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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, April 28, 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. **Storm Response Presentation - Jimmy Guzman, Duke Energy**
 - b. **Proclamation - Older Americans Month**
 - c. **Proclamation - Municipal Clerks Week**
 - d. **Proclamation - Boating Safety Day**
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. **Authorize the City Manager to enter into a 1-year contract extension with Neel-Schafer, Inc., for Disaster Debris Monitoring services**

- b. Authorize the City Manager to enter into a purchase agreement with MTM Contractors, Inc. in the amount of \$46,662 for curb replacement.**
- c. Authorize the City Manager to enter into an agreement with Baycare Behavioral Health for Employee Assistance Program services**
- d. Authorize the City Manager to accept a proposal from Cribb Philbeck Weaver Group, Inc. (CPWG) in the amount of \$39,580 to update to City's Stormwater Master Plan, including the remaining basin studies to aid in the roadway design of Pass-A-Grille Way from 18th Avenue to 1st Avenue.**
- e. Authorize the City Manager to enter into a unit price purchasing agreement with Traffic Control Products of Florida (TCP) for Pavement Markings – FY2015**
- f. Authorize the City Manager to sign the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City to secure as much as \$311,734 for Blind Pass Road Stormwater Improvements.**
- g. Authorize the City Manager to sign the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City to secure as much as \$1.88M for Pass-A-Grille Way Stormwater Improvements.**
- h. Continuing Services contract with Tindale Oliver for completion of the CRA Plan in the amount of \$7,500.**

5. Action Items

- a. Appointment to the Police Officers' Pension Board of Trustees**
- b. Appointments to the Firefighters' Pension Board of Trustees**
- c. Appointments to the General Employees' Pension Board of Trustees**
- d. Waive the requirement for three written quotes and authorize the City Manager to enter into a Fireworks Display Contract with Pyrotecnico in the amount of \$25,000 for the July 4, 2015 fireworks show.**
- e. Authorize the City Manager to enter into an agreement with Metzger + Willard, Inc. to provide Construction Management and Inspection Services in the amount of \$291,060.**



PROCLAMATION

WHEREAS, The City of St. Pete Beach is committed to helping all individuals live longer, healthier lives; and,

WHEREAS, The older adults in St. Pete Beach have made countless contributions and sacrifices to ensure a better life for future generations; and,

WHEREAS, We recognize the value of injury prevention and safety awareness in helping older adults remain healthy and active; and,

WHEREAS, Our community can provide opportunities to enrich the lives of individuals young and old by:

- ❖ Emphasizing the need to take action to safeguard themselves from unintentional injuries where they live, work and socialize
- ❖ Providing information on avoiding leading causes of injury for older adults – falls, motor vehicle related incidents, suffocation, medication overdose and burns
- ❖ Helping older adults take control of their safety and well-being

NOW, THEREFORE, I, Maria Lowe, Mayor of the City of St. Pete Beach, on behalf of the City Commission, proclaim May 2015 as,

“OLDER AMERICANS MONTH”

And urge every resident to take time this month to recognize older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, County of Pinellas, State of Florida to be affixed this 28th day of April, 2015.

Maria Lowe, Mayor



PROCLAMATION

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government, exists throughout the world; and,

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and,

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and,

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

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

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

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

NOW, THEREFORE, I, Maria Lowe, Mayor of St. Pete Beach, Florida, on behalf of the City Commission, do recognize the week of May 3 through May 9, 2015, as

“Municipal Clerks Week”

and further extend appreciation to our Municipal Clerk and her Staff for the vital services they perform and their exemplary dedication to the community.

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, County of Pinellas, State of Florida to be affixed this 28th day of April, 2015.

Maria Lowe, Mayor



PROCLAMATION

WHEREAS, PFDMA is the acronym for Personal Flotation Device Manufacturers Association; and,

WHEREAS, is an industry association dedicated to increasing life jacket wear in all appropriate activities; and,

WHEREAS, nine out of ten drownings occur in inland waters, most within a few feet of safety and involves boats under 20-feet long; and more than 80% of drowning victims were not wearing a life jacket; and,

WHEREAS, Federal regulations require children under age 13 to wear an appropriate Coast Guard approved life jacket unless they are below deck or in an enclosed cabin; and,

WHEREAS, Life jacket technology has come a long way and radical changes in design make today's life jackets easy to wear rendering the bulky, orange life jacket a thing of the past; and,

WHEREAS, PFDMA has hosted its annual conference in St. Pete Beach for the past number of years during **National Safe Boating Week**, bringing the awareness of boating safety close to our waterways.

NOW, THEREFORE, I, Maria Lowe, Mayor of the City of St. Pete Beach and on behalf of the City Commission, proclaim May 12, 2015, as

"BOATING SAFETY DAY"

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, County of Pinellas, State of Florida, to be affixed this 28th day of April, 2015.

Maria Lowe, Mayor

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

Issue

Considered: Authorize the City Manager to enter into a 1-year contract extension with Neel-Schafer, Inc., for Disaster Debris Monitoring services

Date: April 28, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

**Summary
Of Issue:**

The City's contracts with our disaster debris removal and monitoring companies are due to expire this year. The original contracts have options to renew. The City is invoking the option to renew both contract services. Both contractors have been attentive to the City's needs with seasonal meetings, discussions, and planning. They continue to be national leaders in disaster recovery services.

As learned with Tropical Storm Debby, it is encouraged by FEMA and easier for reimbursement purposes if a pre-storm contractor completes disaster recovery and monitoring.

Funding: FEMA

Requested Motion: "I move to authorize the City Manager to enter into a 1-year contract extension with Neel-Schaffer for Disaster Debris Monitoring Services."

Attachments: Original Agreement to Monitor
Amendment to Agreement (Contract Extension)

**Reviewed by
City Manager:** WS

AGREEMENT TO MONITOR PERFORMANCE OF DEBRIS REMOVAL CONTRACTS FOR THE CITY OF ST. PETE BEACH

This Agreement is made as of the 26th day of April, 2011, by and between the City of St. Pete Beach, Florida (hereinafter referred to as the Owner), and Neel-Schaffer, Inc., (hereinafter referred to as the Monitor). In consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

ARTICLE 1 - SERVICES

Monitor's responsibility under this Agreement is to provide monitoring and management services in response to disasters, as described in Scope of Services attached hereto as Exhibit "A." Monitor will provide data and access to information to allow the Owner to closely oversee performance under this agreement. This is a non-exclusive agreement. No amount of work is guaranteed under this agreement.

ARTICLE 2 – PAYMENT

Monitor Fee Schedule is included in Exhibit "B," attached. Monitor acknowledges that the Owner will apply for financial assistance from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and/or the state emergency management agency. Therefore, Monitor represents that it will perform all Services hereunder in a manner, time and place so as to assist with such reimbursement to the Owner. Monitor shall submit monthly statements for services rendered. Monitor's statements shall be due and payable within 30 calendar days.

ARTICLE 3 – TERM

The term of this agreement is three years, extendable by mutual agreement of the parties.

ARTICLE 4 – LIABILITY INSURANCE

The Monitor agrees to and shall procure and maintain during the duration of this Agreement, Monitor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Monitor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Monitor or subcontractor to the Monitor, and said insurance shall name, waive and hold harmless the Owner. All liability insurance must contain contractual action over claims cause.

ARTICLE 5 – INSURANCE LIMITS OF LIABILITY

Insurance shall be written with limits of liability of not less than the following:

1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
2. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$2,000,000.

ARTICLE 6 – WORKERS' COMPENSATION INSURANCE

Monitor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Agreement, in accordance with state workers compensation laws.

ARTICLE 7 – ERRORS AND OMISSIONS

Monitor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Monitor agrees to provide, if requested, a declaration sheet showing the effective dates and coverage for this policy.

ARTICLE 8 – PERFORMANCE SCHEDULES

Monitor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

ARTICLE 9 – TERMINATION

The Owner may terminate this Agreement upon written notice to the Monitor. The Monitor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Monitor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Monitor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Monitor or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

ARTICLE 11 –SUBCONTRACTING

Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely paying its subcontractors.

ARTICLE 12 – LOCAL PREFERENCE

Monitor will make every effort to utilize local employees, subcontractors, equipment rental, supplies and other locally available resources.

ARTICLE 13 - CREDIT

Monitor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 - PERFORMANCE

Monitor shall perform its obligations hereunder in compliance with all applicable local, state and federal laws and regulations.

ARTICLE 15 –FEDERAL AND STATE TAX

The Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

ARTICLE 16 – RISK ALLOCATION

The Owner recognizes that Monitor's fee includes allowance for funding a variety of risks which affect the Monitor by virtue of his agreeing to perform services on the Owner's behalf. One of these risks stems from the Monitor's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit the Monitor's liability to the Owner and all contractors arising from the Monitor's professional acts, errors or omissions, such that the total aggregate liability of the Monitor to all those named shall not exceed \$50,000 or the Monitor's total fee for services rendered on this project, whichever is greater.

ARTICLE 17 –REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 – CONFLICT OF INTEREST

The Monitor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

ARTICLE 19 –ACCESS AND AUDITS

The Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

ARTICLE 20 –NONDISCRIMINATION

The Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 21–ENTIRETY OF CONTRACTUAL AGREEMENT

The Owner and the Monitor agree that this Agreement including its amendments sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Monitor shall not assign or transfer any of its rights, benefits or obligations under this Agreement except for transfer to a wholly owned subsidiary company or resulting from a merger or consolidation of Monitor with a third party.

ARTICLE 22 –AUTHORITY TO PRACTICE

The Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Owner upon request.

ARTICLE 23 –SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

ARTICLE 24 – MODIFICATION OF WORK

The Owner reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the Owner notification of a contemplated change, the Monitor shall: (1) if requested by Owner, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Owner of any estimated change in the completion date; and (3) advise the Owner in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of this Agreement.

ARTICLE 25 – SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor's parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.

ARTICLE 26 – LAWS AND REGULATIONS

This Agreement shall be interpreted under the laws of the State of Florida, with exclusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

Monitor:

Neel-Schaffer, Inc.

By: K. Nelson-Lucius

Printed Name: K. Nelson-Lucius

Owner:

City of St. Pete Beach

By: Michael P. Bonfield

Printed Name: Michael P. Bonfield

Exhibit A

Scope of Services

Debris Removal Monitoring

Staff Mobilization

When a potential disaster threatens the Owner, the debris monitoring firm (Monitor) will mobilize 2 to 3 days in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the Monitor.

Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris storage and reduction site (TDSRS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

Quality Control/Quality Assurance

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

TDSRS/Disposal Sites

Monitor will provide trained monitors at TDSRS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from TDSRS sites through final disposal, if applicable.

Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support - Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

Exhibit B
Fee Schedule
City of St. Pete Beach
Debris Removal Monitoring

Position	Hourly Rate
Project Manager (1-EA)	\$59.00
Supervisor (1-EA)	\$49.00
Loading Site Monitor (1-EA)	\$39.00
Debris Management Site Monitor (1-EA)	\$39.00
Roving Debris Monitor (1-EA)	\$39.00
Debris Management Professional (1-EA)	\$49.00
Mileage	\$0.00 per mile

*Labor rates are to include all taxes, benefits, per diem, and overhead/profit. Mileage is to include all fuel, maintenance, repairs, and insurance.

