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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, August 27, 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. **None for this Agenda**
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Approval of the August 13, 2013 City Commission regular meeting minutes.**
 - b. **Authorize the City Manager to enter into a one year agreement for Fiscal Year 2012-2013 with PSTA for trolley and DART services.**

- c. **Authorize the Mayor and City Manager to execute the one year extension of the ALS First Responder Agreement.**
- d. **Authorize the City Manager to execute an Interlocal Agreement with Pinellas Public Library Cooperative for coordination of county wide library services.**
- e. **Authorize the City Manager to enter into a professional services agreement with Michael Baker, Jr., for \$16,665 for Survey and Subsurface Utility Investigation in connection with the Blind Pass Rd. project.**
- f. **Authorize the City Manager to accept a rate increase for solid waste services provided by WSI, as per the terms of their contract, of 2.5% starting October 1, 2013 through September 30th, 2014.**
- g. **Authorization to hang banners over 75th Avenue at Boca Ciega Drive and over Pinellas Bayway at Granada Avenue for Corey Area Business Association 2014 events.**
- h. **Authorization to hang banners over 75th Avenue at Boca Ciega Drive and over Pinellas Bayway at Granada Avenue for the October Concert Series held each Friday in October 2013.**

5. Action Items

- a. **Authorize the City Manager to accept a proposal from Tindale-Oliver and Associates, Inc. in the amount of \$36,638.52 to provide economic development services including an update and implementation of the St. Pete Beach Community Reinvestment Area (CRA) Plan.**
- b. **Authorize the City Manager to enter into a Right-of-Way Agreement with Jackie's Bistro and Catering and permitting the use of City Right-of-Way, including three (3) Corey Avenue parking spaces, for the placement of an outdoor seating area to include tables, chairs, shading, and landscaping.**

6. Ordinances

- a. **Ordinance 2013-17, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach providing for the operation of golf carts upon designated streets.**

7. Resolutions - None for this Agenda

8. Items for Discussion - None for this Agenda

9. City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

CITY COMMISSION MEETING

MINUTES

August 13, 2013

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

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

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Rebecca C. Haynes, City Clerk
Elaine Edmunds, Administrative Services Director
Jennifer McMahon, Recreation Director
George Kinney, Community Development Director

1. Changes to the Agenda

Commissioner Shavlan requested to add a discussion on flood insurance.

2. Presentations

a. North Beach Beautification Awards – Vice Mayor Huhn

Vice Mayor Huhn listed the members of her advisory group who meet on a regular basis and assist Ms. Huhn with enhancing the beauty of District One. She then presented beautification awards to Angela and Mark Cox for residential improvement and to Ruthie and Paul Buxbaum, owners of Chill & Steam, for business improvement.

3. Audience Comments

John Michael, Bay Street, spoke in opposition to the fire inspection fee for his business.

Rosemary Manning, 1st Avenue, stated that the public access station and the City's website need updating. Ms. Manning spoke about finalizing Gulf Boulevard improvements, the bus shelter installation across from 55th Avenue and the millage rate set by the Commission with no prior public input.

Rick Falkenstein, 3 Palms Point, discussed the patchwork on roads completed by Pinellas County.

Bill Pyle, Sunset Way, spoke about beach re-nourishment and the T-groins at Upham Beach and asked if public input will be allowed for a resolution on the agenda.

Sherry Travis, Bay Street, also spoke in opposition to the fire inspection fee for her business.

4. Consent

a. Approval of the July 17, 2013 City Commission Budget Workshop minutes and the July 23, 2013 City Commission regular meeting minutes.

b. Authorization for the City Manager to enter into an Interlocal Agreement with the Pinellas County Sheriff's Office to provide law enforcement services to the City of St. Pete Beach from October 1, 2013 through September 30, 2014 in the amount of \$2,077,477.07.

c. Authorization to waive sealed bid requirements and for the City Manager to enter into an agreement to lease (2) 2013 25-passenger buses from Midwest Transit for 60 months at \$1,358.00 per month for both vehicles.

City Manager Bonfield requested a change be made on Page 5 of the July 23, 2013 minutes regarding the millage rate. He recommended approval of the Consent Items as amended.

Commissioner Shavlan moved to approve the Consent Agenda, Items (1), (2) and (3) as amended. The motion was seconded by Commissioner Parent and unanimously approved by an individual roll call vote.

5. Action Items

a. Conditional Use 2013-0029. Request to utilize the historic Zephaniah Phillips house, located at 101 8th Avenue, for two-family residential use pursuant to Section 40.4 of the Land Development Code.

City Attorney Davis noted that Item 5(a) is a quasi-judicial action and that the Commission can rely only on the information they receive during the hearing.

Mayor McFarlin asked Commissioners if they had any interaction with the applicant and/or agent or if anyone has knowledge of the conditional use request. Commissioner Pletcher noted that she has spoken to Mr. & Mrs. Hollenbach and to Ralph Lickton who serves as their agent.

Mayor McFarlin asked audience members if anyone wished to be considered an affected party. Mr. Ralph Lickton, agent for the Hollenbachs, responded affirmatively.

Mr. Kinney noted the property is located between Bamboozle and Seahorse Restaurant on 8th Avenue with the re-located Zephaniah Phillips house located upon it. He listed the three additional conditions contained in the staff report.

Mayor McFarlin called for Commission comments. There were none.

Vice Mayor Huhn moved to approve Item 5(a), Conditional Use 2013-0029, subject to the conditions noted in the City staff report. The motion was seconded by Commissioner Pletcher.

Mayor McFarlin called for public comments. There were none.

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

b. Special Event Request for "The Hot Summer Night Run" on September 19, 2013.

Mr. Bonfield explained the run will take place from 7:00 p.m. to 9:00 p.m. on Pass-a-Grille Way and Gulf Way between 16th Avenue and 1st Avenue. The organizers are requesting to close both roads.

Chris Lauber, Race Director, noted the City is listed as a co-insured. Mr. Lauber noted the race time was set to view both the sunset over the Gulf and the moon rising over Boca Ciega Bay. No parking has been arranged for this first-time event.

Commissioner Pletcher moved to approve Item 5(b), authorize the approval of The Hot Summer Night Run event application and street closures for September 19, 2013. The motion was seconded by Commissioner Shavlan and unanimously approved by an individual roll call vote.

6. Ordinances

a. Ordinance 2013-13, Final Reading and Public Hearing, readopting the City of St. Pete Beach's Comprehensive Plan text and map amendments to the Future Land Use and Housing Elements; establishing within the City of St. Pete Beach comprehensive Plan its Community Redevelopment District, including two major redevelopment areas and eleven designated character districts within the Community

Redevelopment District as adopted and revised by Ordinances 2010-13, 2010-15, 2011-19 and 2012-21.

City Manager Bonfield explained the re-adoption of the comprehensive plan amendments, which encompasses the Community Redevelopment District, Gulf Boulevard area and the Corey Avenue area, was approved at the transmittal stage and we have not received any letters of objection.

Commissioner Parent moved to approve Item 6(a), Ordinance 2013-13, An ordinance of the City Commission of the City of St. Pete Beach, readopting the City of St. Pete Beach's comprehensive plan text and map amendments to the Future Land Use and Housing Elements; establishing within the City of St. Pete Beach's comprehensive plan its Community Redevelopment District, including two major redevelopment areas and eleven designated character districts within the Community Redevelopment District as adopted and revised by Ordinances 2010-13, 2010-15, 2011-19 and 2012-21; providing for findings; providing for severability; providing an effective date. The motion was seconded by Vice Mayor Huhn.

Mayor McFarlin called for audience comments.

John Michael, Bay Street, spoke against 'mega motels.'

Jim Anderson, 41st Avenue, read comments into the record in opposition to the Comprehensive Plan.

Bill Pyle, Sunset Way, representing Silver Sands Condominium Association, read comments into the record in opposition to the Comprehensive Plan and out-of-town developers.

Rosemary Manning, 1st Avenue, spoke in support of the re-adoption and improving the City of St. Pete Beach.

Deborah Nicklaus, Sirata Beach Resort, Gulf Boulevard, noted that the Sirata is a fourth-generation, family-owned resort and urged the Commission to adopt the plan and move forward.

Mike Lehman, 80th Avenue, spoke in support of the Comprehensive Plan and in establishing the community redevelopment area.

Deborah Martohue, Blind Pass Road, stated it was time to bring some finality to the comp plan issue and advocated for its re-adoption.

There being no additional audience comments, Mayor McFarlin called for the vote.

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

City Manager Bonfield, in response to audience comments, clarified that there is no allowance in the Comprehensive Plan to build a boardwalk behind properties along Gulf Boulevard (particularly Silver Sands Condominiums), there is no allowance to build further out onto the beach than currently allowed and there is no provision that allows properties to be declared as blight. There is an allowance for additional building height that is contained in the Land Development Code and the Comprehensive Plan.

b. Ordinance 2013-18, Final 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; providing for an effective date.

City Manager Bonfield explained the proposed ordinance allows for changes made to the Capital Improvements Plan with adjustments in both revenues and expenditures.

Commissioner Parent moved to approve Item 6(b), 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. The motion was seconded by Vice Mayor Huhn.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

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

7. Resolutions

a. Resolution 2013-10, adopting changes to the City of St. Pete Beach Personnel Rules and Regulations Manual and providing for an effective date.

City Manager noted the changes to the workers' compensation policy and the consolidation of annual leave time into "Paid Time Off" (PTO). Currently, the unions have rejected the modifications.

Vice Mayor Huhn moved to approve Item 7(a), Resolution 2013-10, a resolution of the City Commission of the City of St. Pete Beach, Florida, adopting changes to the City of St. Pete Beach Personnel Rules and Regulations Manual and providing for an effective date. The motion was seconded by Commissioner Parent and unanimously approved by an individual roll call vote.

b. Resolution 2013-13, amending and restating Resolution 2009-12 which governs actions and deliberations during City Commission meetings in order to maintain decorum (previously heard on June 25, 2013 as Resolution 2013-08).

Mr. Bonfield stated the decorum resolution was originally heard and approved at the June 25, 2013 meeting but was given a duplicate number.

Commissioner Pletcher moved to approve Item 7(b), Resolution 2013-13, a resolution of the City Commission of the City of St. Pete Beach, Florida amending and restating Resolution 2009-12 which governs actions and deliberations during City Commission meetings in order to maintain decorum; and providing for an effective date. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Bill Pyle, Sunset Way, spoke in opposition to the resolution.

Deborah Schechner, Boca Ciega Isle Drive, spoke in opposition to the resolution and requested parameters to determine when a person speaking is out of order.

John Michael, Bay Street, requested clarification on the intent of the resolution.

Mayor McFarlin stated that the resolution is intended to provide a safeguard for an open exchange of ideas and respectful comments.

Mayor McFarlin called for the vote.

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

8. Items for Discussion

a. Design Guidelines, Pass-a-Grille – Commissioner Pletcher

Commissioners were in agreement to allow staff to return with ideas on how to “incentivize retention of existing structures, or if this is not feasible, to allow for a more compatible redevelopment with regard to mass and scale”.

b. Renaming Community Center – Mayor McFarlin

Commissioners were in agreement to rename the Boca Ciega Room to “Morean Waterside Room” at the Community Center. Staff will return to the Commission with ideas on signage.

c. Corey Avenue Area Project – Next Steps – City Manager

Mr. Bonfield updated the Corey Avenue Area Project noting that the Tampa Bay Regional Planning Council completed their exercise of receiving public comments during the workshops. They are focusing on two areas in particular: (1) a proposal to finalize the Community Redevelopment Area plan with tax increment financing and (2)

finalizing an agreement to get East and West Corey Avenue development ready. This process incorporates review of the couplet; the streetscape including lighting, signage, landscape, crosswalks, furniture, etc.; and review of public facilities including the library, city hall, the marina, the police station and the boardwalk.

d. Review of Flood Insurance Costs

Commissioner Shavlan reported that Florida flood insurance rates will increase astronomically as of October 1, 2013.

Commissioner Parent noted that he will discuss the flood insurance rates at the Florida League of Cities conference.

Jake Holehouse, Holehouse Insurance, provided a detailed explanation on current and expected rates.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported on the agenda items for the August 27, 2013 City Commission meeting.

City Attorney Davis updated the Commissioners on the Chmielewski lawsuit.

Commissioner Pletcher thanked the Commissioners for the discussion on design guidelines for Pass-a-Grille and discussed the Volkswagen Car Show and The Hot Summer Night Run event.

Commissioner Shavlan noted all is quiet in District Three.

Commissioner Parent reported that he will attend the annual Florida League of Cities conference in Orlando. Mr. Parent warned the audience of a fraud being run by someone posing as a YMCA employee going door to door collecting money for the organization.

Vice Mayor Huhn noted that CABA is sponsoring a car & truck show on September 14 on Corey Avenue and that Verducci's will soon open their new deli on Blind Pass Road.

Mayor McFarlin said that this was an interesting and productive meeting.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:30 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 one year agreement for Fiscal Year 2012-2013 with PSTA for trolley and DART services.

Date: August 27, 2013

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

Summary of Issue: This agreement is for a one year contract renewal with PSTA to provide the City with Trolley and DART services. We continue to partner with the City of Treasure Island for these services. The cost for these services has increased 3% which is in accordance with the agreement.

Requested Motion: "I move to authorize the City Manager to sign a one year agreement with PSTA for Trolley Services."

Attachments: PSTA agreement

AGREEMENT

THIS AGREEMENT made and entered into this ____ of _____ 2013, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida (hereinafter referred to as "PSTA"), the CITY OF ST. PETE BEACH (SPB) and the CITY OF TREASURE ISLAND (TI), both of the latter being incorporated municipalities located in Pinellas County, Florida (hereinafter collectively referred to as "CITIES").

WHEREAS, it is the CITIES' plan to provide trolley bus service to promote and improve public transportation for the benefit of residents, visitors, and employees in said CITIES; and

WHEREAS, PSTA has offered to continue providing such service to the CITIES; and

WHEREAS, by this Agreement the parties desire to agree upon the terms and conditions for providing this transportation service.

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

DEFINITIONS

Passenger who boards the trolley means any person boarding a trolley within the city of SPB or TI, whether the passenger pays a fare at the time of boarding or not, except children under the age of five (5) years.

1. **Service, Schedule, Routes, and Equipment.** PSTA will provide trolley bus service to the CITIES in accordance with the schedules and routes as show in Exhibit 1, which is the service provided by the Suncoast Beach Trolley and the Central Avenue Trolley (the "Fixed Route Services"). PSTA shall provide the Fixed Route Services only with a trolley bus. A different vehicle may be substituted (Substituted Vehicle) for a trolley bus, if suitable for public transportation, only because of a mechanical breakdown of a trolley bus and only when there is no backup trolley bus available for service of the route and schedule. In the event the conditions for vehicle substitution occur, in no event shall the Substituted Vehicle remain in service for more than five (5) consecutive days without prior notification to the CITIES. PSTA

shall have the authority to utilize a subcontractor to provide all or part of the service, and in that instance, PSTA shall have the sole and exclusive authority to select the subcontractor. The trolley buses utilized for this system shall be maintained in a clean and operable fashion.

2. **CITIES' Cost of PSTA Trolley Service.** The CITIES shall pay PSTA annual amounts as set forth in **Exhibit 2** and allocated between the CITIES in the following manner:
 - a. **Fixed Route** - For the portion of the cost related to Fixed Route Services provided to the CITIES, the CITY OF ST. PETE BEACH shall pay two-thirds (2/3rds) of the total cost and the CITY OF TREASURE ISLAND shall pay one-third (1/3rd) of the total cost.
 - b. **DART Paratransit** – For the portion of the cost related to DART paratransit services, the apportionment shall be based on the actual allocation of contracted DART expenses within each of the CITIES during the first three quarters of the previous fiscal year. (October through June). PSTA will provide the CITIES an accounting of this DART cost allocation by July 30th each year to establish the apportionment of DART costs as shown in **Exhibit 2**.
3. **Billing and Payments.** PSTA shall invoice the CITIES separately on the 1st day of each month, for the current month, for their respective funding contributions as shown in **Exhibit 2**. Payment shall be made to PSTA immediately upon receipt of an invoice, but in no case more than thirty (30) days from the date of the invoice.
4. **Compliance With Law.** PSTA, while in the performance of its duties under this Agreement, shall comply with all federal, state, and local laws applicable to service provided under this Agreement.
5. **Amendments to Exhibits.** The schedules and routes illustrated on Exhibit 1 are the approved schedules and routes under this Agreement. Any change to the schedules or routes of Exhibit 1, as they affect the CITIES, shall require the written consent of the parties and shall become an addendum to this Agreement.
6. **PSTA Regulations.** All applicable regulations, rules, and laws governing the riders of PSTA's service, including but not limited to PSTA's rules regarding the use of transfers or passes,

shall be complied with by all riders of the trolley service and shall and may be enforced by PSTA in its sole discretion.

