

Table of Contents

Agenda	3
Approval of minutes for the November 12, 2013 City Commission Shade Meeting and Regular Meeting.	
11-12-2013 Shade	6
11-12-2013 Regular.	8
Ratification of the City Manager decision to pay an invoice from Rowland Inc. in the amount of \$13,638.28 for emergency set-up and maintenance of by-pass pumps at the Master Pump Station.	
By-Pass Pump Set-Up Agenda Report	16
By-Pass Pump Set-Up Invoice	17
Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$24,200 to provide engineering services for locating and evaluating force main #3.	
Force Main 3 Locate Agenda Report	25
Force Main 3 Locate Proposal	26
Authorize the City Manager to enter into a purchase agreement with Play Space Services, Inc. for \$50,500 for playground resurfacing at Lazarillo Park.	
Lazarillo Park Resurface Agenda Report	29
Lazarillo Park Resurface Purchase Agreement.	30
Lazarillo Park Resurface Proposal	33
Authorize the City Manager to sign an Interlocal Agreement with Pinellas County to secure \$50,000 in grant monies to make repairs at the 7th, 8th and 12th Ave dune walk-overs.	
Dune Walk-Over Grant Agreement Agenda Report.	34
Dune Walk-Over Interlocal Agreement	35
Authorize the City Manager to enter into a purchase agreement with FRS Environmental Remediation, Inc., for \$66,500 for tennis court improvements.	
Tennis Court Resurface Agenda Report	40
Tennis Court Resurface Purchase Agreement	41
Tennis Court Resurface Bid Tab	45
Conditional Use/Variance 2013-0042, Request to permit the establishment of a commercial off-premise parking lot and relief from Sections 22.8 (landscaping), 23.5 (parking spaces), 33.9 (front setback), 39.10 (sidewalk width) and 39.14 (landscaping) of the St. Pete Beach Land Development Code. Quasi-Judicial Hearing	
Case 2013-0042 Agenda Report	46
Case 2013-0042 Exhibit	47
Authorize the City Manager to enter into a purchase agreement with Riley Electric Company, Inc. for \$178,500 for supply and installation of aesthetic median lighting.	
Median Lighting Agenda Report	83
Median Light Purchase Agreement	84
Median Lighting Bid Tab	87

Median Lighting Design	88
Authorize the City Manager to enter into a purchase agreement with Ajax Paving Industries of Florida, LLC, for \$417,700 for Street Rehabilitation.	
Belle Vista Paving Agenda Report	89
Belle Vista Paving Locations	90
Belle Vista Bid Tab	91
Library Alley Paving Proposal.	92
Ordinance 2013-28, Final Reading and Public Hearing, providing for amendment to instructor fees section 58-3(F)(5) of the fee ordinance.	
Ordinance 2013-28 Agenda Report.	93
Ordinance 2013-28	94



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, December 10, 2013

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
2. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Presentation by Library Administrator of Proposed Naming Opportunities and Donor Levels for Library Fund Raising Drive**
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Approval of minutes for the November 12, 2013 City Commission Shade Meeting and Regular Meeting.**

- b. Ratification of the City Manager decision to pay an invoice from Rowland Inc. in the amount of \$13,638.28 for emergency set-up and maintenance of by-pass pumps at the Master Pump Station.**
 - c. Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$24,200 to provide engineering services for locating and evaluating force main #3.**
 - d. Authorize the City Manager to enter into a purchase agreement with Play Space Services, Inc. for \$50,500 for playground resurfacing at Lazarillo Park.**
 - e. Authorize the City Manager to sign an Interlocal Agreement with Pinellas County to secure \$50,000 in grant monies to make repairs at the 7th, 8th and 12th Ave dune walk-overs.**
 - f. Authorize the City Manager to enter into a purchase agreement with FRS Environmental Remediation, Inc., for \$66,500 for tennis court improvements.**
- 5. Action Items**
 - a. Conditional Use/Variance 2013-0042, Request to permit the establishment of a commercial off-premise parking lot and relief from Sections 22.8 (landscaping), 23.5 (parking spaces), 33.9 (front setback), 39.10 (sidewalk width) and 39.14 (landscaping) of the St. Pete Beach Land Development Code. *Quasi-Judicial Hearing***
 - b. Authorize the City Manager to enter into a purchase agreement with Riley Electric Company, Inc. for \$178,500 for supply and installation of aesthetic median lighting.**
 - c. Authorize the City Manager to enter into a purchase agreement with Ajax Paving Industries of Florida, LLC, for \$417,700 for Street Rehabilitation.**
- 6. Ordinances**
 - a. Ordinance 2013-28, Final Reading and Public Hearing, providing for amendment to instructor fees section 58-3(F)(5) of the fee ordinance.**
- 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 SHADE MEETING

MINUTES

November 12, 2013

5:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENT:

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

ALSO PRESENT:

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

1. Order of Business

a. James Anderson, Joseph Kody, and John Miller v. City of St. Pete beach, Case No. 13-3401GM

b. James Anderson v. City of St. Pete Beach, et al., Case No. 2D12-5969

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

At approximately 5:03 p.m., Mayor McFarlin adjourned the meeting to the Attorney - Client Session.

2. Reopen Public Session

At approximately 5:40 p.m., Mayor McFarlin reconvened the meeting.

3. Termination of the Attorney Client Session

Mayor McFarlin announced the termination of the Attorney Client Session.

4. Adjournment

At 5:43 p.m., Mayor McFarlin adjourned the meeting.

Attest:

Rebecca C. Haynes, CMC/City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

November 12, 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, CMC/City Clerk
Steve Hallock, Public Services Director
George Kinney, Community Development Director
Jennifer McMahon, Recreation Director
Deputy Mancusi, PCSO

1. Changes to the Agenda

City Manager Bonfield requested to add a presentation by the Recreation Director as Item 2(b).

2. Presentations

a. Introduction of Chris Kohmann, Code Enforcement Officer

City Manager Bonfield introduced Deputy Chris Kohmann from the Pinellas County Sheriff's Office, who will serve as the City's Code Enforcement Officer.

b. St. Pete Beach Recreation Department – Lego Team

Recreation Director Jennifer McMahon introduced members of the City's Lego Robotics Team who took first place among 17 applicants in the robotics parade. The successful participants are:

- ❖ Alex Carroll
- ❖ Shane Fort
- ❖ Mason Miller
- ❖ Nicholas Morrow
- ❖ Kayla Oats

Under the guidance of Director McMahon, the elementary school team members designed and programmed the Lego robot and built the volcano 'float' pulled by the robot. The group will now prepare for a contest held in March, 2014.

3. Audience Comments

Wayne MacDowell, Captiva Cay, spoke about the passing of Augie D'Alessio, a long-time resident of the City and good friend to many. Mr. D'Alessio was involved in many projects and events in the City and served as Sergeant-Major in the United States Marine Corps. Mr. MacDowell requested the Commissioners consider naming Pass-a-Grille Park in Augie's honor.

John Michaels, Bay Street, spoke against the traffic lights on Corey Avenue and how the Sheriff's Office is operated.

Paul Pfister, Gulf Boulevard, spoke as President of North Beach Civic Association and explained flyers were distributed by the Pinellas County Sheriff's Office advising residents to lock their vehicles, homes and garage doors due to recent thefts.

Wendy Savage, Board Member of Academy By the Sea, thanked the Commissioners for their support during the approval process through Pinellas County School Board. Ms. Savage stated the school is scheduled to open by August, 2014.

Aaron Hollenbach, West Vina, spoke about broken parking meters and the Pass-a-Grille Fire Station.

4. Consent

a. Approval of the minutes for the October 8, 2013 regular meeting; the October 17, 2013 shade meeting; and the October 22, 2013 regular meeting.

b. Authorize the City Manager to accept a proposal from Seminole Septic, Inc. in the amount of \$14,400.00 to clean and televise the Pass-A-Grille Way wastewater pipe from 19th Ave to Maritana Drive.

c. Authorize the City Manager to accept a proposal from Angelides Inc. in the amount of \$14,860.00 to repair fire damage to the McKenney Park pavilion.

d. Authorize the City Manager to enter into a purchase agreement with Luke Brothers, Inc. for yearly tree trimming services in the amount of \$72,918.00.

e. Authorization for the City Manager to enter in a Memorandum of Understanding with the Suntan Art Center.

f. Ratification of the City Manager decision to accept a proposal from MWI Corporation in the amount of \$57,358.00 to provide portable bypass pumps at the Master Pump Station.

City Manager Bonfield recommended approval of Consent Items 4(a), (b), (c), (d), (e) and (f).

Mayor McFarlin called for audience comments. There were none.

Commissioner Shavlan moved to approve Consent Items 4 (a), (b), (c), (d), (e) and (f) as presented. The motion was seconded by Commissioner Parent and unanimously approved by individual roll call vote.

5. Action Items

a. Authorize the City Manager to accept proposals from Xylem Water Solutions USA, Inc. in the amount of \$337,757.00 for new Master Pump Station pumps and \$130,400.00 for new Pump Station #2 pumps.

Public Services Director Steve Hallock explained that four pumps at the Master Pump Station became inoperable and emergency by-pass measures were implemented. Mr. Hallock noted that the expedited process will save approximately \$15,000 to \$20,000 over the standard bid process.

Commissioner Shavlan moved to approve Item 5(a), waive the bid requirement and authorize the City Manager to accept a proposal from Xylem Water Solutions in the amount of \$337,757.00 for new Master Pump Station pumps and \$130,400.00 for new Pump Station #2 pumps. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

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

b. Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$30,000.00 to provide engineering services for installation of new pumps in the Master Pump Station north wet-well.

Commissioner Parent moved to approve Item 5(b), authorizing the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$30,000.00 to provide engineering services for installation of new pumps in the Master Pump Station north wet-well. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

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

Mr. Bonfield noted that the approval of Items 5(a) and (b) will require the use the majority of all the Waste Water Fund reserve money.

c. Authorize the City Manager to accept a proposal from Land & Water Engineering Science (LWES) in the amount of \$28,091.00 to assist the City in finalizing a conceptual design for the Egan Park Improvement project.

City Manager Bonfield noted that the City purchased the parcel of land adjacent to Egan Park in 2009 which was offset by a conservation fund grant through the Florida Department of Environmental Protection. As a condition of the funding approval, the City is required to make improvements to the property. A conceptual plan was submitted as part of the grant application. Mr. Bonfield noted further discussions as part of the design plan will be held to finalize the improvements.

Vice Mayor Huhn moved to approve Item 5(c), authorizing the City Manager to accept a proposal from Land & Water Engineering Science (LWES) in the amount of \$28,091 to assist the City in finalizing a conceptual design for the Egan Park Improvement project. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Michael Lehman, 80th Avenue, spoke in support of taking precautions to protect the environment.

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

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

6. Ordinances

a. Ordinance 2013-25, First Reading and Public Hearing, amending Divisions 2, 30, and 37 of the City of St. Pete Beach Land Development Code and providing for permitted and conditional uses that are consistent with the St. Pete Beach Comprehensive Plan.

Community Development Director George Kinney explained that the Planning Board requested staff to review permitted uses in the Town Center-1 (TC-1) and Town Center-2 (TC-2) zoning districts. Definitions were modified to prohibit certain personal service uses and certain retail uses in TC-1 and TC-2, not city-wide.

Vice Mayor Huhn moved to approve Item 6(a), Ordinance 2013-25, an ordinance amending Divisions 2, 30, and 27 of the Land Development Code of the City of St. Pete Beach, Florida providing for permitted and conditional uses that are consistent with the St. Pete Beach Comprehensive Plan; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

Joanne Lentino, Boca Ciega Drive, questioned the tenancy of a new business on 75th Avenue.

John Michael, Bay Street, encouraged the Commissioners to focus on the supply and demand to determine business's success rather than 'over-managing' the type of business permitted.

Michael Lehman, 80th Avenue, spoke in support of the proposed changes for the TC-1 and TC-2 districts.

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

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

b. Ordinance 2013-26, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General Fund for the fiscal year ending September 30, 2013, providing for funding, and providing for an effective date.

Administrative Services Director Elaine Edmunds explained that the proposed ordinance provides for budget adjustments for the FY 2013 budget. The budget is adopted by departments and Ms. Edmunds reviewed the individual department adjustments.

Commissioner Parent moved to approve Item 6(b), Ordinance 2013-26, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General 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.

John Michael, Bay Street, spoke against fire inspection fees.

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

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

c. Ordinance 2013-27, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation and revenue for fiscal year 2014 to the Capital Project, Wastewater and Stormwater Funds and providing for funding.

Ms. Edmunds noted the proposed ordinance addresses the projects that are approved and completed, approved but not yet completed and/or new projects.

Commissioner Parent moved to approve Item 6(c), Ordinance 2013-27, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the Capital Project Wastewater and Stormwater Funds for Fiscal Year ending September 30, 2013; providing for funding; providing for an effective date. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Rosemary Manning, 1st Avenue, asked if the parking meters will be upgraded to work in conjunction with mobile phones, and noted the public television channel and website need improvements.

Joanne Lentino, Boca Ciega Drive, complimented the Recreation Department on the programs offered.

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

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

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

a. Short Term Rentals

Mr. Bonfield noted that state laws prohibit passing new legislation that limits the rental of single family homes on a short term basis. Commissioners discussed various alternatives.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported that the Boat Parade is December 6th with the Land Parade on December 14th, golf cart parking stickers are available at City Hall, and Corey Avenue workshops will be held next Wednesday and Thursday for public input. Mr. Bonfield then congratulated Jack and Marge Phillips on their 65th wedding anniversary. He listed the upcoming agenda items for the December 10th City Commission meeting.

City Attorney Davis reported that neither Mr. nor Ms. Churuti are able to attend the next meeting and may participate via telephone, or have a staff attorney attend to represent Bryant Miller Olive.

Commissioner Pletcher reported the Vina del Mar Garage Sale and the Chowder Challenge sponsored by the Gulf Beaches Historical Museum were successful.

Commissioner Shavlan noted the Don Cesar Property Owners Association will hold their homeowners' meeting Wednesday, and he discussed the flood insurance status and golf cart regulations.