We will not charge any reimbursement expenses. Labor costs will cover all expenses except marine based expenses such as boat rental. All overtime hours charged at the same hourly rate. Included items for no additional expense for reimbursement will be food, lodging, cell phones, GPS, automobile expenses, etc.

**AMENDMENT TO AGREEMENT FOR DISASTER DEBRIS MONITORING
BETWEEN THE CITY OF ST. PETE BEACH AND
NEEL-SCHAFFER, INC.**

This Amendment to Agreement is made as of the 14th day of April, 2015, by and between the City of St. Pete Beach (hereinafter referred to as the Owner), and Neel-Schaffer, Inc., (hereinafter referred to as the Monitor).

Whereas, the Owner entered into an agreement with the Monitor to provide disaster debris monitoring and related emergency management services; and

Whereas, the Owner and Monitor are desirous of extending the Agreement,

Now therefore, in consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

SECTION 1 - TERM

The Agreement shall be extended for an additional period of one (1) year following the date of execution of this Amendment. Additional extensions may be made by mutual agreement of the parties.

SECTION 2 – PRICES, TERMS AND CONDITIONS

All other prices, terms and conditions of the Agreement, not specifically amended herein, are unchanged and shall remain in full force and effect.

SECTION 3 – SEVERABILITY

Should any part, term, or provision of this amendment be by the courts decided to be illegal or in conflict with any law of the state, the validity of the remaining portions or provisions shall not be affected hereby.

SECTION 5 – SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor's parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.

SECTION 4 – NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and given to:

OWNER:

Ian Wade, P.E.
Project Manager
155 Corey Ave.
St. Pete Beach, FL 33706
727-363-9254
iwade@stpetebeach.org

MONITOR:

K. Nelson Lucius, P.E.
Sr. Vice President
512 Main St., Suite 415
Ft. Worth, TX 76102
817-201-1912
nelson.lucius@neel-schaffer.com

In Witness Whereof, the parties have made and executed this Amendment on behalf of the parties on the day and year above written.

Monitor:

Neel-Schaffer, Inc.

By: _____

Printed Name: _____

Owner:

City of St. Pete Beach

By: _____

Printed Name: Wayne Saunders

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

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with MTM Contractors, Inc. in the amount of \$46,662 for curb replacement.

Date: April 28, 2015

Prepared By: John J. Kretzer, Interim 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. The City entered into a Unit Price Purchasing Agreement on February 24th, 2015.

Based on prioritization by City staff, this year's scope of curb replacement has been established. Utilizing the unit rates provided by MTM, the cost of these replacements is \$46,662.

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 \$46,662 for curb replacement.”

Attachments: Purchasing Agreement with MTM Contractors, Inc.
MTM Work Order #1 (Cost Estimate)

Reviewed by
City Manager: WS



6550 53rd Street
Pinellas Park FL 33781

Tel: 727-528-0170
Fax: 727-528-0547

Work Order #1

Date: 12-Mar-19

Submitted To:

Project Name: Curb Work Order

City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706-1839

Tel 727-362-9243
Fax 727-367-2736
email: info@pazera.com

We hereby submit specifications and estimates for:

Proposal is valid for 30 days

Grand Total

546,662.00

Description	Unit	Qty	Unit Price	Total	Grand Total
					\$46,662.00
TYPE D CURB					
75TH Ave @ Sunset Way	LF	17	28.00	476.00	
Corey Ave	LF	40	28.00	1,120.00	
VALLEY CURB					
Sunset way @ Corey Ave	LF	83	37.00	3,066.00	
Sunset Way @ Beach Plaza	LF	300	37.00	11,100.00	
64th Ave @ Sunset way	LF	397	37.00	14,689.00	
Poinsetta Dr @ 42nd Ave	LF	90	37.00	3,330.00	
Gulf Blvd @ 62nd Ave	LF	160	37.00	5,920.00	
Gulf Blvd @ 45th Ave (south side)	LF	174	37.00	6,438.00	

Acceptance or Proposed

The **Washburn** is a 2007 film that is a comedy. It is a story about a man who is a

Page No. 10

Signature: _____

867-7468

MTM Contractors Inc

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

Issue Considered: Authorize the City Manager to enter into an agreement with Baycare Behavioral Health for Employee Assistance Program services

Date: April 28, 2015

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: This is the renewal of the city's EAP services with Baycare Behavioral Health (BCBH). There are no changes from the previous contract. The city has had an agreement with BCHS for over ten years and has been very pleased with the services provided.

Funding: City Manager Insurance 001-5201-512-5450

Requested Motion: "I move to authorize the City Manager to enter into an agreement with Baycare Behavioral Health for Employee Assistance Program services."

Attachments: BCBH Agreement

1 **AGREEMENT**

2 **THIS AGREEMENT** is between **BEHAVIORAL HEALTH**
3 **MANAGEMENT SERVICES, INC. d/b/a BAYCARE BEHAVIORAL HEALTH** hereinafter called
4 **"BCBH"**, and **CITY OF ST. PETERSBURG BEACH** hereinafter called **"Employer"**.

5 **R E C I T A L S:**

6 Employer, City of St. Petersburg Beach, desires to receive Employee Assistance Program
7 services. **NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the parties
8 pursuant to the terms of this Agreement, the parties agree as follows:

9 1. Services to be provided. BCBH agrees to provide to Employer those health care
10 services, which are set forth in Exhibit "A" attached hereto. Employer request for the addition of new
11 services will be consistent with BCBH goals and objectives for Employee Assistance program services.

12 2. Limitations. BCBH will not provide MRO (medical review officer) services for
13 drug testing or care for medical emergencies. Medical emergencies will be referred to the primary care
14 physician (PCP) or 911.

15 3. Fees. Employer agrees to pay BCBH for the service set forth in Exhibit "A"
16 those fees which are set forth in Exhibit "A" attached hereto.

17 4. Billing. BCBH will submit monthly invoices to Employer for the services
18 provided hereunder. Said invoices will be for services rendered during the month proceeding the date of
19 the invoice. Such invoices shall be due and payable by Employer within forty-five (45) days of receipt of
20 the invoice. Failure of Employer to pay invoices within the 45-day period shall be the basis for BHMS to
21 terminate this Agreement effective on the date of a letter of termination.

22 5. Responsibilities of Employer. As a condition of BCBH's obligations to provide
23 the services hereunder, Employer shall perform those responsibilities set forth in Exhibit "B" attached
24 hereto.

25 6. Relationship of Parties. In the performance of the duties and responsibilities of
26 each of the parties to this Agreement, it is mutually understood and agreed that the parties are at all times
27 acting and performing as independent contractors and that neither party shall be considered the agent,
28 employee or joint venture with the other party. This Agreement shall not be deemed to create any rights

or remedies in persons who are not parties to this Agreement. Neither party shall have the right or authority to create any obligation, express or implied, on behalf of the other party or bind the other party in any way.

7. Insurance. BCBH has a funded self-insurance trust for professional liability claims and has comprehensive general liability insurance through an insurance carrier. Employer shall provide evidence of professional liability insurance and comprehensive general liability insurance upon request. Employer shall advise BCBH in writing at least fifteen (15) days prior to expiration, cancellation or material change in coverage of said policy.

8. Indemnification. Each party hereto shall indemnify, defend and hold harmless the other party, its officers, directors or trustees, agents or employees from and against any and all actions or causes of action, claims, demands, liabilities, losses, expenses, or damages (including reasonable attorneys' fees) which such other party or its officers, directors or trustees, agents or employees, shall or may at any time sustain or incur by reason or in consequence of the indemnifying party's or its agents', or employees' negligence, malpractice, and/or act or omissions to act, under any and all laws as they may pertain to the fulfillment of this Agreement.

9. Access to Books and Records. Each party, upon reasonable notice and at reasonable time, shall have the right to inspect and review such records of the other party which are directly related to each party's performance of the terms of this Agreement.

10. Confidentiality. The parties agree to maintain the privacy of all persons served, and furthermore agrees to abide with HIPAA, CARF, ACHA, HCFA and all other state and federal guidelines. The parties agree to maintain in strict confidentiality the contents of Exhibit "A" and agree not to disclose said contents to any third party except pursuant to a valid court order or when disclosure of the contents of Exhibit "A" is required by a governmental agency. Program records are the property of BCBH and will not be released without employee consent or upon the issuance of a court order. Records will be maintained for seven (7) years.

11. Term of Agreement. This Agreement is for a period of two (2) years beginning the 1st day of April 2015 and ending the 31st day of March 2017.

56 12. Termination of Agreement.

57 A. This Agreement may be terminated at any time upon thirty (30) days
58 prior written notice by either party.

59 B. This Agreement may be terminated immediately if: (i) BCBH does not
60 receive payment of its invoices forty-five (45) days after Employer's receipt of said invoices; (ii) in the
61 event governmental regulations require a modification of any material terms of the Agreement.

62 13. Effect of Termination. This Agreement will be of no further force or effect as of
63 the date of termination except that:

64 A. Employer will remain financially responsible for the services provided
65 by BCBH up to the date of termination.

66 B. Each party will remain responsible for any obligations or liabilities
67 arising from activities carried on by such party, or its agents or employees, during the period the
68 Agreement is in effect. Each party will retain the right to seek any redress available under law for any
69 loss or injury caused by the other party as a result of the other party's breach of its obligations under this
70 Agreement.

71 C. The parties shall cooperate to promptly resolve any outstanding financial
72 or administrative issues upon the termination of this Agreement.

73 14. Similar Arrangements. Employer agrees that if arrangements are made for the
74 services referred to in Exhibit "B" with another health care entity, BCBH will be notified in writing of the
75 existence of such an arrangement within ten (10) days of the date Employer enters into such an
76 arrangement.

77 15. Disputes. If a party has a dispute with respect to the performance of the terms of
78 this Agreement, said party shall set forward in writing the concern and submit it to the other party for
79 resolution. The parties shall make a good-faith attempt to resolve such dispute before instituting litigation
80 to enforce the terms of this Agreement.

81 16. Assignment. Neither party may assign this Agreement or the rights created or
82 granted herein without the prior consent of the other party.

17. Waiver of Breach. Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision.

18. Severability. In the event that a provision of the Agreement is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

19. Entire Agreement. This Agreement, its Exhibits, and any documents incorporated by reference constitute the entire Agreement between the parties. It supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but all of which together shall comprise one and the same instrument.

21. Attorney's Fees. If either party institutes any legal action to enforce the provisions of the Agreement, the prevailing party shall recover all of its costs, including attorney's fees on the trial and appellate level from the non-prevailing party.

22. Impossibility of Performance. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing its obligations for reasons beyond its control, including without limitations, acts of God or of the public enemy, flood or storm, strikes, or statute, rule or action of any Federal, State or local government or agency.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all applicable federal laws.