7. **Uniform Fare Structure.** The fare structure for the trolley service to be provided under this Agreement shall be the same as the fare structure established by PSTA for the other portion of the beach trolley service. PSTA's fare structure in existence as of the start of this Agreement is shown in Exhibit 2 and is subject to revision as deemed appropriate by PSTA, at PSTA's sole discretion.
8. **Effective Date.** The effective date of this Agreement shall be October 1, 2013 and shall continue for a period of one (1) year.
9. **Termination Without Cause.** This Agreement may be terminated earlier by the parties without cause by providing the other parties with six (6) months prior written notice of termination.
10. **Hold Harmless.** The parties agree, to the extent allowed by law, to hold the other harmless for the negligent acts or omissions of their employees and officer, and for any violations of federal or state law or regulation, including but not limited to 42 U.S.C., §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans With Disabilities Act, and Chapter 760, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the CITIES or PSTA may be entitled to under the doctrine of sovereign immunity or §768.28, Florida Statutes. The obligations contained in this paragraph shall survive termination of this Agreement. The obligation of the CITIES and PSTA to indemnify, defend, and hold harmless the others under this Agreement is limited to the same extent that the CITIES or PSTA would otherwise be obligated directly to third persons under existing law or to the extent provided under §768.28, Florida Statutes.
11. **Notices.** All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when sent by Telex, telegram, or facsimile, or when mailed, registered or certified first class, postage pre-paid, to the persons and addresses set forth below:

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

Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

City Manager
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Alan S. Zimmet, PSTA General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Any of the parties may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. **Entire Agreement.** This Agreement, together with the Exhibits hereto, supersedes any and all prior negotiations, oral agreements, and representations made relating to the subject matter of this Agreement and, except for any written agreement, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire Agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties. No waiver of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall not be deemed nor construed as a further or continuing waiver of any condition or breach or a waiver of any condition or breach or a waiver of any condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.
13. **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of the parties. This Agreement may not be assigned by a party without the written consent of the other parties.
14. **Third Party Rights.** This Agreement shall create no rights or claims whatsoever in any person other than parties to the Agreement.
15. **Severance.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Executed this ____ day of _____, 2013

Pinellas Suncoast Transit Authority

Attest

Brad Miller, Chief Executive Officer

Approved as to Form:

Sangita Land, Chief Compliance Officer

Executed this ____ day of _____, 2013

City of Treasure Island

Attest

Robert Minning, Mayor

City Clerk

Approved as to Form:

City Attorney

Executed this ____ day of _____, 2013

City of St. Pete Beach

Attest

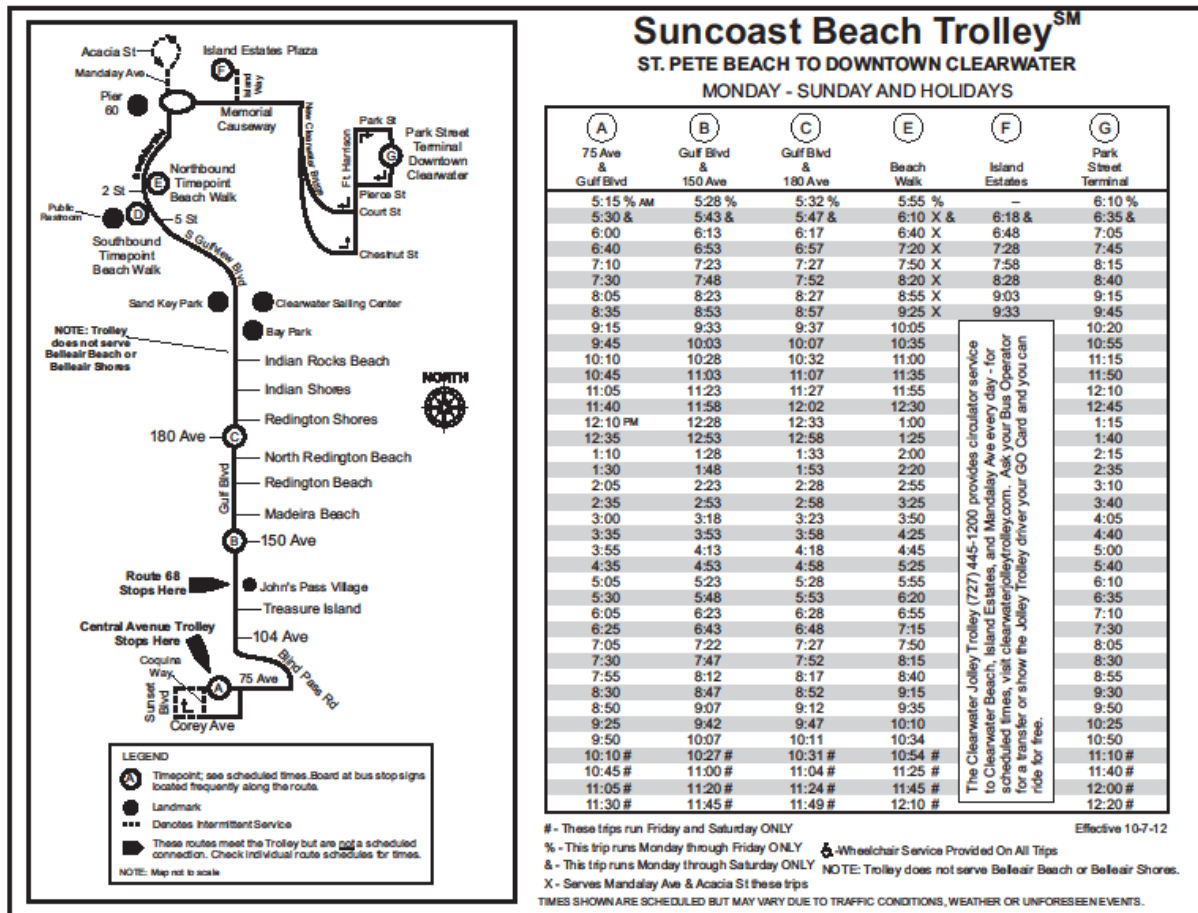
Michael Bonfield, City Manager

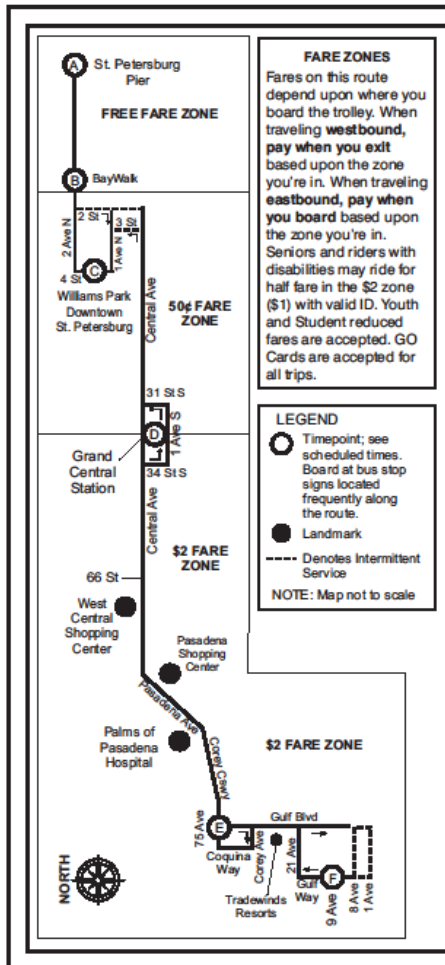
City Clerk

Approved as to Form:

City Attorney

EXHIBIT 1





Central Avenue Trolley

ST. PETERSBURG PIER
TO ST. PETE BEACH/PASS-A-GRIFFE

ST. PETE BEACH/PASS-A-GRIFFE TO
ST. PETERSBURG PIER

MONDAY - THURSDAY

(A)	(B)	(C)	(C)	(D)	(E)	(F)	(F)	(E)	(D)	(C)	(B)	(A)
Depart The Pier	BayWalk	Arrive Williams Park	Depart Williams Park	Grand Central Station	75 Ave & Gulf Blvd	9 Ave & Gulf Way	9 Ave & Gulf Way	75 Ave & Gulf Blvd	Grand Central Station	Williams Park	BayWalk	Arrive The Pier
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---	---	---	---	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	10:55	10:56
---	---	---	---	9:25	9:40	10:00	10:15	10:25	10:45	11:10	11:25	11:30
---	---	---	---	9:55	10:10	10:30X	10:45	11:00	11:15	11:40	11:55	11:56
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10:05am	10:08	10:20	10:25	10:40	11:00	11:15	---	11:25	11:45	12:10	12:25	12:30
---	---	---	---	---	---	---	---	---	---	12:40	12:41	12:45
10:30	10:33	10:45	10:55	11:10	11:30X	11:45	---	11:55	12:15	12:40	12:55	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:20	---	12:30	12:50	1:15	1:30	1:31
11:30	11:33	11:45	11:55	12:10	12:30	12:50	---	1:00	1:20	1:45	2:00	2:01
11:45	11:48	12:05	12:15	12:30	12:50	1:10	---	1:20	1:40	2:05	2:20	---
12:00pm	12:03	12:15	12:25	12:40	1:00	1:20	---	1:30	1:50	2:15	2:30	2:31
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	---	1:50	2:10	2:35	2:50	---
12:30	12:33	12:45	12:55	1:10	1:30	1:50	---	2:00	2:20	2:45	3:00	3:01
12:45	12:48	1:00	1:10	1:25	1:45	2:05	---	2:15	2:35	3:00	3:15	3:16
1:00	1:03	1:15	1:25	1:40	2:00X	2:20	---	2:30	2:50	3:15	3:30	3:31
---	---	---	---	---	---	---	---	---	---	3:45	3:46	3:50
1:35	1:38	1:50	2:00	2:15	2:35	2:55	---	3:05	3:25	3:50	4:05	4:10
---	---	---	---	---	---	---	---	---	---	4:20	4:21	4:25
2:05	2:08	2:20	2:30	2:45	3:05X	3:25	---	3:35	3:55	4:20	4:35	4:40
2:35	2:38	2:50	3:00	3:15	3:35	3:55	---	4:00	4:20	4:45	5:00	5:01
3:05	3:08	3:20	3:25	3:40	4:00X	4:20	---	4:25	4:45	5:10	5:30	---
3:20	3:23	3:35	3:45	4:00	4:20	4:40	---	4:50	5:10	5:35	5:50	---
3:35	3:38	3:50	4:00	4:15	4:35	4:55	---	5:05	5:20	5:45	6:00	---
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	---	5:20	5:40	6:05	6:20	---
4:10	4:13	4:25	4:35	4:50	5:10	5:30	---	5:40	6:00	6:25	6:40	---
4:25	4:28	4:40	4:50	5:05	5:25	5:45	---	5:55	6:10	6:35	6:50	---
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	---	6:10	6:30	6:55	7:15	---
5:05	5:08	5:20	5:30	5:45	6:05	6:25	---	6:35	6:55	7:20	7:35	---
---	---	---	---	---	---	---	---	7:00	7:15	7:35	7:50	---
---	---	---	---	6:00	6:10	6:25	6:45	7:05	7:15	7:35	8:00	8:15
---	---	---	---	6:20	6:30	6:45	6:55	7:05	7:15	7:35	8:00	8:15
---	---	---	---	7:15	7:25	7:40	8:00	8:15	8:25	8:45	9:05	9:20
---	---	---	---	7:35	7:45	8:00	8:20	8:40	8:50	9:10	9:30	9:45
---	---	---	---	7:50	8:05	8:20	8:40	9:00	9:05	9:25	9:45	10:00
---	---	---	---	8:35	8:45	9:00	9:20	9:40	9:50	10:10	10:30	10:45
---	---	---	---	9:20	9:25	9:40	10:05	10:25	10:25	10:45	11:05	11:20
---	---	---	---	9:45	9:45	10:00	10:35	10:50	10:50	11:05	11:25	---
---	---	---	---	10:05	10:10	10:25	11:00	---	---	---	---	---

FRIDAY

(A)	(B)	(C)	(C)	(D)	(E)	(F)	(F)	(E)	(D)	(C)	(B)	(A)
Depart The Pier	BayWalk	Arrive Williams Park	Depart Williams Park	Grand Central Station	75 Ave & Gulf Blvd	9 Ave & Gulf Way	9 Ave & Gulf Way	75 Ave & Gulf Blvd	Grand Central Station	Williams Park	BayWalk	Arrive The Pier
---	---	---	---	6:10	6:30	6:45	---	6:30	6:55	7:10	---	---
---	---	---	---	6:20	6:35	7:00	7:15	7:15	7:30	7:55	8:10	---
---	---	---	---	6:35	6:50	7:10	7:25	7:30	7:50	8:15	8:30	---
---	---	---	---	6:50	7:05	7:25	7:40	7:45	8:05	8:30	8:45	---
---	---	---	---	7:05	7:20	7:40X	7:55	8:00	8:20	8:45	9:00	---
---	---	---	---	7:20	7:35	7:55	8:10	8:15	8:35	9:00	9:15	---
---	---	---	---	7:35	7:50	8:10	8:25	8:30	8:50	9:15	9:30	---
---	---	---	---	8:00	8:15	8:35X	8:50	9:00	9:20	9:45	10:00	10:01
---	---	---	---	8:25	8:40	9:00	9:15	9:25	9:45	10:10	10:25	10:26
---	---	---	---	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	10:55	10:56
---	---	---	---	9:25	9:40	10:00	10:15	10:25	10:45	11:10	11:25	11:30
---	---	---	---	---	---	---	---	---	---	11:40	11:41	11:45
---	---	---	---	9:55	10:10	10:30X	10:45	10:55	11:15	11:40	11:55	11:56
---	---	---	---	---	---	---	---	11:30	11:55	12:10	12:11	12:15
10:05am	10:08	10:20	10:25	10:40	11:00	11:15	---	11:25	11:45	12:10	12:25	12:30
---	---	---	---	---	---	---	---	---	---	12:40	12:41	12:45
10:30	10:33	10:45	10:55	11:10	11:30X	11:45	---	11:55	12:15	12:40	12:55	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:20	---	12:30	12:50	1:15	1:30	1:31
11:30	11:33	11:45	11:55	12:10	12:30	12:50	---	1:00	1:20	1:45	2:00	2:01
11:45	11:48	12:05	12:15	12:30	12:50	1:10	---	1:20	1:40	2:05	2:20	---
12:00pm	12:03	12:15	12:25	12:40	1:00	1:20	---	1:30	1:50	2:15	2:30	2:31
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	---	1:50	2:10	2:35	2:50	---
12:30	12:33	12:45	12:55	1:10	1:30	1:50	---	2:00	2:20	2:45	3:00	3:01
12:45	12:48	1:00	1:10	1:25	1:45	2:05	---	2:15	2:35	3:00	3:15	3:16
1:00	1:03	1:15	1:25	1:40	2:00X	2:20	---	2:30	2:50	3:15	3:30	3:31
---	---	---	---	---	---	---	---	---	---	3:45	3:46	3:50
1:35	1:38	1:50	2:00	2:15	2:35	2:55	---	3:05	3:25	3:50	4:05	4:10
---	---	---	---	---	---	---	---	---	---	4:20	4:21	4:25
2:05	2:08	2:20	2:30	2:45	3:05X	3:25	---	3:35	3:55	4:20	4:35	4:40
2:35	2:38	2:50	3:00	3:15	3:35	3:55	---	4:00	4:20	4:45	5:00	5:01
3:05	3:08	3:20	3:25	3:40	4:00X	4:20	---	4:25	4:45	5:10	5:30	5:31
3:20	3:23	3:35	3:45	4:00	4:20	4:40	---	4:50	5:10	5:35	5:50	---
3:35	3:38	3:50	4:00	4:15	4:35	4:55	---	5:05	5:20	5:45	6:00	6:01
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	---	5:20	5:40	6:05	6:20	---
4:10	4:13	4:25	4:35	4:50	5:10	5:30	---	5:40	6:00	6:25	6:40	---
4:25	4:28	4:40	4:50	5:05	5:25	5:45	---	5:55	6:10	6:35	6:50	6:51
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	---	6:10	6:30	6:55	7:15	7:16
5:05	5:08	5:20	5:30	5:45	6:05	6:25	---	6:35	6:55	7:20	7:35	---
5:35	5:38	5:50	6:00	6:15	6:35	6:55	---	7:00	7:15	7:35	7:50	7:51
---	---	---	---	---	---	---	---	7:00	7:15	7:35	7:50	7:51
6:05	6:08	6:20	6:30	6:45	7:05	7:25	---	7:35	7:55	8:20	8:35	8:40
6:55	6:58	7:10	7:20	7:35	7:55	8:15	---	8:25	8:45	9:05	9:20	9:21
7:20	7:23	7:35	7:45	8:00	8:20	8:40	---	8:50	9:10	9:30	9:45	9:46
7:55	7:58	8:10	8:15	8:30	8:50	9:10	---	9:10	9:25	9:45	10:05	10:10
8:20	8:23	8:35	8:45	9:00	9:20	9:40	---	9:50	10:10	10:30	10:45	10:50
8:40	8:43	8:55	9:05	9:20	9:40	10:00	---	10:10	10:30	10:50	11:05	11:10
9:25	9:28	9:40	9:45	10:00	10:25	10:45	---	10:45	11:05	11:25	11:40	---
9:50	9:53	10:05	10:10	10:25	10:45	11:00	---	11:00	11:15	11:35	---	---
10:10	10:13	10:25	10:30	10:45	11:05	11:20	---	11:20	11:35	11:55	---	---
10:50	10:53	11:05	11:10	11:25	---	---	---	---	---	---	---	---
11:10	11:13	11:25	11:25	11:40	---	---	---	---	---	---	---	---

♿ Wheelchair Service Provided On All Trips

Effective 6-3-12

X - These trips serve 1 Ave

TIMES SHOWN ARE SCHEDULED BUT MAY VARY DUE TO TRAFFIC CONDITIONS, WEATHER OR UNFORESEEN EVENTS.

