stormwater catch basin on Sunset Way & 64th Ave.
- Two employees tested and received their FSA stormwater recertification.

CONSTRUCTION

- Completed RFP for Landscape Maintenance. Contractor terminated their contract on April 30th, 2013. Pre-Bid for the landscape maintenance RFP was held. Bids were received, reviewed, and new contract issued.
- NPDES: Meeting with engineering consultant to discuss NPDES permitting for 2013; attended an NPDES Coordination meeting with the Community Development Department. Numerous NPDES stormwater violations were reported during this quarter. Most of these were related to private contractors not properly protecting inlets during adjacent construction and allowing sediment to flow into the stormwater drains; worked with Community Development Department on corrective action.
- Gym Roof: Garland (contractor that holds the nationwide roofing contract under US Communities) held an on-site pre-bid meeting with local contractors to review the Gym roof project. Garland was required to procure 3 cost quotes, utilizing local labor, and submit that pricing to the City.
- Attended Emergency Management presentation by consulting engineer.
- Dive-Tech mobilized and completed the covering of the MPS wastewater subaqueous force main project.
- CityView GIS: Completed RCW breaks layer on the web GIS. Stormwater drainage basins were updated in web GIS and user manual was revised.
- Received pricing on new utility truck. Truck has been ordered, awaiting delivery.
- Provided the County information on our stormwater assessment fees and calculation method for their own use in creating a fee for unincorporated Pinellas County.
- Contractor mobilized and completed the Merry Pier Reconstruction project.

- Attended final punch list of the Fire Department buildings with the Fire Chief. Punch list for Station #23 was sent to the contractor for review and correction. Items were completed. Met with representatives from DOW and Scott Paint to discuss paint match issues at Fire Station #23.
- Received submittal package for Vina Del Mar Bridge repair items for review. Held pre-construction meeting with the bridge contractor.
- Xylem (representing Flygt pumps) visited MPS, twice, to review the current conditions and controls. Engineering consultant submitted a proposal to redesign the south wetwell utilizing Flygt pumps. Design has been approved and is proceeding.
- As-built drawings and reimbursement request was submitted to FDOT for the landscape grant program for landscaping on Gulf Blvd/BPR/75th Ave. FDOT returned the request with comments for resubmittal.
- Reimbursement request was revised for the SR 699 Beautification Grant under the Big C (Pinellas County). Payment was received.
- Attended the Reverse Trade Show sponsored by City of St. Petersburg.
- Pump Station #2 has kicked into full speed. Preliminary engineering report has been issued and reviewed. Design is proceeding.
- Met with Finance Director to discuss FEMA reimbursements for TS Debby.
- Completed a walk-through of the FDOT landscape project to identify any areas needing attention by the contractor. As per the contract, any dead plant material shall be replaced. Morelli Landscaping returned to the city this to replace dead plants along 75th Ave as per the contract agreement for maintenance of new plantings on Gulf Blvd, BPR, and 75th Ave.
- Completed pricing options for the Bella Vista #2 (Bill Curotto Park) playground replacement. Equipment purchase has been approved and equipment ordered.
- Received and reviewed the stormwater drainage analysis for the Blind Pass Road Improvement Project. Attended Blind Pass Road engineering meetings.
- Completed priority list of paving projects and cost estimates.
- Troubleshooting thermostat networking issues and programming thermostats for building events.
- Met with a gym floor manufacturer for gym floor replacement.
- Reviewed site plans for Community Development Department
- Completed Reclaimed Water Booster station Generator repairs.
- Pre-Bid for Shingled Roofs RFP was held.

CITY COMMISSION AGENDA ITEMS

- Ratify the City Manager decision to pay Mader Electric Motors $20,221.96 to make emergency pump repairs at the wastewater Master Pump Station.
- 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.
- 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.
- 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.
- 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.
- Public Services Department FY 2013 2nd Quarter Report.