24. Special Clauses. Not Applicable.

25. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing, sent by certified mail, return receipt requested, postage prepaid to Employer at City of St. Petersburg Beach, 155 Corey Avenue, St. Petersburg Beach, FL. 33706; Attention: Colette Graston or to BCBH at 1240 S. Fort Harrison Ave, MS 137, Clearwater, FL 33756, Attention: Christopher Yarnold

109 **IN WITNESS WHEREOF**, the parties here to have executed this agreement below on
110 the dates next to their signatures.

111 In the Presence of: BEHAVIORAL HEALTH MANAGEMENT
112 SERVICES, INC. / BAYCARE BEHAVIORAL
113 HEALTH

114 WITNESS:

115 _____ By: _____
116 Christopher Yarnold
117 Director, EAP, SAP, Managed Care

118 _____ Date: _____
119 As to "BCBH"

120 _____ By: _____

121 _____ Date: _____
122 As to "Employer"
123

EXHIBIT A

BayCare Behavioral Health will provide a comprehensive EAP for the City of St. Petersburg Beach employees and their benefit eligible dependents.

SERVICES & FEES

Twenty-four hour EAP telephone access, which includes telephone triage for emergent situations.

Assessment, referral and short term counseling, services - up to six (6) sessions total per employee/benefit eligible dependent unit per year

Supervisory training - includes the referral process regarding job performance and/or alcohol/drug issues

Consultation with employer leadership- regarding the management and referral of employees with job performance or behavioral/medical problems and practices and events that may impact the employee's wellbeing.

Receive referrals and provide education regarding drug and alcohol concerns. Cooperate with Drug Free Workplace program

Employee orientation and education regarding the EAP

Comprehensive referral network of providers

Referral to client's insurance/benefits provider for treatment or community resources, if appropriate

Promotional materials - posters, business cards, pamphlets

Policies/Procedures - Assistance in the development of formal policies and procedures regarding workplace violence, drug-free workplace, critical incidents, and diverse crisis situations.

Quarterly statistical summary of EAP utilization

Appointment of a Contract Manager, liaison to Employer.

The cost is based on 107 employees at \$1.80 per employee per month. The annual cost would be \$2,311.20 paid monthly in the amount of \$192.60.

Up to four (4) hours of Critical Incident Stress Debriefing (CISD) services are provided each year in the annual cost. Should additional CISD services be needed, the cost is \$200.00 per hour per counselor.

Name of Contract Manager: Christopher Yarnold, Director, EAP, SAP, Managed Care

EXHIBIT B

RESPONSIBILITIES OF EMPLOYER

- A. It shall be the City of St. Petersburg Beach's responsibility to ensure that all of the following are completed in relation to the services provided by BayCare Behavioral Health pursuant to this agreement.
1. City of St. Petersburg Beach shall ensure that they provide adequate on site facilities that are deemed necessary by both parties in order to provide services on Exhibit A.
 2. City of St. Petersburg Beach shall provide access to employees in order to promote participation in the programs and services offered.
 3. City of St. Petersburg Beach shall make available any vehicles of communication to be reasonably used by BCBH to promote the services.
 4. City of St. Petersburg Beach shall designate an employee to be BCBH's liaison.

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

Issue Considered: Authorize the City Manager to accept a proposal from Cribb Philbeck Weaver Group, Inc. (CPWG) in the amount of \$39,580 to update to City's Stormwater Master Plan, including the remaining basin studies to aid in the roadway design of Pass-A-Grille Way from 18th Avenue to 1st Avenue.

Date: April 14, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

Summary of Issue: The City selected CPWG to prepare a Stormwater Master Plan in 2012, updating the City's 1993 Master drainage plan. This update focused on the twenty-five basins in the 1993 study. This study will complete the analysis of the remaining 13 basins which impact the upcoming roadway design of Pass-A-Grille way south of 18th Avenue.

The scope of CPWG services includes the following:

1. Data Collection
 - a. Field Reconnaissance
 - b. Validate/Update Stormwater Inventory
 - c. Review As-Built Data
 - d. Update Stormwater Inventory Database
 - e. Public Meetings
2. Computer Modeling
 - a. Hydrologic & Hydraulic Analysis
 - b. Pollutant Load Analysis for drainage into Boca Ciega Bay
3. Alternative Analysis of Capital Projects
 - a. BMP's for Flooding
 - b. Construction Cost Estimates
4. Stormwater Master Plan Report Update

Funding: CIP – Pass-A-Grille Way Reconstruction project

Requested Motion: “I move to authorize the City Manager to accept a proposal from Cribb Philbeck Weaver Group, Inc. (CPWG) in the amount of \$39,580 to update to City's Stormwater Master Plan, including the remaining basin studies to aid in the roadway design of Pass-A-Grille Way from 18th Avenue to 1st Avenue.”

Attachments: CPWG Scope of Work (10/28/14)

Reviewed by City Manager: WS

SCOPE OF WORK
FOR
ST. PETE BEACH STORMWATER MASTER PLAN
PASS-A-GRILLE WAY 1ST TO 18TH AVENUE

A. GENERAL

The City of St. Pete Beach (City) selected CPWG to prepare a Stormwater Master Plan, updating the City's 1993 Master Drainage Plan in 2012. The City requested CPWG at that time to focus on the twenty-five (25) basins in the 1993 study and updating the GIS stormwater database within the city limits, preparing recommendations of improvements within drainage basins that exhibit flooding and preparing a CIP budget for future stormwater projects.

The City has nearly one hundred and seventy-five stormwater basins within its jurisdiction. The purpose of this proposal is to complete the remaining basin studies in the Pass-a-Grille Way Area to aid in the roadway design of Pass-a-Grille Way from 18th to 1st Avenue. The study area will include the following 13 areas.

- 1st Avenue
- 3rd Avenue
- 4th Avenue
- 5th Avenue
- 6th Avenue
- 7th Avenue
- 8th Avenue
- 9th and 10th Avenues
- 11th Avenue
- 15th Avenue
- 16th Avenue
- 17th Avenue
- 18th Avenue

2nd, 12th, 13th, and 14th areas have already been studied.

The following paragraphs describe the services and level of effort that are anticipated to be performed by CPWG on the thirteen basins listed above. .

B. SCOPE OF WORK

The CPWG team of professionals will perform the scope of work described in the following paragraphs.

TASK 1.0 Data Collection

Available stormwater data as provided by the City will be reviewed, including the existing stormwater master plan, as-built construction plans, GIS stormwater database, ERP permits, flooding and maintenance reports, and results of field inspections.

1.1 Field Reconnaissance. CPWG will perform field reconnaissance to inspect and evaluate the 13 identified drainage basins. Field notes and photographs will be taken of the observed stormwater features and written documentation of the type (culvert, weir, catch basin, etc.), size and material of the hydraulic feature and the condition of the structure will be provided in the Stormwater Master Plan.

1.2 Validate and Update Stormwater Inventory. CPWG will review the locations of existing outfalls that are identified in the recent outfall survey conducted by the City. The invert elevations of those stormwater features located within the 13 drainage basins listed below will be determined based on 1) existing information available in the 1993 study, 2) construction plans if provided by the City, or LiDAR elevation structure tops and hand measurements to determine invert and pipe size. A maximum of 100 structures will be verified in this way.

1.3 As-Built Data. CPWG will review existing as-built data or construction plans as provided by the City. Digital files, including topography and land use data will be provided by the City to assist with computer modeling efforts.

1.4 Updating Stormwater Inventory Database

CPWG will assist City GIS staff with updating the stormwater inventory database. CPWG will provide an updated database ready to install. The City will coordinate with CPWG to upload the database to the City's GIS system.

1.5 Public Meetings

CPWG will hold two public meetings during the development of these 13 basins. The first meeting will focus on gathering information and providing information for the citizens of St. Pete Beach. The second meeting will be a presentation of the results of the completed master plan update.

TASK 2.0 Computer Modeling

Land use, topography, soils and stormwater infrastructure data will be obtained from either the City or SWFWMD. CPWG will use GIS to create the supporting maps for inclusion in the Stormwater Master Plan. In addition to these GIS support services, the following specific tasks will be performed:

- 2.1 Hydrologic & Hydraulic Analysis.** CPWG will create an ICPR model for the 13 drainage basins that includes detailed information on hydraulic features collected throughout the City to provide calculations of urban stormwater runoff and its effects on the open and closed stormwater management systems throughout the City. Rates and volumes of stormwater runoff for simulated storm events will be determined using SWFWMD rainfall volumes and distributions. Peak stages and flow rates will be evaluated for the Mean Annual, 10-Year, 25-Year, and 100-Year, 24-Hour storm events. Model scenarios for existing conditions (Existing Conditions Model) will be conducted and areas of potential flooding during the separate storm events will be identified. Model scenarios for recommended improvements (Proposed Conditions Model) will be conducted to evaluate reductions in flood stages.
- 2.2 Pollutant Load Analysis for drainage to Boca Ciega Bay.** A pollutant load analysis will be performed for the drainage basins that discharge directly to Boca Ciega Bay. CPWG will perform a pollutant load analysis using land use and event mean concentration data. The primary focus in performing the water quality assessment is to evaluate the existing nitrogen loading to Boca Ciega Bay. Pollutant load estimates will be used to rate drainage basins for their potential to discharge pollutants to the Bay. Pollutant load reductions will be estimated for water quality improvement projects in support of the City's development of future capital improvement projects to meet regulatory required nutrient reductions.

TASK 3.0 Alternative Analysis of Capital Projects

Best Management Practices (BMPs) for stormwater management include structural controls, non-structural controls, and operation and maintenance (O&M) procedures used to reduce flooding and the discharge of pollutants to receiving water bodies. Non-structural BMPs include activities and ordinances adopted by the City that reduce or prevent pollutants from entering the stormwater. Non-structural BMPs includes items such as the City's street sweeping program, impervious area reduction measures to reduce runoff, a maintenance program to maintain the operations of structural BMPs (such as stormwater inlet and basin cleaning) and the City's NPDES Public Education program (such as education on proper fertilizer application).

Structural BMPs reduce stormwater runoff quantity and quality through use of specific devices or storage structures. These structures are designed to convey stormwater away from flooded areas or treat the stormwater by physically removing pollutants. Structural BMPs include technology such as second-generation baffle boxes, dry and wet detention ponds, swales, engineered wetlands, and exfiltration systems that have proven removal efficiencies.

- 3.1 BMPs for Flooding.** For the 13 drainage basins studied, CPWG will identify problem areas based on the level of services criteria. One solution alternative for each identified problem areas will be developed. Solutions will likely include increased pipe sizes, increased inlet capacity, stormwater storage areas or infiltration areas. A stormwater pumping system for 1st through 4th Avenue will also be investigated.

- 3.2 Construction Cost Estimates.** CPWG will develop construction cost estimates for each Capital Improvement Project proposed to reduce pollutant load and flooding. Additionally CPWG will evaluate SWFWMD permitting requirements.