EXHIBIT 2

FY2013 COST OF TRANSIT SERVICES & CITY ALLOCATION OCTOBER 1, 2012 – SEPTEMBER 30, 2013

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$199,733	67%	\$399,466	\$599,199
DART Paratransit	60%	\$17,461	40%	\$11,640	\$29,101
TOTAL		\$217,194		\$411,106	\$628,300

FY2014 COST OF TRANSIT SERVICES & CITY ALLOCATION OCTOBER 1, 2013 – SEPTEMBER 30, 2014

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$205,725	67%	\$411,450	\$617,175
DART Paratransit	63%	\$7,705	37%	\$4,525	\$12,230
TOTAL		\$213,430		\$415,975	\$629,405

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

Issue Considered: Move to authorize the Mayor and City Manager execute the one year extension of the ALS First Responder Agreement.

Date: August 27, 2013

Prepared By: Daniel H. Graves, Fire Chief

Summary of Issue: This is a one year extension of the current ALS First Responder Agreement between the City and the Pinellas County Board of County Commissioners covering the period from October 1, 2013 through September 30, 2014.

Requested Motion: “Move to authorize the Mayor and City Manager execute the one year extension of the ALS First Responder Agreement”

Attachments: ALS First Responder Agreement Extension

Approved by
City Manager:

MB

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT EXTENSION**

OCTOBER 1, 2013

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

EXTENSION OF ALS FIRST RESPONDER SERVICES AGREEMENT

AGREEMENT made this 27th day of August 2013 between, the City of St. Pete Beach a Florida municipal corporation (“Contractor”) and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (“Authority”).

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services.
2. The ALS First Responder Services Agreement between the Contractor and the Authority, dated August 28th, 2012 (the “Agreement”) is set to terminate on September 30, 2013.
3. The term of the Agreement shall be extended to and including September 30, 2014.
4. Contractor and Authority agree that upon approval of this extension, except with regard to the extension of the term of the Agreement and the matters set forth in paragraph 5, all terms of the Agreement will remain in full force and effect as if the original term of the Agreement extended to September 30, 2014.
5. The Authority funded and authorized ALS First Responder Units, listed as Appendix “A”, and the Annual Compensation for FY13-14, listed as Appendix “B”, are attached hereto.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this Extension of First Responder Services Agreement to be executed on this 27th day of August, 2013.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through the Board of
County Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

[Seal]

APPROVED AS TO FORM:

Office of County Attorney

Countersigned:

Mayor

by: _____
City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

by: _____
City Clerk

Appendix A
ALS First Responder Units

Contractor	Authority Funded	Contractor Funded
Clearwater	Engine 44, Rescue 45 Rescue 46, Rescue 47 Rescue 48, Rescue 49 Engine 50, Engine 51	Engine 45, Engine 46**, Engine 47**, Engine 48 Engine 49, Squad 51 ** May operate Engine 46 when Rescue 46 is out of service for training. May operate Engine 47 when Rescue 47 is out of service for training.
Dunedin	Engine 60, Engine 61 Engine 62	None
East Lake	Engine 56, Squad 57 Engine 58	None
Gulfport	Engine 17	None
Largo	Engine 38, Engine 39 Engine 40, Engine 41 Rescue 41, Rescue 42 Engine 43	Squad 38, Squad 39 Tactical Engine 41 Truck 42
Lealman (including Tierra Verde)	Engine 18, Rescue 19 Engine 19, Engine 21	Special Rescue 21
Madeira Beach	Engine 25	None
Oldsmar	Truck 54	Rescue 54 or Engine 54
Palm Harbor	Engine 65, Engine 66 Truck 67, Engine 68	Squad 65
Pinellas Park	Rescue 33, Rescue 34 Truck 35	Engine 16, Truck 33, Engine 34, Rescue 35
Pinellas Suncoast	Engine 27	Squad 27 Truck 28
Safety Harbor	Engine 52, Truck 53	None
St. Pete Beach	Engine 22, Rescue 23	None
Seminole	Engine 29, Squad 29 Engine 30, Engine 31 Engine 32	None
South Pasadena	Rescue 20	None
Tarpon Springs	Engine 69, Engine 70	Truck 69
Treasure Island	Engine 24	None

Updated August 1, 2013

Appendix B
FY13-14 Annual Compensation

Contractor	FY13-14
Clearwater	\$5,787,934
Dunedin	\$1,302,283
East Lake	\$1,385,987
Gulfport	\$400,007
Largo	\$4,282,689
Lealman	\$1,769,629
Madeira Beach	\$363,043
Oldsmar	\$430,034
Palm Harbor	\$1,913,608
Pinellas Park	\$2,328,686
Pinellas Suncoast	\$660,815
Safety Harbor	\$845,114
Seminole	\$2,016,700
South Pasadena	\$771,767
St. Pete Beach	\$1,317,862
Tarpon Springs	\$958,106
Tierra Verde (Lealman)	\$394,858
Treasure Island	\$370,920

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

Issue Considered: Authorization to execute an Interlocal Agreement with Pinellas Public Library Cooperative for coordination of county wide library services.

Date: August 27, 2013

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: The Pinellas Public Library Cooperative, through its member Cities and Districts, has worked for more than twenty years in the public interest to provide public library service for the use of permanent residents of Pinellas County. In anticipation of the September 30, 2013 expiration date of the current agreement a committee of City Managers has worked to prepare an agreement that has been reviewed and modified by Pinellas County. The agreement will maintain the same basic services and funding formula as the expired agreement with a decrease in funding to the current cities in the cooperative.

Changes include extending membership to “Pinellas County on Behalf of East Lake Library Advisory Board”. The Board of Director membership has changed as well. No future capital reserves will be set aside and available for distribution in the form of grants.

Requested Motion: “I recommend authorizing the City Manager to execute an agreement with the Pinellas Public Library Cooperative concerning county wide library services.”

Attachments: Pinellas Public Library Cooperative Interlocal Agreement

**Reviewed by
City Manager:** MB

Library Interlocal Agreement

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the undersigned governmental units as set forth on the signature pages attached hereto (“Parties”), for the establishment of and participation in a cooperative library service for Pinellas County (the “Cooperative”).

RECITALS:

WHEREAS, Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10th day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10th day of September 2001, which expires on September 30, 2013; and

WHEREAS, it is in the public interest to provide a free public library service for the use of the permanent residents of Pinellas County (“County”); and

WHEREAS, this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, any public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed; and

WHEREAS, Sections 257.12 through 257.25, Florida Statutes (2000), provide state funds to assist in the furnishing of library services.

NOW THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

I. PURPOSE; EXECUTION; EFFECTIVE DATE; TERM OF AGREEMENT

A. Purpose:

The purpose and intent of this Agreement is to continue to operate the Cooperative to extend library services to the unincorporated areas of the County and to municipalities that do not have such services as of the effective date of this Agreement, and to improve library services to residents of municipalities and library tax districts that have library services as of the date of this Agreement.

The primary functions of the Cooperative are as follows:

1. To receive and disburse funds from federal, state, and local sources.
2. To maintain a shared library automation system serving Member libraries.
3. To maintain a shared materials delivery system serving Member libraries.
4. Where agreed by individual Member libraries for the most efficient use of fiscal resources, to assist Member libraries in the collective purchase of library resources and services.

B. Execution; Effective Date

This Interlocal Agreement may be signed in counterparts by the Parties hereto. This Agreement shall become effective on October 1, 2013.

C. Term of Agreement:

This Agreement will be in force for a period of five (5) years, ending September 30, 2018. In year three, the Cooperative shall conduct a comprehensive review of other library service delivery models. The results shall be delivered to the Board of Directors of the Pinellas Public Library Cooperative, Inc. and the Board of County Commissioners for consideration no later than September 30, 2017. Should the County not request review and amendment of the terms of this Agreement by March 31, 2018, the Agreement may be renewed for an additional period of five (5) years to September 30, 2023 with the mutual consent of the parties.

II. DEFINITIONS:

A. Articles of Incorporation:

“Articles of Incorporation” as used in this Agreement refer to the Articles of Incorporation of the Pinellas Public Library Cooperative, Inc., (PPLC) approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative and executed and filed with the Secretary of State pursuant to Chapter 617, Florida Statutes (1987), as may be amended.

B. Board:

“Board” as used in this Agreement refers to the Board of Directors of the Pinellas Public Library Cooperative, Inc.

C. “Board of County Commissioners”

“Board of County Commissioners” as used in this Agreement refers to the Pinellas County Board of County Commissioners and may be delineated as “BCC”.

D. By-Laws:

“By-Laws” as used in this Agreement refer to the By-Laws of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative, as may be amended.

E. Cooperative:

“Cooperative” as used in this Agreement refers to the Pinellas Public Library Cooperative, Inc. and may be delineated as “PPLC”.

F. County:

“County” as used in this Agreement refers to Pinellas County, a political subdivision of the State of Florida. The County as used in this Agreement is a Party to this Agreement but is not a Member of the Cooperative.

G. Disbursement Formula:

“Disbursement Formula” as used in this Agreement refers to the formula according to which disbursements to Members with libraries shall be made pursuant to this Agreement. The Disbursement Formula is attached hereto and incorporated herein as Exhibit “B”.

H. Governmental Unit:

“Governmental Unit” as used in this Agreement refers to municipalities; library tax districts with libraries; a municipal consortium offering library services; and the County. Governmental Units which are Parties to this Agreement are included within the definition of Governmental Unit, and may also be delineated as “Members” of the Cooperative.

I. Member:

“Member” as used in this Agreement refers to a Governmental Unit which is a Party to this Agreement and which forms part of the Cooperative either as a Member with a library or as a Member without a library.

J. Library:

“Library” as used in this Agreement refers to the public libraries and library systems operated by Members. To qualify as a “library” for purposes of this Agreement, the library must meet the basic standards set forth in the Policy on Admission, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

K. Local Support:

“Local support” as used in this agreement refers to the dollar amount of funds expended for allowable costs by each Member with a library during the fiscal year for library operations. Funds received from the County for the support of a library that exists wholly in the unincorporated area of Pinellas County, excluding all monies received by such libraries from the Cooperative or from a municipal services taxing unit created for the provision of countywide library service (“Library MSTU”), shall be considered as additional local support for the Member library for purposes of the application of the disbursement formula. Allowable costs for each library shall consist of all personnel and direct operating costs, as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, shall be limited to \$25,000.00 per year.

L. Unit of a Member Library:

“Unit of a Member library” as used in this agreement refers to a library of Members when said library exists wholly in unincorporated Pinellas County.

M. Year:

“Year” as used in this Agreement, unless otherwise indicated, means the fiscal year from October 1 to September 30. The fiscal year of the Cooperative shall run from October 1 to September 30.

III. GOVERNING STRUCTURE OF THE COOPERATIVE:

A. Corporate Structure:

The Cooperative is a private non-profit organization incorporated under the Florida Not-For-Profit Corporation Act, Chapter 617, Florida Statutes (2000). Additional Members may be admitted in the manner specified in the Articles of Incorporation or the By-laws.

B. Board of Directors:

1. Membership. The Board of Directors shall consist of nine (9) voting Members and one (1) ex-officio non-voting Member who shall be selected and

appointed in accordance with the provisions of the Articles of Incorporation and the By-laws, as amended, as follows:

a. Four Members of the Board of Directors shall be the City Administrator of the City of St. Petersburg and the City Managers of Clearwater, Largo and Pinellas Park, or their senior management designees.

b. Three Members of the Board of Directors shall be county senior management employees, representing Pinellas County, who shall be designated by the Pinellas County Administrator.

c. Two Members of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve a term of three (3) years. Criteria for such appointment shall be as follows:

1.) The candidate has previous experience serving on a Board or similar body and the capacity to evaluate a full range of perspectives, from library service providers to library users.

2.) The candidate represents the interests of all parties, including the County, the Cooperative, Members with and without libraries, and patrons.

3.) The candidate can vision the future of countywide library services.

4.) The candidate may not be an employee or Member of the governing body of a library.

d. One Member of the Board of Directors shall be the Chair of the Library Directors Advisory Council, who shall serve ex-officio as a non-voting Member.

2. Terms. The Articles of Incorporation shall specify the term of office for Directors in conformance with Section III(B)(1) above.

3. Officers. The Officers of the Cooperative shall be: Chair of the Board of Directors, Vice-Chair of the Board of Directors, and Secretary/Treasurer. The terms of office, election and duties of Officers shall be as specified in the By-laws.

4. Compensation. Directors and Officers shall not be paid a salary or wages, but may be reimbursed for travel and per diem expenses on behalf of the Cooperative as approved by the Board, based on the PPLC Policies and Procedures Manual and in accordance with Section 112.061, Florida Statutes (2000).
5. Meetings. The Board of Directors shall meet at least six (6) times each year. Meetings shall be conducted pursuant to the Sunshine Law, Chapter 286, Florida Statutes. The Chairperson or a simple majority of the Board may call emergency meetings. Such meetings shall require at least 24 hours' notice.
6. Duties. The duties of the Board of Directors shall include, but not be limited to:
 - a. Managing the affairs of the Cooperative;
 - b. Amending the Articles of Incorporation and the By-laws;
 - c. Establishing administrative policy for the operation of the Cooperative;
 - d. Receiving and disbursing funds from local, state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from Members without libraries participating in the Cooperative;
 - e. Investing the Cooperative funds;
 - f. Employing and directing an Executive Director;
 - g. Conducting open and public meetings, the time and place to be decided by the Board of Directors;
 - h. Establishing the operating budget for the Cooperative, which is subject to the approval of the BCC, and overseeing its execution, including approving expenditures for administration;
 - i. Advising the Parties and Members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
 - j. Submission of funding requirements in accordance with the provisions of Section V(C).

- k. Developing, in consultation with the library directors of Members, the Annual Plan of Service and the Long Range Plan for the Cooperative to improve library services to residents of municipalities, library taxing districts, and unincorporated areas.

C. Executive Director:

The governing Board shall employ a professional Executive Director.

- 1. Duties. The duties of the Executive Director shall include, but not be limited to:

- a. Facilitating joint planning for coordination of library services among Members with libraries and other libraries within the County that participate in reciprocal borrowing and joint planning as recipients of State Aid to Libraries.

- b. Maintaining information for and submitting applications on behalf of the Cooperative for available local, State, and Federal library funds with Board approval, and filing reports with the Division of Library and Information Services pursuant to Section 257.16, Florida Statutes (2000), as may be amended;

- c. Preparing, in coordination with the library directors of Members, the annual operating and capital budgets of the Cooperative, and presenting the annual operating budget of the Cooperative to the Board and Members.

- 2. Qualifications. The Executive Director must have an American Library Association accredited degree in library science, and a minimum of five (5) years library administration experience, with experience in library cooperative administration preferred.

D. Advisory Council:

A Library Directors Advisory Council made up of all library directors of Members, or their designees, will assist the Executive Director in coordination, planning and other matters as appropriate. The Officers of the Library Directors Advisory Council shall be: Chair, Vice-Chair, and Secretary. The terms of office, election, and duties of Officers shall be as specified in the By-laws. The By-laws of the Library Directors Advisory Council shall provide that the office of Chair will be rotated yearly among the Members of the Advisory Council and that the Chair will participate in the meetings of

the Cooperative Board of Directors as the ex-officio, non-voting representative of the Library Directors Advisory Council.

The Duties of the Library Directors Advisory Council shall be as follows:

1. Conducting open and public meetings, the time and place to be decided by the Library Directors Advisory Council;
2. Advising the Executive Director and Board of Directors on technical and policy matters affecting the libraries; and
3. Providing review and recommendations in the preparation of the annual budget of the Cooperative to be presented to the Board of Directors.

E. Long-Range and Annual Plans of Service:

Each year an Annual Plan of Service and Budget shall be developed by the Board of Directors in cooperation with the library directors of Members containing goals, objectives, and activities, and the budget that will support library services for the year. These plans must clearly demonstrate that resources will be allocated in a way that serves the goal of access to library services throughout the area. The long-range plan must be updated every three to five years and must include a five-year projection of all revenues and expenditures of the Cooperative. The plan will be coordinated with individual cooperating library long-range plans (where they exist) and will meet the requirements for participation in the State Aid to Libraries Program. The Cooperative Board will adopt the plans and disseminate them broadly in the County.

F. Reports:

The Cooperative Board will provide annual reports on the progress toward meeting the objectives of the long-range plan and the annual plan of service. The reports will include audited statements of operating expenditures, capital expenditures, and reserve accounts, and will be forwarded to the Members, the Parties and the Division of Library and Information Services.