Commissioner Parent reported on the memorial service held to honor Mr. Augie D'Alessio. Mr. Parent discussed his last roundtable meeting, the Lego Robotics contest, the Citizens' Academy sponsored by Pinellas County Sheriff's Office (PCSO), the grand re-opening of Simply Perfect, Kaplar's Glass Studio, Veterans' Day celebrations, Pinellas County School Board meeting, the Don Cesar's anniversary, the ribbon cutting at Sazon's restaurant, the Florida League of Cities conference, the celebration of the completion of a new home for Sergeant and Mrs. Claybaker built by Homes for Heroes, the November 27th Big C meeting, the 100 Artists Show, the PCSO's Ride and Run, and the chili cook-off event.

Vice Mayor Huhn reported on the opening of a new park in District 3, the November 17th Family Photo Day at the Gone to the Dogs, the concierge event on Corey Avenue on Wednesday, the Corey Avenue sidewalk sale November 14th through the 17th, Small Business Saturday on November 30th, and the Academy By The Sea request to Pinellas County School Board.

Mayor McFarlin discussed the Chowder Challenge and updated flood insurance rates through Lloyds of London.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:10 p.m.

Attest:

Rebecca C. Haynes, CMC/City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

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

Issue Considered: Ratification of the City Manager decision to pay an invoice from Rowland Inc. in the amount of \$13,638.28 for emergency set-up and maintenance of by-pass pumps at the Master Pump Station.

Date: December 10, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: On 10/26/13 we had 2 pump failures at the Master Pump Station. The 3rd and 4th pumps had already failed earlier. This left us with no operating pumps at the Master Pump Station and we had no choice but to expedite getting portable bypass pumps on site so we can pump the wastewater out of the City.

At the 11/12/13 meeting City Commission approved the by-pass pump rental for the next 6 months. The invoice from Rowland Inc. is for the emergency pump set-up and then putting a more permanent set-up in place for the next 6 months we'll be running on by-pass.

The by-pass pumps have had no issues the last few weeks and we are confident the set up will work until the new permanent pumps can be installed.

Requested Motion: "I move to ratify the City Manager decision to pay an invoice from Rowland Inc. in the amount of \$13,638.28 for emergency set-up and maintenance of by-pass pumps at the Master Pump Station."

Attachments: Rowland Inc. Invoice

**Reviewed by
City Manager:**

MB

ROWLAND INC.

6855 102ND AVENUE NORTH
PINELLAS PARK, FL 33782
727/545-3815 Fax 727/546-8464

INVOICE

INVOICE NO: 0001098
DATE: November 6, 2013

To **MR. MIKE MAXEMOW**

Reference: **MASTER PUMP STATION
BY-PASS PUMPING**

CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETERSBURG, FL 33706

ROWLAND JOB 12-00

SALESPERSON	P.O. NUMBER	DATE COMPLETED	SHIPPED VIA	F.O.B. POINT	TERMS
KEN ROWLAND		11/5/13			30 DAYS NET

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1L.S.	SET-UP AND MAINTAIN BYPASS PUMPING FOR THE CITY'S MASTER PUMP STATION (SEE ATTACHED BACKUP) PRICES BASED ON OUR CURRENT CONTRACT WITH THE CITY OF ST. PETERSBURG PROJECT NUMBER 913-78, UNSCHEDULED REPAIRS FY 2011		\$13,638.28
TOTAL DUE			\$13,638.28

Make all checks payable to: **ROWLAND INC.**

THANK YOU FOR YOUR BUSINESS!

Rowland, Incorporated
City of St. Pete Beach
Master Pump Station - By-Pass Pumping

Item	Description	Quant.	u/m	Unit cost	Total
G	General				
G-1.2	Mobilization - Immediate Response	1.00	EA	1,000.00	1,000.00
G-20.1	Site Super Hourly	9.00	Hour	83.00	747.00
G-20.2	Foreman Hourly	0.00	Hour	63.00	0.00
G-20.3	Operator Hourly	0.00	Hour	47.00	0.00
G-20.4	Truck Driver Hourly	28.00	Hour	35.00	980.00
G-20.5	Pipe Layer Hourly	6.00	Hour	37.00	222.00
G-20.6	Laborer Hourly	6.00	Hour	33.00	198.00
G-20.11	Site Super Overtime Hourly	0.00	Hour	93.00	0.00
G-20.12	Foreman Overtime Hourly	18.00	Hour	73.00	1,314.00
G-20.13	Operator Overtime Hourly	0.00	Hour	57.00	0.00
G-20.14	Truck Driver Overtime Hourly	15.50	Hour	45.00	697.50
G-20.15	Pipe Layer Overtime Hourly	0.00	Hour	47.00	0.00
G-20.16	Laborer Overtime Hourly	0.00	Hour	43.00	0.00
G-30.1	Foreman Truck w/ Tools	16.00	Hour	25.00	400.00
G-30.2	Job Truck w/Tools	49.50	Hour	30.00	1,485.00
G-30.3	Tractor & Trailer Heavy Transport	0.00	Hour	25.00	0.00
G-30.4	Tractor & Trailer Light Transport	0.00	Hour	20.00	0.00
G-30.5	Track Hoe (up to 100 H.P.)	0.00	Hour	85.00	0.00
G-30.6	Track Hoe (101 to 170 H.P.)	0.00	Hour	115.00	0.00
G-30.7	Track Hoe (171 H.P. and up)	0.00	Hour	125.00	0.00
G-30.8	Rubber Tired Backhoe	0.00	Hour	55.00	0.00
G-30.9	Wheel Loader (Up to 150 H.P.)	0.00	Hour	60.00	0.00
G-30.10	Wheel Loader (151 H.P. and up)	0.00	Hour	65.00	0.00
G-30.11	Track-Type Tractors (Up to 100 H.P.)	0.00	Hour	20.00	0.00
G-30.12	Track-Type Tractors (101 H.P. and up)	0.00	Hour	25.00	0.00
G-30.13	Dump Truck (tandem)	18.00	Hour	40.00	720.00
G-30.14	Plate Tamp	0.00	Hour	5.00	0.00
G-30.15	3" Trash Pump	0.00	Hour	5.00	0.00
G-30.16	4" Double Diaphragm Pump	0.00	Hour	8.00	0.00
G-30.17	Air Compressor (125 C.F.M. Minimum)	0.00	Hour	12.00	0.00
					7,763.50
M-13	Miscellaneous Items				5,340.71
	10% allowable markup on miscellaneous items				534.07
TOTAL = \$					13,638.28

Rowland, Incorporated

Item	Description	Total Hours	Date Worked											
			10/26/13	10/27/13	10/28/13	10/29/13	10/30/13	10/31/13	11/01/13	11/02/13	11/03/13	11/04/13	11/05/13	
LABOR														
G-20.1	Site Supervisor Hourly	9.00												
	G. McNary	9.00	0.00	0.00	6.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00
G-20.12	Foreman Overtime Hourly	18.00												
	R. Perry	9.00	5.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	M. Sully	9.00	5.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G-20.4	Truck Driver Hourly	28.00												
	C. Robbins	28.00	0.00	0.00	3.00	5.00	4.50	4.50	4.50	0.00	0.00	0.00	4.50	2.00
G-20.14	Truck Driver Overtime Hourly	15.50												
	C. Robbins	15.50	0.00	5.50	0.00	0.00	0.00	0.00	0.00	5.50	4.50	0.00	0.00	0.00
G-20.5	Pipe Layer Hourly	6.00												
	D. Chambers	6.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G-20.6	Laborer Hourly	6.00												
	J. Baez	6.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Rowland, Incorporated

Item	Description	Total Hours	10/26/13	10/27/13	10/28/13	10/29/13	10/30/13	10/31/13	11/01/13	11/02/13	11/03/13	11/04/13	11/05/13
EQUIPMENT													
G-30.1	Foreman Truck w/Tools	16.00											
	PU-58	10.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PU-59	6.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G-30.2	Job Truck w/Tools	49.50											
	PU-54	11.50	0.00	5.50	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	FB-21 (Fuel)	38.00	0.00	0.00	3.00	5.00	4.50	4.50	4.50	5.50	4.50	4.50	2.00
G-30.13	Dump Truck (tandem)	18.00											
	FB-24 (Boom Truck)	18.00	5.00	4.00	6.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00

Rowland, Incorporated

			Total	Date Worked	
Invoice #	Company	Description		10/30/13	
Miscellaneous					
Miscellaneous Items			5,340.71		
260012607	MWI	8" By-Pass Pump	2,099.25	2,099.25	0.00
	McMullen Oil	Fuel for pump - (at \$3.40 / gal + Tax)	3,241.46	0.00	0.00



MWI CORPORATION
 7905 BASELINE COURT
 TAMPA, FL 33637
 PH:(813)899-2863 FX:(813)899-2862

INVOICE

BILL TO:

ROWLAND INC
 6855 102nd AVENUE NORTH
 PINELLAS PARK FL 33782

INVOICE #: 260012607
INVOICE DATE: 10/30/2013
CONTRACT #: 260004940
RETURN SLIP:
DIVISION: MWI CORP - TAMPA
PO#: EMERGENCY MASTER LS

SHIP TO:

ST PETE BEACH MASTER LS EMERG
 BOCA CIEGA DR & 71ST AVE
 ST PETE BEACH, FL

CUSTOMER: 059360
TEL: 727-545-3815
SITE: 80
TERMS: NET 30
PAGE: 1 HH
SALESMAN: 60

US301 S TO I4 W TO I275 S TO FL682 W
 (PINELLAS BAYWAY) TO GULF BLVD N TO
 71ST AVE E TO SITE
 TAMPA HOUSE 260 SW
 BILLY GAVITT 727-423-6388
 10/30/13 CONTRACT TRANSFERRED TO CITY OF ST PETE BEACH

PRODUCT #DESCRIPTION	DATE/TIME OUT	BILLED THRU	STATUS	QTY	UNIT PRICE	AMOUNT
10289 CT008QP-T SUCTION TRASH PUMP	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	1	816.67	816.67
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				
6201-01 BATTERY	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	1	0.00	0.00
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				
BS08X10B 8" X 10' BLK SUCTION BAUER	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	1	53.33	53.33
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				
7003-09 8" BAUER SCREEN LARGE HOLE	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	1	0.00	0.00
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				
7002-02 8" BAUER 90 ELBOW	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	4	18.33	73.32
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				
7002-06 8" BAUER 45 ELBOW	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	2	18.33	36.66
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				
7001-05 8"X10' BAUER STEEL PIPE	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	3	16.67	50.01
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				
7001-04 8"X20' BAUER STEEL PIPE	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	2	25.00	50.00
		RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)				



MWI CORPORATION
 7905 BASELINE COURT
 TAMPA, FL 33637
 PH:(813)899-2863 FX:(813)899-2862

INVOICE

CUSTOMER: 059360
INVOICE #: 260012607
DATE PRINTED: 10/30/2013 09:09
PAGE: 2 HH

PRODUCT # DESCRIPTION	DATE/TIME OUT	ENTER THRU	STATUS	QTY	UNIT PRICE	AMOUNT
7004-05 8" ASA X 8" BAUER FM ADAPTER	SAT OCT 26/2013 11:00AM	WED OCT 30/2013 7:00AM	RTD:	1	8.33	8.33
RENTAL PERIOD: 3 DAY(S) 21:00 HOUR(S)						

TOT DISC: 0.00 TOT SALES: 0.00
 TOT RENTALS: 1,088.32 TOT SERVICES: 889.95

DELIVERY	1.00	250.00
AFTER HOURS		
EMERGENCY		
ENVIRONMENTAL CHARGE	1.00	9.95
ON SITE LABOR	6.00	630.00
AFTER HOURS LABOR - 6 HOURS @ 105.00/HR		
SUBTOTAL:		1,978.27
6% STATE		103.70
1% PINELLS		17.28
TOTAL:		\$ 2,099.25
BALANCE DUE:		2,099.25

Off Road Fuel

Date	Usage	u/m
10/27/2013	56	gal
10/28/2013	120	gal
10/29/2013	140	gal
10/30/2013	135	gal
10/31/2013	90	gal
11/1/2013	65	gal
11/2/2013	80	gal
11/3/2013	80	gal
11/4/2013	75	gal
11/5/2013	50	gal
Total	891	gal
Rate	3.40	\$ / gal
Subtotal Cost	\$ 3,029.40	
Tax @ 7%	\$ 212.06	
Total Cost	<u>\$ 3,241.46</u>	

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

Issue Considered: Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$24,200 to provide engineering services for locating and evaluating force main #3.

Date: December 10, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: At the 10/22/13 City Commission meeting staff recommended proceeding with locating and evaluating force main #3. As part of our ongoing efforts we need to determine the exact location and condition of the line to incorporate into future projects. We have no history of problems we can attribute to this line but want to be proactive with this critical element of our wastewater collection system. This is the last of our three primary force main lines to be evaluated. The budget adjustment for this project was approved by City Commission in November.

Requested Motion: "I move to authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$24,200 to provide engineering services for locating and evaluating force main 3."

Attachments: Kimley-Horn and Associates, Inc. Proposal

**Reviewed by
City Manager:**

MB

INDIVIDUAL PROJECT ORDER**August 12, 2013**

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

Identification of Project:**Force Main #3 Evaluation Locating****General Category of Services:**

Under this IPO, the Engineer will provide general engineering services for the evaluation, locations and designation of force main three. The force main begins at Pump Station No. 3 which is located in the park at the corner W. De Bazan Ave. and Alhambra St. We currently believe that Force Main #3 discharges in to the existing gravity sewer at manhole El Centro St. The work to be included will be as follows:

1. Locate the force main.
2. Check the force main for physical integrity.
3. Survey and map the location of the existing force main
4. Provide a technical memorandum summarizing the findings.

Specific Scope of Services:**Task 1 – Force Main designates and locates from Lift Station #3 to El Centro Street**

- 1.1 Our Sub-consultant will designate the force main from the lift station to El Centro Street by using ground penetrating radar. Then paint the designated utilities for survey. Eight vacuum locates will be performed to truth the ground penetrating radar results. A rod and cap or nail and tin will be placed at all vacuum locates for survey. It is anticipated that one day of Maintenance of traffic may be required.
- 1.2 KHA will check the wall thickness of the pipe at each vacuum location. The findings will be summarized in a technical memorandum.

Task 2 – Final Design/Permit Applications

- 2.1 Our sub-consultant will perform a Topographic / SUE Survey of the Force Main #3 located along E De Bazan Avenue, Casablanca Avenue and 35th Avenue in St Pete Beach, Florida.
- 2.2 Our Sub-consultant will determine ground elevations at each of the vacuum utility excavation described above. All elevations will be referenced to the NAVD 88 vertical

datum. 2 Project Benchmarks will be established. All data will be referenced to Florida State Plane Coordinates – NAD 83/11 datum –Florida West Zone.\

- 2.3 KHA will provide a CD Rom containing the survey drawing(s) AutoCAD format prepared to the client's CAD/layer specifications.