- 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.
- 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.
- National Public Works Week Proclamation.
- Ratify the City Manager's decision to enter into a purchase agreement in the amount of $18,751.20 per year for Bermuda turf care services with Athletic Turf Care Solutions.
- Resolution 2013-07 declaring certain property as surplus.
- Ratify the City Manager's decision to enter into a purchase agreement in the amount of $149,188 per year for citywide landscape maintenance services with Fieldstone Landscape Services.
- Authorize the City Manager to enter into a purchase agreement with Alan Jay Automotive Network in the amount of $39,566 for the purchase of a utility crane truck.
- Authorize the City Manager to pay $43,509.55 to Rowland, Inc., for additional asphalt and restoration work needed for the Wastewater Force Main #2 Replacement project.
- Authorize the City Manager to expend $28,550 to replace playground equipment and surface area at Bill Curotto (Belle Vista #2) Park.
- Authorize the City Manager to accept a proposal from Kimley-Horn and Associates in the amount of $78,400 to provide general engineering services for the replacement of two pumps at the Master Pump Station.
- Ordinance 2013-15, First Reading and Public Hearing, excluding pets from all baseball and softball fields.
- Presentation by the City's engineering firm, Michael Baker Jr., Inc., regarding the status of design engineering for the Blind Pass Road Reconstruction Project.
- Authorize City Manager to hang Taste of the Beaches banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for Tampa Bay Beaches Chamber of Commerce.

The following is a summary of Fire Department activities for the 3rd 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 rescue 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. Apparatus Committee is working on the replacement vehicle for engine 23.
13. This quarter crews responded to:
    1. EMS 491
    2. Fire Alarms 51
    3. Structure Fires 29
    4. Auto Accidents 29
    5. Water Rescue 9
    6. Other Calls 88
    7. Total 697

Recreation Quarterly Report - 3rd Quarter
April - June 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 50 participants that come from Pasadena Fundamental and Azalea Elementary Schools. (we do have a few that drop off from other schools)
- Pinellas County Licensing did their inspection on the after school program in May and we were 100% compliant with no infractions. We also were approved to take 100 children in the program for the 2013-14 school year.
- Summer Camp has 81 full summer registrations. That is 30 more than last year. Of the 81, 65% are residents (58) and 35% are non-residents (28).
- Revenue from the full summer registrations is $54,200
- To date, there are 49 children registered week by week.
- We have 10 children on some sort of camp scholarship
- There is an additional 95 children registered for ½ day specialty camps to date
- 98 youth participated in the Magic Basketball program that run April – July 2013
- Monday Night Softball this quarter had 6 teams
- Co-Ed Wednesday Night Softball this quarter had 6 teams
- 45 and older basketball programs had 8 teams each this quarter
- The Fitness Center is seeing an average of 35 users each weekday.
- Sold 55 resident monthly fitness passes and 18 non-resident monthly fitness passes for a total of $838 revenue from fitness monthly passes this quarter.
- Daily fitness user revenue was $670 for this quarter
- The Fitness Center revenue increase 25% since the completion of the renovation and move of equipment.
- The SilverSneaker program has 138 enrolled members that averaged 325 visits a month to the center brining in, on average, $870 in revenue a month this quarter.
- Took 2 Senior Excursion trips in April (Hard Rock Casino & St Armands Circle). Both were full at 25 seniors.
- Final Friday youth night was held the last Friday of May with 22 youth participating
- 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 at the end of the 3rd quarter was $128,133. That has more than a 41% increase from last year which was $76,190.

Pool

- Splash N Dash was held June 2 with 15 participants
- 27 Private Rentals

- 25 Umbrella Rentals
- 86 Memberships have been sold
- 213 children in swim lesson from April –June
- Held Two Dive In Movies:
- June 14 Shark Tales 130 Attendance
- June 28 Sponge Bob Square Pants the Movie 163 Attendance
- Kiwanis Club partnered with the St Pete Beach Pool to offer Free Swim Lessons for Three Weeks form May 6-May 23   30 participants
- Hosted several Schools for their end of the Year party: Pasadena, Adrenal School, Our Savior Lutheran Church,
- Offered Camp Lesson to St Pete Beach Camp and Gulfport Camp:
- Gulfport Swim Lesson June 2-July 8th with 20 participants
- Taught Three Life guarding Classes through April and May: 30 participants
- Taught 46 Private Lessons
- Hosted a Family Fun Day on June 30 90 patrons came to the pool that day
- Several Camps come to the pool weekly: City of Gulfport, City of Treasure Island, City of Madeira Beach, North side Christian, Performing Arts School, Calvary Christian School, McManus School, Afternoon Adventure preschool, St Pete Beach Camp, St Pete Beach Basketball Camp
- Offered Scuba lesson and Scuba Camp
- Swim Team and Pool Team have increased their attendance this summer with 25 swimmers signed up for Summer Pool Team
- Add a High School developmental team that began in November and has about 15 swimmers on the team
- Master Program meets on Monday/Wednesday/Friday mornings with about 10 participants
- Water Aerobics Classes meets on Tuesday/Wednesday/Thursday with steady class participants averaging 25
- Water Zumba Class meets on Saturday and added a Wednesday night class with a steady class participants of 20