IV. PARTICIPATION:

A. General:

Participation will be voluntary and open to any governmental unit. People residing in participating areas will be eligible to use the services of Member libraries of the Cooperative without charge. People residing in governmental units or areas not electing to participate will be excluded from the use of the Cooperative's services unless the people join

Member libraries by paying an annual fee; such fee may be adjusted by a majority of Parties to this agreement. People who join by paying the annual fee to a Member library will then be counted as residents of that Member library's governmental unit in the application of the disbursement formula. Participating entities may withdraw pursuant to the provisions of Section VI.

B. Members With Libraries:

1. Admission. Governmental units applying for the first time for membership in the Pinellas Public Library Cooperative, Inc. must meet the statutory requirements and operational standards established in Exhibit "A": Policy on Admission.

2. Membership. Members with libraries will continue to meet the statutory requirements of Florida Statutes 257.17 and will adhere to the extent feasible to the operational standards established in Exhibit "A": Policy on Admission.

3. Autonomy. Each Member with a library shall continue to decide the level of library service for its community, and shall prepare its own budget. Each library shall remain autonomous and retain control of its operations and functions, i.e.:

a. Trust funds, individual gifts or donations made to a library shall remain the property of that library.

b. All library staff shall remain employees of the various Members with no loss in benefits;

c. Each library shall remain the property of the Member in which it is located, and all maintenance and repairs shall be effected through operating budgets from allocated local appropriations.

d. Members with libraries will continue to fund their local libraries and are not required to make any payment to the Cooperative for participation in the Cooperative.

4. Audits.

Each Member with a library shall provide to the Cooperative by March 31 of each year an audited statement of its library operating costs for its last completed fiscal year. The audits are to be reviewed by the Cooperative to determine the dollars expended locally for library operations. Allowable costs for

each library shall consist of all personnel and direct operating costs, as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, shall be limited to \$25,000 per year.

5. Materials and Services.

Members with libraries agree to allow all circulating materials of existing libraries to be freely available to residents of all participants in the Cooperative. Within policies established by each library, residents of Members may borrow materials from participating libraries, and use all reference and public programming services.

C. Members Without Libraries:

1. Basis for Funding:

The County, on behalf of the Library MSTU, and subject to the provisions and limitations in Section V. A. and any other Member without a library, shall provide annual financial support to the Cooperative which, when calculated on a per capita (of population of such Member) basis for any year, shall be equivalent to the average per capita funding, excluding all monies received from the Cooperative, provided during the most recent preceding year by the Members having libraries subject to the provision of, and limitations in, Section V(A), the funding shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the Members from the prior year shall be divided by the total population of the Members to obtain the aggregate average per capita cost. For purposes of this subsection C, “funding” means the amount of library expenditures for any year as described in Section V(A) by a Member having a library, and “population” means the number of residents residing in the Member governmental unit determined in accordance with Section V(B). Payments shall be made by the County and each Member without a library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

2. Underfunding:

If any Member’s financial support paid to the Cooperative is less than the amount due under Section V, written notice shall be provided to such unit of the deficiency and all funds due under Section V shall be immediately due and

payable as specified in Section VI(C). Such unit shall be deemed to have withdrawn from the Cooperative notwithstanding the provisions of Section VI(A) or VI(C) effective thirty (30) days following the receipt of written notice of deficiency unless payment of such deficiency is made within that thirty (30) day period.

V. FUNDING MECHANISM:

A. Fiscal Funding:

The County will provide an amount of annual financial support equal to the financial support provided by all Members with libraries, calculated on a per capita basis for the previous year, excluding all monies received from the Cooperative. At no time shall the millage rate levied by the County in support of Cooperative library services exceed 0.5 mill. The County shall submit the funds to the Cooperative in quarterly payments. The County shall notify the Cooperative of any changes to the population figures subject to the amount of annual per capita financial support for the new fiscal period prior to May 30 of each year.

The obligations of the County as to any funding required pursuant to this Agreement are subject to annual approval of the Library MSTU millage by the County. If funds are not appropriated by the County through the Library MSTU for any or all of the obligations in this Agreement, the County shall not be obligated to pay for the services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Cooperative in writing of such failure of appropriation, and upon such notice, the provisions of Section IV shall govern.

B. Determination and Notification of Per Capita Amounts for Members Without Libraries:

The Cooperative shall advise each Member without a library by June 1 of each year, of such unit's funding requirement for the next fiscal year, together with the calculations by which such funding requirement was determined and the backup information for such calculation, consisting of (i) average per capita locally funded library expenditures of Members with libraries for the last completed year and (ii) appropriate population statistics. The expenditures shall be based on audited financial statements for such last completed year in accordance with budget line items identified in Section IV(B)(4). The population statistics used to calculate such per capita expenditures shall be for such year and shall be from the Bureau of

Economics and Business Research of the University of Florida or the Pinellas County Planning Department.

C. Fiduciary Responsibility for Funds:

1. All funds of the Cooperative shall be maintained in an interest-bearing public depository as set forth in Florida Statutes, Chapter 280 (2000), as may be amended;
2. Complete and accurate records shall be kept of the receipts and disbursement of all funds of the Cooperative, subject to the PPLC adopted Record Retention and Document Destruction Policy, which will comply with Florida Department of State General Schedule for State and Local Government Agencies GS1-SL, Internal Revenue Code 501(c)(3), and all other applicable federal, state, and local law;
3. An annual audit of the Cooperative by an independent certified public accountant, to be paid for from the operating funds of the Cooperative, shall be made and filed annually with the Department of State;
4. The Cooperative shall abide by the terms and provisions of the laws of the State of Florida and the provisions of this Agreement and any other applicable Federal, State, or local laws, rules and regulations including the County's Investment Policy.

D. Disbursement:

The Board of Directors shall disburse funds received by the Cooperative according to the formula below:

1. The Board of Directors shall annually establish the budgeted administrative costs of the Cooperative, including salary, office supplies, and any rents or other costs related to the administrative operations of the Cooperative.
2. The remaining funds shall be distributed to Members with libraries in accordance with the disbursement formula, which is attached hereto and incorporated herein as Exhibit "B". This distribution is to be based on submittal of annual library operating costs with descriptive codes in accordance with the State of Florida Chart of Accounts. All funds collected from sources other than Members shall be distributed in the same manner as funds collected from

Members without libraries. In no instance shall the total allocation to a Member library exceed the amount of the local support.

Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 60 days) after receipt. Establishment, construction and program grants received from the state shall be used in accordance with the provisions of applicable state law.

Payments to Member libraries shall be made in quarterly disbursements. The libraries shall use those funds for operations of their libraries.

The disbursement formula may only be amended by the Cooperative's Board of Directors, with the approval of a simple majority of the Members with libraries and the approval of the County.

3. State Aid funds, establishment, construction and program grants received from the state shall be used in accordance with the provisions of applicable state law, Florida Statutes 257 and Florida Administrative Code 1B-2 and 1B-3.

VI. WITHDRAWAL:

A. All Participants:

1. Any Member wishing to withdraw shall submit written notice thereof to the Cooperative no later than six (6) months prior to the beginning of any fiscal year of the Cooperative.
2. Withdrawal of Members without libraries may occur in the manner specified in Section IV(C)(2).

B. Members with a Library:

A Member with a library that submits a withdrawal notice to the Cooperative shall:

1. At the request of the Cooperative's Board, promptly furnish usage statistics and an audit of library operating costs for such library's last fiscal year completed prior to the date the withdrawal is effective to ensure maintenance of proper accounting for the Cooperative;
2. Return to the Cooperative within sixty (60) days after withdrawal, any special equipment or collections purchased for such Member with funds from the Cooperative capital improvements fund within the previous five years. In lieu of returning the equipment or collection so purchased, the amortized balance thereof

based on an amortization period of five years from date of purchase may be repaid to the Cooperative during the year following withdrawal;

3. Repay to the Cooperative within sixty (60) days after withdrawal any then remaining unexpended and uncommitted funds received from the Cooperative; and

4. Pay to the Cooperative during the year following withdrawal the unamortized cost based on a 20-year amortization of any building improvements paid for with monies from the Cooperative's capital improvements fund.

After complying with the forgoing, the withdrawing Member with a library shall have no other obligation under this Agreement.

C. Members Without a Library:

A Member without a library that submits or receives a withdrawal notice shall pay all sums due for library services provided prior to the date of withdrawal pursuant to Sections IV and V prior to withdrawal.

VII. TERMINATION OF AGREEMENT:

In the event that Members representing more than fifty percent (50 %) of the total population of all Members withdraw under Section VI, or are deemed to have withdrawn under Section IV(C)(2) of this Agreement, the remaining Members shall consider the continuation or termination of the Agreement, and may terminate the Agreement by consent of a simple majority of the Members.

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

EXHIBIT “A”
Policy on Admission
Pinellas Public Library Cooperative, Inc.
For a Library Seeking Membership

Libraries applying for membership in the Pinellas Public Library Cooperative, Inc. must meet the basic eligibility requirements outlined below:

1. The library meets the Essential level of **Core Standards** as defined in the Florida Public Library Standards (2006 Revision).
2. The library meets the Florida Public Library Standards (2006 Revision) for **Interconnectivity, Lending Services, Services-Resource Sharing and Interlibrary Cooperation.**
3. The governing entity must have an established budget for the maintenance and operation of the library and must be audited each year.
4. There must be evidence that such funding is available, restricted for the library and will continue to be available.
5. The library has a long-range plan, an annual plan of service, and an annual budget [Florida Statutes 257.17(2)(e)].
6. The library engages in joint planning for coordinating of library services within the county or counties that receive operating grants from the state [Florida Statutes 257.17(2)(f)].
7. The library adapts its services to meet the needs of people with disabilities as required by the Americans with Disabilities Act and its attendant regulations.
8. The library has established hiring practices that are in accordance with Equal Employment regulations.

When the library and its governing entity determine that these eligibility requirements can be met the attached Procedures for Admission must be followed.

Such requests may be initiated at any time but the funding cycle for the subsequent fiscal year requires a March 31 deadline. See the Procedures for Admission for steps to be taken.

Procedures for Admission
To the Pinellas Public Library Cooperative, Inc.
As a Member Library

1. The library seeking admission to the Cooperative must provide documentation that it can meet the standards spelled out in the Policy on Admission.
2. The library must submit a letter of request signed by its governing entity (city commission, Board of Directors, etc.) to the Cooperative Board/Executive Director.
3. The library must submit with its letter of request documentation that it meets the basic eligibility standards for admission to the Pinellas Public Library Cooperative, Inc. as provided for in the Policy on Admission.
4. Upon receipt of the letter of request and documentation, the Cooperative Board and Executive Director will review the request and appoint a committee to visit and evaluate the library.
5. The committee will determine readiness for services by the requesting library and will report any deficiencies in writing to the Cooperative Board and to the library's governing entity.
6. If the library's governing entity wishes to pursue membership, it will be given a period of time in which to correct deficiencies, if any, and to prepare the library for final evaluation.
7. Upon receipt of the final evaluation, the Cooperative Board will have up to sixty (60) days in which to vote upon admission.
8. Following a positive vote, the Cooperative Board will present the library's governing entity with a copy of the Interlocal Agreement, which must be executed and returned, and an agreement form for the basic policies and procedures in effect for member libraries, including all public service policies such as patron registration, patron cards, materials circulation rules and others.
9. In order to be included in the subsequent year's funding allocations, the Procedures for Admission must be completed by March 31st in any given year.

EXHIBIT “B”

Disbursement Formula

Base Allocations to Members with libraries shall be the balance remaining after the adjustments stated in Section V(D)(1) and (D)(2) of the Library Interlocal Agreement. Each library’s percentage of the total support extended, as determined through the review of the annual audits, shall then be determined and translated into dollar amounts. The percentage of the total support extended shall be determined by dividing the sums expended locally for library operations, as set forth in Section IV(B)(4) of the agreement, by the total local support for all Members. For libraries located in unincorporated Pinellas County, the annual allocation received from the County shall be used to determine the percentage of total support extended. The Members shall receive a percentage of the available funds equal to the percentage of their total support extended as a base allocation subject to a maximum of 16% and a minimum of 4%.

Circulation Allocations to Members with libraries shall be 10% after the adjustments stated in Section V(D)(1) and (D)(2). The dollars available for distribution include the balance remaining after the base allocation. The circulation pool allocation percentage shall be derived by taking non-resident circulation figures for each library and dividing it by the total non-resident circulation for all Members.

Total Allocations to Members with libraries shall not exceed the amount of the local support.

CITY OF ST. PETE BEACH

CITY OF ST. PETE BEACH, FL

By:

Michael P. Bonfield, CITY MANAGER

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

Issue Considered: Authorize the City Manager to enter into a professional services agreement with Michael Baker, Jr., for \$16,665 for Survey and Subsurface Utility Investigation in connection with the Blind Pass Rd. project.

Date: 08/27/13

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steve Hallock, Public Services Director

Summary of Issue: In order to finish the design of Blind Pass Road, a full topographic survey is required. Survey will include locations of above ground features including curb, centerline of roadway, sidewalk, aboveground utilities, sanitary sewer, and storm sewer. Survey is also to include the location of the existing right-of-way. Following preliminary review of underground utilities, staff also feel that it is necessary to complete subsurface utility locates to locate any possible underground utility conflicts in order to resolve these conflicts during design and prior to construction.

Areas to be included in the work are marked as areas A, and B in the proposal. (Blind Pass Rd. and 70th Ave.) 70th Ave. survey and utility information is needed for planned drainage improvements that tie into the Blind Pass Rd. project.

There is also an option, that would be required if electrical undergrounding is pursued along Blind Pass Rd., for location of utility easements through a title search. The title search would cost an additional \$7,200.

Requested Motion: "I move to authorize the City Manager to enter into a professional services agreement with Michael Baker, Jr., for \$16,665 for Survey and Subsurface Utility Investigation in connection with the Blind Pass Rd. project."

Attachments: Professional Services Agreement

**Reviewed by
City Manager:**

MB

Mr. Steven Hallock
Public Services Director
155 Corey Avenue
St. Pete Beach, Florida 33706

Re: Proposal for survey and utility locates, reconstruction of Blind Pass Road (BPR)
Gulf Blvd. to 73rd Avenue, St. Pete Beach, Florida (CITY)

Dear Steve:

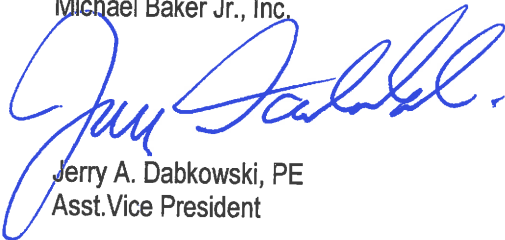
Per our meetings with the Florida Department of Transportation (FDOT) and yourself (CITY), the attached following scope, schedule and fee have been developed By George F Young for further survey and utility needs as a subconsultant to Baker.

With this approach, Baker will be able to complete the additional drainage design and needs for the side streets that connect to the new Blind Pass Road drainage system.

There is no administrative fee for this service by Baker.

We look forward to your approval and a work order for providing additional services in survey by the George F Young group under the control of Baker.

Sincerely,
Michael Baker Jr., Inc.

A handwritten signature in blue ink, appearing to read "Jerry A. Dabkowski", is written over the typed name and title.

Jerry A. Dabkowski, PE
Asst. Vice President

Enc.

Cc: Jim Davis
Bob Joel, PE
Mark Kistler, PE
Gregg Hamm, PE

George F. Young, Inc.

CLIENT AND CONSULTANT PROFESSIONAL SERVICES PROPOSAL

This agreement is made and entered into this 19 Day of August 2013,
the effective date, for the terms and conditions listed below and on the following pages of this agreement by and between:

CONSULTANT:

George F. Young, Inc.

Address:
299 DR Martin Luther King Jr St N

St Petersburg, FL. 33701

Telephone: 727-822-4317

Fax: 727-822-4317

CLIENT:

Michael Baker Corporation
Bob Joel, PE

Address:
4503 Woodland Corporate Blvd,
Suite 400
Tampa, FL 33614

Telephone: 813-889-3892

Fax: 813-889-3893

Project Name: City of St Pete Beach Blind Pass Road and Drainage Improvements, Design Survey, Subsurface Utility
Locates, GFY proposal # 13P05600SU

Name and Address of Record Owner of Property (if other than Client):

The property upon which the services hereinafter described are to be performed is located at:
See "Basic Scope of Services" under "**Exhibit A**".

Client intends to Design roadway and drainage improvements within the limits of the project as described in the
scope of services document. See "**Exhibit A**".
. See "Compensation Schedule" under "**Exhibit B**". See "Location Map" under "**Exhibit C-revised**"

ACCEPTANCE

By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated hereon and on the date first above written.

Accepted by: _____
Authorized Signature - Client, as owner
or authorized agent for the owner

Date: _____

Accepted by: _____
Authorized Signature - George F. Young, Inc.