TASK 4.0 Stormwater Master Plan Report

CPWG will prepare a supplemental report for the City of St. Pete Beach that will document our findings and recommendations for the tasks outlined in this Scope of Work.

C. DELIVERABLES

CPWG PROFESSIONALS will provide to CITY the following deliverables:

1. Updated GIS Database
2. CD of ICPR modeling data and results
3. Stormwater Master Plan Supplement that includes alternative analysis of projects to correct flooding issues and CIP Budget for planning purposes

D. SCHEDULE

The schedule will be mutually developed once a notice to proceed is issued.

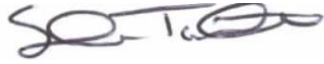
E. COMPENSATION

Compensation for this Scope of Work will be on a lump sum basis, in the amount of \$39,580.00 as shown in Exhibit B. CPWG will invoice the City on a monthly basis based upon CPWG's percent complete, as determined by CPWG at the time of billing.

F. ADDITIONAL PROVISIONS

- The services described herein will be provided in accordance with the current generally accepted standards of the engineering profession. Certain assumptions have been made in preparing this scope of services. To the extent possible, they are stated herein and are reflected in the budget estimates included in this scope of services. Reasonable material changes between work tasks, or level of effort actually required and those budgeted, may serve as a basis for modifying this scope and budget, as mutually agreed to between the City and CPWG.
- CPWG is entitled to rely upon the accuracy of historical and existing data, and information provided by the City and others without independent review and verification.
- CPWG is not responsible for the means, methods, sequences, techniques or procedures of the City for safety precautions and programs.
- The Study is limited to the 13 drainage basins. All modeling and review will be limited to these 13 basin areas.

CPWG, Inc.



12/4/2014

Steve Tarte
Senior Vice President

Date

ACCEPTANCE
City of St. Pete Beach, Florida

Name:
Title:

Date

EXHIBIT B

PROJECT BUDGET

St. Pete Beach Stormwater Master Plan PASS-A-GRILLE WAYBudget

EXHIBIT B

ST. PETE BEACH STORMWATER MASTER PLAN PASS A GRILLE WAY: BUDGET

		Project Manager	Senior Engineer	Project Engineer	GIS/CAD	Clerical	Fee	MH by Activity
Task	Description	M/H	M/H	M/H	M/H	M/H		
1	DATA COLLECTION	10	10	60	20	5	\$9,300.00	105
2	ICPR MODELING	20	40	40	20	10	\$12,600.00	130
3	ALTERNATIVE ANALYSIS OF CAPITAL PROJECTS	8	24	20	24	5	\$7,540.00	81
4	STORMWATER MASTER PLAN REPORT	8	24	20	16	10	\$7,140.00	78
	Reimbursables						\$3,000.00	
	TOTAL	46	98	140	80	30	\$39,580.00	394

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Traffic Control Products of Florida (TCP) for Pavement Markings – FY2015.

Date: April 28, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

Summary

Of Issue: The City received sealed bids with unit prices for various pavement paint and markings on March 17, 2015. This type of purchasing agreement allows the City to quickly address pavement marking needs at the lowest possible cost.

After a review of the unit prices provided and the required bid submittals, Traffic Control Products of Florida (TCP) was determined to be the lowest qualified bidder.

Funding: FY2015 Budget - Public Services Department – Streets – Professional/Contractual - 001.6103.541.5310

Requested

Motion: “I move to authorize the City Manager to enter into a unit price purchasing agreement with Traffic Control Products of Florida (TCP) for Pavement Markings – FY2015.”

Attachments: Bid Tab
Purchase Agreement with TCP

Reviewed by
City Manager: WS



Pavement Marking Unit Price Contract for FY2015
4/14/2015

Pavement Markings by Paint Method		<u>AKCA</u>	<u>Acme</u>	<u>McShea</u>	<u>TCP</u>
4" Yellow Solid Stripe	LNFT	\$0.30	\$1.04	\$0.25	\$0.50
4" White Solid Stripe	LNFT	\$0.30	\$1.04	\$0.25	\$0.50
4" Yellow Skip Stripe	LNFT	\$0.50	\$1.04	\$0.25	\$0.60
4" White Skip Stripe	LNFT	\$0.50	\$1.04	\$0.25	\$0.60
4" Blue Solid Stripe	LNFT	\$0.50	\$0.98	\$1.25	\$1.50
6" Yellow Solid Stripe	LNFT	\$0.50	\$1.56	\$0.35	\$0.30
6" White Solid Stripe	LNFT	\$0.50	\$1.56	\$0.35	\$0.30
6" Yellow Skip Stripe	LNFT	\$0.75	\$1.56	\$0.35	\$0.35
6" White Skip Stripe	LNFT	\$0.75	\$1.56	\$0.35	\$0.35
6" Blue Solid Stripe	LNFT	\$0.50	\$1.47	\$1.50	\$1.50
8" White Solid Stripe	LNFT	\$0.75	\$1.31	\$0.75	\$0.45
8" Yellow Solid Stripe	LNFT	\$0.75	\$2.08	\$0.75	\$0.45
12" White Solid Stripe	LNFT	\$1.75	\$1.97	\$2.50	\$0.70
12" Yellow Solid Stripe	LNFT	\$1.75	\$3.12	\$2.50	\$0.01
18" White Solid Stripe	LNFT	\$2.50	\$2.95	\$2.75	\$1.25
18" Yellow Solid Stripe	LNFT	\$2.50	\$2.89	\$2.75	\$1.25
24" White Solid Stripe	LNFT	\$3.00	\$3.93	\$3.00	\$1.50
Special Emphasis Crosswalk 12"X 6' Wide	LNFT	\$35.00	\$35.38	\$5.00	\$3.50
Special Emphasis Crosswalk 12" X 10' Wide	LNFT	\$75.00	\$35.38	\$7.50	\$4.50
"No Parking" – 18" High Letters	EA	\$50.00	\$439.74	\$100.00	\$35.00
Parking Stall Numbers - Black Background White Numbers (one letter, three r	EA	\$30.00	\$199.98	\$50.00	\$25.00
Symbol – Single Arrow	EA	\$35.00	\$100.47	\$50.00	\$30.00
Symbol – Combination Arrow	EA	\$50.00	\$200.93	\$65.00	\$40.00
Symbol - Handicap	EA	\$75.00	\$199.98	\$50.00	\$50.00
Message – "Stop"	EA	\$50.00	\$199.98	\$75.00	\$30.00
Message - "Stop Ahead"	EA	\$80.00	\$399.76	\$125.00	\$40.00
Message - "Permit Parking Only"	EA	\$60.00	\$799.52	\$250.00	\$40.00

Bid Package Review

Items Required to Be Submitted with Bid		<u>AKCA</u>	<u>Acme</u>	<u>McShea</u>	<u>TCP</u>
Submitted 2 Copies		No	Yes	Yes	Yes
Bidder's Contract Proposal Form		Yes	Yes	Yes	Yes
Bid Schedule		Yes	Yes	Yes	Yes
Project Schedule		N/A	N/A	N/A	N/A
References and Qualifications					
3 References (within past 5 years)		No EM	No EM	No EM	Yes
Firm's History & Personnel Experience		Yes	Yes	No	Yes
Claims/Disputes		No	No	No	Yes
Bonding Capacity		No	No	No	Yes
Certificate of Insurance		Yes	Yes	Yes	Yes
Bid Bond		N/A	N/A	N/A	N/A
Contractor Proof of License		No	No	No	Yes
List of Subcontractors		N/A	N/A	N/A	N/A
Subcontractor Insurance and Licensing		N/A	N/A	N/A	N/A
Contractor's Education and Training		Yes	Yes	No	Yes
Addendum Acknowledgment		N/A	N/A	N/A	N/A
Vendor Form		No	No	No	No

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Traffic Control Products of Florida, Inc.
Pavement Marking Unit Price Contract FY2015

THIS AGREEMENT is hereby executed this 14th day of April, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Traffic Control Products of Florida, 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 30, 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 price 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:

Traffic Control Products of Florida, Inc.
5514 Carmack Road
Tampa, FL 33610

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.

Traffic Control Products of Florida, Inc.
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY 

BY _____
WAYNE SAUNDERS
CITY MANAGER

LYNN N. RICHARDS MDT's Training
NAME, TITLE (typed or printed) AGM

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

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

Issue

Considered: Authorize the City Manager to sign the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City to secure as much as \$311,734 for Blind Pass Road Stormwater Improvements.

Date: April 28, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

**Summary
of Issue:**

The City applied to the SWFWMD for matching grant monies to assist in the significant stormwater improvements associated with the upcoming Blind Pass Road Reconstruction Project.

Based on the information provided to SWFWMD by City staff and consultants, the district has earmarked up to \$311,734 in matching reimbursement funds for construction. The final amount to be reimbursed will be based on the actual final costs of the stormwater components of the project.

Funding: CIP – Blind Pass Road Reconstruction Project
SWFWMD Cooperative Funding Agreement

**Requested
Motion:**

“I move to authorize the City Manager to sign the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City to secure as much as \$311,734 for Blind Pass Road Stormwater Improvements.”

Attachments: SWFWMD Cooperative Funding Agreement

**Reviewed by
City Manager:**

----- WS -----



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Service Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office

6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Michael A. Babb

Chair, Hillsborough

Randall S. Maggard

Vice Chair, Pasco

Jeffrey M. Adams

Secretary, Pinellas

David W. Dunbar

Treasurer, Hillsborough, Pinellas

Carlos Baruff

Former Chair, Manatee

H. Paul Senft, Jr.

Former Chair, Polk

Ed Armstrong

Pinellas

Bryan K. Beswick

DeSoto, Hardee, Highlands

Thomas E. Bronson

Hernando, Marion

Wendy Griffin

Hillsborough

George W. Mann

Polk

Michael A. Moran

Charlotte, Sarasota

Vacant

Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.

Executive Director

January 20, 2015

Ian Wade, P.E.

City of St. Petersburg Beach

7581 Boca Ciega Drive

St. Petersburg Beach, Florida 33706

Subject: City of St. Pete Beach for Blind Pass Road Stormwater Improvement
Area (N607)

Dear Mr. Wade:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and the City of St. Pete Beach for the subject project. Please have both originals signed and dated, and return them to my attention. One fully executed original will be sent to you for your files after the District's designee has signed the agreements.

If you have any questions, please contact me at extension 4739 at the Brooksville office.

Sincerely,

R.J. Dowling, P.E.

