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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, February 24, 2015

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Barrier Island Re-Entry Program - Lt. Dahlstrom**
2. **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.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Authorization for the City Manager to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial -**

U.S. Department of Justice Assistance Grant of Non-Matching Funds in the amount of \$2,810.00.

- b. Authorize the City Manager to enter into a purchase agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$66,856 for Alley Rehabilitation.**
- c. Authorize the City Manager to enter into a purchase agreement with Midcoast Construction Enterprises, LLC for \$64,750 for Alley Rehabilitation.**
- d. Authorize the City Manager to enter into a 1-year contract extension with Ashbritt, Inc., for Disaster Debris Removal for Storm Events.**
- e. Authorize the City Manager to enter into a unit price purchasing agreement with Florida Safety Contractors, Inc. for concrete sidewalk and apron replacement.**
- f. Authorize the City Manager to enter into a unit price purchasing agreement with MTM Contractors, Inc. for curb replacement.**

5. Action Items

- a. Update on capital and enterprise fund projects and authorization to proceed with a Request for Proposals for a bank note to be funded through the Stormwater Fund**
- b. Approval of Nabors, Giblin & Nickerson, P. A. as Bond Counsel for capital financing bank note and bond debt issues**
- c. Approval of Akerman, LLC as Disclosure Counsel for the proposed Capital Improvement Revenue Bonds, Series 2015**
- d. Confirmation of Stifel, Nicolaus & Company, Inc. and RBC Capital Markets as Underwriters to the City of St. Pete Beach for its proposed up to \$13,000,000 Capital Improvement Revenue Bonds, Series 2015.**
- e. Approval of a scope modification from Land & Water Engineering Science (LWES) in the amount of \$2,420 for the Egan Park Project.**
- f. Authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$116,580 to perform general engineering and consulting services for a citywide wastewater Inflow & Infiltration (I&I) Study.**

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

Issue Considered: Authorization for the City Manager to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial - U.S. Department of Justice Assistance Grant of Non- Matching Funds in the amount of \$2,810.00.

Date: February 24, 2015

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Administrative Services Director

Summary of Issue: The Administrative Services Department recently applied through the Florida Department of Law Enforcement and was awarded an Edward Byrne Memorial - U.S. Department of Justice Assistance Grant of Non-Matching Funds in the amount of \$2,810.00. The funding will be used by the City to purchase portable breath alcohol testing devices.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial Grant of Non –Matching Funds in the amount of \$2,810.00 to purchase portable breath alcohol testing devices".

Attachments: FDLE Certificate of Acceptance Agreement, Grant Application.

Reviewed by
City Manager: WS



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

JAN 28 2015

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

The Honorable Maria Lowe
Mayor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Re: Contract No. 2015-JAGD-PINE-3-R1-064

Dear Mayor Lowe:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 2,810.00 for the project entitled, PORTABLE BREATH ALCOHOL TESTING EQUIPMENT ACQUISITION. These funds shall be utilized for the purpose of reducing crime and improving public safety. A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

As you may be aware, information from subgrants and performance reports are currently provided to the Department of Justice under the Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet current federal transparency requirements. Contract and grant information is also provided to the State of Florida Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this grant agreement contains confidential or exempt information not subject to disclosure under public records law, Chapter 119, F.S., (such as disclosure of equipment for certain undercover operations that may result in sensitive information on grant documents) please contact the Office of Criminal Justice Grants for information on requesting exemption from public records disclosure.

Please complete and return the enclosed Certification of Acceptance to the Office of Criminal Justice Grants within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and/or the Department of Justice before beginning project activities including: a sole source procurement in excess of \$150,000; compensation for consultant services for rates in excess of \$650/day (\$81.25 per hour); publication plans; and purchase of automated data processing (ADP) equipment and software. A written request for approval is required if they are applicable to your project. You may also see a correlating special condition on your grant award in the Subgrant Information Management ON-Line (SIMON) system.

We look forward to working with you on this project. Please contact Planning Manager Annamarie Whatley at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/ar

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308
CERTIFICATION OF ACCEPTANCE**

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2015-JAGD-PINE-3-R1-064, in the amount of \$ 2,810.00, for a project entitled, PORTABLE BREATH ALCOHOL TESTING EQUIPMENT ACQUISITION, for the period of 02/01/2015 through 06/30/2015, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

Signature of Subgrantee's Authorized Official

Typed Name and Title of Official

Date of Acceptance

Name of Subgrantee

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of St. Pete Beach

Date of Award: 1/27/2015

Grant Period: From: 02/01/2015 TO: 06/30/2015

Project Title: PORTABLE BREATH ALCOHOL TESTING EQUIPMENT ACQUISITION

Grant Number: 2015-JAGD-PINE-3-R1-064

Federal Funds: \$ 2,810.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 2,810.00

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.



Authorized Official
Petrina Tuttle Herring
Bureau Chief

1/27/2015

Date

() This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Maria Lowe

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9220 **Ext:**

Fax:

Email: mayor@stpetebeach.org

Chief Financial Officer

Name: Elaine Edmunds

Title: Finance Director

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9250 **Ext:**

Fax:

Email: e.edmunds@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Maria Lowe

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9220 **Ext:**

Fax:

Email: mayor@stpetebeach.org

Project Director

Name: Daniel O'Connor

Title: Administrative Services Supervisor

Address: 155 Corey Avenue

City: Saint Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9213 **Ext:**

Fax: 727-363-9258

Email: d.oconnor@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

General Project Information

Project Title: PORTABLE BREATH ALCOHOL TESTING EQUIPMENT
Subgrant Recipient: City of St. Pete Beach
Implementing Agency: City of St. Pete Beach
Project Start Date: 2/1/2015 **End Date:** 6/30/2015

Problem Identification

The City of St. Pete Beach, a busy resort barrier island is located in Pinellas County on the Gulf of Mexico. The non-transient population is 10,000 +; however the total population often quadruples seasonally and during weekends and holidays. Within the City there are elementary schools, numerous churches, 38 acres of public parks and 4.5 miles of public beaches. The City also contains a system of canals, marinas, bridges, causeways and single family residences. The main boulevard is lined with hotel/motel lodging, residential condominiums, and a retail business district consisting of shops, restaurants and governmental facilities. The City of St. Pete Beach has been and continues to be an increasingly popular major tourist destination.

Approximately 35,000 vehicles per day transverse State Route 699 (Gulf Blvd.), the main thoroughfare. St. Pete Beach stretches nearly 5 miles, with approximately 118 licensed alcohol dispensing establishments, resulting in 23.6 places per mile where alcoholic beverages may be purchased and or consumed.

The most recent statistical crash data provided by the Florida Department of Highway Safety and Motor Vehicles indicates the City of St. Pete Beach has a disproportionate percentage of alcohol related crashes to non-alcohol-related crashes when compared to the whole State of Florida, Pinellas County and the 123 other cities of similar size throughout the State of Florida.

According to the Florida DHSMV report, the percentage of alcohol-related crashes to non-alcohol related crashes is 6.23% statewide and 8.33% in Pinellas County. The same report indicates the average percentage of alcohol-related crashes to non-alcohol-related crashes among the 123 cities in Florida having a population of 3,000-14,999 is 10.75%. The percentage of alcohol-related crashes to non-alcohol-related crashes in the City of St. Pete Beach during the same reporting period was calculated to be 15.64%.

The City of St. Pete Beach contracts with the Pinellas County Sheriff's Office for law enforcement services including emergency and non-emergency calls for patrol staff, detectives, public assistance, animal control, marine resources, administration, records, beach patrol, traffic/DUI and code enforcement.

Local deputies in addition to those assigned specifically to traffic/DUI enforcement work diligently to convey a collective goal of vigorous traffic/DUI law enforcement and related traffic/DUI education efforts throughout the City.

Most recently however, the productivity and efficiency of deputies working traffic/DUI law enforcement details has been negatively affected by not having portable breath alcohol testing devices readily accessible to support related probable cause development needed to arrest impaired drivers.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

Deputies rely upon their training, experience and observations when developing probable cause to make an arrest of an impaired driver. Components of the various field sobriety tests used to develop probable cause that are administered in the field without the utilization of portable breath alcohol devices are often miss-interpreted when challenged in court. Successful prosecutions are often lost and the overall focus of the traffic/DUI law enforcement effort is diluted.

The City of St. Pete Beach is requesting an award (\$2,810) that will fund the acquisition of four portable breath alcohol testing devices with additional mouthpieces that will provide reliable, accurate and immediate breath alcohol analysis and results to the arresting deputies engaged in traffic/DUI law enforcement.

The acquisition of these portable breath alcohol testing devices will increase the number DUI arrests and successful DUI prosecutions. The increased efficiency and enforcement efforts created by the purchase of this equipment will result in fewer aggressive and impaired motorists upon the roadway and will create a much needed solution and provide a more efficient path to the ultimate goal in making St. Pete Beach a safer place to travel, visit and live.

Project Summary (Scope of Work)

Due to budget constraints the City of St. Pete Beach is requesting sub-grant monies (\$2,810) to be used to purchase four new state of the art portable breath alcohol testing devices with additional disposable mouthpieces designed to deliver reliable, accurate and immediate breath alcohol analysis and results.

The instruments requested in this award will provide a cost-effective solution that will equip local deputies with the latest technology and tools to successfully gather and develop useful probable cause and present impaired drivers suspected of DUI to the judicial system. Traffic/DUI enforcement efforts created by the utilization of these devices will help achieve the ultimate goal of fully protecting and serving the community.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement? Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct



General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law enforcement programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period. Required for all projects.

Activity Description

Activity: Equipment Purchase
Target Group: Law Enforcement
Geographic Area: Suburban
Location Type: Citywide

Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: The increased efficiency and enforcement efforts created by this equipment will result in fewer impaired motorists upon the roadway. Local deputies will be able to more easily and successfully gather and develop useful probable cause and successfully present additional impaired drivers suspected of DUI to the judicial system.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov Website?

Goal: No

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

Goal: No

Measure: Part 2

If yes, enter grantee organization or agency name.

Application Ref # 2015-JAGD-1699

Section #3 Page 1 of 4

Contract -JAGD-PINE- - -

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct



Goal: N/A

State Purpose Area: E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

Activity Description

Activity: Equipment Purchases and/or Technology Investments
Target Group: Equipment Purchases and/or Technology Investments
Geographic Area: Suburban
Location Type: Citywide

Objectives and Measures

Objective: E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1

How much JAG funding has been allocated for equipment purchases and/or technology investments? Please report in dollars (\$).

Goal: \$2810

Objective: E2 - Make equipment purchases and/or technology investments

Measure: Part 1

What types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Computer-aided Dispatch (CAD), Computers/Mobile Data Terminals, Computer Software, Emergency Medical Services (EMS), Equipment for Police Cruisers (including in-car radios and laptops), In-car/On-person Camera Systems.

Goal: Four portable breath alcohol testing devices and additional disposable mouth pieces.

Objective: E3 - Achieve efficiencies or cost savings as a result of equipment purchases and/or technology investments.

Measure: Part 1

Describe any efficiencies or cost savings that will be achieved as a result of an equipment purchase and/or technology investment.

Goal: The increased efficiency and enforcement efforts created by this equipment will result in fewer impaired motorists upon the roadway. Local deputies will be able to more easily and successfully gather and develop useful probable cause and successfully present additional impaired drivers suspected of DUI to the judicial system.

Application Ref # 2015-JAGD-1699

Section #3 Page 2 of 4

Contract -JAGD-PINE--

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

The increased efficiency and enforcement efforts created by this equipment will result in fewer impaired motorists upon the roadway. Local deputies will be able to more easily and successfully gather and develop useful probable cause and successfully present additional impaired drivers suspected of DUI to the judicial system.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000423

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$2,810.00	\$0.00	\$2,810.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$2,810.00	\$0.00	\$2,810.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

EXPENSES: \$2810, 4 Portable breath alcohol testing devices at approximately \$677.50 each, 500 disposable mouthpieces at approximately .20 each \$100, shipping and handling. Total Costs \$2810

Any monies over the allotted approved budget will be the responsibility of the City of St. Pete Beach.

The City of St. Pete Beach will procure the items after seeking the lowest competitive price of three quotes as set forth by local policy.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$2500

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

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Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program_ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/
 - Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - Code of Federal Regulations: www.gpo.gov/fdsys/
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
www.bja.gov/ProgramDetails.aspx?Program_ID=59.
 - United States Code: www.gpo.gov/fdsys/
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
 - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dliis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>
 - State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)
2. **Requirements for Contractors of Subgrant Recipients**

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.

- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)

- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. Grant Adjustments

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
 - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
 - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
 - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
 - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at info@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. **Americans with Disabilities Act**
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. **Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)**
If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
 - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
 - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. **Limited English Proficiency (LEP)**
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at www.lep.gov.
FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
 - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
 - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

- (1) New construction
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
 - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: www.it.ojp.gov/gsp/grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to

www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. Additional Required Certifications

Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

Sole Source

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

ADP Justification

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

Confidential Funds Certificate

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

58. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

61. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. System for Award Management (SAM)

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

68. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. Ballistic-Resistant and Stab Resistant Body Armor

Subgrant recipients that wish to purchase armor with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at

<http://ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm>

72. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

73. Other Federal Funds

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. Monitoring

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. Unmanned Aerial Vehicles

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: City of St. Pete Beach		DUNS Number: 025164955
Address: 155 Corey Avenue		
Grant Title: Portable Breath Alcohol Testing Device Acquisition	Grant Number: 2015-JAGD-1699	Award Amount: \$2810
Name and Title of Contact Person: Daniel O'Connor Administrative Services Supervisor		
Telephone Number: 727-363-9213	E-Mail Address: d.oconnor@stpetebeach.org	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☒ Recipient is receiving an award less than \$25,000.

I, Carl Carnes - Human Resources Director- City of St. Pete Beach [responsible official],
certify that the City of St. Pete Beach [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that the City of St. Pete Beach [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Carl Carnes, Human Resources Director - City of St. Pete Beach

12/18/2014

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

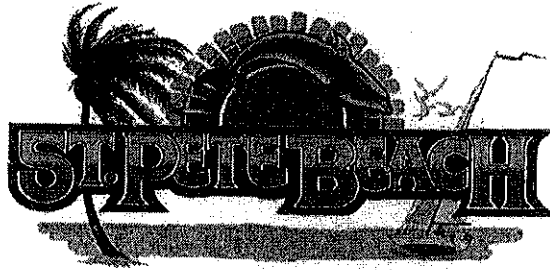
If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date



City of St. Pete Beach

155 Corey Avenue
St. Pete Beach, Florida 33706
727-367-2735

January 12, 2015

Rori Dunbar
Government Operations Consultant I
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Re. City Manager signature authority FDLE application# 2015-JAGD-1699, contract # 2015-JAGD-PINE-3-R1-

Dear Rori,

Please allow this letter to serve as signature granting authority given to Wayne Saunders our City Manager in all matters related to FDLE grant application # 2015-JAGD-1699 and contract # 2015-JAGD-PINE-3-R1-.

Sincerely,

Maria Lowe
Mayor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Application for Funding Assistance

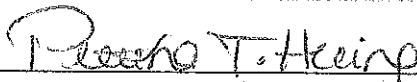
Florida Department of Law Enforcement
Justice Assistance Grant - Direct

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____



Petrina T. Herring, Bureau Chief

Typed Name and Title: _____

Date: _____

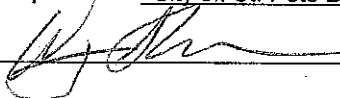
1/27/2015

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

City of St. Pete Beach

Signature: _____



Typed Name and Title: _____

Wayne Saunders, City Manager

Date: _____

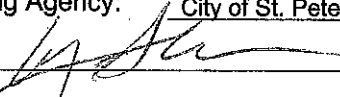
12-19-14

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

City of St. Pete Beach

Signature: _____



Typed Name and Title: _____

Wayne Saunders, City Manager

Date: _____

12-19-14

Application Ref # 2015-JAGD-1699

Section #6 Page 1 of 1

Contract -JAGD-PINE- - -

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

St. Pete Beach City Commission Agenda Report

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$66,856 for Alley Rehabilitation.

Date: February 24, 2015

Prepared By: Ian Wade, Project Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue:

Bids were received for Alley Rehabilitation on August 29, 2014. These bids were for eight (8) base bid alleys, with additional services unit costs to include additional alley work if determined necessary.

The base bids received included CPWG (\$65,450), Midcoast Construction, Inc. (\$147,886), and Kloote Contracting (\$260,736).

Considering the anticipated increased demands upon the alleys surrounding the upcoming reconstruction of Pass-A-Grille Way, we plan to focus efforts in this area. The revised and expanded scope includes complete removal and replacement of **6 inches** of crushed shell at 8th/9th Ave (E), 11th/12th (W), 12th/13th (E), 13th/14th (E), 13th/14th (W), 20th/21st (E), 26th/27th (E), 27th/28th (E). This scope replaces two of the original base bid alleys located elsewhere in the City with two alleys in the Pass-A-Grille area.

Based on the bids for the remaining six (6) base bid alleys and a unit rate of \$3.10 per square foot for the two alleys which were added to the scope, the total cost for the scope described above is \$66,856. The other unit rates submitted for this item were \$5.25 and \$9.60 per square foot by Midcoast Construction Enterprises, LLC and Kloote Contracting, Inc., respectively.

As stated in the "Additional Bidding Details" of the Request for Bids, "The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St Pete Beach also retains the right of selecting separate contractors for any particular bid item."

As a result we will be using Midcoast Construction, Inc. for placement of **3 inches** of crushed shell in alleys since they are the lowest qualified bidder at a unit rate of \$1.85 per square foot. The other 2 bids were \$2.50 and \$5.10 per square foot by CPWG and Kloote Contracting, Inc., respectively.

Funding: FY2014 CIP Pass-A-Grille Alley Work (Ordinance 2015-01: \$50,000) and FY2015 Street Rehab Alleys (\$16,856)

Requested Motion: “I move to authorize the City Manager to enter into a purchase agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$66,856 for Alley Rehabilitation.”

Attachments: Purchase Agreement

Reviewed by City Manager: _____*WS*_____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

CPWG, Inc.
Alley Rehabilitation 2014

THIS AGREEMENT is hereby executed this 24th day of February, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and CPWG, 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 120 days after commencement of work.

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 \$66,856, as full consideration for the goods or services provided hereunder. Additional services may be requested by the City, which shall be paid in addition to the sum listed above at the rates provided in the Additional Services Unit Costs section of the proposal.

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 and honor the duration of all manufacturer warranties as per the RFP and specifications.

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 and honor the duration of all manufacturer warranties as per the RFP and specifications. 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:

CPWG
708 Lithia Pinecrest Rd., Suite 101
Lithia, FL 33596

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.

CPWG
Vendor

BY Steve Tarte
Steve Tarte, SVP
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

ANDREW DICKMAN
CITY ATTORNEY

CITY CLERK

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city .

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011](#)(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

**CITY OF ST. PETE BEACH
CAPITAL IMPROVEMENT PROJECT PROPOSAL
FY2015 - FY2019**

PROJECT TITLE: Street Rehab

DEPARTMENT: Public Services
DIVISION: Streets

PROJECT DESCRIPTION:

Ongoing rehabilitation of streets - projects to be determined based on need.

LOCATION: citywide

LIFE EXPECTANCY OF PROJECT: 20 years for streets and 40 years for utilities

COST ESTIMATE METHOD (SOURCE): citywide level of service

PROJECT COST SCHEDULE

	Current FY 2014	FY2015	FY2016	FY2017	FY 2018	FY 2019	TOTAL FY15-19
CAPITAL COSTS							
Plan /Engineer/Design		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
Legal/permits							
Land acquisition							
Land preparation							
Construction		\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,500,000
Alleys	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
Other (Specify):							
SUBTOTAL	\$ 50,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,000,000

OPERATING COSTS (Itemize)

TOTAL							

FUNDING SOURCES (Itemize)

General Revenue	50,000	\$ 280,000	\$ 285,692	\$ 236,413	\$ 230,648	\$ 280,000	\$ 1,312,753
Penny for Pinellas		\$ 245,147	\$ 314,308	\$ 363,587	\$ 369,352	\$ 320,000	\$ 1,612,394
Reserves		\$ 74,853					
TOTAL	50,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 2,925,147

FY 2014 CIP PAG ALLEY WORK (ORDINANCE 2015-01;
\$50,000) AND FY 2015 STREET REHAB ALLEYS (\$16,856)

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

ISSUE CONSIDERED: Final Reading: Ordinance 2015-01 providing a supplemental appropriation for fiscal year 2015 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Project funds and providing for funding.

DATE: January 27, 2015

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2015-01 provides a supplemental appropriation to the General, Wastewater, Reclaimed Water, Stormwater and Capital Projects Funds for a total amount of \$2,393,855. The adjustments are as follows:

- Outstanding encumbrances from fiscal year 2014 being brought forward which total \$1,935,634. The breakdown by fund is as follows:
 - General Fund - \$69,425
 - Wastewater Fund - \$1,587,047
 - Reclaimed Water Fund - \$1,591
 - Stormwater Fund - \$13,673
 - Capital Projects Fund - \$263,898
- An additional adjustment to the General Fund in the amount of \$126,000 to cover settlement costs paid in the Chmeliewski case (\$121,500) and costs associated with interviewing the candidates for the City Manager position (\$4,500).
- An additional adjustment to the Stormwater Fund of \$58,639 to cover costs associated with improvements at 1240 Boca Ciega Isle Drive approved by the City Commission on October 28, 2014 but not budgeted.
- An additional adjustment to the Capital Projects Fund of \$273,582 for the following projects that were budgeted to be done in fiscal year 2014 but were not completed:
 - \$50,000 for Pass-A-Grille alley work.
 - \$156,250 for seawall repairs.
 - \$50,000 for beach dune walkovers.
 - \$17,332 for FDOT Landscaping project.

Funding for the above listed projects will come from reserves and reimbursements from Pinellas County and the Florida Department of Transportation.

REQUESTED MOTION: "I move to approve Ordinance 2015-01, (read title)..."

ATTACHMENTS: Ordinance 2015-01

22

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St. Pete Beach City Commission Agenda Report

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Midcoast Construction Enterprises, LLC for \$64,750 for Alley Rehabilitation.

Date: February 24, 2015

Prepared By: Ian Wade, Project Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue:

Bids were received for Alley Rehabilitation on August 29, 2014. These bids were for eight (8) base bid alleys, with additional services unit costs to include additional alley work if determined necessary.

Considering the anticipated increased demands upon the alleys surrounding the upcoming reconstruction of Pass-A-Grille Way, we plan to expand the scope of this rehabilitation and focus efforts in this area. The expanded scope includes placement of **3 inches** of crushed shell at alley locations which were determined not to require immediate regrading. These alleys include 1st/2nd (W), 7th/8th (W), 10th/11th (W), 14th/15th (E), 17th/18th (E), 18th/19th (E), 19th/20th (W), 20th/21st (W), 21st/22nd (W), 27th/28th (W), and 30th/31st (E).

Utilizing a typical alley width of 14 feet, the City anticipates an estimated 30,130 square feet of shell to be placed. To account for areas where the actual amount of shell required may exceed this width or the 3 inch depth, the City is requesting funding for as much as 35,000 square feet to ensure that the shell placed is adequate to establish proper grading and drainage for each alley.

Based on a unit rate of \$1.85 per square foot in the proposal provided by Midcoast Construction Enterprises, LLC, the total cost for this portion of the increased scope is \$64,750. The other unit rates submitted for this item were \$2.50 and \$5.10 per square foot by Cribb Philbeck Weaver Group, Inc. and Kloote Contracting, Inc., respectively.

As stated in the "Additional Bidding Details" of the Request for Bids, "The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St Pete Beach also

retains the right of selecting separate contractors for any particular bid item.”

As a result we will be utilizing Cribb Philbeck Weaver Group for removal and replacement of **6 inches** of crushed shell in the other alleys determined necessary. Based on the bids for the six (6) base bid alleys and a unit rate of \$3.10 per square foot for the two alleys which were added to the scope, the total cost is \$66,856. The other unit rates submitted for this item were \$5.25 and \$9.60 per square foot by Midcoast Construction Enterprises, LLC and Kloote Contracting, Inc., respectively.

Funding: FY2015 Street Rehab CIP: “Alleys” (\$33,144) and “Construction” (\$31,606)

Requested Motion: “I move to authorize the City Manager to enter into a purchase agreement with Midcoast Construction Enterprises, LLC for \$64,750 for Alley Rehabilitation.”

Attachments: Purchase Agreement

Reviewed by City Manager: _____ *WS* _____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Midcoast Construction Enterprises, LLC
Alley Rehabilitation 2014

THIS AGREEMENT is hereby executed this 24th day of February, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Midcoast Construction Enterprises, LLC (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 120 days after commencement of work.

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 \$64,750, as full consideration for the goods or services provided hereunder. Additional services may be requested by the City, which shall be paid in addition to the sum listed above at the rates provided in the Additional Services Unit Costs section of the proposal.

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 and honor the duration of all manufacturer warranties as per the RFP and specifications.

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 and honor the duration of all manufacturer warranties as per the RFP and specifications. 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:

Midcoast Construction Enterprises, LLC
405 St. Petersburg Drive, Suite 4
Oldsmar, FL 34677

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.

Midcoast Construcion Enterprises, LLC
Vendor

BY

JACK FULFORD, PRESIDENT

NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

ANDREW DICKMAN
CITY ATTORNEY

CITY CLERK

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city .

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011](#)(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

**CITY OF ST. PETE BEACH
CAPITAL IMPROVEMENT PROJECT PROPOSAL
FY2015 - FY2019**

PROJECT TITLE: Street Rehab

DEPARTMENT: Public Services
DIVISION: Streets

PROJECT DESCRIPTION:

Ongoing rehabilitation of streets - projects to be determined based on need.

LOCATION: citywide

LIFE EXPECTANCY OF PROJECT: 20 years for streets and 40 years for utilities

COST ESTIMATE METHOD (SOURCE): citywide level of service

PROJECT COST SCHEDULE

	Current FY 2014	FY2015	FY2016	FY2017	FY 2018	FY 2019	TOTAL FY15-19
CAPITAL COSTS							
Plan /Engineer/Design		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
Legal/permits							
Land acquisition							
Land preparation							
Construction		\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,500,000
Alleys	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
Other (Specify):							
SUBTOTAL	\$ 50,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,000,000

OPERATING COSTS (Itemize)

TOTAL							

FUNDING SOURCES (Itemize)

General Revenue	50,000	\$ 280,000	\$ 285,692	\$ 236,413	\$ 230,648	\$ 280,000	\$ 1,312,753
Penny for Pinellas		\$ 245,147	\$ 314,308	\$ 363,587	\$ 369,352	\$ 320,000	\$ 1,612,394
Reserves		\$ 74,853					
TOTAL	50,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 2,925,147

FY 2015 STREET REHAB CIP: "ALLEYS" (\$33,144) AND
"CONSTRUCTION" (\$31,606)

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

Issue

Considered: Authorize the City Manager to enter into a 1-year contract extension with Ashbritt, Inc., for Disaster Debris Removal for Storm Events.

Date: February 24, 2015

Prepared By: Steven J. Hallock, Public Services Director

**Summary of
Issue:**

A Request for Qualifications (RFQ) was released for qualifications and price proposals for disaster debris removal for storm events in 2011. City Commission approved a 3-year contract on 5/24/2011 with two (2) 1-year contract extensions pending future City Commission approval.

The Florida Department of Transportation (FDOT) is required to clear State highways and bridges, but the City is responsible for debris clearing and removal on all City streets.

Due to its nature the Ashbritt, Inc. RFQ is over 200 pages and meant to address any and all circumstances that may arise after a storm event. It is available in the Public Services Department if any one wishes to review.

The City Attorney has reviewed the contract extension and approved. We will need to do a new RFQ in 2016 since this is the last 1-year extension under the original agreement.

Funding: Debris clearing and removal is reimbursed from the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) for public access roads, right-of-ways, and public property. It is encouraged by FEMA and easier for reimbursement purposes if a pre-storm contractor completes disaster recovery and monitoring rather than City staff.

**Requested
Motion:**

"I move to authorize the City Manager to enter into a 1-year contract extension with Ashbritt, Inc., for Disaster Debris Removal for Storm Events."

Attachments: Debris Removal Contract
Debris Removal Contract Extension

**Reviewed by
City Manager:**

____WS____

The City of St. Pete Beach, Florida

Pre-Storm Contract for Disaster Recovery Services

THIS CONTRACT is made this the 24 day of MAY 2011, by and between **AshBritt, Inc.** a Florida corporation (hereinafter referred to as “**Contractor**”) and the **City of St. Pete Beach**, a political subdivision of the State of Florida (hereinafter referred to as “**City**”).

RECITALS

WHEREAS, it is foreseen that it is be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City** and to provide recovery Technical Assistance to the appointed and elected officials resulting from a future natural or manmade disaster; and

WHEREAS, the **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the **City** by such storms or manmade events; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **AshBritt, Inc.** has the experience, equipment, manpower, wherewithal, and resources, as well as the permits and licenses to perform all related debris and other storm services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, pricing schedule, terms, conditions and technical specifications as set out in this competitive Contract; and

THEREFORE, said parties do agree to the following stipulations, conditions and technical specifications.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (hereinafter referred to as “debris”)*, including hazardous and industrial waste materials and within the time specified in Section 3.3 of this

Contract. Emergency debris push, debris removal, demolition of structures and hazard mitigation actions shall be limited to:

- 1) That which is necessary to eliminate immediate threats to life, public health, and safety;
- 2) That which has been necessary to eliminate immediate threats of significant additional damage to improved public or private property;
- 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

The contractor provided services shall provide for the effective and efficient removal and lawful disposal of storm debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, any other locally owned facility or residential or commercial site as may be directed by the **City**. Contracted services will only be performed after the delivery, to the **Contractor**, an Approved Work Authorization and a Notice-to-Proceed by the **City**. The **Contractor** shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the **City** as set out in Section 4.8 of this Contract.

1.2 Emergency Road Clearance / Push:

The **Contractor** shall accomplish the push by the cutting, tossing, stacking and/or pushing of storm debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for a period of 72 daylight hours (plus or minus) after a disaster event, unless extended by the **City**. Once this debris push task is accomplished, the following additional tasks will begin as requested.

1.3 Right-of-Way (ROW) Removal:

The **Contractor** shall mechanically load and/or haul all debris from the local ROW when directed to do so by the **City**. The debris materials shall be delivered to a City designated Temporary Debris Storage and Reduction Site (TDSRS) for processing. The **Contractor** shall use reasonable care to prevent damage to **City** or private property not already damaged by the disaster event, or by other causes, in the process of ROW debris removal.

1.4 Right-of-Entry (ROE) Removal (if implemented):

The **Contractor** will remove ROE debris from private property with due diligence, as directed by the **City**, or the monitoring team. The **Contractor** agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The **Contractor** will exercise caution when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made to mark and avoid these utilities. **Contractor** does not warrant that utility damages will not occur as a result of conducting the debris removal services on private property.

1.5 Demolition of Structures (if implemented):

The **Contractor** will demolish any unsafe structures designated for removal only at the direction of the **City**. The **Contractor** will abide by all asbestos abatement regulations unless waived by the Government.(see section 5.14) The **Contractor** agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the **City** as set out in Section 1.1 of this Contract

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of Temporary Debris Sites:

The **Contractor** shall operate and manage all Temporary Debris Storage and Reduction Sites (TDSRS) as the **City** may require and authorize. In doing so, the contractor will perform all, but not limited to, the following actions:

- A. Prepare a layout plan for each site
- B. Provide the **City** with a pre-use condition report to include soil test, photos and other evidence of prior use and conditions.
- C. Provide site security, traffic control, fire safety, tower construction and the environmental safe guard requirements of the Government.
- D. Process all debris as directed by the **City**, to include grinding, incineration, and/or compaction with as much separation as may be practical.
- E. Separate white goods for specialized disposal as directed by the **City**.
- F. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis. Leave such to the site improvements as the **City** may elect.

1.7 Disaster Recovery Technical Assistance:

The **Contractor** will provide, upon request, Disaster Recovery Technical Assistance to elected and appointed officials within the **City**. This service shall include support guidance on all aspects of the recovery process. Emphasis will be on the debris management disaster grants. The contractor will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior contractor team member with the goal of assisting the **City** to receive the maximum reimbursement available from external sources.

1.8 Other Disaster Services:

The **City** may require, request, and direct the contractor to supply and/or perform other/additional services not set out in the scope of services for this contract. These additional taskings shall be conveyed in writing to the contractor and any such conveyance shall become an amendment to this contract.

1.8.1 Additional Support Services:

The **Contractor** can/will provide *Additional Support Services* as requested by the **City**. The **Contractor** maintains an inventory of professional storm recovery service

providers, which include but are not limited to: emergency power, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, and preservation of historical sites, vessel recovery, hazardous waste remediation, and bio-terrorism remediation. In the event the **City** requests the contractor to provide *Additional Support Services*, the contractor will deliver immediately a price value for each service requested for consideration and negotiation

The multitude of variables attending such services (i.e., timing, distance, units required, and necessary duration of service), makes the listing or pricing of each such services as an attachment to this contract impractical. This contractor will provide such services at the lowest possible unit, hourly or lump sum price using the pricing value listing mentioned in section 1.8.1

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The **Contractor** agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as may be required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The **Contractor** shall bear all costs of performing contracted services, as directed by the **City**, including but not limited to that which is set out in Section 1.0. This will include applicable permits and license fees as well as all maintenance costs required to maintain its vehicles and other operating equipment in a condition adequate to accomplish the contracted services as set out in this contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The **Contractor** may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the **Contractor** is responsible for the acts and omissions of its employees. The **Contractor** shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The **Contractor** shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The **Contractor** agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including reasonable attorney's fees) rising out of any act or omission of the **Contractor**, its agents, subcontractors or employees in the performance of this Contract.

2.3.3 Insurance(s):

The **Contractor** agrees to keep the following Insurance in full force and effective during the term of this Contract. The **Contractor** must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

This coverage is required if the **Contractor** employs individuals on either a full or part-time basis to perform the contracted services.

- ◆ Coverage A Statutory State Requirements
- ◆ Coverage B \$1,000,000

2.3.5 Automobile Liability:

- | | |
|-----------------|---------------------------|
| Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each accident |
| Property Damage | \$1,000,000 each accident |

2.3.6 Comprehensive General Liability:

- | | |
|-----------------|---------------------------|
| Bodily Injury | \$1,000,000 each person |
| | \$2,000,000 aggregate |
| Property Damage | \$1,000,000 each accident |
| | \$2,000,000 aggregate |

2.3.7 Insurance Cancellation / Renewal:

The **Contractor** will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The **Contractor** shall have a knowledgeable and responsible Manager/Supervisor report to the **City/Town's** designated Contract Representative within twenty four (24) hours following a Notice-to-Proceed issued by the **City**. The Contractor Manger/Supervisor shall have the authority to implement all actions and

commitments required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 24 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

3.3 Time to Complete:

The **Contractor** shall complete all directed work as set out in Section 1.0 of this Contract in 180 working days and in accordance with Section 5.8 of this Contract, unless extended by the **City**.

3.4 Completion of Work:

The **Contractor** shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions :

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then the Contract shall be extended for such time as caused by the delay to allow the **Contractor** to complete the performance of the Contract. This Contract may be extended by mutual consent of both the **City** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City** and **Contractor**, with the **City** having the option to extend the terms of this Contract for two (2) additional one-year periods.

3.7 Contract Renewal:

This Contract may be renewed for additional one year terms after a written acceptance of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 and Exhibit-B (*AshBritt Hourly/Service Rate Schedule*) of this Contract may be reviewed on an annual basis, at which time amended unit costs may be submitted by the **Contractor** to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s).

3.8 Contract Termination:

This Contract shall terminate upon 180 days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The **Contractor** shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the contractor, in writing, in the shortest possible time.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the availability and responsibility for storm debris services. The **Contractor** may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The **Contractor** shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The **Contractor** shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The **Contractor** shall have and require strict compliance with accepted ethical practices.

4.4 Supervision:

The **Contractor** will supervise and/or direct all contracted services. The **Contractor** is solely responsible for the means, methods, techniques, safety program and procedures. The **Contractor** will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor on all communications given to the supervisor by the **City**.

4.5 Damages:

The **Contractor** shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. **Contractor** shall also be responsible for any damages owing to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The **Contractor** shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris :

All debris shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the **City**, the **Contractor** shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the **City**. Other additional sites may be utilized as directed and/or approved by the **City**.

5.0 GENERAL TERMS and CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** or its monitors. Work will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes:

The **Contractor** shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the intervals of time for all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**. Upon agreement between the **City** and the **Contractor** the number of passes may be increased based on mutual agreement regarding the amount of additional debris brought to the ROW.

5.3 Operation of Equipment:

The **Contractor** shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The **Contractor** shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul storm generated debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** or its monitors and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the **City** by the contractor or monitor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment used to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the debris does not extend horizontally beyond the bed of the hauler. All loose debris shall be reasonably compacted and secured during transport.

5.7 Traffic Control:

The **Contractor** shall mitigate the impact on local traffic conditions to all extents possible. The **Contractor** is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The **Contractor** shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Monitoring of Debris Operations

The Government may require that the **City** conduct a debris monitoring program. The contractor will assist the monitoring team, if this activity is by force account or contracted. The contractor will cooperate and coordinate with the debris monitoring team in all aspects of the team activity. If the **City** elects to conduct the debris monitoring by force account, the contractor will conduct detailed debris monitoring training at the request of the **City**. Debris eligibility determinations, by the monitoring team, shall be made at the point of vehicle loading. Determinations of the vehicle percentage full, by the monitoring team, shall be made at the entrance to the TDSRS.

Logistical support and reports to the **City** on debris monitoring activities are the responsibility of the team manager or monitoring contractor.

5.9 Work Days/Hours:

The **Contractor** may conduct debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the **Contractor**.

5.9 Hazardous and Industrial Wastes:

The **Contractor** shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. The **Contractor** will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. The **Contractor** may use the services of a subcontractor specializing in the management and disposal of such materials and waste, if the contractor is directed to conduct such operations by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented, and invoiced by the contractor for payment in accordance with the rates contained on Exhibit B (Perquimans City Unit Rate Schedule).

5.11 Utilizing Local Resources:

The **Contractor** shall, to the greatest extent practical, will give priority to utilizing resources within the **City**. This local preferences priority will include, but not limited to, debris hauling, procurement of services, supplies and equipment, and awarding other recovery service subcontracts and employment to the local work force.

5.12 Work Safety:

The **Contractor** shall provide and enforce a safe work environment in all activities to which it is tasked. The **Contractor** will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The **Contractor** shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have

access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the **Contractor's** debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets will also be utilized for debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The **Contractor** shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal, processing and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports will detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed or disposed, the total number of crews engaged in debris management operations, the crews assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. The **Contractor** will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm the prior twenty four (24) hours.

6.2.2 Weekly Summaries:

A weekly summary of all information contained in the daily reports as set out in Section 6.2.1 will be provided to the **City**. The contractor will provide this report within two business days after the end of the week. The **Contractor** will provide both reports in written and electronic format if requested.

6.2.3 Report(s) Delivery:

The scheduled time and point of delivery for the debris and other recovery operations reports will be directed by the **City** in consultation with the **Contractor**.

6.2.4 Final Project Closeout Report:

Upon final inspection and/or closeout of the project by the **City**, the **Contractor** shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, the **Contractor** will provide additional information to adequately document the conduct of the debris management operations for the **City** and/or Government, to include electronic spread sheets.

6.3 Additional Supporting Documentation:

The **Contractor** shall submit reports and/or other documentation on debris loading, hauling, disposal and load capacity measurements as may be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The **Contractor** will maintain all reports, records, and debris reporting tickets and contract correspondence for a period of not less than three (3) years. These maintained reports may be electronic scanned copies of the daily load tickets and tower determination of percent full.

6.5 Contract File Maintenance:

The **Contractor** will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 Unit Price for Emergency Push / Road Clearance:

The **Contractor** will invoice the **City** and be paid for this contracted service in accordance with the rates as set out in Exhibit-A (AshBritt Fee Schedules)

7.2 Unit Price for Debris:

The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and demobilization as may be directed by the **City**. All eligible contracted debris shall be invoiced in accordance with the rates set out in Exhibit-A (AshBritt Fee Schedules)

7.3 Unit Prices for Stumps:

The **City** will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding rate as set out in Exhibit-A (AshBritt Fee Schedules)

7.4 Billing Cycle:

The **Contractor** shall invoice the **City** on a bi-weekly basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The **City** agrees to accept the **Contractor's** invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 days of the receipt of the **Contractors** invoice. The **City** will advise the **Contractor** within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.6 Ineligible Work:

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

7.6.1 Eligibility Inspections:

The **Contractor** and **City** or the Monitoring Team will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.6.2 Eligibility Determinations:

If any load is suspect to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the TDSRS. The **Contractor** will not invoice the **City** for such load(s) until the issue of eligibility is resolved.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the pricing for Sections 7.1, 7.2 and 7.3 in Exhibit B. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the **City** and the **Contractor**. The results are subject to the review by the Government.

7.8 Specialized Services:

The **Contractor** may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified

under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit B.

7.9 Amended Pricing

The pricing of services in this contract reflects the anticipated severity and magnitude of a major disaster event. The **City** may choose to activate the **Contractor** in response to a disaster event of less magnitude. Upon contractor activation, by Notice-to-Precede, for a lesser event the **Contractor** reserves the right to submit to the **City** an amended and reduced pricing schedule. Any such amended pricing schedule will be submitted within three (3) business days of activation or upon the completion of the **AshBritt** damage assessment survey, whichever occurs first.

The **City** will indicate acceptance within 24 hours of the delivery of the proposed amended pricing schedule and the logic for such action. Any amendment to the contract pricing for a current activation does not amend the pricing for any future disaster event.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at:

John W. Noble, COO
AshBritt, Inc.
565 East Hillsboro Blvd
Deerfield Beach, FL 33441

To City at:

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706-1839

8.2 Applicable Law:

The laws of the State of Florida shall govern this Contract.

8.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract and RFP Documents supercedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties as per Sections 7.7 and 8.1 of this Contract.

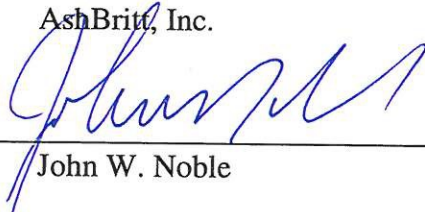
8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the **Contractor** has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the day and year first written above on page one.

AshBritt, Inc.
By: 
John W. Noble

Title: _____
Chief Operating Officer

St. Pete Beach, Florida
By: 

Title: City Manager

ATTEST:

 marketing
Name – Title

ATTEST:

Colette Graston
Name – Title Executive Assistant

Attachments: Exhibit-A (*AshBritt Fee Schedule*)



RE: AMENDMENT OF CURRENT CONTRACT

THIS EXTENSION OF CONTRACT ("Extension") is made this 24th day of February for the purpose of extending the contract known as Pre-Storm Contract for Disaster Recovery Services - Term Extension Contract, dated May 24th, 2011 (Original Contract") between AshBritt, Inc. and the City of St. Pete Beach, FL.

1. The Original Contract is described below and will end on May 24, 2015.
 - a. Pre-Storm Contract for Disaster Recovery Services
2. The Parties agree to extend the Original Contract, which will begin immediately upon the expiration of the original time period and will end on May 24, 2016.
3. This Extension binds and benefits both Parties and any successors or assigns. This document, in addition to the Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.



Authorized Signor for AshBritt, Inc.

Randal Perkins

Printed Name

2-17-15

Date

Authorized Signor for St. Pete Beach

Printed Name

Date

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Florida Safety Contractors, Inc. for concrete sidewalk and apron replacement.

Date: February 24, 2015

Prepared By: Steven J. Hallock, Public Services Director

Summary

Of Issue: The City received sealed bids with unit prices including sidewalk, concrete apron and curb replacement on November 11, 2014. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost.

After a review of the unit prices provided and the required bid submittals, Florida Safety Contractors, Inc. was determined to be the lowest qualified bidder for sidewalk and apron work.

As stated in the "Additional Bidding Details" of the Request for Bids, "The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St Pete Beach also retains the right of selecting separate contractors for any particular bid item."

Funding: FY2015 Budget - Public Services Department – Streets – R&M Other - 001.6103.541.5469

**Requested
Motion:**

"I move to authorize the City Manager to enter into a unit price purchasing agreement with Florida Safety Contractors, Inc. for concrete sidewalk and apron replacement."

Attachments: Bid Tab
Purchase Agreement with Florida Safety Contractors, Inc.

**Reviewed by
City Manager:** WS



Sidewalk & Curb Unit Price Bids - FY2015

11/7/2014

<u>Item</u>	<u>MTM</u>	<u>FL Safety Contractors</u>
4" Sidewalk - PER SQFT	\$6.48	\$6.00
6" Sidewalk - PER SQFT	\$9.25	\$8.00
Concrete Apron - 6" thick - PER SQFT	\$9.25	\$9.00
Miami Curb - PER LNFT	\$37.00	\$54.00
Intersection Valley Curb - PER LNFT	\$48.00	\$75.00
D Curb - PER LNFT	\$28.00	\$55.00
F Curb - PER LNFT	\$35.00	\$56.00

Bid Package Review

<u>Items Required to Be Submitted with Bid</u>	<u>MTM</u>	<u>FL Safety Contractors</u>
Submitted 2 Copies	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes
Bid Schedule	Yes	Yes
Project Schedule	N/A	N/A
References and Qualifications		
<i>3 References (within past 5 years)</i>	Yes	Yes
<i>Firm's History & Personnel Experience</i>	Yes	Yes
<i>Claims/Disputes</i>	Yes	Yes
<i>Bonding Capacity</i>	Yes	Yes
Certificate of Insurance	Yes	Yes
Bid Bond	N/A	N/A
Contractor Proof of License	Yes	Yes
List of Subcontractors	N/A	N/A
Contractor's Education and Training	Yes	Yes
Vendor Form	Yes	Yes

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Florida Safety Contractors, Inc.
FY2015 Unit Price Sidewalk and Curb Replacement

THIS AGREEMENT is hereby executed this 24th day of February, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Florida Safety Contractors, 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 September 30th, 2015.

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 as per the Unit Prices listed in the Bid Schedule, 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:

Florida Safety Contractors, Inc.
P.O. Box 16628
Tampa, FL 33687

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.

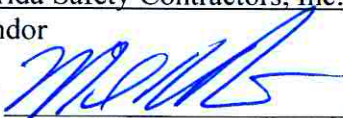
17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

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

Florida Safety Contractors, Inc.
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY


Michael K. Reichert, President
NAME, TITLE (typed or printed)

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

ANDREW DICKMAN
CITY ATTORNEY

CITY CLERK

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with MTM Contractors, Inc. for curb replacement.

Date: February 24, 2015

Prepared By: Steven J. Hallock, Public Services Director

Summary

Of Issue: The City received sealed bids with unit prices including sidewalk, concrete apron and curb replacement on November 11, 2014. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost.

After a review of the unit prices provided and the required bid submittals, MTM Contractors, Inc. was determined to be the lowest qualified bidder for curb replacement.

As stated in the "Additional Bidding Details" of the Request for Bids, "The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St Pete Beach also retains the right of selecting separate contractors for any particular bid item."

Funding: FY2015 Budget - Public Services Department – Streets – R&M Other - 001.6103.541.5469

Requested

Motion: "I move to authorize the City Manager to enter into a unit price purchasing agreement with MTM Contractors, Inc. for curb replacement."

Attachments: Bid Tab
Purchase Agreement with MTM Contractors, Inc.

Reviewed by
City Manager: WS



Sidewalk & Curb Unit Price Bids - FY2015

11/7/2014

<u>Item</u>	<u>MTM</u>	<u>FL Safety Contractors</u>
4" Sidewalk - PER SQFT	\$6.48	\$6.00
6" Sidewalk - PER SQFT	\$9.25	\$8.00
Concrete Apron - 6" thick - PER SQFT	\$9.25	\$9.00
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F Curb - PER LNFT	\$35.00	\$56.00

Bid Package Review

<u>Items Required to Be Submitted with Bid</u>	<u>MTM</u>	<u>FL Safety Contractors</u>
Submitted 2 Copies	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes
Bid Schedule	Yes	Yes
Project Schedule	N/A	N/A
References and Qualifications		
<i>3 References (within past 5 years)</i>	Yes	Yes
<i>Firm's History & Personnel Experience</i>	Yes	Yes
<i>Claims/Disputes</i>	Yes	Yes
<i>Bonding Capacity</i>	Yes	Yes
Certificate of Insurance	Yes	Yes
Bid Bond	N/A	N/A
Contractor Proof of License	Yes	Yes
List of Subcontractors	N/A	N/A
Contractor's Education and Training	Yes	Yes
Vendor Form	Yes	Yes

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

MTM Contractors, Inc.
FY2015 Unit Price Sidewalk and Curb Replacement

THIS AGREEMENT is hereby executed this 24th day of February, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and MTM Contractors, 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 September 30th, 2015.

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 as per the Unit Prices listed in the Bid Schedule, 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.

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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.

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As to Vendor:

MTM Contractors, Inc.
6550 53rd St. No.
Pinellas Park, FL 33781

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.

MTM Contractors, Inc.
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY *George T. Scoworth*
George T. Scoworth, President
NAME, TITLE (typed or printed)

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

ANDREW DICKMAN
CITY ATTORNEY

CITY CLERK

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
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This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

- (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
 - (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
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- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

St. Pete Beach City Commission Agenda Report

Issue Considered:	Update on capital and enterprise fund projects and authorization to proceed with a Request for Proposals for a bank note to be funded through the Stormwater Fund
Date:	February 24, 2015
Prepared By:	Elaine Edmunds – Administrative Services Director
Summary of Issue	The Pass-A-Grille Way, Blind Pass Road and wastewater projects require long term borrowing in order to fund the projects. Cost estimates for the Pass-A-Grille Way and Blind Pass Road projects are higher than originally projected. The Commission previously approved moving forward with two separate forms of borrowing. The Wastewater Fund will borrow via a bank note and the larger projects of Pass-A-Grille Way, Blind Pass Road and the library projects will be funded through a longer term bond issue. A significant portion of the Pass-A-Grille Way and Blind Pass Road projects involve major improvements to the Stormwater system. Originally most of these costs were to be paid by grants from SWFWMD and monies transferred to the Capital Project Fund from the General Fund. Due to costs being higher than projected, monies originally earmarked to be paid for stormwater improvements will have to be available for the entire project. Additionally, Stormwater was established in 2010 as an enterprise fund and revenues collected from the stormwater assessments to properties in the City, must go specifically toward storm water improvements. Following a review of the financing options with the City's Financial Advisor, Larson Consulting Services, it is therefore recommended that an additional bank note in the amount of up to \$3.0 million be applied to these road projects as a contribution from dedicated stormwater revenues. This is a similar approach with the proposed Wastewater Note, as a portion of that will also be set aside as a contribution for its portion of these road projects. Timing is critical and funding needs to be in place when these projects are initiated. A Financing Timetable prepared by the Preliminary City's Financial Advisor for the proposed Stormwater Utility bank Note is attached. This provides for

an estimated closing of this Note by Mid May, a few weeks ahead of the proposed Capital Improvement Revenue Bond financing.

Requested Motion:

“I move to authorize the City Manager to proceed with a request for proposals for a Stormwater Utility bank note of up to \$3,000,000 to be paid by the Storm water Fund.”

Attachment:

Preliminary Financing Timetable for the Stormwater Utility Note, Series 2015

**Reviewed by the
City Manager**

WS



City of St. Pete Beach, Florida
Stormwater Utility Revenue Note, Series 2015
Preliminary Financing Timetable
February 11, 2015 - Up to \$3,000,000

February 2015							March 2015							April 2015							May 2015						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
							29	30	31												31						

City Commission meets on the 2nd and 4th Tuesday of Each Month

STATUS	Date	Actions	Responsible
☒	2/6/2015	City Staff and FA review Pass A Grille Project cost update and Stormwater portion	C, FA
☒	2/11/2015	FA and Staff review Financing options, FA distributes preliminary Financing Timetable for proposed 2015 Stormwater Note	C, FA
☐	2/24/2015	City Commission Meeting - Staff & FA Update on Pass A Grille Project and Stormwater portion. Motion to proceed	C, FA
☐	2/26/2015	FA updates Bond Counsel, distributes draft bank RFP	FA, BC
☐	3/4/2015	LCS to issue RFP to Banks, City to post RFP as needed	C, FA
☐	3/18/2015	Bond Counsel distributes draft Stormwater Master Resolution & Series Resolution	BC
☐	3/23/2015	Updated Stormwater documents to Banks	C, FA, BC
☐	3/31/2015	Bank RFP's due at City	C, FA
☐	4/3/2015	City/FA Conference Call, select Lender (subject to Commission)	C, FA
☐	4/10/2015	Updated documents to Bank/Bank Counsel	BC, FA
☐	4/17/2015	Distribute updated City documents to Admin. Services Dir./City Clerk for Commission	BC
☐	4/28/2015	City Commission Meeting - Approval Bank Selection, Rate Lock, Bond Resolution, and Delegation for 2015 Note	C, FA, BC
☐	5/12/2015	Preclosing/signing at City Hall (Bond Counsel to arrange)	WG
☐	5/13/2015	Final Closing, Investment of Proceeds	C, FA
☐			
☐			

WG - Working Group

C - Client, St. Pete Beach, Florida

GC - General Counsel, Andrew Dickman, Esq., City Attorney

FA - Financial Advisor, Larson Consulting Services, Orlando

BC - Bond Counsel, TBD

L - Bank, TBD

LC - Bank Counsel, TBD

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

Issue Considered: Approval of Nabors, Giblin & Nickerson, P. A. as Bond Counsel for capital financing bank note and bond debt issues

Date: February 24, 2015

Prepared By: Elaine Edmunds – Administrative Services Director

Summary of Issue The City issued a Request for Qualifications for Bond Counsel with a due date of February 12, 2015. The City received 7 proposals. A selection committee comprised of the City Manager, City Attorney, Administrative Services Director and City's Financial Advisor, Larson Consulting Services, reviewed the proposals and recommends Nabors, Giblin & Nickerson, P.A. as Bond Counsel for the City.

The proposed capital projects which require additional funding include (1) a Waste Water Utility Note, Series 2015 (up to \$5,500,000), (2) a Capital Improvement Revenue Bond, Series 2015 (up to \$13,000,000) related to, but not limited to, improvements on Pass-A-Grille Way, Blind Pass Road and the library, (3) a Storm Water Utility Note, Series 2015 (up to \$3,000,000), and (4) a Gulf Boulevard Beautification Project Note, Series 2015 (estimated to be \$4,300,000 to \$5,300,000 and related to the Inter local Agreement and revenue sharing with Pinellas County). The City retains the right to use the bond counsel for any future debt issues, and if not satisfied with the services of the selected firm on any of the issues, to select another firm that responded to the City's RFQ.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with Nabors, Giblin & Nickerson, P.A. as bond counsel for the City of St. Pete Beach subject to review and approval of the City Attorney."