This project will require no more than thirty (30) calendar days to complete from our receipt of a written "notice to proceed."

Task 3 – Technical Memorandum

- 3.1 KHA will prepare a technical memorandum summarizing the findings from the above referenced tasks. The memorandum will discuss location of the force main and any areas that may require easements. The condition of the force main will be discussed based on comparing the wall thickness of the pipe verses cut sheet information found in current manufactures catalogs.
- 3.2 KHA will provide the City with a PDF copy of the memorandum and hard copies of signed and sealed location surveys of the force main route.
- 3.3 KHA will conduct one meeting with the City to review the memo and findings.

FEE AND BILLING

KHA will accomplish the services outlined in Task 1-4 for the lump sum budget of \$163,000.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (KHA) dated, dated January 8, 2013.

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

Task 1 – Force Main Locate and Designate	\$11,900
Task 2 – Survey	\$8,900
Task 3 – Technical Memorandum	<u>\$ 3,400</u>

LUMP SUM	\$24,200
-----------------	-----------------

Additional Services if required:

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

Method of Compensation:

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

Other Special Terms of Individual Project Order:

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

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
David Walthall, PE

TITLE: _____

TITLE: Vice-President

DATE: _____

DATE: 10/10/13

M:\Common\MKTG\Public\City of St. Pete Beach\IPO Force Main Evaluation Location 8.1.13.doc

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Play Space Services, Inc. for \$50,500 for playground resurfacing at Lazarillo Park.

Date: 12/10/13

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Due to the harsh sun and rain environment in Florida causing material deterioration, the playground surfacing materials installed in the City's playgrounds has to be placed on a regular replacement schedule in order to keep the playgrounds a safe place to play. Lazarillo Park is next on that schedule. This playground surfacing is more intensive than that of other playgrounds due to the difference in fall heights from the equipment. New surfacing varies in thickness from 2" to 3" based upon the equipment height. City staff will complete the demolition of the existing playground surfacing, clean up and prep the existing concrete slab. The new surfacing is a poured in place rubber surface similar to what was just recently installed at Bill Curotto Park. Equipment at Lazarillo Park is not being replaced at this time.

The City is utilizing contract pricing available from the School District of Osceola County Contract #08/09-3 for this project. We investigated playground surfacing contracts we can piggyback on and this offers the best pricing. This project is approved in the FY 2014 budget and \$50,000 has been earmarked.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Play Space Services, Inc. for \$50,500 for playground resurfacing at Lazarillo Park."

Attachments: Purchase Agreement
Detailed Quotation

**Reviewed by
City Manager:**

MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Play Space Services, Inc.
Lazarillo Park Playground Resurfacing

THIS AGREEMENT is hereby executed this 10th day of December, 2013, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Play Space Services, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than 03/14/14.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$50,500, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

Play Space Services, Inc.
3125 Skyway Circle
Melbourne, FL 32934

As to City:

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

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

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

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

Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY _____

BY _____

CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

MIKE DAVIS
CITY ATTORNEY

CITY CLERK

12/13/12

PROPOSAL

Date:	11/11/2013	Proposal #	9807
Prepared for:	John Kretzer	Payment Terms:	Net 30
Customer Phone:	(727) 363-9243	Proposal Valid Until:	12/1/2013
Customer Fax:		Ship To	Lazarillo Park
Organization:	City of St. Pete Beach		West Debazan Ave.
	155 Corey Ave.		St. Pete Beach, FL 33706

Scope of Services:

Sales Rep ZK

DESCRIPTION	QTY	U/M	COST	TOTAL
- CONCRETE SUB SURFACE IS EXISTING AND ALL SITE PREPARATION IS TO BE DONE BY OTHERS				
Supply, Delivery and Installation of EPDM Poured In Place Rubber Surfacing, 50% Blue/ 50% Black, to Cover an Area of 4620 sq. ft. (60' x 77') at Varying Depths to Include Rollover Edging	1	ea	53,686.20	53,686.20T
- 1410 sq. ft. at a 3.5" Depth				
- 1300 sq. ft. at a 2.5" Depth				
- 1910 sq. ft. at a 2" Depth				
(Pricing Based on The School District of Osceola County Contract #08/09-3, \$13.66 per sq. ft. at a Depth of 3.5", \$11.26 per sq. ft. at a Depth of 2.5" and \$10.36 per sq. ft. at a Depth of 2")				
- CUTOUT OF ANIMAL INLAY OF APPROX. 4' WIDE X 12' LENGTH				
- AROMATIC BINDER TO BE USED AND WILL AMBER AT THE ONSET OF COMPLETION OF INSTALLATION				
ADDITIONAL DISCOUNT	1		-3,686.20	-3,686.20T
Design Fee	1		500.00	500.00T

Subtotal \$50,500.00

Sales Tax (0.00) \$0.00

TOTAL \$50,500.00

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____ Print Name/Title: _____ Date: _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations, necessary per manufactureres specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abuttment hole so that installation can be completed over and above the charge for the original footer work.

Every effort is made to supply our customers the materials, equipment and structures as specified within this proposal. In the event of unforeseen circumstances, we reserve the right to substitute materials, equipment or structures which we deem equivalent. In these instances, the customer will be notified of the substitution.

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

Issue Considered: Authorize the City Manager to sign an Interlocal Agreement with Pinellas County to secure \$50,000 in grant monies to make repairs at the 7th, 8th and 12th Ave dune walk-overs.

Date: December 10, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City applied to the County for grant monies to make repairs to dune walk-overs in the City. The County approved \$50,000 for this project. Staff has determined that the 7th, 8th and 12th Ave dune walk-overs are the priorities at this time.

This project is approved in the FY 2014 budget. We will apply for another grant next year. Besides this project, we have received similar grants from the County in the past to re-deck the dune drive-overs and replace the street light heads on Gulf Way with turtle friendly ones.

Requested Motion: "I move to authorize the City Manager to sign an Interlocal Agreement with Pinellas County to secure \$50,000 in grant monies to make repairs at the 7th, 8th and 12th Ave dune walk-overs."

Attachments: Interlocal Agreement

**Reviewed by
City Manager:**

MB

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND THE CITY OF ST PETE BEACH
FOR
CONSTRUCTION OF NEW DUNE WALKOVERS AT
PUBLIC BEACH ACCESS SITES
(PID NO. 000139A/7002)**

**SECTION 1
INTENT OF AGREEMENT**

THIS AGREEMENT, entered into on the ____ day of _____ 2013, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the CITY OF ST PETE BEACH, a municipal corporation of the State of Florida, hereinafter called the CITY.

WITNESSETH, That:

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," and

WHEREAS, the Coastal Management portion of the COUNTY'S Capital Improvement funds exist for the specific use of public beach enhancement, and

WHEREAS, the CITY desires to provide dune walkovers for public beach access to promote and obtain environmental benefits within the community, and

WHEREAS, the CITY has demonstrated a successful dune restoration program that includes public access improvements, dune walkover maintenance, vegetation planning, and a dune preservation zone, and

WHEREAS, the COUNTY and the CITY desire to coordinate and cooperate in their efforts to enhance additional beach access sites within the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all parties, it is hereby agreed by and between the parties as follows:

SECTION 2
SERVICES TO BE PROVIDED BY THE CITY

The CITY shall be responsible for obtaining any permits or approval required from regulatory agencies. The CITY shall fully administer the design and installation of the structures. This process shall follow all competitive bidding procedures and seek at least three (3) competitive bids. The CITY shall review these bids with the COUNTY prior to the issuance of a purchase order. The locations eligible for reimbursement funding are 7th, 8th and 12th Avenue dune walkovers. The CITY agrees to assume all maintenance responsibilities associated with this project, once constructed.

SECTION 3
SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY shall reimburse the CITY according to Section 4 for the installation of three dune walkovers. The COUNTY shall reimburse the CITY for the COUNTY's share of project costs upon construction completion and invoice by the CITY.

SECTION 4
PROJECT FUNDING

The COUNTY agrees to fund 100% of the cost of constructing three dune walkovers within the CITY, up to an amount not to exceed fifty thousand and 00/100 dollars (\$50,000.00). Documentation of expenditures for the dune walkovers shall be provided by the CITY in support of the reimbursement request. The CITY's records of expenses related to requests for reimbursement shall be subject to examination, audit, and/or reproduction by the COUNTY's agent or representative, should the COUNTY determine a need for such examination. Records should be retained for three (3) years from final payment.

SECTION 5
ADDITIONAL SERVICES

The COUNTY and CITY shall not enter into Additional Services that would require additional reimbursement without advance written approval by the COUNTY. This Agreement and project is not intended to affect the current and future maintenance responsibilities of either jurisdiction and does not imply availability of future funding for this type installation.

SECTION 6
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice if conditions arise, such as lack of available funding that dictates that it is in the public interest to terminate. This document embodies the whole agreement between the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreement, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal

representatives.

SECTION 7 OFFICAL NOTICE

All notices required by law and by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Department of Environment
and Infrastructure
Attn: Coastal Coordinator
22211 US 19, Building 10
Clearwater, FL 33765

CITY: City of St. Pete Beach
Steven Hallock, Public Services Director
155 Corey Avenue
St Pete Beach, FL 33706

SECTION 8 AGREEMENT TO BE FILED WITH THE CLERK OF THE CIRCUIT COURT

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 9 TERM

This Agreement will become effective upon the date of approval and shall remain in effect until July 15, 2014.

SECTION 10 HOLD HARMLESS

The COUNTY and CITY agree to be fully responsible for their own acts of negligence, or their respective agents, contractors, and the agent's and contractor's employees acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Any contract the CITY enters into that is the subject of this agreement shall contain language that specifically indemnifies the COUNTY from any and all acts of the contractor and its agents. Nothing herein is intended to serve as a waiver of sovereign immunity by either the COUNTY or the CITY. Nothing herein shall be constructed as consent by the COUNTY or CITY to be sued by third parties in any manner arising out of this Agreement.

SECTION 11

GOVERNING LAW AND DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

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

PINELLAS COUNTY, a political
subdivision of the State of Florida,
by and through its County
Administrator

By: _____
Michael Bonfield
City Manager

By: _____
Robert S. LaSala
County Administrator

ATTEST: _____
City Clerk

WITNESS: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Office of City Attorney

By: _____
Office of County Attorney

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement with FRS Environmental Remediation, Inc., for \$66,500 for tennis court improvements.

Date: 12/10/13

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The City's tennis courts at Lazarillo Park, Vina Del Mar Park, and Hurley Park were assessed by the City's Recreation Department Director in conjunction with applying for grants to resurface the courts. In order to bring the courts back up to proper playing condition the following improvements are required:

- Lazarillo Park: Court Resurfacing, Windscreen, Fencing
- Vina Del Mar Park: Court Resurfacing
- Hurley Park: Court Resurfacing, Fencing

The City received bids for this project in March of 2013 as an unfunded CIP project. We were unable to fund the project in FY2013 and have brought it back as a CIP in FY2014. Staff has contacted the lowest qualified bidder, FRS, who has agreed to hold their bid price of \$66,500 despite an increase in industry material pricing. Advantage Courts could not be awarded the project as the company could not meet contractor licensing requirements.

The City will receive a grant to apply towards the resurfacing in the amount of \$4,050. Funding for the project was approved in November 2013 under Ordinance 2013-27.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with FRS Environmental Remediation, Inc., for \$66,500 for tennis court improvements."

Attachments: Purchase Agreement
Bid Tabulation

**Reviewed by
City Manager:**

MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
FRS Environmental Remediation, Inc.
Tennis Court Fencing and Resurfacing

THIS AGREEMENT is hereby executed this 10th day of December, 2013, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and FRS Environmental Remediation, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than March 14th, 2014.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$66,500, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

FRS Environmental Remediation, Inc.
120 E. MLK Jr. Blvd.
Tampa, FL 33603

As to City:

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

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

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

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

FRS Environmental Remediation, Inc.
Vendor

BY 

Kimball D. Eggle, SECRETARY
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004



Tennis Court Improvements

Bid Tabulation

03/29/2013

10:00AM

	<u>FRS</u>	<u>Advantage Courts</u>
Lazarillo Park		
Resurfacing	\$16,172.00	\$14,662.00
Windscreen	\$2,428.00	\$2,345.00
Fencing	\$21,844.50	\$20,896.00
Total	\$40,444.50	\$37,903.00
Vina Del Mar Park		
Resurfacing	\$9,177.00	\$7,690.00
Hurley Park		
Resurfacing	\$4,415.00	\$3,997.00
Fencing	\$12,463.50	\$11,765.00
Total	\$16,878.50	\$15,762.00
Total All 3 Projects	\$66,500.00	\$61,355.00

<u>Bid Submittal Requirements</u>	<u>FRS</u>	<u>Advantage Courts</u>
Bidder's Contract Proposal	x	x
Bid Schedule & Price	x	x
Product Information	x	None Submitted
Project Schedule	x	None Submitted
References & Qualifications (3 minimum)	x	missing e-mail addresses
Certificate of Insurance	x	x
Contractor Proof of License	x	Does not meet requirements
List of Subcontractors	x (Welch)	Self-Perform
Contractor Education	x	x
Acknowledgement of Addenda	x	None Submitted

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

Issue Considered: Public Hearing for Conditional Use 2013-0042.

Date: December 10, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Quasi-Judicial: Applicant is remodeling an existing restaurant that includes a 1,784 square foot addition. The project also includes a request to make use of a remote surface parking lot located on 58th Avenue. Accordingly, applicant is requesting Conditional Use approval pursuant to Section 33.4 of the St. Pete Beach Land Development Code to permit the establishment of a commercial off-premise parking lot. Several Variances are also necessary for landscaping relief, parking count, building setback and sidewalk width.

Requested Motion: “I move to approve Conditional Use/Variance 2013-0042”

Attachments: Staff report, site and aerial photographs, site plan, conditional use application, variance application, legal ad, and property owner notice.