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 businesess 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: 23 weddings
  2 Rehearsal Dinners
  1 Anniversary Party
  1 Birthday Party
  3 socials
  30 meetings
- Park Rentals: 42
  9 @ Horan Park, 8 @ McKenney Park, 2 @ Vina Del Mar, 23 @ Hurley Park
- Warren Webster: 7 (above the regular scheduled meetings and civic group meetings)

Permitting

- 2 Vehicle on the beach permits were issued this quarter
- 26 special event permits were issued for events happening this quarter

Staff

- Suzanne, Jay, Mandy, Ty, Jordan and Luke all attended FRPA Central Region Training on May 2 in Largo
- Mandy completed the Child Development Associate (CDA) certification from PTEC. This is needed for our licensed after school program.
- Mandy completed and received her Director' Credential need to be listed as director of an after school site.
- Suzanne went to a Free Aquatic Seminar in Naples in April on Aquatic Management and Maintenances

TO: Mike Bonfield, City Manager

FROM: Rebecca C. Haynes, City Clerk

RE: Quarterly Report (April, May, June 2013)

DATE: July 12, 2013

- ✓ Attended and recorded the following meetings, prepared minutes and downloaded meetings to DVD's and CD's
  - City Commission (7 regular/shade/special meetings)
  - Board of Adjustment (3)
  - Code Enforcement (3)
  - Historic Preservation Board (2)
  - Library Advisory Committee (1)
  - Pension Boards (5)
  - Planning Board (3)
  - Recreation Advisory Committee (1)
- ✓ Attended the following meetings with City Manager and/or City Staff
  - Bi-weekly meetings (4)
  - Bid Opening (2)
  - City Clerk staff meetings (3)
  - Pre- and Post-Agenda meetings (11)
  - Your Turn meetings (1)
  - Budget review meetings (2)
- ✓ Attended 2013 Annual FRMA Conference
- ✓ Attended Florida Association of City Clerks Academy
- ✓ Worked with City Attorney's Office to sponsor a Sunshine Laws and Public Records training session
- ✓ Worked with Mayor and City Manager to sponsor informational assembly for Seminole Mayor Leslie Waters government class
- ✓ Worked with Supervisor of Elections Office to file Statement of Financial Interest forms
- ✓ Hosted Records Management consultant for two-day e-file/e-mail training/synopsis
- ✓ Sponsored the Big C monthly breakfast meeting at the Community Center
- ✓ Attended FACC Transparency Webinar
- ✓ Attended Mayor's Annual Luncheon with City Staff and Intern Students
- ✓ Attended Pinellas County Municipal Clerks Association meetings (3)
- ✓ Attended Laserfiche webinar
- ✓ Volunteered at Pinellas County Veterans' Celebration in Pass-a-Grille and Lights on Eighth Avenue
- ✓ Serve as Notary Public

- ✓ Published agendas, meetings, minutes, ordinances, resolutions through Granicus
- ✓ Researched and provided public records requests, processed legal ads for ordinances/bid openings/meetings
- ✓ Assisted with parking permit telephone calls and walk-in customer service
- ✓ Updated public access Channel 615
- ✓ Updated/distributed/posted calendar and notices
- ✓ Accepted, opened and recorded Requests for Proposals and Bids
- ✓ Approved/processed invoices for payment; approved/processed payroll
- ✓ Assisted/greeted public, notarized documents and processed all mail