Attachment: None

**Reviewed by the
City Manager**

WS

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

Issue Considered: Approval of Akerman, LLC as Disclosure Counsel for the proposed Capital Improvement Revenue Bonds, Series 2015

Date: February 24, 2015

Prepared By: Elaine Edmunds – Administrative Services Director

Summary of Issue The City issued a Request for Qualifications for disclosure counsel with a due date of February 12, 2015. The City received 9 proposals. A selection committee comprised of the City Manager, City Attorney, Administrative Services Director and City's Financial Advisor, Larson Consulting Services, reviewed the proposals and recommends Akerman, LLC as Disclosure Counsel for the City.

The proposed capital projects which require additional funding and the services of Disclosure Counsel in working with the City, its Financial Advisor, to be selected Underwriter(s), and to be selected Bond Counsel are being financed with a long term bond issue, the proposed up to \$13,000,000 Capital Improvement Revenue Bonds, Series 2015. This bond issue is being considered to finance a number of capital improvement projects including, but not limited to, (1) improvements on Pass-A-Grille Way, (2) Blind Pass Road and (2) the library. The City retains the right to use the Disclosure Counsel for any future bond issues.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with Akerman, LLC as Disclosure Counsel for the City of St. Pete Beach upon review and approval of the City Manager."

Attachment: None

**Reviewed by the
City Manager**

WS

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

Issue Considered: Confirmation of Stifel, Nicolaus & Company, Inc. and RBC Capital Markets as Underwriters to the City of St. Pete Beach for its proposed up to \$13,000,000 Capital Improvement Revenue Bonds, Series 2015.

Date: February 24, 2015

Prepared By: Elaine Edmunds – Administrative Services Director

Summary of Issue The City issued a Request for Proposals for Underwriter(s) with a due date of February 16, 2015. The City received 4 proposals. A selection committee comprised of the City Manager, City Attorney, Administrative Services Director and the City's Financial Advisor, Larson Consulting Services, reviewed the proposals. Given the size and importance of this bond issue, and the desire to reach as many retail (individual) and institutional potential investors as possible, the Selection Committee recommends the selection of Stifel, Nicolaus & Company, Inc. as the Senior Managing Underwriter, and RBC Capital Markets as a Co-Manager.

The Series 2015 bond financing will be issued via a Master Resolution and Series Resolution, and be secured as a senior lien whose financing source is specific non ad valorem pledged revenues. These specific revenues include franchise fees, utility taxes, guaranteed entitlement revenues and sales tax revenues.

Stifel, Nicolaus & Company, Inc. will be responsible leading the effort for marketing and distributing the City's 2015 bonds, with support from RBC Capital Markets, expected to price in late April to early May 2105 and close in late May 2105. The Senior Underwriter will participate with the City Staff, Financial Advisor, Bond Counsel, and Disclosure Counsel in structuring the bond issue. The Senior Underwriter will also work closely with City Staff and Larson Consulting Services in representing the City in its discussions with the Rating Agencies and Bond Insurers.

Requested Motion: "I move to confirm the unanimous recommendation of the selection committee of Stifel, Nicolaus & Company, Inc. as Senior Underwriter and RBC Capital Markets as Co-Managing Underwriter for the Series 2015 Bond issue."

Attachment: None
Reviewed by the
City Manager _____

St Pete Beach City Commission Agenda Report

Issue Considered: Ratify the City Manager decision to accept a scope modification from Land & Water Engineering Science (LWES) in the amount of \$2,420 for the Egan Park Project.

Date: February 24, 2015

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Based on past City Commission discussions it is staff's understanding we needed to modify the Egan Park project scope to simply meet the minimum requirements of the Land and Water Conservation Fund (LWCF) and the Southwest Florida Water Management District (SWFWMD) grants.

This included not addressing the boat ramp or additional parking at this time. The engineer (LWES) has initiated the proposed changes and proceeded with the submittal for a permit exemption with SWFWMD to ensure that the timeline of the project is met and the grant monies secured.

The most recent cost estimate was \$487,500 and SWFWMD will reimburse the City up to 50% (\$243,750) of the total project cost in FY 2015. However, it should be noted that with the reduced project scope we expect the total project cost will be significantly less.

Funding: FY 2015 Capital Improvement Plan (CIP) – Egan Park

Requested Motion: “I move to ratify the City Manager decision to accept a scope modification from Land & Water Engineering Science in the amount of \$2,420 for the Egan Park Project.”

Attachments: LWES Egan Park Improvements Letter 1/19/15
Egan Park Improvements - 90% Plans 1/15/15

**Reviewed by
City Manager:**

-----WS-----

January 19, 2015

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

**RE: Egan Park Improvements
Scope Modifications**

Dear Mr. Hallock:

During our meeting on January 9, 2015 the City requested modifications to the scope of the above referenced project. More specifically the modifications included the revision to the final construction plans to separate proposed water quality improvements associated with the proposed BMP project from the rest of the parking lot construction.

LWES has initiated the proposed changes and will proceed with the submittal for a permit exemption with Southwest Florida Water Management District (District) to ensure that the timeline of the project is met. In turn, we are requesting a budget augmentation of \$2,320 to cover the cost associated with the aforementioned changes. Also note that there is a charge of \$100 for the District to review the permit exemption. Therefore, we are requesting an additional budget of \$2,420 to complete the project as intended.

Thanks again for the opportunity to help on this project; we are looking forward for its successful implementation. If you have any questions please do not hesitate to contact me at (727) 202 8958.

Regards;
LWES



Dikran Kalaydjian, PE
Principal

/kk

xc: Mr. Ian Wade; PE, City of St Pete Beach

EGAN PARK BMP

CITY OF ST. PETE BEACH

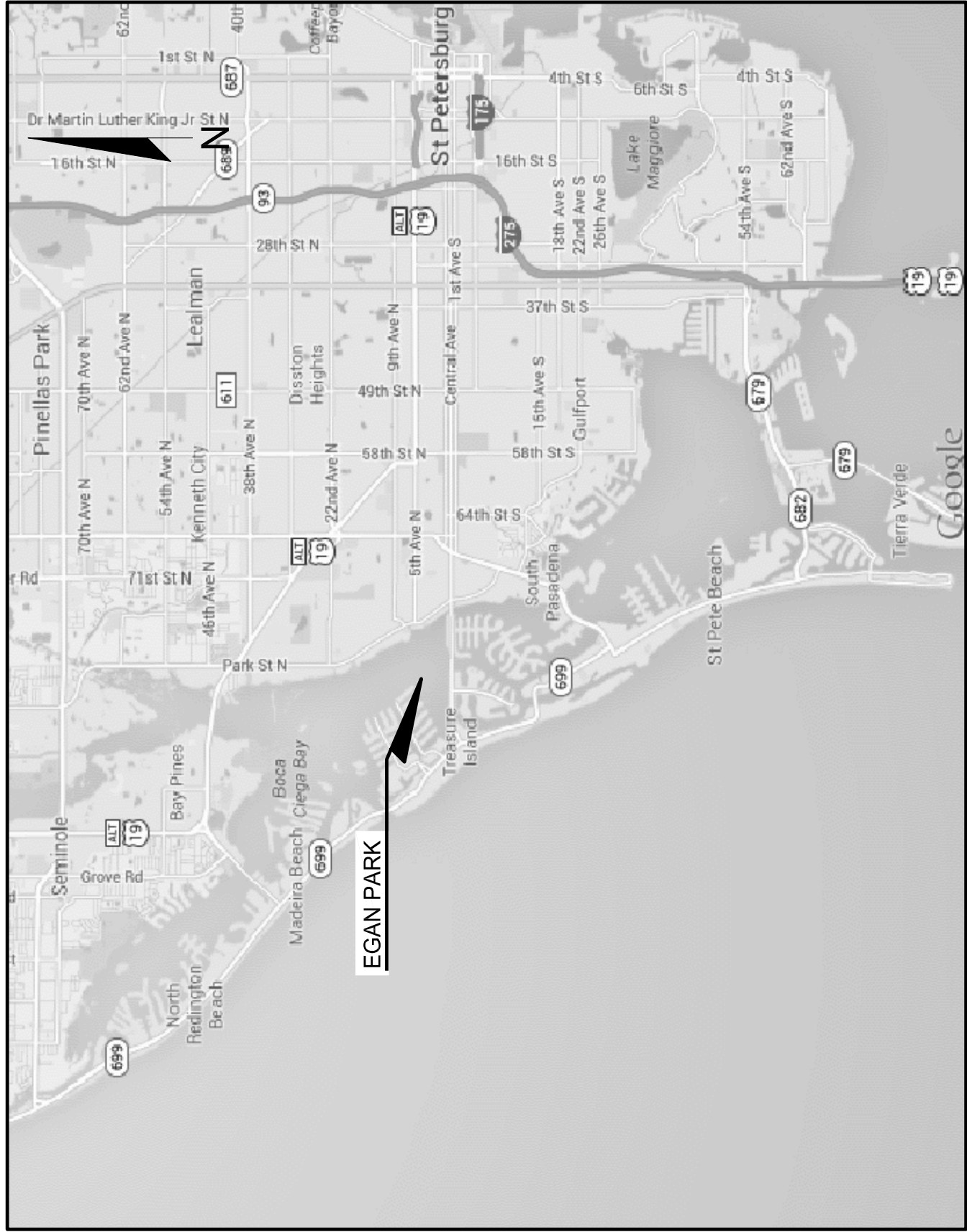
SEC 25 - TWN 31S - RGE 15E

CITY PROJECT NO. 101

COOPERATELY FUNDED BY

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROJECT NO. W294



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

PROJECT ADDRESS: 9100 BLIND PASS ROAD, ST. PETE BEACH, FLORIDA, 33706



Know what's below.
Call before you dig.
WWW.CALLSUNSHINE.COM

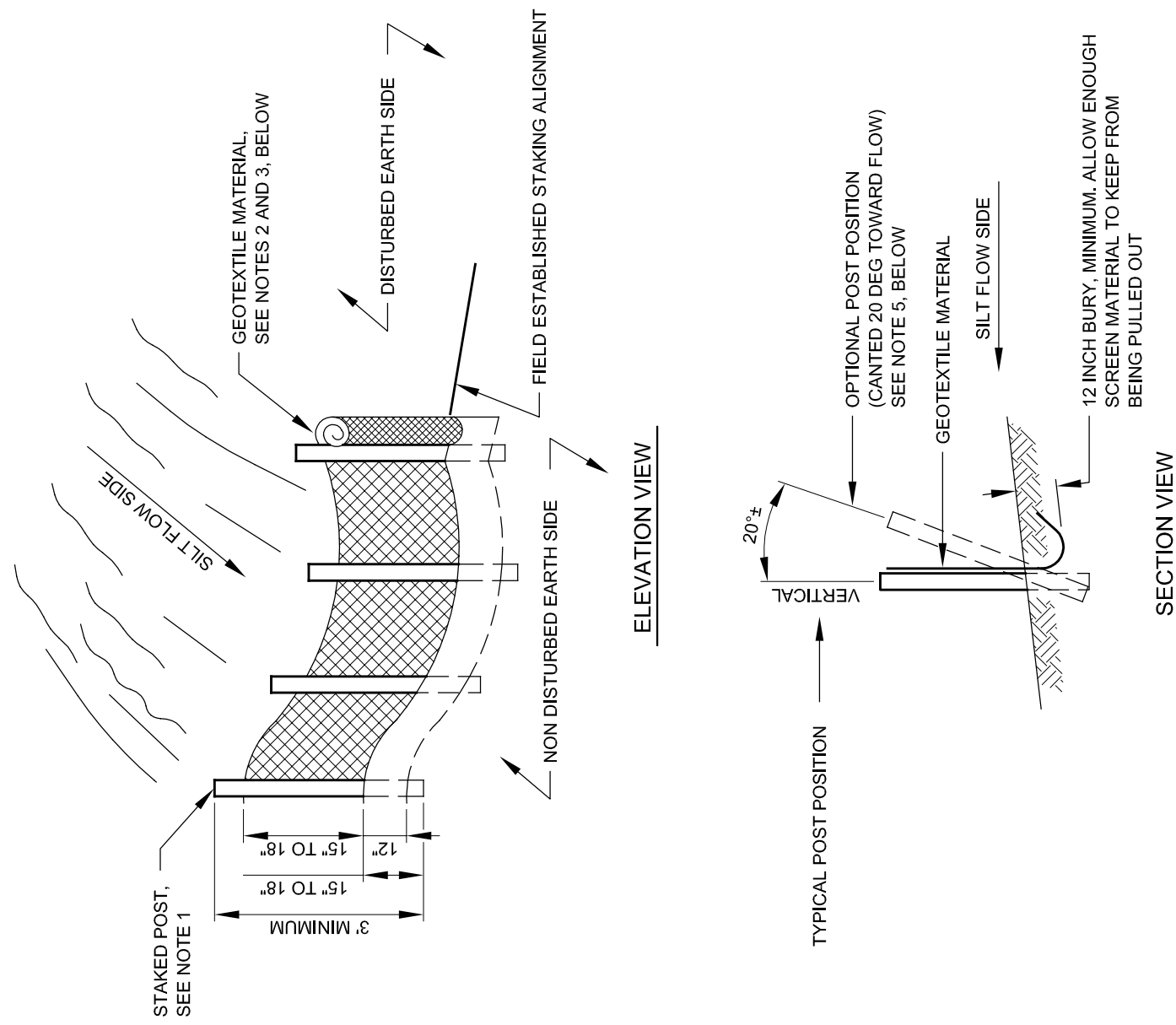
DATE: 1/15/2015
SHEET NO. 1

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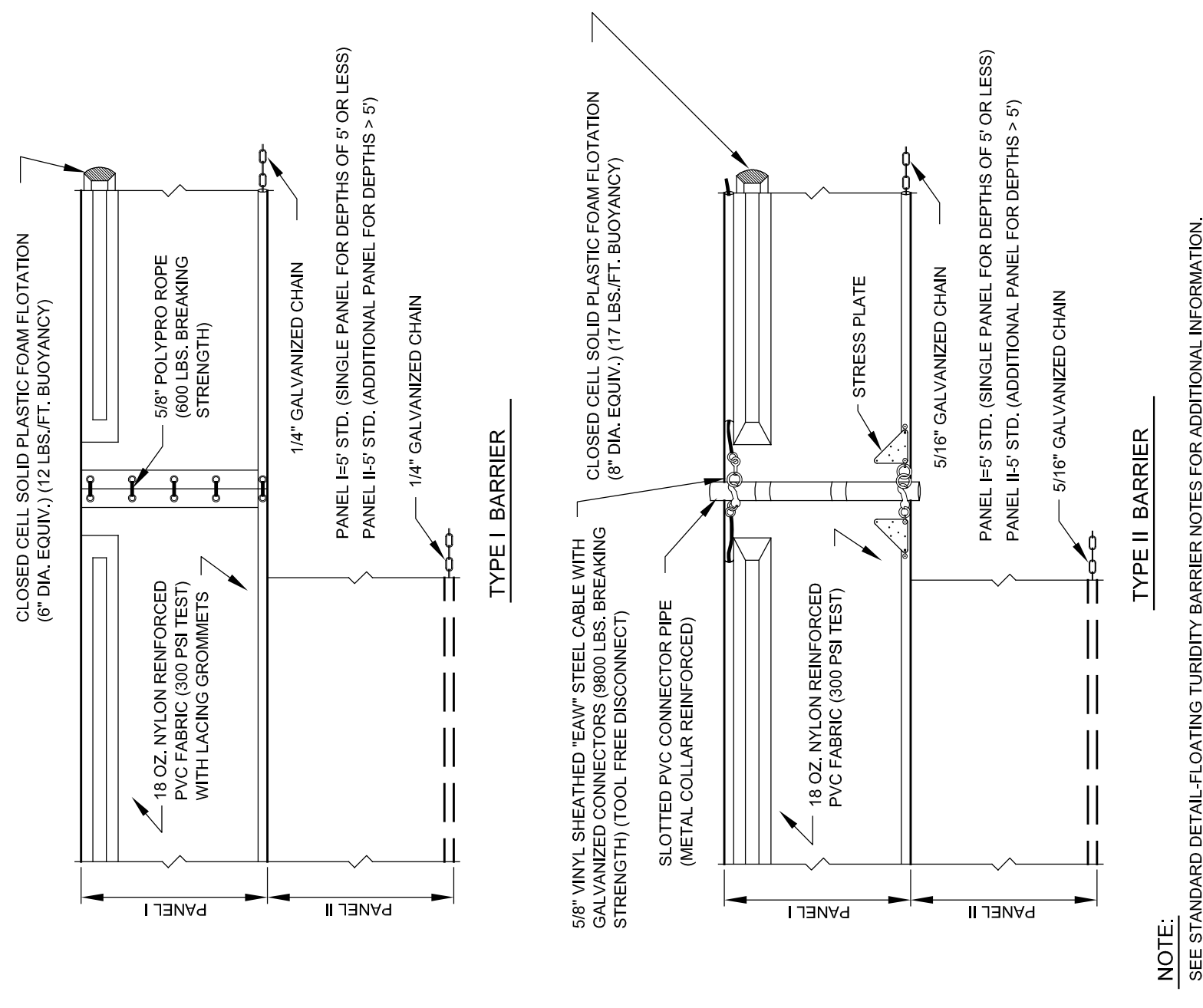
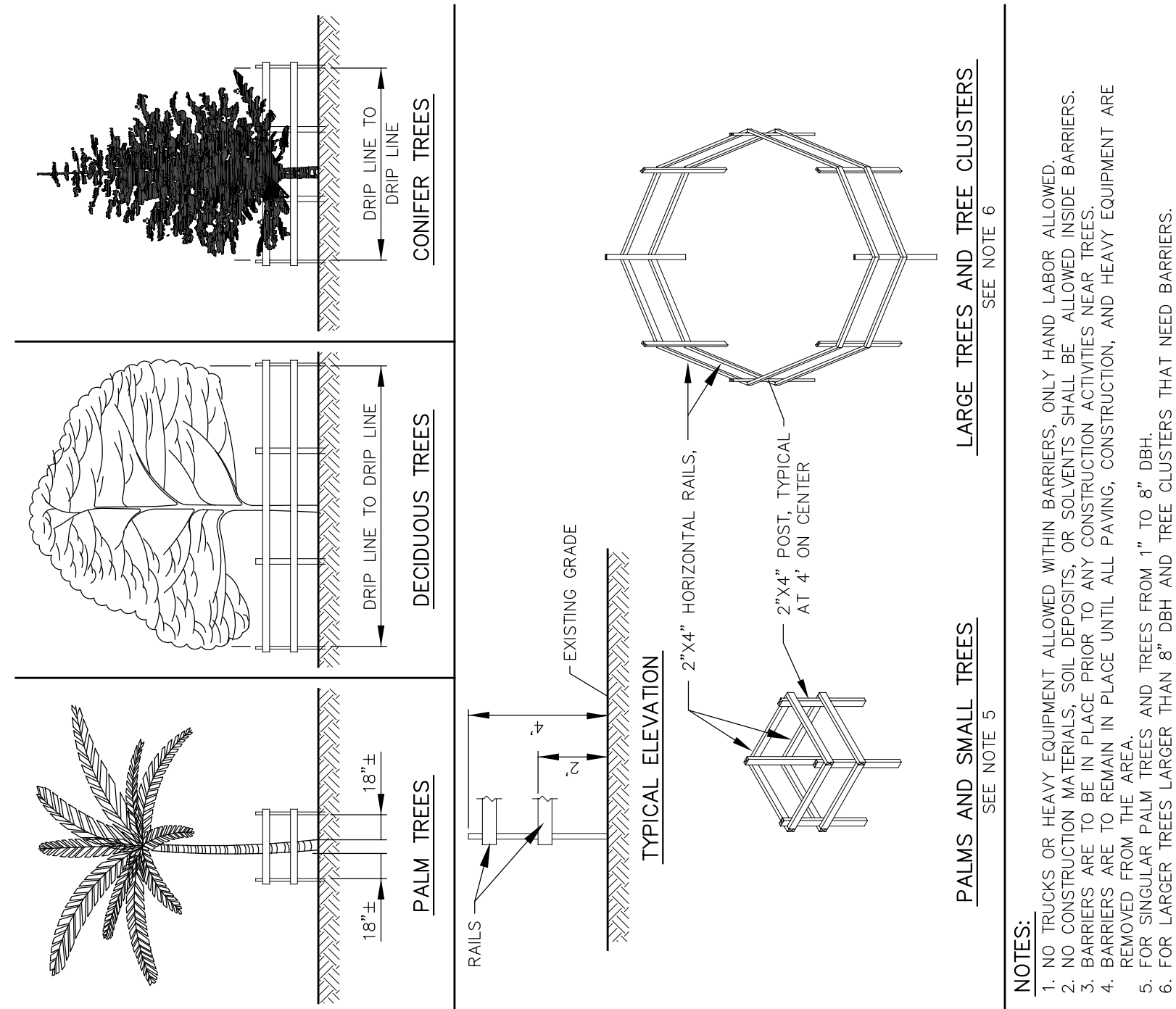
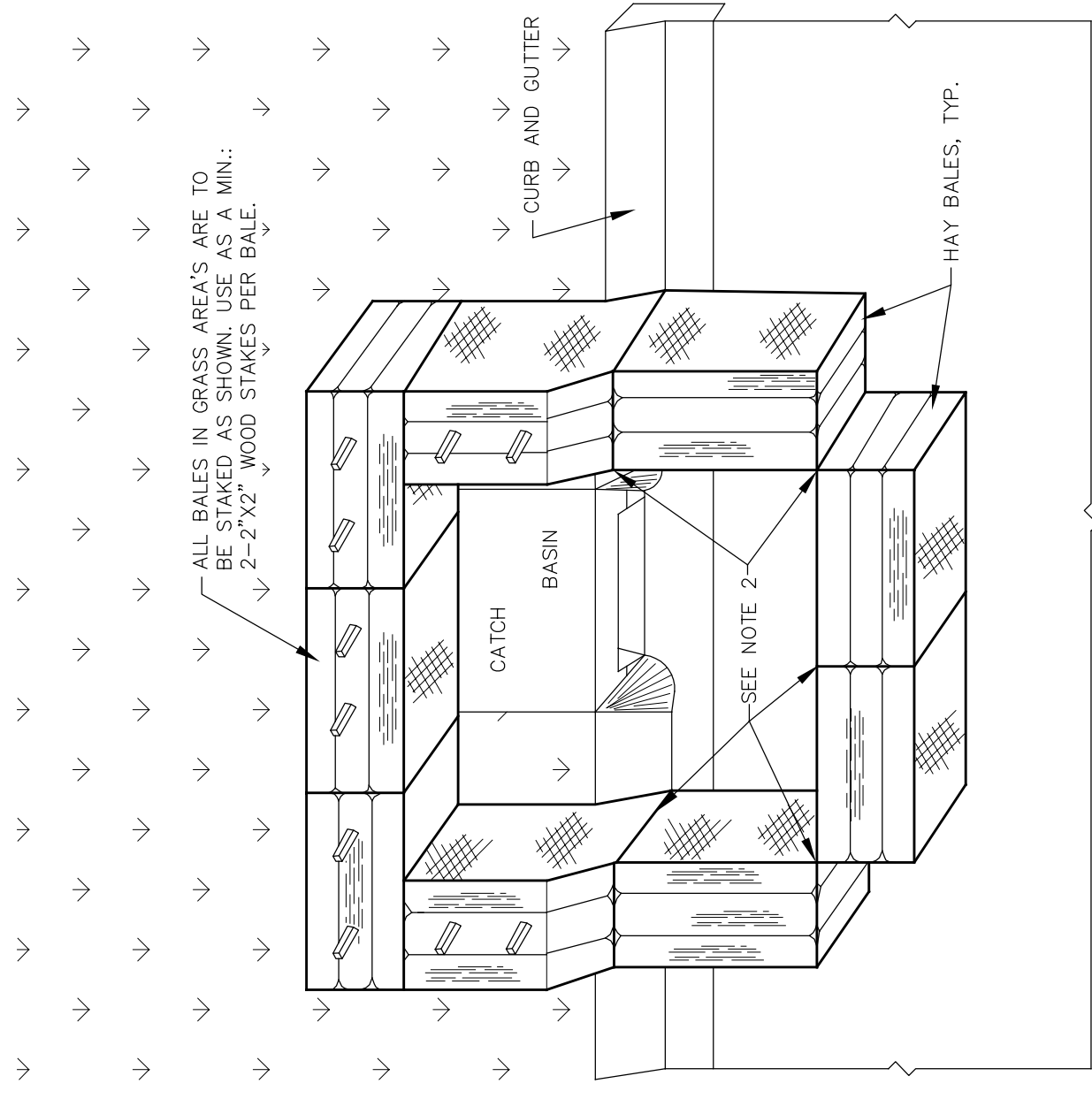
DIKRAN KALAYDJIAN, P.E.
FLORIDA ENGINEERING LICENSE No. 53174

DATE

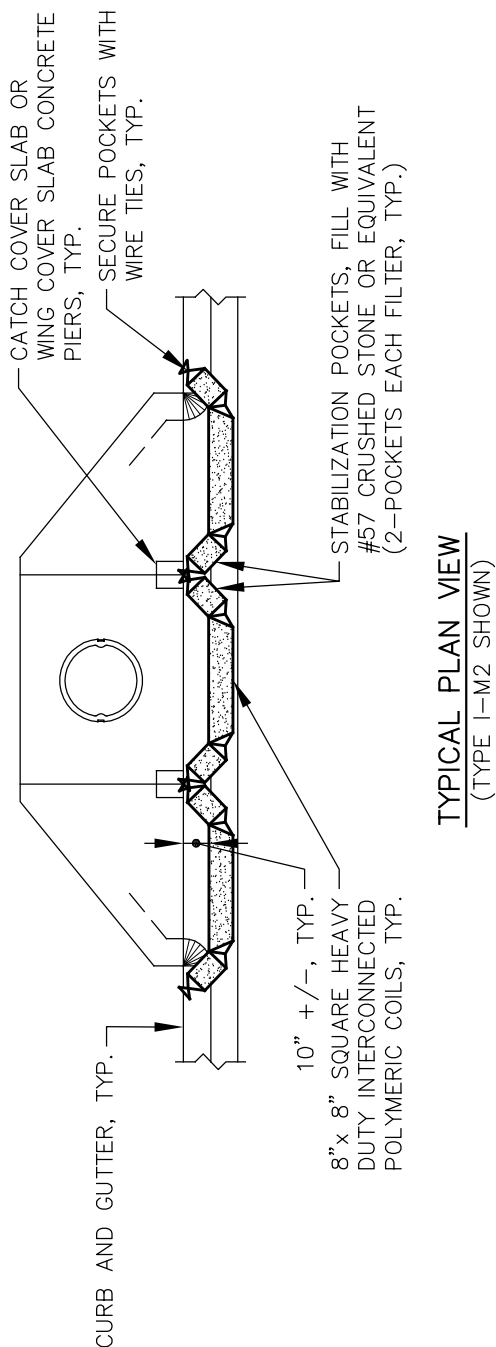
90% SUBMITTAL



STAKED SILT BARRIER DETAIL



FLOATING TURBIDITY BARRIER ELEVATIONS DETAIL



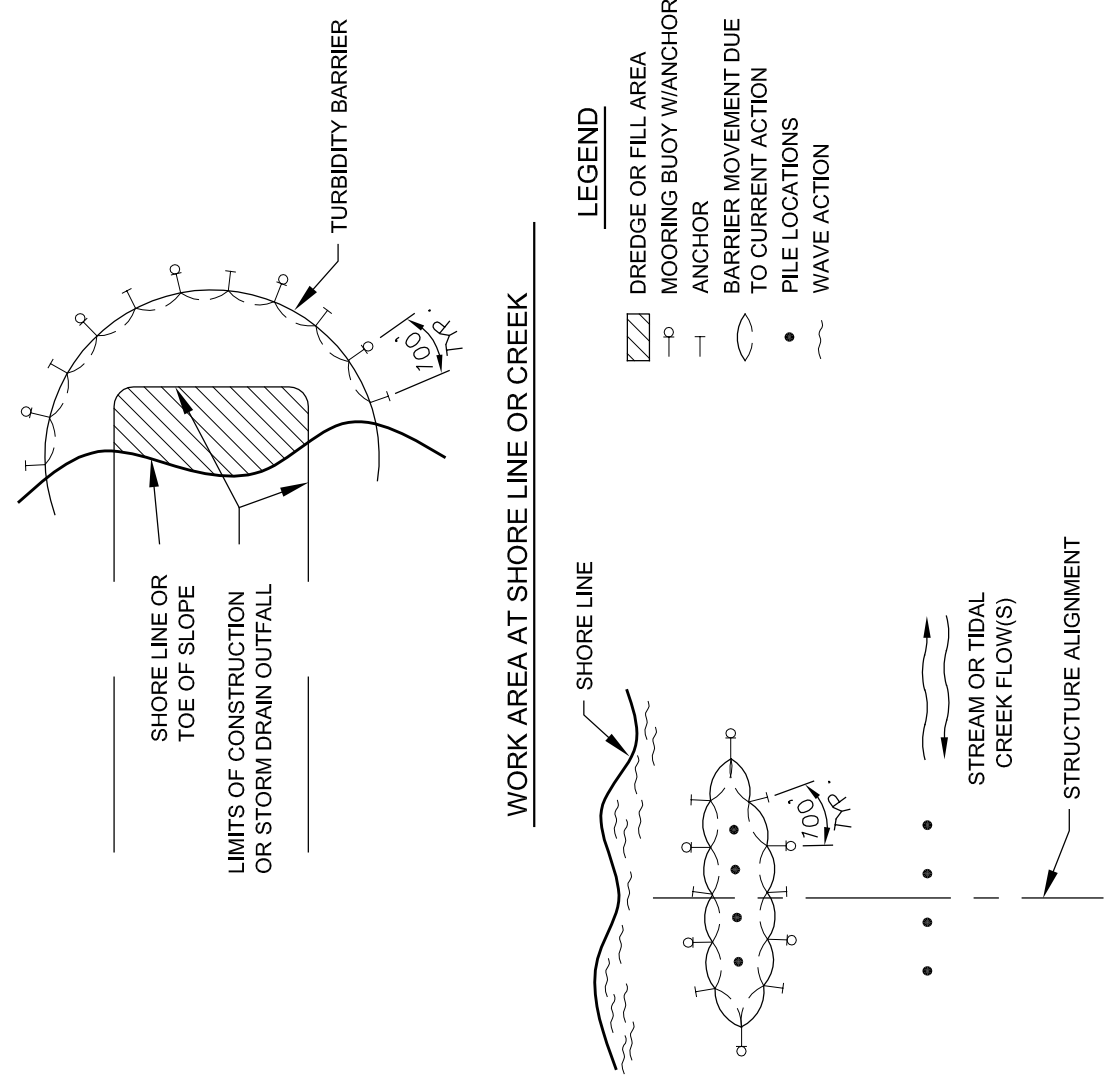
CURB INLET FILTER FOR EROSION CONTROL AT CATCH BASIN DETAIL

UTILITY AND TOPO CHECK LIST										R E V I S I O N S				DESIGNED BY:	
ITEM	BY	REMARKS	BY	REMARKS	ITEM	BY	REMARKS	NO.	DATE	BY	DESCRIPTION				
WATER	DE				GAS TRANSMISSION	DE							DLK		
RECLAIMED WATER	DE				GAS DISTRIBUTION	DE							DLK		
SANITARY SEWER	DE				POWER TRANSMISSION	DE									
STORM DRAINAGE	DE				POWER DISTRIBUTION	DE									

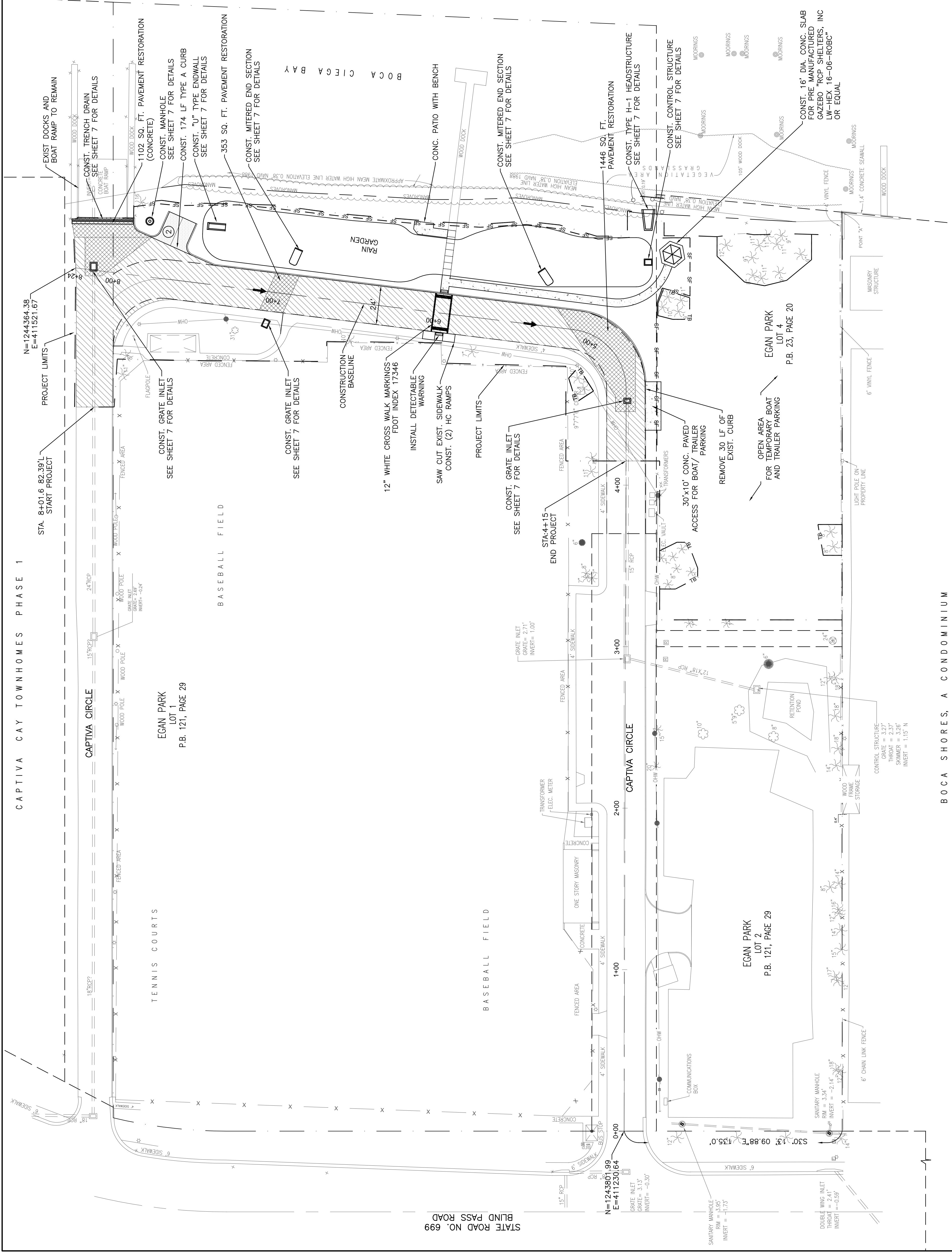
LAND & WATER
ENGINEERING SCIENCE
9887 4TH STREET NORTH STE 319
ST. PETERSBURG, FL 33702
727 - 202 - 8958 (PHONE)
727 - 202 - 8959 (FAX)
CERTIFICATE OF AUTHORIZATION NO. 20861

ENGINEER OF RECORD:
DIKRAN KALAYDOJIAN, P.E.
FL P.E. LICENSE NO. 53174

 CITY of ST. PETE BEACH The Sunbelt Capital of Florida	EGAN PARK BMP	90% SUBMITTAL
		DATE: 1/15/2015
	EROSION CONTROL DETAILS	SHEET NO. 4



FLOATING TURBIDITY BARRIER NOTES DETAIL



ABBREVIATIONS	
CONC.	CONCRETE
DIA.	DIAMETER
EXIST.	EXISTING
L	LEFT
LF	LINER FOOT
R	RIGHT
RCP	REINFORCED
SQ. FT.	SQUARE FOOT
STA.	STATION
TYP.	TYPICAL



LEGEND

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT/SIDEWALK
	MILL AND RESURFACE
	PAVEMENT RESTORATION

SITE DATA	
FOLIO NO. 253115253570000010	
SECTION 25 -- TOWNSHIP 31 SOUTH -- RANGE 15 EAST	
FLOOD ZONE -- AE, MAP NO. 12103C0194G DATE SEPT. 3 2003	
SITE AREA (3 PARCELS)	298,534.04 SQ. FT., 6.85 AC
PROJECT AREA	63,326 SQ. FT. 1.45 AC

PARKING SPACE COUNT	
EXISTING BOAT TRAILER SPACES	16
TOTAL EXISTING SPACES	16
PROPOSED 19' x 9' STANDARD SPACES	2
TOTAL PROPOSED CAR PARKING	2

UTILITY AND TOPO CHECK LIST						REVISIONS			
ITEM	BY	REMARKS	ITEM	BY	REMARKS	NO.	DATE	BY	DESCRIPTION
WATER	DE		GAS TRANSMISSION	DE	TELEPHONE				
RECLAIMED WATER	DE		GAS DISTRIBUTION	DE	CATV				
SANITARY SEWER	DE		POWER TRANSMISSION	DE					
STORM DRAINAGE	DE		POWER DISTRIBUTION	DE					

	DESIGNED BY:	DLK
	DRAWN BY:	DME
	CHECKED BY:	DLK

LAND & WATER
ENGINEERING SCIENCE

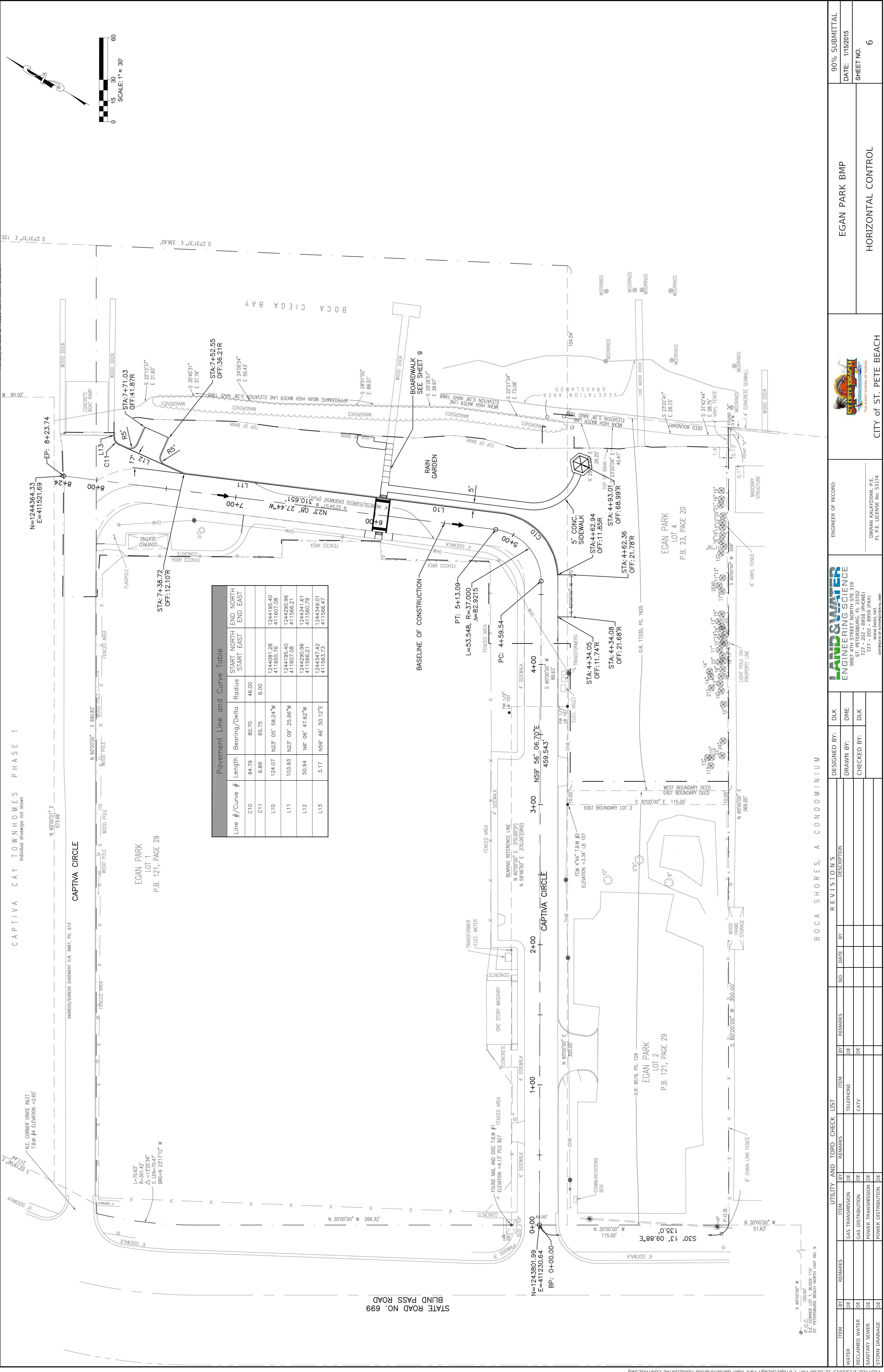
9887 4TH STREET NORTH STE 319
 ST. PETERSBURG, FL 33702
 727 - 202 - 8958 (PHONE)
 727 - 202 - 8959 (FAX)

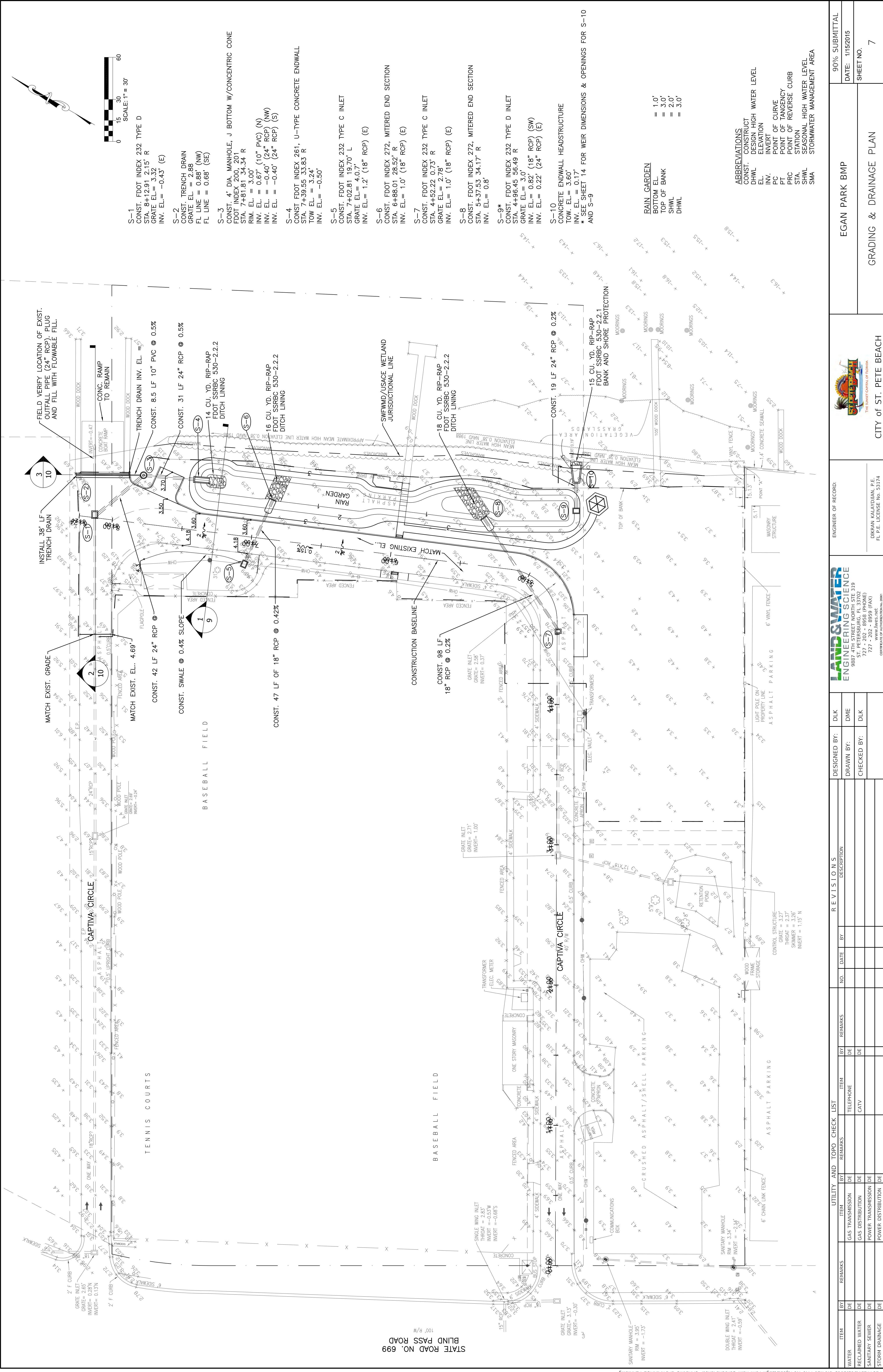
4000 W. GULF BLVD. SUITE 200
 ST. PETERSBURG, FL 33706
 COMPANY OF WATERPICKER INC. 28901

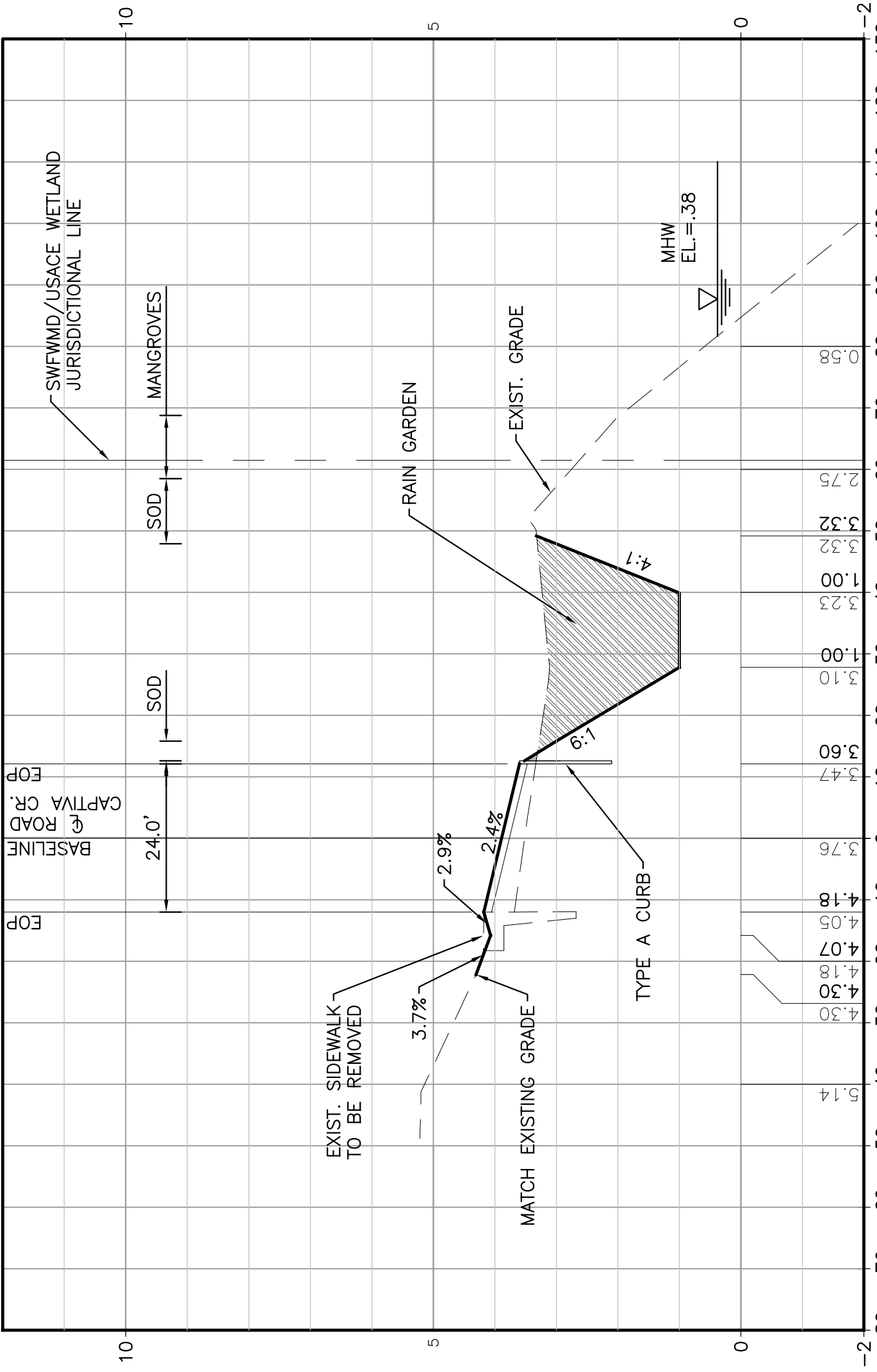
ENGINEER OF RECORD:

DIKRAN KALAYDJIAN, P.E.
FL P.E. LICENSE No. 5311

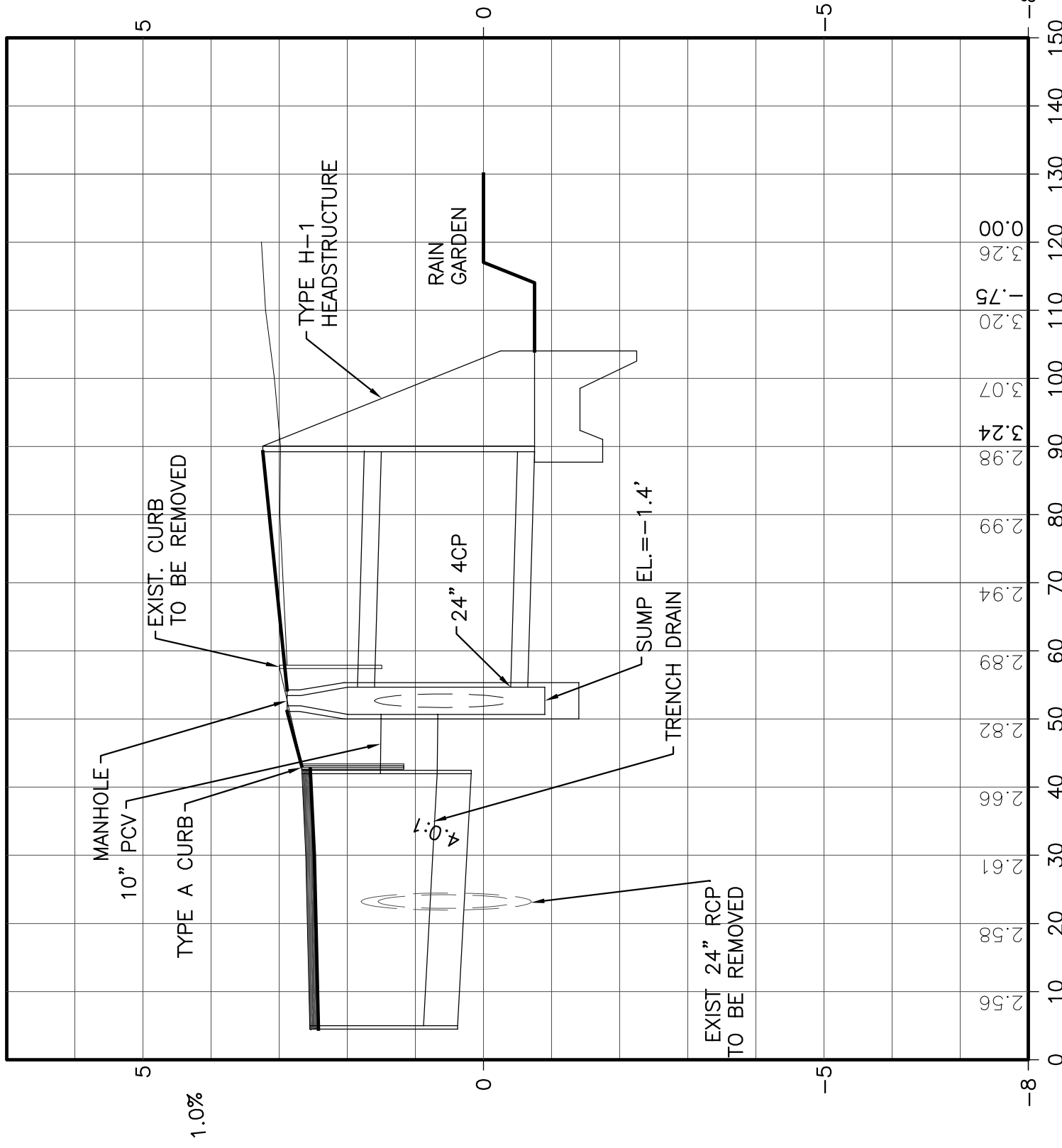
 CITY of ST. PETE BEACH	EGAN PARK BMP
SITE PLAN	



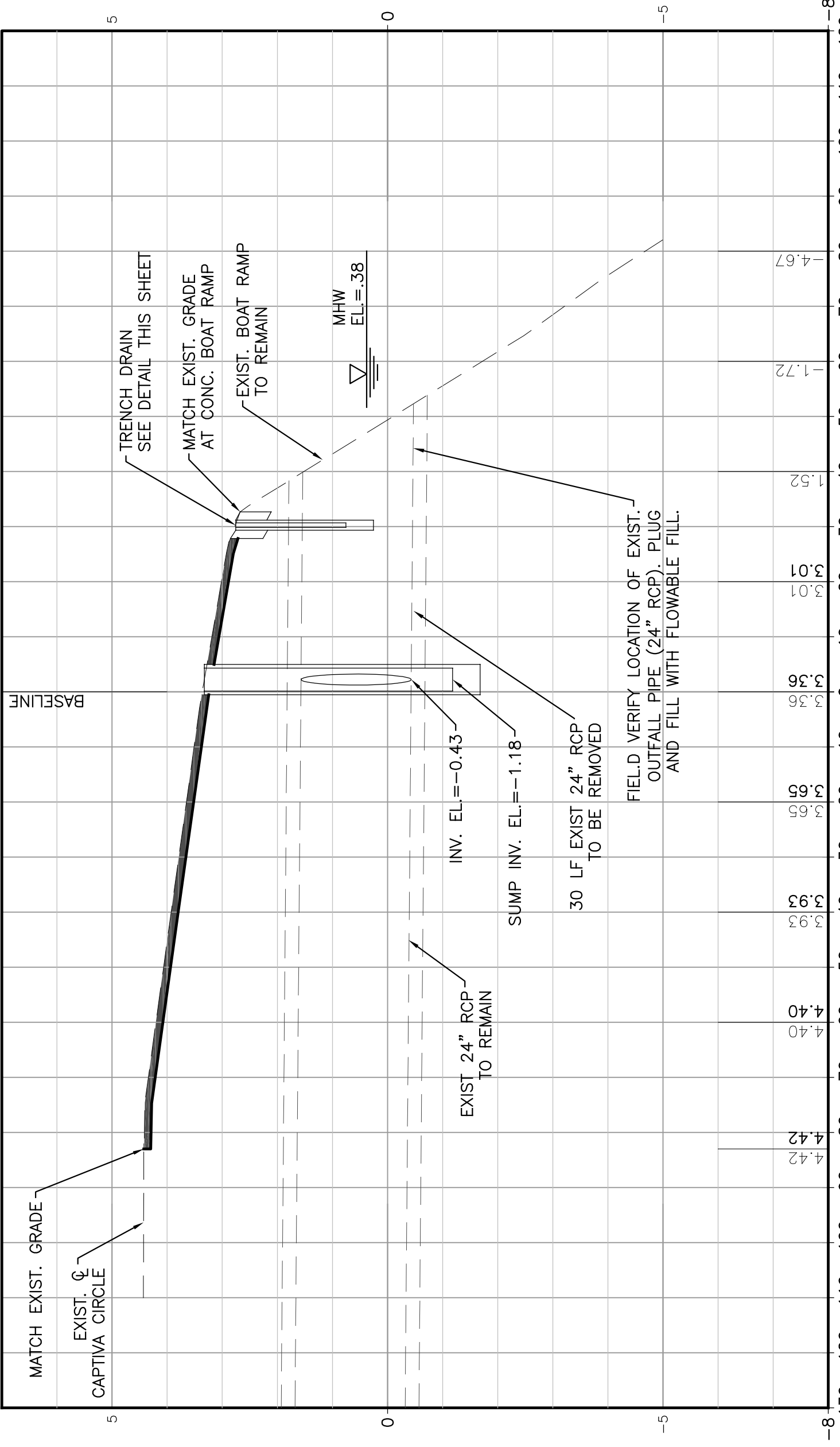




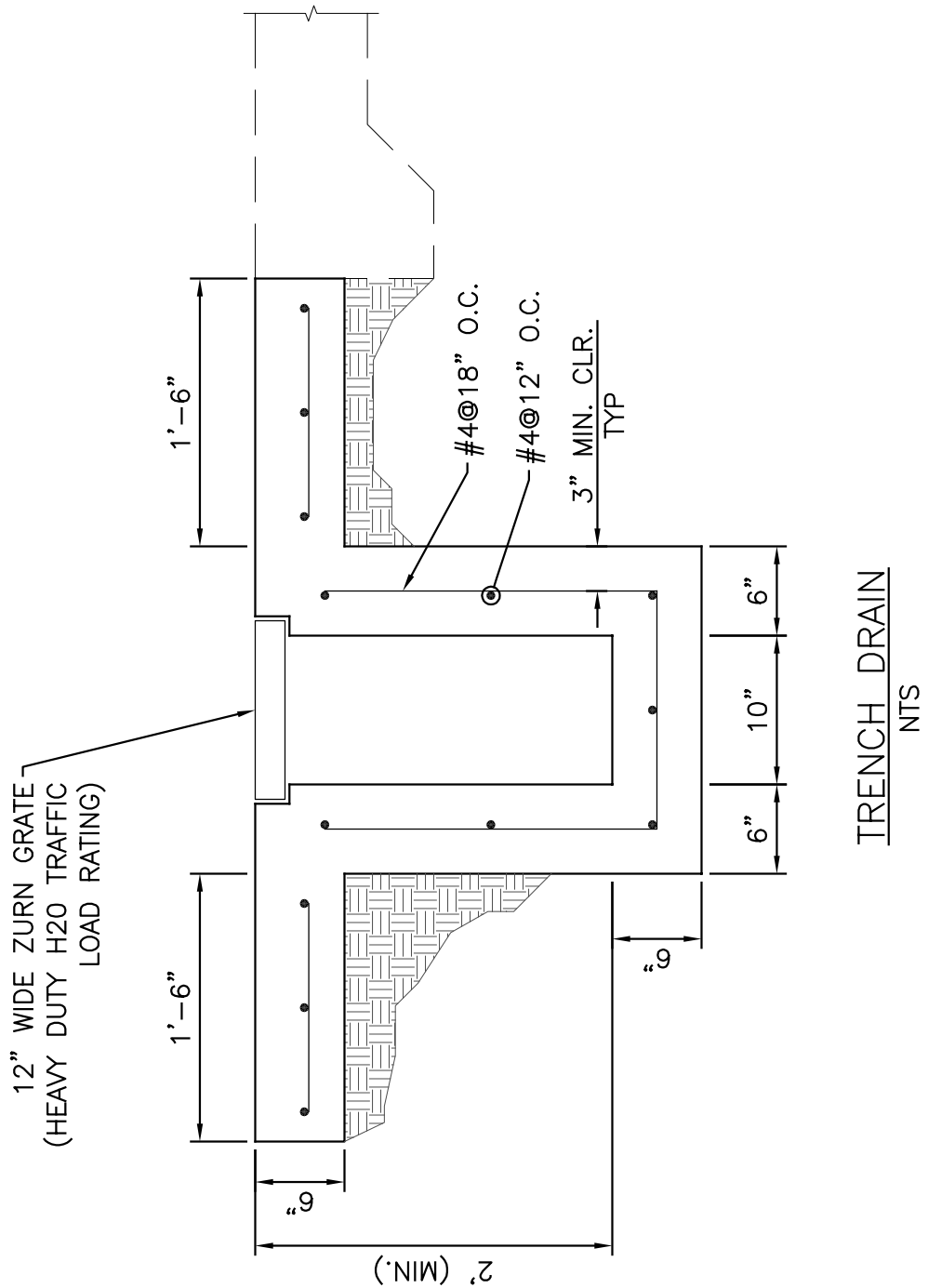
SECTION 1
 1"=20'-0" HORIZ.
 1"=2'-0" VERT.