Reviewed by City Manager: MB

City of St. Pete Beach, Florida
Conditional Use/Variance Application No. 2013-0042
City Commission Public Hearing – December 10, 2013

I. Property Information

Address: 5799 Gulf Boulevard and 109 58th Avenue
(Parcel ID's 06-32-16-86616-000-0070 and 36-31-15-78336-014-0060)
Owner: Nikolaos and Angela Skiadiotis (Skidders Restaurant)
Agent: Braulio Grajales

Existing Use: Existing restaurant and remote parking lot
Zoning: CC-2 (Commercial Corridor Gulf Boulevard District)

II. Request/Code Requirements

The existing restaurant lies at the southeast corner of Gulf Boulevard and 58th Avenue. There is existing parking to the rear of the restaurant structure but additional parking is necessary to support a 1,748 square foot addition proposed for the restaurant. Applicant has identified an empty lot that exists on the opposite side of 58th Avenue for this purpose. Accordingly, applicant is requesting Conditional Use approval to establish and utilize a remote parking lot pursuant to the following:

Sec. 33.4. – Conditional uses.

(e) Parking lots, commercial and/or off-premise.

In addition, variances are necessary for both the proposed remote parking area and as they relate to the restaurant addition. Those requests are as follows:

Sec. 22.8. Buffer requirements and installation standards.

To eliminate landscaping requirements.

Sec. 23.5. Number of parking spaces required.

To provide for 47 parking spaces in lieu of the 57 required.

Sec. 33.9. Setbacks or build-to lines.

To allow for a 21.6' setback where a maximum of 20' is permitted.

Sec. 39.10. Streetscape design required elements.

To retain the existing 5' sidewalk width in lieu of the 10' required.

Sec. 39.14. Garden walls, fences, and hedges.

To eliminate landscaping requirements.

III. Zoning and Comprehensive Plan

The property is zoned Commercial Corridor Gulf Boulevard District (CC-2), which permits '*Off-Premise Commercial Parking Lots*' as a Conditional Use. The Comprehensive Plan land use designation is also CC-2.

IV. Analysis/Summary

Section 4.4 of the Land Development Code sets forth the warrants that an applicant must meet in order for the Conditional Use to be granted and Section 3.12 of the Land Development Code sets forward the warrants than an applicant must meet in order for the Variances to be granted.

Remote Parking Area: The remote parking area is currently enclosed by a white vinyl fence that is nearly 100% opaque. Landscaping opportunities between the wheel stops and existing fence is limited to less than 2'. Landscaping is proposed at the entry point and to the rear of the parking area.

Setback: The setback variance for the restaurant appears reasonable because the applicant desires to follow the existing building line created by the angle of the existing structure.

Sidewalk: The restaurant structure fronts Gulf Boulevard, which is a state road and controlled by the FDOT. A 5' sidewalk exists in the right-of-way for Gulf Boulevard and the Land Development Code requires that this be widened to 10' in an effort to provide for pedestrian amenities. FDOT has recently indicated that they will not permit the applicant to make this change.

Aerial Photograph



November 14, 2013



Site Photos



Figure 1. View across 58th Avenue to proposed remote parking area



Figure 2. View west along 58th Avenue



Figure 3. View north along 58th



Figure 4. View north along Gulf Boulevard and existing setback



Figure 5. Current setback angle

Relevant Code Provisions

Sec. 3.12. Variances.

(a) Authority and approval criteria.

- (1) The appropriate board of authority may authorize variances to the land development regulations if the applicant is able to demonstrate the following conditions:
 - (a) The existence of conditions and circumstances that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same district which have complied with these regulations without hardship; that the strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building; and the peculiar conditions and circumstances are not the result of the actions of the applicant; and
 - (b) Neither a nonconforming use of neighboring lands, structures or buildings, legal or illegal, in the same district, nor a permitted use in adjacent districts shall be considered as grounds for issuance of a variance; and
 - (c) The proposed variance will not have the effect of changing any district boundary on the zoning map, nor constitute the granting of a nonconforming use. Under no circumstances shall a variance permit an increase in development density or permit a use not specifically permitted in the district; and
 - (d) The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In granting the variance, the appropriate board of authority may prescribe any conditions and safeguards it deems necessary or desirable as a condition of approval of the variance application; and
 - (e) The appropriate board of authority finds as a reasonable conclusion that hardship would unnecessarily result from a literal enforcement of the provisions of the land development regulations as set forth in the application, and the variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.
- (2) When application is made to the city commission for approval of a conditional use permit, any necessary variances shall be considered by the commission at the same time as the conditional use permit request. Such variances may be approved or denied by the city commission without regard to the disposition of the conditional use permit request.
- (3) Any variance granted hereunder shall expire one (1) year from the date of the development order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.

Sec. 4.7. - City commission review.

Upon receipt of the written staff analysis, the city commission shall hold a public hearing to consider the application for conditional use and may grant, grant with conditions or deny the application. Final action of the city commission shall be documented in the form of a development order containing a legal description of the real property to which the conditional use applies, together with the terms of the conditional use and any additional conditions imposed.

Sec. 4.4. - Standards for review.

- (a) *Standards applicable to all conditional uses.* When considering an application for approval of a conditional use, the city commission review shall consider the following standards:
- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;
 - (2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:
 - a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;
 - b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;
 - c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features; and
 - d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.
 - (3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;
 - (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;
 - (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

- (6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and
- (7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Sec. 22.8. Buffer requirements and installation standards.

- (a) Generally. A buffer shall be defined as specified land area together with its planting and landscaping requirements. Buffers may also contain a barrier, such as a fence, wall, hedge, or berm, where such additional screening is necessary to achieve the desired degree of buffering between adjacent uses.

Landscaped buffers shall be required to separate transient accommodation and nonresidential uses from residential or institutional uses, where such area abuts property zoned or in fact used primarily for residential or institutional purposes, to eliminate or minimize potential negative effects such as dirt, noise, litter, glare of lights, signs, parking areas, or to provide spacing to reduce the adverse impacts of noise, odor, or danger from fires or explosions. The size and nature of the buffer shall be determined by the site plan process. Buffers shall be subject to the following provisions:

- (1) A buffer may be used for passive recreation, when appropriate upon approval of the approving authority.
- (2) A buffer may be used for utility or drainage easements, provided that the requirements of such use and the buffer requirements are compatible.
- (3) A buffer may be used for satisfaction of minimum setback requirements.
- (4) A buffer may be used for satisfaction of minimum open space requirements.
- (5) A buffer may be used for storm water retention or detention areas so long as the required buffer plantings are provided and the design and landscaping of the buffer does not interfere with proper functioning of the drainage system and the design water depth does not harm the viability of the plantings.
- (6) A buffer may be used for passive recreation such as pedestrian or bicycle trails subject to the following limitations:
 - a. No plant material is eliminated.
 - b. The total width of the buffer is maintained.
 - c. All other requirements of these regulations are met.
- (7) A buffer may be used for installation of underground utilities and utility structures provided such structures do not exceed four feet in height so long as the location and use of the utility lines does not interfere with required buffer plantings.
- (8) The following uses shall not be allowed in a required buffer: principal structures, accessory structures, swimming pools, tennis courts, or similar active recreation uses; storage facilities, or parking facilities.
- (9) Buffers shall remain part of the zoning lot for which they are required.
- (10) The required buffer shall not contain any development, impervious surfaces, or site features that do not function to meet the standards of this section. No grading, development, or land-disturbing activities shall occur within the buffer unless approved as part of a development permit. Storm water

- detention, retention or treatment areas and easements shall be shown on the approved landscape plan and such areas shall not occupy more than 50 percent, horizontally, of the width of the buffer.
- (11) The arrangement of required plants and trees shall be distributed in a relatively uniform manner and as depicted on the approved landscape plan.
 - (12) Existing trees and vegetation within a required buffer, which meet these requirements may be counted toward the total buffer plant material requirements. If existing trees and plants do not fully meet the standards for the type of buffer required, additional vegetation shall be planted.
- (b) Location of buffers. The buffers required by these regulations shall be located along the perimeter of a zoning lot where required, extending the entire length of the zoning lot, except at approved entrances or exits to the property or in required sight triangles. Buffers shall extend to the zoning lot line or right-of-way line, except where easements, covenants, or natural features may require the buffer to be set back from the property line.
- (1) Buffers shall not be located on any portion of an existing, dedicated, or proposed right-of-way, road easement, or private street.
 - (2) Where an existing utility easement is partially or wholly within a required buffer, the developer shall design the buffer to eliminate or minimize plantings within the easement. Such design may necessitate choosing a buffer with more land area or fewer required plantings.
 - (3) All general landscape requirements of these regulations shall be met.
- (c) Landscape buffer along public streets. Landscape buffers along "A" and "B" streets shall meet the following guidelines:
- (1) A five- to 15-foot landscape buffer shall be required along public streets and shall include shade trees and groundcover.
 - (2) All planted shrub and groundcover areas shall achieve a 100-percent coverage of their planting area within one year.
 - (3) Permitted features for front buffers - sidewalks, signs, low wall and picket fences (wrought iron, wood or PVC).
 - (4) Additional features such as a knee walls and decorative picket fencing are permissible with the following standards.
 - a. Knee wall - maximum 24 inches.
 - b. Decorative fencing - maximum 48 inches and must have at least 50 percent of required buffer planting adjacent to right-of-way.
 - (5) Prohibited features in front buffers - chain-link fences, walls greater than two feet, loading, service or dumpsters areas or similar items may not be placed in the front buffer or in any additional "open space" adjacent to the street or any direction visible from the street.
- (d) Buffer requirements. The following types of buffers shall be required for the uses described and illustrated on the following pages.
- (1) Commercial use adjacent to single-family or two-family residential — Type C
 - (2) Transient accommodation use adjacent to single-family or two-family residential — Type C
 - (3) Mixed use adjacent to single-family or two-family residential — Type B
 - (4) Commercial use adjacent to mixed-use with residential component — Type B
 - (5) Multi-family use adjacent to single-family or two-family residential — Type B
 - (6) Commercial use adjacent to commercial use — Type A

(7) Commercial use adjacent to transient accommodation use — Type B

(8) Multi-family use adjacent to multi-family use — Type A

- (e) Fencing within buffers. Fencing for the purpose of security or protection is allowable within all buffers provided the fence is in compliance with the applicable standards of these regulations. Developments proposing a privacy fence five feet or more in height within a required buffer may be allowed a 50 percent reduction in the density of plantings. Such request shall be submitted in writing by the applicant and shall include provisions by the owner for maintenance of the buffer and the fencing.
- (f) Plant sizes and design requirements.
 - (1) Trees in buffers of ten feet or less should be small or medium. Trees in buffers of more than ten feet may be small, medium, or large provided, however, at least one-half of the required trees shall be large. Trees used in required buffers may be used to meet the required plantings for the property, provided the trees meet or exceed all size, type, and location requirements for replacement trees as specified in these regulations.
 - (2) Alternative designs for required buffers may be approved by the city manager upon a finding that such alternative design meets the intent of these regulations and sound landscaping practices. In no case is the city manager authorized to reduce the width of a buffer or the total number of plants required on the site.

Sec. 23.5. Number of parking spaces required.

Regardless of any other requirement of these regulations, each and every separate or individual store, office, or other business shall be provided with at least one off-street parking space, excluding required handicap parking, unless specific provision to the contrary is made herein.

The following minimum off-street parking requirements are applicable to all districts except as otherwise provided herein: Restaurant 1 per 100 SF floor area.

Sec. 33.4. – Conditional uses.

- (a) Automotive rental agencies;
- (b) Automobile services—repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise.

Sec. 33.9. Setbacks or build-to lines.

Detached Single Family Setbacks. Front yard 20 feet Maximum.

Sec. 39.10. Streetscape design required elements.

- (a) A ten-foot sidewalk shall be constructed that will allow for safe, unobstructed and efficient pedestrian flow and the potential for sidewalk cafes and outdoor eating areas, as appropriate, in front of all development projects along Gulf Boulevard and within the Town Center Core areas. The city manager may reduce this requirement to six feet when warranted. This is imperative to ensure pedestrians feel comfortable on the sidewalk as well as important to meet the current American with Disabilities Act standards. Distinctive and visually interesting paving patterns are encouraged, particularly to define an

entrance, a gathering place, a pedestrian crosswalk link, or a sidewalk cafe area. Patterns, cooler, materials and constructions standards shall be coordinated with the city manager and his staff to ensure a cohesive and unified streetscape.

Sec. 39.14. Garden walls, fences, and hedges.

All garden walls, fences or hedges located or constructed within the required yard area shall conform to the following regulations, except where special requirements are set forth for specific screening purposes elsewhere in this chapter.

- (a) Residential districts.
 - (1) Front yard in a residential district. All garden walls, fences or hedges located within the required front yard shall not exceed four feet in height.
 - (2) Side and rear yards in a residential district. All garden walls, fences or hedges located within the required side or rear yards shall not exceed six feet in height.
 - (3) Side yard of corner lot in a residential district. All garden walls, fences, or hedges located in the side-yard abutting the secondary street of a corner lot must not exceed four feet in height.
 - (4) Rear yard abutting water in a residential district. All garden walls, fences, or hedges located in the required rear yard abutting a body of water shall not exceed four feet in height.
- (b) Commercial districts. All garden walls, fences, or hedges located in a commercial or industrial district shall not exceed eight feet in height and must be constructed to allow an unobstructed view of the front yard of the property from adjacent property or a public street.
- (c) Buffering and screening between non-compatible uses. Where a RU-1 or RU-2 Residential District or existing single-family or duplex home abuts a non-residential district, the non-residential development shall provide an opaque to semi-opaque screen consisting of landscaping, wall, fence or a combination of any of those elements adequate to buffer the non-residential development from the adjacent residential property in accordance with the height and location requirements set forth above in sections 39.14(a) and 39.14(b) except that no such screen shall be required in the front yard of the non-residential development.

LEGAL DESCRIPTION

LOTS 7 AND 8, IN BLOCK 1, SUN LAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGES 43, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, CONTAINING 20.33 SQUARE FEET OR 0.467 ACRES, MORE OR LESS.

LOT 6 AND PART OF LOT 5, BLOCK 14, ST. PETERSBURG BEACH, FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGE 1, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE MOST WESTERLY CORNER OF SAID LOT 6, RUN NORTHEASTERLY 66.9 FEET ALONG THE BOUNDARIES OF SAID LOTS 6 AND 5 TO THE NORTHEASTERLY CORNER OF THE WESTERLY 1/2 OF LOT 5; THENCE SOUTHEASTERLY ALONG THE EASTERLY BOUNDARY OF THE WESTERLY 1/2 OF LOT 5 TO THE SOUTHEASTERLY CORNER OF THE WESTERLY 1/2 OF LOT 5; THENCE SOUTHEASTERLY ALONG THE EASTERLY BOUNDARY OF THE WESTERLY 1/2 OF LOT 5 TO THE SOUTHEASTERLY CORNER OF THE SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTHWESTERLY ALONG THE WESTERLY BOUNDARY OF LOT 6 TO THE POINT OF BEGINNING.