Professional Engineer

Engineering & Watershed Management

Water Resources Bureau

RJD/brm

<http://ecmvmprod01.ad.swfwmd.net/gm/folder-1.11.751022>

Enclosures (2)

cc: Records (Contract File)
Project File

COOPERATIVE FUNDING AGREEMENT (2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETE BEACH
FOR
BLIND PASS ROAD STORMWATER IMPROVEMENT AREA (N607)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITY OF ST. PETE BEACH, a municipal corporation of the State of Florida, whose address is 155 Corey Avenue, St. Pete Beach, FL 33706, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the CITY proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the construction of Low Impact Development (LID) Best Management Practices (BMPs) to provide treatment for an area that currently has no water quality infrastructure and for replacement of stormwater inlets and undersized stormwater pipes to alleviate localized street flooding, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the CITY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the CITY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES. Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:

R.J. Dowling, P.E.
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the CITY:

Ian Wade, P.E.
City of St. Pete Beach
7581 Boca Ciega Dr.
St. Pete Beach, Florida 33706

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
 - 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan set forth in Exhibit "A" or, if applicable, the refined budget as set forth in Subparagraph 3.4 below. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.
2. SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the CITY shall perform the services necessary to complete the PROJECT in accordance with the CITY'S Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CITY prior to being performed by the CITY. The CITY shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Six Hundred Twenty Three Thousand Four Hundred Sixty Eight Dollars (\$623,468). The DISTRICT agrees to fund PROJECT costs up to Three Hundred Eleven Thousand Seven Hundred Thirty Four Dollars (\$311,734) and shall have no obligation to pay any costs beyond this maximum amount. The CITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.
- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The

CITY'S payment of any financial obligation under this Agreement is subject to appropriation by the CITY'S Commission of legally available funds.

- 3.2 The CITY shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the CITY for the DISTRICT'S share of allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan set forth in Exhibit "A." Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the CITY shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the CITY for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the CITY for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the CITY, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the CITY.
- 3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the CITY for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The CITY shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT.
- 3.4 The CITY may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The CITY must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the CITY within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the CITY for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.
- 3.5 Payment shall be made to the CITY within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse

the CITY for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 3.2 of this Agreement.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the CITY to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

- 3.6 If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the CITY with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the CITY until such time as the CITY demonstrates that the PROJECT shall achieve the required resource benefits, to provide the CITY with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the CITY'S receipt of written notice from the DISTRICT.

- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the CITY for any purpose not specifically identified in Paragraph 2, Scope of Work. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the CITY are not reimbursable by the DISTRICT and may not be included in the CITY'S share of funding contributions under this Agreement.

- 3.8 Each CITY invoice must include the following certification, and the CITY hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the CITY'S matching funds, as represented in this invoice, are directly related to the performance under the Blind Pass Road Stormwater Improvement Area (N607) agreement between the Southwest Florida Water Management District and City of St. Pete Beach (Agreement No. 15C00000017), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$__ of contingency expenses. The CITY has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and CITY'S share to \$__."

- 3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the CITY will continue to perform the PROJECT work in accordance with the Project Plan. The

CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The CITY'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the CITY concerning the dispute.

4. COMPLETION DATES. The CITY shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in Exhibit "A," including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1.1 of this Agreement. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the CITY, the CITY'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the CITY is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the CITY'S obligations provided for in this provision shall be the CITY'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The CITY shall repay the DISTRICT all funds the DISTRICT paid to the CITY under this Agreement, if: a) the CITY fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the CITY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the CITY fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1.1; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in Paragraph 6 of this Agreement. Should any of the above conditions exist that require the CITY to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in Paragraph 11, Default.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the CITY may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

- 5.3 In the event the CITY is obligated to repay the DISTRICT under any provision of this Agreement, the CITY shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The CITY shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of CITY'S failure to repay the DISTRICT as required by this Agreement.
6. OPERATION AND MAINTENANCE. After construction is completed, the CITY shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the CITY shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
- 6.1. Within thirty (30) days after construction is completed, the CITY shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The CITY shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the CITY shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The CITY'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.
- 6.2. The DISTRICT retains the right to audit any certification and the CITY shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.
7. CONTRACT PERIOD. This Agreement shall be effective October 1, 2014, contingent upon DISTRICT budget approval, and shall remain in effect through October 31, 2017, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the CITY, whichever occurs first, unless amended in writing by the parties. The CITY shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.
8. PROJECT RECORDS AND DOCUMENTS. Upon request by the DISTRICT, the CITY shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CITY under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by

either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party.

9. REPORTS.

- 9.1 The CITY shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The CITY shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.
- 9.2 Upon request by the DISTRICT, the CITY shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.
- 9.3 The CITY shall provide the DISTRICT with the proposed final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT as set forth in Exhibit "A." A professional engineer shall, at a minimum, sign and seal the proposed final design plans. The DISTRICT shall provide a written response to the CITY within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of the Agreement or stating its insufficiencies. The CITY shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The CITY shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
- 9.4 The CITY shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the CITY assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the CITY shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the CITY does not in any way constitute an agency relationship between the DISTRICT and the CITY.

10.2 The CITY agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the CITY'S officers, employees, contractors and agents related to its performance under this Agreement.

10.3 This Paragraph 10 shall not be construed as a waiver of the CITY'S sovereign immunity or an extension of CITY'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph 10 will not be construed to impose contractual liability on the CITY for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the CITY to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or

copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION. The CITY shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the CITY shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.
14. PERMITS AND REAL PROPERTY RIGHTS. The CITY shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the CITY for any costs under this Agreement until the CITY has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the CITY shall repay the DISTRICT all monies contributed to the PROJECT.
15. LAW COMPLIANCE. The CITY shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the CITY'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.
16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the CITY to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.
 - 16.1 If requested, the DISTRICT shall assist the CITY by sharing information to help the CITY in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.
 - 16.2 The CITY agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and

Small Business Utilization Report form is attached as Exhibit "B." The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT. Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
18. CONTRACTORS. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the CITY.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
20. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the CITY is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
21. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The CITY agrees to include this provision in all contracts issued as a result of this Agreement.
22. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida.
23. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 5.1.
24. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement including Subparagraphs 3.3, 9.2, and

Paragraphs 5, 6, 8, 10, 14, 17, 22 and 23 and any provisions requiring an offset or other continuing resource benefit.

25. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
26. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

Exhibit "A" CITY'S Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Bria _____
Assi _____
DO NOT EXECUTE, PENDING
GOVERNING BOARD APPROVAL
Date _____

CITY OF ST. PETE BEACH

By: _____
Eliane Edmunds, City Manager
Date _____

COOPERATIVE FUNDING AGREEMENT (2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETE BEACH
FOR
BLIND PASS ROAD STORMWATER IMPROVEMENT AREA (N607)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>MM</u>	<u>12/31/14</u>
RISK MGMT	<u>N/A</u>	<u>-</u>
CONTRACTS	<u>AM</u>	<u>1/12/15</u>
BUREAU CHIEF	<u>EA</u>	<u>1/16/15</u>
DIRECTOR	<u>Mail</u>	<u>1/14/15</u>
GOVERNING BOARD	_____	_____

EXHIBIT "A" CITY'S PROJECT PLAN

PROJECT DESCRIPTION

The goal of the PROJECT is to improve water quality discharging directly to Boca Ciega Bay by constructing a nutrient separating baffle box to provide treatment for approximately 26 acres that currently has no water quality infrastructure. Additional improvements will be constructed to alleviate flooding up to the 25-year/24-hour storm event, including the replacement of stormwater inlets and undersized stormwater pipe. Water quality and flood protection benefits were based on the calculations provided by the CITY, and the *Drainage Analysis for Blind Pass Road Improvement Project* report, dated May 14, 2013. The DISTRICT will only be reimbursing the CITY for improvements performed to the drainage system along Blind Pass Road, 70th Avenue, and the baffle box and tidal control device located at the outfall.

The CITY shall, separate to this Agreement and prior to implementation of the PROJECT, design the Low Impact Development (LID) Best Management Practices (BMPs) stormwater collection system, secure the necessary rights-of-way, easements and all necessary permits for construction.

PROJECT TASKS

Key tasks to be performed by the CITY:

1. Solicit Bids for Construction – The CITY shall utilize the technical specifications and construction plans to prepare a bid package and solicit bids from qualified construction firms.
2. Contractor Selection – The CITY shall select the lowest qualifying bid and negotiate a contract with the Bidder.
3. Construction - The CITY shall construct the PROJECT in accordance with the final permitted design plans and contract documents.
4. Construction Engineering and Inspection (CEI) - The CITY shall monitor all phases of construction and complete engineering inspections and review all shop drawings to assure infrastructure/facility construction conforms to the permitted plans and design specifications and will provide the DISTRICT inspection documents and photographs.
5. As-Built Survey and Record Drawings – The CITY shall obtain an As-Built Survey, and Record Drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction. The CITY shall obtain the certification of construction of the completed PROJECT from the Engineer of Record and forward to the DISTRICT.

6. Operation and Maintenance Plan and Schedule – The CITY will provide a written operation and maintenance plan, including maintenance details specific to baffle box and tidal control devices, and schedule of maintenance in accordance with Paragraph 6 of the Agreement.

RESOURCE BENEFIT

- Removal of an estimated 455.3 lbs/year of Total Suspended Solids (TSS), 17.1 lbs/year total nitrogen (TN), 3.7 lbs/year total phosphorus (TP).

MEASUREABLE BENEFIT

- Construct LID BMPs to treat approximately 26 acres of urbanized stormwater runoff in accordance with the final permitted design plans.

DELIVERABLES

- Quarterly Status Reports
- Minutes of kick-off, pre-application and progress meetings
- Proposed final design plans, to include supporting documentation and Resource Benefit calculations and methodology
- Operation and Maintenance Plan
- Copy of all required federal, state and local environmental permit application packages and final permits
- Construction bid packages for cost approval (prior to posting)
- Copy of contract with consultant and contractor (for cost approval, prior to execution)
- Copy of executed contract with consultant and contractor
- Copy of Notice to Proceed to contractor
- Copy of Construction Permits
- Digital photos of stages of construction
- Construction inspection reports and construction certification
- Construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer
- One (1) set, electronic and hardcopy, of any final reports
- Minority/Women Owned and Small Business Utilization Report
- Upon DISTRICT request, bi-annual Operation and Maintenance Report

PROJECT BUDGET

DESCRIPTION	DISTRICT	CITY	TOTAL
Construction	\$311,734	\$311,734	\$623,468
CEI	\$0	\$0	\$0
Total	\$311,734	\$311,734	\$623,468

PROJECT SCHEDULE

The CITY shall be responsible for accomplishing the PROJECT within the following timetable:

DESCRIPTION	DATE
Complete Design and Permitting	November 30, 2015
Solicit Bids for Construction	December 31, 2015
Bidding and Contractor Selection Complete	January 31, 2016
Commence Construction	March 31, 2016
Complete Construction	March 31, 2017
Record Drawings Complete	April 30, 2017

Additional task deadlines contained in the performance schedules of any consultant and contractor contracts will be incorporated herein by reference.

EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

[illegible]

☐ Our organization does not collect minority status data.

Signature

Date _____

Print Name and Title

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

Issue

Considered: Authorize the City Manager to sign the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City to secure as much as \$1.88M for Pass-A-Grille Way Stormwater Improvements.