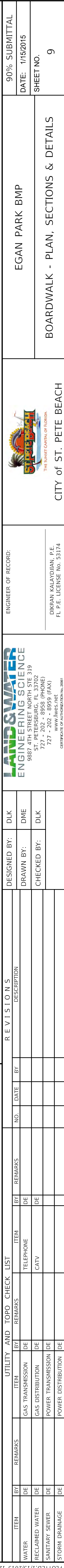
SECTION 2
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 1"=2'-0" VERT.

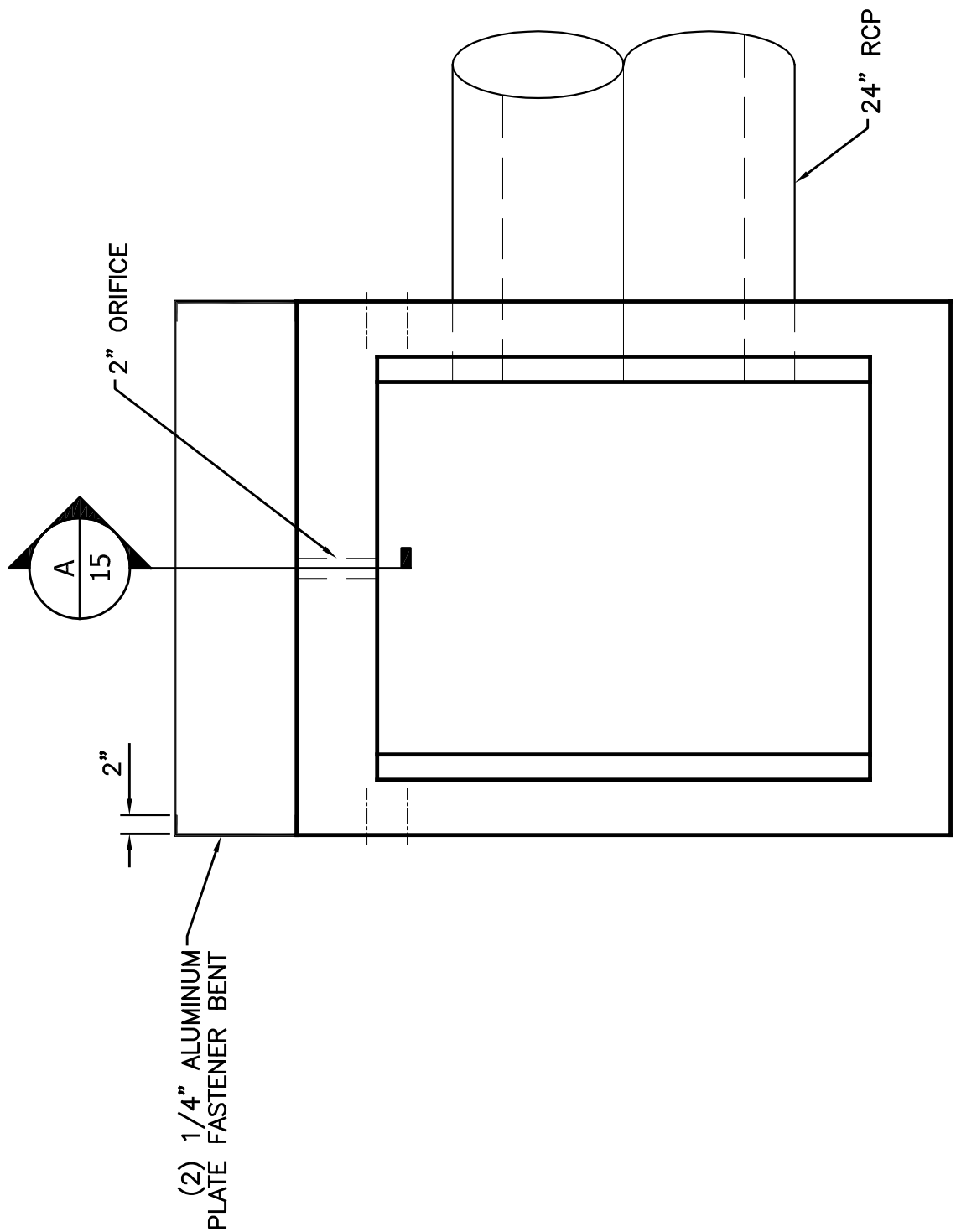


SECTION 3
 1"=20'-0" HORIZ.
 1"=2'-0" VERT.

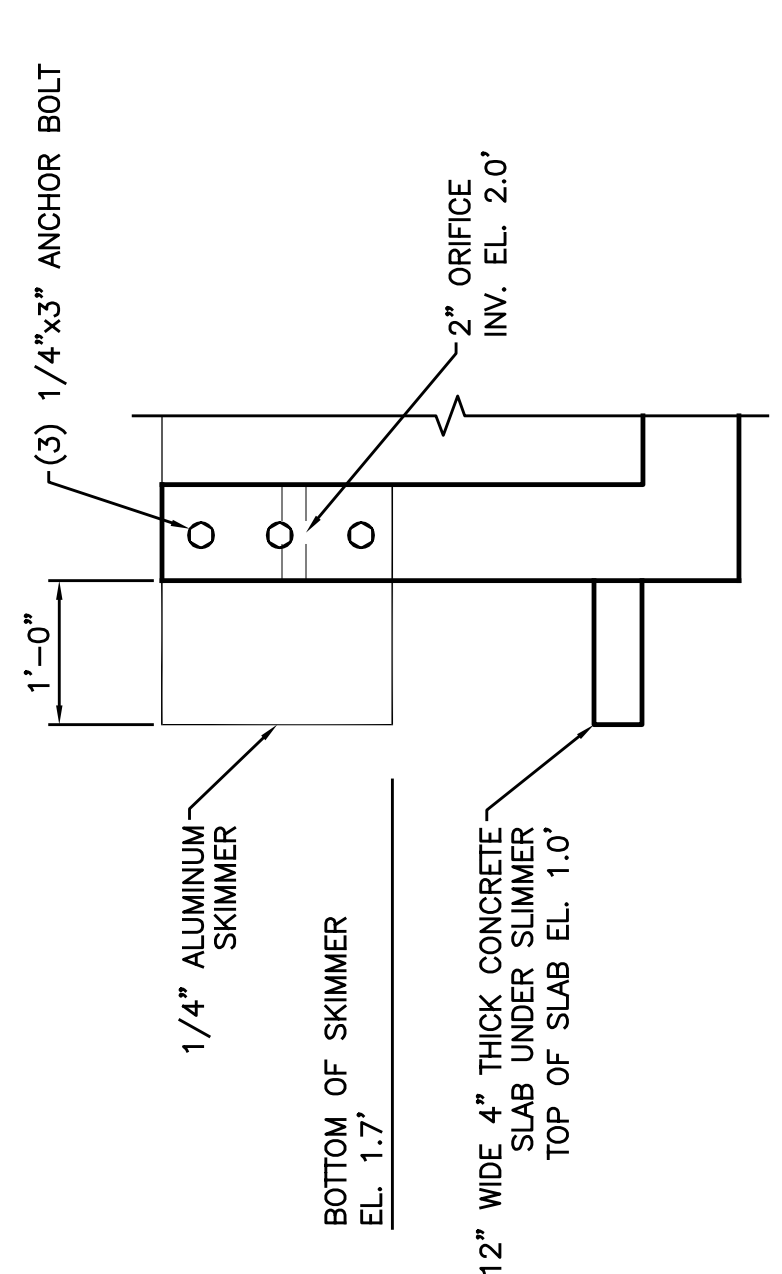


UTILITY AND TOPO CHECK LIST										REVISIONS				DESIGNED BY:		DLK		ENGINEER OF RECORD:  LAND & WATER ENGINEERING SCIENCE 9887 4TH STREET NORTH STE 319 ST. PETERSBURG, FL 33702 727 - 202 - 8958 (PHONE) 727 - 202 - 8959 (FAX) CERTIFICATE OF ACHIEVEMENT No. 38961 DIPRAN KALAYDJIAN, P.E. FL P.E. LICENSE No. 53174		EGAN PARK BMP		90% SUBMITTAL							
BY		ITEM		BY		REMARKS		NO.		DATE		BY		DESCRIPTION		DRAWN BY:								DME		DATE: 08/27/24			
WATER		DE		GAS TRANSMISSION		DE		TELEPHONE		DE																			
RECLAIMED WATER		DE		GAS DISTRIBUTION		DE		CATV		DE																			
SANITARY SEWER		DE		POWER TRANSMISSION		DE																							
STORM DRAINAGE		DE		POWER DISTRIBUTION		DE																							
GRADING & DRAINAGE SECTIONS & DETAILS										CITY of ST. PETE BEACH										SHEET NO. 8									



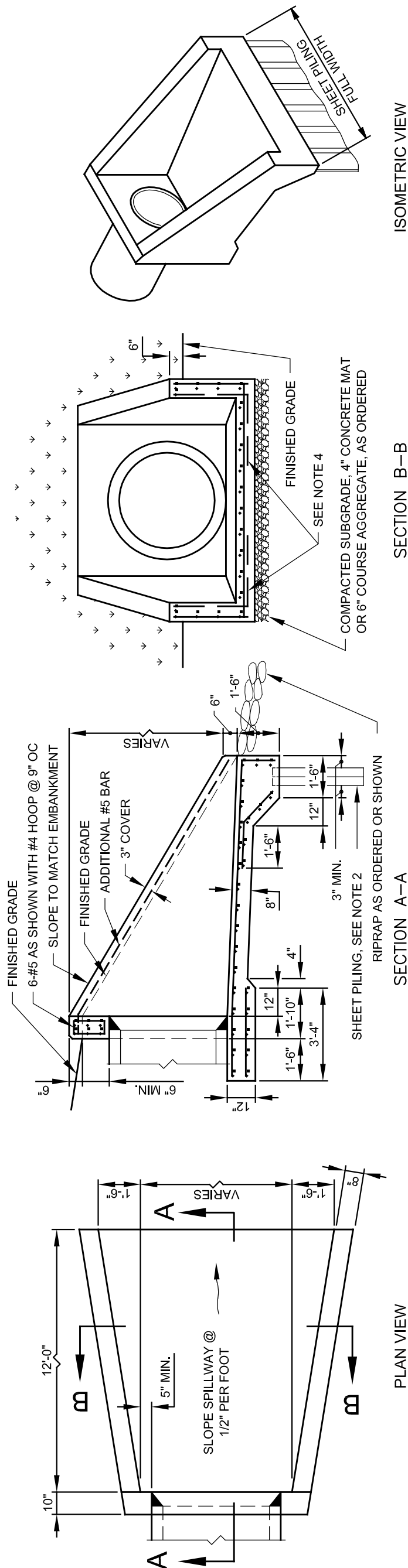


PLAN



SECTION A

CONTROL STRUCTURE S-9
MODIFIED TYPE D DBI
FDOT INDEX 232
3/4" = 1'-0"



ISOMETRIC VIEW

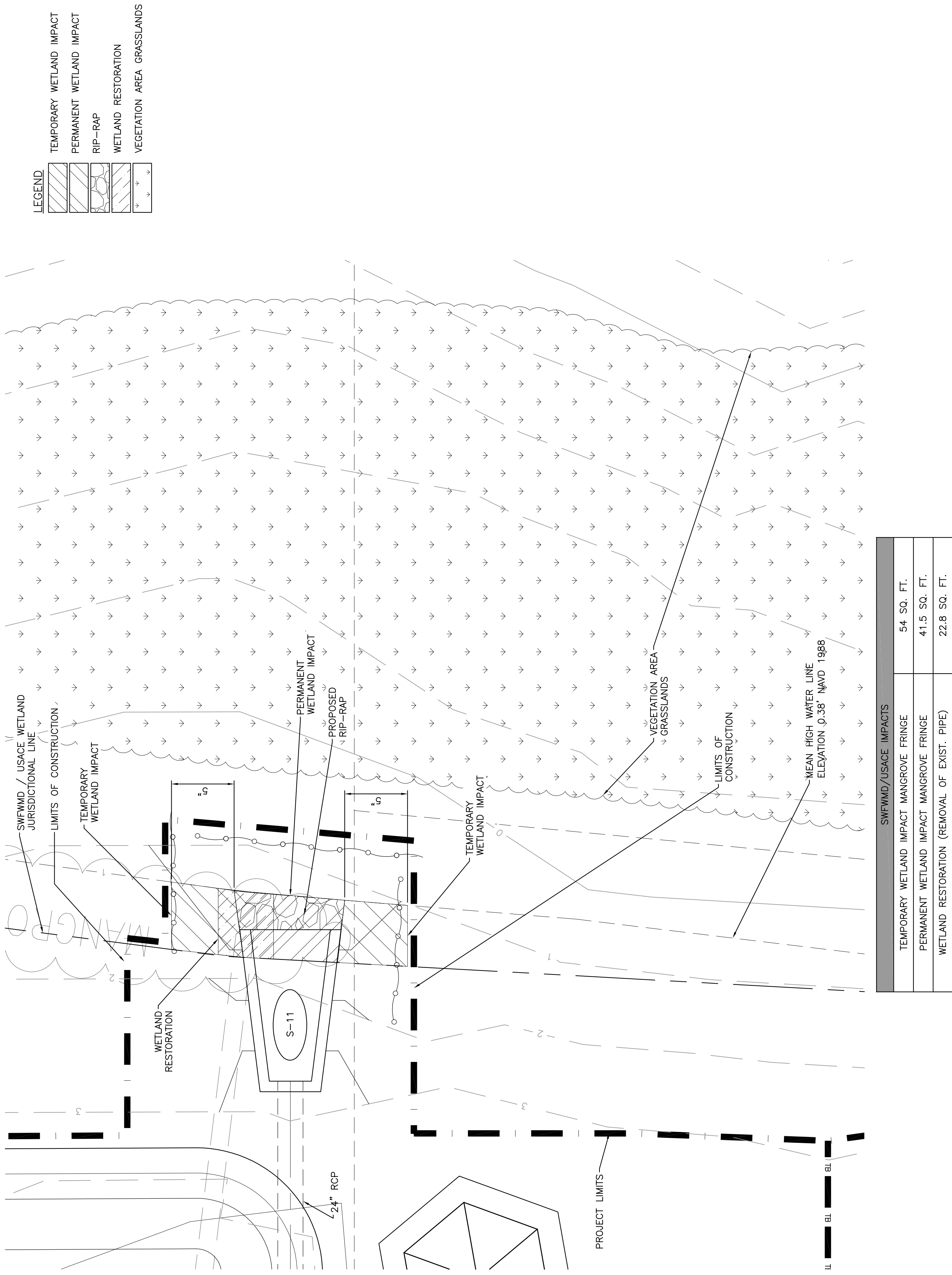
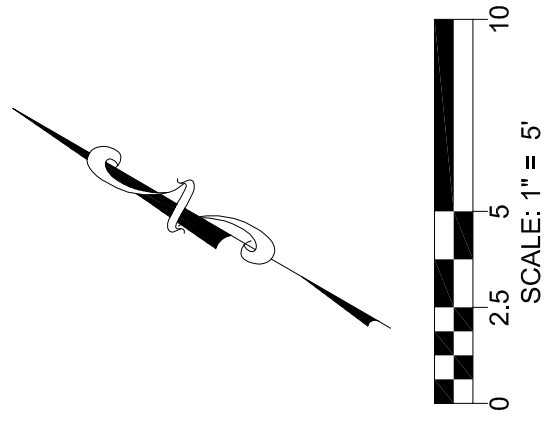
SECTION B-B

- NOTES:
1. ALL EXPOSED EDGES TO HAVE 3/4" CHAMFER.
 2. SHEET PILING MINIMUM HOORING MODULUS=8.6 C/FT OF WALL, THICKNESS=0.25 IN., LENGTH=12' EMBEDMENT=12' ON EACH SIDE OF EACH SHAPE.
 3. ALL REINFORCEMENT: #5 @ 9" ON CENTER EACH WAY WITH 2" CONCRETE COVER MINIMUM, 3" CONCRETE COVER WHEN CAST AGAINST SOIL.
 4. #5 DOWEL WITH 3" x 3" LEGS @ 9" OC WHEN PIPE SIZE EXCEEDS 42" DIAMETER. CONTINUE DOWELS IN THE SIDE WALLS UNTIL WALL HEIGHT IS 3'-2". ALSO 1-#5 BAR, HORIZONTALLY AT TOP OF ROW.

SECTION A-A

S-10 TYPE H-I HEADSTRUCTURE DETAIL

UTILITY AND TOPO CHECK LIST				REV IS I O N S				DESIGNED BY:		DLK		ENGINEER OF RECORD:		EGAN PARK BMP		90% SUBMITTAL	
ITEM	BY	REMARKS	ITEM	BY	REMARKS	NO.	DATE	BY	DESCRIPTION	DLK	DME	DIREKRI KALAYOJIAN, P.E.		DATE: 1/15/2015		SHEET NO.	
WATER	DE		GAS TRANSMISSION	DE								FL P.E. LICENSE No. 53174		CITY of ST. PETE BEACH		11	
RECLAIMED WATER	DE		GAS DISTRIBUTION	DE								www.lws.net		DETAILS			
SANITARY SEWER	DE		POWER TRANSMISSION	DE								727 - 202 - 8958 (PHONE)					
STORM DRAINAGE	DE		POWER DISTRIBUTION	DE								727 - 202 - 8959 (FAX)					

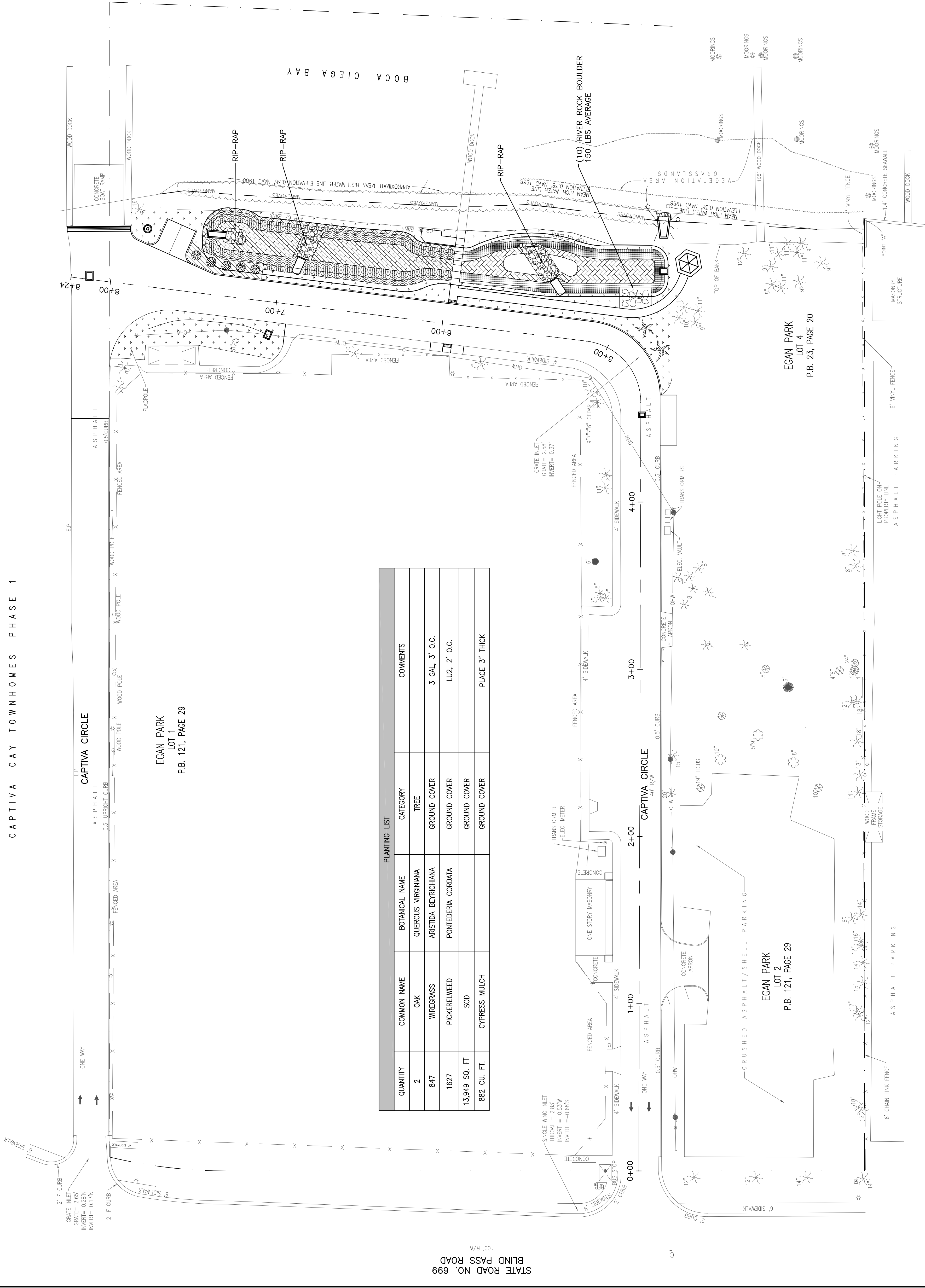
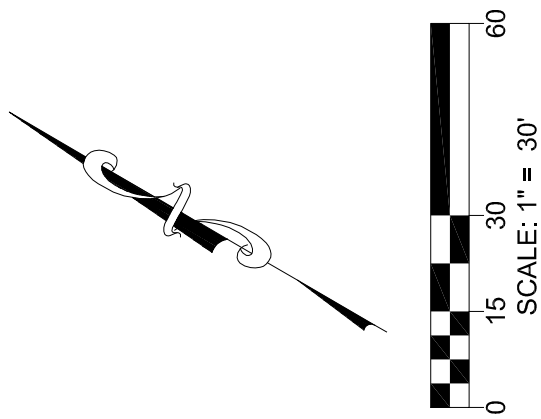


SWFWMD/USACE IMPACTS	
TEMPORARY WETLAND IMPACT	54 SQ. FT.
PERMANENT WETLAND IMPACT	41.5 SQ. FT.
WETLAND RESTORATION (REMOVAL OF EXIST. PIPE)	22.8 SQ. FT.

ENVIRONMENTAL CONSIDERATIONS

UTILITY AND TOPO CHECK LIST						R E V I S I O N S				DLK
ITEM	BY	REMARKS	ITEM	BY	REMARKS	NO.	DATE	BY	DESCRIPTION	DESIGNED BY:
WATER	DE		GAS TRANSMISSION	DE	TELEPHONE					DME
RECLAIMED WATER	DE		GAS DISTRIBUTION	DE	CATV					DLK
SANITARY SEWER	DE		POWER TRANSMISSION	DE						CHECKED BY:
STORM DRAINAGE	DE		POWER DISTRIBUTION	DE						

 LAND & WATER ENGINEERING SCIENCE 9887 4TH STREET NORTH STE 319 ST. PETERSBURG, FL 33702 727 • 202 • 8958 (PHONE) 727 • 202 • 8959 (FAX) CERTIFICATE OF AUTHORIZATION NO. 20895	ENGINEER OF RECORD: DIKRAN KALAYDZHIAN, P.E. FL P.E. LICENSE NO. 53174	 ST. PETE BEACH THE SPIRIT CAPITAL OF FLORIDA	EGAN PARK BMP	90% SUBMITTAL
	EGAN PARK BMP			DATE: 1/15/2015
	ENVIRONMENTAL CONSIDERATIONS			SHEET NO. 12



PLANTING LIST				
QUANTITY	COMMON NAME	BOTANICAL NAME	CATEGORY	COMMENTS
2	OAK	QUERCUS VIRGINIANA	TREE	
847	WIREGRASS	ARISTIDA BETRICHIANA	GROUND COVER	3 GAL, 3' O.C.
1627	PICKERELWEED	PONTERERA CORDATA	GROUND COVER	LU2, 2' O.C.
13,949 SQ. FT	SOD		GROUND COVER	
882 CU. FT.	CYPRESS MULCH		GROUND COVER	PLACE 3" THICK

LANDSCAPE LEGEND

- OAK TREE
- PALM (RELOCATED)
- WAX MYRTLES
- FLORIDA THATCH PALM
- RED CYPRESS MULCH
- WIREGRASS
- SAW PALMETTO
- RIP-RAP
- SOD
- PICKERELWEED
- GULF CORDGRASS
- LEATHER FERN
- SALT MARSH BULRUSH
- BLACK NEEDLE RUSH

PALM TREE RELOCATION NOTES

- PALM TREES 12" DIAMETER OR LESS SHALL BE RELOCATED USING A TREE SPADE TO THE LOCATIONS AS DETERMINED BY THE CITY UNLESS OTHERWISE SHOW ON THESE PLANS.
- REFER TO LANDSCAPE NOTES AND PALM TREE PLANTING DETAILS FOR PLANTING OF ALL RELOCATED PALM TREES.
 - TOTAL PALMS TO BE REMOVED = 0
 - TOTAL PALMS TO BE RELOCATED = 8

BOCA SHORES, A CONDOMINIUM

ITEM		REMARKS		UTILITY AND TOPO CHECK LIST		REVISIONS		DESIGNED BY:		DLK	
BY	DE	REMARKS	ITEM	BY	REMARKS	NO.	DATE	BY	DATE	DLM	DLM
WATER	DE		GAS TRANSMISSION	DE							
RECLAIMED WATER	DE		GAS DISTRIBUTION	DE							
SANITARY SEWER	DE		POWER TRANSMISSION	DE							
STORM DRAINAGE	DE		POWER DISTRIBUTION	DE							

LAND & WATER
ENGINEERING SCIENCE
9887 4TH STREET NORTH, STE 319
SUITE 319, BOCA RATON, FL 33433
727 - 202 - 8958 (PHONE)
727 - 202 - 8959 (FAX)
WWW.LWS.NET
CERTIFICATE OF PROFESSIONAL REGISTRATION

ENGINEER OF RECORD:
DIREBAN KALAYDJIAN, P.E.
FL P.E. LICENSE NO. 53174



CITY OF ST. PETE BEACH

EGAN PARK BMP

LANDSCAPE PLAN

90% SUBMITTAL
DATE: 1/15/2015
SHEET NO. 13

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL GRADE PLANTING BEDS, AS REQUIRED, TO PROVIDE POSITIVE DRAINAGE AND PROMOTE OPTIMUM PLANT GROWTH.

2. ALL RECOMMENDED TREES AND PLANT MATERIALS WILL BE GRADED, AS NURSERY GRADE NO. 1 OR BETTER, AS OBTAINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY "GRADES AND STANDARDS FOR NURSERY PLANTS"; 7TH EDITION, 1998 AS REVISED FROM TIME TO TIME.

3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA NURSERYMEN'S AND GROWER'S ASSOCIATIONS APPROVED PRACTICES.

4. ALL PLANTS SHALL BE FERTILIZED WITH AGRIFORM 20-10-5 TABLETS AS PER THE MANUFACTURERS SPECIFICATIONS IN CONJUNCTION WITH NOTE # 5.

5. THE PLANTING SOIL SHALL BE THE APPROXIMATE PROPORTIONS AS FOLLOWS: 50% SAND AND 50% ORGANIC MATERIAL CONSISTING OF NATIVE PEAT, WELL-DECOMPOSED SAWDUST, LEAF MOLD AND TOP SOIL. IT SHALL PROVIDE A GOOD PLIABLE AND THOROUGHLY MIXED MEDIUM WITH ADEQUATE AERATION, DRAINAGE AND WATER-HOLDING CAPACITY. IT SHALL ALSO BE FREE OF ALL EXTRANEOUS DEBRIS, SUCH AS ROOTS, STONES, WEEDS, ETC.

6. ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF RECYCLED HARDWOOD LOG MULCH, WHICH IS TO BE WATERED-IN AFTER INSTALLATION.

7. THE PLANT MATERIAL SCHEDULE IS PRESENTED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT KEY, THE PLAN SHALL PREVAIL.

8. PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

9. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY APPLICABLE PERMITS AND LICENSES TO PERFORM THE WORK SET FORTH IN THIS PLAN SET AND THE SPECIFICATIONS.

10. THERE SHALL BE NO ADDITIONS, DELETIONS OR SUBSTITUTIONS WITHOUT THE WRITTEN APPROVAL OF THE OWNER.

11. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE, IN WRITING, PLANT SURVIVABILITY FOR A PERIOD OF TWELVE (12) MONTHS FROM FINAL ACCEPTANCE BY THE OWNER.

12. ALL DIMENSIONS TO BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO LANDSCAPE MATERIAL INSTALLATION. DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER.

13. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO SPECIFICATIONS, THEY WILL BE REJECTED BY THE OWNER WITH PROPER INSTALLATION CARRIED OUT BY LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST.

14. NO CONTRACTOR IDENTIFICATION SIGNS SHALL BE PERMITTED ON THE PROJECT, EXCEPT FOR THE PROJECT INFORMATION SIGNS.

15. EXISTING SOD SHALL BE REMOVED AS NECESSARY TO ACCOMMODATE NEW PLANTINGS.

16. ANY EXISTING SOD AREAS THAT ARE UNNECESSARILY DISTURBED DURING THE LANDSCAPE INSTALLATION SHALL BE RESODDED TO MATCH EXISTING.

17. THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THIS PROJECT.

18. A PERMANENT LOW VOLUME, LOW FLOW, AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED WITH A RAIN SENSOR, TO PROVIDE 100% COVERAGE FOR ALL NEW LANDSCAPING.

19. NO UNDERGROUND UTILITIES INCLUDING IRRIGATION SHALL BE CONSTRUCTED WITHIN THE 10-FOOT PROTECTIVE RADIUS OF EXISTING TREES OR WITHIN THE 20-FOOT PROTECTIVE RADIUS OF GRAND TREES.

20. NO SHADE TREES SHALL BE PLANTED WITHIN TWENTY FEET OF THE VERTICAL PLANE OF ABOVE GROUND UTILITY LINES.

21. PROPOSED TREES AND SHRUBS SHALL BE FLORIDA GRADE #1 WITH SPECIFICATIONS PER THE PLANTING SCHEDULE SHOWN ON THIS PLAN.
- FERTILIZATION REQUIREMENTS
- TREES, PALMS, SHRUBS, AND GROUNDCOVER: _____
ALL TREES, PALMS, SHRUBS AND GROUNDCOVER SHALL BE FERTILIZED WITH "AGRIFORM" OR APPROVED EQUAL OF 20-10-5 TABLETS AT THE TIME OF INSTALLATION AND PRIOR TO COMPLETION OF PIT BACK. FERTILIZER SHALL BE PLACED IN A RING AROUND THE ROOT MASS AT A DEPTH THAT IS BETWEEN THE MIDDLE AND BOTTOM OF THE ROOT MASS.
- APPLICATION RATE:
- | | |
|---------------------|---|
| TREES: | 3- 21 GRAM TABLETS PER GALLON OF BURLAP |
| PALMS: | 7- 21 GRAM TABLETS |
| 1 GALLON CONTAINER: | 1- 21 GRAM TABLETS |
| 3 GALLON CONTAINER: | 2- 21 GRAM TABLETS |
| 5 GALLON CONTAINER: | 3- 21 GRAM TABLETS |
| 7 GALLON CONTAINER: | 4- 21 GRAM TABLETS |
- GROUND COVER AREAS: _____
ALL GROUND COVER AREAS SHALL RECEIVE FERTILIZATION WITH "OZMOCOTE" OR APPROVED EQUAL. TIME RELEASE FERTILIZER AS PER THE MANUFACTURER'S RECOMMENDATIONS.
- WATERING SCHEDULE
- THE 52 WEEK ESTABLISHMENT WATERING SCHEDULE SHALL BE AS FOLLOWS:
- | | |
|------------------|---|
| WEEKS 1 AND 2 | 5 TIMES PER WEEK |
| WEEKS 3 THRU 5 | 4 TIMES PER WEEK |
| WEEKS 6 THRU 11 | 3 TIMES PER WEEK |
| WEEKS 12 THRU 17 | 2 TIMES PER WEEK |
| WEEKS 18 THRU 25 | 1 TIME PER WEEK |
| WEEKS 26 THRU 52 | 1 TIME EVERY OTHER WEEK, MIN. OR AS NEEDED TO INSURE THE SURVIVABILITY OF THE TREES, PALMS, SHRUBS AND GROUNDCOVER THROUGHOUT THE WARRANTY PERIOD |
- | | |
|--------------|------------------------|
| TREES: | 20 GALLONS EACH |
| PALMS: | 20 GALLONS EACH |
| SHRUBS: | 3 GALLONS EACH |
| GROUNDCOVER: | 2 GALLONS PER PLANTING |
- WARRANTY PERIOD
- | | |
|--------------|--|
| TREES: | ONE YEAR FROM DATE OF FINAL ACCEPTANCE |
| PALMS: | ONE YEAR FROM DATE OF FINAL ACCEPTANCE |
| SHRUBS: | 120 DAYS FROM THE DATE OF FINAL ACCEPTANCE |
| GROUNDCOVER: | 120 DAYS FROM THE DATE OF FINAL ACCEPTANCE |
- FERTILIZATION, WATERING, AND WARRANTY DETAIL
- PALM TREE PLANTING DETAIL
- The diagram illustrates the planting detail for a palm tree. It shows a cross-section of the tree with a trunk that is 12 inches in diameter. The trunk is surrounded by a 3-inch layer of mulch. Fertilizer tablets are placed in a ring around the trunk, with a minimum of 3 inches between them. The groundcover is shown as a layer of mulch. The diagram also shows the placement of fertilizer tablets and the watering schedule.
- NOTES:

 1. FOR GENERAL REQUIREMENTS AND CONDITIONS, SEE CITY STANDARD DETAIL-GENERAL LANDSCAPING NOTES.
 2. FOR FERTILIZING, WATERING, AND WARRANTY REQUIREMENTS, SEE STANDARD DETAIL-FERTILIZATION, WATERING, AND WARRANTY.
 3. ALL SABLE PALM ROOT BALLS SHALL BE A MINIMUM OF 3'-0"x3'-0".
 4. ALL SABLE PALM ROOT BALLS SHALL BE STAKED AS SHOWN ABOVE.
- The diagram illustrates the typical shrub planting detail. It shows a cross-section of a shrub with a spread of 12 inches and a height of 12 inches. The shrub is surrounded by a 3-inch layer of mulch. Fertilizer tablets are placed in a ring around the shrub, with a minimum of 3 inches between them. The groundcover is shown as a layer of mulch. The diagram also shows the placement of fertilizer tablets and the watering schedule.
- The diagram illustrates the typical groundcover planting detail. It shows a cross-section of the groundcover with a 3-inch layer of mulch. The groundcover is surrounded by a 3-inch layer of mulch. Fertilizer tablets are placed in a ring around the groundcover, with a minimum of 3 inches between them. The groundcover is shown as a layer of mulch. The diagram also shows the placement of fertilizer tablets and the watering schedule.
- The diagram illustrates the typical layouts for shrub and groundcover planting. It shows a cross-section of the planting area with a curved edge, a straight edge, and a curbing. The diagram also shows the placement of fertilizer tablets and the watering schedule.
- NOTES:

 1. FOR GENERAL REQUIREMENTS AND CONDITIONS, SEE CITY STANDARD DETAIL-GENERAL LANDSCAPING NOTES.
 2. FOR FERTILIZING, WATERING, AND WARRANTY REQUIREMENTS, SEE STANDARD DETAIL-FERTILIZATION, WATERING, AND WARRANTY.
- SHRUB AND GROUNDCOVER PLANTING DETAIL
- TREE PLANTING DETAIL
- The diagram illustrates the tree planting detail. It shows a cross-section of a tree with a crown spread of 12 inches and an overall height of 12 inches. The tree is surrounded by a 3-inch layer of mulch. Fertilizer tablets are placed in a ring around the tree, with a minimum of 3 inches between them. The groundcover is shown as a layer of mulch. The diagram also shows the placement of fertilizer tablets and the watering schedule.
- NOTES:

 1. FOR GENERAL REQUIREMENTS AND CONDITIONS, SEE CITY STANDARD DETAIL-GENERAL LANDSCAPING NOTES.
 2. FOR FERTILIZING, WATERING, AND WARRANTY REQUIREMENTS, SEE STANDARD DETAIL-FERTILIZATION, WATERING, AND WARRANTY.
 3. IF BALLED AND BURLAPPED MATERIAL IS USED, ALL BURLAP AND STRAPPING SHALL BE REMOVED FROM ROOT BALL IMMEDIATELY PRIOR TO INSTALLATION.
 4. ALL OTHER TREE STAKING SYSTEMS MAY BE ACCEPTABLE WITH APPROVAL BY THE ENGINEER.
 5. OTHER TREE STAKING SYSTEMS MAY BE ACCEPTABLE WITH APPROVAL BY THE ENGINEER.
- | ITEM | REMARKS | BY | ITEM | BY | REMARKS | NO. | DATE | BY | DESCRIPTION | R E V I S I O N S | | | | DESIGNED BY: | DILK | ENGINEER OF RECORD: | CITY OF ST. PETE BEACH | EGAN PARK BMP | 90% SUBMITTAL |
|-----------------|---------|----|--------------------|----|---------|-----|------|----|-------------|-------------------|--|--|--|--------------|------|---------------------|------------------------|---------------|-----------------|
| | | | | | | | | | | | | | | | | | | | |
| WATER | DE | | GAS TRANSMISSION | DE | | | | | | | | | | | | | | | DATE: 1/15/2015 |
| RECLAIMED WATER | DE | | GAS DISTRIBUTION | DE | | | | | | | | | | | | | | | SHEET NO. |
| SANITARY SEWER | DE | | POWER TRANSMISSION | DE | | | | | | | | | | | | | | | 14 |
| STORM DRAINAGE | DE | | POWER DISTRIBUTION | DE | | | | | | | | | | | | | | | |
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St Pete Beach City Commission Agenda Report

Issue Considered: Authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$116,580 to perform general engineering and consulting services for a citywide wastewater Inflow & Infiltration (I&I) Study.

Date: February 24, 2015

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City budgeted \$725,000 in FY 2015 to perform a citywide wastewater I&I Study. The bulk of this project budget (\$600,000) will be spent to clean and televise the entire wastewater collection system. The remainder of the project budget (\$125,000) is for general engineering and consulting services.

This project is mandated under Florida Department of Environmental Protection (FDEP) Consent Order OGC File No. 14-0021. To begin we need to retain one of our contracted engineering firms for procurement assistance, construction project management, I&I report generation, and model capacity report generation. The capacity report generation element is also a requirement of our recent Comprehensive Plan negotiations.

Funding: FY 2015 Capital Improvement Plan (CIP) – “Sewer I&I Repairs”. Budgeted funding - “Plan/Engineer/Design” (\$111,500) and “Other” (\$13,500) for a total of \$125,000.

Requested Motion: “I move to authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$116,580 to perform general engineering and consulting services for a citywide wastewater Inflow & Infiltration (I&I) Study.”

Attachments: Kimley-Horn and Associates, Inc. IPO
City of St Pete Beach CIP “Sewer I&I Repairs” Budget

**Reviewed by
City Manager:** _____ WS _____



INDIVIDUAL PROJECT ORDER

February 10, 2015

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:

City of St. Pete Beach Inflow and Infiltration Study

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services for preparation of a City wide Inflow and Infiltration (I&I) Study and a Model Capacity Report. The City's current system was constructed in 1956/1957 and consists of approximate 38 miles of gravity sewer, 17 lift stations and approximately 826 manholes. The City, as part of a Consent Order with the Florida Department of Environmental Protection, has agreed to prepare an I&I Study. The Engineer will prepare this study utilizing data gathered by a City solicited contractor that will be collected and reported utilizing a standardized defect coding system in accordance with the National Association of Sewer Companies (NASSCO) certification standards, consisting of the Pipeline Assessment and Certification Program (PACP), the Manhole Assessment and Certification Program (MACP), and the Lateral Assessment and Certification Program (LACP). The Specific Tasks required are presented below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Procurement Assistance

The Engineer will assist the City in preparing a solicitation to have the MACP Level 1 and 2 inspections for the system manholes. MACP Level 1 inspection will be requested for 100% of the manholes. Level 1 inspection provides basic condition assessment information to evaluate the general condition of a manhole. MACP Level 2 inspections will be requested for those manholes shown in the Level 1 inspections to have significant issues, necessitating further documentation of the other 75%. The purpose of Level 2 inspection is to gather detailed information to fully document apparent defects, determine condition of the manhole, and provide the specific information needed to recommend corrective actions. We will provide guidelines for the contractor to utilize for proceeding with Level 2 inspections. This solicitation

will also consist of the televising and inspecting of the City's entire gravity sewer system. The assessment will utilize high-resolution color digital video from which the assessment of the piping will be based in accordance with PACP standards utilizing ASCE codes that will be included in an assessment report.

This task will also include the following:

- Attendance to Pre-Bid Meeting
- Response to Bid Questions
- Review of bid results and qualifications

Task 2 – Construction Project Management

This task shall consist of the following:

The Engineer will provide oversight services for the contractor selected for the manhole and collection system services. It is anticipated that this contract will take approximately 20 weeks to finish. During this 20 week period, the Engineer will provide the following services:

- 2.1 Pre-Evaluation Conference. The Engineer will attend a Pre-Evaluation Conference prior to commencement of work at the Site. The Engineer will provide limited on-site construction observation services during the construction phase. We have estimated a 2 hour per week effort for a Project Engineer and 0.5 hour/week for Project Manager/Engineer. Additional site visits will be made by the Engineer during critical activities and at intervals of at least once every week. Such visits and observations by the Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such visits and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep Client informed of the progress of the Work.
- 2.2 The purpose of the Engineer's site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide Client a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or

procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 2.3 Recommendations with Respect to Defective Work. The Engineer will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 2.4 Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- 2.5 Disagreements between Client and Contractor. The Engineer will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.6 Substantial Completion. The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, the Engineer considers the Work substantially complete; the Engineer will notify Client and Contractor.
- 2.7 Final Notice of Acceptability of the Work. The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in

accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.

- 2.8 Limitation of Responsibilities. The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

Task 3 – I&I Report

The Engineer will develop a report identifying deficiencies, and rating of the conditions of the pipelines, manholes and lift stations following NASSCO standards. This task will also consist of the Engineer providing assistance to the City by adding this data to the City's current GIS system. This Report will provide the basis for future Capital Improvement Plans and Task 4.

The Engineer will provide three copies of the draft report to the city and hold a maximum of two meetings with City staff to review the results and present to the City Council if required.

Three copies of the final report and one PDF copy will be provided to the City along with all digital data accumulated throughout the project for a final deliverable.

Task 4 – Model Capacity Report

The Engineer will develop a hydraulic and statistical model using the management software package, SewerCAD, to analyze the City's entire sanitary sewer system. Model will be developed using the following data sources.

- Physical data collected through the Inspection during the Inflow and Infiltration Report
- Pump flow and run times collected from the City's "Pump Watch" monitoring system
- Water use data collected from Pinellas County for meter readings.
- Records and As-built drawings from the City's public records.

Upon completion of model, the Engineer will prepare a report containing the following results:

- Remaining flow capacity within system for a maximum of 3 projected scenarios
 - Example Scenarios: Dry Weather Peak Hour Flow Event, Wet Weather Peak Hour Flow Event, Average Daily Flow Event

- Engineer will coordinate and discuss scenarios with the City before finalization of model and report.
- Identification of potential problem areas and recommendations for future capital improvement plans to fix outstanding issues.
- City wide map showing capacity ratings at each lift station and within existing gravity pipes and force mains.

The Engineer will provide three copies of the draft report to the city and hold a maximum of two meetings with City staff to review the results and present to the City Council if required.

Three copies of the final report and one PDF copy will be provided to the City along with all digital data accumulated throughout the project for a final deliverable.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-4 for a Lump Sum fee of \$116,580.00. 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. (Kimley-Horn) dated, dated January 8, 2013.

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

Task 1 – Procurement Assistance	\$10,500.00
Task 2 – Construction Project Management	\$17,880.00
Task 3 – I&I Report	\$48,500.00
Task 4 – Model Capacity Report	\$39,700.00
Not to Exceed Budget	\$116,580.00

ADDITIONAL SERVICES (if required):

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

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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: 2/12/15

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**CITY OF ST. PETE BEACH
CAPITAL IMPROVEMENT PROJECT PROPOSAL
FY2015 - FY2019**

PROJECT TITLE: Sewer I & I Repairs

DEPARTMENT: Public Services
DIVISION: Wastewater

PROJECT DESCRIPTION:

The city is focused on pump/lift station renovation since it is important that the wastewater can be pumped. Once lift stations repairs/renovations are complete, the focus will turn to reducing I & I. in order to do this efficiently and effectively the entire system must be inventoried and a Master Plan put in place to assist in prioritizing areas in most need.

LOCATION: Citywide

LIFE EXPECTANCY OF PROJECT:

COST ESTIMATE METHOD (SOURCE): Staff Review/Current Market Pricing

PROJECT COST SCHEDULE							
	Current FY2014	FY2015	FY2016	FY 2017	FY 2018	FY 2019	TOTAL FY15-19
CAPITAL COSTS							
Plan /Engineer/Design		\$ 111,500					\$ 111,500
Legal/permits							
Land acquisition							
Construction	\$ 100,000	\$ 600,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,600,000
Capital Equipment							
Other (Specify):		\$ 13,500					\$ 13,500
SUBTOTAL	\$ 100,000	\$ 725,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,725,000

OPERATING COSTS (Itemize)							
TOTAL							

FUNDING SOURCES (Itemize)							
Wastewater Fund		\$ 725,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,725,000
SRF Loan							
TOTAL	\$ -	\$ 725,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,725,000

**St Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to sign a proposal from Play Space Services, Inc. in the amount of \$48,880 to resurface the McKenney Park playground.

Date: February 24, 2015

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: McKenney Park is budgeted for playground resurfacing in FY 2015 due to its deterioration. Staff is recommending a piggyback on Bid #SDOC-14-B-075-LH: Playground Equipment, Surfacing & Installation between Play Space Services, Inc. and The School District of Osceola County, Florida for the purchase and installation of Rainbow Turf poured in place rubber surfacing.

The School District Invitation to Bid specifically noted in section 35. *Other Agencies*

- A. *All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s) permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.*
- B. *Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).*

The original bid was unanimously approved on May 20, 2014 by the Osceola County School Board and the agreement expiration is May 19, 2016.

Funding: FY 2015 Capital Improvement Plan (CIP) – “Playground Resurfacing” project (\$50,000)

Requested Motion: “I move to authorize the City Manager to sign a proposal from Play Space Services, Inc. in the amount of \$48,880 to resurface the McKenney Park playground.

Attachments: Play Space Services, Inc. Proposal
CIP Playground Resurfacing Budget

**Reviewed by
City Manager:** _____ *WS* _____



3125 Skyway Circle
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date:	1/12/2015	Proposal #	11559
Prepared for:	John Kretzer	Payment Terms:	Net 30
Customer Phone:	(727) 363-9243	Proposal Valid Until:	2/11/2015
Customer Fax:		Ship To	McKenney Park
Organization:	City of St. Pete Beach		9300 Blind Pass Rd.
	155 Corey Ave.		St. Petersburg, FL 33706
	St. Pete Beach, FL 33706		

Scope of Services:

DESCRIPTION	Sales Rep	M G	COST	TOTAL
	QTY	U/M		
PROPOSAL IS FOR 5200 SQ. FT. OF RAINBOW TURF POURED IN PLACE RUBBER SURFACING				
TO BE DONE BY OTHERS:				
- Removal and Disposal of Existing Tiles				
- Concrete Slab Preparation				
ACCEPTANCE OF THIS PROPOSAL WILL COME WITH (3) FREE PAILS OF EXTEND A LIFE BINDER TO BE DELIVERED TO SITE AT TIME OF INSTALLATION				
Rainbow Turf Poured In Place Rubber Surfacing to Cover an Area of 5200 sq. ft. at a Depth of 3 1/2"	5,200		6.00	31,200.00T
Freight Charges	1		2,080.00	2,080.00T
Freight charges are subject to change and must be verified at time of order.			0.00	0.00T
Installation of Rainbow Turf Poured In Place Rubber Surfacing to Cover an Area of 5200 sq. ft. at a Depth of 3 1/2"	5,200		3.00	15,600.00T
Pricing Based on The School District of Osceola County Contract #SDOC 14-B-075-LH, \$11.63 per sq. ft. Reduced to \$9.40 per sq. ft.				

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.

Subtotal \$48,880.00

Sales Tax (0.00) \$0.00

TOTAL \$48,880.00

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.

**CITY OF ST. PETE BEACH
CAPITAL IMPROVEMENT PROJECT PROPOSAL
FY2015 - FY2019**

PROJECT TITLE: Playground Resurfacing

DEPARTMENT: Public Services
DIVISION: Parks

PROJECT DESCRIPTION:

Due to old age and condition two playground surfaces have deteriorated over the years and must be replaced. We plan to minimize surface area and switch to a less expensive, and more durable, poured in place Child Safe Product. Lazarillo completed in 2014 and McKenney is scheduled for 2015.

LOCATION: Various

LIFE EXPECTANCY OF PROJECT: 15 years

COST ESTIMATE METHOD (SOURCE): Vendor

PROJECT COST SCHEDULE

	Current FY2014	FY2015	FY2016	FY 2017	FY 2018	FY 2019	TOTAL FY15-19
CAPITAL COSTS							
Engineering/Design							
Legal/permits							
Land acquisition							
Land preparation							
Construction							
Capital Equipment	\$50,000	\$ 50,000					\$ 50,000
Other (Specify):							
SUBTOTAL	\$50,000	\$ 50,000					\$ 50,000

OPERATING COSTS (Itemize)							
TOTAL							

FUNDING SOURCES (Itemize)							
General Fund	\$50,000	\$ 50,000					\$ 50,000
TOTAL	\$50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

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

Issue Considered: Resolution No 2015-02, approving a compliance agreement pursuant to Sec. 163.3184(6) between the City of St. Pete Beach and James Anderson, Joseph Kody and John Miller, resolving Case No. 13-003401-GM, Florida Division of Administrative Hearings. This is a companion item with Ordinance No. 2015-05.