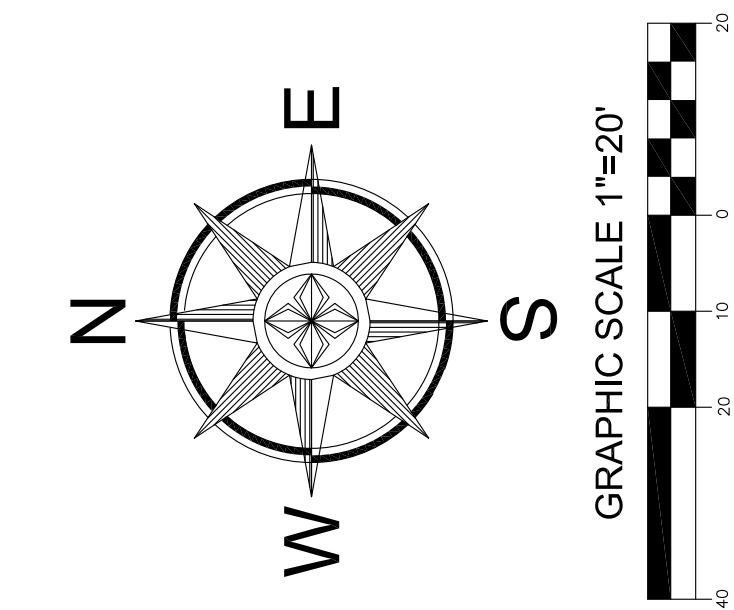
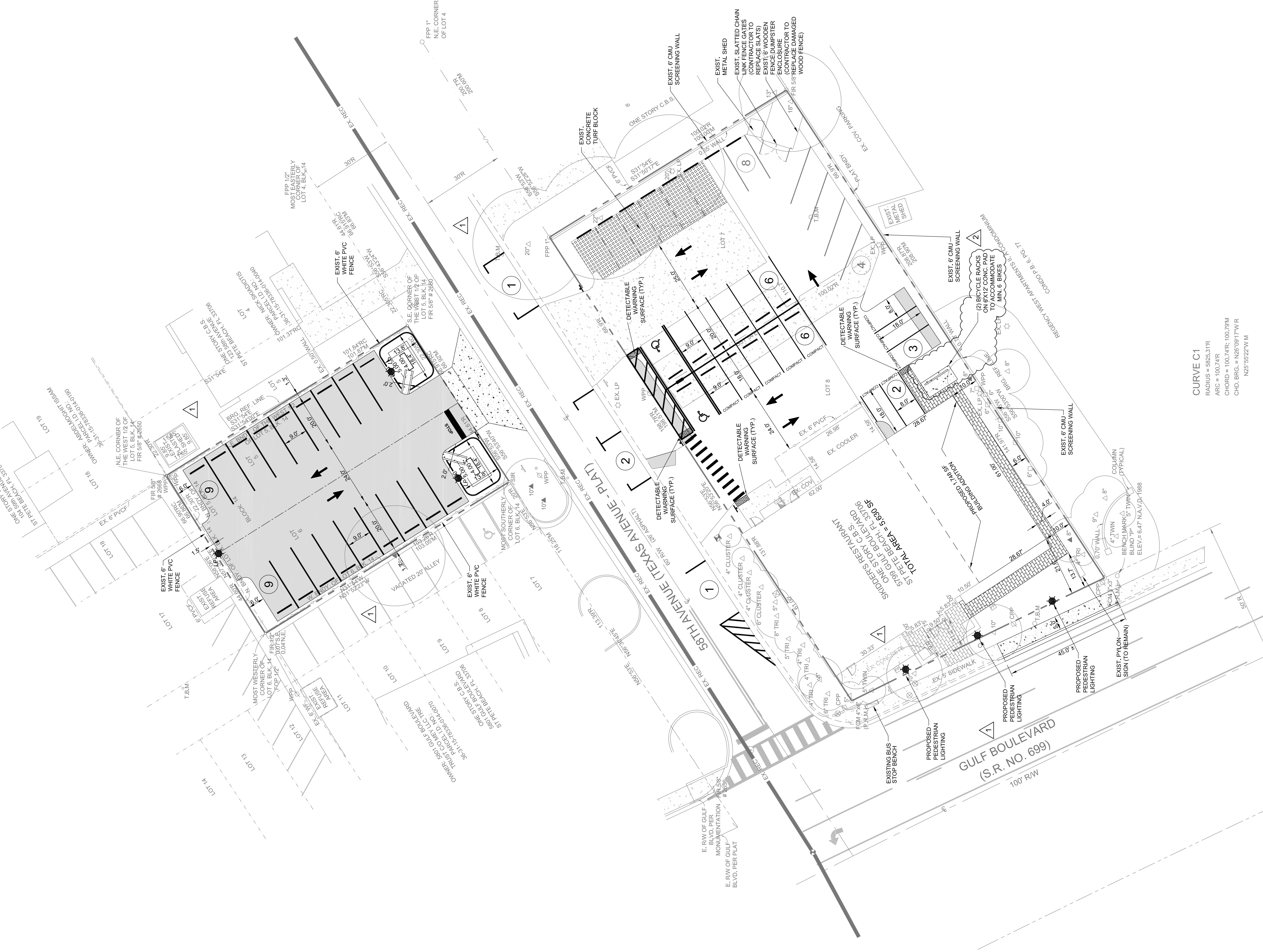
CONTAINING 6.853 SQUARE FEET OR 0.157 ACRES, MORE OR LESS.

SITE PLAN NOTES

1. ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN THE CITY OF ST. PETE BEACH LAND DEVELOPMENT, ZONING AND/OR RELATED ORDINANCES.
2. ALL PEDESTRIAN ROUTES, SIDEWALKS AND ACCESSIBILITY RAMPS, HANDICAPPED ACCESSIBLE PARKING SPACES, AND OTHER ACCESSIBILITY FEATURES SHALL BE IN STRICT CONFORMANCE WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC), LATEST EDITIONS.
3. ALL POINTS AND MONUMENTS SHALL BE SURVEYED UPON MOBILIZATION TO VERIFY THEIR ACCURACY. ANY DISCREPANCIES DISCOVERED MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING PRIOR TO CONSTRUCTION.
4. MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE THEM AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT HIS OWN EXPENSE.
5. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS.
6. ALL DIMENSIONS SHOWN ON PLAN ARE TO FACE OF BUILDING, EDGE OF PAVEMENT, FACE OF CURB OR CENTRELINE OF STRUCTURE, UNLESS OTHERWISE NOTED.
7. ALL DISTURBED AREAS ARE TO RECEIVE FOUR (4) INCHES OF TOP SOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
8. ALL BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN WAS TAKEN FROM TOPOGRAPHIC SURVEY BY GEORGE A. SHIMPI II & ASSOCIATES, INC. DATED 5/20/13.
9. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED FROM NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988.

CURVE C1

RADIUS = 5625.31R
ARC LENGTH = 100.79M
CHORD = 100.74R; 100.79M
CHD. BRG. = N05°05'17"W R
N05°52'27"W M



SITE DATA

1. PARCEL NUMBER: 06-32-16-88616-000-0070
36-31-15-78336-014-0060
2. SECTION / TOWNSHIP / RANGE: 06 / 32 S / 16 E
3. SITE ADDRESS: 5799 GULF BOULEVARD
ST. PETE BEACH, FLORIDA 33706
4. PROPERTY AREA: 27,203 SF (0.624 AC)
5. EXISTING ZONING: COMMERCIAL CORRIDOR "CC-2"
6. FUTURE LAND USE: COMMERCIAL CORRIDOR "CC-2"
7. BUILDING SETBACKS:
FRONT - GULF BOULEVARD (SOUTHWEST) = 21.6 FT
REAR - 58TH AVENUE (NORTHWEST) = 10.0 FT
SIDE - 58TH AVENUE (SOUTHWEST) = 110.7 FT
REAR (NORTHEAST) = 110.7 FT
8. BUILDING HEIGHT: 18.0 FT
9. SITE AREAS:
VEHICULAR USE AREA: 15,737 SF (57.8%)
BUILDING AREA: 5,630 SF (20.7%)
SIDEWALK, CURB, DUMPSTER: 2,295 SF (8.5%)
TOTAL IMPERVIOUS AREA: 23,662 SF (87.0%)
TOTAL PAVEMENT AREA: 3,545 SF (12.9%)
POND AREA: 639 SF (2.3%)
INTERIOR LANDSCAPE AREA: 1,759 SF (11.1% OF VUA)
TOTAL AREA: 27,206 SF (100%)
10. GROSS FLOOR AREA = 5,630 SF
FLOOR AREA RATIO (F.A.R.) = 5,630 SF / 27,206 SF = 0.207
11. IMPERVIOUS SURFACE RATIO (I.S.R.) = 23,662 SF / 27,206 SF = 0.869
12. OWNER:
NIKOLAOS & ANGELA SKADIOTIS
5799 GULF BOULEVARD
ST. PETE BEACH, FLORIDA 33706
13. STORMWATER MANAGEMENT: EXEMPT
14. FLOOD ZONE INFORMATION: ZONE "AE" FEMA MAP 12103C0276G
B.F.E. = 11.0'
15. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED.
16. WASTE MANAGEMENT: ONE DUMPSTER
17. TOTAL PARKING PROVIDED: 47 SPACES
REGULAR = 35, COMPACT = 10, HANDICAP = 2
18. TOTAL PARKING REQUIRED: 57 SPACES
5,630 SF X 1 SPACE PER 100 SF OF G.F.A. = 57
19. BICYCLE RACK CALCULATION:
10% OF 57 REQUIRED PARKING SPACES = 6 SPACES



1. PARCEL NUMBER: 06-32-16-88616-000-0070
36-31-15-78336-014-0060
2. SECTION / TOWNSHIP / RANGE: 06 / 32 S / 16 E
3. SITE ADDRESS: 5799 GULF BOULEVARD
ST. PETE BEACH, FLORIDA 33706
4. PROPERTY AREA: 27,203 SF (0.624 AC)
5. EXISTING ZONING: COMMERCIAL CORRIDOR "CC-2"
6. FUTURE LAND USE: COMMERCIAL CORRIDOR "CC-2"
7. BUILDING SETBACKS:
FRONT - GULF BOULEVARD (SOUTHWEST) = 21.6 FT
REAR - 58TH AVENUE (NORTHWEST) = 10.0 FT
SIDE - 58TH AVENUE (SOUTHWEST) = 110.7 FT
REAR (NORTHEAST) = 110.7 FT
8. BUILDING HEIGHT: 18.0 FT
9. SITE AREAS:
VEHICULAR USE AREA: 15,737 SF (57.8%)
BUILDING AREA: 5,630 SF (20.7%)
SIDEWALK, CURB, DUMPSTER: 2,295 SF (8.5%)
TOTAL IMPERVIOUS AREA: 23,662 SF (87.0%)
TOTAL PAVEMENT AREA: 3,545 SF (12.9%)
POND AREA: 639 SF (2.3%)
INTERIOR LANDSCAPE AREA: 1,759 SF (11.1% OF VUA)
TOTAL AREA: 27,206 SF (100%)
10. GROSS FLOOR AREA = 5,630 SF
FLOOR AREA RATIO (F.A.R.) = 5,630 SF / 27,206 SF = 0.207
11. IMPERVIOUS SURFACE RATIO (I.S.R.) = 23,662 SF / 27,206 SF = 0.869
12. OWNER:
NIKOLAOS & ANGELA SKADIOTIS
5799 GULF BOULEVARD
ST. PETE BEACH, FLORIDA 33706
13. STORMWATER MANAGEMENT: EXEMPT
14. FLOOD ZONE INFORMATION: ZONE "AE" FEMA MAP 12103C0276G
B.F.E. = 11.0'
15. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED.
16. WASTE MANAGEMENT: ONE DUMPSTER
17. TOTAL PARKING PROVIDED: 47 SPACES
REGULAR = 35, COMPACT = 10, HANDICAP = 2
18. TOTAL PARKING REQUIRED: 57 SPACES
5,630 SF X 1 SPACE PER 100 SF OF G.F.A. = 57
19. BICYCLE RACK CALCULATION:
10% OF 57 REQUIRED PARKING SPACES = 6 SPACES

VEHICULAR USE AREA: 15,737 SF (57.8%)
BUILDING AREA: 5,630 SF (20.7%)
SIDEWALK, CURB, DUMPSTER: 2,295 SF (8.5%)
TOTAL IMPERVIOUS AREA: 23,662 SF (87.0%)
TOTAL PAVEMENT AREA: 3,545 SF (12.9%)
POND AREA: 639 SF (2.3%)
INTERIOR LANDSCAPE AREA: 1,759 SF (11.1% OF VUA)
TOTAL AREA: 27,206 SF (100%)

GROSS FLOOR AREA = 5,630 SF
FLOOR AREA RATIO (F.A.R.) = 5,630 SF / 27,206 SF = 0.207

IMPERVIOUS SURFACE RATIO (I.S.R.) = 23,662 SF / 27,206 SF = 0.869

OWNER:
NIKOLAOS & ANGELA SKADIOTIS
5799 GULF BOULEVARD
ST. PETE BEACH, FLORIDA 33706

STORMWATER MANAGEMENT: EXEMPT

FLOOD ZONE INFORMATION: ZONE "AE" FEMA MAP 12103C0276G
B.F.E. = 11.0'

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED.