Date: April 28, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

**Summary
of Issue:**

The City applied to the SWFWMD for matching grant monies to assist in the significant stormwater improvements associated with the upcoming Pass-A-Grille Way Reconstruction Project.

Based on the information provided to SWFWMD by City staff and consultants, the district has earmarked up to \$1,881,900 in matching reimbursement funds for construction and construction engineering inspection (CEI). The final amount to be reimbursed will be based on the actual final costs of the stormwater components of the project.

Funding: CIP – Pass-A-Grille Way Reconstruction Project
SWFWMD Cooperative Funding Agreement

**Requested
Motion:**

“I move to authorize the City Manager to sign the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City to secure as much as \$1.88M for Pass-A-Grille Way Stormwater Improvements.”

Attachments: SWFWMD Cooperative Funding Agreement

**Reviewed by
City Manager:**

-----WS-----



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-8759
(813) 985-7481 or
1-800-836-0797 (FL only)

February 16, 2015

Ian Wade, P.E.
City of St. Petersburg Beach
7581 Boca Ciega Drive
St. Petersburg Beach, Florida 33706

Subject: City of St. Pete Beach for Pass-A-Grille Way Stormwater Improvement
Area (N650)

Dear Mr. Wade:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and the City of St. Pete Beach for the subject project. Please have both originals signed and dated, and return them to my attention. One fully executed original will be sent to you for your files after the District's designee has signed the agreements.

If you have any questions, please contact me at extension 4739 at the Brooksville office.

Sincerely,

R.J. Dowling, P.E.
Professional Engineer
Engineering & Watershed Management
Water Resources Bureau

RJD/brm
<http://ecmvmprod01.ad.swfwmd.net/gm/folder-1.11.751292>

Enclosures (2)

cc: Records (Contract File)
Project File

Michael A. Babb
Chair, Hillsborough

Randall S. Maggard
Vice Chair, Pasco

Jeffrey M. Adams
Secretary, Pinellas

David W. Dunbar
Treasurer, Hillsborough, Pinellas

Carlos Beruff
Former Chair, Manatee

H. Paul Senft, Jr.
Former Chair, Polk

Ed Armstrong
Pinellas

Bryan K. Beswick
DeSoto, Hardee, Highlands

Thomas E. Bronson
Hernando, Marion

Wendy Griffin
Hillsborough

George W. Mann
Polk

Michael A. Moran
Charlotte, Sarasota

Vacant
Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.
Executive Director

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETE BEACH
FOR
PASS-A-GRILLE WAY STORMWATER IMPROVEMENT AREA (N650)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITY OF ST. PETE BEACH, a municipal corporation of the State of Florida, whose address is 155 Corey Avenue, St. Pete Beach, FL 33706, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the CITY proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the construction of Low Impact Development (LID) Best Management Practices (BMPs) such as nutrient separating baffle boxes to provide stormwater treatment for an area that currently has no water quality infrastructure and replacement of stormwater inlets and undersized stormwater pipes to alleviate localized street flooding, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the CITY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the CITY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES. Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:	R.J. Dowling, P.E. Southwest Florida Water Management District 2379 Broad Street Brooksville, Florida 34604
------------------------------------	--

Project Manager for the CITY:

Ian Wade, P.E.
City of St. Pete Beach
7581 Boca Ciega Drive
St. Pete Beach, Florida 33706

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
 - 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan set forth in Exhibit "A" or, if applicable, the refined budget as set forth in Subparagraph 3.4 below. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.
2. SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the CITY shall perform the services necessary to complete the PROJECT in accordance with the CITY'S Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CITY prior to being performed by the CITY. The CITY shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Three Million Seven Hundred Sixty Three Thousand Eight Hundred Dollars (\$3,763,800). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 3.1 below and anticipates funding PROJECT costs up to One Million Eight Hundred Eighty One Thousand Nine Hundred Dollars (\$1,881,900), and shall have no obligation to pay any costs beyond this anticipated maximum amount. The CITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The CITY recognizes that the DISTRICT has approved \$1,353,450 for the PROJECT through Fiscal Year 2015. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The CITY'S payment of any financial obligation under this Agreement is subject to appropriation by the CITY'S Commission of legally available funds
- 3.2 The CITY shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the CITY for the DISTRICT'S share of allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan set forth in Exhibit "A." Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the CITY shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the CITY for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the CITY for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the CITY, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the CITY. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the CITY has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 3.4 and are otherwise reimbursable by the DISTRICT under this Agreement.
- 3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the CITY for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The CITY shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT.
- 3.4 The CITY may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The CITY must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the CITY within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the CITY for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

- 3.5 Payment shall be made to the CITY within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the CITY for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 3.2 of this Agreement.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the CITY to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

- 3.6 If at any point during the progression of the PROJECT the DISTRICT determines that it is likely that the Measurable Benefit, as set forth in the Project Plan, will not be achieved, the DISTRICT shall provide the CITY with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the CITY until such time as the CITY demonstrates that the PROJECT shall achieve the required resource benefits, to provide the CITY with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the CITY'S receipt of written notice from the DISTRICT.

- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the CITY for any purpose not specifically identified in Paragraph 2, Scope of Work. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the CITY are not reimbursable by the DISTRICT and may not be included in the CITY'S share of funding contributions under this Agreement.
- 3.8 Each CITY invoice must include the following certification, and the CITY hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the CITY'S matching funds, as represented in this invoice, are directly related to the performance under the Pass-A-Grille Way Stormwater Improvement Area (N650) agreement between the Southwest Florida Water Management District and City of St. Pete Beach (Agreement No. 15C00000016), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$__ of contingency expenses. The CITY has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and CITY'S share to."

- 3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the CITY will continue to perform the PROJECT work in accordance with the Project Plan. The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The CITY'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the CITY concerning the dispute.

4. COMPLETION DATES. The CITY shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in Exhibit "A," including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1.1 of this Agreement. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the CITY, the CITY'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the CITY is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the CITY'S obligations provided for in this provision shall be the CITY'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The CITY shall repay the DISTRICT all funds the DISTRICT paid to the CITY under this Agreement, if: a) the CITY fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the CITY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the CITY fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1.1; or d) a provision or provisions of this

Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in Paragraph 6 of this Agreement. Should any of the above conditions exist that require the CITY to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in Paragraph 11, Default.

- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the CITY may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the CITY is obligated to repay the DISTRICT under any provision of this Agreement, the CITY shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The CITY shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of CITY'S failure to repay the DISTRICT as required by this Agreement.

6. OPERATION AND MAINTENANCE. After construction is completed, the CITY shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the CITY shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- 6.1. Within thirty (30) days after construction is completed, the CITY shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The CITY shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the CITY shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The CITY'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period
- 6.2. The DISTRICT retains the right to audit any certification and the CITY shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

7. CONTRACT PERIOD. This Agreement shall be effective October 1, 2014, contingent upon DISTRICT budget approval, and shall remain in effect through May 31, 2017, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the CITY, whichever occurs first, unless amended in writing by the parties. The CITY shall

not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS. Upon request by the DISTRICT, the CITY shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CITY under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party.

9. REPORTS.

- 9.1 The CITY shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The CITY shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.
- 9.2 Upon request by the DISTRICT, the CITY shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.
- 9.3 The CITY must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The CITY shall provide the DISTRICT with the 30%, 60%, 90% and proposed final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT, in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT, as set forth in Exhibit "A." A professional engineer shall, at a minimum, sign and seal the proposed final design plans. The DISTRICT shall provide a written response to the CITY within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of the Agreement or stating its insufficiencies. The CITY shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid

documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The CITY shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

- 9.4 The CITY shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the CITY assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the CITY shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the CITY does not in any way constitute an agency relationship between the DISTRICT and the CITY.

- 10.2 The CITY agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the CITY'S officers, employees, contractors and agents related to its performance under this Agreement.

- 10.3 This Paragraph 10 shall not be construed as a waiver of the CITY'S sovereign immunity or an extension of CITY'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph 10 will not be construed to impose contractual liability on the CITY for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the CITY to be sued by third parties in any manner arising out of this Agreement.

- 10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days,

then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.
13. DISTRICT RECOGNITION. The CITY shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the CITY shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.
14. PERMITS AND REAL PROPERTY RIGHTS. The CITY shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the CITY for any costs under this Agreement until the CITY has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the CITY shall repay the DISTRICT all monies contributed to the PROJECT.
15. LAW COMPLIANCE. The CITY shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the CITY'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.
16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the CITY to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.
 - 16.1 If requested, the DISTRICT shall assist the CITY by sharing information to help the CITY in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

- 16.2 The CITY agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as Exhibit "B." The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.
17. ASSIGNMENT. Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
18. CONTRACTORS. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the CITY.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
20. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the CITY is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
21. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The CITY agrees to include this provision in all contracts issued as a result of this Agreement.
22. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must

contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The CITY agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

23. COMPENSATORY TREATMENT AND MITIGATION. This PROJECT shall not be used by the CITY or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. In the event the PROJECT is used for compensatory water quality treatment or mitigation for another project in violation of this Paragraph, the CITY shall repay the DISTRICT all funds the DISTRICT paid to the CITY under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT.
24. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida.
25. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 5.1.
26. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement including Subparagraphs 3.3 and 9.2, and Paragraphs 5, 6, 8, 10, 14, 17, 23, 24 and 25 and any provisions requiring an offset or other continuing resource benefit.
27. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
28. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

Exhibit "A" CITY'S Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Brian J. Armstrong, P.G. Date
Assistant Executive Director

CITY OF ST. PETE BEACH

By: _____
Eliane Edmunds, City Manager Date

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETE BEACH
FOR
PASS-A-GRILLE WAY STORMWATER IMPROVEMENT AREA (N650)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>msm</u>	<u>12/31/14</u>
RISK MGMT	<u>N/A</u>	<u>-</u>
CONTRACTS	<u>ACH</u>	<u>1/20/15</u>
BUREAU CHIEF	<u>eda</u>	<u>1/30/15</u>
DIRECTOR	<u>2/1/15</u>	<u>2/13/15</u>
GOVERNING BOARD	<u>N/A</u>	<u>-</u>

EXHIBIT "A" CITY'S PROJECT PLAN

PROJECT DESCRIPTION

The goal of the PROJECT is to improve water quality discharging directly to Boca Ciega Bay by constructing nutrient separating baffle boxes for approximately 49 acres that currently has no water quality infrastructure. Additional improvements will be constructed to alleviate flooding up to the 25-year/24-hour storm event, including the replacement of stormwater inlets and undersized stormwater pipe. Water quality and flood protection benefits were based on the calculations provided by the CITY, and the *Pass-a-Grille Way Preliminary Engineering Report Cabrillo Ave. to 19th Ave.*, dated April 2014. The DISTRICT will be reimbursing the CITY for improvements performed to the drainage system along Pass-a-Grille Way, from West Maritana Drive to 19th Avenue, and the baffle box and tidal control device located at all outfalls.