Date: February 24, 2015

Prepared By: Andrew Dickman, City Attorney

Summary of Issue: This Resolution authorizes the Mayor to execute a “compliance agreement” between the above named petitioners, who have challenged the City’s adoption of Ordinance 2013-13 and the associated comprehensive plan. Florida statutes provides for negotiation of settlements in cases filed in the Florida Division of Administrative Hearings. The case has been abated for several months while the parties negotiated a settlement. These negotiation meetings were all noticed and open to the public. On February 10, 2015, the city commission authorized the city attorney and city manager to seek finalization of a settlement between the parties. On February 11, 2015, a settlement was reached and the petitioners have signed the attached compliance agreement. The compliance agreement incorporates two exhibits: 1) the amended petition filed against the city and containing petitioners’ allegations that the city’s comprehensive plan is not in compliance with state law, and 2) a list of “Remedial Actions” that, if accomplished, will resolve the petitioners’ allegations. The Remedial Actions has two sets of commitments: 1) studies that must be completed by the city, and 2) comprehensive plan amendments (“remedial amendments”) that the city must adopt. The companion Ordinance No. 2015-05 adopts those remedial plan amendments. Once the remedial plan amendments are adopted and the appeal period passes, the petitioners will dismiss their case against the city, at which time the city will have an effective comprehensive plan governing development in the city.

Requested Motion: I move to approve Resolution No. 2015-02 pursuant to Compliance Agreement

Attachment:

The compliance agreement executed by the petitioners and their attorneys.

RESOLUTION 2015-02

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, CITY COMMISSION, WITH ATTACHMENTS, APPROVING A COMPLIANCE AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETE BEACH AND THE PETITIONERS, JAMES ANDERSON, JOSEPH KODY, AND JOHN MILLER, RESOLVING DIVISION OF ADMINISTRATIVE HEARINGS ("DOAH") CASE NO. 13-00301-GM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED; DIRECTING THE CITY MANAGER TO SUBMIT AND IMPLEMENT REMEDIAL ACTION IN THE MANNER PROVIDED BY THE AGREEMENT.

WHEREAS, on August 13, 2013, the City adopted text and map amendments to the City of St. Pete Beach, Florida, Comprehensive Plan Future Land Use Element and Housing Plan Element by Ordinance No. 2013-13 (hereinafter referred to as the "Plan Amendments"); and,

WHEREAS, on August 30, 2013, the Florida Department of Economic Opportunity issued a letter to the City stating the Department completed its review of the Plan Amendments in accordance with the expedited state review process set forth in Sections 163.3184(2), (3) and 5, Florida Statutes, and have identified no provision that necessitates a challenge of the Ordinance adopting the Plan Amendments; and

WHEREAS, on September 11, 2013, Petitioners, James Anderson, Joseph Kody, and John Miller, by and through their counsel and pursuant to Florida Statutes §§ 120.569, 120.57, 163.3184(5) and 163.3184(7), and Florida Administrative Code 28-106.201, filed a Petition for Formal Administrative Hearing and Demand for Mediation challenging the Plan Amendments; and

WHEREAS, the City disputes the allegations of the Petitioners regarding the Plan Amendments; and

WHEREAS, on December 16, 2014 the City Commission directed the City Manager and City Attorney to enter into mediation between the Petitioners and the City of St. Pete Beach in an effort to resolve the dispute; and

WHEREAS, the Petitioners and the City through a series of publicly noticed meetings during the month of January 2015 have been able to amicably resolve their differences over the Plan Amendments in the manner set forth in the Compliance Agreement ("Agreement") and its exhibits; and

WHEREAS, The City Commission desires to accomplish the purposes outlined in the accompanying Agreement and the City Commission agenda memorandum, a copy of which is incorporated by reference, and has conducted a public hearing in compliance with the requirements of section 163.3184(6)(c), Florida Statutes and further directs the City Manager to transmit the Agreement to the Petitioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA,

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City Commission hereby approves the Agreement with the Petitioners, James Anderson, Joseph Kody, and John Miller, resolving DOAH Case No. 13-003401-GM in substantially the form attached hereto as Exhibit 1 and made a part hereof. The City Commission further authorizes the Mayor to execute the Agreement for and on behalf of the City of St. Pete Beach and directs the City Manager to complete the remedial actions and submit remedial plan amendments to the City of St. Pete Beach Comprehensive Plan in the manner provided by the Agreement in accordance with the requirements of law.

Section 3. The ordinance adopting the remedial plan amendments shall be considered at public hearing within 60 days of the execution of this Agreement.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Commission of the City of St. Pete Beach on this 24th day of February, 2015.

Maria Lowe, MAYOR

I, Rebecca C. 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 _____, 2015.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTEDNESS:

Andrew Dickman, Esq.

EXHIBIT 1 – COMPLIANCE AGREEMENT

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

JAMES ANDERSON, JOSEPH KODY,
and JOHN MILLER,

Petitioners,

DOAH Case No.: 13-003401-GM

v.

ALJ Bram Canter

CITY OF ST. PETE BEACH,

Respondent.

_____ /

COMPLIANCE AGREEMENT

THIS COMPLIANCE AGREEMENT is entered into by and between Petitioners, James Anderson, Joseph Kody, and John Miller (collectively "Petitioners"), and Respondent, City of St. Pete Beach ("City"), as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the State of Florida, Department of Economic Opportunity (hereinafter DEO or Department, is the state land planning agency and has the authority to administer and enforce the Community Planning Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City of St. Pete Beach (hereinafter City or Local Government) is a local government with the duty to adopt comprehensive plan amendments that are "in compliance" to guide the future growth of the City; and

WHEREAS, on or about July 3, 2013, the DEO notified the City that it completed its review of the proposed amendments, pursuant to 163.3184(2) and (3), Fla.Stat, and "identified no comments related to important state resources and facilities within the



[DEO's] authorized scope of review that will be adversely impacted by the amendment if adopted, and;

WHEREAS, on August 13, 2013, at a duly noticed public hearing, the City adopted certain plan amendments pursuant to Ordinance 2013-13 and the expedited review process under section 163.3184(3), and;

WHEREAS, on September 1, 2013, pursuant to Florida Statutes §§ 120.569, 120.57, 163.3184(5) and 163.3184(7), and Florida Administrative Code 28-106.201, Petitioners timely filed their Petition for formal Administrative Hearing and Demand for Mediation at DOAH, and an Amended Petition on October 24, 2013, and;

WHEREAS, the Amended Petition challenges whether the plan amendments are "in compliance" as defined in Florida Statutes § 163.3184(1)(b); whether the amendments are based upon relevant and appropriate data and analysis as required by Florida Statutes § 163.3177(1)-(6); whether the amendments contain all components required by Florida Statutes § 163.3177(6); whether the amendments are internally inconsistent or inconsistent with other elements of the City's comprehensive plan in violation of Florida Statutes § 163.3177(2); and whether the amendments are consistent with the Coastal Management provisions of Florida Statutes § 163.3178, and;

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interest to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein below set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

Handwritten signatures and a blue circular stamp. The signatures appear to be 'JAM' and 'JLA'. The blue circular stamp contains a stylized 'C' or similar symbol.

GENERAL PROVISIONS

1. Definitions. As used in this Agreement, the following words and phrases shall have the following meanings:

a. Act: the Community Planning Act, as codified in Part II, Chapter 163, Florida Statutes.

b. Agreement: This Compliance Agreement, which is being entered into by Petitioners and the City pursuant to Section 163.3184(6), Florida Statutes.

c. Comprehensive Plan Amendment or Plan Amendment: The comprehensive plan amendment adopted by St. Pete Beach on August 13, 2013 by Ordinance No. 2013-13 (DEO No. 13-1ESR).

d. DOAH: The Florida Division of Administrative Hearings.

e. In compliance or into compliance: The meaning set forth in section 163.3184(1)(b).

f. Amended Petition: The petition for administrative hearing and relief filed by the Petitioners identified as the Amended Petition for Formal Administrative Hearing.

g. Remedial Action: Exhibit B incorporated into this Agreement.

h. Remedial Plan Amendment: An amendment to the plan which the local government must adopt as part of the agreed upon Remedial Action.

2. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

3. Approval by Governing Body. This Agreement has been approved by the City's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section



163.3184(6)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the City's charter or other regulations.

4. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this Agreement, the statute or regulation shall take precedence.

5. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any other person under the law.

6. Effective Date. This Agreement shall become effective upon the last date of signing by the Petitioners or the City.

7. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated Agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

8. Scope of Agreement. The terms of this Agreement, including the required Remedial Action, were negotiated in public and agreed to by the parties for the purpose of fully resolving all issues between the parties which were or could have been raised in this proceeding to the Plan. This Agreement is not intended to affect or resolve any other claims between the parties, including but not limited to claims in the civil suit styled *Anderson v. City of St. Pete Beach*, Sixth Circuit Case No. 11-001319-CI.

9. Filing and Continuance. This Agreement shall be filed with DOAH after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this



matter shall be stayed by the hearing officer in accordance with Section 163.3184(6)(b), Florida Statutes.

10. Description of Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Amended Petition, which identifies the provisions alleged not in compliance. Exhibit B contains the agreed-upon Remedial Action. This Agreement constitutes a  Petitioners stipulation that if the Remedial Action is accomplished, the Plan Amendment will be in compliance.

11. Remedial Action. The City agrees to complete all Remedial Action within the time provided in this Agreement.

12. Adoption or Approval of Remedial Plan Amendments. Within 60 days after execution of this Agreement, the City shall consider for adoption the Remedial Plan Amendments described in Exhibit B. This may be done at a single adoption hearing, subject to applicable additional requirements in the City's Charter. If the Remedial Plan Amendments are not adopted, without modification, for any reason, the Plan Amendment shall be deemed withdrawn by the City and of no force and effect. Upon adoption of remedial plan amendments, the Plan Amendment and remedial plan amendments shall become effective, pursuant to section 163.3184, Fla. Stat.

13. Challenge of Remedial Plan Amendments. If an affected person or the state land planning agency timely file a challenge to the Remedial Plan Amendments, the parties agree that the City will defend the challenge to the Remedial Plan Amendments before DOAH at the City's expense or withdraw the Plan Amendment and Remedial Plan Amendments completely. The City may not make changes to the Remedial Plan Amendments without the consent of Petitioners.

14. Attorney Fees and Costs. The City will reimburse Petitioners \$35,000.00 for Petitioners' attorneys' fees and costs they have incurred in connection with this proceeding. Payment shall be made payable to the trust account of Weber Crabb Wein, P.A. This payment shall be made either 5 working days after: a) notice of filing of a petition to challenge the remedial plan amendments, or b) dismissal of the DOAH proceeding.

15. Enforcement. Should Petitioners be required to seek enforcement of the provisions of this Agreement, the prevailing party shall be entitled to attorney fees and costs associated with said enforcement action.

16. Governmental Discretion Unaffected. This Agreement is not intended to bind the City in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

17. Multiple Originals. This Agreement may be executed by the parties in counterpart originals (facsimile or e-mailed copies shall be considered as originals) with the same force and effect as if fully and simultaneously executed in a single original document.

18. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

19. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on their own behalf or through their duly authorized official.

[Signature pages to follow]



CITY OF ST. PETE BEACH

By: _____
Maria Lowe, Mayor

Date

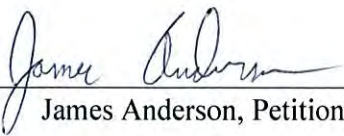
Approved as to form and legality:

Andrew Dickman, City Attorney

Date

He
JRM
JLB. 

JAMES ANDERSON

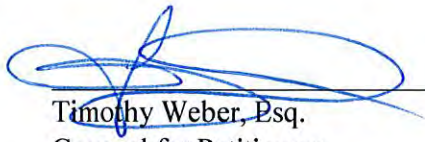
By: 
James Anderson, Petitioner

2/11/2015
Date

Approved as to form and legality:


Kenneth Weiss, Esq.
Counsel for Petitioners

2/11/15
Date

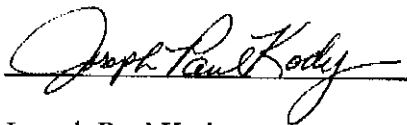

Timothy Weber, Esq.
Counsel for Petitioners

2/11/15
Date



February 11, 2015

I, Joseph Paul Kody, authorize John Miller to sign the Settlement Agreement with the City of St. Pete Beach relating to DOAH Case No. 13-003401 GM on my behalf.

A handwritten signature in cursive script, reading "Joseph Paul Kody", is written over a horizontal line.

Joseph Paul Kody
620 West Maple Street
Arlington Heights, IL
60005

JOSEPH KODY

By: John Miller
for Joe Kody
Joseph Kody, Petitioner

2/11/15
Date

Approved as to form and legality:

Kenneth Weiss
Kenneth Weiss, Esq.
Counsel for Petitioners

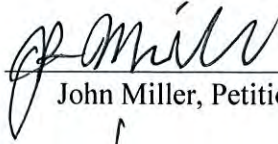
2/11/15
Date

Timothy Weber
Timothy Weber, Esq.
Counsel for Petitioners

2/11/15
Date

JOHN MILLER

By:



John Miller, Petitioner

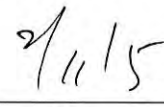


Date

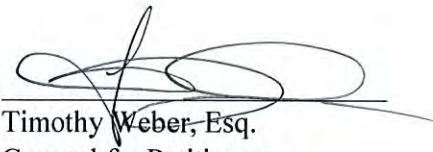
Approved as to form and legality:



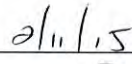
Kenneth Weiss, Esq.
Counsel for Petitioners



Date



Timothy Weber, Esq.
Counsel for Petitioners



Date



EXHIBIT “A”
Amended Petition

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

JAMES ANDERSON, JOSEPH KODY,
and JOHN MILLER,

Petitioners,

DOAH Case No.: 13-003401-GM

v.

ALJ Bram Canter

CITY OF ST. PETE BEACH,

Respondent.

AMENDED PETITION FOR FORMAL ADMINISTRATIVE HEARING

Petitioners, JAMES ANDERSON, JOSEPH KODY, and JOHN MILLER (collectively "Petitioners"), by and through their undersigned counsel and pursuant to Florida Statutes §§ 120.569, 120.57, 163.3184(5) and 163.3184(7), and Florida Administrative Code 28-106.201, hereby petition the Division of Administrative Hearings, State of Florida, and the Administration Commission, to determine that the City of St. Pete Beach's ("City") Ordinance 2013-13 ("Ordinance"), adopting amendments to the City's Comprehensive Plan, is "not in compliance" within the meaning of Florida Statutes § 163.3184(1)(b), and as grounds would show:

STANDING

Petitioners, JAMES ANDERSON, JOSEPH KODY, and JOHN MILLER, are property owners within the City of St. Pete Beach and have been at all times relevant to this proceeding. Petitioners presented comments and objections to the City Commission during the period of time beginning with the transmittal and ending with the adoption of the Ordinance by the City. Petitioners are "affected persons" as defined in Florida



Statutes § 163.3184(1)(a). A copy of the Ordinance is attached as Exhibit "A" to this Amended Petition.

KODY and MILLER reside at the Silver Sands Condominium which is directly adjacent to the Large Resort District created by the Ordinance and in close proximity to other redevelopment areas designated in the Ordinance. Development under the comprehensive plan, as amended by the Ordinance, would negatively and adversely impact Petitioners' use and enjoyment of their property, as well as its value; would negatively and adversely impact Petitioners' ability to evacuate in the event of a hurricane; and would negatively and adversely impact Petitioners by creating additional tax burdens, increased crime in the area near Petitioners' properties, and impacts on the natural and historic resources of the City currently enjoyed by Petitioners. Petitioners' substantial interests will be adversely affected by this proceeding. Petitioners would be "adversely affected," as defined in Florida Statutes § 120.68, by final agency action allowing these amendments to go into effect.

REPRESENTATION AND NOTICE

Petitioners are represented in this matter by Timothy W. Weber, Esq., Weber, Crabb & Wein, P.A., 5999 Central Ave., Suite 203, St. Petersburg, Florida 33710, (727) 828-9919, timothy.weber@webercrabb.com; Kenneth L. Weiss, Esq., 11085 9th Street East, Treasure Island, FL 33706-1111, (727) 367-8829, kweiss1@tampabay.rr.com. For purposes of this proceeding, Petitioners' addresses shall be that of undersigned counsel.

Petitioners received notice of the Ordinance either when they attended the adoption hearing conducted by the City of St. Beach City Commission on August 13,

2013 or shortly thereafter. The original petition was filed within thirty days of the date of adoption of the Ordinance.

AGENCY AFFECTED

The Department of Economic Opportunity, while not a party to this proceeding, conducted a review of the Ordinance under Florida Statutes § 163.3184. The Department's address is 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399.

The Administration Commission will have jurisdiction to enter a final order finding the plan amendments adopted by the Ordinance "not in compliance." The Commission's address is c/o Office of the Governor, The Capitol, Tallahassee, Florida 32399.

DISPUTED ISSUES OF MATERIAL FACT

Whether the Ordinance is "in compliance" as defined in Florida Statutes § 163.3184(1)(b).

Whether the Ordinance is based upon relevant and appropriate data and analysis as required by Florida Statutes § 163.3177(1)-(6).

Whether the Ordinance contains all components required by Florida Statutes § 163.3177(6).

Whether the Ordinance is internally inconsistent or inconsistent with other elements of the City's comprehensive plan in violation of Florida Statutes § 163.3177(2).

Whether the Ordinance is consistent with the Coastal Management provisions of Florida Statutes § 163.3178.

Handwritten signatures and initials in the bottom right corner. There are three distinct marks: a large, stylized signature in black ink, a smaller signature or set of initials in blue ink, and a circular stamp or mark in blue ink.

Whether the Ordinance protects human life against the effects of natural disaster and protects human life in areas subject to destruction by natural disaster as required by Florida Statutes §§ 163.3177(6)(g)7. and 163.3178(1).

Whether the Ordinance limits public expenditures that subsidize development in the Coastal High Hazard Area or areas subject to destruction by natural disaster as required by Florida Statutes §§ 163.3177(6)(g)6. and 163.3178(1).

THE FACTS

1. The City of St. Pete Beach is a municipality located on a barrier island in Pinellas County, Florida.
2. It is comprised of 1,286.10 acres, nearly all of which is located in a Coastal High Hazard Area.
3. The City is essentially a "built out" community. Existing construction was completed under land development regulations limiting maximum allowable building heights throughout the City at 50 feet.
4. The City has one primary traffic artery, Gulf Blvd., which runs along the coastline for the length of the City and provides access to the 2 existing bridges which provide evacuation routes off the island.
5. The entire City is extremely vulnerable to sea-level rise, flooding, and natural disasters, including hurricanes.
6. The City and Pinellas County have historically had poor evacuation clearance times and inadequate hurricane shelter availability. Given its status as a barrier island, the City faces significant challenges in the protection of human life and property in the event of a natural disaster.

Handwritten signature and initials in blue ink, including a circled 'A'.

Background and Procedural History

7. In 1998, the City substantially rewrote its comprehensive plan.
8. In 1999, the Department of Community Affairs, State of Florida (DCA), issued a Notice of Intent to find the plan "not in compliance" based on several deficiencies in the City's plan.
9. The DCA and the City ultimately entered into a Settlement Agreement to remediate the non-compliance in which the City agreed to address (1) identified deficiencies in plans and policies to protect public and private property, and human lives, from the effects of natural disasters; (2) the protection of coastal and marine resources from the adverse effects of development since increased densities were authorized in areas designated as mixed-use areas; and (3) the City's failure to adequately describe how the City will avoid improvements that encourage or subsidize increased development in coastal high hazard areas while also providing for timely and efficient access to its services and attractions.
10. In 2004, despite the state-imposed limitations in the 1998 plan, the City attempted to adopt plan amendments which would encourage hotel redevelopment by providing increased building heights and densities to resort properties along the Gulf of Mexico.
11. In 2006, while the 2004 plan amendment was being subjected to a compliance challenge, the citizens of St. Pete Beach repealed the 2004 plan amendment, largely in opposition to the increased building heights. The 2004 amendments never went into effect.



12. At the same time, the citizens adopted by initiative certain amendments to the City's charter which would require, among other things, voter approval of comprehensive plan amendments and voter approval of land use regulations increasing allowable building heights. See *Citizens for Responsible Growth v. City of St. Pete Beach*, 940 So.2d 1144 (Fla. 2d DCA 2006), for an explanation of the charter amendments.

13. In 2007, Save Our Little Village, Inc. (SOLV), a political action committee funded by the City's resort owners, proposed by initiative a comprehensive plan amendment which would create a Large Resort District in the City, transfer vast amounts of transient lodging density to the resort properties along .9 of a mile of Gulf Boulevard and the beach in the Large Resort District, increase allowable building heights from 50 feet to as much as 146 feet in the Large Resort District, and provide density bonuses and impact fee waivers and credits to encourage redevelopment of the resort properties at vastly increased heights and densities.

14. The City initially refused to place the SOLV initiative on the ballot, citing inconsistency between the initiative process and the procedural requirements of the Growth Management Act, Part II of Chapter 163, Florida Statutes (hereinafter "GMA").

15. SOLV filed a mandamus action against the City to force the City to submit the SOLV plan to voters. See *SOLV v. Commissioner Linda Chaney, et al.*, Case No. 08-002408-CI-8, in the Sixth Judicial Circuit in and for Pinellas County, Florida.

16. One citizen, William Pyle, a resident of the Silver Sands Condominium, intervened in the mandamus action and sought to have the petition dismissed.

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17. During the pendency of the mandamus action, SOLV gained control of the City commission as a result of an intervening election.

18. Accordingly, after the Circuit Court announced that the SOLV plan could be submitted to voters but must also comply with the GMA as argued by Pyle (and previously the City), SOLV and the newly elected commission entered into a Settlement Agreement and voluntarily dismissed the suit in order to avoid the Circuit Court's entry of a final judgment requiring compliance with the procedural aspects of the GMA as a condition precedent to adoption of the SOLV plan.

19. On June 3, 2008, the City submitted Ordinance 2008-10 to the voters for approval. Ordinance 2008-10 provided that, upon voter approval, the City would transmit Ordinance 2008-15, along with the SOLV plan, to the DCA and reviewing agencies in accordance with s. 163.32465.

20. After the election, the City declared that Ordinance 2008-10 was approved by the voters. It thereafter transmitted Ordinance 2008-15, along with the SOLV plan, to the DCA.

21. Pyle filed a compliance challenge to Ordinance 2008-15 with the Division of Administrative Hearings, State of Florida (DOAH). See *Pyle v. City of St. Pete Beach*, DOAH Case No. 08-4772-GM.

22. Ordinance 2008-15 was found in compliance by DOAH. *Id.*

23. Pyle also filed an action in the Circuit Court seeking to declare Ordinance 2008-10 void on the grounds that the voter approval was invalid because SOLV and the City misled voters in the ballot titles and summaries in the June 3, 2008 election. See

Handwritten signatures and a blue circular stamp. The signatures are in black ink, and the stamp is a blue circle with some illegible text inside.

Pyle v. Finnerty, Case No. 08-008129-CI-8 and 08-00864-CI-08, in the Sixth Judicial Circuit in and for Pinellas County, Florida.

24. Another resident of Silver Sands, Bruce Kadoura, filed an action in the Circuit Court seeking to have Ordinance 2008-15 declared void for, among other things, failure of the City to comply with the voter approval requirements of the City's Charter in transmitting and adopting the SOLV plan amendment. See *Kadoura v. Huhn, et al.*, 08-12498-CI-19.

25. In the *Pyle* case, the Circuit Court declared the June 3, 2008 election invalid on the grounds that the ballot titles and summaries employed by SOLV and the City "hid the ball" and misled voters concerning the true purpose and effect of the plan amendments, i.e. by failing to disclose the tripling height and density. The Circuit Court described the SOLV plan amendment as a "massive overhaul of land use requirements from top to bottom and side to side." The Circuit Court declared Ordinance 2008-10 invalid.

26. In the *Kadoura* case, the Circuit Court declared Ordinance 2008-15 void *ab initio* for failure of SOLV and the City to comply with the voter approval requirements of the City's Charter.¹

27. After losing the *Pyle* and *Kadoura* cases, the City filed appeals to the Second District Court of Appeal, State of Florida.

28. During the pendency of SOLV's and the City's appeals, the City lobbied for a special law to allow the City to readopt the SOLV plan without having to submit it to the state land planning agency or reviewing agencies. Its efforts were rewarded with the

¹ Despite the City's numerous public claims that the voters have approved the SOLV Plan, two final judgments against the City have concluded otherwise.

Handwritten signatures and initials in the bottom right corner. There are several sets of initials, including what appears to be 'JB', 'N', and a circled 'J'. There are also some scribbles and other marks.

Legislature's passage of § 163.32466, Florida Statutes, which purported to allow the City to readopt the SOLV Plan without following GMA procedures.

29. In reliance on § 163.32466, the City adopted Ordinance 2011-19, which largely incorporates the SOLV Plan, and then dismissed the *Pyle* and *Kadoura* appeals.

30. Thereafter, James Anderson, Petitioner herein, filed an action in the Circuit Court challenging the validity of § 163.32466, Florida Statutes, on the grounds that it was an invalid special law adopted in violation of the Florida Constitution. Anderson also challenged Ordinance 2011-19 on various grounds, including that it depended for its validity on § 163.32466 and was never submitted to the state land planning agency or reviewing agencies as required by law.

31. The Circuit Court, despite finding that s. 163.32466 only applied to the City of St. Pete Beach and only applied to a single ordinance (2008-15), denied Anderson's special law claim. The Circuit Court denied all other relief sought by Anderson. Anderson appealed to the Second District Court of Appeal, State of Florida, which appeal is pending and scheduled for oral argument in November of 2013.

32. During the pendency of the Anderson appeal, the City transmitted the Ordinance to the state land planning agency and reviewing agencies.

33. It then adopted the Ordinance.

34. Petitioners filed their petition with DOAH challenging the Ordinance and also filed their Motion for Stay or Abatement Pending Outcome of Pending Appeal.

35. At a hearing on Petitioners' Motion for Stay or Abatement Pending Outcome of Pending Appeal, the City successfully maintained that the validity of the Ordinance was not dependent on the validity of Ordinance 2011-19, now being

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challenged on appeal to the Second District Court of Appeal, because the Ordinance was intended by the City to be reviewed for compliance as if Ordinance 2011-19 had never been adopted.

36. According to the City, the Ordinance was a corrective measure designed to eliminate the uncertainty surrounding Ordinance 2011-19 by adopting a plan amendment which was in no way dependent on Ordinance 2011-19.

37. The City, having successfully maintained this position, is directly estopped from now taking a contrary position.

38. Notably, however, contrary to its representations to DOAH, the City submitted the Ordinance to the state land planning agency and other reviewing agencies as if Ordinance 2011-19 was in effect. The City coupled this submission with an underline and strikethrough suggesting that little or no change was being made to the City's comprehensive plan. The City did not transmit any supporting data and analysis with the plan and failed to include a FLUM depicting the current future land use designation when it made changes to the future land use designations of each parcel affected by the amendment. By these actions, the City again deliberately bypassed scrutiny of its plan amendment by the state land planning agency and reviewing agencies.

39. Pursuant to § 163.3184(3)(c)2., Florida Statutes, the City was required to transmit any supporting data and analysis to the state land planning agency, and other agencies commenting on the plan, within ten (10) working days after the second public hearing on the plan.

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40. Pursuant to s. 163.3184(3)(c)3., Florida Statutes, the City was required to provide the Department with an underline and strikethrough of text revisions in the plan.

41. Furthermore, the City was required to include a future land use map (FLUM) depicting the current future land use designation when it made changes to each parcel's designation.

42. The City did not comply with any of these mandatory provisions.

Lack of Supporting Data and Analysis

43. As a more particular explication of the Ordinance's lack of supporting data and analysis, the Ordinance is not supported by adequate and relevant data and analysis:

- a. Projecting the permanent and seasonal population of the area as required by § 163.3177(6)(a);
- b. Addressing the availability of water supplies, public facilities and services as required by Florida Statutes § 163.3177(6)(a);
- c. Identifying any capital expenditure which would be required as a result of the Ordinance;
- d. Demonstrating that hurricane evacuation clearance times will be maintained or reduced;
- e. Addressing existing deficits in public shelter facilities in Pinellas County;
- f. Addressing existing Levels of Service on transportation facilities in each District considering that the City has very limited evacuation routes;
- g. Demonstrating that the City has coordinated with the County Emergency Management Department and the regional authorities to address hurricane evacuation issues, ensure that hurricane evacuation clearance times are maintained or reduced and lives are protected, given that hurricane evacuation routes are very limited and will likely be flooded during a storm;
- h. Addressing flooding and drainage issues in the Large Resort District;

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- i. Describing and supporting the ratio of hotel units to residential units utilized as the basis for significantly increasing temporary lodging units in the Large Resort District;
 - j. Identifying non-conforming uses in each District as a result of the plan amendment;
 - k. Describing and supporting the Density Bonuses and Density Pools, including from where the density will come and how, and in what quantities, it will be reallocated;
 - l. Addressing flooding and drainage issues in the Large Resort District in light of substantially increased densities and intensities of development proposed for the District;
 - m. Providing a compatibility analysis of changes to each parcel and each District with neighboring land uses, including changes in permitted height standards;
 - n. Ensuring the protection of natural and historic resources;
 - o. Providing guidelines for the implementation of mixed-use development including the types of uses allowed, the percentage distribution among the mix of uses, or other standards, and the density and intensity of each use;
 - p. Demonstrate that the land uses allowed in each District under the Ordinance will be supported by sufficient water, sewer, stormwater and solid waste facilities. The lack of such facilities is also inconsistent with Florida Statutes § 163.3178(2);
 - q. Supporting the necessity of providing density bonuses for the construction of affordable housing in the City;
 - r. Analyzing the environmental, socioeconomic, and fiscal impact of development and redevelopment proposed in the future land use plan, with required infrastructure to support this development or redevelopment, on the natural and historical resources of the coast.
44. The plan also fails to include an analysis of FLUM amendments.

Failure to Include All Required Components

45. The Ordinance is not in compliance as it fails to include all required components, including:

- a. The Ordinance does not include a proposed FLUM;

- b. A description of the development potential under the current FLUM and the maximum amount of development allowed under the proposed amendment;
- c. Maps clearly identifying the current FLUM designation, Existing Land Use and Proposed FLUM designation for each parcel included in the amendment;
- d. Procedures for monitoring, evaluating, or appraising its implementation;
- e. Meaningful guidelines for the content of land development regulations;
- f. Meaningful guidelines for the implementation of mixed-use development including the types of uses allowed, the percentage distribution among the mix of uses, or other standards.
- g. Availability of water supplies, public facilities and services;

Consistency

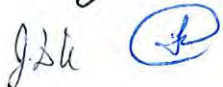
46. Florida Statutes s. 163.3177(2) provides:

Coordination of the several elements of the local comprehensive plan shall be a major objective of the planning process. The several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used, including population estimates and projections unless alternative data can be justified for a plan amendment through new supporting data and analysis. Each map depicting future conditions must reflect the principles, guidelines, and standards within all elements, and each such map must be contained within the comprehensive plan.

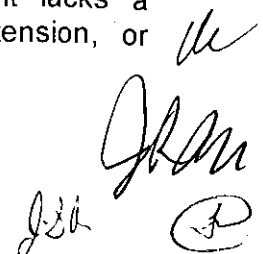
47. The Ordinance is internally inconsistent in several respects, including:

- a. The revised FLUE policy 4.1.1 defines the CHHA in a manner inconsistent with Map 4; it also references Rule 9-J5, which has been repealed;
- b. The Ordinance states in several places that the City will do something at a time that has already passed;

48. The Ordinance is inconsistent with other provisions of the City's Comprehensive Plan, including:

- a. The proposed revision to the goals, objectives and policies of the FLUE is inconsistent with the current FLUM as no proposed FLUM is included in the amendment;
- b. Revised FLUE policy 4.1.1 is inconsistent with Objective 2.1 of the Coastal and Conservation Element to the extent it permits exceptions for public expenditures which encourage or subsidize development or redevelopment that are not permitted in the Coastal and Conservation Element.
- c. Revised FLUE Policies 4.1.2 and 4.1.4 requiring the City to adopt Levels of Service for both evacuation times to shelter and out-of-county is inconsistent with Coastal and Conservation Element Objective 2.3 and Policy 2.3.3.
- d. Map 4 is inconsistent with the Coastal and Conservation Element's definition of the CHHA;
- e. The Ordinance is inconsistent with the Capital Improvements Element ("CIE") because the CIE provides for no infrastructure costs required by the Ordinance.
- f. The Ordinance permits impervious surface ratios up to 90% which is inconsistent with Infrastructure Element Policy 2.2.3 which limits impervious surface area ratios to no more than 70%;
- g. The Ordinance is inconsistent with CIE Objective 1.1 because it fails to estimate the capital improvements required to correct existing deficiencies to accommodate the desired future growth encouraged by the Ordinance;
- h. The Ordinance is inconsistent with CIE Policy 1.4.1 which requires that the City shall expend funds in the CHHA only for existing development or new development that is consistent with the FLUM;
- i. The Ordinance is inconsistent with the Coastal and Conservation Policy 2.2.2 which requires the City to maintain allowable densities in the CHHA;
- j. The Ordinance is inconsistent with the Coastal and Conservation Policy 2.1.1 because it supports the financing of sewer and water line extensions or expansions within the CHHA;
- k. The Ordinance is inconsistent with CIE Objective 1.4 which limits expenditures that subsidize development in the CHHA;
- l. The Ordinance is inconsistent with the CIE because it lacks a component that outlines principles for construction, extension, or

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increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the Ordinance.

49. The Ordinance is also inconsistent with state law, including:
- a. The Definition of "Development" in the Community Redevelopment District is inconsistent with the definition of "Development" under state law.
 - b. The Ordinance does not describe changes in densities and intensities of development allowed for each parcel and each District under the current FLUM and the changes allowed by the Ordinance;
 - c. The Ordinance does not identify the maximum development potential of each parcel and each District under the existing FLUM and the Ordinance.
 - d. The Ordinance does not limit public expenditures which subsidize development or redevelopment in the CHHA.

Allowance of Incompatible Development

50. The Ordinance proposes redevelopment which is incompatible with surrounding uses, principally due to vastly increased densities, intensities, and building heights.

Clustering of Density Within CHHA

51. The Ordinance dangerously clusters a three-fold increase in density on a few select coastal properties, i.e. the SOLV hotels, in contrast to the existing plan which spreads the density over the entire city, a far greater area. This fails to protect human life.

52. The Ordinance is inconsistent with the Coastal Management provisions of Florida Statutes § 163.3178, Florida Statutes. By placing intense uses in particularly vulnerable portions of the coastal high hazard area, the Ordinance will allow activities that will not protect human life as required by Florida Statutes §§ 163.3178(1) and

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163.3178(2). The land uses allowed under the Ordinance will not ensure that the adopted level of service for out-of-county hurricane evacuation is maintained or reduced consistent with the goals, objectives and policies in the Coastal and Conservation Elements and the provisions of Florida Statutes § 163.3178(8).

STATUTES AND RULES WARRANTING RELIEF

Florida Statutes §§ 120.569, 120.57, 163.3177 and 163.3178.

RELIEF SOUGHT

Petitioner requests that the Division of Administrative Hearings conduct a formal administrative proceeding; that the Division enter a Recommended Order to the Administration Commission that the Ordinance is not "in compliance;" and that the Administration Commission enter a Final Order deeming the Ordinance not "in compliance" and specifying appropriate sanctions and remedial actions.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and complete copy of the foregoing has been provided to counsel for the City of St. Pete Beach by e-mail this 24th day of October, 2013:

Cari Roth, Esq.
croth@bmolaw.com
Ellie Neiberger, Esq.
eneiberger@bmolaw.com
Ryan Hobbs, Esq.
rhobbs@bmolaw.com
kbotino@bmolaw.com
jbrown@bmolaw.com
Bryant Miller Olive, P.A.
101 North Monroe Street, Suite 900
Tallahassee, Florida 32301
Phone: (850) 222-8611
Fax: (850) 222-8969

s/ Timothy W. Weber

Timothy W. Weber, Esq.
Florida Bar No.: 086789
Weber, Crabb & Wein, P.A.
5999 Central Avenue, Suite 203
St. Petersburg, Florida 33710
Tel: (727) 828-9919; Fax: (727) 828-9924
Email: timothy.weber@webercrabb.com and
lisa.willis@webercrabb.com

and

Kenneth L. Weiss, Esq.
Florida Bar No.: 0159021
11085 9th Street East
Treasure Island, FL 33706-1111
Tel: (727) 367-8829
Email: kweiss1@tampabay.rr.com
Attorneys for Petitioners

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EXHIBIT “B”

Remedial Action

EXHIBIT B – REMEDIAL ACTION

DOAH Case No.: 13-003401-GM

SUPPORT DOCUMENTS:

The City shall expeditiously complete the following studies:

- 1) **Density Analysis** – Identify and compare the number of units available under the 1998 and 2013 Comprehensive Plans for the Community Redevelopment District and the number existing at the present time to determine the available number of units for development. The analysis will be used to evaluate Comprehensive Plan amendments, development orders, and infrastructure needs.
- 2) **Sanitary Sewer Analysis** – Conduct and analyze the Inflow and Infiltration Study (I & I Study) to be performed in fulfillment of the Compliance Agreement with the State Department of Environmental Protection; and based on the results thereof, establish a plan to implement the recommended actions of the study. The City shall also study its system capacity to support permitted new development.
- 3) **Stormwater Facilities Analysis** – Identify the completed and scheduled components of the Stormwater Master Plan and include the recommended schedule to implement the plan in the Capital Improvement Schedule.
- 4) **Impact Fee Analysis** – Review and update the City's impact fee schedule to implement the plan in the Capital Improvement Schedule.
- 5) **Concurrency Management System** – Based on the foregoing analysis of infrastructure capacity and needs, identify and make adjustments to the required Level of Service (LOS).
- 6) **Capital Improvement Schedule** – Update and revise the City's Capital Improvement Schedule (CIS) on an annual basis as part of its capital budgeting process.

The City shall notify Petitioners and/or their counsels upon completion of forgoing studies and promptly provide the studies to Petitioners in electronic format (unless electronic format is impracticable).

REMEDIAL ACTION:

Notwithstanding anything to the contrary in the Plan Amendment or Remedial Plan Amendments, until such studies are complete, the City shall not issue any development order for a building exceeding eighty (80) feet in height in the Community Redevelopment District. Thereafter, no development order shall be issued which permits development in the Community Redevelopment District in excess of the number of available units supported by the Density Analysis unless and until an amendment to the Community Redevelopment District is approved pursuant to the requirements for comprehensive plan amendments, consistent with the data and analysis required in support thereof.

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REMEDIAL PLAN AMENDMENTS:

The City will adopt the following remedial amendments to the plan:

CITIZEN INPUT ON REDEVELOPMENT

Amend paragraph 5 of Sec. I (10), as follows:

~~If these plans and regulations are first approved by the voters of St. Pete Beach, and subsequently, the Ch. 163 Plan is approved by the County, the City and its residents will benefit from a Redevelopment Trust Fund established pursuant to F.S. 163.387 as may be authorized by Pinellas County and a Community Improvements Fund that will to provide capital infrastructure, public improvements and amenities that will improve the safety, services to, and beauty of our the City.~~

FUTURE LAND USE ELEMENT

~~Policy 1.1.10~~

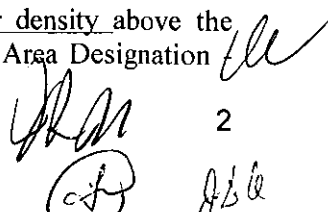
~~The City shall offer incentives for the location and construction of affordable, Green, on-site workforce living accommodations in conjunction with large-scale temporary lodging uses.~~

Policy 2.1.9

~~All temporary lodging units shall be prohibited from seeking homestead exemption and home occupational licensing. No temporary lodging unit shall be occupied as a residential dwelling unit. Temporary lodging uses within the Community Redevelopment District shall not be occupied for more than thirty (30) consecutive days by the same temporary lodging unit guest or more than thirty days cumulatively on an annual basis for a resort condominium unit owner. In other words, the thirty days is measured beginning on the first day of any occupancy until 365 days from that date. The City of St. Pete Beach may require affidavits of compliance with this policy from each temporary lodging use and/or unit owner. Seller of temporary lodging unit shall be responsible for advising the purchaser of this requirement. In addition, any seller of a resort condominium project or temporary lodging unit shall be required to record a covenant in the public records of Pinellas County agreeing to said restriction prior to conveyance.~~

Policy 2.2.2

The site plan review provisions, as contained in the LDC shall, at a minimum, address the following:

- Allowance for a creative approach for development or redevelopment;
- A requirement that more open space, if practical, be provided than that called for by the strict application of the minimum requirements of the land development regulations;
- A harmonious development of the site with consideration given to the surrounding areas and community facilities, while providing for safe and efficient traffic circulation; and
- The establishment of procedures for the granting of increased structure height not to exceed 50 feet in all areas of the City excluding the Community Redevelopment District which establishes specific height standards by use within each character district; in exchange for increased open space and decreased amounts of impervious surfaces; and
- ~~The repeal of variance p~~Procedures that would allow increased height or density above the maximum established in each character district located within the Special Area Designation 

Community Redevelopment District shall be prohibited, ~~subject to voter referendum approval, if required by the City Charter;~~ and

- Other provisions as deemed appropriate by the City in keeping with the intent of the comprehensive plan and land development regulations.
- Land survey completed within the last twelve (12) months.

Policy 2.9.1

As administered by the land development regulations, the City of St. Pete Beach shall not ensure that all development and redevelopment taking place within its municipal boundaries does not issue any development order (excluding future land use or zoning map amendments) or building permit for any project that results in a reduction of the level of service requirements established and adopted in this comprehensive plan.

Policy 2.9.6

Consistent with this Comprehensive Plan, as amended, ~~all building permits for future development and redevelopment activities~~ new construction, additions, or certificates of occupancy for a change in use shall be issued only if public facilities necessary to meet the level of service standards adopted pursuant to this comprehensive plan are available concurrent with the impacts of the development.

Policy 3.1.2

The land development regulations shall ensure that all development along the coastline is in accordance with the Coastal Construction Control Line as established by the State of Florida, ~~City of St. Pete Beach, or other appropriate governmental agencies.~~

Policy 3.1.3

~~The City of St. Pete Beach will re-evaluate its Coastal Construction Control Line from time to time in order to measure its effectiveness.~~

Policy 3.3.3

The City shall permit no new developments where the facilities and services are not available or planned to be available in accordance with the Concurrency Management System adopted in as set forth under Division 29 of the City of St. Pete Beach Land Development Code 1992 as Chapter 102, St. Pete Beach Code of Ordinances, as amended.

Policy 4.1.1

~~The City shall not support or finance new local transportation corridors which lie within the Coastal High Hazard Area, although existing corridors may be maintained or improved as necessary to protect the health, safety and welfare of existing residents.~~ Publicly funded infrastructure inside the coastal high hazard area shall be limited to the following:

- *The expenditure for the maintenance, repair or replacement of existing facilities; or*
- *The expenditure for restoration or enhancement of natural resources or public access; or*
- *The expenditure needed to address an existing deficiency identified in ~~this~~ the capital improvements element of this plan; or*


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- *The expenditure for retrofitting of storm water management facilities for water quality enhancement of storm water runoff; or*
- *The expenditure for the development or improvement of public roads and bridges identified in the Transportation Plan Element of this plan; or*
- *The expenditure for a public facility ~~of overriding public interest~~ necessary to ensure public health, safety, and welfare.*

Policy 5.1.2

The City shall adopt and implement land development regulations that contain specific and detailed provisions required to implement this comprehensive plan, as amended, which, at a minimum shall:

- Regulate the subdivision of land;
- Protect the limited amount of marine wetlands, including sea grass and turtle nesting grounds remaining in the community, and those lands designated as Preservation on the Future Land Use Map;
- Regulate signs;
- Ensure that all future development is consistent with Federal Emergency Management Agency and National Flood Insurance Program regulations;
- Ensure that all future development is consistent with any coastal construction control regulations as may be adopted and/or amended by the State of Florida, ~~Pinellas County, or the City of St. Pete Beach;~~
- Ensure the compatibility of adjacent land uses by requiring adequate and appropriate buffering between potentially incompatible uses, temporary lodging uses and existing residential uses in particular when located in separate but adjoining character districts or plan categories;
- Ensure that development permits are issued only when it has been documented that such development is consistent with the level of service standards for the affected public facilities adopted by this comprehensive plan;
- Provide for improved drainage and storm water management by requiring compliance with the minimum criteria established by the Southwest Florida Water Management District, the City of St. Pete Beach Drainage Ordinance, the regulations of other appropriate governmental agencies and the Pinellas County Master Drainage Plan;
- Provide requirements for the provision of open space safe and convenient on-site traffic flow and parking requirements and encourage share access driveways, internal connectivity between compatible adjacent parcels to reduce curb cuts to reduce vehicular conflict with pedestrians and bicycles;
- Encourage the use of Waterwise Florida Landscapes and drought-tolerant vegetation, reclaimed water and rain sensor irrigation systems in the landscaping ~~of multifamily and commercial developments in all development projects;~~
- Provide regulations requiring the control of erosion and storm water or pollutant runoff from construction sites;
- Encourage land development which highlights scenic amenities and ensures public access to the waterfront;

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- Adopt Green building and site design standards and ~~encourage new construction and major renovation to utilize Green standards through incentive programs;~~
- Provide regulations and design standards that require internal and external pedestrian and bicycle pathway linkages to create a safe alternative mobility network throughout the City; and
- Provide regulations that promote mass transit use.

Special Designation - Community Redevelopment District (CRD)

A. Definitions

- 13) **Future Land Use Element** - is one element out of eight elements that comprise the City's Comprehensive Plan. It establishes the goals, objectives and policies for the use of land to manage future growth and redevelopment in accordance with the City's vision for its future. The Future Land Use Element establishes both the Future Land Use Plan and the Future Land Use Map.
- a. The Future Land Use Plan defines and describes the land use plan categories, establishes the goals, objectives and policies, designates primary and secondary uses permitted in each land use plan category, and establishes density and intensity standards. In addition in this plan amendment, height and density standards are established that shall not be exceeded, ~~except by voter referendum approval, if required by the City Charter.~~
 - b. The Future Land Use Map is a graphic depiction of the location and boundaries of each of the land use designations including the Community Redevelopment District (CRD) and each character district within the CRD.
- 17) **Land Development Code (LDC)** - means ordinances and regulations enacted by the City of St. Pete Beach City Commission ~~or by voter referendum as required by City Charter~~ that regulates any aspect of development.

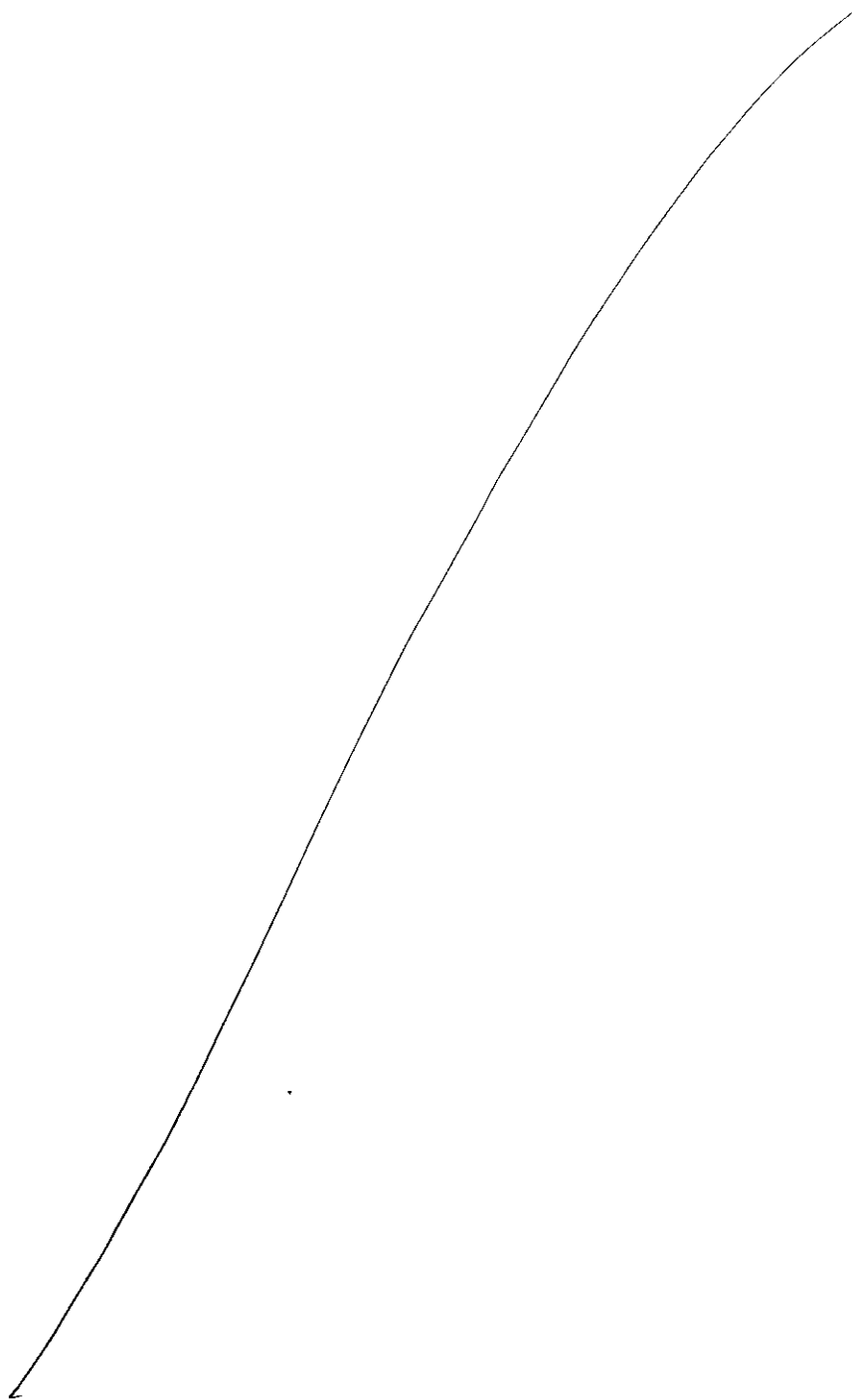
B. Community Redevelopment District

FOOTNOTE(S):

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~~The Affordable Housing Density Bonus as established herein allows only 50% of the potential increased density that was approved in the 2005 Plan. In 2005, the maximum density bonus approved was ten (10) temporary lodging units per acre. It was the decision of the City, County and DCA in 2005 that any density bonus that may be utilized in the Large Resort District is speculative and as a result of countervailing public policies to promote and encourage affordable housing as well as the redevelopment of temporary lodging uses that support tourism as the #1 economy in Pinellas County and the State, the potential number of affordable housing bonus units was not calculated against the overall density cap for the Community Redevelopment District. Consistent with the policy for affordable housing density bonus calculation approved in 2005, the potential five (5) temporary lodging units per acre potentially available, subject to certain requirements and restrictions, as part of a voluntary affordable housing mitigation program in addition to the mandatory general mitigation program requirements, will not be calculated against the overall density cap for the Community Redevelopment District.~~

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General Provisions and Maps

2. Downtown Redevelopment District.

- a. The overall Gulf Boulevard Redevelopment District boundary is shown on ~~Map 10 and on~~ Map 2, the following character districts within this Redevelopment District are shown:
- b. The overall Downtown Redevelopment District boundary is shown on ~~Map 11 and on~~ Map 3, the following character districts within this Redevelopment District are shown:

Objective 1.1

Promote a sustainable community by requiring the use of Green standards and practices for all development and redevelopment within the Community Redevelopment District by establishing minimum Green building and site design standards; ~~and establishing incentive programs such as expedited site plan review and building permitting, and credits against impact fees in exchange for utilizing Green design standards and practices~~ that benefit the quality and sustainability of the environment and:

- Conserve water and other natural resources.
- Reduce energy consumption.
- Improve air quality by reducing Greenhouse gas emissions.
- Reduce impacts on infrastructure by participating in ride sharing and shuttle service programs.
- Reduce urban heat by reducing paved surfaces, reduce the need for parking by participating in shared parking plans, employer ride-share and shuttle service programs.
- Reduce urban heat and encourage pedestrian mobility by planting additional shade trees.
- Reduce waste through efficient design and recycling programs.
- Promote a walkable environment by providing on-site pedestrian pathways that link to adjacent properties and off-site sidewalks to reduce traffic impacts and Greenhouse gas emissions.
- Provide trolley stops or improve existing trolley stops as a comfortable, safe, convenient and attractive experience that encourages mass transit use.

Policy 1.1.4

~~The City shall adopt and implement an incentive program that may include expedited site plan review, expedited building permit review and processing, and credits against impact fees or building permit fees that rationally relate to the environmental benefits being achieved such as lower water and energy consumption, reduced Greenhouse gas emissions, and reduced traffic impacts through the implementation of mitigation measures described in Policies 1.1.5, 1.1.6 and 1.1.7 below.~~

Community Redevelopment District general redevelopment guidelines, standards and initiatives

(a) Designation of Densities and Intensities in General.