Date: _____

George F. Young, Inc.
EXHIBIT A
BASIC SCOPE OF SERVICES

Project site is in St. Pete Beach, Florida, as depicted on Exhibit C-revised 8/16/2013

- A. 70th Avenue from the east side to the intersection of Gulf Boulevard, easterly on 70th Avenue through but not including the intersection Blind Pass Road continue easterly through Boca Ciega Dr. and the “Drainage Easement / Park” as shown on Plat “Three Palms Point Unit One” to the seawall.
- B. Blind Pass Road from Gulf Blvd to the Alley north of 73rd Ave. (Vertical location Vvh Test Holes of Utilities Only).
- C. Boca Ciega Dr. from north side of 70th Ave. to the south side of the intersection of 72nd Ave, west 100 feet and east 200 feet on 71st Ave. to the drainage inlets. West 100 feet on 72nd Ave. to the drainage inlet. Boca Ciega Dr. from north side of the intersection of 72nd Ave. to the south side of the intersection of 73rd Ave. The west 100 feet of 72nd Ave. from the east side of Boca Ciega Dr.
- D. Boca Ciega Dr. from the intersection of 73rd Ave. to and including the intersection of Corey Ave. 73rd Ave. from the intersection of Boca Ciega Dr. to the easterly side of the intersection of Blind Pass Road. The alley between 73rd Ave. and Corey Ave. from Boca Ciega Dr. to the easterly side of the intersection of Blind Pass Road. Boca Ciega Dr. at the intersection of Corey Ave. 100 feet southwesterly, northwesterly, northeasterly. 72nd Ave. from and including the intersection of Boca Ciega Dr. to the easterly side of the intersection of Blind Pass Road. 71st Ave. from 100 feet west of the intersection of Boca Ciega Dr. to the easterly side of the intersection of Blind Pass Road.

Survey Services Locations A, B, C & D

- 1. Topographic survey from right of way to right of way including above ground features such as curb, center line, sidewalk, above ground utilities, sanitary sewer and storm sewer.
- 2. Locate existing Right of Way of the areas to be surveyed.
- Depict in cad file, apparent existing right of way lines based on last deeds of record, right of way maps provided by FDOT, plats and found monumentation. Show all easements based on recorded plats. Right of way cad files provided by the client will be relied upon and utilized as-is by George F. Young, Inc.
- Elevations shall be collected in sufficient density to create an accurate digital terrain model.
- Deliverables will include Microstation XM or V8 drawings of the topographic survey (topord01.dgn), drainage file (drexrd01.dgn), pertinent aerial, surface and underground utility file (utexrd01.dgn & utadrd01.dgn), apparent right of way lines (rwexrd01.dgn), reference baseline (algnrd01.dgn), 3D DTM (gdtmrd01.dgn), Geopak database of survey (reference baseline, all survey points, etc), Geopak site.tin file. A signed and sealed surveyor’s report will be delivered with these files noting which files may have been provided and not surveyed by George F. Young, Inc.

Datum

Use existing control as provided by client, datum purported to be:

- a) Vertical Control for project limits (NGVD1929).
- b) Horizontal Control for project limits NAD83 (2011).

Subsurface Utility Designation, Location and Survey (VVH - verified vertical and horizontal)

- GFY to provide Subsurface Utility Designation, Location & Survey services on the existing underground utilities in each project location as described above.
- Request permits if needed for the purpose of marking, measuring, and recording the location of underground utilities within the project limits.
- Provide traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. Provide safety devices, signs and/or other safety equipment.
- Utilizing conventional electronic designating equipment and including Ground Penetrating Radar (GPR), designate and mark the horizontal location of found underground utilities within the Right of Way of each project location as described above.
- Provide test holes (VVH – verified vertical and horizontal) on each found utility line where a possible conflict is determined by the EOR within each project location as described above.
- Estimate of Test Holes by location as described above.
 - A. Maximum of 4 Test Holes
 - B. Maximum of 10 Test Holes
 - C. Maximum of 6 Test Holes
 - D. Maximum of 16 Test Holes
- For each test hole, neatly cut and remove existing pavement (not to exceed 225 square inches per cut) or other surface material. Excavate the material through the cut down to the utility in a way that prevents damage to wrappings, coatings or other protective coverings of the utilities (i.e. vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
- Survey collect found utility information, and provide 3 copies of a Surveyor's Report reflecting VVH test hole information together with a 2-dimensional electronic file, in plan view only, depicting the designation and VVH test hole information.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

1. Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
2. Any work associated with topographic or boundary survey in location "B".

CLIENT'S RESPONSIBILITIES

In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

1. Request and provide any surveys, plans, sketches, markups, etc. from facility owners or other agencies to assist in the topographic and boundary survey and the location or identification of underground utilities within the project locations.

George F. Young, Inc.

EXHIBIT B

COMPENSATION SCHEDULE

Location “A”

Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item A, below:

A: LUMP SUM AMOUNT

1. **A LUMP SUM AMOUNT of \$9,475.00 (Nine Thousand Four Hundred Seventy Five Two Dollars and Zero Cents)**, and the following assumed distribution of compensation:
2. Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum Fee for the Basic Services unless approved by the Client.
3. The portion of the Lump Sum Fee amount billed for Consultant’s services will be based upon Consultant’s proportion of the total services actually completed during the billing period to the Lump Sum Amount Fee.

Location “B”

Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item B, below:

A: LUMP SUM AMOUNT

1. **A LUMP SUM AMOUNT of \$7,182.00 (Seven Thousand One Hundred Eighty Two Dollars and Zero Cents)**, and the following assumed distribution of compensation:
2. Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum Fee for the Basic Services unless approved by the Client.
3. The portion of the Lump Sum Fee amount billed for Consultant’s services will be based upon Consultant’s proportion of the total services actually completed during the billing period to the Lump Sum Amount Fee.

Location “C”

Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item C, below:

A: LUMP SUM AMOUNT

1. **A LUMP SUM AMOUNT of \$11,442.00 (Eleven Thousand Four Hundred Forty Two Dollars and Zero Cents)**, and the following assumed distribution of compensation:
2. Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum Fee for the Basic Services unless approved by the Client.
3. The portion of the Lump Sum Fee amount billed for Consultant’s services will be based upon Consultant’s proportion of the total services actually completed during the billing period to the Lump Sum Amount Fee.

Location “D”

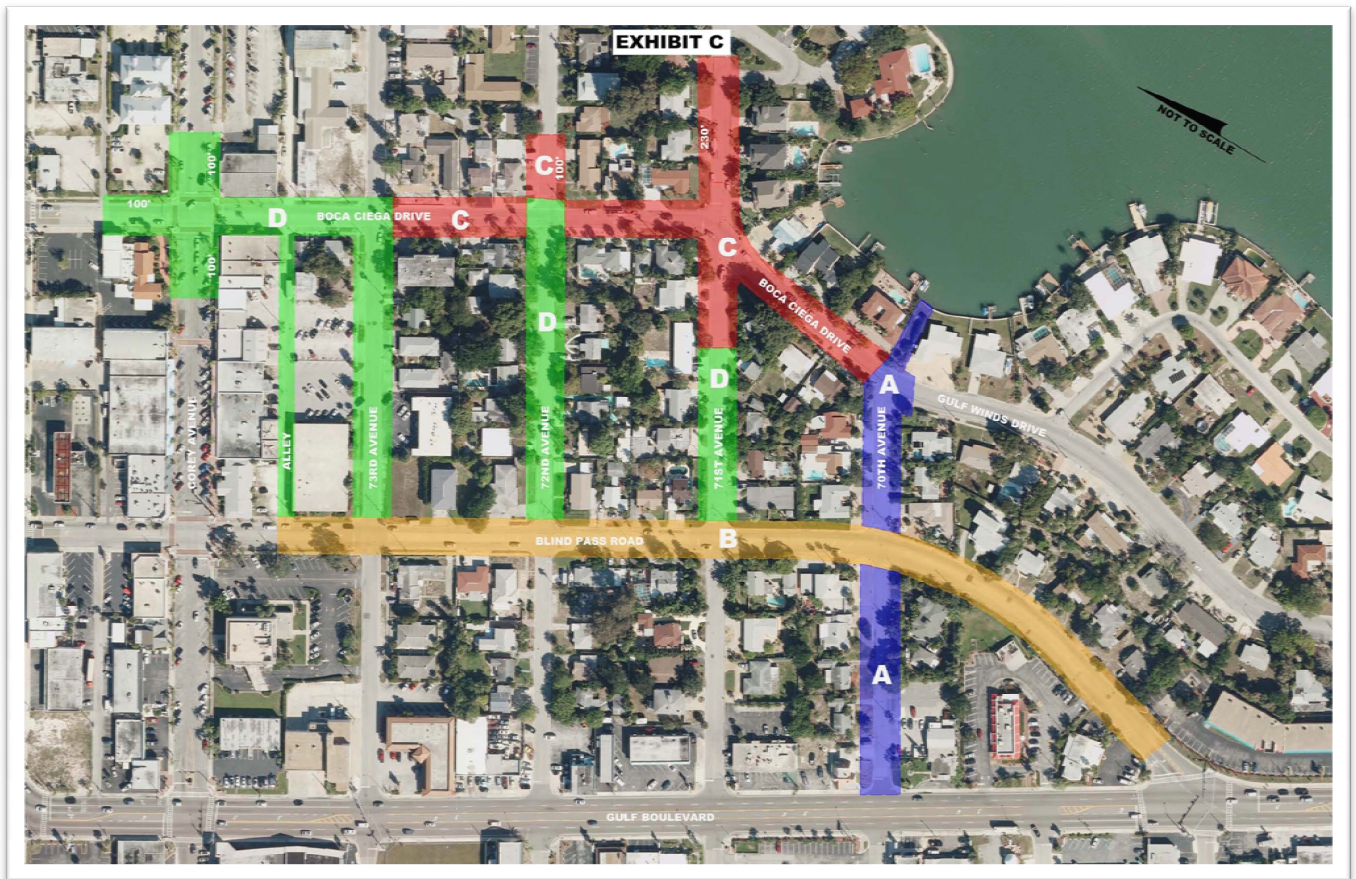
Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item D, below:

A: LUMP SUM AMOUNT

1. **A LUMP SUM AMOUNT of \$21,591.00 (Twenty One Thousand Five Hundred Ninety One Dollars and Zero Cents)**, and the following assumed distribution of compensation:
2. Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum Fee for the Basic Services unless approved by the Client.
3. The portion of the Lump Sum Fee amount billed for Consultant’s services will be based upon Consultant’s proportion of the total services actually completed during the billing period to the Lump Sum Amount Fee.

George F. Young, Inc.

EXHIBIT C-revised



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

Issue Considered: Authorize the City Manager to accept a rate increase for solid waste services provided by WSI, as per the terms of their contract, of 2.5% starting October 1, 2013 through September 30th, 2014.

Date: 08/27/13

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steve Hallock, Public Services Director

Summary of Issue: WSI, A Progressive Waste Solutions Company, was awarded the City's solid waste contract last year. As per the terms of the contract, the contractor is allowed a yearly rate increase. The contractor, at the time of bid submittal, had to predetermine the possible rate adjustment allowed per year. WSI requested a yearly rate adjustment equivalent to the Consumer Price Index but no to exceed 2.5%. WSI has requested the full 2.5% rate increase beginning October 1, 2013 – September 30th, 2014. The CPI exceeds the maximum increase allowed by WSI, so the request for the 2.5% increase is justified.

The values for Water, Sewer, and Trash Collection Services (CUSR0000SEHG), provided by the US Department of Labor, Bureau of Labor Statistics, with seasonal adjustments are:

2012-10-01	192.362
2012-11-01	193.192
2012-12-01	193.879
2013-01-01	194.578
2013-02-01	195.094
2013-03-01	195.836
2013-04-01	196.291
2013-05-01	196.851
2013-06-01	197.614

Requested Motion: “I move to authorize the City Manager to accept a rate increase for solid waste services provided by WSI, as per the terms of their contract, of 2.5% starting October 1, 2013 through September 30th, 2014.”

Attachments: WSI Request

**Reviewed by
City Manager:**

MB

Renee Cooper

From: Ian Boyle <iboyle@wasteservicesinc.com>
Sent: Friday, July 12, 2013 2:35 PM
To: Renee Cooper
Cc: Fred Olsen; Shari Rheuble
Subject: CPI Request For City Wide Solid Waste Services Contract

Importance: High

Renee,

Please allow this email as an official request for a CPI increase of 2.5% per the terms of the contract. This CPI would be effective October 1, 2013.

Ian Boyle
Government Affairs Manager

WSI
A Progressive Waste Solutions Company

T: (727) 592-7042
F: (727) 451-6234
C: (813) 352-9156
11500 - 43rd Street North
Clearwater, FL 33762

iboyle@wsii.us

CONFIDENTIALITY NOTICE: The information transmitted in this email is intended for the addressee and may contain confidential information of Waste Services Inc. or its affiliated corporations. Any unauthorized review, distribution or use or the taking of any action in reliance on the information contained in this email or any attachments is strictly prohibited. If you have received this message in error, please delete or destroy it, all attachments and any copies, and notify the sender.

FRONT & REAR LOAD COMPACTORS*

Size	One / week	Two / week	Three / week	Five / week	Seven / week
4 yards	\$245.77	\$491.54	\$737.31	\$1,228.85	\$1,720.40
6 yards	\$368.66	\$737.31	\$1,105.97	\$1,843.28	\$2,580.59
8 yards	\$491.54	\$983.08	\$1,474.62	\$2,457.71	\$3,440.79

PERCENTAGE RATE INCREASES

Year	From	To	Rate Adjustment CPI +/-
Year 1	Contract Start Date	9/30/13	No Adjustment
Year 2	10/1/13	9/30/14	CPI [†]
Year 3	10/1/14	9/30/15	CPI [†]
Year 4	10/1/15	9/30/16	CPI [†]
Year 5	10/1/16	9/30/17	CPI [†]
Year 6	10/1/17	9/30/18	CPI [†]
Year 7	10/1/18	Contract End Date	CPI [†]

* not to exceed 2.5%

* Compactor rental fee would be an addition to above compactor rates based on size, type of equipment and installation requirements

* The above rates reflect a total monthly number.

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

Issue Considered: Authorization to hang banners over 75th Avenue at Boca Ciega Drive and over Pinellas Bayway at Granada Avenue for the following Corey Area Business Association 2014 events:
Corey Art & Craft Show Jan 18-19, 2014
Corey Ave Sidewalk Sale March 12-15, 2014
Corey Art & Craft Show April 5-6, 2014
Corey Art and Craft Show June 7-8, 2014
Corey Ave Sidewalk Sale November 12-15, 2014
Corey Art and Craft Show Dec 6-7, 2014

Date: August 27, 2013

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Corey Area Business Association request permission to have banners erected over 75th Ave and the Pinellas Bayway announcing their 2014 events. The City Commission must approve their request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed/removed as follows:
Arts & Craft Show (Installation 1/10/14, Removal 1/20/14)
Corey Ave Sidewalk Sale (Installation 3/5/14, Removal 3/17/14)
Art & Craft Show (Installation 3/28/14, Removal 4/7/14)
Art & Craft Show (Installation 5/30/14, Removal 6/9/14)
Corey Ave Sidewalk Sale (Installation 11/5/14, Removal 11/18/14)
Art & Craft Show (Installation 11/26/14, Removal 12/9/14)

The Public Services Department charges \$184.00 for each banner installed at each location.

Requested Motion: “I move to authorize the approval of the Application for Banner Installation over 75th Avenue and the Pinellas Bayway.”