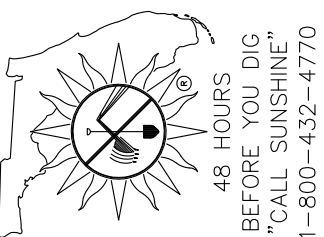
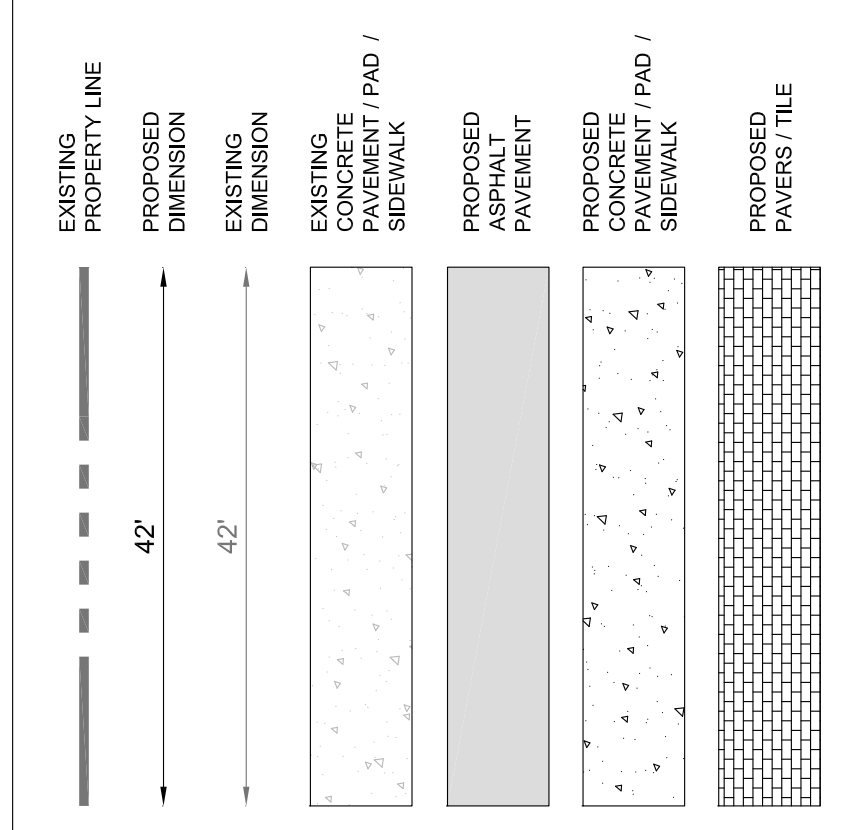
WASTE MANAGEMENT: ONE DUMPSTER

TOTAL PARKING PROVIDED: 47 SPACES
REGULAR = 35, COMPACT = 10, HANDICAP = 2

TOTAL PARKING REQUIRED: 57 SPACES
5,630 SF X 1 SPACE PER 100 SF OF G.F.A. = 57

BICYCLE RACK CALCULATION:
10% OF 57 REQUIRED PARKING SPACES = 6 SPACES

LEGEND



CURVE C1

RADIUS = 5625.31R
ARC LENGTH = 100.79M
CHORD = 100.74R; 100.79M
CHD. BRG. = N05°05'17"W R
N05°52'27"W M

L. Chris Coleman

From: Baker, Robert W. [Robert.Baker@dot.state.fl.us]
Sent: Friday, September 13, 2013 7:02 AM
To: ccoleman@hpe-fl.com
Cc: Gregory, Chris
Subject: Skidders Restaurant

The Department does not support the installation of sidewalk wider than 6' or what is existing in the corridor at this time. We cannot support having a sidewalk in areas that will be transitioning, from what is existing to a much wider walk, for the safety of the people that use the corridor. This would produce a safety hazard for the pedestrian and bicycle traffic having to jog from one size to another size of walk. The existing utilities that would end up being in this sidewalk would also produce a hazard.

Rob

robert.baker@dot.state.fl.us
Permit Inspector Coordinator
Phone: 727-575-8300
Pinellas Maintenance
5211 Ulmerton Road
Clearwater, Florida

*Still waiting on
letter from Brian Bennett,
Department Head.*



THE SUNSET CAPITAL OF FLORIDA

Community Development Department

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

June 17th, 2013

Mr. Braulio Grajales
High Point Engineering, Inc.
5300 W. Cypress Street, Suite 282
Tampa, Florida 33607

Re: Skidder's Restaurant Addition and Resurfacing Site Plan
Case No. 2013-0021

Dear Mr. Grajales,

The City received your site plan submission on May 24th, 2013. It was circulated internally on the same day with a comment deadline date of June 14th, 2013. Accordingly, please find the following comments:

Planning and Zoning Comments

Required Changes

- The number of parking spaces on page C-4.1 is incorrect. It should read 57, as the number must be rounded up when being calculated pursuant to Sec. 23.4(b)(1) of the Land Development Code (LDC)
- 58th Avenue is referred to on page C-4.1 as a side yard—this needs to be changed to secondary front yard.
- Must show Impervious Surface Ratio on page C-4.1
- Must include pedestrian lighting every 30 feet on Gulf Blvd. pursuant to Sec. 39.10(b)(6) of LDC

replaced by the owner with a standard sidewalk, curb and gutter design, to match original.” The owner shall patch back the sidewalk and curb at the abandoned curb cut along Gulf Blvd. This will require an FDOT ROW permit from the FDOT Pinellas Maintenance Office.

- Drawing C-4.1, Site Data note #13, indicates the project to be stormwater management exempt. Provide letter of stormwater permit exemption from SWFWMD. In this design, the expanded parking lot at the north side of 58th Ave. (109 – 58th Ave.) has two new retention areas adjacent to the parking lot entrance. The City needs verification of review of these new stormwater retention areas as they collect stormwater runoff from the new parking lot.
- Provide proper driveway apron design to the new parking lot on N. side of 58th Ave. (109 – 58th Ave.) as per FDOT Index 515. The City requires a ROW Permit prior to the construction of the driveway apron. The City’s ROW Permit can be found here: http://www.stpetebeach.org/images/stories/Public_Services/pdfs/row%20permits.pdf
- The property owners reference four on-street parking spaces in their variance application that can be utilized by patrons. If the on-street parking spaces are being utilized as a part of their variance request, these spaces will need to be re-striped as a part of the restaurant expansion project.

Advisory

- Any change to the percent of impervious surface area to either parcel (5799 Gulf Blvd. or 109 – 58th Ave.) will change the stormwater assessment rate.
- New landscaping design shall be encouraged to follow the Florida Friendly applications (<http://www.floridayards.org/>). *(Just as an FYI, Florida Friendly Landscaping is a requirement of our NPDES permit.)*

This office will complete the review once this information has been submitted and please feel free to contact me with any additional questions at cwelden@stpetebeach.org

Sincerely,

Chelsey Welden
Urban Planner
City of St. Pete Beach, Florida

Cc: Technical Review Committee



Community Development Department

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

October 23rd 2013

Mr. Chris Coleman
High Point Engineering, Inc.
5300 W. Cypress Street, Suite 282
Tampa, Florida 33607

Re: Skidder's Restaurant Addition and Resurfacing Site Plan
Case No. 2013-0021

Dear Mr. Coleman,

The City received your site plan submission on October 14th, 2013. It was circulated internally on October 15th with a comment deadline date of October 22nd, 2013. Accordingly, please find the following comments:

Planning and Zoning Comments

Required Changes

- The email submitted from FDOT was not sufficient to warrant dismissal of Sec. 39.10(a) of LDC regarding widening of the sidewalk on Gulf Blvd. Please provide an official letter from the FDOT District 7 Secretary on official letter head stating the Department's stance on this issue, as they have given us conflicting answers.

Advisory

- If applicant chooses not to comply with landscape buffer around the remote parking lot pursuant to Sec. 39.14(c) and 22.8 of LDC, he will need to apply for a variance.

Fire Comments

Approved.

Public Services Comments

Approved.

This office will complete the review once this information has been submitted and please feel free to contact me with any additional questions at cwelden@stpetebeach.org

Sincerely,

Chelsey Welden
Urban Planner
City of St. Pete Beach, Florida

Cc: Technical Review Committee



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
727-363-9265
www.stpetebeach.org

CONDITIONAL USE APPLICATION

Case Number: 2013 0042

APPLICANT/AGENT:

Name: NIKOLAOS SKADIOTIS
Address: 5799 GULF BOULEVARD
City: ST. PETE BEACH State: FL
Zip: 33706 Phone: _____

PROPERTY OWNER:

Name: NIKOLAOS SKADIOTIS
Address: 5799 GULF BOULEVARD
City: ST. PETE BEACH State: FL
Zip: 33706 Phone: _____

PROPERTY:

109 58th Ave CW
Address: ~~5799 GULF BOULEVARD, ST. PETE BEACH, FLORIDA 33706~~
Parcel ID: 36-31-15-78336-014-0060
Current Zoning: CC-2 FLUM Designation: CC-2 Lot Area: 6,853 SF
Existing Use: VACANT Proposed Use: REMOTE PARKING LOT

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

TO USE PROPERTY LOCATED AT 109 58TH AVENUE (PIN 36-31-15-78336-014-0060)
AS A REMOTE COMMERCIAL PARKING LOT FOR SKIDDER'S RESTAURANT

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

 8-8-13
Signature of Applicant Date Signature of Authorized Agent Date

For office use only:

Hearing Date: _____ Fees: _____

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

In order for an application for a Conditional Use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan.

SEE ATTACHED

2. Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:
 - a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

SEE ATTACHED

- b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources; (check with Planning Dept. to determine historic resource status)

SEE ATTACHED

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

SEE ATTACHED

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

SEE ATTACHED

- e. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; (a traffic study may be required)

SEE ATTACHED

- f. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; (please provide current and proposed number of parking and loading spaces)

SEE ATTACHED

- g. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

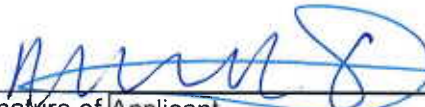
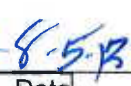
SEE ATTACHED

- h. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and

SEE ATTACHED

- i. Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

SEE ATTACHED

			
Signature of Applicant	Date	Signature of Authorized Agent	Date

**ST. PETE BEACH – CONDITIONAL USE APPLICATION
SKIDDER’S RESTAURANT ADDITION
109 58TH AVENUE, ST. PETE BEACH, FLORIDA 33706
AUGUST 5, 2013**

Mr. and Mrs. Skiadiotis would like to reinvest in the Skidder’s Restaurant property by expanding the lobby of their restaurant, remodeling the restrooms, renovating the entire building façade and updating the site and building to meet current ADA standards. New landscape will be also installed to enhance the site appearance. The building addition will include 1,748 square feet for a total area of 5,630 square feet. The proposed renovation also includes the remote parking lot on the subject property located across 58th Avenue including 18 surface parking spaces. The remote parking lot on the subject property is approved under a temporary use permit. Furthermore, to enhance the remote parking lot appearance, Mr. and Mrs. Skiadiotis would like to convert the existing gravel surface to a paved surface with lighting and landscape. The north, east and west sides of the subject property are screened with a 6 feet high white polyvinyl fence.

1. Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan.

The conditional use requested is consistent with the goals, objectives, and policies of the Comprehensive Plan and the Community Redevelopment District. Additionally, the conditional use requested will not change any zoning district boundary, will not increase the intensity or density permitted in the Comprehensive Plan, will not permit a non-conforming use and will not have any impact on any adjacent properties.

2. Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

The contiguous property to the east (123 58th Avenue) is zoned R-1 and is currently occupied by a single family residential unit. The subject property provides screening to the adjacent residential property by using a 6 feet high white polyvinyl fence along the property boundary. Furthermore, the adjoining property to the north (5895 Gulf Boulevard) and to the west (5801 Gulf Boulevard) are zoned CC-2 and are currently used as restaurant (Snapper’s) and as office (Re/Max) respectively. The property to the south across 58th Avenue is (5799 Gulf Boulevard) is zoned CC-2 and is currently occupied by a 1-story restaurant (Skidder’s) to which the subject property belongs.

b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources; (check with Planning Dept. to determine historic resource status)

N/A.

c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

The adjacent property to the west (5801 Gulf Boulevard) is zoned CC-2 and is currently occupied by a 2-story building used as office (Re/Max). Re/Max office parking lot is located in the rear and is abutting the subject property. The adjoining property to the north (5895 Gulf Boulevard) is also zoned CC-2 and is currently used as restaurant (Snapper's). Snapper's restaurant parking lot is also located in the rear and is abutting the subject property as well as a residential property to the east (104 59th Avenue) zoned R-1. Likewise, the contiguous property to the east (123 58th Avenue) is zoned R-1 and is currently occupied by a single family residential unit. The subject property provides screening to the adjacent residential property by using a 6 feet high fence along the property boundary.

d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The remote parking lot on the subject property is approved under a temporary use permit. The remote parking lot appearance will be enhanced by converting the existing gravel surface to a paved surface with lighting and landscape. The north, east and west sides of the subject property are screened with a 6 feet high white polyvinyl fence. The remote parking lot will offer no adverse health or safety impacts, as no outdoor storage or trash compilation will be conducted in the subject property. Further, new site lighting will be provided to increase safety. The proposed lighting will not be obtrusive to the abutting residential properties in accordance with Sec. 23.1, 23.4(f) and 39.15(a) of LDC. The restaurant hours of operation are from 7:00 am to 11:00 pm.

e. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; (a traffic study may be required)

The remote parking lot on the subject property will not change the adjacent street capacity or level of service since it was approved under a temporary use permit and is

in operation since 2009. The remote parking lot on the subject property is for the exclusive use of Skidder's restaurant.

f. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; (please provide current and proposed number of parking and loading spaces)

N/A.

g. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

The remote parking lot on the subject property will offer no adverse health, safety or aesthetic impacts. No outdoor storage will be conducted. Once enhanced, the existing remote parking lot will not create negative effects on the surrounding properties. The proposed improvements (i.e. pavement, lighting, landscape) will not cause a change in the scale, bulk, coverage, density, and character of the surrounding properties as well as the built environment within the area. In addition, the remote parking lot will not hinder or discourage the use of the adjacent buildings. Likewise, the investment in said project will provide additional on-site parking for Skidder's restaurant supporting the business growth which will generate additional employment opportunities and increase the tax base in the area.

h. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and

The remote parking lot on the subject property was approved under a temporary use permit and is in operation since 2009. The improvements on the subject property include converting the existing gravel surface to a paved surface with lighting and landscape will be complete as part of the proposed renovation of Skidder's restaurant.

i. Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

The proposed improvements include converting the existing gravel surface to a paved surface with lighting and landscape. The proposed lighting will not be obtrusive to the abutting residential properties. The north, east and west sides of the subject property are screened with a 6 feet high fence. Ingress/egress from/to the adjacent street (58th Avenue) is designed per City of St. Pete Beach standards. In addition, stormwater quality treatment will be provided in two small dry ponds on-site to reduce the amount of pollutants and compounds to be discharged to the public right-of-way.