4. Require the adoption and implementation of land development regulations by the City Commission ~~or the registered voters of St. Pete Beach, as may be required by the City Charter~~

and Code of Ordinances, for each character district that shall be consistent with and allow the implementation of an economically feasible strategy that promotes comprehensive redevelopment of consistent quality for the Community Redevelopment District as a whole and within each designated character district; and

(c) ~~Affordable Housing Mitigation Programs & Density Bonus~~^{1, B}

1. ~~**Existing Conditions.** Pinellas County, as in many areas of the State of Florida, is experiencing an affordable housing crisis. A scarcity of land, increasing land values and rising insurance and property taxes are creating a substantial impediment to providing affordable housing options for City and County residents who provide needed services to our community. Meaningful affordable housing solutions will require public/private partnerships and innovative strategies. At the time of this proposed amendment, several affordable housing mitigation strategies are being explored by the County and local municipal governments within the County. It is the express intent of St. Pete Beach to participate in any such adopted affordable mitigation strategies as agreed to by the City and County in cooperation with existing affordable housing programs in The City of St. Petersburg and Pinellas County to create affordable housing units within reasonable proximity to the City of St. Pete Beach.~~
2. ~~**Interpretation and Construction.** This affordable housing provision is intended to enable the implementation of any and all affordable housing strategies mandated by any lawful means by the State, County or City, as may be established and amended from time to time. The City shall work in partnership with the County and neighboring jurisdictions to establish an affordable housing mitigation program. This provision shall be construed to be consistent with any future implementing land development regulations that provide affordable housing mitigation strategies.~~
3. ~~**General Affordable Housing Mitigation Program Implementation, Limitations and Restrictions.** The City shall establish an affordable housing general mitigation program that includes impact fees or alternative mitigation options that shall be imposed on net development, with credit provided for any existing units or floor area which is removed during the redevelopment process. Alternative mitigation options in lieu of mitigation fees may include eligible, qualified and approved: a) construction of on-site workforce living accommodations; b) credits for off-site construction of affordable housing; c) credits for land purchases or donations that are legally restricted and used for affordable housing only; d) credits for participation in employer-assisted housing programs; or e) such other affordable housing mitigation strategies that may be established by the City in partnership with the County and neighboring jurisdictions. This general mitigation program shall be imposed on a City wide basis. Jurisdictions, agencies and programs that will receive the revenues generated will be determined through negotiation with appropriate authorities.~~
4. ~~**Implementation.** The City shall amend its LDC to establish or amend an existing affordable housing and mitigation program, as appropriate, to be consistent with this plan amendment. The LDC shall be amended as soon as reasonably possible, but no later than thirty (30) days after receiving all final County, State, agency and City Commission approvals of this amendment to the Comprehensive Plan, after approval by a voter referendum. This affordable housing mitigation program shall be established in partnership with the County and neighboring jurisdictions and shall comply with all governing County and State laws in effect at that time.~~
5. ~~**Large Resort Affordable Housing Mitigation Program & Density Bonus.** In consideration of the legitimate State, County and City public interest to encourage and promote both affordable housing mitigation strategies as well as tourism which is the number one industry in both the State and County and the City's only industry, temporary lodging unit density bonuses~~

~~in exchange for affordable housing mitigation exceeding that established by the General Affordable Housing Mitigation Program shall be established for the Large Resort District. The City Commission shall amend its LDC and provide for a Large Resort Affordable Housing Mitigation program as soon as reasonably possible in accordance with the following restrictions and limitations:~~

- ~~a. **Density Bonus Limitations.** A density bonus in exchange for affordable housing mitigation may only be allowed in conjunction with a defined Large-scale temporary lodging use development.~~
- ~~b. **Density Bonus Restrictions.** A maximum temporary lodging unit density bonus shall be permitted up to, but shall not exceed an additional five (5) bonus units per acre and an additional 0.2 floor area ratio to accommodate the additional temporary lodging units for a defined Large-scale temporary lodging development. Five bonus units shall be allowed for every affordable unit constructed.~~
- ~~c. **Mitigation Exemption.** Temporary lodging units built as part of the affordable housing density bonus and on-site workforce living accommodations provided in compliance with the General or Large Resort Affordable Housing Mitigation programs, as applicable, shall not be subject to the affordable housing mitigation fees or other program requirements.~~
- ~~d. **Prohibitions and Restrictions.** All on-site workforce living accommodations shall be:
 - ~~(i) Prohibited from being advertised for, or otherwise used for guest temporary lodging or home occupational licensing purposes;~~
 - ~~(ii) Exclusively used for providing on-site workforce living accommodations for employees eligible for low income or very low income status as defined by the County and City; and~~
 - ~~(iii) Prohibited from being advertised for or otherwise sold as a residential dwelling unit that does not qualify as an on-site affordable housing unit occupied exclusively by an employee(s) of the temporary lodging facility.~~~~
- ~~e. **Covenant Required.** A legally enforceable restrictive covenant, in form and content acceptable to the City, shall be required as a condition of site plan approval and recorded in the public records of Pinellas County upon issuance of a building permit setting forth the restrictions provided in subsection (c)5 above. In addition, such on-site workforce living accommodation units shall be subject to all procedures and requirements of the hurricane closure and evacuation plan for the temporary lodging facility.~~

(d) **Height Standards, Restrictions and Limitations.** Height standards, restrictions and limitations are:

- 6. ~~Established in each character district to with the express intent of complying with the Section 3.18 of the City Charter, as amended on Nov. 7, 2006, that requires voter referendum approval for any increases to height allowed by the City's LDC. It is the express intent of this amendment to the Future Land Use Element of the Comprehensive Plan designating a Special Area Community Redevelopment District designation, to establish such height standards not as a recommendation, but rather as a set a mandatory maximum height for each type of use within each character district within the Community Redevelopment District that shall be adopted by Ordinance of the City Commission amending its LDC. These height standards are mandatory only for the purposes of establishing maximum permissible heights in both the Comprehensive Plan and the LDC and shall not be construed as requiring that a developer build~~

the maximum height allowed, only that they may build up to, but not exceed, the maximum height for each use as established in each character district.

~~b. The height standards established for each use within each character district within the Community Redevelopment District have generally been determined to be the minimum necessary to implement an effective redevelopment strategy as contemplated herein for each character district and for the Community Redevelopment District as a whole.~~

~~e. It is expressly intended, and shall be construed that any increases to the maximum height in each character district shall be governed by the referendum procedures established in Section 3.18 of the City Charter, as adopted on November 11, 2009, as well as the procedures established in Florida Statutes for amendments to the adopted comprehensive plan.~~

~~7. Any increases to the maximum allowable height, including by variance, established for each use in each character district within the entire Community Redevelopment District shall be prohibited unless approved by voter referendum, if required by the City Charter.~~

87. Variances to increase the maximum height allowed for any use or structure shall be prohibited.

(gf) Infrastructure Systems & Facilities Characteristics and Standards.

2. Concurrency Management System and Transportation Management Plan Requirements:

a. **Concurrency Statement.** All new development or redevelopment that increases density or intensity on a site shall be required to prepare and submit a Concurrency Management Statement to the City, at its sole expense, to determine the sufficiency of capacity and any potential adverse impacts or degradation of the levels of service below acceptable levels established by the City or County, as applicable, on existing or future infrastructure systems and facilities except transportation. At a minimum, Concurrency Management Statement(s) shall be submitted for the following:

(i) Potable water;

(ii) Sanitary sewer;

(iii) Solid waste;

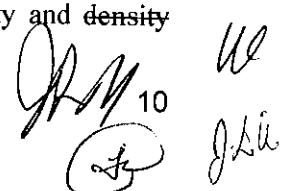
~~(iiiiv)~~ Transportation facilities;

(v) Stormwater

~~(ivi)~~ Parks and recreation facilities (for residential development only); and

(vii) Educational facilities (for residential development only).

b. **Infrastructure Study.** An infrastructure study ~~may~~ shall be required on each of the above-listed systems or facilities to determine the extent of any degradation of the infrastructure below the adopted levels of service ~~caused by increases in density or intensity of use on the development site unless determined to be unnecessary by the City's Technical Review Committee based on an evaluation of potential impact relative to the nature, size, type and location of the proposed development project or land use amendment application.~~ Mitigation fees and/or physical or operational improvements determined to be reasonably required and in proportion to the impacts caused by the increased density and density

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intensity of new development, in consideration of the long-term concurrency management plan of the local government who owns and operates the facility or system, shall be a condition of site plan approval stipulated as conditions of approval as part of the development order. The Technical Review Committee shall document its findings pertaining to its review.

c.

d. **Transportation Management Plan.**

~~(xiii) Construction or monetary contributions towards a Gulf Beach Boardwalk, should the City pursue a beach boardwalk or trail.~~

- (j) **Community Involvement.** A minimum of one (1) community meeting shall be held at least thirty (30) days prior to submitting an application for administrative approval of a development or redevelopment site plan proposed to be built within the Community Redevelopment District. Single family homes, duplexes and projects less than ½ acre in size, may, but shall not be required, to host a community meeting. The purpose of the community meeting shall be to present the development project site plan to interested City residents and business owners, answer questions and solicit comments. All attendees shall be given at least three minutes to comment or ask questions on the subject matter under consideration. The public shall be allowed to take notes and video record the community meeting. A sign-in sheet and comment cards shall be provided to all attendees and a copy shall be provided to the City Clerk within three (3) days of the meeting. At least one City Staff person from the Community Development Services Department shall attend the community meeting. The City shall consider the written comments submitted by attendees during its administrative site plan review process, and may implement such public comment as appropriate that are consistent with and not contrary to law and local land development regulations, and are in the best interests of the public health, safety and welfare of the community.

Densities Reserved for the Community Redevelopment District

- (b) **Residential Unit Reserves ("RU Reserve").** RU Reserves are established for the following three designated character districts ~~for a minimum of five (5) years~~ in accordance with each district's specific redevelopment plan:

4. ~~Implementation of RU Reserves in Three Character Districts.~~

- a. ~~**Five Year Waiting Period.** RU Reserves shall not be implemented through the City's Future Land Use Plan and LDC prior to five years after final adoption of this plan and map amendment to:~~
- (i) ~~Allow the City adequate time to assess whether or not the incentive provided by this redevelopment plan is sufficient in the short term to effectuate redevelopment without implementing all available residential density immediately upon approval of this amendment.~~
- (ii) ~~Avoid the potential for overdevelopment in the short term while simultaneously allowing future Commissions to re-evaluate economic conditions beyond five years~~

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~~and decide if additional incentives are needed to encourage redevelopment in each specific character district.~~

~~(iii) Provide future Commissions the necessary planning tools when and if warranted, to further the stated goals, objectives and policies of the Community Redevelopment Plan.~~

b. **FLUE Implementation.** ~~After the expiration of this five-year waiting period, t~~The maximum permitted residential density for land designated in Future Land Use Plan and Map is as follows:

(i) Commercial Corridor Gulf Boulevard District and the Commercial Corridor Blind Pass Road District shall be fifteen (15) residential units per acre without further need to amend this Future Land Use Plan and Map.

(ii) Downtown Core Residential District shall be twelve (12) residential units per acre without further need to amend this Future Land Use Plan and Map.

c. **LDC Implementation.** ~~After that initial mandatory five-year reserve period, f~~Future City Commissions may increase the residential density permitted in each of the three character districts as established immediately above by amending the land development regulations, but only if such increase is determined necessary by a future City Commission based upon available data and analysis.

(c) **General Residential Unit "RU" Density Pool Reserve.**

~~2. Ten-Year Waiting Period.~~ The residential dwelling units contained in this General RU Density Reserve shall not be implemented through the City's Future Land Use Plan prior to ten years after final adoption of this amendment.

~~32. FLUE Implementation.~~ ~~After the expiration of this Ten-year waiting period,~~ 195 residential dwelling units shall automatically become available as a residential density reserve for any property located within the boundaries of the Community Redevelopment District that permits residential use without further need to amend this Future Land Use Plan and Map.

~~43. LDC Implementation.~~ ~~After that initial mandatory Ten-year reserve period, f~~Future City Commissions may implement the residential density pool through the LDC with proper allocation procedures and absolute density limitations to ensure that the cumulative total of allocations does not exceed the available reserve density.

Other Standards for the Community Redevelopment District (CRD)

Shall include the following:

(a) **Countywide Amendment CRP Approval.** The utilization of this Comprehensive Plan Future Land Use Element land use plan category and corresponding Future Land Use Map change to provide for a Community Redevelopment District shall require the subject area to be formally designated as a community or neighborhood redevelopment area and a special area plan ~~initially approved by a voter referendum as prescribed by City Charter.~~ Thereafter, the process for the Countywide Future Land Use Plan amendment to employ or alter this land use plan category shall require recommendation by the Pinellas Planning Council and approval by the Countywide Planning Authority for the special area plan and any substantive amendments thereto. Minor plan changes that are not considered substantive shall not constitute an amendment to the Future Land Use Plan, and shall be submitted to the Pinellas Planning Council and the Countywide Planning Authority for receipt and acceptance.

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Where such comprehensive plan amendment is prepared pursuant to Chapter 163, Part III, F.S. ~~or governing laws in effect at the time of voter referendum approval~~, all applicable provisions of that process will be complied with prior to or simultaneous with the review of the Community Redevelopment Plan under the Countywide Rules.

(c) In order to ensure compatibility with adjoining existing uses, to fully evaluate impact on the City's infrastructure, and to ensure the entire development project meets City standards, the City shall amend its Land Development Code to require conditional use approval subject to quasi-judicial public hearings before the Planning Board and City Commission, for any temporary lodging use in the Community Redevelopment District proposed to have a building height greater than fifty (50) feet or a density greater than 30 temporary lodging units per acre as may be allowed by this plan and the City's Land Development Code. This review process shall include, but not be limited to, considerations of:

- Utility infrastructure, including sanitary sewer, reclaimed water, potable water electric, fire, law enforcement, and natural gas services, and data transmission and telecommunications services;
- Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;
- Hydrological features and storm water management infrastructure;
- Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;
- Site landscaping, open space provision and impervious surface limitations;
- Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;
- Fire suppression and facility security;
- Emergency management and hurricane evacuation provisions.
- The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
- The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

C. Gulf Boulevard Redevelopment District

FOOTNOTE(S):

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~~Providing on-site affordable housing or worker living accommodations shall neither be calculated as part of any density permitted nor shall it entitle the landowner or developer to any density bonuses; however, such accommodations shall be eligible for affordable housing mitigation fee credits and shall not be~~

~~subject to any General or Large Resort Affordable Housing Mitigation requirements adopted by the City or County. In addition, any such workforce living accommodations shall also be subject to the same legally enforceable closure and evacuation plan required for all temporary lodging uses pursuant to the LDC.~~

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General Provisions

(b) Purpose and Intent; Redevelopment Incentives & Deterrents.

3. Prohibit exclusive residential use projects exceeding current height and density restrictions contained within the City's LDC.

Objective 1.3

~~A variety of incentives shall be available to encourage commercial and temporary lodging development in the Gulf Boulevard Redevelopment District, with particular emphasis on redeveloping temporary lodging uses on the west side of Gulf Boulevard along the Gulf beaches; and redeveloping appropriate commercial and residential uses on the east side of Gulf Boulevard.~~

Policy 14:

~~All new development projects shall contribute their pro rata share to the Community Improvements Fund, as may be required at the time of building permit approval or before~~

Large Resort District (LR)

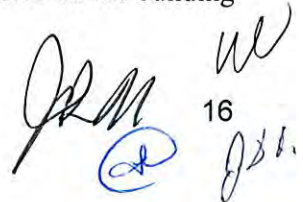
Policy 5:

All large-scale development and redevelopment projects approved under Scenario 2 as defined under Permitted Uses & Standards for this Large Resort character district category ~~may~~ shall be required to provide an easement to the City for a ~~beach boardwalk or trail~~ unimproved public access landward of the mean high water line ~~Gulf ward of the Florida Coastal Construction Control Line in the event the City pursues the development of a beach boardwalk or trail and the location is necessary to provide a continuous, uninterrupted pedestrian beach system along the Gulf of Mexico prior to any building permit being issued.~~

Permitted Uses & Standards

- (a) **Primary uses** - Temporary lodging uses - hotel, motel, resort condominium; medium density multi-family residential.
- (b) **Secondary uses** - Commercial and office; provided, however, any commercial and/or office use on property located within one-hundred and fifty (150) feet of the westerly right-of-way line of Gulf Boulevard may be under separate ownership from the primary use when approved by the City as part of an overall site plan incorporating the primary and secondary uses as an integrated project.
- (c) **Density/Intensity and Height Standards** - Density and intensity shall be calculated on the basis of those portions of the site which are landward of the Florida Coastal Construction Control Line and shall be permitted as follows:
 - A. **Scenario 1:** Existing development, and all development that does not qualify as Large-scale development under subsection B. Scenario 2 below:
 1. **Density** - shall not exceed the following:
 - a. 50 temporary lodging units per acre; or
 - b. 15 residential dwelling units per acre; and

- c. Variances to exceed the maximum density above as established in this Future Land Use Plan shall be prohibited.
- 2. **Intensity Standards for Temporary Lodging Use** - shall include indoor amenities and shall exclude structured parking, ~~any on-site affordable housing or worker living accommodations~~² and outdoor amenities including but not limited to tennis courts, pools, and the like. The floor area ratio for Scenario 1 shall not exceed the following:
 - a. 1.8 floor area ratio; and
 - b. Shall not include additional floor area for freestanding non-residential facilities; and
 - c. Variances to exceed the maximum floor area ratio above as established in this Future Land Use Plan shall be prohibited.
- 3. ~~Height~~ shall not exceed, but shall be permitted up to the following, subject to height limitations contained in the City's LDC:
 - a. ~~One hundred (100) feet above base flood elevation, inclusive of structured parking, for any building that exclusively contains only temporary lodging uses; or~~
 - b. ~~Fifty (50) feet above base flood elevation for any building containing temporary lodging and residential dwelling units; or~~
 - c. ~~Fifty (50) feet above base flood elevation for any building containing residential dwelling units only; and~~
 - d. ~~Variances to increase the height above shall be prohibited unless approved by voter referendum, if required by the City Charter.~~
- B. **Scenario 2 Large-scale Development:** shall mean development of a parcel that is at least three gross acres in size or greater ~~and provided that new construction exceeds sixty-seven percent (67%) of the combined aggregate floor area of new and existing principal buildings and accessory structures that constitute the entire site plan on the buildable site.~~
 - 1. **Density** - shall not exceed the following:
 - a. 75 temporary lodging units per acre ~~excluding any affordable housing density bonus; or~~
 - b. 15 residential units per acre; or
 - c. A combination of residential and temporary lodging units which shall be prorated on an acreage basis allocated to each use, provided that a minimum of 200 temporary lodging units are provided; and
 - d. Variances to exceed the maximum density above as established in this Future Land Use Plan shall be prohibited.
 - 2. **Intensity Standards for Temporary Lodging Use** - shall include indoor amenities and shall exclude ~~on-site affordable housing or workforce living accommodations~~, structured parking and outdoor amenities including but not limited to tennis courts, pools and the like. The maximum floor area ratio for Scenario 2 shall not exceed the following:
 - a. 2.6 floor area ratio; and
 - b. As a bonus, street level retail and restaurant uses facing Gulf Boulevard that are accessible by pedestrians along Gulf Boulevard and serve the general public, may be constructed but shall not exceed an additional floor area ratio of 0.15 of the building site; and



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- c. The preceding intensities may include the normal ancillary residential for on-site security, maintenance and management, and normal ancillary non-residential guest facilities; and
 - d. Variances to exceed the maximum floor area ratio above as established in this Future Land Use Plan shall be prohibited.
3. ~~Height shall not exceed, but shall be permitted up to the following, subject to any height limitations contained in the City's LDC:~~
- a. ~~One hundred forty six (146) feet above base flood elevation, inclusive of structured parking, for any building exclusively contains only temporary lodging uses as part of a Large-scale Development project on a parcel that is more than 200 feet in width; or~~
 - b. ~~Fifty (50) feet above base flood elevation, inclusive of structured parking, for any building containing multi-family residential units combined with temporary lodging units; or~~
 - c. ~~Fifty (50) feet above base flood elevation, for any buildings containing residential dwelling units only; and~~
 - d. ~~Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Large Resort character district shall be prohibited unless approved by voter referendum, if required by the City Charter.~~

(d) **Height Standards** – The maximum building height for each use within the Large Resort (LR) District shall not exceed:

- A. Residential use only, any temporary lodging use mixed with residential in same building. Building height shall not exceed 50 feet.
- B. Any temporary lodging or commercial use building located within 200 feet of a property occupied by an existing residential use located outside the Community Redevelopment District. Building height shall not exceed 50 feet or the height of the adjacent residential building located outside the Large Resort District, whichever is greater.
- C. Temporary lodging use only. Building height shall not exceed 116 feet not including any decorative features or rooftop amenities extending twelve feet or less in height above the roof line.
- D. Any variance to increase the maximum height for each type of use set forth above for this Large Resort character district shall be prohibited.
- E. Building height for the above uses shall be measured in accordance with the “height” definition as set forth under the definition section of the Special Designation – Community Redevelopment District in this plan.

(e) **Setback Standards** – Any new building construction or building addition within the Large Resort (LR) District shall comply with the following setbacks:

- A. Front Yard. The minimum front yard setback for buildings 50 feet in height or lower shall be 25 feet. The minimum front yard setback for that portion of a building rising above 50 feet in

height shall be equal to the height of the building unless a lesser setback is approved by the City through the conditional use process to provide for increased compatibility with adjoining properties.

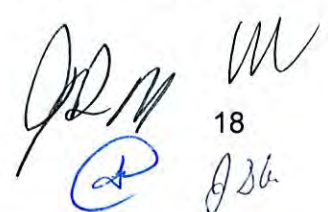
- B. Side Yards. The minimum side yard setback shall equal 10 percent of the lot width for each side of the subject property, or 30 feet on one side, whichever is less, not to exceed 60 feet combined for both side setbacks. Provided, however, when the subject property is adjacent to an existing residential use located outside the Large Resort District, the minimum side yard setback shall equal twenty (20) percent of the lot width of the subject property or 60 feet, whichever is less, provided that in no event shall the setback be less than 30 feet, for that side yard abutting the existing residential use. The City Commission may increase the minimum side yard setback for that portion of a proposed building rising above 50 feet in height when determined to be in the public interest upon evaluating a conditional use permit request.
- C. Rear Yard. For non-waterfront parcels, the minimum rear yard setback shall be 20 feet. For waterfront parcels, the minimum rear yard setback shall be the Florida Coastal Construction Control Line, provided, however, when the subject property is adjacent to an existing residential use located outside the Large Resort District, the minimum rear yard setback shall be increased as follows:
1. 50 feet landward of the Florida Coastal Construction Control Line or in alignment with the existing rear yard setback of the adjacent residential use, whichever is less, for buildings 50 feet in height or lower.
 2. 50 feet landward of the Florida Coastal Construction Control Line plus an additional one-half foot of rear yard setback for every one-foot in building height for that portion of the building above 50 feet.

- (f) **Required Buffering** – New construction of a temporary lodging or commercial use that exceeds 50 feet in building height or adjoins an existing residential property located outside the Large Resort District shall provide a minimum 30 foot wide landscape buffer along the entire length of a required side yard with the specific landscape plan to be reviewed and approved as part of the conditional use permitting process. The landscape buffer may contain any required public access to the beach, but no accessory uses. New construction of a temporary lodging or commercial use adjoining an existing residential property located outside the Large Resort District shall include the same buffer for rear yard along the adjoining residential property line, if applicable. The City Commission may reduce the width of the required buffer by up to 50 percent based upon its design and compatibility review of the project and any superior alternatives presented unless it adjoins an existing residential use located outside the Large Resort District, in which case there shall be no reduction to the required buffer width.

Boutique Hotel/Condo District (B-HC)

Policy 3:

All development and redevelopment projects may be required to provide an easement to the City for a ~~beach boardwalk or trail~~ unimproved public access landward of the mean high water line ~~Gulf ward of the Florida Coastal Construction Control Line in the event the City pursues the development of a beach boardwalk or trail and the location is necessary~~ to provide a continuous, uninterrupted pedestrian beach system.


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Permitted Uses and Standards

(c) Density/Intensity and Height Standards

2. Temporary Lodging Unit Density Pool ("TLU Density Pool")

(e) Height shall not exceed, but shall be permitted up to the following, subject to height limitations contained in the LDC:

4. Any increases to, including variances to increase, each of the maximum heights set forth above for this Boutique Hotel/Condo Resort character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

(c) Density/Intensity and Height Standards.

4. Height

- e. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Activity Center character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

Goals, Objectives and Policies for the Downtown Redevelopment District

Town Center Core District (TC-1)

Permitted Uses and Standards

4. Height

- c. Any increases to, including variances to increase, the maximum height for each use set forth above for this Town Center Core character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

Town Center Corey Circle District (TC-2)

Permitted Uses and Standards

4. Height

- d. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Town Center Corey Circle character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

Town Center Coquina West District (TC-2)

Permitted Uses and Standards

4. Height

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- d. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Town Center Coquina West character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

Downtown Core Residential District (DCR)

Permitted Uses and Standards

2. Height

- b. Any increases to, including variances to increase, the maximum height set forth above for this Downtown Core Residential character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

Upham Beach Village District (UBV)

Permitted Uses and Standards

4. Height

- c. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Upham Beach Village character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

Commercial Corridor Blind Pass Road District (CC-1)

Permitted Uses and Standards

3. Height

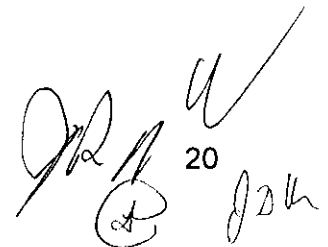
- c. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Commercial Corridor Blind Pass Road character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

Commercial Corridor Gulf Boulevard District (CC-2)

Permitted Uses and Standards

3. Height

- c. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Commercial Corridor Gulf Boulevard character district shall be prohibited ~~unless approved by voter referendum, if required by the City Charter.~~

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

Issue Considered: Ordinance No 2015-05, amending Part I, Citizen Input on Community Redevelopment and Part II, Future Land Use Element of City of St. Pete Beach Comprehensive Plan pursuant to Compliance Agreement resolving Division of Administrative Hearings Case No. 13-003401-GM

Date: February 24, 2015

Prepared By: Matt McLachlan, Calvin Giordano & Assoc.

Through: Wayne Saunders, City Manager *WS*

Summary of Issue: This Ordinance provides for the approval of remedial plan amendments to Part I, Citizen Input on Community Redevelopment and Part II, Future Land Use Element of the City of St. Pete Beach Comprehensive Plan as specified by the Compliance Agreement referenced in Resolution 2015-02 resolving Division of Administrative Hearings Case No. 13-003401-GM.

The remedial plan amendments formulated through the settlement negotiations relate to the following areas:

- 1) Clarifying and strengthening current policy provisions related to the City's capital improvements and concurrency management program requirements to ensure adequate public infrastructure and facilities are, or will be, sufficiently in place to accommodate existing and anticipated growth and redevelopment during the planning period in accordance with the City's adopted level of service standards including solid waste and stormwater.
- 2) Providing for public review and design consideration of development projects in the Community Redevelopment District that exceed 30 temporary lodging units per acre or 50 feet in building height through the conditional use permitting process with quasi-judicial hearings before the Planning Board and City Commission. Also, setting forth the standards of review by which the potential impacts are to be evaluated.
- 3) Removing requirement that new construction exceed 67% of the combined aggregate floor area of new and existing principal buildings and accessory structures that constitute

the entire unified development scheme on the buildable site from the definition of Scenario 2, Large-scale Development.

- 4) Adding setback standards for new buildings or building additions to the Large Resort District plan designation and amending building height limitations.
- 5) Establishing “edge” condition policies for the Large Resort District and adjoining residential properties outside the district relative to building height, setbacks, and buffering.
- 6) Adding side yard landscape buffer requirement for temporary lodging use buildings over 50’ in height with additional requirements when adjoining an existing residential use outside the Large Resort district.
- 7) Eliminating provision for affordable housing density bonus of five temporary lodging units per acre in the Large Resort District.
- 8) Eliminating references to Community Improvement Fund and other incentive programs that have not yet been implemented.
- 9) Eliminating references to a beach boardwalk or trail and instead requiring an easement for unimproved public access landward of the mean high water line prior to any building permit being issued for a large scale development or redevelopment projects in the Large Resort District. The City may require the same in the Boutique Hotel/Condo District.
- 10) Other clarifying or support language to existing policies necessary to resolve Plaintiff’s issues and concerns.

Requested Motion: I move to approve Ordinance No. 2015-05 on first reading pursuant to Compliance Agreement

Attachment: Ordinance No. 2015-05

ORDINANCE NO. 2015-05

AN ORDINANCE OF THE CITY OF ST PETE BEACH, FLORIDA, CITY COMMISSION, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN BY AMENDING PART I, CITIZEN INPUT ON COMMUNITY REDEVELOPMENT AND PART II, FUTURE LAND USE ELEMENT PURSUANT TO THE REMEDIAL ACTION SPECIFIED IN THE COMPLIANCE AGREEMENT (“AGREEMENT”) RESOLVING DIVISION OF ADMINISTRATIVE HEARINGS (“DOAH”) CASE NO. 13-003401-GM; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 12, 2013 the City Commission adopted text and map amendments to the Future Land Use and Housing Plan Elements of the City of St. Pete Beach Comprehensive Plan, in the form of Ordinance 2013-13; and

WHEREAS, Ordinance 2013-13 was subsequently the subject of an Amended Petition for Administrative Hearing pursuant to the provisions of §§ 120.569, 120.57, 163.3184 (5), and 163.3184 (7) Florida Statutes and 28-106.201 Florida Administrative Code; and

WHEREAS, the City of St. Pete Beach and the Petitioners in DOAH Case: 13-003401-GM have entered into a Compliance Agreement (“Agreement”) in satisfaction of the issues alleged in the referenced Amended Petition for Administrative Hearing; and

WHEREAS, said Agreement is, in part, based on and subject to the remedial plan amendments of the City of St. Pete Beach Comprehensive Plan, as adopted by Ordinance 2013-13, as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

SECTION 1. The City of St. Pete Beach Comprehensive Plan is hereby amended as set forth in Exhibit A attached hereto and hereby made a part of this Ordinance.

SECTION 2. This Ordinance shall be published in accordance with the requirements of law.

SECTION 3. This Ordinance shall become effective immediately upon final passage and adoption unless appealed within 15 days.

PASSED ON FIRST READING _____, a.d.2015

PASSED ON SECOND READING _____, a.d. 2015

Maria Lowe, MAYOR

FIRST READING: February 24, 2015

PUBLISHED : February 13, 2015

SECOND READING: _____

PUBLISHED : _____

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTEDNESS:

City Attorney
Andrew Dickman, Esq.

EXHIBIT "A"

I. Citizen Input on Community Redevelopment

The following are ten important factors that reflect existing conditions within the City along with resident suggestions and input during a nearly six year process beginning in December 2001. These principles have guided residents of the City in their preparation of this amendment to the City's Comprehensive Plan Future Land Use Plan and Map, and the Housing Element.

- (1) The City is essentially a "built-out" community. Of the 1,286.10 acres that comprise the community, approximately 13.40 acres, or 1.04 percent, are vacant and undeveloped.
- (2) There is strong community objection to high density unmanaged overdevelopment of our coastal Gulf community that will further degrade infrastructure and public services.
- (3) There is a strong desire to protect the quiet character of existing residential neighborhoods from encroachment and overdevelopment of non-residential uses.
- (4) There is a strong desire by both residents and multi-generational local hotel and motel owners to preserve the heritage of our City as a tourist destination because it is the foundation of our local economy and it offers the residents a diversity of services and amenities as well as public access to our beaches.
- (5) Residents and local shop owners have also expressed a strong desire to revitalize the Downtown Corey area and create a vibrant main street that invites residents and visitors alike to shop, dine, play, work and live in a pedestrian-friendly and safe environment.
- (6) Residents have demanded that policies and strategies be adopted and implemented that maintain and improve existing infrastructure systems and facilities that ensure adequate capacity for new development that will maintain and improve the quality of life for residents and visitors alike.
- (7) Residents have expressed a need and desire to create a more environmentally friendly sustainable community that will improve the quality of life for residents and visitors by requiring the City to initiate an application with the Florida Green Building Coalition for certification as a Florida Green City and establishing goals, objectives and policies promoting Green practices and strategies for redevelopment that will be implemented through the City's land development and building regulations. The ultimate objective of certification and implementation is to rebuild a sustainable quality livable community that will:
 - (a) Conserve water and other natural resources;
 - (b) Lower energy consumption and operating costs both for private development as well as public improvements and public amenities;
 - (c) Reduce traffic congestion and impacts on our roads by designing a "walkable" community that provides safe and comfortable pedestrian, bicycle, trolley and other environmentally-friendly modes of community mobility that also will reduce Greenhouse gas emissions, improve air quality and encourage outdoor fitness initiatives to promote a healthier City and healthier residents;
 - (d) Reduce waste sent to landfills and increase utilization of recycling programs;
 - (e) Provide for disaster mitigation strategies;
 - (f) Maintain public access to our beaches and waterfronts using environmentally sensitive design;
 - (g) Implement land development regulations that protect our waterways, Gulf beaches and Gulf waters from pollutants and debris that can harm natural resources including plant and species habitats;
 - (h) Continue efforts to protect the sea turtle and preserve its habitat by maintaining and improving sea turtle protection regulations;

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- (i) Demonstrate the community's commitment to environmental stewardship and social responsibility.
- (8) Residents have expressed a need and desire for a safer community through redevelopment of aging, functionally obsolete and vacant properties to:
 - (a) Reduce crime and vagrancy; and
 - (b) Replace older structures and buildings with new construction that meets current Building Code standards and FEMA flood protection regulations to maximize protection from both wind and flood damage caused by hurricanes and tropical cyclones.
- (9) Residents have expressed a need and desire to improve the safety, traffic flow and appearance of Gulf Boulevard that is the primary and most visible corridor through our community by:
 - (a) Improving pedestrian and bicycle safety;
 - (b) Improving the appearance as well as protecting the community from storm damage by placing overhead utilities underground;
 - (c) Improving traffic flow by reducing curb cuts and installing intelligent traffic flow devices; and
 - (d) Creating a visually appealing boulevard worthy of a quality residential and resort community.
- (10) Residents strongly object to more high-rise residential development throughout the City, that if permitted to continue will replace most, if not all, temporary lodging facilities, adversely impact our economy, commercial diversity, as well as diminish public beach and waterfront access. The impact, if permitted to continue under the City's 1998 Comprehensive Plan, will forever change the character and heritage of our City. Historically, the City has been a quality residential community complemented by resorts and supported by a tourist-based economy where residents and visitors for more than 50 years have lived and played in harmony with one another, but many realize that legacy is in jeopardy if corrective regulatory action is not taken.

It is the intent of this Comprehensive Plan amendment, prepared by residents, community leaders, and business as well as hotel owners in an extensive collaborative effort, to address these desires, concerns and objections as expressed by the residents.

This Comprehensive Plan amendment establishes a Community Vision based upon four major Initiatives, a Green Mission Statement, and a Community Redevelopment District that forms the basis of a long-range redevelopment plan for the City's core commercial and resort areas.

This redevelopment plan has several additional components necessary to effectuate the overall redevelopment effort including a Countywide Future Land Use Plan amendment, a Ch. 163 Community Redevelopment Plan and implementing land development regulations that will pursue the stated redevelopment goals with tightly controlled density and design standards.

The City and its residents will benefit from a Redevelopment Trust Fund established pursuant to F.S. 163.387 as may be authorized by Pinellas County and a Community Improvements Fund that will provide capital infrastructure, public improvements and amenities that will improve the safety, services to, and beauty of ~~our~~ the City.

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II. Future Land Use Plan Element

Green Mission Statement

The residents, local business owners and hotel owners/operators of St. Pete Beach, by and through its local government elected officials and city staff, support achieving a sustainable community by: protecting and conserving water resources; constructing energy efficient and healthy buildings; creating environmentally sensitive site and building design; recycling construction materials and debris; making building, planning and site design decisions that recognize the complexities and environmental sensitivities of our coastal environment and its vulnerability to storms.

By adopting a Green Mission Statement as part of this amendment, the first step will be taken towards becoming the first Coastal Green City in Pinellas County. This step will also support the sustainability efforts of Pinellas County, Florida's first official Green County recognized by the Florida Green Building Coalition Inc., in 2006. This Green Mission Statement is intended to be an overarching environmental mission statement for the entire City extending beyond the boundaries of the Community Redevelopment District in keeping with the spirit of a community redevelopment program that embodies a community mindset that extends well beyond the physical realm. This mission not only embraces a birth of a lifestyle, it promotes a lifestyle that is environmentally and socially responsible.

To achieve these goals, the residents and business community of St. Pete Beach want the City to initiate an application to the Florida Green Building Coalition, Inc., seeking certification as a Green Local Government. This is the second step in formalizing and bringing recognition to this environmental commitment by the residents and the local business community. This commitment is already rapidly becoming evident in our resort community, several of whom have either achieved, are in the process of achieving or intend to seek certification as a Green Building and/or Green Lodge by the Florida Green Building Coalition, Inc., and the Department of Environmental Protection. Ultimately, the Green Mission is a comprehensive effort requiring committed partnerships between the City, its citizens, Pinellas County, neighboring municipalities, developers, local businesses, as well as hotel and resort owner/operators to achieve this vision of long-term sustainability of our barrier island.

Extensive research revealed that the primary way for St. Pete Beach to become a certified Florida Coastal Green City as a result of its built-out and aging condition, is to encourage redevelopment of properties that no longer comply with current safety, environmental, energy and aesthetic standards. Without a plan to redevelop that makes economic sense for landowners to tear down structures and redevelop sites that are not built to these current standards, these buildings and properties will continue to deteriorate in terms of both safety and value as well as consume non-renewable resources and pollute the environment. Without a redevelopment plan, the nearly paved over existing sites that create urban heat, poor drainage, pollutant-filled storm water run-off and greenhouse gas emissions from an auto-dependent community, will continue to cause harm to our natural environment and quality of life, that adversely impacts our health and safety. Further, it was discovered that reconstruction of buildings and the land they are located on as well as our community streetscapes to promote a pedestrian and bicycle-friendly community, is the only way to implement Green practices and technologies that will achieve the conservation and air quality goals of a healthy Green City.

Quality Community - Planning To Stay (General Provisions)

- (a) General Intent. In order to remain consistent with the Rules Concerning the Administration of the Countywide Future Land Use Plan, the following land use category designations and the standards described within each category shall be applied to the City of St. Pete Beach Future Land Use Map. The maps showing the new redevelopment districts that occupy approximately 20% of the total land area of the City and which properties each character district category is applied to, are included herein. The existing land use designations outside the boundaries of the new special area designation - Community Redevelopment District - remain unchanged from the adopted 1998 Plan by this amendment for the remaining 80% of the City.

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- (b) Nonconforming Residential and Temporary Lodging Uses, Densities and Intensities -It is the intent of the City of St. Pete Beach to allow for the continuance of existing non-conforming residential and temporary lodging units under the circumstances outlined below:
1. Catastrophic Events. In the case of natural disaster or other catastrophic event over which the owner is presumed to have had no control, residential and temporary lodging properties that were in existence prior to the event may be reconstructed with the same number of units, subject to the LDC requirements other than density and intensity, Florida Building Code requirements and FEMA regulations, in effect at the time of reconstruction.
 2. Routine Maintenance. In the event a residential or temporary lodging use would be considered a non-conforming use under the land use category designated for its property as adopted herein, it is the intent of the City to permit the routine maintenance of these residential or temporary lodging structures which pre-date the adoption of the Comprehensive Plan in 2009 that would prohibit their construction today.
 3. FEMA Compliance Required. Notwithstanding any statements to the contrary, there is no intention of superseding any regulations of the Federal Emergency Management Agency (FEMA) or National Flood Insurance Program requirements regarding the protection of properties from flood damage.
 4. Expansion Prohibited. There also is no intention of allowing for the expansion of non-conforming uses or an increase in a non-conforming density or intensity of a use as determined by the Future Land Use Plan and Map designation and implementing zoning regulations effective at the time of the event.
 5. Existing platted lots of record that are located in the Residential Urban, Residential Low Medium, Residential Medium, and Residential High land use categories shall not be prohibited from the construction of one residential unit due to a non-conforming lot size.
- (c) Citywide Land Use Goals, Objectives and Policies. In furtherance of the overall goals, objectives, and policies contained in the Comprehensive Plan, the land use categories and their descriptions, beginning on the next page, are hereby adopted for the purpose of serving as the guide for the City of St. Pete Beach in continuing its heritage of quality residential living complemented by resort facilities that support a tourist-based economy by creating a vision for the City's future that ensures that the City will remain a desirable place to live and visit that includes overall quality land management and emphasis on strict management of redevelopment in designated strategic core areas of the City.

Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 1:

Support rebuilding and maintaining a sustainable carbon-neutral community by adopting and implementing land development and building regulations that: protect and conserve water resources; promote energy efficient buildings; encourage environmentally sensitive site and building design; facilitate recycling of construction materials and debris; support innovative building and site design that recognizes the complexities and environmental sensitivities of our coastal environment and its vulnerability to storms; and protect and enhancement of the overall environmental quality of our City.

Objective 1.1

To become the first certified Coastal Green City in Pinellas County by the Florida Green Local Government following the leadership and example of Pinellas County as Florida's first Green County.

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Policy 1.1.1.

The City shall initiate an application seeking certification as a Green Local Government to the Florida Green Building Coalition, Inc. as an initial step in formalizing and bringing recognition to this commitment.

Policy 1.1.2

The City shall establish a pilot Green practices program with requirements and incentives for new construction, major renovation, land development or redevelopment that is certified by the Florida Green Building Coalition Inc. (FGBC), DEP Florida Green Lodge, or Leadership in Energy and Environmental Design (LEED); and/ or achieve an Energy Star rating.

Policy 1.1.3

The City shall pursue incentives for location of Green businesses within the community.

Policy 1.1.4

The City shall promote and encourage through redevelopment land development regulations clean industries such as tourism-related businesses.

Policy 1.1.5

The City shall develop a Green Building, Green Lodge and Green Development awards and promotions program. This awards and promotions program should include a "Green" page on the City website and partnership with the local Chamber, Tourist Development Council, Convention and Visitors Bureau, and Pinellas County to be part of the County's Sustainable Quality Communities Initiative, a Countywide Green Lodging Tourism Campaign as well as promote a "Rebuilding to be a Coastal Green City" local Campaign.

Policy 1.1.6

The City shall consider participation in Cities for Climate Protection Campaign in support of Executive Order No.: 07-126, issued by the Governor of the State of Florida on July 13, 2007; and in partnership and support of a Resolution adopted by Pinellas County to become a national and state model for innovative and sustainable planning, economic development and Green design, by: (1) implementing strategies such as Livable Communities to increase pedestrian and bicycle travel to reduce auto-dependence; and (2) implement LEED and Energy Star standards for new buildings and major renovations.

Policy 1.1.7

The City shall pursue a partnership with local businesses in the Downtown Redevelopment District, Corey Area to initiate a Florida Main Street designation process and provide business grant assistance for facade improvements.

Policy 1.1.8

The City shall pursue the development of a disaster waste management and debris recycling plan.

Policy 1.1.9

The City shall implement a pilot incentive program to fast-track Green building construction by December, 2008.

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Policy 1.1.10

~~The City shall offer incentives for the location and construction of affordable, Green, on-site workforce living accommodations in conjunction with large-scale temporary lodging uses.~~

Objective 1.2

Transform the City's development and permitting regulations into a Smart Growth and Quality Development Code, promoting flexibility, mixed use, incorporating economic and environmentally sustainable standards and pilot Green practices program incentives.

Policy 1.2.1

By 2012, determine a threshold and criteria for requiring a LEED certification standard, or an equivalent standard, in private design to be implemented through the LDC.

Policy 1.2.2

The City shall promote mixed use developments that reduce impacts on infrastructure and the environment.

Policy 1.2.3

The City shall identify and promote the use of native and drought tolerant landscape with particular emphasis on Florida-friendly landscaping techniques including use of reclaimed water, and rain sensor irrigation systems to conserve water resources.

Policy 1.2.4

Regulate, maintain and reduce net impervious surfaces, with an emphasis on reducing large expanses of paved parking surfaces, wherever possible, to reduce urban heat and pollution and improve drainage.

Policy 1.2.5

Require energy efficient or solar lighting for all public improvements including LED traffic lights and pedestrian street lighting within the Community Redevelopment District; and strongly encourage energy efficient or solar lighting throughout the City for both the private and public sectors.

Policy 1.2.6

Advanced storm water controls and waterfront considerations to minimize and eliminate pollutant run-off into the intracoastal waterways shall be a priority.

Policy 1.2.7

Fountains and water features that promote water conservation methods and technologies shall be encouraged.

Policy 1.2.8

Entrance design features and art in public places that do not consume water shall be encouraged.

Policy 1.2.9

Low flow fixtures and high energy efficient rating construction materials, equipment and appliances shall be strongly encouraged and minimum standards shall be adopted in the LDC.

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Policy 1.2.10

Environmentally integrated pest management practices that will contribute to the overall improvement of the environment shall be identified and encouraged.

Objective 1.3

The City's Land Development Code shall be amended to encourage implementation of transportation and alternative mobility and management strategies, including mixed use projects, that reduce dependence on automobiles, reduce greenhouse gas emissions and consumption of non-renewable energy sources.

Policy 1.3.1

Support and encourage public and private sector ride-share, vanpooling and shuttle service programs.

Policy 1.3.2

Encourage and facilitate mass transit ridership subsidies for employees.

Policy 1.3.3

Encourage alternative mobility options through safe, comfortable and continuous pedestrian and bicycle pathways linked to the downtown area, recreational facilities, activity and entertainment centers and public beach access points to reduce reliance on the auto.

Policy 1.3.4

The City shall develop and implement Land Development Standards which preserve and promote the continuance of the existing development pattern and architectural aesthetic of the Eighth Avenue commercial district in the Pass-a-Grille area of St. Pete Beach. Such standards may include Special Area Plans consistent with the requirements of the Pinellas County-Wide Plan as administered by the Pinellas Planning Council.

GOAL 2:

The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Maintaining the community's recreation, open space and beaches.

Objective 2.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained through the enforcement of the land development regulations and shall be encouraged to be improved, and for those properties experiencing blighting conditions such as deterioration, degradation, and distress shall be encouraged to redevelop through the use of land development regulations and other incentives, in accordance with the Future Land Use Element.

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Policy 2.1.1

The following land use categories, including the stated residential densities and non-residential intensities of use standards, as administered through the land development regulations, shall be adopted for the City of St. Pete Beach:

- Residential Urban (RU), with a maximum residential density of 7.5 residential units per acre.
- Residential Low Medium (RLM), with a maximum residential density of 10.0 residential units per acre.
- Residential Medium (RM), with a maximum residential density of 15.0 residential units per acre.
- Residential High (RH), with a maximum residential density of 30.0 residential units per acre.
- Resort Facilities Medium (RFM), with a maximum residential density of 18.0 units per acre or 30.0 temporary lodging units per acre; non-residential uses shall not exceed neither a floor area ratio (FAR) of 0.45 to 0.65 nor an impervious surface ratio (ISR) of 0.65 to 0.85.
- Residential/Office/Retail (R/O/R), with a maximum residential density of 18.0 units per acre or 30 temporary lodging units per acre; non-residential uses shall not exceed neither a floor area ratio (FAR) of 0.20 to 0.40 nor an impervious surface ratio (ISR) of .65 to .85.
- Residential/Office General (R/OG), with a maximum residential density of 15 units per acre; non-residential uses shall not exceed neither a floor area ratio (FAR) of 0.30 to 0.50 nor an impervious surface ratio (ISR) of 0.55 to 0.75.
- Resort Facilities Overlay (RFO), where the density of residential units shall not exceed the maximum number of dwelling units per acre determined by the underlying residential plan category temporary lodging units shall not exceed a ratio of 1.67 temporary lodging units to the permitted number of underlying residential units; and non-residential uses shall not exceed neither the floor area ratio (FAR) nor the impervious surface ratio (ISR) of the underlying plan category.
- Commercial General (CG), where the density of residential units shall not exceed 24 units per acre; temporary lodging units shall not exceed 40 units per acre; non-residential units shall not exceed neither a floor area ratio (FAR) of 0.35 to 0.55 nor an impervious surface ratio (ISR) of 0.70 to 0.85.
- Community Redevelopment District (CRD), where the densities and intensities shall be as determined within the Community Redevelopment District as specified in each designated character district pursuant to the provisions set forth in Special Area Designation - Community Redevelopment District section of this Future Land Use Element to encourage economic revitalization and redevelopment of properties and uses located within the CRD, with a particular emphasis on commercial, temporary lodging and mixed uses along the City's main transportation corridors, adjacent to waterfront or located within major community activity centers.
- Community Redevelopment District - Eighth Avenue (CRD-EA), the following uses are proposed for the new Community Redevelopment District - Eighth Avenue (CRD-EA) land use classification:

Primary Uses - Residential; Office; Retail Commercial; Personal/Business Service; Commercial/Business Service; Temporary Lodging.

Secondary Uses - Residential equivalent; public/semi-public; ancillary non-residential; recreation/open space.

Density/Intensity Standards shall include the following:

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- Density and intensity of use for commercial and residential components shall be inclusive, i.e. the same land area may be used to support both use types without pro-ration.
- Residential use - Shall not exceed 24 dwelling units per acre.
- Residential equivalent use - Shall not exceed an equivalent of 2.0 to 3.0 beds per permitted dwelling unit at 24 dwelling units per acre.
- Non-residential use - Shall not exceed a floor area ratio (FAR) of 1.0 for single use commercial structures or 1.5 for mixed-use development, nor an impervious surface ratio (ISR) of .90. The standard for the purpose of establishing relative intensity and potential impacts shall be an FAR of .75 and an ISR of .75.
- Transient accommodation use - Shall not exceed 50 units per acre.
- Other standards shall include the following: Public/semi-public; ancillary non-residential use - shall not exceed a maximum area of three (3) acres. Any such use, alone or when added to existing contiguous like uses, which exceeds this threshold shall require a plan amendment which shall include such use and all contiguous like uses.
- Preservation (P), applied to the beaches seaward of the Florida Coastal Construction Control Line, Fuller Island and other environmentally significant natural resource areas; such designated areas shall not be developed except to provide beach access dune walkovers from adjacent developed properties under the provisions of the City's Beach Management Regulations.
- Recreation/Open Space (R/OS), uses permitted in this category are limited to public and private open spaces, public/private parks, public recreation facilities and public beach or water access points; no use shall exceed neither a floor area ratio (FAR) of 0.05 to 0.25 nor an impervious surface ratio (ISR) of 0.40 to 0.60.
- Institutional (I), density of residential units shall not exceed 12.5 units per acre; non-residential uses shall exceed neither a floor area ratio (FAR) of 0.45 to 0.65 nor an impervious surface ratio (ISR) of 0.65 to 0.85; uses within this category are limited to the following:

Primary Uses - Public/private schools; Hospital; Medical clinic; Church, other religious institution; Social/public service agency; Child day care; Fraternal or civic organization; Municipal offices/public buildings; Public safety facility; Emergency medical service building.

Secondary Uses - Residential; Residential equivalent; Recreation/open space; Public/semi-public; Ancillary non-residential.
- Transportation/Utility (T/U), residential uses not permitted; non-residential uses shall not exceed neither a floor area ratio (FAR) of 0.50 to 0.70 nor an impervious surface ratio of 0.70 to 0.90; uses within this category shall be limited to the following:

Primary Uses - Marina; Municipal water/wastewater facility; Public works garage/storage; Electric power substation; Telephone switching station.

Secondary Uses - Storage/warehouse; Recreation/open space; Public/semi-public; Ancillary non-residential.

Policy 2.1.2

The City shall, through the land development regulations, encourage a balanced land use mix providing a variety of housing styles, densities and open space.

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Policy 2.1.3

The City shall, whenever possible, ensure that opportunities are available for all citizens to purchase or rent decent, safe and sanitary housing which they can afford, free from arbitrary discrimination because of race, sex, handicap, ethnic background, marital status or household composition.

Policy 2.1.4

The City will continue to encourage the construction of residential units suitable for families with children.

Policy 2.1.5

Through the enforcement of the land development regulations, existing residential areas shall be protected from the encroachment of incompatible uses; likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.

Policy 2.1.6

The conservation, maintenance and rehabilitation of existing residential areas shall be encouraged through provisions contained in the land development regulations and other applicable City codes.

Policy 2.1.7

Existing permanent residential dwellings and existing temporary lodging units shall be exempt from the density requirements.

Policy 2.1.8

All temporary lodging units shall be prohibited from conversion to permanent residential dwelling units that exceed the maximum permitted density and intensity standards applicable to the property.

Policy 2.1.9

~~All temporary lodging units shall be prohibited from seeking homestead exemption and home occupational licensing.~~ No temporary lodging unit shall be occupied as a residential dwelling unit. Temporary lodging uses within the Community Redevelopment District shall not be occupied for more than thirty (30) consecutive days by the same temporary lodging unit guest or more than thirty days cumulatively on an annual basis for a resort condominium unit owner. In other words, the thirty days is measured beginning on the first day of any occupancy until 365 days from that date. The City of St. Pete Beach may require affidavits of compliance with this policy from each temporary lodging use and/or unit owner. Seller of temporary lodging unit shall be responsible for advising the purchaser of this requirement. In addition, any seller of a resort condominium project or temporary lodging unit shall be required to record a covenant in the public records of Pinellas County agreeing to said restriction prior to conveyance.

Policy 2.1.10

The land development regulations shall contain provisions which ensure that new residential areas are located and designed to protect life and property, as much as possible, from natural and man-made hazards such as flooding, excessive traffic, noxious odors, noise and deterioration of structures.

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Policy 2.1.11

The land development regulations shall require buffering and open space within residential areas, as appropriate.

Policy 2.1.12

Consistent with this comprehensive plan, as amended, the standards and densities set forth herein will be maintained.

Policy 2.1.13

The land development regulations shall contain minimum buffering standards which will protect single-family residential uses from new abutting residential projects developed in excess of 15 units per acre and any new abutting non-residential projects. Such buffering regulations shall contain the following minimum standards:

- Construction of an ornamental wall sufficient in height according to the provisions of the land development regulations to provide for sound and aesthetic buffering;
- Minimum setback requirements;
- Minimum landscaping requirements sufficient to provide visually aesthetic shielding.

Policy 2.1.14

The City shall adopt land development regulations that encourage parcel assembly to remedy defective or inadequate street layout and parking facilities; improve traffic flow on roadways; faulty site design layout and inadequate buffering, open space and drainage in relation to size, adequacy, usefulness; unsanitary or unsafe conditions; deterioration of a site or other improvements; inadequate and outdated building patterns.

Objective 2.2

All developments, other than construction of one single-family or one two-family residence on a single lot, shall be permitted only through the site plan review process.

Policy 2.2.1

As administered through the land development regulations, multifamily residential and non-residential developments shall be required to undergo a site plan review process.

Policy 2.2.2

The site plan review provisions, as contained in the LDC shall, at a minimum, address the following:

- Allowance for a creative approach for development or redevelopment;
- A requirement that more open space, if practical, be provided than that called for by the strict application of the minimum requirements of the land development regulations;
- A harmonious development of the site with consideration given to the surrounding areas and community facilities, while providing for safe and efficient traffic circulation; and
- The establishment of procedures for the granting of increased structure height not to exceed 50 feet in all areas of the City excluding the Community Redevelopment District which establishes specific height standards by use within each character district; in exchange for increased open space and decreased amounts of impervious surfaces; and

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- ~~The repeal of variance p~~Procedures that would allow increased height or density above the maximum established in each character district located within the Special Area Designation - Community Redevelopment District shall be prohibited; and
- Other provisions as deemed appropriate by the City in keeping with the intent of the comprehensive plan and land development regulations.
- Land survey within the last twelve (12) months.

Objective 2.3

New commercial development shall be required to be compatible with environmental and economic resources through the enforcement of the land development regulations.

Policy 2.3.1

Within any mixed use development, as appropriate, proper separation and buffering between residential and non-residential land uses shall be maintained through the administration of the LDC.

Policy 2.3.2

Neighborhood commercial facilities shall be located so as to serve residential areas without disrupting the residential quality of the area.

Policy 2.3.3

In order to minimize incompatibilities when residential and non-residential land uses share a common boundary, buffering shall be required, as appropriate.

Policy 2.3.4

The land development regulations shall ensure that commercial land uses are located in a manner which ensures their compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be overburdened.

Policy 2.3.5

The City shall encourage the maintenance of tourist lodging facilities in keeping with the character of the community.

Policy 2.3.6

The conversion or development of temporary lodging units for use as permanent residential dwellings shall be prohibited within the Resort Facilities Medium and Resort Facilities High land use categories.