The CITY shall, separate to this Agreement and prior to implementation of the PROJECT, design the Low Impact Development (LID) Best Management Practices (BMPs) and stormwater collection system, secure the necessary rights-of-way, easements and all necessary permits for construction.

PROJECT TASKS

Key tasks to be performed by the CITY:

1. Solicit Bids for Construction – The CITY shall utilize the technical specifications and construction plans to prepare a bid package and solicit bids from qualified construction firms.
2. Contractor Selection – The CITY shall select the lowest qualifying bid and negotiate a contract with the Bidder.
3. Construction - The CITY shall construct the PROJECT in accordance with the final permitted design plans and contract documents.
4. Construction Engineering and Inspection (CEI) - The CITY shall monitor all phases of construction and complete engineering inspections and review all shop drawings to assure infrastructure/facility construction conforms to the permitted plans and design specifications and will provide the DISTRICT inspection documents and photographs.
5. As-Built Survey and Record Drawings – The CITY shall obtain an As-Built Survey, and Record Drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction. The CITY shall obtain the certification of construction of the completed PROJECT from the Engineer of Record and forward to the DISTRICT.
6. Operation and Maintenance Plan and Schedule – The CITY will provide a written operation and maintenance plan, including maintenance details specific to baffle box

and tidal control devices, and schedule of maintenance in accordance with Paragraph 6 of the Agreement.

RESOURCE BENEFIT

- Removal of an estimated 1,206 lbs/year of Total Suspended Solids (TSS), 45 lbs/year total nitrogen (TN), 10.1 lbs/year total phosphorus (TP).

MEASUREABLE BENEFIT

- Construction of LID BMPs to treat approximately 49 acres of high density residential stormwater runoff.

DELIVERABLES

- Quarterly Status Reports
- Design plans, to include Resource Benefit calculations and methodology, at 30%, 60%, 90% and proposed final design levels
- Estimate of proposed construction cost at 30% design
- Engineer's opinion of probable cost at 60%, 90%, proposed final design and final construction drawings
- Copy of all required federal, state and local environmental permit application packages and final permits
- Construction bid packages for cost approval (prior to posting)
- Copy of contract with consultant and contractor (for cost approval, prior to execution)
- Copy of executed contract with consultant and contractor
- Copy of Notice to Proceed to contractor
- Copy of Construction Permits
- Minutes of kick-off, pre-application and progress meetings
- Digital photos of stages of construction
- One (1) set, electronic and hardcopy, of any final reports
- Construction inspection reports and construction certification
- Construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer
- Minority/Women Owned and Small Business Utilization Report
- Operation and Maintenance Plan
- Upon DISTRICT request, bi-annual Operation and Maintenance Report

PROJECT BUDGET

DESCRIPTION	DISTRICT	CITY	TOTAL
Construction	\$1,811,900	\$1,811,900	\$3,623,800
CEI	\$70,000	\$70,000	\$140,000
Total	\$1,881,900	\$1,881,900	\$3,763,800

PROJECT SCHEDULE

The CITY shall be responsible for accomplishing the PROJECT within the following timetable:

DESCRIPTION	DATE
Complete Design and Permitting	April 30, 2015
Solicit Bids for Construction	May 31, 2015
Bidding and Contractor Selection Complete	June 30, 2015
Commence Construction and CEI	September 30, 2015
Complete Construction and CEI	November 30, 2016
Record Drawings Complete	December 31, 2016

Additional task deadlines contained in the performance schedules of any consultant and contractor contracts will be incorporated herein by reference.

EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*										
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE			UNKNOWN
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN
COOPERATOR:												
AGREEMENT NO.:												
PROJECT NAME:												
TOTAL PROJECT COST:												
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID											

* ☐ Our organization does not collect minority status data.

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

Issue Considered: Additional \$7500 in Continuing Services contract with Tindale Oliver for completion of the CRA Plan.

Date: April 28, 2015

Prepared By: Jennifer Bryla, Community Development Director

Through: Wayne Saunders, City Manager *WS*

Summary of Issue: City staff is in the process of formulating a Community Redevelopment Agency (CRA) for the Corey Avenue District and the Gulf Boulevard Development Districts with the assistance of the consultant "Tindale Oliver". The consultant has been working on the plan for more than a year and is in the final stages. The revision to the contract is for completion of that work. Once work is completed the City will conduct a public hearing to adopt the CRA Plan. The City will then seek approval from Pinellas County for the redevelopment plan and establishment of the Agency. Staff will then return to City Council to adopt the ordinance establishing the Redevelopment Trust Fund during two public hearings. Staff will then return to the County Commission for approval of that ordinance.

Tasks associated with the additional funds are outlined below:

- Number of tasks were identified that needed to be completed in advance of the hearing with Pinellas Board of County Commissioners.
 - o Complete minor strikethrough/underline edits.
 - o Complete minor edits from Gordon Beardslee (Pinellas County Planning) related to the use of Penny for Pinellas funding.
 - o Review Dunedin and St. Petersburg CRA's to identify interlocal agreements and/or data and analysis developed to serve as justification for the use of County TIF funding to construct parking garages.
 - o Add additional detail (narrative, photographs, budget information) related to planned use of the Penny for Pinellas beautification money and how that relates to the CRA funding already budgeted for Gulf Boulevard streetscape improvements.
 - o Coordinate with staff to update cost estimates for undergrounding utilities in the CIP Table.

- o Review detailed plans for Blind Pass Road improvements that are currently in design. These should be added to the CRA Plan.
 - o Add capital budget information to the CIP for the Corey Avenue improvements proposed in the adopted Vision Plan. These cost estimates will need to be developed collaborating with staff and using unit costs provided by Michael Baker.
 - o Update CIP Table to include property acquisition costs.
 - o Review capital costs in the CIP to ensure that adequate "soft costs" are included.
 - o Update CIP table to more clearly identify specific expenditures that will be covered by City vs. County over the course of the redevelopment plan.
- Completion of the above tasks may include coordination calls with St. Pete Beach staff and potentially staff at other jurisdictions (i.e. Pinellas County, Dunedin and St. Petersburg).
- o It is expected that some minor CRA Plan edits will need to be made to reflect the Comprehensive Plan settlement agreement.

Requested Motion: I move to approve the additional \$7,500 in the Continuing Services contract with Tindale Oliver for completion of the CRA Plan.

Attachment: Continuing Services Proposal

December 14, 2014
(Revision #1 - February 16, 2015)
(Revision #2 - March 18, 2015)
(Revision #3 – April 3, 2015)

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

Re: St. Pete Beach CRA Plan Update - Additional Services Request

Mr. Saunders

Please accept this correspondence as a request for additional services to complete the St. Pete Beach CRA Plan Update (TOA Project Number 465004-01.13). The original scope/fee (Dated August 12, 2013), included the completion of one draft Redevelopment Plan document and one revised final Redevelopment Plan document, and followed by two public hearings. As of the date of this request, there have been two revised draft CRA Plans, and it is expected that there will be at least two more sets of revisions required before final adoption. In addition, there are number of additional Public Workshops/Hearings that will be required above and beyond the two originally included in the scope of work.

The Redevelopment Plan revisions that have already occurred, as well as those that are in process in advance of our next public hearing are described below.

These revisions were as follows:

- **Plan Revision 1 (completed)** - The first draft plan was submitted to staff for review on February 11, 2014. Following submittal, staff provided comments, which were incorporated into a revised draft submitted to staff on March 14, 2014.
- **Plan Revision 2 (completed)** - Following the receipt of comments from Pinellas County staff on May 28, 2014, a revised CRA Plan and Response to Comments was completed, and submitted to staff on July 29, 2014. This revised plan document was then resubmitted to Pinellas County for their review.
- **Plan Revision 3 (completed)** - Following a meeting with Pinellas County Staff, comments were provided on September 25, 2014. These comments were incorporated with those from the following Public Meetings:

- o Planning Board Workshop - On September 16th, Tindale Oliver staff presented the draft plan to the Planning Board for their review/comment. Comments were provided both during the meeting and in written format from Committee Member Secka following the workshop.
- o CRA Board Workshop - On October 28, 2014, Tindale Oliver staff presented the draft Redevelopment Plan to the CRA Board for their review/comment. Comments were provided during the meeting.
- **Plan Revision 4 (Complete)** - Following the Planning Board Meeting of November 17, 2014, additional changes have been incorporated and submitted to staff for review. ~~These will be completed in advance of the Redevelopment Agency Hearing in January 2015.~~
- **Plan Revision 5 (In Process)** - During the meeting with the Pinellas County Administrator, a number of tasks were identified that needed to be completed in advance of the hearing with Pinellas Board of County Commissioners. Tindale Oliver met with St. Pete Beach staff on January 23, 2015 and subsequently had a follow up call with Chelsey Welden on January 30, 2015 to discuss these tasks in detail. As a result of those conversations the following tasks have been identified:
 -
 - o Complete minor strikethrough/underline edits requested from Matt McLachlan.
 - o Complete minor edits from Gordon Beardslee (Pinellas County Planning) related to the use of Penny for Pinellas funding.
 - o Review Dunedin and St. Petersburg CRA's to identify interlocal agreements and/or data and analysis developed to serve as justification for the use of County TIF funding to construct parking garages.
 - o Add additional detail (narrative, photographs, budget information) related to planned use of the Penny for Pinellas beautification money and how that relates to the CRA funding already budgeted for Gulf Boulevard streetscape improvements.
 - o Coordinate with staff to ~~u~~update cost estimates for undergrounding utilities in the CIP Table.
 - o Review detailed plans for Blind Pass Road improvements that are currently in design, but have not yet been funded. These should be added to the CRA Plan.
 - o Add capital budget information to the CIP for the Corey Avenue improvements proposed in the adopted Vision Plan. These cost estimates will need to be developed collaborating with staff and using unit costs provided by Michael Baker.
 - o Update CIP Table to include property acquisition costs.
 - o Review capital costs in the CIP to ensure that adequate "soft costs" are included.
 - o Update CIP table to more clearly identify specific expenditures that will be covered by City vs. County over the course of the redevelopment plan.

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Completion of the above tasks may include coordination calls with St. Pete Beach staff and potentially staff at other jurisdictions (i.e. Pinellas County, Dunedin and St. Petersburg). This additional service assumes a maximum of three calls.

- **Plan Revision 6 (forthcoming following the completion of the Comprehensive Plan settlement agreement)** - It is expected that some minor CRA Plan edits will need to be made following the completion of the Comprehensive Plan settlement agreement.
- **Plan Revision 7 (forthcoming following hearing with Board of County Commissioners)** - It is expected that subsequent meetings with Pinellas County Administration and the Board of County Commissioners will yield additional edits that will need to be completed before adoption of the Redevelopment Plan.

It is assumed that the outstanding revisions referenced above will not include any additional financial/market analysis, including adjustments to tax increment (TIF) projections, etc. These types of more in-depth edits will need to be addressed in a separate additional services proposal and coordinated with Urban Development and Mobility Solutions (UDMS).