VARIANCE APPLICATION

Case Number:

20130042

PROPERTY FOR PROPOSED VARIANCE

Legal Description: SEE ATTACHED

Parcel ID: 06-32-16-86616-000-0070

Address: 5799 GULF BOULEVARD

Current Zoning:

CC-2

FLUM

Designation:

CC-2

Lot Area: 20,353 SF

Existing Use:

RESTAURANT

Proposed Use:

RESTAURANT

APPLICANT/AGENT:

Name: BRAULIO GRAJALES

Address: 5300 W. CYPRESS ST, STE 282

City: TAMPA

State: FL

Zip: 33607

Phone: (813) 644-8333

Email: BGRAJALES@HPE-FL.COM

PROPERTY OWNER:

Name: NIKOLAOS AND ANGELA SKIADIOTIS

Address: 5799 GULF BOULEVARD

City: ST. PETE BEACH

State: FL

Zip: 33706

Phone: _____

Email: _____

DETAILS OF THE REQUEST: Cite code sections for which variance is requested: (Add additional sheets if necessary)

PARKING REQUIREMENTS - DIVISION 23

MAXIMUM FRONT YARD SETBACK REQUIREMENTS - DIVISION 33

Landscape buffer requirements - 22.8 (d) ~~11~~ + 39.14 (b)
Sidewalk widening requirement - 39.10(a)

Attach the following supporting documentation to this application:

- Recent survey of the property
- A site plan, drawn to scale, illustrating the proposed variance

This completed application, together with all required supporting documents and fees, shall be submitted by 12:00 noon on the stated filing date for the Board of Adjustment. Failure to do so will delay your application to a later date. If any materials are missing or

any part of this application is left blank, staff may refuse the application until such time as it is completed by the applicant. BG (applicant's initials)

Application Checklist:

Check here if document is attached	Required Document
✓	Recent Survey of the property illustrating all boundaries, easements, and physical improvements.
✓	Site Plan drawn to scale showing proposed deviations of the code.

In order for an application for a variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Conditions and circumstances exist that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same zoning district which have complied with these regulations without hardship.

SEE ATTACHED

2. The strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building.

SEE ATTACHED

3. The peculiar conditions and circumstances are not the result of the actions of the applicant.

SEE ATTACHED

4. The proposed variance will not have the effect of changing any district boundary on the zoning map.

THE VARIANCES WILL NOT CHANGE ANY ZONING DISTRICT BOUNDARY

5. The variance shall not permit a non-conforming use or permit a use not specifically permitted in the zoning district.

THE VARIANCES WILL NOT PERMIT A NON-CONFORMING USE

6. The variance shall not increase density or intensity over that which is permitted in the Comprehensive Plan.

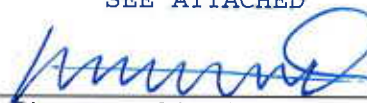
$$\text{FAR} = 5,620 \text{ SF} / 20,353 \text{ SF} = 0.276 < 0.70$$

7. The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

SEE ATTACHED

8. The variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.

SEE ATTACHED

	8-15-13		
Signature of Applicant	Date	Signature of Authorized Agent	Date

For office use only:

Hearing Date: _____ Fees: _____

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

**ST. PETE BEACH – VARIANCE APPLICATION
SKIDDER’S RESTAURANT EXPANSION
5799 GULF BOULEVARD, ST. PETE BEACH, FLORIDA 33706
MAY 24, 2013**

1. Conditions and circumstances exist that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same zoning district which have complied with these regulations without hardship.

Mr. and Mrs. Skiadiotis would like to reinvest in this property by expanding the lobby of their restaurant, remodeling the restrooms, perform an exterior renovation of the entire building façade and update the site and building to meet current ADA standards. New landscape will be also installed to enhance the site appearance. The expansion of the building will include additional 1,748 square feet of space for a total of 5,630 square feet. The code requires 1 parking space per 100 square feet so the expanded restaurant will require 57 spaces. The proposed renovation includes 47 parking spaces on-site so the property is short of 10 parking spaces to meet the minimum required by code. Nevertheless, there are 4 on-street parking spaces along 58th Avenue adjacent to the restaurant that can be used by patrons during peak hours. Further, this restaurant gets a lot of foot traffic which reduces the demand for parking.

2. The strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building.

Mr. and Mrs. Skiadiotis have owned and operated Skidder’s restaurant at this location since 1995. They would like to expand and renovate the restaurant and continue to serve St. Pete Beach market. Code requires 57 parking spaces and Mr. and Mrs. Skiadiotis are seeking a variance for 10 parking spaces. There will be 47 parking spaces on-site and 4 parking spaces on-street adjacent to the restaurant.

Parking is a critical item for any restaurant. Mr. and Mrs. Skiadiotis do not want a restaurant in which patrons complain for not having sufficient parking because it can negatively affect their business. They know the customers and are confident that even during peak hour the restaurant can effectively operate with 47 parking spaces on-site.

3. The peculiar conditions and circumstances are not the result of the actions of the applicant.

The code is peculiar in this particular area because it does not distinguish between types of restaurant (i.e. sit-down restaurant, fast food restaurant). The zoning portion of the code does define them separately.

The parking requirements for this restaurant in other close by municipalities would be less. This restaurant in St. Petersburg would require 38 spaces and in Treasure Island would require 38 spaces.

4. The proposed variance will not have the effect of changing any district boundary on the zoning map.

The variance requested will not change any zoning district boundary.

5. The variance shall not permit a non-conforming use or permit a use not specifically permitted in the zoning district.

The variance requested will not permit a non-conforming use. Skidder's restaurant has operated at this location since 1995 and is a conforming use.

6. The variance shall not increase density or intensity over that which is permitted in the Comprehensive Plan.

$$\text{FAR} = 5,630 \text{ sf} / 20,353 \text{ sf} = 0.276 < 0.70$$

The variance requested will not increase the intensity or density permitted in the Comprehensive Plan.

7. The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The variance requested will not have any impact on any adjacent properties.

8. The variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.

Mr. and Mrs. Skiadiotis are requesting for Skidder's restaurant a variance to reduce in 10 spaces the required number of parking spaces by the code. The code requires for the parking to be calculated on the entire building at one space per 100 square feet of gross floor area. The proposed expanded building would be broken down as follows:

	Area	Parking Required
Dining / Restrooms	3,382 sf	34
Kitchen/Storage	1,773 sf	18
Service Area	475 sf	5

Under the current code, the kitchen, storage and service areas require 23 parking spaces.

Furthermore, Average Peak Period Parking Demand data from Institute of Transportation Engineers (ITE) Parking Generation, 3rd Edition for land use: 932 High-Turnover (Sit-Down) Restaurant / Family Restaurant was also used to estimate the future parking demand for the proposed expanded restaurant.

For Urban High-Turnover (Sit-Down) Restaurant / Family Restaurant, ITE Parking Generation, 3rd Edition presents Average Peak Period Parking Demand vs: 1,000 sf GFA. On a: Weekday.

The Average Peak Period Parking Demand Ratios in 1,000 sf GFA suggested by the ITE Parking Generation, 3rd Edition for estimating the minimum off-street parking required for Urban High-Turnover (Sit-Down) Restaurant / Family Restaurant is as follows:

Weekday

Peak Period: 11:00 am to 1:00 pm and 6:00 p.m. to 8:00 p.m.

Number of Study Sites: 10

Average Size of Study Sites: 3,200 sf GFA

Average Peak Period Parking Demand: 5.55 per 1,000 sf GFA.

Standard Deviation: 2.69

Coefficient of Variation: 48%

Range: 3.13 – 12.41 vehicles per 1,000 sf GFA.

33rd Percentile: 3.86 vehicles per 1,000 sf GFA.

85th Percentile: 6.37 vehicles per 1,000 sf GFA.

The average peak period parking demand ratio presented in the ITE Parking Generation, 3rd Edition for a weekday (i.e. 5.55 vehicles per 1,000 sf GFA) is much less than the proposed parking supply ratio of 8.35 parking spaces per 1,000 sf GFA (i.e. 47 parking spaces / 5,630 sf GFA / 1,000 = 8.35). Further, the 85th percentile in the ITE Parking Generation, 3rd Edition for a weekday indicates that an Urban High-Turnover (Sit-Down) Restaurant / Family Restaurant can demand at least 6.37 parking spaces per 1,000 sf GFA. This number is less than the proposed parking supply ratio of 8.35 parking spaces per 1,000 sf GFA. Specifically, the 85 percentile publicized in the ITE Parking Generation, 3rd Edition is defined as the point at which 85 percent of the values fall at or below and 15 percent of the values are above it.

Thus, the minimum off-street parking required according to the ITE Parking Generation, 3rd Edition is:

Weekday: $5.55 \times 5,630 \text{ sf} / 1,000 \text{ sf} = 32 \text{ spaces}$

Therefore, based on the ITE Parking Generation, 3rd Edition, the probability that the future parking demand for the expanded restaurant would be accommodated by the 47 parking spaces shown on the proposed site plan is acceptable.



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

I/WE NIKOLAOS AND ANGELA SKIADIOTIS
(print name of property owner)

hereby authorize BRAULIO GRAJALES
(print name of agent)

to represent me/us in an application for VARIANCE, CONDITIONAL USE
(type of application: variance, conditional use, zoning, etc.)


Signature of Owner


Signature of Owner

NIKOLAOS SKIADIOTIS
Print Name of Owner

ANGELA SKIADIOTIS
Print Name of Owner

The forgoing instrument was acknowledged before me this 5 day of August
2013, by NIKOLAOS & ANGELA SKIADIOTIS who is personally known to me
or produced _____ as identification.


(Notary Signature)

8/5/13
(Date)

My Commission Expires 8/5/16



IRVIN H. KLINE
MY COMMISSION # EE 210347
EXPIRES: September 5, 2016
Bonded Thru Budget Notary Services



CITY OF ST. PETE BEACH NOTICE OF PUBLIC HEARING

The City of St. Pete Beach **City Commission** will conduct public hearing on **Tuesday December 10, 2013 at 6:00 P.M.** at City Hall, 155 Corey Avenue, to receive comments on the following case:

Case 2013-0042: Applicant: Nikolaos Skadiotis (Skidders Restaurant) c/o Braulio Grajales, Agent - Subject Property: 5799 Gulf Boulevard and 109 58th Avenue. Applicant requests Conditional Use approval pursuant to Section 33.4 of the St. Pete Beach Land Development Code to permit the establishment of a commercial off-premise parking lot. Applicant also requests Variance approval pursuant to St. Pete Beach Land Development Code Sections 22.8 and 39.14 to eliminate landscaping requirements, 23.5 to provide for 47 parking spaces in lieu of the 57 required, 33.9 to allow for a 21.6' setback where a maximum of 20' is permitted, and 39.10 to retain the existing 5' sidewalk width in lieu of the 10' required.

Copies of the application are available at City Hall in the Community Development Department. Written comments on the proposed ordinances may also be submitted to the above City department. For further information regarding any advertised public hearing, please contact the Community Development staff at (727) 363-9265.

All interested parties will be heard. The foregoing hearings may be continued to another meeting. If a person decides to appeal any decision made at this hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings 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.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services, no later than four days prior to the proceeding at (727) 363-9243 for assistance; if hearing impaired, contact the Florida Relay Service Numbers, (800) 955-8771 (TDD).



CITY OF ST. PETE BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
November 15, 2013

St. Pete City Commission
NOTICE OF PUBLIC HEARING
Hearing Date: December 10, 2013 at 6:00 PM
City Commission Chambers
155 Corey Avenue
St. Pete Beach, Florida 33706

Case No: 2013-0042
Address: 5799 Gulf Boulevard and 109 58th Avenue
Owner: Nikolaos Skadiotis (Skidders Restaurant)
Braulio Grajales, Agent
Request: Applicant requests Conditional Use approval pursuant to Section 33.4 of the Land Development Code to permit the establishment of a commercial off-premise parking lot. Applicant further request Variance from Land Development Code Sections 22.8 (landscaping), 23.5 (parking spaces), 33.9 (front setback), 39.10 (sidewalk width) and 39.14 (landscaping).

You are hereby notified that a conditional use/variance application for the above-referenced request has been filed with the Community Development Department. Records indicate that you own property within 500 feet of this property. The application is on file with the Community Development Department, which is located on the first floor in City Hall, 155 Corey Avenue, St. Pete Beach.

Interested persons are urged to examine the application materials prior to the scheduled hearing date. Individuals who wish to object to the request may either appear at the hearing or file their objection in writing with the Community Development prior to the hearing date. If the objection is in writing, it should refer to the assigned case number and specify the grounds for the objection. Written objections will be presented to the City Commission for consideration.

The Community Development Department may be contacted by telephone at 727-363-9265 or by email at cddirector@stpetebeach.org. This public hearing is part of a quasi-judicial proceeding and is subject to special rules and procedures relative to evidence and appeals. Discussions with any board member will be disclosed at the public hearing. Appeals of the decision are by petition for writ of certiorari to the Circuit Court. Persons appealing a decision will need a record of the proceedings and may need to ensure that a verbatim record is made, including testimony and evidence upon which the appeal is based. The City does not provide verbatim transcripts.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services, no later than seven days prior to the proceeding at (727) 363-9243 for assistance; if hearing impaired, contact the Florida Relay Service Numbers, (800) 955-8771 (TDD).

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Riley Electric Company, Inc. for \$178,500 for supply and installation of aesthetic median lighting.

Date: 12/10/13

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The City has completed the landscaping within the medians along SR 699 (Blind Pass Road and Gulf Blvd). The temporary supports for the trees will be removed in the next few weeks and landscape lighting can begin installation to uplight the new and existing medjool palm trees. Not only does this add an aesthetic appeal to the landscaped medians, but it also offers a safety aspect by making the medians easier to see when navigating the roadways at night.

The new lighting will be powered by solar panels with the exception of the medians that have existing power. Some of the panels will be installed within the median and some along the roadside, depending upon the space remaining within the right-of-way and if a sleeve is available for use from the roadside to the median.

The solar panel is a long lead time item and installation is expected to be completed within approximately 100 days following the release of the material order.

The City did receive two sealed bids for this project. Bids were:

- PAH Constructors: \$236,483
- Riley Electric Company, Inc: \$178,500

This project is budgeted in FY 2014 and project cost is reimbursable by the County's Big C Beautification Project Interlocal Agreement for improvements on SR 699.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Riley Electric Company, Inc. for \$178,500 for supply and installation of aesthetic median lighting."