Attachments: Event and banner application

**Reviewed by
City Manager** MB

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY	
Permit No.:	
APPLICANT INFORMATION	
Name of Applicant/Organization: <u>Corey Area Business Association</u>	
Address: <u>350 Corey Ave, St Pete Beach, 33706</u>	
Telephone #: <u>727-498-8778</u> Fax #: <u>NA</u> E-Mail: <u>coreycorners@yahoo.com</u>	
Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): <u>Kathi Hansen</u>	
Address (if different from above): _____	
Telephone #: _____ Fax #: _____ E-Mail: _____	
Date of Request: _____	
LOCATION AND DISPLAY PERIOD	
This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: <u>Sect 15110</u>	
Highway name & number: <u>75th Ave & Boca Ciega Dr (SR693)</u> <u>SR693</u>	
From (south or west limits): <u>0.096</u> To (north or east limits): <u>mpc. 096</u>	
Highway name & number: <u>Pinellas Bayway & Granada (SR682)</u> <u>Sect 15200001</u>	
From (south or west limits): <u>0.875</u> To (north or east limits): <u>mpc. 290</u>	
Highway name & number: _____	
From (south or west limits): _____ To (north or east limits): _____	
Highway name & number: _____	
From (south or west limits): _____ To (north or east limits): _____	
Projected installation date: <u>Jan 10, 2014</u>	
Banners will be removed on or before (if applicable): <u>Jan 20, 2014</u>	
Signature of Applicant or Contact Person: <u>Kathi Hansen</u> Date: <u>8/1/13</u>	
LOCAL GOVERNMENTAL ENTITY APPROVAL	
Name of Local Governmental Entity: <u>City of St. Pete Beach</u>	
Name of signing official (please print): _____	
Telephone #: <u>727-363-9238</u> Fax #: <u>727-363-9249</u> E-Mail: _____	
Signature of local official: _____ Date: <u>8/1/13</u>	
CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT	
1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation. 2. Pole banners will clear the face of the curb (if present) by at least two (2) feet. 3. The applicant (or applicant's designee) will maintain the banners as permitted. 4. The installation of the banners will not require the installation of poles or other support devices on the right of way. 5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation. 6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit. 7. A sketch of the proposed banners is attached. 8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.	
Signature of District Permits Engineer (or designee): _____ Date: _____	

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

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

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

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

COREY AVE ART/CRAFT SHDW

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization:

Corey Area Business Association

Address:

350 Corey Ave, St Pete Beach, 33706

Telephone #:

727-498-8778

Fax #:

NA

E-Mail:

corey.corners@yahoo.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement):

Kathi Hansen

Address (if different from above):

Telephone #:

Fax #:

E-Mail:

Date of Request:

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:

Highway name & number:

75th Ave & Boca Ciega Dr (SR693)Sect 15110
SR693
mpo. 096

From (south or west limits):

0.096

To (north or east limits):

Highway name & number:

Pinellas Bayway & Granada (SR682)

Sect 15200001
SR682
mpo. 290

From (south or west limits):

0.875

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Projected installation date:

March 28, 2014

Banners will be removed on or before (if applicable):

April 7, 2014

Signature of Applicant
or Contact Person:

Kathi Hansen

Date:

8/1/13

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity:

City of St. Pete Beach

Name of signing official (please print):

Telephone #:

727-363-9232

Fax #:

727-363-9249

E-Mail:

Signature of local official:

Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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

Signature of District Permits
Engineer (or designee):

Date:

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

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- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

COREY AVE ART/CRAFT SHOW

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Association
 Address: 350 Corey Ave, St Pete Beach, 33706
 Telephone #: 727-498-8778 Fax #: NA E-Mail: coreycorners@yahoo.com
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Kathi Hansen
 Address (if different from above): _____
 Telephone #: _____ Fax #: _____ E-Mail: _____
 Date of Request: _____

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: Sect 15110
 Highway name & number: 75th Ave & Boca Ciega Dr (SR693) SR693
 From (south or west limits): 0.096 To (north or east limits): mpc. 096
 Highway name & number: Pinellas Bayway & Granada (SR682) Sect 15200001
 From (south or west limits): 0.875 To (north or east limits): mpc. 290
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Projected installation date: May 30, 2014
 Banners will be removed on or before (if applicable): June 9, 2014
 Signature of Applicant or Contact Person: Kathi Hansen Date: 8/1/13

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____
 Name of signing official (please print): _____
 Telephone #: 727-363-9232 Fax #: 727-363-9249 E-Mail: _____
 Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
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6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
 Engineer (or designee): _____

Date: _____

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

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- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

COREY AVE ART/CRAFT SHOW

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Association
 Address: 350 Corey Ave, St Pete Beach, 33706
 Telephone #: 727-498-8778 Fax #: NA E-Mail: coreycorners@yahoo.com
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Kathi Hansen
 Address (if different from above): _____
 Telephone #: _____ Fax #: _____ E-Mail: _____
 Date of Request: _____

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: Sect 15110
 Highway name & number: 75th Ave & Boca Ciega Dr (SR693) SR693
 From (south or west limits): 0.096 To (north or east limits): mpo. 096
 Highway name & number: Pinellas Bayway & Granada (SR682) Sect 15200001
 From (south or west limits): 0.875 To (north or east limits): SR682
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Projected installation date: Nov 26, 2014
 Banners will be removed on or before (if applicable): December 9, 2014
 Signature of Applicant or Contact Person: Kathi Hansen Date: 8.1.13

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St. Pete Beach
 Name of signing official (please print): _____
 Telephone #: 727-343-9232 Fax #: 727-343-9249 E-Mail: _____
 Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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

Signature of District Permits
Engineer (or designee): _____

Date: _____

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

APPLICATION FOR BANNER

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- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

COREY AVE ART/CRAFT SHDW

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

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Association
 Address: 350 Corey Ave, St Pete Beach, 33706
 Telephone #: 727-498-8778 Fax #: NA E-Mail: coreycorners@yahoo.com
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Kathi Hansen
 Address (if different from above): _____
 Telephone #: _____ Fax #: _____ E-Mail: _____
 Date of Request: _____

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: Sect 15110
 Highway name & number: 75th Ave & Boca Grande Dr (SR693) SR693
 From (south or west limits): 0.096 To (north or east limits): mpo. 096
 Highway name & number: Pinellas Bayway & Granada (SR682) Sect 15200001
 From (south or west limits): 0.875 To (north or east limits): SR682
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Projected installation date: March 5, 2014
 Banners will be removed on or before (if applicable): March 17, 2014
 Signature of Applicant or Contact Person: Kathi Hansen Date: 8-1-03

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St. Pete Beach
 Name of signing official (please print): _____
 Telephone #: 727-363-922 Fax #: 727-363-924 E-Mail: _____
 Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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

Signature of District Permits
 Engineer (or designee): _____

Date: _____

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Carey Area Business Association
 Address: 350 Carey Ave, St Pete Beach, 33706
 Telephone #: 727-498-8778 Fax #: NA E-Mail: Carey.corners@yahoo.com
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Kathi Hansen
 Address (if different from above): _____
 Telephone #: _____ Fax #: _____ E-Mail: _____
 Date of Request: _____

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: Sect 15110 SR693 mpo. 096
 Highway name & number: 75th Ave & Boca Grande Dr (SR693)
 From (south or west limits): 0.096 To (north or east limits): _____
 Highway name & number: Pinellas Bayway & Granada (SR682) Sect 15200001 SR682 mpo. 290
 From (south or west limits): 0.875 To (north or east limits): _____
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Highway name & number: _____
 From (south or west limits): _____ To (north or east limits): _____
 Projected installation date: Nov 5, 2014
 Banners will be removed on or before (if applicable): Nov 18, 2014
 Signature of Applicant or Contact Person: Kathi Hansen Date: 8/1/13

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St. Pete Beach
 Name of signing official (please print): _____
 Telephone #: _____ Fax #: _____ E-Mail: _____
 Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
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8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
Engineer (or designee): _____

Date: _____

75th AVE e Boca Raton DR.

FDOT PERMIT #

2011-J-799-008

RECEIVED
APR 25 2011

PINELLAS MAINTENANCE

Boca Ciega
7400 PR 7500

COREY AVE SIDEWALK SALE OCT 18

CASH ON
-ITGO
-AGENT
-CARS

Hardware

PINELLAS BAYWAY

COREY AVE SIDEWALK 247E OCT 18/50

KEEP RIGHT

FDOT PERMIT #

2011-J-799-008

RECEIVED
APR 25 2011

PINELLAS MAINTENANCE

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

Issue Considered: Authorization to hang banners over 75th Avenue at Boca Ciega Drive and over Pinellas Bayway at Granada Avenue for the October Concert Series held each Friday in October 2013.

Date: August 27, 2013

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Recreation Department request permission to have banners erected over 75th Ave and the Pinellas Bayway announcing the October Concert Series. The City Commission must approve their request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed on Friday September 27 and removed on Monday, October 28, 2013.

Requested Motion: “I move to authorize the approval of the Application for Banner Installation over 75th Avenue and the Pinellas Bayway.”

Attachments: Event and banner application

**Reviewed by
City Manager** MB

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: City of St Pete Beach Recreation Dept.Address: 155 Corey AveTelephone #: 727-363-9245 Fax #: 727-363-9246 E-Mail: rddirector@stpetebeach.orgContact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahonAddress (if different from above): Same

Telephone #: _____ Fax #: _____ E-Mail: _____

Date of Request: 8/27/2013**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: 75th Avenue and Boca Ciega Dr (SR 693 Section 15110 mpo .096From (south or west limits): .096

To (north or east limits): _____

Highway name & number: Pinellas Bayway & Granada (SR 682) Section 15200 mpo .290From (south or west limits): .875

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 9/27/2013Banners will be removed on or before (if applicable): 10/28/13

Signature of Applicant

or Contact Person: _____ Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVALName of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Mike Bonfield, City ManagerTelephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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

Signature of District Permits

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY**

Engineer (or designee): _____	Date: _____
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY**

APPLICATION FOR BANNER

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

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

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

OCTOBER Concert Series Horan Park Fri. 7pm

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

Issue Considered: Request to enter into a contract agreement with Tindale-Oliver and Associates, Inc. for economic development services.

Date: August 27, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Tindale-Oliver and Associates, Inc. has provided a scope of work that will include the completion of an updated Community Reinvestment Area (CRA) Plan. The resulting Plan will be provided in a user-friendly format and will demonstrate a clear framework for the most effective way to move forward with Plan implementation. The updated Plan will contain a data/analysis and TIF revenue projection element, a revised list of projects, activities and capital projects, a strategic action plan for implementation, and illustrative graphics.

Tindale-Oliver will provide assistance through the course of the County adoption process including assistance with negotiations. The scope includes a detailed project schedule.

Requested Motion: “I move to authorize the City Manager to enter into a contract agreement with Tindale-Oliver and Associates, Inc. for economic development services in the amount of \$36,638.52 and pursuant to the approved Scope of Work”

Attachments: Scope of Work.

Reviewed by City Manager: MB



August 12, 2013

Mr. George Kinney
Community Development Director
155 Corey Avenue
St. Pete Beach, FL 33706

Re: St. Pete Beach CRA Planning Services - Update to the CRA Plan

INTRODUCTION/PROJECT UNDERSTANDING

For over a decade, the City of St. Pete Beach has been in the process of planning for the successful redevelopment of its Downtown and the Gulf Boulevard tourist and commercial areas. These efforts have included the creation of a Community Redevelopment Agency, and the completion of a Finding of Necessity Study and Community Redevelopment Area (CRA) Plan, which was adopted by Resolution 2010-01 approved on January 4, 2010. The City did not approve the CRA Plan or the required subsequent ordinance resolution to adopt a Tax Increment Financing (TIF) district, which is the primary financing tool used for funding projects identified in the CRA Plan. This effort stalled as the City addressed litigation related to its Comprehensive Plan.

In July 2013 the St. Pete Beach City Commission adopted a resolution (Res. 2013-09) approving the Finding of Necessity study that was completed in 2006 by Real Estate Research Consultants (RERC). With the adoption of this resolution, the City is now ready to move forward with the development of a CRA Plan and the establishment of a Tax Increment Finance (TIF) district. The development of the CRA Plan will include a review of the goals, objectives, and capital improvements projects that were identified in the CRA Plan that was completed in 2010, but subsequently not adopted. The scope of work included in this proposal will cover the creation/adoption of an updated CRA Plan and negotiations with Pinellas County regarding the adoption of the TIF.

The specific tasks are described in detail on the following pages. A fee table and schedule for the CRA Plan update is at the end of this document.

UPDATE AND ADOPT CRA PLAN/TIF DISTRICT

The scope of work proposal will include the completion of an updated CRA Plan, which will be completed consistent with the requirements of According to Florida Statutes Sec. 163.362. In addition the existing document will be refreshed/updated into a more user-friendly format that will provide the City and the Community Redevelopment Agency with a clear framework for the most effective way to move forward with plan implementation. At a minimum the updated plan will contain the following:



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- Updated data/analysis and TIF Projections (completed in previous task) for the CRA Plan
- Revised list of projects and activities and capital projects plan as identified during staff/stakeholder discussions and the public workshops.
- A strategic action plan for implementation, relating proposed expenditures and improvements to priorities expressed in the Plan.
- Additional illustrative graphics, as required.

The tasks described below lay out the step-by-step process for updating the CRA Plan.

TASK 1.0 – DATA COLLECTION/ANALYSIS

1.1 Data Collection

In order to develop the CRA Plan Update, the City will need to provide TOA with significant baseline data documenting existing conditions. At a minimum, it is expected that the City will assist in providing data as follows:

- Digital Data (in CADD or GIS):
 - Uplands
 - Wetlands, creeks, lakes, and other natural features
 - Existing land use
 - Existing zoning
 - Sidewalk inventory
 - Stormwater management facilities
 - Potable water/wastewater facilities
- Geo-Coded Data in Excel
 - Fire and EMS emergency call records
 - Traffic accident statistics
 - Crime statistics for the past 5 years
 - Crime comparison to areas outside FON Study Area
 - Code violations
 - Roadway counts for City roads
 - Parcel numbers for all parcels within study area
 - Property valuation for all parcels within the Study Area for the past five years
 - Building permit data from the past five years
- Other Data
 - Current Comprehensive Plan goals, objectives, and policies
 - CRA Approval Documents for the City and Pinellas County including meeting dates, agendas, resolutions, etc.



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- o Current architectural guidelines, if applicable
- o Historic preservation guidelines and inventory
- o Current real estate data, including housing, retail, employment
- o Current City Capital Improvements Program (CIP) and other City projects
- o Relevant information regarding existing land uses, committed private development projects, schools and churches, community organizations

TOA will also conduct field reviews to identify specific areas of opportunity and concern that may need to be addressed within the Action Plan.

In addition, TOA may request additional information from state and local agencies as needed to supplement the data listed above. This information may include any/all of the following:

- Information related to existing utilities within the study area collection from the City and/or private utilities providers.
- Demographic and economic data from the U.S. Census Bureau
- Existing market conditions data collected from Dunn & Bradstreet, Nielsen, or other third-party providers.

Once data collection is complete, TOA will coordinate with the City in organizing maps and data in support of preparing an inventory of existing conditions for the FON. The analysis will include observations of prevailing conditions and comment on their adequacy to meet contemporary standards or their departure from the prevailing conditions throughout the City.

Deliverable(s)

- Data request memo detailing data needs for completing the project.

2.0 DRAFT/FINAL PLAN PREPARATION

2.1 Draft Plan Preparation

TOA, in consultation with City staff, will assume primary responsibility for drafting the CRA Plan outline for review/approval by the City prior to the preparation of a draft plan. This outline will be included along with a listing of specific changes to plan structure/format of the existing plan document.

The draft plan will be prepared based on input received from City Staff and through data analysis. The draft will be submitted to the City for review (additions, deletions, corrections), and a Final Report will be prepared for submission for the required public hearings.



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Deliverable(s)

- Draft CRA Plan for staff review/comment

2.2 Final Plan Preparation

Once the public involvement and City review processes have been completed, the Final CRA Plan document will be prepared. Any research or modifications based on these activities will be accomplished prior to finalizing the Action Plan.

At the conclusion of the final Action Plan, the following presentations, reviews and revisions will occur:

Deliverable(s)

- Fifteen (15) copies of the Final Plan document
- One (1) electronic copy (CD/DVD) of the Final Plan document in PDF and MS Word format
- PowerPoint presentation of the Final Plan document for the City Commission for adoption

TASK 3.0 – TEAM MEETINGS, PUBLIC WORKSHOPS/ PUBLIC HEARINGS

There will be a number of meetings during the will be presented. These meetings will be spread out throughout the project. The preliminary project schedule included at the end of this proposal includes estimated dates for each of the meetings.

3.1 Kick-Off Meeting

TOA will attend one (1) comprehensive kickoff meeting with the City for the purpose of reviewing and reaffirming City's needs/objectives in the Study Area, including any additional projects that may need to be included. This meeting may include, if deemed appropriate by the City, interviews or discussion with key staff members regarding specific areas of concern and potential projects as needed to eliminate conditions of blight.

Deliverable(s)

- Meeting agenda, study area maps, and other materials as needed
- Meeting notes

3.2 Pinellas County Negotiations

TOA will provide support to City of St. Pete Beach staff during negotiations with Pinellas County regarding establishment of the CRA and the TIF projections. This task will cover up to three (3) meetings.



Deliverable(s)

- Meeting agenda, study area maps, and other materials as needed
- Meetings notes

3.3 Staff Coordination Meetings

TOA will attend up to four (4) meetings with staff for ongoing project coordination.

Deliverable(s)

- Meeting agenda, study area maps, and other materials as needed
- Meetings notes

3.4 Other Team/Agency Meetings

TOA will attend up to two (2) additional meetings, if deemed appropriate by the City, to discuss the draft findings of the report. These meetings may include Pinellas County staff, at the client's discretion. Key TOA Team member(s) will be present at these meetings and will link the balance of the Team by teleconference, if necessary.

Deliverable(s)

- Meeting agenda, study area maps, and other materials as needed
- Meetings notes

3.5 Public Workshops

TOA will prepare for and participate in one (1) interactive public workshop, which will serve to collect community input on desired projects and programs to be articulated within the Plan.

All meeting logistics (e.g., location, legal notice, materials and equipment, etc.) will be the responsibility of the City. All meeting results will be reviewed with the City, and edits will be identified for inclusion within the Preliminary Draft Plan document appendices.

Deliverable(s)

- Power Point Presentations
- Maps and graphics for viewing
- Meeting summary notes, including any revised recommendations



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3.6 Public Hearings

The TOA team will prepare the necessary presentations and attend one (1) CRA public hearing and one (1) City Commission public hearing. TOA will prepare presentations for all meetings, and we would welcome City staff facilitating and participating, if desired.