Policy 2.3.7

The City shall, through the LDC , ensure that commercial areas are located and designed so as to enhance safety by providing adequate off-street parking and loading areas and by separating pedestrian and vehicular traffic.

Policy 2.3.8

Through administration of the LDC , strip commercial development that compounds traffic and land use conflicts shall be strongly discouraged.

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Policy 2.3.9

The City, through administration of the LDC and in cooperation with the Florida Department of Transportation and Pinellas County, shall minimize the amount of direct access onto major roads by controlling the number and location of curb cuts.

Objective 2.4

Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

Policy 2.4.1

The City shall, through administration of the LDC, encourage the redevelopment or rehabilitation of existing non-residential areas and uses.

Policy 2.4.2

The City shall, through administration of the LDC, encourage the adaptive re-use or mixed use redevelopment incentives of no longer viable commercial properties, including the implementation of Community Redevelopment Districts, where appropriate.

Policy 2.4.3

The City shall, while emphasizing residential uses in residential neighborhoods, encourage the creative redevelopment of non-viable properties by allowing for a mixture of compatible residential and non-residential uses within a single development site.

Policy 2.4.4

In order to ensure the continued maintenance of its beach residential character, the City, through administration of its LDC shall encourage the rehabilitation and/or revitalization of existing residential structures.

Policy 2.4.5

In order to encourage economic redevelopment, the City, through its authority as a Community Redevelopment Agency that has been delegated to the City by Resolution 06-191 approved by Pinellas County Board of County Commissioners, in accordance with to Part III Chapter 163, Florida Statutes, shall actively pursue and shall take all reasonable measures to seek adoption and approval of a Ch. 163 Community Redevelopment Plan for the area approved by the County as a community redevelopment area, including implementation and funding of a Redevelopment Trust Fund to funding capital improvements, programs and programs approved as part of a Community Redevelopment Area Plan.

Objective 2.5

Existing land uses or structures which are either incompatible or inconsistent with the adopted Future Land Use Element shall be deemed non-conforming as of the effective date of this comprehensive plan and be encouraged to be eliminated through redevelopment of such uses or structures; however, existing residential and temporary lodging use densities and intensities shall be grandfathered except when abandoned voluntarily as defined by the LDC.

Policy 2.5.1

Those residential uses and structures existing as of the effective date of this comprehensive plan, as amended, which were built and were conforming prior to such adoption, and which are

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hereby rendered non-conforming, shall be considered to be grandfathered, as defined in the LDC.

Policy 2.5.2

Those temporary lodging uses and structures existing as of the effective date of this Comprehensive Plan, as amended, which were built prior to such adoption, and which are hereby rendered non-conforming, shall be considered to be grandfathered, as defined in the LDC.

Objective 2.6

As of the effective date of this comprehensive plan, as amended, development activities shall be required to ensure the protection of historic and architecturally significant structures and resources.

Policy 2.6.1

As appropriate, the City shall encourage owners of historic and architecturally significant structures to seek designation of their properties as historic sites by the federal government, state of Florida or by the City's Aesthetic and Historic Review Board and City Commission.

Policy 2.6.2

The City shall consider adoption of incentives to encourage preservation and enhancement of historic or architecturally significant structures and resources.

Policy 2.6.3

The City shall adopt procedures to be incorporated into the LDC which ensures that new development does not adversely impact designated historic or architecturally significant structures and resources.

Policy 2.6.4

Prior to approving any plans for redevelopment in the Community Redevelopment District, the property proposed for redevelopment shall be reviewed under Federal and State historic guidelines to determine whether the existing buildings(s) have historical significance and determine what measures will be taken to mitigate the impacts of redevelopment on the qualified historic resources.

Objective 2.7

Consistent with this comprehensive plan, as amended, development activities shall be regulated to ensure the protection of natural resources.

Policy 2.7.1

The City shall ensure that land is developed in such a manner as to protect natural resources through encouraging the planting of native vegetation, restoration of dunes, beach re-nourishment, and regulating construction along the Coastal Construction Control line.

Policy 2.7.2

Unique and/or irreplaceable natural resources such as the City's beaches, shores, dunes and mangroves shall be protected from the adverse effects of development. Sand dunes and mangroves may not be disturbed during development and construction activities.

EXHIBIT “A”

Policy 2.7.3

Development review criteria shall include soil suitability.

Policy 2.7.4

Species of flora and fauna listed in the Coastal and Conservation Element of this comprehensive plan as endangered, threatened or species of special concern, as defined by federal law or Florida statutes, shall not be removed during development or redevelopment processes.

Policy 2.7.5

Recreational development shall be compatible with the environment and shall be subject to performance standards adopted in the land development regulations.

Policy 2.7.6

As administered through the LDC, the clearing of trees and wetland vegetation shall be prohibited prior to the issuance of a permit by the City.

Policy 2.7.7

Through the administration of the LDC coastal vegetative communities, coastal wildlife habitats and dune systems shall be protected from the adverse effects of development. Restoration of dune systems shall be administered through the City's Beach Management Regulations.

Policy 2.7.8

Through the administration of the LDC, tidal flushing and circulation patterns shall not be significantly altered by development activities.

Policy 2.7.9

The City shall ensure that natural water courses are protected in their natural state and are not subject to alteration. Activities that alter the flow of a watercourse that are expressly prohibited include: Damming, diking, or adding fill for the production of additional land for development purposes.

Policy 2.7.10

As administered through the LDC, land use proposals which could potentially increase point-source air and water pollution shall not be permitted, and Green building and site design standards, strategies, practices and technologies that reduce air and water pollution shall be adopted and implemented in the LDC.

Policy 2.7.11

Dredge and fill activities shall be conducted only when necessary, as determined after review and comment by the appropriate governmental agencies and interested citizens, and in a manner least harmful to the environment.

Policy 2.7.12

The mangrove island located in Little McPherson Bayou shall be designated as a preservation area on the Future Land Use Map.

Policy 2.7.13

EXHIBIT "A"

The City shall cooperate with Pinellas County, regional and state efforts to monitor and improve the water quality of Boca Ciega Bay.

Policy 2.7.14

The City's limited non-potable water resources shall be conserved and protected from depletion or over-development through the implementation of water conservation site design techniques including Florida Friendly and waterwise landscapes through the administration of the Future Land Use Map and Future Land Use Element Policies.

Objective 2.8

Consistent with this comprehensive plan, as amended, the City shall seek to improve the storm water drainage system located within its municipal boundaries.

Policy 2.8.1

The City shall ensure that surface cover vegetation loss during construction is minimized and/or replaced to reduce erosion and flooding. A minimum of 10% of the site shall be covered with vegetation post-construction.

Policy 2.8.2

The City shall require that the developer/owner of any new development or redevelopment site to manage storm water runoff in a manner such that post-development runoff rates, volumes and pollutant loads do not exceed pre-development conditions.

Policy 2.8.3

Where feasible finished grades shall be designed to direct water flows along natural drainage courses and through natural terrain.

Policy 2.8.4

Impervious surfaces shall be limited through the application of lot coverage standards in the Future Land Use Element.

Policy 2.8.5

The City shall require that future drainage out-falls associated with both new development and redevelopment are designed to prevent the direct discharge of runoff into either Boca Ciega Bay or the Gulf of Mexico.

Policy 2.8.6

The City shall employ stormwater best management practices, such as the use of the use of vegetated swales, rain barrels, rain gardens, pervious parking areas, underground ex-filtration or sand filtration and catchments' systems where the lack of space prohibits the use of retention or detention ponds.

Objective 2.9

Consistent with this comprehensive plan, as amended, level of service standards set forth in this plan will not be degraded.

EXHIBIT “A”

Policy 2.9.1

As administered by the land development regulations, the City of St. Pete Beach shall not ensure that all development and redevelopment taking place within its municipal boundaries does not issue any development order (excluding future land use or zoning map amendments) or building permit for any project that results in a reduction of the level of service requirements established and adopted in this comprehensive plan.

Policy 2.9.2

Recognizing the limitations of the potable water supply available to serve this community, the City shall adopt by reference those applicable provisions of water conservation ordinances which may be adopted by Pinellas County or recommended by the Southwest Florida Water Management District and in accordance with Florida Green Local Government standards.

Policy 2.9.3

The development of residential and commercial land shall be timed and staged in conjunction with provision of supporting community facilities, such as streets, utilities, police and fire protection, emergency medical service, public schools.

Policy 2.9.4

The City shall work with the appropriate governmental agencies in an attempt to avoid any unnecessary conflicts between highway traffic and Intracoastal Waterway traffic.

Policy 2.9.5

Public facilities and utilities shall be located so as to maximize the efficiency of services provided; to minimize their cost; and to minimize their adverse impacts on the natural environment.

Policy 2.9.6

Consistent with this Comprehensive Plan, as amended, ~~all building permits for future development and redevelopment activities~~ new construction, additions, or certificates of occupancy for a change in use shall be issued only if public facilities necessary to meet the level of service standards adopted pursuant to this comprehensive plan are available concurrent with the impacts of the development.

Objective 2.10

The City shall continue to ensure the availability of suitable land for utility facilities necessary to support proposed development.

Policy 2.10.1

As an ongoing policy, the City shall assure that adequate land is available for the maintenance of those public utility facilities necessary to support current and proposed development.

Policy 2.10.2

As an ongoing policy, the City will continue to protect existing rights-of-way and easements.

Objective 2.11

Consistent with this comprehensive plan, the City shall continue to maintain the community's open space and promote greater connectivity through alternative mobility options.

EXHIBIT “A”

Policy 2.11.1

Those lands lying between the mean high water line and the Florida Coastal Construction Control Line are recognized as protected open spaces, as are any public lands which lie between the mean high water line and the water's edge.

Policy 2.11.2

Where feasible, preservation areas, parks, and other components of the City's open- space system shall be linked by bike paths, jogging trails, and/or pedestrian pathways.

Policy 2.11.3

The City shall continue to administer the land development regulations in a manner aimed at preserving the access to and view of the beach and other recreational facilities for all residents of and visitors to this community.

Policy 2.11.4

The regulation of recreational uses of waterways and water access areas shall be consistent with sound waterway management.

Policy 2.11.5

The City shall work with Pinellas County and other appropriate governmental agencies to ensure and maintain public beach access.

Objective 2.12

The City shall continue to improve communication, cooperation, and coordination with area local governments, districts and agencies.

Policy 2.12.1

The City of St. Pete Beach will continue to ensure that development and redevelopment projects do not adversely impact neighboring governmental jurisdictions including the cities of Treasure Island, St. Petersburg, South Pasadena and Pinellas County by including these communities in the site plan review process, where applicable.

Policy 2.12.2

Recognizing that the impacts of development extend beyond the limits of the community, the City shall ensure that development permits are consistent with the objectives of the Southwest Florida Water Management District, the Tampa Bay Regional Planning Council, and state and federal agencies by including these agencies in the site plan review process, when appropriate.

Objective 2.13

The City shall promote the preservation and redevelopment of temporary lodging uses.

EXHIBIT "A"

Policy 2.13.1

The City shall implement an on-going process of assessing the status of the City's temporary lodging unit inventory through review of zoning and permitting activities.

Policy 2.13.2

The City shall, where appropriate, establish a Community Redevelopment District with standards that facilitate re-investment in temporary lodging/ temporary lodging use development on the west side of Gulf Boulevard, within the Town Center Core as small bed and breakfast inns, within the Upham Beach area where the existing small motels are located, and at either end of Corey Avenue as a catalytic waterfront project that may also include marina facilities.

Policy 2.13.3

The City shall adopt provisions in its LDC which are designed to ensure the continued operation of all temporary lodging/ temporary lodging uses with mandated operational characteristics as temporary lodging facilities principally serving tourists and business travelers, and providing for guest amenities, without regard to ownership scheme as in accordance with State law. Such operational provisions shall include limitations on the continuous duration of guest stays, and if owned as a resort condominium, an additional limitation on the annual cumulative duration of owner stays.

Policy 2.13.4

The definition of transient occupancy contained in Division 2 of the LDC shall be renamed to "Temporary Occupancy" consistent with Countywide Future Land Use Plan and Rules recently adopted and redefined for temporary lodging uses and temporary lodging units located in the Community Redevelopment District in support of Objective 2.13 and Policy 2.13.4 above:

In addition, consistent with the recent adoption of revised terminology by Pinellas County, the City shall amend its LDC to rename the following terms defined in the LDC:

"Transient Accommodation Use" shall be renamed "Temporary Lodging Use."

"Transient Accommodation Unit" shall be renamed "Temporary Lodging Unit."

GOAL 3:

The promoting of sound coastal management shall be encouraged to ensure that maximum long-term benefits are attained in the use of the coastal zone by the residents of and visitors to the City of St. Pete Beach.

Objective 3.1

The City shall continue to participate with the City of Treasure Island and Pinellas County, and appropriate state and federal agencies in the implementation of a coastal management plan.

Policy 3.1.1

Through the on-going enforcement of the City's Beach Management Regulations, beach areas shall be protected and restored to their natural state to the fullest extent possible, while only encouraging beach re-nourishment projects that are in the overall public interest.

EXHIBIT “A”

Policy 3.1.2

The land development regulations shall ensure that all development along the coastline is in accordance with the Coastal Construction Control Line as established by the State of Florida, ~~City of St. Pete Beach, or other appropriate governmental agencies.~~

Policy 3.1.3

The Beach Management Regulations shall ensure that all development or any other activities which disturb the coastal dune system are prohibited except when a proper permit has been issued that will include provisions to ensure that the dune system is maintained through restoration and enhancement.

Policy 3.1.4

The Beach Management Regulations shall be enforced to ensure the restoration and maintenance of the coastal dune system on new developments or redevelopment projects.

Policy 3.1.5

Sensitive coastal resources shall be protected, through provisions contained in the land development regulations, from degradation and erosion resulting from improper development practices and recreational misuse.

Policy 3.1.6

Beach stabilization projects, using appropriate vegetation as the stabilizing medium, shall be incorporated into development plans, where appropriate.

Policy 3.1.7

The land development regulations shall include provisions whereby sand dunes are protected and enhanced, and native vegetation shall be planted to stabilize shorelines and protect upland areas from flooding hazards.

Policy 3.1.8

The City shall protect the public health, safety and welfare by requiring that development in high risk areas, such as the hurricane velocity zone, meets all current construction standards and by fully supporting Coastal Construction Zone limitations.

Objective 3.2

Recognizing its location within a Coastal High Hazard Area (CHHA), the City shall ensure that future development and redevelopment projects are built in accordance with the most recent hazard mitigation techniques and building materials.

Policy 3.2.1

All future development proposals shall be analyzed based upon existing and future interagency hazard mitigation reports.

Policy 3.2.2

In as much as is practical, the City of St. Pete Beach shall encourage property owners to retrofit hazard mitigation techniques and building materials into existing structures and shall require such techniques and materials for all major renovation construction projects.

EXHIBIT “A”

Policy 3.2.3

All new temporary lodging facilities within the City shall be planned, designed, and constructed to meet or exceed the minimum wind-loading and structural requirements of the Florida and Local Building Code in effect at the time of permitting. All new construction shall comply with Federal Emergency Management Agency and National Flood Insurance Program requirements for protection from and mitigation of flood hazards.

Objective 3.3

The City shall assure that future developments are compatible with the topography, soil conditions and the availability of facilities and services.

Policy 3.3.1

The City shall require elevation certificates for all new development proposals.

Policy 3.3.2

The City shall require that building foundations be designed appropriately for the soil conditions of the building site.

Policy 3.3.3

The City shall permit no new developments where the facilities and services are not available or planned to be available in accordance with the Concurrency Management System adopted in as set forth under Division 29 of the City of St. Pete Beach Land Development Code 1992 as Chapter 102, St. Pete Beach Code of Ordinances, as amended.

GOAL 4:

The City, in cooperation with Pinellas County and neighboring communities, shall establish an effective and workable hurricane evacuation plan.

Objective 4.1

Recognizing its vulnerability to the effects of tropical storms, the City shall maintain an up-to-date hurricane evacuation plan.

Policy 4.1.1

~~Because the entire community is located within the identified Coastal High Hazard Area, as redefined by Rule 9J-5, Florida Administrative Code, the City shall, to the extent practical, limit public expenditures that subsidize development or redevelopment consistent with the Future Land Use Map as amended to reflect the revised definition of the Coastal High Hazard Area (CHHA) to be the area below the elevation of the category 1 storm surge line as established by the SLOSH model. Ch. 2006-68, LOF; Section 163.3178(2)(h), Fla. Stat. except for the following~~
Publicly funded infrastructure inside the coastal high hazard area shall be limited to the following:

- The expenditure for the maintenance, repair or replacement of existing facilities.
- The expenditure for restoration or enhancement of natural resources or public access.
- The expenditure needed to address an existing deficiency identified in the Capital Improvements Element of this plan.
- The expenditure for the retrofitting of storm water management facilities for water quality enhancement of storm water runoff.

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- The expenditure for the development or improvement of public roads and bridges identified in the Transportation Element or Capital Improvements Element of this plan.
- The expenditure for a public facility of ~~overriding public interest~~ necessary to ensure public health and safety.

Policy 4.1.2

The Hurricane Evacuation Plan will set forth hurricane clearance times which will either be maintained or reduced. The City should adopt levels of service for both evacuation times to shelter and out-of-county for a Category 5 storm event.

Policy 4.1.3

The risk of exposure of human life and public and private property to natural disasters shall be reduced through preparedness planning and implementation of hazard mitigation measures. The City should coordinate with Pinellas County and the TBRPC to develop mitigation strategies including possibly the adoption of a Mitigation Fee.

Policy 4.1.4

The City shall coordinate plans for evacuation of coastal area populations with appropriate local or regional hurricane evacuation plans. The City should adopt levels of service for both evacuation times to shelter and out-of-county for a Category 5 storm event.

Policy 4.1.5

All new temporary lodging uses developed within the City shall prepare and file a Hurricane Closure and Evacuation Plan with the City and with the County's Director of Emergency Management at the time of building permit that complies with all applicable local and County emergency management procedures and requirements.

Policy 4.1.6

The City should determine how to address areas within its boundaries that are now no longer part of the CHHA in order to provide protection for these isolated areas as well.

GOAL 5:

The LDC shall be amended and adopted to implement the goals, objectives and policies of this comprehensive plan, as amended.

Objective 5.1

Recognizing that the City of St. Pete Beach is located on a barrier island, future growth and development shall be managed through the preparation, adoption, implementation and enforcement of land development regulations consistent with this adopted Comprehensive Plan, as amended, in accordance with applicable timeframes established herein or State law, whichever is more restrictive.

Policy 5.1.1

The City shall adopt and implement land development regulations which recognize the limitations of development on a barrier island, including its location in the 100-year flood plain, its vulnerability to tropical storms, and its topography and soil conditions.

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Policy 5.1.2

The City shall adopt and implement land development regulations that contain specific and detailed provisions required to implement this comprehensive plan, as amended, which, at a minimum shall:

- Regulate the subdivision of land;
- Protect the limited amount of marine wetlands, including sea grass and turtle nesting grounds remaining in the community, and those lands designated as Preservation on the Future Land Use Map;
- Regulate signs;
- Ensure that all future development is consistent with Federal Emergency Management Agency and National Flood Insurance Program regulations;
- Ensure that all future development is consistent with any coastal construction control regulations as may be adopted and/or amended by the State of Florida, ~~Pinellas County, or the City of St. Pete Beach;~~
- Ensure the compatibility of adjacent land uses by requiring adequate and appropriate buffering between potentially incompatible uses, temporary lodging uses and existing residential uses in particular when located in separate but adjoining character districts or plan categories;
- Ensure that development permits are issued only when it has been documented that such development is consistent with the level of service standards for the affected public facilities adopted by this comprehensive plan;
- Provide for improved drainage and storm water management by requiring compliance with the minimum criteria established by the Southwest Florida Water Management District, the City of St. Pete Beach Drainage Ordinance, the regulations of other appropriate governmental agencies and the Pinellas County Master Drainage Plan;
- Provide requirements for the provision of open space safe and convenient on-site traffic flow and parking requirements and encourage share access driveways, internal connectivity between compatible adjacent parcels to reduce curb cuts to reduce vehicular conflict with pedestrians and bicycles;
- Encourage the use of Waterwise Florida Landscapes and drought-tolerant vegetation, reclaimed water and rain sensor irrigation systems in the landscaping of ~~multifamily and commercial developments~~ all development projects;
- Provide regulations requiring the control of erosion and storm water or pollutant runoff from construction sites;
- Encourage land development which highlights scenic amenities and ensures public access to the waterfront;
- Adopt Green building and site design standards ~~and encourage new construction and major renovation to utilize Green standards through incentive programs;~~
- Provide regulations and design standards that require internal and external pedestrian and bicycle pathway linkages to create a safe alternative mobility network throughout the City; and
- Provide regulations that promote mass transit use.

EXHIBIT “A”

Policy 5.1.3

The City shall adopt land development regulations that shall prohibit the re-platting of existing recorded platted lots for the purpose of increasing the development density within existing single-family residential areas.

Policy 5.1.4

The City shall implement Community Redevelopment Districts pursuant to Part III Chapter 163, Florida Statutes in areas that meet the statutory requirements of blighted conditions and contain a substantial number of the following conditions: defective or inadequate street layout parking facilities, roadways, bridges, or public transportation facilities; faulty layout in relation to size, adequacy, accessibility and usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; inadequate and outdated building patterns.

Policy 5.1.5

Land development regulations shall be adopted which implement the provisions of the Future Land Use Element policies within the mandatory timeframes specified herein or pursuant to State law, whichever is more restrictive.

GOAL 6:

Full compliance with Chapter 88-464, Laws of Florida, as amended, by participating in the Countywide planning process through representation on and coordination with the Pinellas Planning Council and by ensuring consistency between the City and Countywide comprehensive plans.

Objective 6.1

The Future Land Use Element of the City of St. Pete Beach Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan and Rules.

Policy 6.1.1

Through continued maintenance of the Future Land Use Element, the City shall maintain consistency with the Countywide Future Land Use Plan and Rules by:

- Identifying any inconsistencies between the future land use element and plan maps of the City of St. Pete Beach and the Countywide Future Land Use Plan and Rules.
- Processing for action by the Pinellas Planning Council and the Board of County Commissioners, acting in their capacity as the Countywide Planning Authority, all land use plan amendments required to reconcile outstanding inconsistencies between the respective land use plans.

Special Designation - Community Redevelopment District (CRD)

Introduction & Overview

St. Pete Beach has experienced very little meaningful investment or reinvestment in its core resort and commercial areas during the past 30 years. The lack of reinvestment can primarily be attributed to an outdated regulatory scheme and development patterns that no longer support the needs of residents or visitors, and further, is not environmentally sustainable. Over time in the City's history, the resident population has become more permanent and less seasonal, which requires a different approach to the design of the public realm. With the exception of new residential construction, most of the core resort and commercial areas consist primarily of older structures that fail to comply with current building and safety codes, flood protection and management regulations, and environmental regulations, as well as modern open space and design standards. There is a substantial need to improve the function of the public realm

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- streets, sidewalks, public facilities and off-street parking - in terms of safety, environmental and aesthetic design to create a quality sustainable community for residents and visitors alike.

In the past, in other aging communities similar to St. Pete Beach, a major catalytic project would be used to stimulate private investment. St. Pete Beach undertook one such project recently when it completed its Community Center in July, 2007. However, both experience and reality demonstrate that economic vitality and reinvestment in an aging community does not always follow a major public investment if the regulatory scheme is not in sync with redevelopment market conditions. In those instances, the regulatory scheme needs to be changed to encourage the type of redevelopment desired by a community instead of allowing the old scheme that facilitates or allows undesirable redevelopment or no reinvestment at all. In most revitalization efforts, one or more catalytic projects must be pioneers in the market to lead the way to overall reinvestment in a community that raises the standard of quality for the entire community.

Much of the obsolescence of St. Pete Beach is attributable to an obsolete regulatory scheme that discourages and impedes the redevelopment of resort facilities with a full range of on-site amenities that compare with other destination resorts in Florida and other markets with which St. Pete Beach competes. The decline and attrition of existing resorts, boutique hotels and mom & pop motels has also been a result of a booming residential condominium market for many years until March, 2006 when it appears all types of reinvestment slowed or stopped altogether. However, it is only a matter of time before the residential condominium market returns to continue its march down our beaches as it slowly replaces aging hotels and motels, unless a new regulatory scheme is put in place to ensure the economic viability of resort facilities.

This slow and steady decline in the number and quality of temporary lodging units is also reflected in the decline and attrition of local businesses on Gulf Boulevard and within the traditional historic shopping district located on Corey Avenue which serve residents and visitors but are primarily supported by tourists. In addition, the existing main boulevard has narrow, poorly maintained sidewalks, virtually no landscaping, substandard lighting, inadequate and substandard bike lanes, inadequate and too few pedestrian crosswalks, too many curb cuts, or curb cuts that are too wide with a curb cut approximately every 15 feet. These conditions leave the pedestrian and bicyclist feeling unsafe and unprotected from passing cars. The character of Gulf Boulevard in terms of both safety and aesthetics, is not only a deterrent to reinvestment, it lacks almost all of the amenities and improvements of a quality livable community.

A. Definitions

The definitions set forth below are terms used in the Community Redevelopment Plan and this Future Land Use Plan amendment that establishes a Community Redevelopment District containing two major redevelopment districts and eleven character districts.

- 1) **Base Flood Elevation** - as used herein means that elevation above grade level established by the Federal Emergency Management Agency and implemented by State, County and local laws, codes and ordinances, above which height for a building is measured.
- 2) **City** - the municipality of St. Pete Beach.
- 3) **City Commission** - the duly elected governing municipal body of officials for the City of St. Pete Beach.
- 4) **Character District** - within the context of this Community Redevelopment Plan means one of eleven sub-districts or sub-areas that together form the Community Redevelopment District as a whole. Each of these sub-districts is called a "character district" because each of these areas share a common character that needs to be revitalized, enhanced or modified to achieve the community goals of quality residential living complemented by resorts and supported by a tourist-based economy. Each character district has its own unique mini-master plan that will fit into the larger framework established within one of two core redevelopment Districts - either the Downtown Core or the Gulf Boulevard Redevelopment District - and ultimately support the overall goals and objectives of the Community Redevelopment District as a whole. For example,

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the character of the Town Center Core District emphasizes pedestrian mobility over vehicular mobility and provides neighborhood and government services in a smaller-scale village-like atmosphere. This "character" is a re-creation of historical main streets that provided a core area where people gathered in a community to go to City Hall or the Post office, work, shop, dine, play and live.

- 5) **Comprehensive Plan** - the plan required by Chapter 163, Florida Statutes, to manage development and redevelopment within the City limits in a manner that is consistent with County and State policies, provides for intergovernmental coordination, provides for the uses of land, coordinates the timing and provision of adequate infrastructure systems and facilities, establishes environmental, conservation, recreation and open space policies, and establishes housing policies that ensures among other things safety, density varieties, historic preservation and affordable housing mitigation. The Comprehensive Plan contains eight elements that must be consistent with each other in achieving the overall goals, policies and objectives of the Comprehensive Plan, including the following elements: (1) Future Land Use; (2) Capital Improvements Plan; (3) Coastal / Conservation; (4) Housing; (5) Transportation; (6) Infrastructure; (7) Recreation & Open Space; and (8) Intergovernmental Coordination.
- 6) **Community Redevelopment District** - within the context of this Community Redevelopment Plan is a 248.25 acre core area of the City representing about 20% of the City's total land area that shares a common goal of revitalizing primarily resort and commercial areas of the City that have seen little or no reinvestment in the past 30 years and contain a substantial number of properties that are not designed to current public safety, environmental, aesthetic or market standards. It is divided into two core sub-areas that share the overall need and goal of revitalization but also have distinct character and district objectives as a result. For example, the Downtown Redevelopment District focuses on creating a traditional downtown core area that provides traditional community services provided on a smaller scale that emphasize a safe and comfortable pedestrian environment where people live, play and work which is surrounded by residential neighborhoods that are within walking distance and buffered from commercial intrusion. In comparison, the Gulf Boulevard Redevelopment District is a core resort and shopping destination for both residents and visitors that is more reliant on vehicular mobility with a focus on preserving and revitalizing the heritage of St. Pete Beach as a resort destination with Gulf beach access for residents and visitors alike that respects the quality residential living located primarily to the east on the intracoastal waterways.
- 7) **Density** - means the number of residential or temporary units allowed per acre of developable land. For example: If 15 units per acre is the density allowed on a two acre parcel of land, a total of 30 units are permitted.
- 8) **Development** - means the carrying out of any building activity having the effect of the development of land.
- 9) **Development Site/Building Site** - an area of land or contiguous areas of land assembled or combined for a unified development, for the purposes of calculating density and intensity.
- 10) **Height** - means the vertical distance measured from the minimum base flood elevation to the highest point of a flat roof, to the deck of a mansard roof or to the average height between the plate and the ridge of gable or hipped roofs, not including spires, belfries, cupolas, personal television antennae, water tanks, ventilators, chimneys, antennas, elevator shafts, mechanical rooms or other non-habitable areas. Such non-habitable architectural or mechanical features shall not extend more than ten feet above the eave line of a gable, mansard or hipped roof or the highest point of a flat roof, not including a parapet.
- 11) **Intensity** - refers to a standard of measurement such as floor area ratio and/ or impervious surface ratio.
- 12) **Floor Area Ratio (FAR)** - means the total amount of gross building square footage on a building site in relation to the total square footage of the building site, , expressed as a ratio. For example: a one acre parcel with a 1.0 floor area ratio equals 43,560 square feet of building space.

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- 13) **Future Land Use Element** - is one element out of eight elements that comprise the City's Comprehensive Plan. It establishes the goals, objectives and policies for the use of land to manage future growth and redevelopment in accordance with the City's vision for its future. The Future Land Use Element establishes both the Future Land Use Plan and the Future Land Use Map.
- a. The Future Land Use Plan defines and describes the land use plan categories, establishes the goals, objectives and policies, designates primary and secondary uses permitted in each land use plan category, and establishes density and intensity standards. In addition in this plan amendment, height and density standards are established that shall not be exceeded.
 - b. The Future Land Use Map is a graphic depiction of the location and boundaries of each of the land use designations including the Community Redevelopment District (CRD) and each character district within the CRD.
- 14) **Housing Element** - is one element out of eight elements that comprise the City's Comprehensive Plan. It establishes the goals, objectives and policies that strive to provide a variety of housing types to serve permanent and seasonal residents.
- 15) **Impervious Surface Ratio (ISR)** - means the measurement in square footage of a building site covered by hard-surfaced area that prevents the absorption of water into the ground divided by the gross square footage of the building site , excluding land Gulf ward of the Florida Coastal Construction Control Line, expressed as a ratio. For example: if the plan requires a maximum 0.70 impervious surface ratio (ISR) that means that at least 30% of the parcel must be landscaped or otherwise maintained as open space that allows water to penetrate the ground surface (i.e., grass, sand, gravel). ISR shall be calculated on the basis of those portions of the site which are landward of the Florida Coastal Construction Control Line.
- 16) **Infrastructure Systems and Facilities** - as used herein means sanitary sewer, solid waste, potable water, reclaimed water, storm water drainage road systems, recreation, and school facilities.
- 17) **Land Development Code (LDC)** - means ordinances and regulations enacted by the City of St. Pete Beach City Commission that regulates any aspect of development.
- 18) **Mixed Use Development** - as used herein means a development on a building site that may combine residential, temporary lodging commercial and/or office uses and may contain one or more buildings. Specific limitations regarding the combination of the types of uses, minimum parcel sizes as well as density and intensity of mixed use development is established in each character district where permitted.
- 19) **Multi-family Residential Use** - means development that contains a single building with three or more residential dwelling units that may be eligible for homestead status, shall not be occupied on a temporary basis and is intended to be occupied as a permanent residential home. Multi-family residential uses may have a fee-simple ownership scheme such as a town-home or may have a residential condominium ownership scheme.
- 20) **Primary Uses** - A principal use identified under the use characteristics of each category. These categories of uses are those which the category is primarily designed to accommodate.
- 21) **Redevelopment** - means the conversion, relocation, reconstruction, structural alteration or enlargement of any existing building and/or use.
- 22) **Resort Condominium** - also more recently referred in the market and media as a "Condominium Hotel" shall mean any unit or group of units in a condominium, cooperative or vacation ownership, that is designed, operated and used for temporary lodging use and is used for temporary occupancy.
- 23) **Secondary Uses** - A secondary use, identified under the use characteristics of each category. These categories of uses are those which the category is designed to accommodate as a secondary priority.

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- 24) **Temporary Lodging Unit** - means an individual unit or suite of rooms with a temporary lodging use designed and offered for temporary occupancy. These temporary lodging units shall not be eligible for homestead status and shall not be occupied or function as a permanent residential dwelling and shall not qualify or be used for home occupational licensing.
- 25) **Temporary Lodging Use** - means a property that has an existing or permitted structure containing one or more temporary lodging units. A Temporary Lodging Use shall be further classified herein as required by the LDC as a hotel, motel, bed & breakfast inn, or resort condominium. In determining whether a property is developed as a temporary lodging use containing temporary lodging units intended for temporary occupancy, such determination shall be made without regard to form of ownership of the property or unit. A temporary lodging use may include accessory uses such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting spaces, fitness centers, spa facilities, parking structures, workforce living accommodations and other ancillary uses commonly associated with temporary lodging uses.
- 26) **Temporary Occupancy** - for purposes of temporary lodging use as used in the Community Redevelopment District shall mean occupancy of a temporary lodging unit that is offered, advertised and occupied on a temporary basis for thirty (30) consecutive days or less for temporary lodging guests and no more than thirty (30) days cumulatively on an annual basis for a resort condominium unit owner. These occupancy and operational limitations shall apply to all temporary lodging uses permitted within the Community Redevelopment District.
- 27) **Vacation of Right-of-Way** - means the transfer of all or a portion of public right-of-way to private ownership of a contiguous parcel of land.

B. Community Redevelopment District

FOOTNOTE(S):

—()—

~~The Affordable Housing Density Bonus as established herein allows only 50% of the potential increased density that was approved in the 2005 Plan. In 2005, the maximum density bonus approved was ten (10) temporary lodging units per acre. It was the decision of the City, County and DCA in 2005 that any density bonus that may be utilized in the Large Resort District is speculative and as a result of countervailing public policies to promote and encourage affordable housing as well as the redevelopment of temporary lodging uses that support tourism as the #1 economy in Pinellas County and the State, the potential number of affordable housing bonus units was not calculated against the overall density cap for the Community Redevelopment District. Consistent with the policy for affordable housing density bonus calculation approved in 2005, the potential five (5) temporary lodging units per acre potentially available, subject to certain requirements and restrictions, as part of a voluntary affordable housing mitigation program in addition to the mandatory general mitigation program requirements, will not be calculated against the overall density cap for the Community Redevelopment District.~~

General Provisions and Maps

- (a) **Geographic Location.** This Future Land Use Plan and Map Amendment contains a Special Designation named the Community Redevelopment District (CRD) that is an area containing approximately 248.25 acres or approximately 20% of the total land area of the City. The Community Redevelopment District is shown on Map 1 and includes two major redevelopment areas (shown on Maps 2 and 3) as follows:
1. Gulf Boulevard Redevelopment District; and
 2. Downtown Redevelopment District.

There are a combined total of eleven designated character districts within the Community Redevelopment District as a whole, including: four (4) character districts in the Gulf Boulevard

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Redevelopment District; and seven (7) character districts in the Downtown Redevelopment District as follows:

- a. The overall Gulf Boulevard Redevelopment District boundary is shown on Map 2, the following character districts within this Redevelopment District are shown:
 - 1) Large Resort District
 - 2) Boutique Hotel/Condo District
 - 3) Activity Center District
 - 4) Bayou Residential District
- b. The overall Downtown Redevelopment District boundary is shown on Map 3, the following character districts within this Redevelopment District are shown:
 - 1) Town Center Core District
 - 2) Town Center Corey Circle District
 - 3) Town Center Coquina West District
 - 4) Downtown Core Residential District
 - 5) Upham Beach Village District
 - 6) Commercial Corridor Blind Pass Road District
 - 7) Commercial Corridor Gulf Boulevard District

The above designated character districts are intended to replace the conventional land use plan categories adopted in 1989 and 1998 that provided for medium and high density and intensity uses ranging up to forty (40) units per acre for temporary Lodging uses (Commercial General land use category) and up to thirty (30) units per acre for residential use (High Density Residential land use category) within the boundaries of the Community Redevelopment District.

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Map 1. Community Redevelopment Districts Location

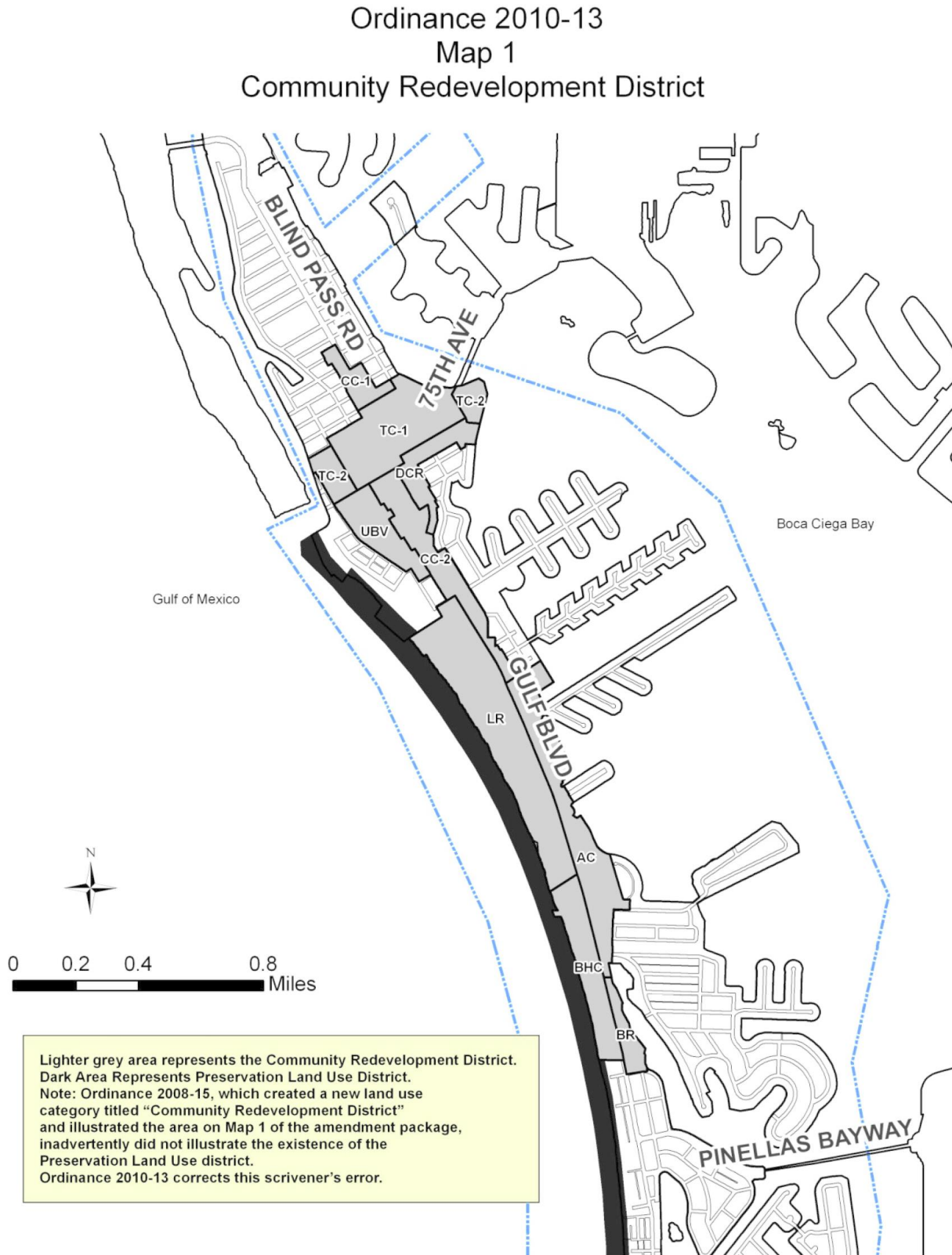


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Map 2. Gulf Boulevard Redevelopment District Character Districts

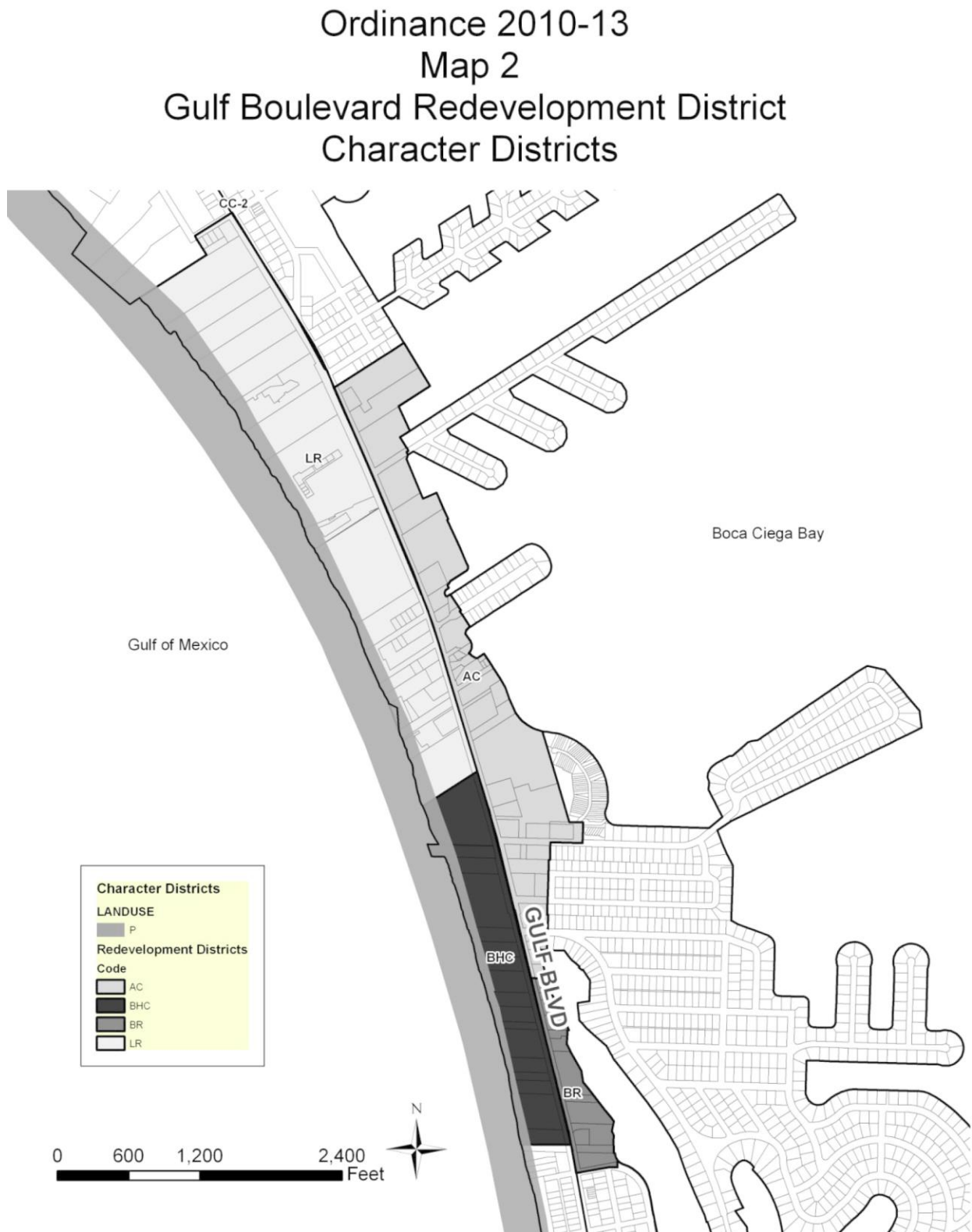


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Map 3. Downtown Redevelopment District

Ordinance 2010-13 Map 3 Downtown Redevelopment District Character Districts



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(b) **Locational Characteristics.** This CRD land use plan category:

1. Is generally appropriate to those community areas designed to serve as local retail, office, temporary lodging uses, financial, governmental, and multi-family residential focal points for a community.
2. Shall target those neighborhoods and core areas of the community in a manner that is designed to encourage development and redevelopment in one or more combinations of uses as identified above and set forth in each specific character district plan.

(c) **Purpose.** It is the purpose of this CRD land use plan category to:

1. Depict those areas of the City that are now designated, or appropriate to be designated, as community core areas and certain defined and limited neighborhoods adjacent to these core areas that contain non-residential and residential uses, for development and redevelopment in accordance with the specific plan for each character district within the overall Community Redevelopment District.
2. To encourage and promote quality sustainable development and redevelopment throughout each character district and the Community Redevelopment District as a whole, that provides quality of life, economic and aesthetic benefits to the residents throughout the City as well as its visitors.

(d) **Use Characteristics.** Those uses appropriate to and consistent with this CRD land use plan category include:

Primary Uses: Temporary lodging uses, including large resorts, boutique hotels, motels, resort condominiums and bed & breakfast inns; Residential; Commercial; Office; Institutional; Marina; and Transportation/ Utility uses as specifically designated for each character district within the Community Redevelopment District.

Secondary Uses: Commercial; Office; Residential; Temporary lodging uses - bed & breakfast inns as specifically designated for each character district within the Community Redevelopment District; Marina.

Goals, Objectives and Policies for the Community Redevelopment District

GOAL 1:

To support achieving a quality sustainable community through livable community design standards as well as Green building, site design and operation strategies.

Objective 1.1

Promote a sustainable community by requiring the use of Green standards and practices for all development and redevelopment within the Community Redevelopment District by establishing minimum Green building and site design standards; ~~and establishing incentive programs such as expedited site plan review and building permitting, and credits against impact fees in exchange for utilizing Green design standards and practices~~ that benefit the quality and sustainability of the environment and:

- Conserve water and other natural resources.
- Reduce energy consumption.
- Improve air quality by reducing Greenhouse gas emissions.
- Reduce impacts on infrastructure by participating in ride sharing and shuttle service programs.
- Reduce urban heat by reducing paved surfaces, reduce the need for parking by participating in shared parking plans, employer ride-share and shuttle service programs.

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- Reduce urban heat and encourage pedestrian mobility by planting additional shade trees.
- Reduce waste through efficient design and recycling programs.
- Promote a walkable environment by providing on-site pedestrian pathways that link to adjacent properties and off-site sidewalks to reduce traffic impacts and Greenhouse gas emissions.
- Provide trolley stops or improve existing trolley stops as a comfortable, safe, convenient and attractive experience that encourages mass transit use.

Policy 1.1.1

Require minimum Green standards and encourage the use of Green redevelopment practices that exceed minimum standards for public and private development.

Policy 1.1.2

The City shall establish an incentive program for the implementation of Green standards, practices and technologies for new construction, major renovation and redevelopment within the Community Redevelopment District that exceed minimum requirements.

Policy 1.1.3

The City shall adopt and implement Green standards and an incentive program Citywide.

Policy 1.1.4

~~The City shall adopt and implement an incentive program that may include expedited site plan review, expedited building permit review and processing, and credits against impact fees or building permit fees that rationally relate to the environmental benefits being achieved such as lower water and energy consumption, reduced Greenhouse gas emissions, and reduced traffic impacts through the implementation of mitigation measures described in Policies 1.1.5, 1.1.6 and 1.1.7 below.~~

Policy 1.1.54

Encourage site design that promotes safe, comfortable pedestrian pathways internally within the site and provides externally pedestrian pathway linkages to activity centers, shopping, dining and entertainment.

Policy 1.1.65

Encourage employer-sponsored ride-share programs, mass transit subsidies for employees, shuttle services for employees, patrons and guests for work travel, and airport and off-site recreational, parks, entertainment and other tourist destinations.

Policy 1.1.76

Encourage temporary lodging facilities to have bicycles available for guest use.

Policy 1.1.87

Encourage construction waste management and recycling.

Policy 1.1.98

Encourage the use of fountains and water features that promote water conservation.

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Policy 1.1.109

Encourage the use of low flow fixtures and high energy efficient rating construction materials, equipment and appliances.

Policy 1.1.110

Encourage the use of Waterwise Florida landscapes and drought tolerant plant material.

Policy 1.1.121

Encourage the use of reclaimed water and rain sensor irrigation systems.

Policy 1.1.132

Encourage the use of energy efficient and solar lighting.

Policy 1.1.143

Encourage the use of advanced storm water controls and waterfront considerations to minimize and eliminate pollutant run-off.

GOAL 2:

To meet the needs of residents and further the ideal of quality communities as a function of living, working, and recreation opportunities, the design and functionality of the Community Redevelopment District will have a renewed focus on livable community strategies that focus more on people and less on the auto with community improvements and site design that values connectivity, safe and attractive gathering places, functional and attractive design, and alternative safe mobility options.

Objective 2.1

Create livable, healthy streets that are designed and oriented towards safe pedestrian and bicycle movement.

Policy 2.1.1

Where appropriate, development and redevelopment should include the following pedestrian-friendly design features:

- Continuous sidewalks with a minimum width of ten feet, buffered from traffic by on-street parking and/or landscaping, and that include pedestrian amenities such as benches, trash receptacles, trolley shelters, and pedestrian-scale street lighting.
- Street trees to provide pedestrian-scale as well as shade and comfort to the pedestrian.
- Buildings should be served by primary walkways that directly link the main building entrance to the street, parking structure and parking areas.
- Pedestrian walkways should be visually distinct from parking lot and driveway surfaces and may include textured or colored materials.
- Permanent structures such as utility poles and traffic control poles within the sidewalk that restrict pedestrian movement should be discouraged.
- Direct routes between destinations, especially between adjacent parcels, to create walking and bicycling connections between neighborhoods and neighborhood (activity) centers.
- Additional sidewalk width and distinctive interesting sidewalk patterns for outdoor cafe; seating.

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- Internal vehicular access between adjacent properties that allows vehicular movement between properties without returning to the street to reduce curb cuts and improve traffic flow on roadways.
- Shared access driveways to reduce curb cuts and pedestrian-vehicular conflict.

Policy 2.1.2

The following livable roadway strategies and features shall be pursued wherever appropriate within the Community Redevelopment District and all features shall meet or exceed ADA requirements:

- Sidewalks on both sides of the street.
- Bike lanes.
- Pedestrian roadway crossing treatments such as bulb-outs, crossing islands, pedestrian refuge islands in the median, in-pavement pedestrian lights, textured or other distinctive crosswalk paving patterns, countdown signals, mid-block signals, "hot response" signals, pedestrian bridges over Gulf Boulevard at critical activity areas, signals that are consistent with the international symbols, and crosswalk signals that assist the visually and hearing impaired and wheelchair bound citizens, with particular emphasis on Gulf Boulevard, Corey Avenue, 75th Avenue, Blind Pass Road, and Sunset Way.
- Use of mid-block crossings, for blocks more than 800 linear feet in length.
- Signage that is clear, easily readable, user-friendly, is consistent with international signage rules and symbols, does not create visual clutter and is part of an overall comprehensive branding signage program for St. Pete Beach.

Policy 2.1.3

Where feasible, provide trolley transit stops in conjunction with pedestrian crosswalks, bike lanes and pedestrian pathways in conjunction with amenities such as pedestrian-scale decorative lighting, landscaping, secured bicycle storage, benches, trash receptacles, public art and other elements that provide comfort and weather protection for the waiting trolley passenger.

Policy 2.1.4

The provision of landscaping near the trolley stop in the form of shade or ornamental/palm trees is encouraged to maximize passenger comfort.

Policy 2.1.5

The City shall establish an off-site public improvements review and approval process for eligibility for community improvement impact fee credits.

Objective 2.2

Parking lots and driveways should be designed to support pedestrian safety, connections and comfort by reducing the number of curb cuts and providing interconnectivity between and through sites.

Policy 2.2.1

Allow a parking requirement reduction for properties that share both cross access and a common entrance drive that utilize shared-parking agreements and cross-access agreements.

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Policy 2.2.2

New commercial, office, and retail buildings and centers should be planned to reduce the number of curb cuts and driveways. Where possible, projects should share driveways and parking access with adjacent sites to provide an interconnected system of auto and service access points.

Policy 2.2.3

The location and width of driveways should be reviewed through local site plan review processes to identify opportunities for shared driveways with neighboring properties and to reduce access points on the surrounding road network to the extent possible.

Policy 2.2.4

Parking lots and driveways should provide pedestrian connections to entrances. Dedicated walkways through parking lots should be included in the design.

Policy 2.2.5

Parking lots should include trees to provide shade and reduce temperature for pedestrians.

Policy 2.2.6

In furtherance of pedestrian safety, Pinellas County will coordinate with the Pinellas County Metropolitan Planning Organization and the FDOT to encourage the construction of traffic control/pedestrian crossings on Gulf Boulevard near beach access points.

Objective 2.3

The City will encourage and promote public art and design, and seek ways to increase opportunities for public art and design throughout the Community Redevelopment District as part of a Public Art and Design Master Plan that identifies opportunities, locations and priorities for public art and establishes an implementation/funding strategy and schedule.

Policy 2.3.1

The City will integrate art into City project designs, as appropriate.

Policy 2.3.2

The City will investigate revising building and land development regulations to create incentives to encourage private development to integrate public art into project designs, where appropriate.

GOAL 3:

To rebuild the core commercial and resort areas of the City utilizing Green practices, strategies and technologies.

Objective 3.1

Implement building and site design construction and operation practices that support long-term environmental sustainability by: protecting and conserving water resources; constructing energy efficient buildings; using Florida waterwise and native landscape plant materials and design; recycling construction materials and debris; reducing urban heat through innovative building and site design; reducing pollutant run-off; protecting further degradation of the beach dune system and

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coastal wildlife species habitat and restoring or enhancing existing conditions through dune restoration measures, lighting and refuse controls and other measures.

Policy 3.1.1

All development within the Community Redevelopment District shall comply with a minimum of two environmental standards that will be established in Division 39.

Policy 3.1.2

All development within the Community Redevelopment District shall be encouraged to exceed minimum Green standards and redevelop, renovate or develop new projects that implement the "Green" objectives and policies contained in GOAL 1 of the Future Land Use Element relating to energy efficient and environmental sustainable practices.

Policy 3.1.3

All development within the Community Redevelopment District shall be encouraged to implement as many livable community design and operation strategies to promote safe and comfortable pedestrian, bicycle and mass transit mobility that will reduce the consumption of nonrenewable resources, reduce the need for parking and thus reduce urban heat and polluted run-off, and reduce greenhouse gas emissions.