Attachments: Purchase Agreement
Bid Tabulation
Design Pictures

**Reviewed by
City Manager:**

MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Aesthetic Lighting for Landscape Medians
Riley Electric Company, Inc.

THIS AGREEMENT is hereby executed this 10th day of December, 2013, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Riley Electric Company, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than April 30th, 2014.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$178,500, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

Riley Electric Company, Inc.
6465 123rd Ave. N.
Largo, FL 33773

As to City:

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

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

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

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

Riley Electric Company, Inc.
Vendor

BY David Beglan
DAVID BEGLAN - PROJECT MANAGER
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

MIKE DAVIS
CITY ATTORNEY

ATTEST:

CITY CLERK

12/13/12



Bid Tabulation - Aesthetic Median Lighting

10/18/13 - 10:00AM

PAH Constructors Riley Electric Co.

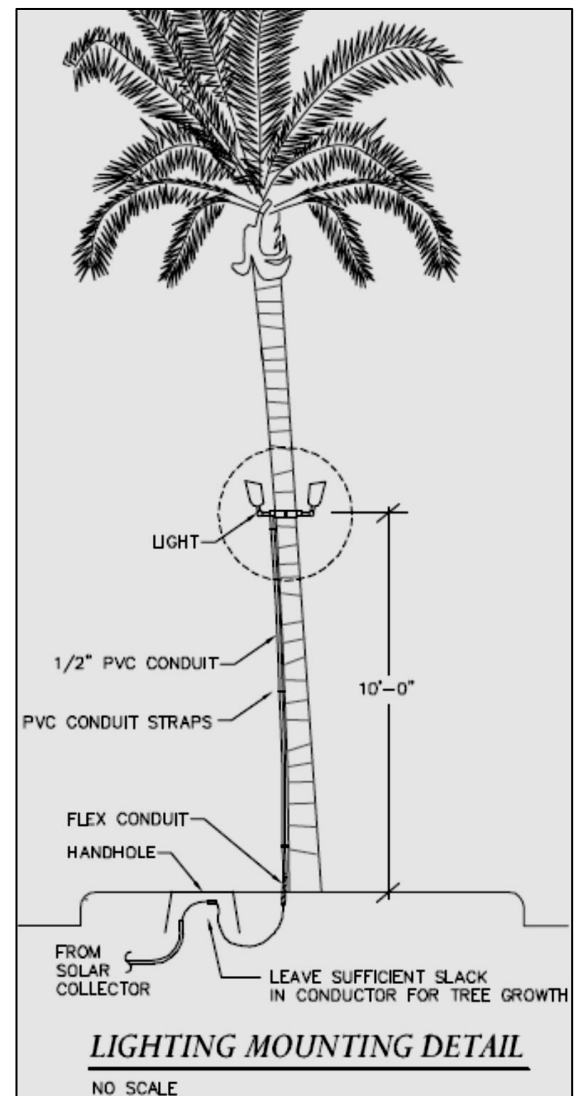
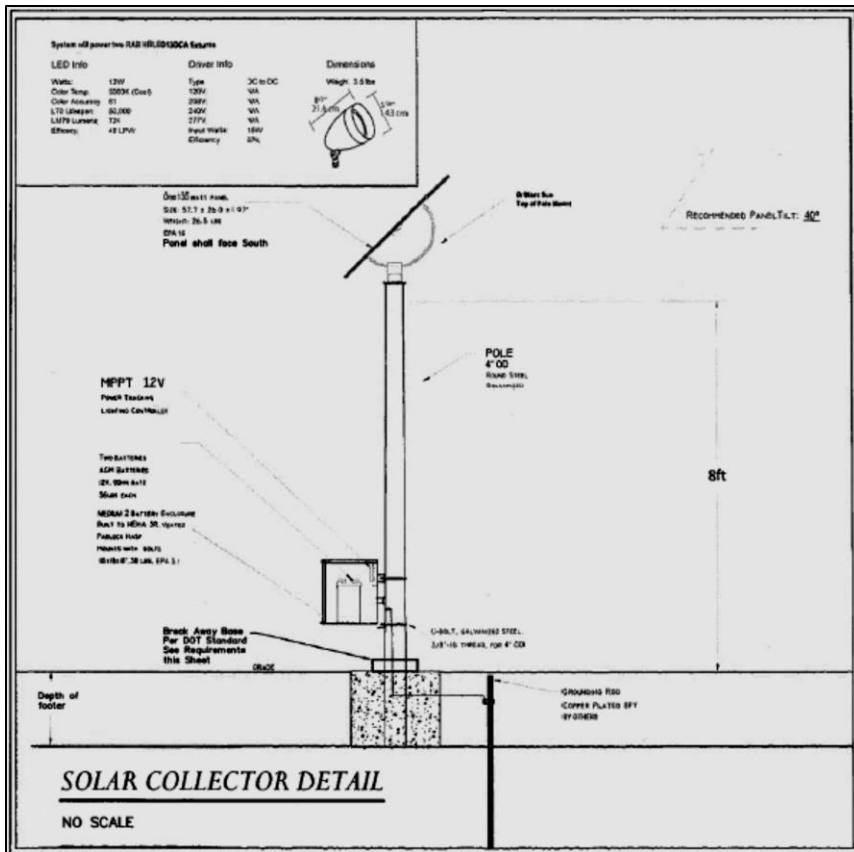
Base Bid	\$236,483.00	\$178,500.00
----------	--------------	--------------

Unit Prices

HBLED13A Lights	\$1,350.00	\$1,080.00
HBLED13DCA Lights	\$1,350.00	\$1,080.00
Solar Panel, Battery, Pole, Concrete Base Assembly	\$4,500.00	\$4,900.00

Bid Package Review

Items Required to Be Submitted with Bid	PAH Constructors	Riley Electric Co.
Submitted 2 Copies	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes
Bid Schedule	Yes	Yes
Project Schedule	Yes	Yes
References and Qualifications		
3 References (within past 5 years)	Yes	Yes
Firm's History & Personnel Experience	Yes	Yes
Claims/Disputes	Yes	Yes
Bonding Capacity	Yes	Yes
Certificate of Insurance	Yes	Yes
Bid Bond	Yes	Yes
Contractor Proof of License	Yes	Yes
List of Subcontractors		
Subcontractor Insurance and Licensing	N/A	N/A
Contractor's Education and Training	Yes	Yes
Addendum Acknowledgment	Yes	Yes
New Vendor Form	Yes	Yes



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

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Ajax Paving Industries of Florida, LLC, for \$417,700 for Street Rehabilitation.

Date: 12/10/13

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Bids were received for Street Rehabilitation in the Belle Vista neighborhood on August 14th, 2013. Ajax Paving was the low bidder for concrete curb work and traditional mill and overlay for \$387,830 along with associated unit prices. The City utilized the unit prices to include the Library alley repaving for \$29,870.

Staff requested reports from Pinellas County Utilities in regards to potable water and reclaimed water leaks. After review, it was determined that before any mill and overlay can be completed on Belle Pointe Dr, reclaimed water repairs will be required. Each new reclaimed water service line replacement costs an average of \$1100 each. A minimum of 6 services will need to be replaced by the County. Funding is budgeted within the Reclaimed Water Fund to perform such work as needed.

The City's last Pavement Assessment in 2011 rated these particular streets scheduled for rehabilitation in Belle Vista from 51-60 on a scale of 100. Funding for the project was approved in November 2013 under Ordinance 2013-27.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Ajax Paving Industries of Florida, LLC, for \$417,700 for Street Rehabilitation."

Attachments: Purchase Agreement
Location Map
Bid Tabulation
Library Alley Quote

**Reviewed by
City Manager:** MB



90



Bid Results - Street Rehabilitation - 08/14/13 - 10:00AM

Streets	Ajax	Gator
Belle Point Dr. - From Poinsettia to 39th Ave.	\$150,780.00	\$146,500.00
Clearview Way - from Belle Point Dr. to 39th Ave.	\$21,700.00	\$33,200.00
Poinsettia Dr. - From 41st Ave. to 39th Ave.	\$103,850.00	\$98,500.00
41st Ave. - From Poinsettia east to cul-de-sac	\$111,500.00	\$119,500.00
Lump Sum Bid for All Streets:	\$387,830.00	\$397,700.00

Unit Prices

Asphalt Patching - 3" - Per SQYD	\$50.00	\$30.00
Leveling of Roadways - Per TON	\$180.00	\$125.00
Traditional Mill/Overlay - Per SQYD	\$12.00	\$15.50
Full Pavement Replacement - Per SQYD	\$35.00	\$60.00
3/8" Microsurfacing - Per SQYD	No Bid	No Bid
Rejuvenator/Sealing - Per SQYD	No Bid	No Bid
Chip Seal - Per SQYD	No Bid	No Bid
Concrete Apron - Per SQFT	\$5.00	\$15.00
Miami Curb - Per LNFT	\$22.00	\$30.00
Intersection Valley Curb - Per LNFT	\$41.00	\$30.00
Type D Curb - Per LNFT	\$20.00	\$30.00
Type F Curb - Per LNFT	\$22.00	\$30.00
Header Curb - Per LNFT	\$20.00	\$30.00

Bid Package Review

Items Required to Be Submitted with Bid	Ajax	Gator
Submitted 2 Copies and 1 Original	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes
Bid Schedule	Yes	Yes
Project Schedule	No	Yes
References and Qualifications		
3 References (within past 5 years)	3 References listed have no dates associated, additional list of completed contracts begin in 2011.	Listed references have no dates associated.
Firm's History & Personnel Experience	Submitted Personnel Experience Only, No Firm History	Yes
Claims/Disputes	No	No
Bonding Capacity	Yes	No
Certificate of Insurance	Yes	Yes
Bid Bond	Yes	Yes
Contractor Proof of License	Yes	Yes
List of Subcontractors	Yes	Yes
Subcontractor Insurance and Licensing	Submitted Pinellas Park Business Tax Receipt	No
Contractor's Education and Training	Yes	Yes
Addendum Acknowledgment	Yes	Yes



Ajax Paving Industries of Florida, LLC.
 510 Gene Green Road, Nokomis, FL 34275
 Phone: 941-486-3600
 Fax: 941-486-3500
 www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF ST PETE BEACH	Contact:	Renee Cooper
Address:	155 COREY AVENUE ST PETE BEACH, FL 33706 USA	Phone:	727-367-2735
		Fax:	
Project Name:	St. Pete Beach Library Alley	Bid Number:	LM13-249
Project Location:	Below Corey Ave. Between Blind Pass Rd. And Boca Ciega Drive, St. Pete Beach, FL	Bid Date:	9/24/2013

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mill 3", Grade, & Pave 3" S-1(Approx. 450' X 10')	1.00	LS	\$29,870.00	\$29,870.00

Total Bid Price: \$29,870.00

Notes:

- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on 1 Mobilization. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be an additional charge of \$100.00 per ton.
- Prices on this quotation are based on construction prior to April, 2014. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Acceptance of this proposal confirms agreement with and incorporation of the standard terms of contract of Ajax Paving Industries of Florida, LLC.
This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- No Testing, QC Contractor Field Reports, Utility Adjustments, Striping, Fill, Base Materials, or Removal of Unsuitables.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Ajax Paving Industries Of Florida, LLC Authorized Signature: _____ Estimator: Lee McDonald 813-917-0590 lmcdonald@ajaxpaving.com
--	--

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

Issue Considered: Ordinance 2013-28, Final Reading and Public Hearing, providing for amendment to instructor fees section 58-3(F)(5) of the fee ordinance.

Date: December 10, 2013

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Currently, the ordinance reads that instructors “will be paid per month on the first workday of the following month.” In order to have flexibility on the payment schedule, the amendment would be to eliminate specific pay date for instructors.

Requested Motion: “I move to approve ordinance 2013-28 to amend instructor fees section 58-3(F)(5) of the fee ordinance”

Attachments: Ordinance 2013-28

**Reviewed by
City Manager** MB

ORDINANCE NO. 2013-__

AN ORDINANCE AMENDING SECTION 58-3. ST PETE BEACH CITY CODE RELATING TO FEES AND MEMBERSHIPS TO DELETE THE REQUIREMENT THAT PAYMENT OF INSTRUCTORS FEES BE PAID PER MONTH ON THE FIRST WORKDAY OF THE FOLLOWING MONTH; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. Section 58-3, of the Code of the City of St. Pete Beach, Florida is amended to read as follows:

Sec. 58-3. – Fees and memberships.

- (a) Tax is included in all recreation fees; excluding rentals and memberships.
- (b) Two proofs of residency are required for the purchase of a pool pass and it shall be valid for one year from the date of purchase.
- (c) A fee shall be assessed on each returned check, regardless of the reason for the return and all related memberships and rights and privileges thereto shall be suspended until reimbursement is received. Reimbursement for returned checks and fees shall be made with cash or money order. Return of a second check shall result in a "cash only" status on all related memberships for a period of one year.
- (d) All daily visitors shall sign in at the front desk and pay a visitors' fee in addition to any other program cost or fee for the use of facilities or attendance of classes.
- (e) Fees charged for classes offered by contract instructors are refundable on a prorated basis when requested in writing during the time period the class is offered.
- (f) Fees shall be charged for the following:
 - (1) Non resident pool card fee.
 - (2) Pool pass.
 - a. Youth/senior.
 - b. Adult.

- c. Family (four members).
- d. Per additional family members.
- (3) Daily pool admission fee without pool pass.
- (4) Camp programs. Children who attend or have completed kindergarten through completed 5th grade are eligible, for a minimum eight-hour per day, per person.

The city manager or his/her designee shall adjust the fees for resident parents or guardians of the child participating, who prove financial hardship in accordance with the criteria established by the commission for granting such adjustments.
- (5) Instructor's fees. The City will collect the agreed upon fees from participants. The City will provide the instructor a percentage of fees collected within a range agreed upon at the signing of their individual contracts. The percentage ranges will vary between ten and 30 percent. ~~This payment will be paid on the first of the following month.~~
- (6) Reserved.
- (7) Sports leagues.
 - a. Adult sport leagues, per team, per season.
 - b. Children's sport leagues, per person, per season.
- (8) Reserved.
- (9) Staff programs. Fees shall be established for programs conducted by city recreation staff to cover the costs associated with the program.

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 : _____

Ordinance re: Section 58-3

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