Deliverable(s)

- PowerPoint Presentation

4.0 GENERAL CONDITIONS AND PROJECT UNDERSTANDING

4.1 General Conditions

- All cost estimates assume that the City will supply TOA with all available data summarized in the specific tasks within this proposal.
- Opinions of probable costs for capital improvements will be order of magnitudes based upon a planning- level review. These are not intended to be used as cost estimates, and could change over time based on a variety of factors.

4.2 Excluded Services

The professional services that TOA will provide under the proposal/ agreement include, and are limited to, those described in Section 2.0 (Scope of Services). All other services, including, and in addition to those identified below, are specifically excluded.

- Detailed design or design development of specific projects.
- Detailed infrastructure maps beyond what is provided from the City.
- Cost estimating beyond the order-of-magnitude cost estimate for capital improvements.
- Additional graphic design beyond the graphic products and illustrations anticipated for the CRA Plan.
- Traffic study or additional planning studies beyond the public-realm analysis anticipated in the Plan.
- Economic or fiscal research beyond that described in the Scope of Work.
- Market research beyond that described in the Scope of Work.
- Detailed building condition survey beyond that described in the Scope of Work.



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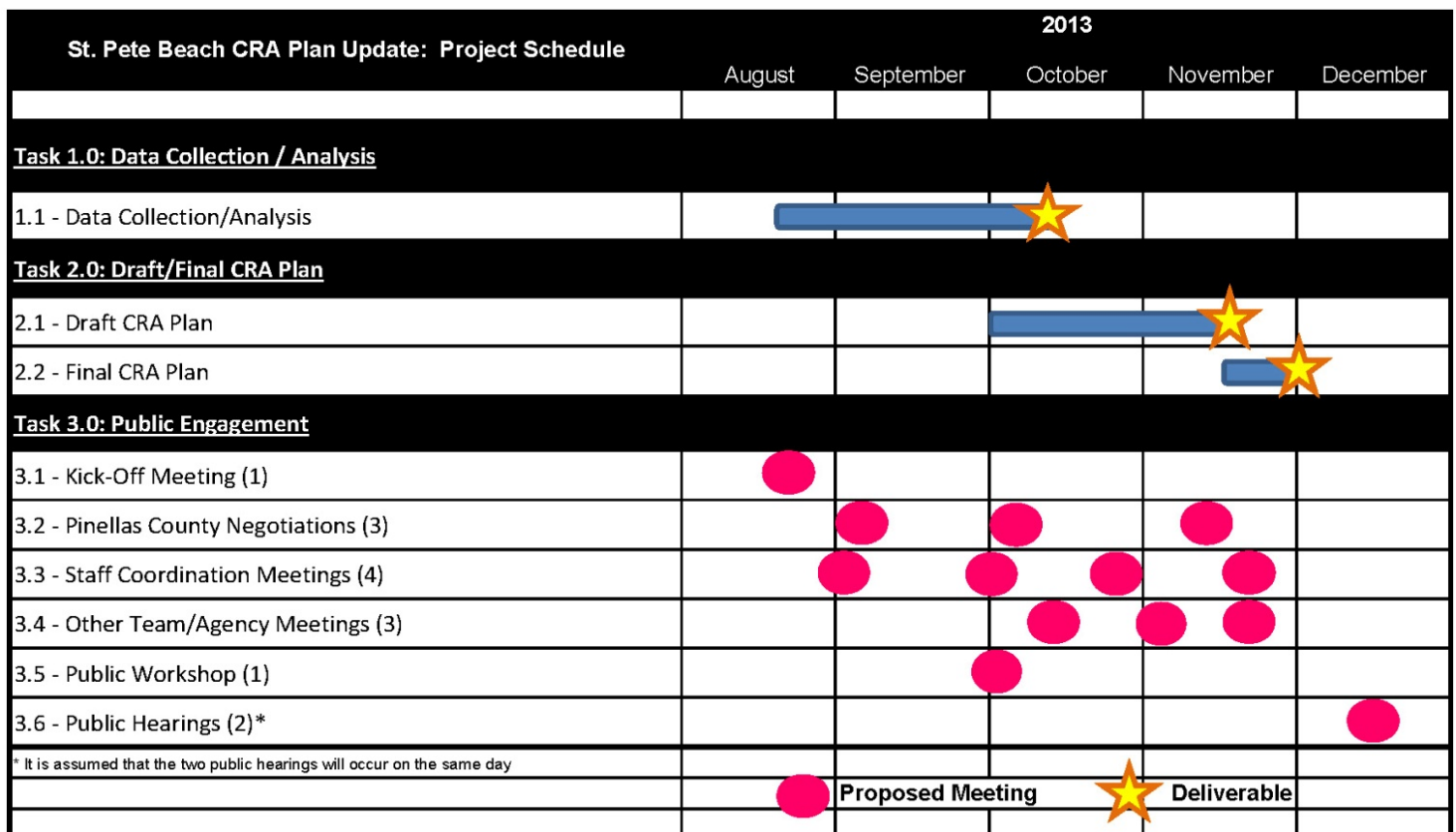
5.0 PROJECT SCHEDULE AND FEE

5.1 Project Schedule

TOA is prepared to begin work on the project immediately upon receipt of this executed proposal. Upon receipt of the data from the City, TOA will complete the tasks documented within this scope of work for the CRA Plan Update within 3.5 months of the Notice to Proceed (NTP).

This timeline assumes the following:

- The City will be able to schedule all required meetings (including any required County Commission Meetings) and public workshops and deliver written comments in a timely manner that will allow TOA ample time to complete the draft.
- The City will provide all requested data in a timely fashion in order to facilitate the planning process.





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5.2 Project Cost

TOA is prepared to begin work on the project immediately upon Notice to Proceed. In consultation with the City, TOA will perform its work in such a manner as to comply with an agreed-upon schedule. A detailed budget/cost information with hourly rates for both Part I and Part II are included.

CRA Plan Update - Budget					
Task Description	TOA			UDMS	Totals By Task
	Principal	Project Manager	Planner / Designer	Senior Economist	
	\$222.16	\$105.68	\$77.52	\$125.00	
Data Collection					
Data Collection/Field Documentation	1.0	16.0	16.0	0.0	\$3,153.36
Draft/Final Plan					
Draft Plan Preparation	6.0	80.0	60.0	10.0	\$15,688.56
Final Plan preparation	6.0	24.0	12.0	2.0	\$5,049.52
Meetings/Workshops					
Kick-Off Meeting (1)	0.0	3.0	0.0	2.0	\$567.04
Pinellas County Negotiations (3)	6.0	8.0	0.0	6.0	\$2,928.40
Staff Coordination Meetings (4)	4.0	12.0	0.0	4.0	\$2,656.80
Other Team/Agency Meetings (2)	4.0	8.0	0.0	4.0	\$2,234.08
Public Workshops (1)	3.0	8.0	12.0	2.0	\$2692.16
Public Hearings (2)	3.0	3.0	4.0	3.0	\$1668.60
Totals	37.0	167.0	108.0	36.0	\$36,638.52
	\$ 7,331.28	\$17,120.16	\$8062.08	\$4,125.00	



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6.0 Closure

If this proposal meets with your approval and you wish to direct us to proceed, please sign below as indicated and return a signed original to our office. By signing this agreement, the City of St. Pete Beach authorizes Tindale-Oliver and Associates to complete all tasks associated with completing a CRA Plan update. This contract is subject to the provisions of the Planning Services Contract between Tindale-Oliver and Associates and the City of St. Pete Beach.

The fee indicated in this agreement is valid for thirty (30) days from the date of this proposal.

Sincerely,

In agreement with Scope and Fee,

Tindale-Oliver and Associates, Inc.

The City of St. Pete Beach, Florida

Bill Ball, AICP
Chief Operating Officer
Tindale-Oliver and Associates

By: _____

As Its: _____

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

Issue Considered: Right-of-Way Utilization Permit

Date: August 27, 2013

Prepared By: George Kinney, AICP

Summary of Issue: Jackie's Bistro and Catering requests the ability to utilize City right-of-way, including three (3) Corey Avenue parking spaces, for the placement of an outdoor seating area to include tables, chairs, shading, and landscaping.

Applicant has not provided a survey citing a paragraph within the Right-of-Way Utilization Permit that appears to allow a geographical description and/or sketch in lieu of a survey.

Applicant has indicated that the certificate of insurance required by the indemnification agreement will be provided prior to the Commission meeting. Likewise, applicant has indicated that a portable awning system will be employed to keep the area shaded. Applicant has indicated that these specifications will be provided prior to the hearing.

If the City Commission is inclined to approve this request, staff would recommend that it be conditioned on the submission of survey.

Requested Motion: "I move to authorize the City Manager to enter into a Right-of-Way agreement for the utilization of City right-of-way"

Attachments: Right-of-Way Permit, Indemnification and Hold Harmless Agreement, and Supporting Exhibits

Reviewed by City Manager: MB

City of St. Pete Beach, Florida



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

Right-of-Way Utilization Permit # _____

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

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

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

Street address or description of location: _____
and is situated between _____
and _____

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

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

Permittee: Jacqueline Smit
City: _____
Telephone: 727 320 6358
Cell: _____

Address: 338-340 Corey Ave
Zip: 33706
Fax: _____
E-mail: _____

Permittee Signature: X Jacqueline Smit
COMPANY (CONTRACTOR) PERFORMING THE WORK IN THE FIELD:

Name: _____ Address: _____
Telephone: _____ Cell: _____

AUTHORIZED BY: _____ DATE OF ISSUANCE: _____

CIP Construction Manager:

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

Photos Required: _____ Sod Placement Required: _____

Storm water BMPs Installation Required: _____

Wastewater Pipe Televising Required: _____

Storm water Pipe Televising Required: _____

Public Notification Required: _____

Survey Marker or Geodetic Monument Replacement Required: _____

Pavement Restoration Required: _____

Curb or Sidewalk Restoration Required: _____

Other Restoration Work Required: _____

Other Comments: _____

CONDITIONS OF APPROVAL

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

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

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

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

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

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

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



Right of Way Permits

A Right-of-Way Use Permit is required for any work performed in the public right-of-way (including but not limited to sewer or water extensions, franchise utility work, storm drainage, driveway connections, sidewalks, curbs and gutters, landscaping, undergrounding of utilities, street lighting, paving or any other excavation or pertinent installation in the right-of-way).

Submit the application for the permit, traffic control plans, and engineering plans and specifications to the Public Services Department, CIP Construction Manager.

Contact Information:

Renee Cooper, CIP Construction Manager
City of St. Pete Beach
Office: 7581 Boca Ciega Dr.
Mailing: 155 Corey Ave.
St. Pete Beach, FL 33706

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2013, between JACKIE'S BISTRO AND CATERING, hereinafter referred to as "THE BENEFICIARY" and the CITY OF ST. PETE BEACH, hereinafter referred to as "CITY".

WHEREAS, THE BENEFICIARY operates a business and owns or leases property adjacent to Corey Avenue between Boca Ciega Drive and Blind Pass Road; and,

WHEREAS, THE BENEFICIARY desires to utilize a portion of this City right-of-way, including three (3) parking spaces, for the placement of an outdoor seating area to include tables, chairs, and landscaping as shown in Exhibit B; and,

WHEREAS, The BENEFICIARY will utilize this outdoor seating area to compliment the adjacent indoor bistro business; and,

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

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

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

4. Term: This Agreement shall remain in force for the period during which the outdoor seating area shown in 'Exhibit B' remains situated on or within the public right-of-way. Unilateral termination of this agreement may be made by either party with a minimum of 30-days written notice. If this agreement is terminated, the outdoor seating area shall be immediately removed at the expense of the BENEFICIARY.
5. Assignment: This Agreement shall be binding upon THE BENEFICIARY, its assignees and successors in interest.
6. Mutually Agreed Conditions: THE BENEFICIARY has offered the following to this Agreement:
 - a. THE BENEFICIARY shall assure that the distribution and consumption of alcohol is monitored consistent with any conditions required of the relevant liquor license and other relevant local or state law.
 - b. THE BENEFICIARY will be responsible for maintaining all landscaping and assuring the area is free of trash and litter at all times.
 - c. THE BENEFICIARY shall assure that the adjacent sidewalk remains unobstructed at all times.
 - d. THE BENEFICIARY shall not place or locate banners or signage within the right-of-way.
 - e. THE BENEFICIARY shall install protective barriers between the seating area and vehicle use area prior to utilizing the site for outdoor seating.
 - f. THE BENEFICIARY shall assure that lighting will be directed inward and not spill on to adjacent property.

WITNESSES:



Jackie's Bistro and Catering

**STATE OF FLORIDA
COUNTY OF PINELLAS**

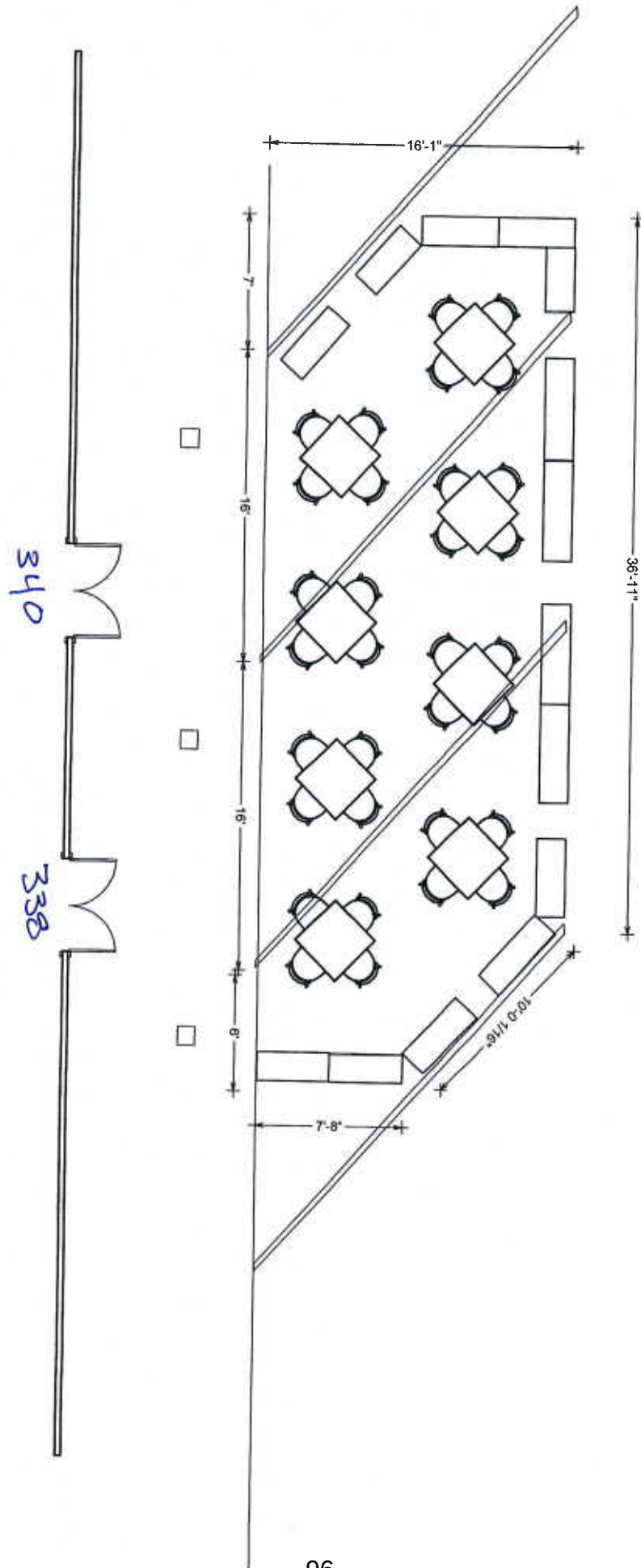
BEFORE ME, the undersigned authority, this date personally appeared _____, who is personally known to me or has produced _____ (type of identification) as identification and who did take an oath, and who after being sworn, deposes and says:

CITY OF ST. PETE BEACH

Michael P. Bonfield, City Manager

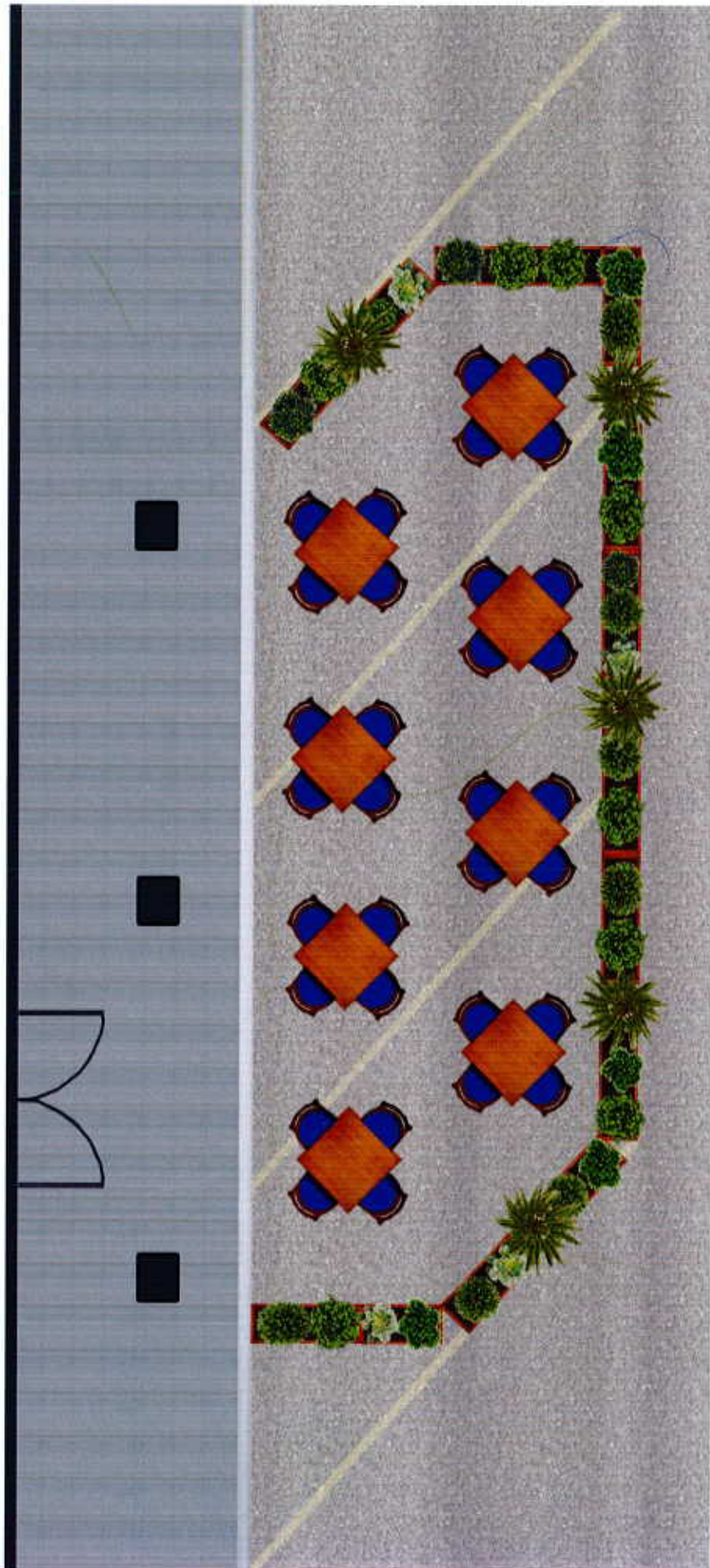
ATTEST:

**City Clerk
City of St. Pete Beach**



340

330



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

ISSUE CONSIDERED: First reading of Ordinance 2013-17 amending Part II of Chapter 82 of the Code of Ordinances of the City of St. Pete Beach by the adoption of Article VI consisting of sections 82-283 to 82-294 inclusive; providing for the operation of golf carts upon designated streets; providing for restrictions relating to operation of golf carts upon designated streets; providing for restrictions related to the operation of golf carts; providing that the operation of golf carts on said city streets shall constitute a license between the city and the golf cart owner or operator; providing that in the event such license is rescinded by subsequent ordinance over the portions of the city on which golf carts may be operated is contracted or otherwise changed that the golf cart owner by acceptance of a license has waived any claim against the city for any funds or action spent or undertaken in reliance on this ordinance; requiring consistency with state statute ; providing for the issuance of a decal; providing that golf carts may only be operated by individuals with a valid driver's license; providing for signage on city roads; providing for the issuance of annual licenses and the payment of fees therefore; providing for the responsibilities of the owner/operator of the golf cart; providing for specific equipment on the golf cart; providing that golf carts may be operated only by licensed drivers; providing for the repeal of all ordinances or resolutions previously adopted by the city regarding the operation of golf carts on city streets, rights of way, sidewalks, or other portions of the city; designating roads for operation of golf carts; and providing for an effective date.

DATE: August 27th. 2013

PREPARED BY: Dan O'Connor, Administrative Services Supervisor

THROUGH: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Below is a synopsis of the proposed ordinance:

- Golf carts may be lawfully operated on designated streets having a posted limit of 25 MPH or less south of but not including SR 682 the Pinellas Bay Way.
- Owner/Operators of golf carts upon designated city streets must register with the City all golf carts to be operated on designated streets, provide proof of liability insurance and pay an annual \$10.00 fee.

- Golf Carts operated on designated streets must be equipped with efficient brakes, reliable steering, a horn, safe tires, a rearview mirror and red reflective warning devices in both the front and rear.
- Golf carts may only be operated upon designated streets between sunrise and sunset unless additional equipment and safety devices including headlights, brake lights, turn signals and a windshield have been installed.
- Owner/Operators must be in possession of a valid driver's license, comply with all applicable laws and ordinances pertaining to golf cart operation, vehicle operation and parking restrictions within the City.
- The City Commission retains the unlimited legal authority to revoke, amend or to otherwise legislate as to the operation of golf carts on City streets without liability of any kind arising from its legislative decisions.
- Person(s) operating a golf cart and all person(s) who are passengers in such golf cart shall be deemed to have waived any claim against the City for its legislative decision to allow the operation of such golf carts on designated City streets.

The City Attorney has reviewed Ordinance 2013-17 and has approved same as to form.

REQUESTED MOTION: "I move to approve Ordinance 2013-17, (read title)..."

ATTACHMENTS: Ordinance 2013-17
Exhibit A – Map of designated streets

**REVIEWED BY
THE CITY MANAGER:** MB

ORDINANCE 2013-17

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING PART II OF CHAPTER 82 OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH BY THE ADOPTION OF ARTICLE VI CONSISTING OF SECTIONS 82-283 TO 82-294, INCLUSIVE; PROVIDING FOR THE OPERATION OF GOLF CARTS UPON DESIGNATED STREETS; PROVIDING FOR RESTRICTIONS RELATING TO OPERATION OF GOLF CARTS; PROVIDING THAT THE OPERATION OF GOLF CARTS ON SAID STREETS SHALL CONSTITUTE A LICENSE BETWEEN THE CITY AND THE GOLF CART OWNER OR OPERATOR; PROVIDING THAT IN THE EVENT SUCH LICENSE IS RESCINDED BY SUBSEQUENT ORDINANCE OVER THE PORTIONS OF THE CITY ON WHICH GOLF CARTS MAY BE OPERATED IS CONTRACTED OR OTHERWISE CHANGED THAT THE GOLF CART OWNER BY ACCEPTANCE OF A LICENSE HAS WAIVED ANY CLAIM AGAINST THE CITY FOR ANY FUNDS OR ACTION SPENT OR UNDERTAKEN IN RELIANCE ON THIS ORDINANCE; REQUIRING CONSISTENCY WITH STATE STATUTE; PROVIDING FOR THE ISSUANCE OF A DECAL; PROVIDING THAT GOLF CARTS MAY ONLY BE OPERATED BY INDIVIDUALS WITH A VALID DRIVER'S LICENSE; PROVIDING FOR SIGNAGE ON CITY ROADS; PROVIDING FOR THE ISSUANCE OF ANNUAL LICENSES AND THE PAYMENT OF FEES THEREFORE; PROVIDING FOR THE RESPONSIBILITIES OF THE OWNER/OPERATOR OF THE GOLF CART; PROVIDING FOR SPECIFIC EQUIPMENT ON THE GOLF CART; PROVIDING THAT GOLF CARTS MAY BE OPERATED ONLY BY LICENSED DRIVERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR RESOLUTIONS PREVIOUSLY ADOPTED BY THE CITY REGARDING THE OPERATION OF GOLF CARTS ON CITY STREETS, RIGHTS -OF -WAY, SIDEWALKS OR OTHER PORTIONS OF THE CITY; DESIGNATING ROADS FOR OPERATION OF GOLF CARTS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 316.212(1), Florida Statutes, permits municipalities to allow golf carts to be operated on municipal roads by ordinance provided that the municipality first determines that such operation would be safe; and

WHEREAS, Section 316.212(8), Florida Statutes, allows municipalities to enact regulations that are more restrictive than those contained in Section 316.212, Florida Statutes as long as appropriate signage is posted or residents are otherwise informed that the operation of golf carts is subject to a more strict standards than those provided in Section 316.212, Florida Statutes.

WHEREAS, the City Commission hereby legislatively determines pursuant to Chapter 316.212 F.S. that golf carts may safely be operated on certain designated streets within the City, and specifically finds that golf carts may safely travel on or across the public roads or streets as designated in this ordinance. The City Commission further finds that it has considered the factors regarding the public safety of such golf cart operation including the speed, volume and character of the motor vehicle traffic using the

designated road or street and has, therefore, determined that golf carts may be safely operated on said designated roads or streets, and that appropriate signage shall be placed within the City to indicate that such operation is allowed; and

WHEREAS, the City Commission has legislatively determined that the operation of golf carts on certain City streets is safe and should be allowed; and

WHEREAS, the crossing of or operation of golf carts on state roads or county roads shall be as determined by the appropriate state or county agency or authority having jurisdiction, and no crossing of or operation on state or county roads shall be allowed without the permission of the appropriate governmental authorities; and

WHEREAS, golf carts may be operated on City streets only during the hours between sunrise and sunset unless the equipment and safety devices prescribed by Florida statute have been installed; and

WHEREAS, the City finds that it is safe and in the public interest for golf carts to be operated during the hours between the hours sunset and sunrise, if such golf carts are equipped with headlights, brake lights, turn signals, a windshield and other features as required by this ordinance;

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

SECTION 1. That Chapter 82 the Code of Ordinances of the City of ST. PETE BEACH is amended by the creation of Article VI of Chapter 82 consisting of Sections 82 -283 to 82 -294, inclusive, to read as follows:

Section 82-283 Use of Golf Carts Upon Designated City Streets.

It shall be lawful for a person holding and in possession of a valid driver license to operate a golf cart, as defined by Section 320.01 (22) Florida Statute, upon certain designated streets within the boundaries of the City of ST. PETE BEACH. No such golf cart shall be operated on any other portion of the right -of -way of city, county or state roads except the paved portion of the right -of -way of said street, and there shall be no operation of golf carts on sidewalks, parks or other portions of City lands, and spurs or extensions thereof, right - of -ways or City streets except as specifically designated herein and private lands allowing such use. All use of golf carts on designated City streets shall be in strict accordance with Florida Statute 316.212 or any amendments thereto or any other provisions of Florida Statutes regulating the use of golf carts on public streets. All persons operating a golf cart on City streets must comply with all other applicable traffic laws regarding the operation of such a vehicle. Nothing herein shall relieve the operator of a golf cart from compliance with all laws and ordinances otherwise pertaining to the operation of a vehicle.

Section 82-284 Hours of Operation

Golf carts shall only be operated on the City streets designated in this Article during the hours between sunrise and sunset unless the equipment and safety devices prescribed in Section 23.21 and Section 316.212(5), Florida Statutes, have been installed.

Section 82-285 Crossing State and County Roads.

Nothing herein shall be deemed to authorize the operation of a golf cart on a state or county road or right-of-way or to allow the crossing of a state or county road other than at such crossings and in such locations as shall be permitted and specified by the State of Florida, or an administrative agency thereof, or by Pinellas County.

Section 82 -286 Licensed Use; Revocable.

The operation of a golf cart on designated City streets shall be deemed to be a licensed use of those streets and to be revocable upon the will of the City Commission in its legislative capacity based on its consideration of the health, safety and welfare of the public arising from such use. The issuance of a license or other permission for the operation of golf carts on City streets shall not limit or otherwise preclude the City Commission from the amendment of this Article, revocation of this Article, contracting or expanding the streets or roads on which golf cars can be operated, or the designation of crossing points for state and county roads. All persons operating golf carts on City streets under this license from the City of ST. PETE BEACH shall do so on the condition that there shall be no claim for any monetary loss or other claim for the loss of allowed golf cart operation on such streets or any monetary claim therefore based on a claim for action in reliance on the provisions of this Article. The City Commission retains the unlimited legal authority to revoke, amend or to otherwise legislate as to the operation of golf carts on City streets without liability of any kind arising from its legislative decisions.

Section 82-287 Waiver of Claim.

Any person operating a golf cart enjoying a license for such purpose and all persons who are passengers in such golf cart shall be deemed to have waived any claim against the City for its legislative decision to allow the operation of such golf carts on designated City streets in compliance with this Article, and this Article is declared by the City Commission to be a legislative act of the City pursuant to the authority granted by state statute.

Section 82-288 Parking.

This section shall be applicable to such areas as are specifically designated for vehicle parking use either on city streets or off the right-of-way of city streets. Golf carts operated on designated city streets, when parked in public parking spaces, in parking lots owned and controlled by the city, or in such other areas as are designated by

signage or ground marking for such usage, and on public lands specifically allowing such use such golf carts shall be parked in a manner as required by law for use of these spaces by vehicles.. Identified handicapped parking spaces may be used by golf carts complying with the law for use of these spaces by vehicles.

Section 82-289 Driver License.

All persons operating a golf cart on designated City streets shall, upon request of a law enforcement officer, be in possession of a valid driver license; it shall be unlawful for a golf cart to be operated on designated City streets by any person who is not the owner of and in possession of a valid driver license.

Section 82-290 Registration of Golf Carts.

All golf carts operating on City streets, prior to such operation, shall be registered with the City of ST. PETE BEACH on an annual basis by such persons and in such a manner as is administratively determined by the City Manager. The registration process shall include the payment of an annual registration fee in the amount of Ten Dollars (\$10.00). An inspection to verify road worthiness, and the presence of required equipment may be instituted by the City as a condition of registration and operation of a golf cart on City designated streets. Decals reflecting a valid registration must be visibly affixed to each registered golf cart on the back driver's side of said golf cart in a location that is easily visible to law enforcement personnel. Such registration and decal must be current at all times the golf cart is operated on City streets. No registration is required for golf carts which are not operated on City streets.

Section 82-291 Required Equipment.

All golf carts operated on designated city streets must be equipped with efficient brakes, reliable steering, a horn meeting the standards of F.S. § 316.271, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear of such golf cart, at all times while the golf cart is operated on designated city streets. All golf carts operated between sunset and sunrise on designated city streets shall also be properly equipped with headlights, brake lights, turn signals and a windshield.

Section 82-292 Designated Streets.

The city streets within the borders delineated on the exhibit "A" attached hereto are the designated city streets on which golf carts may be operated, and only in those designated areas.

Section 82-293 Areas of Legal Operation.

The portions of the city in which golf carts may be lawfully operated consist of all streets having a posted speed limit of 25 MPH or less, south of but not including SR 682 the Pinellas Bay Way.

Section 82-294 Number of Occupants, Speed and Required Insurance.

- (a) The number of occupants in any golf cart being operated on the designated streets of the city shall be restricted to the number of seats on the golf cart, not exceeding the number of persons for which the golf cart was designed and which is consistent with the number of seats provided by the golf cart manufacturer.
- (b) It shall be unlawful for any occupant of a golf cart to stand at any time while the golf cart is in motion.
- (c) All golf carts permitted to travel on designated city streets within the city shall have a maximum attainable speed of 20 miles per hour.
- (d) It is unlawful for a person to drive a golf cart at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law. It is the duty of the operator of a golf cart to leave the paved surface of a designated street to allow other motor vehicles to proceed at the lawful speed on such street as an exception to section 82-283 and subparagraph (e) below.
- (e) It is unlawful for a golf cart to be operated on city sidewalks, rights-of-way and other locations on which a motor vehicle cannot be operated, and as proscribed by state statute or city ordinance, except for compliance with subparagraph (d) above.
- (f) It shall be unlawful for any golf cart to be operated on the designated streets of the city unless and until the owner(s) thereof has purchased liability insurance insuring against personal injury and damage to property relative to the operation of golf carts on said designated city streets. The said insurance must be in full force and effect at all times the golf cart is operated on designated city streets. Proof of insurance must be presented to the city upon registration and licensing of the golf cart to operate on designated city streets, and to a law enforcement officer or code enforcement officer upon request.

Section 82-295 Enforcement.

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

Violations of this Article shall constitute a non-criminal infraction to be enforceable pursuant to the provisions of Section 316.212(8), Florida Statutes, and City ordinances by a law enforcement officer or City Code Enforcement Officer as such officer's legal authority and jurisdiction allows. Code Enforcement Officers shall have the right to enforce all matters having to do with golf cart required equipment, the streets upon which golf carts may be operated, the lawful parking of golf carts and all other matters not exclusively within the jurisdiction of and lawful authority of law enforcement officers.

In addition, other avenues for the enforcement of violations of this Article may be enforced by St. Pete Beach Enforcement Officers and the City of St. Pete Beach Special Magistrate, as their jurisdiction and legal authority allows.

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

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

SECTION 4. This Ordinance shall become effective immediately upon final passage as provided by law.

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



July 16, 2013



The portions of the City in which golf carts may be lawfully operated consist of all streets having a posted speed limit of 25 MPH or less south of but not including SR 682 the Pinellas Bay Way.