Community Redevelopment District general redevelopment guidelines, standards and initiatives

- (a) **Designation of Densities and Intensities in General.** Densities and intensities shall be designated for each classification of use in each character district within the Community Redevelopment District. The City Commission shall amend its LDC and adopt densities and intensities for each character district which shall be consistent with, and implement the Community Redevelopment District guidelines, standards, goals, objectives and policies as established herein. Further, the City shall amend its LDC to include densities and intensities for each character district that shall:

1. Not exceed the overall density approved within the Community Redevelopment District and the City limits; and
2. Ensure that a comprehensive redevelopment strategy can be and shall be implemented through land development regulations that maintain the City's heritage of quality residential living complemented by resort facilities and supported by a tourist-based economy that includes temporary lodging uses, local retail, restaurants and local pubs and bars; and
3. Recognize that successful redevelopment of each character district is interdependent upon the implementation of successful redevelopment strategies in each of the other character districts; and
4. Require the adoption and implementation of land development regulations by the City Commission ~~or the registered voters of St. Pete Beach, as may be required by the City Charter and Code of Ordinances,~~ for each character district that shall be consistent with and allow the implementation of an economically feasible strategy that promotes comprehensive redevelopment of consistent quality for the Community Redevelopment District as a whole and within each designated character district; and
5. Not be exceeded by approval of variances.

- (b) **Temporary Lodging Unit Density Pools ("TLU Density Pools") - Generally.**

1. **General Purpose.** The TLU Density Pools are intended to provide adequate and available temporary lodging unit density to those existing temporary lodging use properties to redevelop as economically viable resort facilities in the areas of the City where they have traditionally existed for decades. The initial base density provided for the temporary lodging uses in the Gulf Boulevard Redevelopment District are intended to bring almost every existing resort hotel

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property back into conformity which will allow them to rebuild as a resort hotel in the event of a natural disaster or other catastrophic event. The density provided above the base level, including reserve or density pools, is intended to provide economic incentives to redevelop existing temporary lodging properties as resort projects rather than multi-family residential projects.

2. **Limiting Overall Density.** Realistically, not all existing resort properties can or will be redeveloped as such. In some cases, the existing density is not only higher than the 30 units per acre allowed under the existing land use designation is higher than the density allowed in the character districts providing for increased density for temporary lodging uses within the Community Redevelopment District. Therefore, rather than allowing every existing property the maximum potential density which would overestimate the need for density, and further, to ensure that almost every existing property first and foremost has the opportunity to become a conforming property in terms of use, TLU Density Pools shall be created to allow density to be utilized in meaningful ways in the areas of the City where temporary lodging uses currently exist. The goal and intent is to promote economic redevelopment but also provide an absolute overall maximum density cap to ensure that the overall approved density for the Community Redevelopment District is not exceeded and overdevelopment does not occur. Each TLU Density Pool shall have a maximum cap on the allocation of density on a project by project basis to ensure the redevelopment occurs on an orderly basis overtime throughout each character district and avoid a potential overdevelopment scenario that could arise without a cap and a program of first-come first-serve.
3. **TLU Density Pools Established.** TLU Density Pools shall be established in the following seven specific character districts*:
 - a. Boutique Hotel/Condo*
 - b. Town Center Core*
 - c. Upham Beach Village*
 - d. Town Center Core Corey Circle**
 - e. Town Center Core Coquina West**
 - f. Activity Center **
 - g. Bayou Residential**

The total number of temporary lodging units approved in 2005 as part of transient unit density pools for the three character districts designated with one asterisk* was 350 units. That 350 unit total for those three designated character districts* remains unchanged in this plan.

In the 2007 amendment, temporary lodging use density was reduced in the Large Resort District from 80 to 75 units per acre over 65.16 acres. The total temporary lodging unit decrease in the Large Resort District is 325 units. Therefore, these 325 units are available for redistribution to character districts with the potential for temporary lodging use redevelopment. These 325 available units are redistributed for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts** upon approval of a conditional use request and on a first come, first serve basis. These two additional character districts are identified as having temporary lodging use redevelopment potential as a result of their location at either terminus of the Corey Avenue main street corridor and proximity to waterfront.

The TLU Density Pool for each character district was determined based upon the following factors:

- a. The existing number of temporary lodging units in each district.
- b. The degree of existing non-conforming densities.

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- c. The base temporary lodging density allowed in the specific character district.
 - d. The realistic number of units that may be potentially utilized to promote temporary lodging use redevelopment balancing both acreage and the actual number of existing temporary lodging facilities.
 - e. The potential to maintain waterfront access and views for the public.
 - f. The potential to redevelop temporary lodging uses in close proximity to entertainment, shopping, dining and activity centers.
4. **TLU Density Pool Allocation.** Any units allocated under this provision shall be by conditional use approval and shall be specific to each character district's existing temporary lodging use classifications (i.e., hotel, boutique hotel, motel, resort condominium, and bed & breakfast inn). The allocation of TLU density shall only be by ordinance of the City Commission approving a conditional use on a project by project basis. Such allocations shall not exceed the maximum allocation cap per project and further, shall not exceed total available remaining density in each TLU Density Pool for each of the character districts listed in subsection (b) 3 above. This limitation on density is absolute.
5. **Large Resort District Not Eligible.** Temporary lodging uses in the Large Resort District shall not be eligible for any TLU Density Pool allocations.
- ~~(c) **Affordable Housing Mitigation Programs & Density Bonus**¹ [H](#)~~
- ~~1. **Existing Conditions.** Pinellas County, as in many areas of the State of Florida, is experiencing an affordable housing crisis. A scarcity of land, increasing land values and rising insurance and property taxes are creating a substantial impediment to providing affordable housing options for City and County residents who provide needed services to our community. Meaningful affordable housing solutions will require public/private partnerships and innovative strategies. At the time of this proposed amendment, several affordable housing mitigation strategies are being explored by the County and local municipal governments within the County. It is the express intent of St. Pete Beach to participate in any such adopted affordable mitigation strategies as agreed to by the City and County in cooperation with existing affordable housing programs in The City of St. Petersburg and Pinellas County to create affordable housing units within reasonable proximity to the City of St. Pete Beach.~~
 - ~~2. **Interpretation and Construction.** This affordable housing provision is intended to enable the implementation of any and all affordable housing strategies mandated by any lawful means by the State, County or City, as may be established and amended from time to time. The City shall work in partnership with the County and neighboring jurisdictions to establish an affordable housing mitigation program. This provision shall be construed to be consistent with any future implementing land development regulations that provide affordable housing mitigation strategies.~~
 - ~~3. **General Affordable Housing Mitigation Program Implementation, Limitations and Restrictions.** The City shall establish an affordable housing general mitigation program that includes impact fees or alternative mitigation options that shall be imposed on net development, with credit provided for any existing units or floor area which is removed during the redevelopment process. Alternative mitigation options in lieu of mitigation fees may include eligible, qualified and approved: a) construction of on-site workforce living accommodations; b) credits for off-site construction of affordable housing; c) credits for land purchases or donations that are legally restricted and used for affordable housing only; d) credits for participation in employer-assisted housing programs; or e) such other affordable housing mitigation strategies that may be established by the City in partnership with the County and neighboring jurisdictions. This general mitigation program shall be imposed on a City-wide basis. Jurisdictions, agencies and programs that will receive the revenues generated will be determined through negotiation with appropriate authorities.~~
 - ~~4. **Implementation.** The City shall amend its LDC to establish or amend an existing affordable housing and mitigation program, as appropriate, to be consistent with this plan amendment. The~~

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~~LDC shall be amended as soon as reasonably possible, but no later than thirty (30) days after receiving all final County, State, agency and City Commission approvals of this amendment to the Comprehensive Plan. This affordable housing mitigation program shall be established in partnership with the County and neighboring jurisdictions and shall comply with all governing County and State laws in effect at that time.~~

5. ~~**Large Resort Affordable Housing Mitigation Program & Density Bonus.** In consideration of the legitimate State, County and City public interest to encourage and promote both affordable housing mitigation strategies as well as tourism which is the number one industry in both the State and County and the City's only industry, temporary lodging unit density bonuses in exchange for affordable housing mitigation exceeding that established by the General Affordable Housing Mitigation Program shall be established for the Large Resort District. The City Commission shall amend its LDC and provide for a Large Resort Affordable Housing Mitigation program as soon as reasonably possible in accordance with the following restrictions and limitations:~~
- a. ~~**Density Bonus Limitations.** A density bonus in exchange for affordable housing mitigation may only be allowed in conjunction with a defined Large-scale temporary lodging use development.~~
 - b. ~~**Density Bonus Restrictions.** A maximum temporary lodging unit density bonus shall be permitted up to, but shall not exceed an additional five (5) bonus units per acre and an additional 0.2 floor area ratio to accommodate the additional temporary lodging units for a defined Large-scale temporary lodging development. Five bonus units shall be allowed for every affordable unit constructed.~~
 - c. ~~**Mitigation Exemption.** Temporary lodging units built as part of the affordable housing density bonus and on-site workforce living accommodations provided in compliance with the General or Large Resort Affordable Housing Mitigation programs, as applicable, shall not be subject to the affordable housing mitigation fees or other program requirements.~~
 - d. ~~**Prohibitions and Restrictions.** All on-site workforce living accommodations shall be:~~
 - (i) ~~Prohibited from being advertised for, or otherwise used for guest temporary lodging or home occupational licensing purposes;~~
 - (ii) ~~Exclusively used for providing on-site workforce living accommodations for employees eligible for low income or very low income status as defined by the County and City; and~~
 - (iii) ~~Prohibited from being advertised for or otherwise sold as a residential dwelling unit that does not qualify as an on-site affordable housing unit occupied exclusively by an employee(s) of the temporary lodging facility.~~
 - e. ~~**Covenant Required.** A legally enforceable restrictive covenant, in form and content acceptable to the City, shall be required as a condition of site plan approval and recorded in the public records of Pinellas County upon issuance of a building permit setting forth the restrictions provided in subsection (c)5 above. In addition, such on-site workforce living accommodation units shall be subject to all procedures and requirements of the hurricane closure and evacuation plan for the temporary lodging facility.~~

(d)c) **Height Standards, Restrictions and Limitations.** Height standards, restrictions and limitations are:

1. Established in response to the residents':
 - a. Strong objection to the potential for overdevelopment of the community that could create a dense urban high-rise City;
 - b. Strong desire to restrict height increases generally to the minimum necessary to implement the desired redevelopment goals, objectives and policies; and
 - c. Strong desire to prohibit high-rise residential development throughout the City, particularly along the Gulf beaches.

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2. Intended to preserve the City's heritage of quality residential living complemented by resorts and supported by a tourist-based economy in acknowledgement of the following:
 - a. That a significant number of high-rise residential condominiums exceeding ten (10) stories in height exist from just north of 38th Avenue northward to the northernmost boundary of the City abutting Treasure Island; and
 - b. That a substantial majority of residents desire to prohibit more such high-rise residential condominiums that do not contribute to maintaining the diverse tourist-based economy of the City and will potentially "privatize" our local beaches and waterfronts by denying public access and views to the water; and
 - c. That socio-economic needs support:
 - (i) Increased building height for large-scale resort redevelopment only.
 - (ii) Limited height increases for small-scale resort redevelopment, boutique hotels, and Upham Beach Village motels.
3. Defined and described in each character district to promote the preservation of the City's diverse residential resort community by allowing the redevelopment of existing temporary lodging uses throughout the areas of the City that have traditionally provided such resort and temporary lodging facilities because:
 - a. Socio-economic needs support limited height increases for mixed use development projects in a few select core commercial areas within the Community Redevelopment District including the Dolphin Village Shopping Center and the east and west ends of Corey Avenue to anchor the Corey Avenue main street that will act as a catalyst for revitalization of the City's historic downtown area; and
 - b. Socio-economic reasons at this time support discouraging or strictly limiting height increases in the City's land development regulations, including prohibiting variances for increased height for residential condominium development.
4. Established in the Community Redevelopment District to:
 - a. Acknowledge the residents' objections and desires as well as existing conditions and the socio-economic needs of the community as set forth above to promote and support the future sustainability of a quality residential and resort community;
 - b. Provide that only certain height increases will be allowed and are limited both in actual height as well as select core areas within only 5 of the 11 character districts that represent approximately 8.5 % of the total land area of the City;
 - c. Provide the necessary catalyst for quality reinvestment of these core areas that will enhance the overall value and opportunity for reinvestment by residents, local retail, hotel and motel owners, and investors alike;
 - d. Selectively target those limited areas that will minimize or avoid any encroachment upon existing residential neighborhoods and provide maximum protection and opportunity for compatibility with existing uses; and
 - e. Selectively targets only those uses that contribute significantly to our local economy and quality of life.
5. Specified in each character district within the Community Redevelopment District and shall be:
 - a. Consistent with and allow the implementation of the redevelopment strategy for the respective types of uses provided for in each character district; and
 - b. Subject to the height limitations contained in the City's LDC.

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6. Established in each character district:
 - ~~a. It is the express intent of this amendment to the Future Land Use Element of the Comprehensive Plan designating a Special Area Community Redevelopment District designation, to establish such height standards not as a recommendation, but rather as a to set a mandatory maximum height for each type of use within each character district within the Community Redevelopment District that shall be adopted by Ordinance of the City Commission amending its LDC. These height standards are mandatory only for the purposes of establishing maximum permissible heights in both the Comprehensive Plan and the LDC and shall not be construed as requiring that a developer build the maximum height allowed, only that they may build up to, but not exceed, the maximum height for each use as established in each character district.~~
 - ~~b. The height standards established for each use within each character district within the Community Redevelopment District have generally been determined to be the minimum necessary to implement an effective redevelopment strategy as contemplated herein for each character district and for the Community Redevelopment District as a whole.~~
 - ~~c. It is expressly intended, and shall be construed that any increases to the maximum height in each character district shall be governed by procedures established in Florida Statutes for amendments to the adopted comprehensive plan.~~
- ~~7. Any increases to the maximum allowable height, including by variance, established for each use in each character district within the entire Community Redevelopment District shall be prohibited unless approved by voter referendum, if required by the City Charter.~~
- ~~8. Variances to increase the maximum height allowed for any use or structure shall be prohibited.~~
- (ed) **Public Safety Standards.** Shall be required, implemented and updated as necessary in the City Land Development and Building Codes to provide the maximum flood, hurricane and tropical cyclone protection and mitigation; and further, to proactively improve public safety and emergency procedures in the event of a natural disaster with particular emphasis on emergency evacuation plans and procedures. All new construction shall comply with Federal Emergency Management Agency and National Flood Insurance Program rules and regulations as may be further restricted by local rules, regulations, ordinances, building codes or other governing laws. All temporary lodging uses shall comply with closure and evacuation procedures in accordance with State, County and local rules.
- (fe) **Traffic Generation Characteristics.** The Comprehensive Plan standard for the purpose of calculating typical traffic impacts relative to a plan amendment for this land use category shall be based upon the actual mix and intensity of land use proposed in the Community Redevelopment District plan map area and represents the maximum trip generation rate potential, calculated by using the appropriate traffic generation characteristics for each corresponding category of land use, adjusted to account for proposed density/intensity of said land use. Actual implementation of the comprehensive plan will not result in the maximum potential densities and intensities permitted herein. Actual implementation of land development regulations on a project by project basis will require transportation management plans and strategies. As a result, the maximum trip generation rate calculated under the maximum potential build out under this plan will further be reduced.
- (gf) **Infrastructure Systems & Facilities Characteristics and Standards.**
 1. **Major findings:**
 - a. Generally, with few exceptions, the design and materials of existing potable water, sanitary sewer, and storm water within the designated CRD are characteristic of 40-50 year old facilities.
 - b. That new development and redevelopment will create additional impacts on existing and future infrastructure systems and facilities.

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- c. There is a need to continue to modernize and improve infrastructure, maintain or improve levels of service provided to residents and visitors, including safety and aesthetic improvements, where practical and feasible.
 - d. Physical constraints, as well as safety and aesthetic considerations affecting the feasibility and practicality of widening existing roads, require a greater emphasis on increasing mobility through strategies that do not involve road expansion and include alternative mobility strategies.
 - e. That used on its own, an established letter grade system for measuring levels of service on roadways which is based primarily on travel speed, can be misleading as an indicator of roadway performance. Roadway congestion and duration of congestion also need to be considered to more accurately assess roadway performance.
 - f. Escalating cost of right-of-way is cost-prohibitive.
2. **Concurrency Management System and Transportation Management Plan Requirements:**
- a. **Concurrency Statement.** All new development or redevelopment that increases density or intensity shall be required to prepare and submit a Concurrency Management Statement to the City, at its sole expense, to determine the sufficiency of capacity and any potential adverse impacts or degradation of the levels of service below acceptable levels established by the City or County, as applicable, on existing or future infrastructure systems and facilities except transportation which shall be required to submit a Transportation Management Plan. At a minimum, Concurrency Management Statement(s) shall be submitted for the following:
 - (i) Potable water;
 - (ii) Sanitary sewer;
 - (iii) Solid waste;
 - (iiiiv) Transportation facilities;
 - (v) Stormwater
 - (vi) Parks and recreation facilities (for residential development only); and
 - (vii) Educational facilities (for residential development only).
 - b. **Infrastructure Study.** An infrastructure study ~~may~~ shall be required on one or more of the above-listed systems or facilities to determine the extent of any degradation of the infrastructure below the adopted levels of service ~~caused by increases in density or intensity of use on the development site unless determined to be unnecessary by the City's Technical Review Committee based on an evaluation of potential impact relative to the nature, size, type, and location of the proposed development project or land use amendment application.~~ Mitigation fees and/or physical or operational improvements determined to be reasonably required and in proportion to the impacts caused by the increased density and ~~density~~ intensity of new development, in consideration of the long-term concurrency management plan of the local government who owns and operates the facility or system, shall be ~~a condition of site plan approval~~ stipulated as conditions of approval as part of the development order. The Technical Review Committee shall document its findings pertaining to its review.
 - c. **Transportation Management Plan.** All new development, excluding single-family and duplex residential, shall be required to prepare and submit a Transportation Management Plan (TMP) to the City, at its sole expense, to determine the extent of the impacts on existing transportation systems based upon adopted levels of service and concurrency management standards to address impacts caused by any increases to density or intensity on the development site. The TMP shall determine any necessary physical or operational improvements, alternatives and other mitigation strategies that can be implemented to maintain the adopted levels of service and address a long- term concurrency management

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program. A TMP that includes one or more strategies to reduce external trip generation, improve traffic flow, reduce Greenhouse gas emissions, and/or emphasizes safe and comfortable pedestrian, bicycle and mass transit mobility, will be required. TMP strategies may include, but are not limited to:

- (i) Physical and operational improvements.
 - (ii) Expanding and improving mass transit and trolley stops with amenities that provide protection from sun and rain and are aesthetically pleasing to encourage increased mass transit/trolley rider-ship.
 - (iii) Employer-sponsored employee ridesharing and vanpooling programs.
 - (iv) Employer-subsidized mass transit passes for employees.
 - (v) Implementation of a temporary lodging shuttle service to the Tampa International and St. Petersburg/Clearwater Airports shall be mandatory for all Large-scale temporary lodging uses and encouraged for all other temporary lodging uses. Shuttle service to area attractions, parks and entertainment venues may be included as part of a TMP but shall not be required. Shuttle services for guests of temporary lodging facilities may be operated for one resort or as part of a shared shuttle service program with participating member resorts.
 - (vi) Bicycle and/or segway rental or complimentary programs for temporary lodging guests.
 - (vii) Provision of on-site pedestrian and bicycle linkages to external pathways to expand, improve and enhance a safe, continuous pedestrian, bicycle and segway network throughout the City.
 - (viii) Expansion, improvement or enhancement of off-site bike/segway lanes and sidewalks to form a continuous safe and comfortable network Citywide.
 - (ix) On-site secured bicycle storage areas.
 - (x) Additional tree canopy adjacent to sidewalks to provide shade and comfort to the pedestrian that will increase pedestrian mobility.
 - (xi) Pedestrian-scale decorative street lighting and street furniture along pedestrian pathways to create a safe and comfortable experience to encourage pedestrian mobility.
 - (xii) Monetary contributions towards a City-owned and operated Looper Trolley fleet operated solely within the City limits and fueled by alternative fuels or electrically-charged batteries.
 - ~~(xiii) Construction or monetary contributions towards a Gulf Beach Boardwalk, should the City pursue a beach boardwalk or trail.~~
 - (xiv) Construction of crosswalks and related crosswalk features that facilitate safe movement across roadways.
 - (xv) Dedication of easements for pedestrian and non-motorized pathways.
 - (xvi) Right-of-way donation for turn lanes and/or wider bike/segway lanes.
 - (xvii) Construction or monetary contributions towards a pedestrian bridge over Gulf Boulevard linking major activity areas.
- d. **Governing laws.** Mitigation or elimination of impacts shall comply with applicable State, County and City concurrency and proportionate share requirements, and shall also implement the goals, objectives and policies of the redevelopment and character district where the development is located.

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- (h) **Transportation Concurrency Management Standard for Large-scale Temporary Lodging Development.** In accordance with the Countywide transportation concurrency management rules and regulations, each project developed or redeveloped within the Community Redevelopment District shall be consistent with the Metropolitan Planning Organization's (MPO) countywide approach to the application of a concurrency management system and implementation of a Transportation Management Plan requirement and shall:
1. Recognize standard data sources as established by the MPO;
 2. Identify level of service (LOS) standards for state and county roads as established by the MPO;
 3. Utilize the proportionate fair share requirements consistent with Ch. 163, F.S., and the MPO model ordinance;
 4. Utilize the MPO Traffic Impact Study Methodology; and
 5. Recognize the MPO designation of "Constrained Facilities" as set forth in the most current MPO Annual Level of Service Report.
- (i) **Environmental and Conservation Standards.** The City shall amend its LDC to provide minimum Green building and development standards. All development, redevelopment and major renovation projects shall be required to meet a minimum of two Green building and development standards that will be established by the City in the LDC and shall be strongly encouraged to implement Green practices in building and site design that exceed the minimum standards. All development shall be encouraged to utilize fixtures, equipment and best practices in water, energy and waste efficiency standards during and after construction is completed to support the City goal of becoming the first Coastal Green City in Pinellas County. In addition, the City shall amend its LDC, Building Code, application procedures and processes, as applicable and appropriate, to implement a pilot Green practices incentive program in accordance with GOAL 1 of the overall Future Land Use Element and Goal 3 above and Section (j)3 below of this Community Redevelopment District Future Land Use Element.
- (j) **Community Involvement.** A minimum of one (1) community meeting shall be held at least thirty (30) days prior to submitting an application for administrative approval of a development or redevelopment site plan proposed to be built within the Community Redevelopment District. Single family homes, duplexes and projects less than ½ acre in size, may, but shall not be required, to host a community meeting. The purpose of the community meeting shall be to present the development project site plan to interested City residents and business owners, answer questions and solicit comments. All attendees shall be given at least three minutes to comment or ask questions on the subject matter under consideration. The public shall be allowed to take notes and video record the community meeting. A sign-in sheet and comment cards shall be provided to all attendees and a copy shall be provided to the City Clerk within three (3) days of the meeting. At least one City Staff person from the Community Development Services Department shall attend the community meeting. The City shall consider the written comments submitted by attendees during its administrative site plan review process, and may implement such public comment as appropriate that are consistent with and not contrary to law and local land development regulations, and are in the best interests of the public health, safety and welfare of the community.

Densities Reserved for the Community Redevelopment District

- (a) **Coastal High Hazard Limitations.** State, County and local laws discourage an increase to the overall density within the City limits as a result of the State designation of the City as a Coastal High Hazard community. The following reserves are restricted to ensure that the overall density in the Community Redevelopment District and the City is not increased.
- (b) **Residential Unit Reserves ("RU Reserve").** RU Reserves are established for the following three designated character districts in accordance with each district's specific redevelopment plan:
- Downtown Core Residential District for two (2) units per acre for a total of 23 reserved residential units.

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- Commercial Corridor Blind Pass Road District for three (3) units per acre for a total of 22 reserved residential units.
 - Commercial Corridor Gulf Boulevard District for three (3) units per acre for a total of 64 reserved residential units.
1. **Purpose and Intent.** The purpose of the RU Reserve in any character district where such a reserve is established is to balance the need for redevelopment in certain diverse neighborhoods of the community against a strong desire not overdevelop these same neighborhoods in acknowledgement of the conditions set forth in sections (b)2 and (b)3 below.
 2. **Existing Physical & Economic Conditions.** There are two primarily commercial character districts and one mixed residential/temporary lodging use character districts where the RU Reserve will be established. The following describes their respective existing conditions:
 - a. The Downtown Core Residential is a very diverse neighborhood with residential and non-residential uses, including a mix of housing types ranging from single family to higher density aging multi-family apartment complexes and temporary lodging densities.
 - b. The two Commercial Corridor districts, one located on the south end of Blind Pass Road and the other located at the north end of Gulf Boulevard have narrow lot depths abutting residential neighborhoods that need redevelopment in a manner that will be more compatible with the residential neighborhoods located behind these character districts.
 - c. Several of the aging apartment complexes have already been or may be converted to condominium ownership at higher densities than allowed by current land development regulations if the existing regulatory scheme is not updated to encourage redevelopment in lieu of remodeling that does not require compliance with current building, safety, FEMA and LDCs and regulations.
 3. **Consequences of Existing Built Densities that Exceed Densities Allowed under Current LDC are:**
 - a. **Maintenance and repair only.** Aging properties are maintained, repaired and at best cosmetically remodeled and renovated instead of rebuilt to current site design, building code and FEMA regulations. This consequence impedes the City's ability to improve overall public safety through the implementation of current building codes and FEMA flood regulations, as well as improve the overall quality of life of its residents through the implementation of more stringent site and building design standards.
 - b. **Decline in Material Reinvestment.** If current safety, building, flood protection and design standards cannot be implemented because landowners find it more economically viable to remodel than to rebuild to current standards, these diverse neighborhoods will continue to see a decline in reinvestment, property value and overall quality of life from a public safety, building safety, aesthetic, and environmental perspective.
 4. **Implementation of RU Reserves in Three Character Districts.**
 - a. **FLUE Implementation.** The maximum permitted residential density for land designated in Future Land Use Plan and Map is as follows:
 - (i) Commercial Corridor Gulf Boulevard District and the Commercial Corridor Blind Pass Road District shall be fifteen (15) residential units per acre without further need to amend this Future Land Use Plan and Map.
 - (ii) Downtown Core Residential District shall be twelve (12) residential units per acre without further need to amend this Future Land Use Plan and Map.
 - b. **LDC Implementation.** Future City Commissions may increase the residential density permitted in each of the three character districts as established immediately above by amending the land development regulations, but only if such increase is determined necessary by a future City Commission based upon available data and analysis.

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- (c) **General Residential Unit "RU" Density Pool Reserve.** is established for the entire Community Redevelopment District by reducing the previously allowed maximum residential density of 18 dwelling units per acre in the Large Resort character district by three dwelling units per acre to a maximum of 15 dwelling units per acre over the entire 65.16 acres. The total residential density reduction in the Large Resort district equals 195 residential dwelling units.
1. **Purpose and intent.** For the same purposes stated in Section 3 above relating to residential reserves for specific character districts, these 195 residential units previously permitted in the Large Resort character district shall be reserved for future use within the CRD, as may be necessary and warranted.
 2. **FLUE Implementation.** 195 residential dwelling units shall automatically become available as a residential density reserve for any property located within the boundaries of the Community Redevelopment District that permits residential use without further need to amend this Future Land Use Plan and Map.
 3. **LDC Implementation.** Future City Commissions may implement the residential density pool through the LDC with proper allocation procedures and absolute density limitations to ensure that the cumulative total of allocations does not exceed the available reserve density.

Other Standards for the Community Redevelopment District (CRD)

Shall include the following:

- (a) **Countywide Amendment CRP Approval.** The utilization of this Comprehensive Plan Future Land Use Element land use plan category and corresponding Future Land Use Map change to provide for a Community Redevelopment District shall require the subject area to be formally designated as a community or neighborhood redevelopment area and a special area plan. Thereafter, the process for the Countywide Future Land Use Plan amendment to employ or alter this land use plan category shall require recommendation by the Pinellas Planning Council and approval by the Countywide Planning Authority for the special area plan and any substantive amendments thereto. Minor plan changes that are not considered substantive shall not constitute an amendment to the Future Land Use Plan, and shall be submitted to the Pinellas Planning Council and the Countywide Planning Authority for receipt and acceptance. Where such comprehensive plan amendment is prepared pursuant to Chapter 163, Part III, F.S. all applicable provisions of that process will be complied with prior to or simultaneous with the review of the Community Redevelopment Plan under the Countywide Rules.
- (b) **Countywide Amendment CRP Content/Criteria.** The Community Redevelopment Special Area Plan prepared in support of this land use plan category and amendment to the City's Comprehensive Plan Future Land Use Element and Future Land Use Map shall include at a minimum that information for such special area designation determined necessary by the Pinellas Planning Council to evaluate the proposed amendment in relationship to the policies of the Countywide Future Land Use Plan, the assessment of infrastructure impacts and the adequacy of provision therefore and the relationship of the proposed special area plan to the Countywide Future Land Use Plan and affected local government plans.
- (c) **Review and Approval of Conditional Uses.** In order to ensure compatibility with adjoining existing uses, to fully evaluate impact on the City's infrastructure, and to ensure the entire development project meets City standards, the City shall amend its Land Development Code to require conditional use approval subject to quasi-judicial public hearings before the Planning Board and City Commission, for any temporary lodging use in the Community Redevelopment District proposed to have a building height greater than fifty (50) feet or a density greater than 30 temporary lodging units per acre as may be allowed by this plan and the City's Land Development Code. This review process shall include, but not be limited to, considerations of:
 - Utility infrastructure, including sanitary sewer, reclaimed water, potable water electric, fire, law enforcement, and natural gas services, and data transmission and telecommunications services;

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- Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;
- Hydrological features and storm water management infrastructure;
- Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;
- Site landscaping, open space provision and impervious surface limitations;
- Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;
- Fire suppression and facility security;
- Emergency management and hurricane evacuation provisions.
- The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
- The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

C. Gulf Boulevard Redevelopment District

FOOTNOTE(S):

—()—

~~Providing on-site affordable housing or worker living accommodations shall neither be calculated as part of any density permitted nor shall it entitle the landowner or developer to any density bonuses; however, such accommodations shall be eligible for affordable housing mitigation fee credits and shall not be subject to any General or Large Resort Affordable Housing Mitigation requirements adopted by the City or County. In addition, any such workforce living accommodations shall also be subject to the same legally enforceable closure and evacuation plan required for all temporary lodging uses pursuant to the LDC.~~

General Provisions

- (a) **Location and Character.** The Gulf Boulevard Redevelopment District contains approximately 148.20 acres of land shown on Map 2. This District represents approximately 11.5% of the total land area of the City.
- (b) **Purpose and Intent; Redevelopment Incentives & Deterrents.** This District is one of two core redevelopment districts and this District is designed to:
 1. Encourage revitalization and redevelopment of primarily:
 - (i) Temporary lodging uses -resorts, hotels, resort condominiums and boutique hotels on the west side of Gulf Boulevard; and
 - (ii) Commercial and mixed-use retail/residential projects on the east side of Gulf Boulevard with an emphasis on the central core Activity Center character district.
 2. Discourage residential condominium development on the west side of Gulf Boulevard.

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3. Prohibit exclusive residential use projects exceeding current height and density restrictions contained within the City's LDC, ~~as may be amended from time to time in accordance with the City Charter.~~

Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District

GOAL 1:

Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

Objective 1.1

All development and redevelopment within the Gulf Boulevard Redevelopment District shall further the goals, objectives and policies of the Community Redevelopment District, this District and each character district within which development occurs; and shall comply with the design guidelines and the applicable land development regulations for the respective character district.

Objective 1.2

High-rise residential condominium projects in the Gulf Boulevard Redevelopment District are prohibited along the Gulf beaches and intracoastal waterways by prohibiting height and density increases for exclusively residential uses on Gulf Boulevard.

Objective 1.3

~~A variety of incentives shall be available to encourage commercial and temporary lodging development in the Gulf Boulevard Redevelopment District, with particular emphasis on redeveloping temporary lodging uses on the west side of Gulf Boulevard along the Gulf beaches; and redeveloping appropriate commercial and residential uses on the east side of Gulf Boulevard.~~

Objective 1.43

The Gulf Boulevard Redevelopment District shall maintain, and where practical, expand parks and recreational activities, including waterfront recreation that serves residents and visitors.

Objective 1.54

The Gulf Boulevard Redevelopment District shall be a safe environment for both residents and visitors, and real and perceived public safety issues will be addressed including improved lighting, improved pedestrian circulation on the east and west sides of Gulf Boulevard and crossing Gulf Boulevard, improved bicycle lanes for safer circulation for all modes of non-vehicular transportation, and shall consider traffic flow devices and improvements to assist in daily traffic flow and emergency evacuation.

Objective 1.65

The City shall recognize the unique features of Gulf Boulevard and shall implement the Gulf Boulevard Improvement Program or develop a Master Boulevard plan that promotes uniform beautification landscape standards, provides a pedestrian and bicyclist-friendly and safe environment that minimizes pedestrian-vehicular conflict and bicycle-vehicular conflict.

Objective 1.76

Public beach access will be preserved and expanded through redevelopment of temporary lodging uses.

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Objective 1.87

All new building construction shall comply with current Building and Safety Codes, FEMA and National Flood Insurance program regulations to maximize protection of the City's built infrastructure from all manner of hazards, natural disasters and flooding. The City shall ensure compliance not only through the building permit process but through Code Enforcement and inspections as necessary to maintain the highest FEMA rating achievable for a coastal barrier island.

Objective 1.98

The City shall recognize the importance of temporary lodging uses and public beach access to its residents and visitors in preserving and maintaining its socio-economic quality of life; and further, the City recognizes that additional high-rise residential development along the Gulf beaches is not desirable and not in keeping with the City and its residents' desire to preserve and expand public beach access and temporary lodging uses that if lost, and replaced with high-rise residential uses, will adversely impact the City's tourism-based economy; and as a result, such high rise residential development shall be discouraged throughout the Gulf Boulevard Redevelopment District and shall not be allowed to exceed current height limitations of five stories over parking for exclusively multi-family residential use projects in the Gulf Boulevard Redevelopment District.

GOAL 2:

Create a quality livable community where people and vehicles can circulate in the Gulf Boulevard Redevelopment District area safely, comfortably and efficiently.

Objective 2.1

Gulf Boulevard shall be reclaimed as a functioning local street to the maximum extent permitted by FDOT to operate within the Gulf Boulevard Redevelopment District for vehicular, non-vehicular and pedestrian circulation.

Objective 2.2

Temporary lodging redevelopment shall be required to file an enforceable mandatory closure and evacuation plan that complies with County Emergency evacuation and management procedures and local emergency management rules and procedures, which shall be updated and amended as may be required by the County and/or City, from time to time.

Objective 2.3

A Master Boulevard Plan shall be implemented to enhance the pedestrian and vehicular environment, invite residents and visitors into the Gulf Boulevard Redevelopment core resort area, improve traffic circulation and encourage private reinvestment and investment, subject to FDOT approval.

Objective 2.4

A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District.

Objective 2.5

Large-scale temporary lodging redevelopment shall be required to develop and implement a Transportation Management Plan that includes shuttles to and from the airport and may include shuttles to off-site amenities and attractions, an employee ridesharing or vanpooling program and a guest bicycle program.

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Objective 2.6

Public and private sector development shall create and contribute to pedestrian and bicycle linkages throughout the Gulf Boulevard Redevelopment District for safety, as part of the Green practices initiative to reduce Greenhouse gas emissions.

Objective 2.7

Development of on-site and off-site public parking, as well as additional and enhanced trolley stops, shall be pursued in proximity to public beach access points, pedestrian crosswalks and major retail and entertainment areas.

GOAL 3:

Maintain and improve Gulf Boulevard as a memorable place to be enjoyed by residents and visitors that emphasizes pedestrian mobility, waterfront and Gulf beach access, a quality built environment that focuses on retail services and entertainment.

Objective 3.1

The existing parks shall be improved to provide residents and visitors a memorable experience.

Objective 3.2

Public beach access points will be preserved, expanded and improved through redevelopment and coordinated with pedestrian crosswalks, bike lanes and sidewalks, trolley stops and entrances to major residential neighborhoods on the east side of Gulf Boulevard to the maximum extent practical and feasible.

Objective 3.3

Redevelopment is encouraged to create a vibrant Gulf Boulevard core resort environment containing a variety of building forms and styles of exceptional architectural design and high quality finishes that respect the Gulf Boulevard resort character and heritage, increase Green space, reduce paved surface parking, increase side yard setbacks, increase setbacks from Gulf Boulevard, and provide amenities, retail services, restaurants and waterfront beach bars that serve guests and residents alike.

Policies

Policy 1:

All development shall be consistent with building and site design guidelines and standards that establish the quality of design features expected for renovation, redevelopment and new construction in the Gulf Boulevard Redevelopment District.

Policy 2:

The character of each district shall be reinforced through the site plan review and approval process. Projects shall be consistent with and contribute positively to the vision of the character district in which they are located.

Policy 3:

The design of all projects in the Gulf Boulevard Redevelopment District shall make meaningful contributions to a safe and comfortable pedestrian environment through site and building design, internal connections between adjacent properties, and external connections to and along Gulf Boulevard.

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Policy 4:

On-site overhead utilities shall be placed underground as part of all development projects.

Policy 5:

Utility and sidewalk easements along Gulf Boulevard may be required as part of all development projects if the existing site conditions and redevelopment plans permit the location of such easements that can be integrated into the redevelopment site plan without undue hardship to the property owner. The City may also require the construction of a sidewalk along Gulf Boulevard in a location that can be coordinated with existing off-site sidewalks and integrated with the proposed site plan to provide a continuous safe pedestrian pathways.

Policy 6:

Property owners/developers are encouraged to meet with area neighborhood associations/business groups prior to submitting a major redevelopment project for City review.

Policy 7:

Residential developments shall provide on-site recreational opportunities wherever possible.

Policy 8:

Shared parking for commercial, office and mixed uses shall be accomplished wherever possible.

Policy 9:

All new development and redevelopment shall mitigate potential flood, hurricane and tropical cyclone hazards.

Policy 10:

To improve traffic flow and reduce pedestrian/bicyclist - vehicular conflict, vehicular curb cuts to access Gulf Boulevard shall be minimized, shared access driveways should be pursued, and internal connectivity between adjacent properties should be encouraged, to the practical extent feasible to allow reasonable, adequate and safe ingress and egress to new development.

Policy 11:

A Transportation Management Plan (TMP) shall be required on all development and redevelopment that increases density or intensity of development on a site. Physical and operational improvements and strategies should be considered as part of any project Transportation Management Plan.

Policy 12:

Pedestrian bridges over Gulf Boulevard shall be pursued at critical intersections along Gulf Boulevard to ensure safe and continuous pedestrian linkages between major activity core areas such as Dolphin Village and the County Park/Resort Districts as well as East and West Corey Avenue shopping, business and entertainment districts.

Policy 13:

Increased setbacks from Gulf Boulevard for any building exceeding fifty (50) above based flood elevation.

Policy 14:

~~All new development projects shall contribute their pro rata share to the Community Improvements Fund, as may be required at the time of building permit approval or before~~

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Policy 154:

The assembly of smaller parcels into larger development sites will be encouraged.

Policy 165:

All new development or redevelopment shall be required to obtain administrative site plan approval prior to construction.

Large Resort District (LR)

- (a) **Location and Character.** The Large Resort character district is a 0.9 mile strip of land, illustrated on the Future Land Use Map, containing 65.16 acres of land or approximately 5% of the total land area of the City. This District is devoted almost exclusively to larger resort temporary lodging uses that occupy approximately 84% of the land area within the District. There are five (5) existing high-rise multi-family residential condominiums in the District that likely will not be redeveloped in the foreseeable future. In addition, there are a very limited number of properties along this 0.9 mile strip of Gulf Boulevard that could potentially redevelop as Large-scale temporary lodging uses that may be eligible for increased height and density.
- (b) **Purpose and Intent; Redevelopment Incentives & Deterrents.** Hotel redevelopment is encouraged by increasing permitted density and height for temporary lodging use only. Exclusive residential use development is strongly discouraged by decreasing permitted density and prohibiting any increases to allowable height for this type of use. It is the goal and intent of the City to limit height and density in this District to the minimum that will provide comparatively equal market value between multi-family residential use and temporary lodging use for the reasons discussed below.

Pinellas County has lost 5,000 of its 40,000 hotel rooms and has lost thousands of tourism-related jobs from 2002 -2006. Hundreds of those rooms and jobs were lost here in St. Pete Beach with an imminent risk of losing more that would adversely impact the socio-economic quality of life the City has enjoyed for more than 50 years. Vacancy rates have remained stagnant for several years even with the loss of thousands of hotel rooms. This is a strong indicator that the resort community on St. Pete Beach is losing its market share as a result of aging properties and facilities that cannot compete with other regional, National and global resort destinations despite the fact our beaches are consistently listed within the Top 5 beaches in the Country. The purpose of the Large Resort character district redevelopment plan is to provide an economically feasible choice to pursue resort reinvestment and redevelopment as an alternative to high-rise residential development overtaking the City's Gulf beaches as it has in most other beach communities in the State.

Creating an economically viable commercial reinvestment opportunity instead of a residential redevelopment opportunity will not only stimulate the local economy, it will correct the disproportionate tax burden allocation between commercial and residential properties that exists in 2007. The disproportionate tax burden allocation is a direct result of the lack of commercial reinvestment. Substantial commercial reinvestment has not occurred in the past 25 to 30 years. By contrast, new residential construction and renovation has steadily increased residential property values for the past decade, slowing only recently due to temporary market conditions.

A decline in commercial reinvestment results in a decline in commercial property value. When combined with the increase in residential property values as a result of market conditions and new construction, the overall effect is a disproportionate tax burden shift from the commercial property tax base to the residential property tax base.

In 2007, that local tax revenue is allocated at approximately 88% residential and 12% commercial. As commercial property reinvestment remains stagnant, values will continue to decline and the tax burden shift will become increasingly progressive rather than lineal. This trend must be reversed to re-establish a sustainable and healthy economy or eventually, residents will shoulder nearly 100% of the City's operating and capital costs with no alternative revenue sources except property taxes, special assessments and user fees. Cuts in City services may also result if a shortfall in property tax revenue is

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not otherwise funded. To achieve a balanced and healthy local economy in a City of this size and population, a minimum of 25% of the local tax revenue should be derived from commercial properties. Ideally, for the healthiest economy, approximately 30% to 40% of local tax revenue should be generated by commercial properties while only occupying 15%-20% of the total land area or less. Increased commercial property tax revenue plus sales tax create a long-term stable economy that reduces the tax burden on residents.

To achieve this tax allocation correction and shift a greater tax burden back to commercial properties and away from residents, commercial reinvestment and redevelopment must be encouraged through regulatory means. As a result of the disparate regulatory density scheme between residential condominiums and temporary lodging uses that has existed in the community at least since 2001, there is a significant opportunity to accomplish a tax burden correction simply by adjusting the outdated land development regulations. By increasing density only for temporary lodging use, this will stimulate reinvestment and revitalization of tourist lodging uses and discourage or limit the redevelopment of residential uses. This regulatory correction should rebalance the current disproportionate tax burden on residents by increasing commercial property values, and as a result, increase the percentage share of local tax revenue collected from commercial properties.

This type of redevelopment has several additional advantages over residential condominium development. These advantages include: 1) reduced daily vehicular travel demand; 2) improved evacuation procedures; 3) decreased number of residents needing to evacuate in the event of a hurricane watch or warning; 4) reduced demands on public facilities and services by hotel guests as compared to residents since full service resorts provide most of the services and amenities otherwise needed by a resident; 5) increased assessed property valuations that are not subject to homesteading; 6) increased sales tax that helps fund Penny for Pinellas projects that has included several parks and a portion of the Community Center in St. Pete Beach; and 7) and bed tax revenue paid only by temporary lodging uses that currently is the only source of revenue to provide the local matching funds needed for beach renourishment projects within the City and County.

- (c) **Economic Disparity.** The only way to eliminate all or most of the existing economic disparity between the development of a residential condominium and a temporary lodging use is to level the economic playing field through increased density for hotels only. Many recent studies, including the Opportunities Assessment & Strategies Analysis dated May 2003 prepared by Owen Beitsch, a nationally renowned economist with Real Estate Research Consultants, Inc., found that in today's modern economy there is roughly a 5 or 6: 1 ratio of hotel rooms needed to equal the value of one Gulf front condominium. The existing Comprehensive Plan Resort Facilities Medium land use designation and zoning category provide only a 2:1 ratio of permitted temporary lodging units compared to permitted residential condominium unit density allowed.

For example, the current Resorts Facilities Medium (RFM) land use category permits up to 30 temporary lodging units per acre or up to 18 residential multi-family units per acre. The current zoning regulations allow up to 30 temporary lodging units per acre and up to 15 residential multi-family units per acre. This existing comparative ratio gives a landowner the choice of building only two (2) hotel units for every one (1) residential condo. The existing regulatory choice clearly favors the residential condominium market over the resort hotel market.

Thus, to encourage temporary lodging use redevelopment and simultaneously discouraging multi-family residential development along the Gulf beaches, the density standards approved in 1998 must be updated and modified to synchronize with current market conditions and remove the artificial regulatory barrier to normal cycles of reinvestment and redevelopment pattern experienced over time in any aging community. The regulatory correction needed is density modifications that includes a simultaneous decrease in permitted residential density with an increase in temporary lodging density to create a 5:1 ratio of hotels : residential condominiums.

This density readjustment needed to create economic equilibrium and balance is accomplished by increasing density for exclusive temporary lodging use from 30 units per acre to 50 -75 units per acre at the same time as decreasing the multi-family residential density from 18 units per acre to 15 units per

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acre. The result will provide an economically feasible choice for hotel owners and operators to redevelop as a resort facility as an alternative to selling existing resort properties for redevelopment as a residential condominium project.

- (d) **Nonconforming Densities.** Further exacerbating the economic disparity described above, the existing temporary lodging properties located within the Large Resort District lost approximately 16.5 acres to the City's implementation of the Countywide Preservation designation in 2003. Prior to 2003, those 16.5 acres were calculated by the City for density purposes at thirty (30) temporary lodging units per acre. As a result, 495 potential temporary lodging units were lost after November 2003.

In addition, the reduction of acreage by government regulation for every property abutting the Gulf beaches in 2003 created a significant disconnect between the number of units actually built on the ground as compared to the number of units that are potentially allowed under the current land development regulations. This circumstance is referred to as non-conforming density for a permitted land use.

The existing as-built density on the ground in the Large Resort district averages approximately 50 hotel units per acre, some properties are more, some just slightly less. One hotel property is already over 80 units per acre as it is built today. However, the current land use and zoning classifications only allow thirty (30) units per acre, or roughly 60% or less of the number of units actually built. The result is that every single existing hotel and motel along the west side of Gulf Boulevard has a non-conforming density.

Non-conforming density status prohibits the rebuilding of the existing number of units in the event of a natural disaster, and also precludes or severely limits financing or refinancing needed for reinvestment in these aging properties. Reinvestment into non-conforming properties is not practical or feasible unless a portion of the property is sold off as residential condominiums to raise capital for reinvestment. The non-conforming status of these temporary lodging properties as they continue to age and reach functional obsolescence, only serves to encourage redevelopment as residential condominiums, unless a regulatory remedy is adopted.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground level are equally important for both the street and water side of buildings. Blank wall facades shall be prohibited.

Policy 2:

At least one functional public beach access a minimum of ten (10) feet average width shall be provided on all temporary lodging use development projects if: (a) the buildable site is at least three gross acres in size; and (b) new construction exceeds 67% or more of the total aggregate floor area located on the buildable site; and (c) the buildable site has a westerly boundary abutting the Gulf beaches or is part of an overall unified development that has a westerly boundary abutting the Gulf beaches. Abutting resort owners will be encouraged to combine public beach access on adjacent boundaries in the site plan approval process to maximize the width and meaningful public access to the Gulf beaches wherever possible. Any combined public beach access shall be an average fifteen (15) feet in width. Further, wherever practical and feasible, public beach access will be encouraged and pursued in coordination with trolley stops, crosswalks, bike and pedestrian pathways.

Policy 3:

A functional public beach access may be required that shall not exceed seven (7) feet average width for temporary lodging use redevelopment projects if: (a) new construction is 67% or less but exceeds 50% of the total aggregated floor area located on the buildable site; (b) the site has a westerly property boundary abutting the Gulf beaches; and (c) only if the conditions of site redevelopment permit its location without causing undue hardship on the property owner as a result of existing site conditions that may impede the

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reasonable location of an easement for the public that can be integrated with the overall site development. Abutting resort owners will be encouraged to combine public beach access on adjacent boundaries in the site plan approval process to maximize the width and meaningful public access to the Gulf beaches wherever possible. Further, wherever practical and feasible, public beach access will be encouraged and pursued in coordination with trolley stops, crosswalks, bike and pedestrian pathways.

Policy 4:

Public beach access will be by foot traffic and wheelchair only and shall be directed to marked paths or dune walkovers in order to protect the dune system. Emergency police, fire rescue and lifeguard response vehicles, or bicycles will be allowed access in a manner that minimizes adverse impacts to the dune system to the maximum extent possible.

Policy 5:

All large scale development and redevelopment projects approved under Scenario 2 as defined under Permitted Uses & Standards for this Large Resort character district category ~~may~~ shall be required to provide an easement to the City for ~~a beach boardwalk or trail~~ unimproved public access landward of the mean high water line Gulf ward of the Florida Coastal Construction Control Line in the event the City pursues the development of a beach boardwalk or trail and the location is necessary to provide a continuous, uninterrupted pedestrian beach system along the Gulf of Mexico prior to a building permit being issued.

Policy 6:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be required on the entire building site where any large-scale development or development of an entire site occurs, with particular emphasis on the Gulf Boulevard frontage.

Policy 7:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required for all redevelopment projects that are not redeveloping the entire buildable site for those areas of the development site being redeveloped only; and may be required where practical and feasible on the remainder of the development site if new construction exceeds 50% of the total buildable site area; all with particular emphasis on the Gulf Boulevard frontage. All landscape design including the type and quantity of plant material as well as hardscape design, shall be of exceptional quality and consistent with the character and vision of a high quality tropical resort destination.

Policy 8:

Temporary lodging facilities shall comply with all County and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents in Zone A.

Policy 9:

All temporary lodging uses shall comply with adopted City rules and regulations that ensure that projects approved as temporary lodging facilities are built, function, operate and are occupied exclusively as temporary lodging uses.

Permitted Uses & Standards

- (a) **Primary uses** - Temporary lodging uses - hotel, motel, resort condominium; medium density multi-family residential.
- (b) **Secondary uses** - Commercial and office; provided, however, any commercial and/or office use on property located within one-hundred and fifty (150) feet of the westerly right-of-way line of Gulf

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Boulevard may be under separate ownership from the primary use when approved by the City as part of an overall site plan incorporating the primary and secondary uses as an integrated project.

- (c) **Density/Intensity and Height Standards** - Density and intensity shall be calculated on the basis of those portions of the site which are landward of the Florida Coastal Construction Control Line and shall be permitted as follows:

- A. **Scenario 1:** Existing development, and all development that does not qualify as Large-scale development under subsection B. Scenario 2 below:

1. **Density** - shall not exceed the following:
 - a. 50 temporary lodging units per acre; or
 - b. 15 residential dwelling units per acre; and
 - c. Variances to exceed the maximum density above as established in this Future Land Use Plan shall be prohibited.
2. **Intensity Standards for Temporary Lodging Use** - shall include indoor amenities and shall exclude structured parking, ~~any on-site affordable housing or worker living accommodations²~~ and outdoor amenities including but not limited to tennis courts, pools, and the like. The floor area ratio for Scenario 1 shall not exceed the following: ¹
 - a. 1.8 floor area ratio; and
 - b. Shall not include additional floor area for freestanding non-residential facilities; and
 - c. Variances to exceed the maximum floor area ratio above as established in this Future Land Use Plan shall be prohibited.
3. ~~**Height** - shall not exceed, but shall be permitted up to the following, subject to height limitations contained in the City's LDC:~~
 - a. ~~One hundred (100) feet above base flood elevation, inclusive of structured parking, for any building that exclusively contains only temporary lodging uses; or~~
 - b. ~~Fifty (50) feet above base flood elevation for any building containing temporary lodging and residential dwelling units; or~~
 - c. ~~Fifty (50) feet above base flood elevation for any building containing residential dwelling units only; and~~
 - d. ~~Variances to increase the height above shall be prohibited unless approved by voter referendum, if required by the City Charter.~~

- B. **Scenario 2 Large-scale Development:** shall mean development of a parcel that is at least three gross acres in size or greater ~~and provided that new construction exceeds sixty-seven percent (67%) of the combined aggregate floor area of new and existing principal buildings and accessory structures that constitute the entire unified development scheme on the buildable site.~~

1. **Density** - shall not exceed the following:
 - a. 75 temporary lodging units per acre ~~excluding any affordable housing density bonus; or~~
 - b. 15 residential units per acre; or
 - c. A combination of residential and temporary lodging units which shall be prorated on an acreage basis allocated to each use, provided that a minimum of 200 temporary lodging units are provided; and
 - d. Variances to exceed the maximum density above as established in this Future Land Use Plan shall be prohibited.

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2. **Intensity Standards for Temporary Lodging Use** - shall include indoor amenities and shall exclude ~~on-site affordable housing or workforce living accommodations~~, structured parking and outdoor amenities including but not limited to tennis courts, pools and the like. The maximum floor area ratio for Scenario 2 shall not exceed the following:
 - a. 2.6 floor area ratio; and
 - b. As a bonus, street level retail and restaurant uses facing Gulf Boulevard that are accessible by pedestrians along Gulf Boulevard and serve the general public, may be constructed but shall not exceed an additional floor area ratio of 0.15 of the building site; and
 - c. The preceding intensities may include the normal ancillary residential for on-site security, maintenance and management, and normal ancillary non-residential guest facilities; and
 - d. Variances to exceed the maximum floor area ratio above as established in this Future Land Use Plan shall be prohibited.
 3. ~~**Height** shall not exceed, but shall be permitted up to the following, subject to any height limitations contained in the City's LDC:~~
 - a. ~~One hundred forty six (146) feet above base flood elevation, inclusive of structured parking, for any building exclusively contains only temporary lodging uses as part of a Large-scale Development project; or~~
 - b. ~~Fifty (50) feet above base flood elevation, inclusive of structured parking, for any building containing multi-family residential units combined with temporary lodging units; or~~
 - c. ~~Fifty (50) feet above base flood elevation, for any buildings containing residential dwelling units only; and~~
 - d. ~~Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Large Resort character district shall be prohibited unless approved by voter referendum, if required by the City Charter.~~
 4. **Impervious Surface Ratio Standards.** In both Scenarios 1 and 2, the maximum impervious surface ratio shall not exceed:
 - a. 0.85 for temporary lodging uses only;
 - b. 0.70 for residential use only; and
 - c. A combination of residential and temporary lodging units not to exceed the floor area ratio for each use set forth above, which shall be prorated on an acreage basis allocated to each use, and
 - d. Variances to exceed the maximum impervious surface ratios above as established in this Future Land Use Plan shall be prohibited.
- (d) **Height Standards** –The maximum building height for each use within the Large Resort (LR) District shall not exceed:
- A. Residential use only, any temporary lodging use mixed with residential in same building. Building height shall not exceed 50 feet.
 - B. Any temporary lodging or commercial use building located within 200 feet of a property occupied by an existing residential use located outside the Community Redevelopment District. Building height shall not exceed 50 feet or the height of the adjacent residential building located outside the Community Redevelopment District, whichever is greater.

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- C. Temporary lodging use only. Building height shall not exceed 116 feet not including any decorative features or rooftop amenities extending twelve feet or less in height above the roof line.
 - D. Any variance to increase the maximum height for each type of use set forth above for this Large Resort character district shall be prohibited.
 - E. Building height for the above uses shall be measured in accordance with the "height" definition as set forth under the definition section of the Special Designation – Community Redevelopment District in this plan.
- (e) **Setback Standards** – Any new building construction or building addition within the Large Resort (LR) District shall comply with the following setbacks:
- A. Front Yard. The minimum front yard setback for buildings 50 feet in height or lower shall be 25 feet. The minimum front yard setback for that portion of a building rising above 50 feet in height shall be equal to the height of the building unless a lesser setback is approved by the City through the conditional use process to provide for increased compatibility with adjoining properties.
 - B. Side Yards. The minimum side yard setback shall equal ten (10) percent of the lot width of the subject property, or thirty (30) feet on one side, whichever is less, not to exceed sixty (60) feet combined for both setbacks. Provided, however, when the subject property is adjacent to an existing residential use located outside the Large Resort District, the minimum side yard setback shall equal twenty (20) percent of the lot width of the subject property or 60 feet, whichever is less, provided that in no event shall the setback be less than 30 feet, for that side yard abutting the existing residential use. The City Commission may increase the minimum side yard setback for that portion of a proposed building rising above 50 feet in height when determined to be in the public interest upon evaluating a conditional use permit request.
 - C. Rear Yard. For non-waterfront parcels, the minimum rear yard setback shall be 20 feet. For waterfront parcels, the minimum rear yard setback shall be the Florida Coastal Construction Control Line, provided, however, when the subject property is adjacent to an existing residential use located outside the Large Resort District, the minimum rear yard setback shall be increased as follows:
 - 1. 50 feet landward of the Florida Coastal Construction Control Line or in alignment with the existing rear yard setback of the adjacent residential use, whichever is less, for buildings 50 feet in height or lower.
 - 2. 50 feet landward of the Florida Coastal Construction Control Line plus an additional one-half foot of rear yard setback for every one-foot in building height for that portion of the building above 50 feet.
- (f) **Required Buffering** – New construction of a temporary lodging use that exceeds 50 feet in building height or adjoins an existing residential property located outside the Large Resort District shall provide a minimum 30 foot wide landscape buffer along the entire length of a required side yard with the specific landscape plan to be reviewed and approved as part of the conditional use permitting process. The landscape buffer may contain any required public access to the beach, but no accessory uses. New construction of a temporary lodging use adjoining an existing residential property located outside the Large Resort District shall include the same buffer for rear yard along the adjoining residential property line, if applicable. The City Commission may reduce the width of the required buffer by up to 50 percent based upon its design and compatibility review of the project and any superior alternatives presented unless it adjoins an existing residential use located outside the Large Resort District, in which case there shall be no reduction to the required buffer width.

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Boutique Hotel/Condo District (B-HC)

- (a) **Location and Character.** The Boutique Hotel/Condo District contains 22.5 acres and less than 2% of the total land area of the City. This District is illustrated on the Future Land Use Map. Several multi-family residential condominiums exist and several more are currently under construction or have been recently constructed in this District. It is anticipated that only approximately two or three boutique hotel projects potentially could be developed or redeveloped in the Boutique Hotel/Condo District that will qualify for increased height and density under this proposed plan and map amendment.
- (b) *Purpose and Intent; Redevelopment Incentives & Deterrents.* The following policies shall govern development and redevelopment in the Boutique Hotel/Condo District and are intended to preserve the remaining inventory of Boutique Hotels to the maximum extent possible within this District by increasing density for temporary lodging uses and prohibiting height and density increases for residential condominium development.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground levels are equally important for both the street and waterside of buildings. Blank wall facades shall be prohibited.

Policy 2.1:

At least one functional public beach access a minimum of seven (7) feet average width shall be provided on all new development projects that redevelop more than 75% of the buildable site unless a hardship exists resulting from a property width that is less than 150 feet.

Policy 2.2:

Public beach access will be by foot traffic and wheelchair only and shall be directed to marked paths or dune walkovers in order to protect the dune system. Emergency police, fire rescue and lifeguard response vehicles, or bicycles will be allowed access in a manner that minimizes adverse impacts to the dune system to the maximum extent possible.

Policy 3:

All development and redevelopment projects may be required to provide an easement to the City for a ~~beach boardwalk or trail~~ unimproved public access landward of the mean high water line ~~Gulf ward of the Florida Coastal Construction Control Line in the event the City pursues the development of a beach boardwalk or trail and the location is necessary~~ to provide a continuous, uninterrupted pedestrian beach system.

Policy 4:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site for new development that exceeds 75% of the buildable site, with particular emphasis on the Gulf Boulevard frontage and screening from any adjacent low-rise residential use that may include landscaping and privacy walls. Landscape design, including the type and quantity of plant material as well as creative tropical hardscape designs, shall be consistent with the quality and character of a high quality tropical resort destination.

Policy 5:

Increased building setbacks from Gulf Boulevard shall be required for increases to building height allowed for temporary lodging uses.

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Policy 6:

Temporary lodging uses shall comply with all County and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents in Zone A.

Policy 7:

All temporary lodging uses shall comply with adopted City rules and regulations that ensure that projects approved as temporary lodging facilities are built, function, operate and are occupied exclusively as temporary lodging uses.

Permitted Uses and Standards

- (a) **Primary uses** - Temporary lodging use - hotel, motel, resort condominium; medium density residential.
- (b) **Secondary uses** - None.
- (c) **Density/Intensity and Height Standards** - shall be calculated on the basis of those portions of the site which are landward of the Florida Coastal Construction Control Line and shall be permitted as follows:
 - 1. **Density** - Shall not exceed the following:
 - a. 50 temporary lodging units per acre unless approved by ordinance of the City Commission to provide additional temporary lodging units from the TLU Density Pool established below; or
 - b. 18 residential units per acre; and
 - c. Any increases to temporary lodging unit density is subject to the restrictions and limitations in Section (2) below - Temporary Lodging Unit Reserve; and
 - d. Variances to exceed the maximum residential density above as established in the Future Land Use Plan shall be prohibited.
 - 2. **Temporary Lodging Unit Density Pool ("TLU Density Pool")** - The City shall establish a TLU Density Pool not to exceed a total of 125 units for the entire Boutique Hotel/Condo district and the following shall govern the allocation of density from the TLU Density Pool:
 - a. The TLU Density Pool shall be allocated to individual projects by ordinance of the City Commission upon request of an individual property owner; and
 - b. Such allocation may be up to but shall not exceed twenty (20) temporary lodging units per acre and further, the cumulative allocation shall not exceed sixty (60) units per development project; and
 - c. The number of available temporary lodging units remaining after such project allocation shall be specified in each City Commission ordinance allocating such units and each such ordinance shall provide that no units beyond those TLU Density Pool units remaining available to the Boutique Hotel/ Condo District shall be allocated to any subsequent temporary lodging use project; and
 - d. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation. Such units shall be established exclusive of any other use provided for in the District.
- (d) **Intensity Standards.**
 - 1. Temporary lodging use shall not exceed an aggregate floor area of 750 square feet per temporary lodging unit excluding indoor amenities, common areas and structured parking. Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio

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combined. For example: 50 units x 750 square feet = 38,500 square feet plus 0.2 x total parcel square feet for common areas & indoor amenities = total building square footage, excluding structured parking.

2. Variances to exceed the maximum floor area ratio above as established in the Future Land Use Plan shall be prohibited.
- (e) Height shall not exceed, but shall be permitted up to the following, subject to height limitations contained in the LDC:
1. Seventy-six (76) feet above base flood elevation for any building that exclusively contains only temporary lodging uses with a minimum setback of one hundred (100) feet from Gulf Boulevard; or
 2. Sixty-five (65) feet above based flood elevation for any building that exclusively contains only temporary lodging uses with a minimum setback of seventy-five (75) feet from Gulf Boulevard; or
 3. Fifty (50) feet above base flood elevation for any buildings containing multi-family residential dwelling units, or any temporary lodging facility that does not comply with the minimum setbacks required for additional height established in sections (e)1 and (e)2 above, subject to a minimum setback of fifty (50) feet from Gulf Boulevard; and
 4. Any increases to, including variances to increase, each of the maximum heights set forth above for this Boutique Hotel/Condo Resort character district shall be prohibited.
- (f) **Impervious Surface Ratio Standards** - shall not exceed:
1. 0.85 impervious surface ratio for any exclusive temporary lodging uses; or
 2. 0.70 impervious surface ratio for any residential use or combined residential and temporary lodging use; and
 3. Variances to exceed the maximum impervious surface ratio above as established in the Future Land Use Plan shall be prohibited.

Activity Center District (AC)

- (a) **Location and Character.** The Activity Center District contains 52.68 acres or approximately 4% of the total land area of the City. This District is illustrated on the Future Land Use Map. It includes the Dolphin Village Shopping Center which is the hub of commercial activity in the Gulf Boulevard area and is located across from the County Park to the west.
- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Activity Center District and are intended to encourage commercial revitalization through reinvestment and redevelopment throughout the District. The primary focus of commercial redevelopment is Dolphin Village Shopping Center which is the most significant commercial hub on Gulf Boulevard.

The Activity Center is a primary commercial core of the City in need of revitalization, not a change of core character. Therefore, exclusive residential use is prohibited in this district. Commercial redevelopment will be encouraged in a manner that will serve the retail services needs of residents and visitors alike for several decades into the future.

As a result, a more comprehensive and unified approach to commercial redevelopment will be encouraged by allowing a secondary residential component if certain minimum standards are met. One important requirement is the assembly of land to reduce the existing number of smaller lots and provide opportunities for unified redevelopment that reduces curb cuts on Gulf Boulevard that will result in improved traffic flow and reduced vehicular-pedestrian conflict.

Parcel assembly combined with mixed use redevelopment also enables other livable community strategies such as increased open space and buffering opportunities from residential neighborhoods to

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the east and increased opportunities for pedestrian linkages to neighborhood services that will reduce vehicular trip generation and greenhouse gas emissions.

These policies and development standards are also needed from a public safety standpoint to encourage and facilitate modern utilization of land along the east side of Gulf Boulevard that includes buildings that comply with current Building and Safety Codes, FEMA regulations, as well as architectural, landscaping and drainage standards.

In addition, encouraging commercial redevelopment through the use of regulatory tools and incentives will provide the best opportunity to implement Green building and site design standards and strategies that not only benefit the landowner but also patrons and the community-at-large.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground levels are equally important for both the street and water side of buildings. Blank wall facades shall be prohibited. Street-level retail facades shall have a storefront character. Architectural elements that provide protection to the pedestrian from weather elements shall be encouraged.

Policy 2:

Parking shall be integrated into the principal building and hidden from public view to the maximum extent feasible and practical on all commercial redevelopment projects. The substantial majority of parking required for mixed-use development projects shall be integrated into the principal buildings and hidden from public view for projects that are four acres in size or greater. Surface parking for freestanding non-residential use shall be permitted for any development or redevelopment.

Policy 3:

The first habitable floor of any principal building of any development or redevelopment project shall be retail uses only accessible from street level and connected to pedestrian walkways to provide easy public access.

Policy 4:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any development will occur, with particular emphasis on the Gulf Boulevard frontage, and screening and buffering from adjacent residential uses that may include landscaping and privacy walls.

Policy 5:

Encourage commercial waterfront properties to have slips available for public use.

Permitted Uses and Standards

- (a) **Primary uses** - Commercial and office.
- (b) **Secondary uses** - Multi-family Residential or temporary lodging as part of a mixed use retail I project only. Exclusive residential or tourist lodging uses shall be prohibited, however, the site may be horizontally mixed as long as pedestrian, bicycle, and vehicular accessibility is maintained within the site.
- (c) **Density/Intensity and Height Standards.**
 - 1. **Intensity for Commercial and Office Uses** shall not exceed:
 - a. A floor area ratio of 0.75; and

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- b. Variances to exceed the maximum floor area ratio above as established in this Future Land Use Plan shall be prohibited.
- 2. **Density & Intensity for a Mixed Use Commercial, Office, Residential, Temporary Lodging Use project** shall not exceed:
 - a. 15 dwelling units per acre combined or 40 temporary lodging uses per acre, not to exceed a total of 50 units per project nor the density pool allocated, with a maximum 1.0 floor area ratio on a minimum one (1) acre buildable site. To qualify for mixed use densities and intensities, a minimum of four (4) residential units, or 10 temporary lodging units, mixed with a minimum of 0.35 floor area ratio for commercial or office uses shall be required; or
 - b. 18 dwelling residential units per acre combined with a maximum 1.0 floor area ratio on a minimum four (4) acre buildable site; and
 - c. The combination of commercial, office, temporary lodging, and/or residential uses shall not exceed the preceding density and intensity which shall be prorated on an acreage basis allocated to each use; and further, provided that the commercial and office uses are the primary use of the property and residential use is secondary; and
 - d. Variances to exceed the maximum density and intensity above as established in the Future Land Use Plan shall be prohibited.
- 3. **Impervious Surface Ratio** shall not exceed:
 - a. 0.85 impervious surface ratio for any exclusive commercial/office use; or
 - b. 0.70 impervious surface ratio for any residential use or combined residential or temporary lodging use mixed with a commercial or office use; and
 - c. Variances to exceed the maximum impervious surface ratio above as established in the Future Land Use Plan shall be prohibited.
- 4. **Height** shall not exceed, but shall be permitted up to the following, subject to any height limitations contained in the City's LDC:
 - a. Twenty-eight (28) feet for exclusively commercial or office development; or
 - b. Forty (40) feet for a building containing nonresidential uses on the first floor mixed with a secondary residential use above and located on a minimum one (1) acre parcel; or
 - c. Eighty-six (86) feet, inclusive of structured parking, for a building containing non-residential uses on the first floor mixed with a secondary residential use above and located on a minimum parcel size of four (4) acres or more; and
 - d. Commercial mixed with residential or temporary lodging uses may be mixed horizontally under the following conditions:
 - Neither the commercial nor the residential/temporary lodging use may exceed 40 feet in height;
 - The development site is a minimum of one acre in size;
 - The commercial and residential uses shall have internal pedestrian, bicycle, and vehicular circulation.
 - e. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Activity Center character district shall be prohibited.
- 5. **Temporary Lodging Unit Density Pool ("TLU Density Pool")** - The City shall establish a TLU Density Pool not to exceed a total of 325 units for the entire TC-2, Bayou Residential, and Activity Center districts and the following shall govern the allocation of density from the TLU Density Pool:

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- a. The TLU Density Pool shall be allocated to individual projects by ordinance of the City Commission upon request of an individual property owner; and
- b. Such allocation may be up to but shall not exceed forty (40) temporary lodging units per acre and further, the cumulative allocation shall not exceed fifty(50) units per development project; and
- c. The number of available temporary lodging units remaining after such project allocation shall be specified in each City Commission ordinance allocating such units and each such ordinance shall provide that no units beyond those TLU Density Pool units remaining available to the TC-2 and Activity Center districts shall be allocated to any subsequent temporary lodging use project; and
- d. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation. Such units shall be established exclusive of any other use provided for in the District.

Bayou Residential District (BR)

- (a) **Location and Character.** The Bayou Residential District is a small narrow strip of land containing 7.86 acres or approximately 6/10ths of 1% of the total land area of the City. This District is illustrated on the Future Land Use Map. The lot depths are extremely narrow and preclude the potential of redeveloping prior existing temporary lodging uses that have long-since closed and have been demolished. Redevelopment options are limited to primarily multi-family residential as a result of the lot depths; however, to encourage parcel assembly and a more unified redevelopment opportunity because of and the District's direct access to Gulf Boulevard, a small bonus commercial component will be allowed on a limited basis. Several properties are currently vacant and demolished.
- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Bayou Residential District to encourage redevelopment in a physically constrained area that is primarily vacant and is a transition area between higher intensity commercial uses along Gulf Boulevard and lower density residential neighborhoods to the east. High-rise residential development is prohibited. Height for exclusive residential use is decreased over existing permitted heights. Increased building setbacks are required from Gulf Boulevard. The maximum allowable density is permitted only for mixed use projects located on parcels assembled that contain two or more acres to encourage more comprehensive and unified redevelopment, reduce trip generation, increase pedestrian linkages to neighborhood services and reduce curb cuts along Gulf Boulevard.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground level are equally important for both the street and water-side of buildings. Blank wall facades shall be prohibited.

Policy 2:

Increased setbacks from Gulf Boulevard will be required for increases in building height.

Policy 3:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any development will occur, with particular emphasis on the Gulf Boulevard frontage.

Permitted Uses and Standards

- (a) **Primary uses** - Residential and Temporary Lodging Uses.

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- (b) **Secondary uses** - Commercial uses only as a component of a mixed use residential or temporary lodging development.
- (c) **Density/Intensity and Height Standards.**
 - 1. **Residential and Temporary Lodging use** - shall not exceed:
 - a. 15 dwelling units per acre for an exclusively residential use.
 - b. 18 dwelling units per acre for multifamily residential mixed with a commercial use. The maximum floor area ratio for the commercial portion of the mixed use project is 0.3; or
 - c. 40 temporary lodging units per acre not to exceed the density pool allocated. The temporary lodging use can be mixed with a commercial use. The maximum floor area ratio for the commercial portion of a mixed use project is 0.3.
 - d. Variances to exceed the maximum density or intensity above as established in this Future Land Use Plan shall be prohibited.
 - 2. **Height** shall not exceed, and shall be permitted up to the following, subject to any height limitations contained in the City's LDC:
 - a. Thirty-five (35) feet above base flood elevation for an exclusively residential use;
 - b. Fifty-four (54) feet above base flood elevation all other uses.
 - c. Any increases to, including variances to increase, any of the maximum heights set forth above for this Bayou Residential character district shall be prohibited.
 - 3. **The maximum impervious surface ratio** shall not exceed:
 - a. 0.70 for exclusively residential uses. Maximum impervious surface ratio (ISR) for all other uses: 0.85; and
 - b. Variances to exceed the maximum impervious surface ratio above.
 - 4. **Temporary Lodging Unit Density Pool ("TLU Density Pool")** - The City shall establish a TLU Density Pool not to exceed a total of 325 units for the entire TC-2, Bayou Residential, and Activity Center districts and the following shall govern the allocation of density from the TLU Density Pool:
 - a. The TLU Density Pool shall be allocated to individual projects by ordinance of the City Commission upon request of an individual property owner; and
 - b. The number of available temporary lodging units remaining after such project allocation shall be specified in each City Commission ordinance allocating such units and each such ordinance shall provide that no units beyond those TLU Density Pool units remaining;

D. Downtown Redevelopment District

General Provisions

- (a) **Location and Character.** The Downtown Redevelopment District contains approximately 100.05 acres in the Downtown Core area shown on Map 3 and represents approximately 8% of the total land area of the City. This District is comprised of 391 parcels, with approximately 40% developed as existing commercial and office uses, 11% temporary lodging uses, 33% supporting residential uses of a variety of densities and housing types, and the remaining 16% devoted to government uses. This District also contains the adjacent downtown core neighborhoods that contain a mix of residential and nonresidential uses including the smaller mom and pop motels located in the Upham Beach Village District.
- (b) **Purpose and Intent; Redevelopment Incentives & Deterrents.** This Downtown Core Redevelopment District is one of the two core areas within the Community Redevelopment District

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that emphasizes pedestrian mobility over vehicular mobility and is designed to recreate a more traditional main street core gathering area by encouraging revitalization that will provide:

1. Quality neighborhood, government and commercial services in the City's traditional historic shopping district by creating a live, work, shop, dine and play main street;
2. Quality residential neighborhoods surrounding the core commercial areas by reducing commercial encroachment into those residential neighborhoods and by establishing increased open space and buffering between residential and nonresidential uses;
3. A traditional village community where the focus is on safe and comfortable pedestrian mobility and a "sense of place" or a "sense of community" where residents come together to live, play, work and share recreational activities; and
4. Increased pedestrian linkages to neighborhood services that will reduce vehicular dependence, reduce trip generation and improve the overall traffic flow, pedestrian circulation, and safety throughout the downtown area.

Goals, Objectives and Policies for the Downtown Redevelopment District

GOAL 1:

The downtown commercial core of the District shall be a community gathering place that attracts people to the area with living, working, shopping, entertainment and recreational opportunities. The City shall encourage revitalization through redevelopment that is designed to attract residents and visitors to Downtown core community destination. The downtown residential neighborhoods surrounding and within walking distance of the Downtown core area, are encouraged to redevelop in a manner that enhances pedestrian and non-vehicular mobility.

Objective 1.1

All development and redevelopment within the Downtown Redevelopment District shall further the goals, objectives and policies of the Community Redevelopment District where applicable, and development and redevelopment shall be consistent with the policies for the character district within which the development occurs and shall comply with the design guidelines and the applicable land development regulations for each respective character district.

Objective 1.2

Residential uses in the Downtown are encouraged only as part of a mixed use commercial project with a variety of densities, housing types and affordability, consistent with the character districts. Exclusively residential use projects shall be prohibited in the Town Center Core Districts located along Corey Avenue Corey Circle East, and Coquina West as well as the small commercial corridors located near Corey Avenue on Blind Pass Road and Gulf Boulevard.

Objective 1.3

A variety of incentives shall be available to encourage commercial revitalization through various redevelopment prototypes in the Town Center Core Districts located along Corey Avenue, on Corey Circle East and Coquina West as well as the small commercial corridors located near Corey Avenue on Blind Pass Road and Gulf Boulevard that also promote a pedestrian-friendly, safe, comfortable, aesthetically pleasing village-like environment.

Objective 1.4

The City shall use all existing incentives to encourage an affordable mix of housing types and varieties that are located within walking distance of the downtown Corey Avenue core area integrated with retail, commercial, office and entertainment uses at street level to create a live, shop,

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work and play environment in the Corey downtown area that will revitalize the traditional main street as a vibrant center of activity for residents and visitors.

Objective 1.5

Parks shall be maintained and expanded and recreational activities that serve residents and visitors shall be encouraged.

Objective 1.6

Public waterfront access shall be pursued and expanded.

Objective 1.7

Downtown shall be a safe environment for both residents and visitors, and real and perceived public safety issues will be addressed.

Objective 1.8

The City shall recognize the unique features of Downtown neighborhoods and shall continue to expand neighborhood retail, business, and recreation services.

Objective 1.9

The Downtown Core areas located at either end of Corey Avenue on the waterfront shall consider temporary lodging uses in conjunction with a comprehensive mixed use redevelopment project that will act as a catalyst project to stimulate reinvestment and redevelopment of the historic core neighborhood main street shopping and entertainment district.

Objective 1.10

Public or private small-scale marina facilities with transient boat slips to encourage alternative non-vehicular modes of transportation and attract visitors to the core main street shopping, restaurant and entertainment district shall be encouraged and pursued, where appropriate.

GOAL 2:

Create a livable community environment where safe and comfortable pedestrian, bicycle and other non-vehicular mobility is emphasized over vehicular transportation in a manner that ensures that pedestrians, bicyclists and vehicles circulate together throughout the Downtown safely, comfortably and efficiently.

Objective 2.1

The Downtown street grid should be maintained to provide multiple access points in and through Downtown to assist in dispersing traffic on various routes that will contribute to improved traffic flow and safety.

Objective 2.2

Blind Pass Road and Gulf Boulevard within the Downtown Redevelopment District shall be reclaimed as local streets to operate within the Downtown not only for vehicular circulation, but more importantly, for safe and comfortable pedestrian and bicycle circulation.

Objective 2.3

A Master Streetscape Plan shall be implemented to enhance the comfort and safety of the pedestrian environment in the Downtown area, provide for bicycle or other non-vehicular parking and

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safe circulation, improve traffic circulation and provide traffic calming, improve lighting, landscaping, and streetscape, and consider placement of public art wherever possible.

Objective 2.4

A variety of parking solutions for motorized and non-motorized transportation systems shall be pursued to support development and redevelopment while maintaining ease of access and parking throughout the Downtown Redevelopment District.

Objective 2.5

Development and redevelopment will be encouraged to provide public improvements that create and contribute to pedestrian and bicycle linkages throughout the Downtown Redevelopment District.

Objective 2.6

A joint use public/private parking garage, including public restroom facilities, as centrally located as practical and feasible, shall be pursued in the Downtown Redevelopment District.

GOAL 3:

Create a downtown core community that has a "sense of place" that is a vibrant and memorable place for residents and visitors that will provide neighborhood services, and opportunities for living, working, recreation and entertainment that showcases the City's waterfront, main street environment and history.

Objective 3.1

The Community Center site shall continue to be redeveloped and expanded as a waterfront park accessible to all residents and visitors containing active and passive open space that will be a venue for local and regional outdoor activities and entertainment; a pedestrian waterfront boardwalk access to Corey Avenue, public boat slips and a kayak launch ramp will be encouraged and pursued; and a public marina for daily transient slips only should be considered.

Objective 3.2

Sunset and Sunrise parks for public use and enjoyment shall be pursued as an integral element of development and redevelopment at either end of Corey Avenue as focal points for these areas.

Objective 3.3

Development and redevelopment are encouraged to create a vibrant Downtown environment containing a variety of building forms and styles that respect the Downtown village-like character and heritage along the Corey Avenue main street and provide building designs that relate to the human scale at the street level.

Objective 3.4

All new building construction shall comply with current Building and Safety Codes, FEMA and National Flood Insurance Program regulations to maximize protection of the City's built infrastructure from all manner of hazards, natural disasters and flooding. The City shall ensure compliance not only through the building permit process but through Code Enforcement and inspections as necessary to maintain the highest FEMA rating achievable for a coastal barrier island.

Policies

Policy 1:

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All projects shall be consistent with building and site design guidelines and standards that establish the quality design features expected for renovation, redevelopment and new construction in the Downtown Redevelopment District.

Policy 2:

The character of each district within Downtown shall be reinforced through the site plan review and approval process. Projects shall be consistent with and contribute positively to the vision of the character district in which it is located.

Policy 3:

The design of all projects in the Downtown Redevelopment District shall make meaningful contributions to the pedestrian environment through site and building design.

Policy 4:

New development and redevelopment shall be compatible with the human scale of the area and contribute to a pedestrian-friendly and safe environment.

Policy 5:

On-site overhead utilities shall be placed underground as part of all development projects.

Policy 6:

All development projects shall contribute their pro rata share to the Community Improvements Fund, as may be required at the time of building permit or before.

Policy 7:

Property owners/developers are encouraged to meet with residents, area neighborhood associations/business groups prior to submitting major development and redevelopment projects for City review.

Policy 8:

Shared parking for commercial, office and mixed use developments should be accomplished wherever possible.

Policy 9:

All new development and redevelopment shall mitigate potential flood, hurricane and tropical cyclone hazards.

Policy 10:

Internal connectivity and shared driveway access points between adjoining properties of compatible uses should be pursued wherever practical and feasible to further reduce curb cuts to improve traffic flow on adjacent roadways as well as reduce vehicular conflict with pedestrians and bicyclists.

Policy 11:

A Transportation Management Plan (TMP) shall be required on all development that increases density or intensity of development on the site. All physical and operational improvements and strategies, including mitigation, as may be required by the TMP approved by the City, shall be a condition of site plan approval.

Policy 12:

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A pedestrian bridge over Gulf Boulevard connecting the east and west areas of Corey Avenue shopping and entertainment district shall be pursued.

Policy 13:

The assembly of smaller parcels into larger buildable sites will be encouraged.

Policy 14:

All new development or redevelopment shall be required to obtain administrative site plan approval prior to construction.

Town Center Core District (TC-1)

- (a) **Location and Character.** The Town Center Core District contains 32.54 acres or approximately 2.5% of the total land area of the City. This District is illustrated on the Future Land Use Map. Corey Avenue between Gulf Boulevard and Mangrove Avenue has served as the "downtown" shopping area for almost 50 years and is experiencing a high rate of vacancies.
- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Town Center Core District and are intended to revitalize the historic "downtown" shopping area and expand the City's "Main street" from the waterfront edge of Corey Circle to the east, through downtown westward to Sunset Way and Blind Pass Channel on the west end of Corey Avenue, and includes 75th Avenue from the Corey Causeway westward to Blind Pass Channel. The primary focus shall be to encourage revitalization and redevelopment where the focus is on safe and comfortable pedestrian mobility and a "sense of place" or a "sense of community" where residents come together to live, play, work and share recreational activities.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground level are equally important for both the street and water-side of buildings. Blank wall facades shall be prohibited. Street-level retail facades shall have a storefront character. Architectural elements that provide protection to the pedestrian from weather elements shall be encouraged.

Policy 2:

Vehicular curb cuts and driveways shall be discouraged and minimized on Corey and 75th Avenues to ensure a pedestrian-friendly, comfortable and safe environment as well as minimize pedestrian-vehicular conflict.

Policy 3:

Non-residential uses only shall be allowed on the ground floor of any building fronting Corey Avenue or 75th Avenue and shall be the primary use component of every new development or redevelopment in the Downtown area.

Policy 4:

Residential uses shall be permitted only as a secondary use to an overall mixed use retail redevelopment project and shall be allowed only above the first floor.

Policy 6:

On-site parking shall be located to the side or rear of properties. A portion of required parking may be on-street parking, off-site shared-use parking or located within an off-site public parking facility.

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Policy 7:

Temporary lodging facilities shall comply with all County and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents in Zone A.

Policy 8:

All temporary lodging uses shall comply with adopted City rules and regulations that ensure that projects approved as temporary lodging facilities are built, function, operate and are occupied exclusively as temporary lodging uses.

Policy 9:

A centrally located public, private or joint public/private shared parking facility, including public restroom facilities, for the Town Center Core District shall be pursued to improve the accessibility, convenience and comfort of residents and visitors to the Downtown area.

Permitted Uses and Standards

- (a) **Primary uses** - Commercial and office.
- (b) **Secondary uses** - Residential use as a component of a mixed use retail and/or office redevelopment project only; Temporary lodging use - bed and breakfast inns.
- (c) **Density/Intensity and Height Standards.**
 - 1. Commercial and office uses - shall not exceed:
 - a. A floor area ratio of 1.00 with no residential component; and
 - b. A floor area ratio bonus of 0.45 shall be permitted for a mixed use retail/office/residential development project; and
 - c. Variances to exceed the maximum floor area ratios above as established in this Future Land Use Plan shall be prohibited.
 - 2. **Residential use as part of a Mixed Use project** - shall only be allowed as a secondary component to a mixed use retail/office/residential development project and shall not exceed 15 dwelling units per acre in addition to the preceding floor area allowed for commercial and office uses as part of the mixed use project. Variances to exceed the maximum density established in the Future Land Use Plan shall be prohibited.
 - 3. **Temporary Lodging Unit Density Pool ("TLU Density Pool"):** In addition to any density and intensity which may be allowed in the Town Center Core District, the City shall also establish a TLU Density Pool, not to exceed a total of fifty (50) units for the entire Town Center Core District. The following shall govern the implementation of the TLU Density Pool:
 - a. The TLU Density Pool shall be allocated by Ordinance of the City Commission upon request of an individual property owner; and
 - b. Such allocation shall not exceed ten (10) temporary lodging units per acre or a cumulative total of ten (10) units per development project; and
 - c. The remaining number of available units shall be specified in each City Commission ordinance allocating such units and each such ordinance shall provide that no temporary lodging units beyond those remaining in the TLU Density Pool available for the Town Center Core District shall be allocated to any subsequent project; and
 - d. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation. Such units shall be established exclusive of any other use provided for in the District.

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4. **Height** shall not exceed, but shall be permitted up to the following, subject to any height limitations contained in the City's LDC:
 - a. Twenty-eight (28) feet for an exclusively nonresidential development; or
 - b. Forty (40) feet for a building containing nonresidential uses on the first floor mixed with a secondary residential use located above the first habitable floor; and
 - c. Any increases to, including variances to increase, the maximum height for each use set forth above for this Town Center Core character district shall be prohibited.
5. **Impervious Surface Ratio** shall not exceed:
 - a. 0.90 for all development; and
 - b. Variances to exceed the maximum impervious surface ratio above as established in the Future Land Use Plan shall be prohibited.

Town Center Corey Circle District (TC-2)

- (a) **Location and Character.** The Town Center Corey Circle District contains 4.67 acres or less than 4/10ths of 1% of the total land area of the City. This District is illustrated on the Future Land Use Map. The entire area has become vacant, unsafe and in disrepair except for one restaurant and an automotive service shop. Corey Circle is clearly visible from the Corey Causeway main entrance to the City.
- (b) **Purpose and Intent; Redevelopment Incentives & Deterrents.** The following policies shall govern development in the Town Center Corey Circle District and are intended to encourage redevelopment of the area as one or two comprehensive mixed use residential/commercial projects to anchor the east terminus of the Corey Avenue Main street that will act as a catalyst for revitalizing the entire Corey Avenue area as well as create a safer environment and attractive entrance to the City.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground level are equally important for both the street and water side of buildings. Blank wall facades shall be prohibited. Street-level retail facades shall have a storefront character. Architectural elements that provide protection to pedestrians from weather elements shall be encouraged.

Policy 2:

Parking shall be integrated into the principal building and hidden from public view to the maximum extent feasible and practical.

Policy 3:

Retail/Restaurant uses shall be located on the first floor or accessible from street level and near the pedestrian walkways to provide easy public access.

Policy 4:

Publicly or privately-owned small-scale marina facilities with transient boat slips will be encouraged in locations and quantities that attract visitors to the Downtown core and minimize adverse environmental impacts.

Policy 5:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any new development will occur, with particular

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emphasis on screening and buffering from adjacent residential uses that may include landscaping and privacy walls.

Policy 6:

Temporary lodging uses shall comply with all County and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents in Zone A.

Policy 7:

All temporary lodging uses shall comply with adopted City rules and regulations that ensure that projects approved as temporary lodging facilities are built, function, operate and are occupied exclusively as temporary lodging uses.

Permitted Uses and Standards

- (a) **Primary uses** - Commercial and office use; Temporary lodging use - hotel, motel, resort condominium; Residential use but only as part of a mixed-use development on a minimum 1.8 acre buildable site.
- (b) **Secondary uses** - Commercial and office as a component of a mixed use project; Marina.
- (c) **Density/Intensity and Height Standards.**
 - 1. **Residential use**
 - a. Shall only be permitted as part of mixed-use residential development project located on a minimum 1.8 acre buildable site and shall not exceed 24 dwelling units per acre. Commercial, office or temporary lodging uses only shall be located on the first habitable floor accessible at street level; and
 - b. Exclusive residential development shall be prohibited; and
 - c. Variances to exceed the maximum density above as established in this Future Land Use Plan shall be prohibited.
 - 2. **Commercial and office use only** - shall not exceed:
 - a. A floor area ratio of 0.55; and
 - b. Variances to exceed the maximum floor area ratio above as established in this Future Land Use Plan shall be prohibited.
 - 3. **Temporary Lodging Use.** Density and Intensity shall be approved by Conditional use only and shall not exceed fifty (50) temporary lodging units per acre located on a minimum 1.8 acre buildable site and shall also not exceed a cumulative total of 150 units per project subject to the requirements, restrictions and limitations established below for the TLU Density Pool for the Town Center Core Corey Circle Coquina West, Activity Center, and Bayou Residential Districts.
 - 4. Height shall not exceed, but shall be permitted up to the following, subject to any height limitations contained in the City's LDC:
 - a. Twenty-eight (28) feet for exclusively nonresidential uses; or
 - b. Seventy-six (76) feet above base flood elevation for buildings containing non-residential uses on the first habitable floor accessible at street level mixed with a primary residential and temporary lodging use; or
 - c. Seven Eighty-six (86) feet above base flood elevation for buildings containing nonresidential uses on the first habitable floor accessible at street level and either a minimum of fifty (50) temporary lodging units or a primary residential use above the first floor or all three uses in one or more buildings as part of a unified development project,

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provided that the main principal building provides retail/commercial uses at street level; and

- d. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Town Center Corey Circle character district shall be prohibited.

5. **Impervious Surface Ratio** shall not exceed:

- a. 0.70 for all new development; and
- b. Variances to exceed the maximum impervious surface ratio above as established in the Future Land Use Plan shall be prohibited.

Town Center Coquina West District (TC-2)

- (a) **Location and Character.** Town Center Coquina West contains 6.11 acres or less than ½% of the total land area of the City. This District is consists of a three block area that currently is a mix of existing residential, light industrial, small motel and commercial restaurant/bar uses.
- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Town Center Coquina West District and are intended to encourage redevelopment of the area as one or two comprehensive mixed use residential/commercial projects to anchor the west terminus of the Corey Avenue Main street and to act as a catalyst for revitalizing the entire Corey Avenue Main street.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground level are equally important for both the street and water-side of buildings. Blank wall facades shall be prohibited. Street-level retail facades shall have a storefront character. Architectural elements that provide protection to the pedestrian from weather elements shall be encouraged.

Policy 2:

Structured parking that can be integrated into the principal building and hidden from public view will be encouraged and pursued.

Policy 3:

Retail/Restaurant uses shall be located on the first floor or accessible from street level and near the pedestrian walkways to provide easy public access.

Policy 4:

Publicly or privately-owned small-scale marina facilities with transient boat slips will be encouraged in locations and quantities that attract visitors to the Downtown core and minimize adverse environmental impacts.

Policy 5:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any new development will occur, with particular emphasis on screening and buffering from adjacent residential uses that may include landscaping and privacy walls.

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Policy 6:

Temporary lodging uses shall comply with all County and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents in Zone A.

Policy 7:

All temporary lodging uses shall comply with adopted City rules and regulations that ensure that projects approved as temporary lodging facilities are built, function, operate and are occupied exclusively as temporary lodging uses.

Permitted Uses and Standards

- (a) **Primary uses** - Commercial and office; Temporary lodging use - hotel, motel, resort condominium; Residential use but only as part of a mixed use development project located on a minimum two acre buildable site.
- (b) **Secondary uses** - Commercial and office as a secondary component of a mixed use residential/commercial development project; Marina.
- (c) **Density/Intensity and Height Standards.**
 - 1. **Residential use**
 - a. Shall only be permitted as part of mixed-use development project located on a minimum two acre buildable site and shall not exceed 24 dwelling units per acre. Commercial, office or temporary lodging uses only shall be located on the first habitable floor accessible at street level; and
 - b. Exclusive residential development shall be prohibited; and
 - c. Variances to exceed the maximum density above as established in this Future Land Use Plan shall be prohibited.
 - 2. **Commercial and office use only** - shall not exceed:
 - a. A floor area ratio of 0.55; and
 - b. Variances to exceed the maximum floor area ratio established in this Future Land Use Plan shall be prohibited.
 - 3. **Temporary Lodging Use.** Density and Intensity shall be approved by Conditional use only and shall not exceed fifty (50) temporary lodging units per acre located on a minimum 1.8 acre buildable site and shall also not exceed a cumulative total of 150 units per project subject to the requirements, restrictions and limitations established below for the TLU Density Pool for the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts.
 - 4. **Height** shall not exceed, but shall be permitted up to the following, subject to any height limitations contained in the City's LDC:
 - a. Twenty-eight (28) feet for an exclusively nonresidential use; or
 - b. Seventy-six (76) feet above base flood elevation for buildings containing non-residential uses on the first habitable floor accessible at street level mixed with a primary residential component above; or
 - c. Eighty-six (86) feet above base flood elevation buildings containing nonresidential uses on the first habitable floor accessible at street level and either a minimum of fifty (50) temporary lodging units or a primary residential use above the first floor or all three uses in one or more buildings as part of a unified development project, provided that the main principal building provides retail/commercial uses at street level; and

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- d. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Town Center Coquina West character district shall be prohibited.
5. **Impervious Surface Ratio** shall not exceed:
 - a. 0.70 for all new development; and
 - b. Variances to exceed the maximum impervious surface ratio established in the Future Land Use Plan shall be prohibited.

TC-2 Temporary Lodging Use

- (a) **Density** - TC-2 Temporary Lodging Unit Density Pool ("TC-2 TLU Density Pool"): The City shall establish a TC-2 TLU Density Pool, not to exceed a total of three-hundred and twenty-five (325) units for the entire Town Center Corey Circle and Coquina West Districts (TC-2). These density pool units may also be allocated to the Activity Center and Bayou Residential Districts. The following shall govern the allocation of temporary lodging units from the TLU Density Pool:
 1. The TC-2 TLU Density Pool shall be allocated by Ordinance of the City Commission upon request of an individual property owner; and
 2. Such allocation shall not exceed fifty (50) temporary lodging units per acre; and;
 3. Such allocation shall not exceed a cumulative total of one hundred fifty (150) temporary lodging units per development project; and
 4. The remaining number of available temporary lodging units in the TLU Density Pool shall be specified in each City Commission ordinance allocating such units and each such ordinance shall provide that no temporary lodging units beyond those remaining in the TC-2 TLU Density Pool for the TC-2 Districts shall be allocated to any subsequent project; and
 5. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation. Such units shall be established exclusive of any other use provided for in the District.
- (b) **Intensity Standards.**
 1. Temporary lodging use shall not exceed an aggregate floor area of 750 square feet per temporary lodging unit allocated by Ordinance, excluding indoor amenities, common areas and structured parking. Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio combined. For example: 50 units x 750 square feet = 38,500 square feet plus 0.2 x total parcel square feet for common areas & indoor amenities = total building square footage, excluding structured parking.
 2. Variances to exceed the maximum floor area ratio above as established in the Future Land Use Plan shall be prohibited.

Downtown Core Residential District (DCR)

- (a) **Location and Character.** Downtown Core Residential District contains 11.65 acres or less than 1% of the total land area of the City. This District is illustrated on the Future Land Use Map.
- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Downtown Core Residential District to encourage quality residential redevelopment that supports the downtown core shopping and entertainment area and acts as a transition area from downtown core mixed commercial and residential uses to lower density residential neighborhoods to the south and west.

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Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground levels are equally important for both the street and water side of residential homes, town homes and multi-family structures. Blank wall facades shall be prohibited.

Policy 2:

Development and redevelopment shall be compatible with the existing developments that remain in the neighborhood.

Permitted Uses and Standards

- (a) **Primary uses** - Residential.
- (b) **Secondary uses** - None.
- (c) **Density/Intensity and Height Standards.**
 - 1. **Residential use** - Shall not exceed:
 - a. Ten (10) dwelling units per acre; and
 - b. Variances to exceed the maximum density above as established in the Future Land Use Plan shall be prohibited.
 - 2. **Height** for residential buildings shall not exceed:
 - a. Thirty-five (35) feet above base flood elevation inclusive of structured parking; and
 - b. Any increases to, including variances to increase, the maximum height set forth above for this Downtown Core Residential character district shall be prohibited.
 - 3. **Impervious Surface Ratio** shall not exceed:
 - a. 0.70 for all development; and
 - b. Variances to exceed the maximum impervious surface ratio above as established in the Future Land Use Plan shall be prohibited.

Upham Beach Village District (UBV)

- (a) **Location and Character.** The Upham Beach Village District contains 16.10 acres or approximately 1-1/4% of the total land area of the City. This District is illustrated on the Future Land Use map.

The neighborhood is a mixture of residential and motel temporary lodging uses that are at or near functional obsolescence. There is a diverse mixture of densities and intensities of existing development in this neighborhood, ranging from single family homes to motels that have an existing density of 78 units per acre, and include aging apartment complexes that are being converted to residential condominiums that will preclude redevelopment anytime in the foreseeable future. This diversity of uses, densities and intensities within this character district gives rise to unique compatibility issues that must be sensitively addressed.

- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Upham Beach Village District and are intended to allow redevelopment of residential uses as well as allow existing motel temporary lodging uses that are part of the heritage of this Upham neighborhood to redevelop as temporary lodging uses at the same density as exists. Such redevelopment shall be subject to height limitations and design standards that protect existing and future neighborhood residential uses as well as improve safety, circulation and drainage:

EXHIBIT “A”

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground level are equally important for both the street and water- side of buildings. Blank wall facades shall be prohibited. Street-level facades shall integrate architectural elements that provide protection to the pedestrian from weather elements shall be encouraged.

Policy 2:

Only existing temporary lodging uses may be redeveloped and new temporary lodging uses shall be strictly prohibited.

Policy 3:

A mixture of residential and temporary lodging uses throughout the district shall be encouraged to be preserved and redeveloped.

Policy 4:

Redevelopment of existing temporary lodging uses shall provide the minimum necessary vehicular curb cuts and driveways to provide reasonable, adequate and safe ingress and egress to the development site and ensure a pedestrian-friendly and safe environment by minimizing pedestrian-vehicular conflict.

Policy 5:

Structured parking that can be integrated into the principal building and hidden from public view will be encouraged and pursued.

Policy 6:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any development will occur, with particular emphasis on screening and buffering from adjacent residential uses that may include landscaping and privacy walls.

Policy 7:

Development and redevelopment shall be compatible with the existing neighboring residential uses that immediately surround the development site.

Policy 8:

Temporary lodging uses shall comply with all County and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents in Zone A.

Policy 9:

All temporary lodging uses shall comply with adopted City rules and regulations that ensure that projects approved as temporary lodging facilities are built, function, operate and are occupied exclusively as temporary lodging uses.

Permitted Uses and Standards

- (a) **Primary uses** - Residential; Temporary lodging uses - hotel, motel, resort condominium, bed & breakfast inn.

EXHIBIT "A"

(b) **Secondary uses** - None.

(c) **Density/Intensity and Height Standards.**

1. **Residential use** shall not exceed:
 - a. 7.5 dwelling units per acre for single family homes and duplexes; or
 - b. 18 dwelling units per acre for multi-family residential use on a minimum 1/3 acre buildable site; or
 - c. 21 dwelling units per acre for multi-family residential use on a minimum 1/2 acre buildable site; or
 - d. 24 dwelling units per acre for multi-family residential use on a minimum 3/4 acre buildable site.
 - e. Variances to exceed the maximum density above as established in this Future Land Use Plan shall be prohibited.
2. **Temporary Lodging use** - motel and bed & breakfast inn - Temporary lodging units shall be allocated on a first come first serve basis utilizing the Temporary Lodging Unit Density Pool established below.
3. **Temporary Lodging Unit Density Pool ("TLU Density Pool"):** Density for temporary lodging uses in the Upham Beach Village District shall be regulated as follows:
 - a. The City shall establish a TLU Density Pool not to exceed 175 total units for the entire Upham Beach Village District; and
 - b. The TLU Density Pool shall be allocated by ordinance of the City Commission upon request of an individual property owner; and
 - c. Any TLU Density Pool allocation by ordinance per project shall not exceed the number of existing licensed temporary lodging units located on the development site; and
 - d. The remaining number of available TLU Density Pool units shall be specified in each City Commission ordinance allocating such units and each such ordinance shall provide that no units beyond those remaining in the TLU Density Pool shall be allocated to any subsequent temporary lodging use project in the Upham Beach Village District; and
 - e. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation. Such units shall be established exclusive of any other use provided for in the District.
4. **Height** shall not exceed, but shall be permitted up to the following, subject to any height limitations contained in the City's LDC:
 - a. Thirty-five (35) feet above base flood elevation, inclusive of structured parking, for single family homes, duplexes and multi-family uses 18 dwelling units per acre or less; or
 - b. Forty-five (45) feet above base flood elevation, inclusive of parking, for multi-family residential use exceeding 18 dwelling units per acre and all temporary lodging uses; and
 - c. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Upham Beach Village character district shall be prohibited.
5. **Impervious Surface Ratio** shall not exceed:
 - a. 0.85 for temporary lodging use; or
 - b. 0.70 for residential use; and
 - c. Variances to exceed the maximum impervious surface ratio established in the Future Land Use Plan shall be prohibited.

EXHIBIT "A"

Commercial Corridor Blind Pass Road District (CC-1)

- (a) **Location and Character.** The Commercial Corridor Blind Pass Road District contains 7.4 acres or approximately ½% of the total land area of the City. This District is illustrated on the Future Land Use Map. Nearly all of the parcels fronting Blind Pass Road lost frontage property during the widening of the Road in 2003 expanding it from 2 lanes to 5 lanes. As a result, many of the parcels lost parking and are too shallow to provide standard parking and buffers from the residential neighborhoods causing commercial encroachment into almost exclusively single-family residential neighborhoods.
- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Commercial Corridor Blind Pass Road District and are intended to facilitate assembly and redevelopment of commercial frontage parcels to increase lot depth and reduce non-residential encroachment into the existing residential neighborhoods, increase buffering between residential and nonresidential uses, redevelop sites to current code design and safety standards, as well as reduce curb cuts to reduce pedestrian/bicyclist - vehicular conflict and improve traffic flow.

Policies

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at street level is important for any facade facing street frontage. Blank walls shall be prohibited on any street facing or residential facing facade. Any street-level retail facades shall have a storefront character. Both street-level retail and office facades should be designed to integrate architectural elements that provide protection to the pedestrian from weather elements wherever possible.

Policy 2:

Commercial redevelopment of property that does not have direct access to Blind Pass Road shall be prohibited.

Policy 3:

Frontage properties along Blind Pass Road shall be permitted to assemble properties and expand to the limits of the District boundaries only. Encroachment into the residential neighborhoods beyond the District boundaries is expressly prohibited.

Policy 4:

A physical buffer that may include landscaping and privacy walls adjacent to existing residential properties shall be required for all new non-residential development and redevelopment or renovation, whether or not the development site is expanded by assembling parcels of land.

Policy 5:

Vehicular access from side streets shall be encouraged for residential development provided such access is not incompatible with the residential neighborhood abutting the redevelopment.

Policy 6:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any new development will occur, with particular emphasis on screening and buffering from adjacent residential uses.

Permitted Uses and Standards

- (a) **Primary uses** - Commercial and office; Mixed Use Residential/Commercial/Office; Residential.

EXHIBIT "A"

(b) **Secondary uses** - Commercial and office.

(c) **Density/Intensity and Height Standards.**

1. **Residential Use** shall not exceed:
 - a. 7.5 dwelling units per acre for single family homes and duplexes for lots that do not access Blind pass Road; or
 - b. 12 dwelling units per acre for a multi-family residential use as part of a mixed use residential/commercial/office project on a minimum ½ acre buildable site with commercial or office on the first floor at street level and residential use permitted on the second and third floors only; and
 - c. Variances to increase the density above as established in the Future Land Use Plan shall be prohibited.
2. **Intensity** - Commercial and office - shall not exceed a floor area ratio of:
 - a. 0.7 as an exclusive nonresidential use; or
 - b. 0.9. as part of a mixed use residential/commercial/office project on a minimum ½ acre buildable site with commercial or office on the first floor at street level and residential use permitted on the second and third floors only; and
 - c. Variances to exceed the maximum density or floor area ratio established in this Future Land Use Plan shall be prohibited.
3. Height shall not exceed, but shall be permitted up to, the following, subject to any height limitations contained in of the City's LDC:
 - a. Twenty-eight (28) feet for an exclusively nonresidential use only; or
 - b. Forty (40) feet for mixed-use development projects located on a minimum ½ acre buildable site with a retail or office component on the first floor at street level and the residential use located above the first floor; and
 - c. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Commercial Corridor Blind Pass Road character district shall be prohibited.
4. **Impervious Surface Ratio** shall not exceed:
 - a. 0.70 for all new development; and
 - b. Variances to exceed the maximum impervious surface ratio above as established in this Future Land Use Plan shall be prohibited.

Commercial Corridor Gulf Boulevard District (CC-2)

- (a) **Location and Character.** Commercial Corridor Gulf Boulevard District contains 21.58 acres or less than 2% of the total land area of the City. This District is illustrated on the Future Land Use Map. This District also has substandard parking, narrow-depth lots that encroach into adjacent residential neighborhoods and too many curb cuts that create pedestrian-vehicular conflict and impede traffic flow on Gulf Boulevard.
- (b) **Purpose and Intent; Redevelopment Incentives and Deterrents.** The following policies shall govern development in the Commercial Corridor Gulf Boulevard District and are intended to allow for the assembly of land to increase lot depth and reduce nonresidential encroachment into adjacent residential neighborhoods, increase buffering between residential and non-residential uses, as well as redevelop to current code design and safety standards, reduce curb cuts that will improve traffic flow on Gulf Boulevard and reduce pedestrian/bicyclist-vehicular conflict:

Policies

EXHIBIT “A”

Policy 1:

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at street level for any facade facing street frontage. Blank walls shall be prohibited on any street facing or residential facing facade. Any street-level retail facades shall have a storefront character. Both street-level retail and office facades should be designed to integrate architectural elements that provide protection to the pedestrian from weather elements wherever possible.

Policy 2:

Commercial redevelopment of property that does not have direct access to Gulf Boulevard shall be prohibited.

Policy 3:

Frontage properties along Gulf Boulevard shall be permitted to assemble properties and expand to the limits of the District boundaries only. Encroachment into the residential neighborhoods beyond the District boundaries is expressly prohibited.

Policy 4:

Utility Easements and sidewalks shall be required on all development projects if existing conditions permit the construction of a sidewalk and location of a utility easement that can be integrated into the redevelopment site plan without undue hardship to the property owner.

Policy 5:

A physical buffer that may include landscaping and privacy walls adjacent to existing residential properties shall be required for all new nonresidential development and redevelopment or renovation, whether or not the development site is expanded by assembling parcels of land.

Policy 6:

Vehicular access from side streets shall be encouraged for residential development provided such access is not incompatible with the residential neighborhood abutting the redevelopment.

Policy 7:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any development will occur, with particular emphasis on screening and buffering from adjacent residential uses and on Gulf Boulevard frontage.

Permitted Uses and Standards

(a) **Primary uses** - Commercial and office; Mixed Use Residential/Commercial/Office.

(b) **Secondary uses** - Commercial and office.

(c) **Density/Intensity and Height Standards.**

1. **Residential Use** shall not exceed:

- a. 7.5 dwelling units per acre for single family homes and duplexes for lots that do not access Gulf Boulevard; or
- b. 12 dwelling units per acre for a multi-family residential use as part of a mixed- use residential/commercial/office project located on a minimum ½ acre buildable site with commercial or office on the first floor at street level and residential use permitted on the second and third floors only; and

EXHIBIT "A"

- c. Variances to increase the density above as established in the Future Land Use Plan shall be prohibited.
- 2. **Commercial and office** - shall not exceed a floor area ratio of:
 - a. 0.7 as an exclusive nonresidential use; or
 - b. 0.9. as part of a mixed use residential/commercial/office project on a minimum ½ acre buildable site with commercial or office on the first floor at street level and residential use permitted on the second and third floors only; and
 - c. Variances to exceed the maximum density or floor area ratio above as established in this Future Land Use Plan shall be prohibited.
- 3. **Height** shall not exceed, but shall be permitted up to, the following, subject to any height limitations contained in the City's LDC:
 - a. Twenty-eight (28) feet for an exclusively nonresidential use only; or
 - b. Forty (40) feet for a mixed-use development project located on a minimum ½ acre buildable site with a retail or office component on the first floor at street level and the residential use located above the first floor; and
 - c. Any increases to, including variances to increase, the maximum height for each type of use set forth above for this Commercial Corridor Gulf Boulevard character district shall be prohibited.
- 4. **Impervious Surface Ratio** shall not exceed:
 - a. 0.70 for all new development. and
 - b. Variances to exceed the maximum impervious surface ratio above as established in this Future Land Use Plan shall be prohibited.