In addition to the Redevelopment Plan revisions described above, it is also expected that additional public meetings/hearings will be required in addition to those in the original scope of work. Specific dates for these meetings have not been set. These additional meetings are as follows:

- **Planning Board Public Hearing** - As a result of the expected settlement agreement in early 2015, it is expected that the Planning Board will have to hold a hearing to find the CRA Plan consistent with the updated Comprehensive Plan. This meeting is expected to be held in ~~March~~/April/~~May~~ 2015.
- **Community Redevelopment Agency Public Hearing** - In ~~March~~/April/~~May~~ 2015, the Community Redevelopment Agency will make a formal recommendation to the City Council for approval of the Plan.
- **City Commission Public Hearing** - In ~~April/May 2015~~~~February/March 2015~~, the City Commission will hold a Public Hearing where they will adopt the CRA Plan (This meeting will be held the same day as the Community Redevelopment Agency Hearing) .
- **Board of County Commission Public Hearings** - In ~~April/May~~~~May/June~~ 2015, the Board of County Commissioners will hold a Public Hearing to review and approve the Redevelopment Plan.
- **City Commission Public Hearing** - In ~~May~~/June 2015, the City Commission will hold two public hearings to adopt the ordinance establishing the Redevelopment Trust Fund.
- **Board of County Commission Public Hearing** - In June/July 2015, County Commission will hold a public hearing to approve the ordinance creating the Redevelopment Trust Fund.

In addition to the tasks listed above, it is expected that there will be some additional meetings with City and County staff to complete the plan adoption process. ~~These meetings could also require the Redevelopment Plan revisions to policy, graphics, and/or financial projections.~~ Tindale Oliver will attend up to two total additional meetings with City ~~and and/or~~ County ~~staff.~~ It is assumed that one of these meetings will be held in person and the other will be a conference call. ~~The two potential meetings with City staff will be conducted as a conference call.~~

We estimate that the time needed to complete the Redevelopment Plan revisions, attend the public hearings, and provide additional staff support as documented in this proposal will require an additional \$7,500,000. ~~This amount includes additional tasks that have already been completed as described in this proposal.~~

With the authorization of this request, Tindale Oliver will be able to complete additional services documented in this proposal. If this proposal meets with your approval and you wish to direct us to proceed, please sign below as indicated and return a signed original to our office.

Sincerely,

In agreement with Scope and Fee,

Tindale Oliver

City of St. Pete Beach, Florida

Ginger Corless, AICP, CPRP
Principal

By: _____

As Its: _____

Date: _____

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

Issue Considered: Appointment to the Police Officers' Pension Board of Trustees

Date: April 28, 2015

Prepared By: Wayne Saunders, City Manager WS

Summary of Issue: The term for one of the Commission appointed positions on the Police Officers' Pension Board of Trustees expired in March. The current appointee, Mr. Bob Rogers, has expressed his desire to serve another two year term on the Board.

Requested Motion: "I move to reappoint Bob Rogers to the Police Officers' Pension Board of Trustees."

Attachment: Correspondence from Bob Rogers

Mayor Lowe, City Commission & City Manager

St Pete Beach City Government

155 Corey Ave.

St. Pete Beach, FL 33706

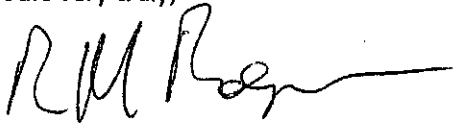
Dear Mayor Lowe, & City Commissioners,

My term on the Police Pension Board has expired. I have served on the Police Pension Board for six years and have been the Chair for four of those years. I was reelected Chair at our January, 2015 meeting. During my tenure, the plan has steadily improved from 55% funded to better than 70% funded while meeting all financial commitments and complying with all laws governing the pension plan. Should it be the pleasure of the City Commission, I would like to continue serving on the Police Pension Board.

Attached to this letter are my most recent reports on the activities of the Police Pension Board.

Thank you for your consideration.

Yours very truly,

A handwritten signature in black ink, appearing to read 'RMR Rogers', with a long horizontal flourish extending to the right.

Robert Miller Rogers

March 18, 2015

Mayor Lowe and Commissioners

St. Pete Beach, Florida

1/19/2015

Dear Mayor Lowe and City Commission,

The Police Pension Board continues to work to meet the obligation of the City of St. Pete Beach to pay the earned pension benefits for our now retired Police Officers. As of the end of calendar year ending 12/31/2014 all of our police officers have retired or are vested and will receive their benefit when they are eligible under the retirement system in effect when they left city service. The St Pete Beach Pension plan is now closed to any new beneficiaries. Therefore, the only contributions to the plan are from (1.) City required contributions as determined by the actuary's annual report and (2.) An annual rebate on a state tax included with automobile insurance policies issued to St. Pete Beach residents.

There are 34 total persons entitled to retirement benefits under the St Pete Beach Police Retirement Plan. They are categorized as follows: 23 service retirees, 1 person receiving a death benefit, and 1 person receiving a disability benefit, 7 vested (a benefit will be paid when they reach retirement age), and 2 persons in the DROP.

In July the Plan's advisor recommended that because of the age of the beneficiaries and the absence of future member contributions that the Board should consider a more prudent and conservative approach to the investment policy and the mix of equities to fixed income investments. The board took two important steps based on this recommendation. **First**, by unanimous vote the board moved to a gradual reduction from about 70% equity to 50% equity-50% fixed income portfolio. An adopted revised Investment Policy Statement reflects this change. **Second**, the board voted in October to change the growth assumption from 7.75% to 7.0% growth assumption to reflect the realistic growth for a portfolio with 50% equity - 50% fixed asset mix.

The market value of assets in the Plan At fiscal year-end Oct., 2013 was \$11,245,100.88. Net assets at fiscal year-end Oct., 2014 were \$11,856,983.37 for an increase in value of \$611,822. Concurrently the Plan had distributions of \$1,078,585.91 last year. Of that: \$1,031,355.37 for pension benefits and \$47,230.54 for Share distributions. The plan had operating expenses of \$87,671.63. The plan funds have increased over \$3.6 million over the last five years while paying all benefit obligations and expenses.

The Police Pension board is working diligently to ensure the pension benefit for our former police officers will be met. The Board is focused on prudent management of the funds available with a sharp eye on expense control while demanding excellent performance from our consultants and money managers. We are pleased to report these results for your consideration.

Yours very truly,



Robert M. Rogers, Chair - Police Pension Board

Mayor Steve McFarlin, City Commission, City Manager
155 Corey Ave.
St. Pete Beach, FL 33706

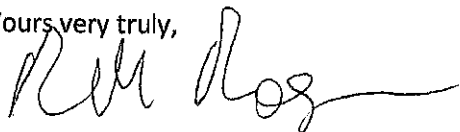
Dear Mayor McFarlin and City Commission,

The Police Pension Board is pleased to report the findings of the Actuary's annual report and to provide an understanding of recent actions taken by the board. You are well aware of the under performance of the plan over a multiple year period. The 15 year period ending in 9/30/2011 had an average investment return of 5.7% which was substantially below the expected return of 8.5%. The result was a plan which was 55% funded and was in the bottom quartile of performance compared to other city pension plans in Florida. A pension plan under 80% funded is considered problematic; our fund at 55% was dangerously underfunded and was a threat to the fiscal health of our City. The board had begun to take action in late 2010 and in 2011 a significant restructuring of the portfolio was undertaken. The growth assumption was reduced to 7.75% which is in line with the Florida Retirement System accepted assumption. The reexamination of the portfolio resulted in changes to our investment managers including moving 50% of our equities to a very low cost Vanguard institutional fund and a rebalancing of the fixed income to equity investments. The Board's objectives have been to reduce expenses and to select the best fund managers to achieve prudent and sustainable performance.

The Commission's confidence in the Police Pension Board's management as embodied in the decision to provide greater funding than required has compounded into a very strong performance. The very favorable equity market conditions over the last two years along with careful expense management has improved our current funded ratio from the previously mentioned 55% to 71%. In absolute dollars we have reduced our unfunded Liability from \$7,544,406 in 2011 to \$4,294,975 current year. This is an improvement of \$3,249,431 in funding for the police officers' earned pensions. It is projected that by year end 2014 all the remaining four police officers will have either retired or will be terminated and vested for retirement. At that time there will be no officers accruing additional benefits and the City's police pension liability will be frozen. The net actuarial assets available to pay benefits are \$10,679,904. Because of relentlessly challenging market conditions, it is realistic to expect it will take more than twenty years for the plan to be fully funded. The timeframe for a fully funded plan probably will be reduced if in the future the city is able to contribute more than that required by the annual actuarial computations.

Thank you for your continuing confidence and patience. The Police Pension Board is working diligently to achieve the goal of a fully funded police pension plan.

Yours very truly,



Robert M. Rogers Chair, Police Pension Board

December 10, 2013

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

Issue Considered: Appointments to the Firefighters' Pension Board of Trustees

Date: April 28, 2015

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: The term for Mr. Michael Terry, one of the Commission appointed positions on the Firefighters' Pension Board of Trustees, expired in March. He has expressed his desire to serve another two year term on the Board.

Mr. Keith Beattie's, the fifth member of the Firefighters' Pension Board of Trustees, term also expired in March. At their January meeting the Firefighters' Pension Board chose to have Mr. Beattie continue to serve on the Board, to which Mr. Beattie agreed. The request tonight is for the Commission to approve their selection.

Requested Motion: "I move to reappoint Michael Terry and Keith Beattie to the Firefighters' Pension Board of Trustees."

Attachment: N/A

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

Issue Considered: Appointments to the General Employees' Pension Board of Trustees

Date: April 28, 2015

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: The term for one of the Commission appointed positions on the General Employees' Pension Board of Trustees expired in March. The current appointee, Mr. Bill Schroeder has expressed his desire to serve another two year term on the Board.

The fifth member of the General Employees' Pension Board of Trustees, who is selected by the other four members of the Pension Board and approved by the Commission, is vacant. At their April 16, 2015 meeting the Pension Board selected James Rossi for this vacancy; thus, the request tonight is for the Commission to approve their selection. Mr. Rossi's Bio is attached for your review.

Requested Motion: "I move to reappoint Mr. Bill Schroeder to the General Employee's Pension Board and approve the selection Mr. James Rossi to the General Employees' Pension Board."

Attachment: Correspondence from Bill Schroeder
Bio for James Rossi

From: Bill Palmer
Sent: Tuesday, March 03, 2015 2:46 PM
To: William Schroeder
Cc: Colette Graston
Subject: RE: GPB application for board seat!

That's great Bill! I will forward this to Collette so she can put in on the commission agenda for re-appointment. Have a great day.

Bill

From: William Schroeder [mailto:william_schroeder@jabil.com]
Sent: Tuesday, March 03, 2015 9:35 AM
To: Bill Palmer
Subject: Re: GPB application for board seat!

Hi Bill - Yes. I am willing to stay on.

Regards,

Bill

William C. Schroeder
Jabil Circuit, Inc.
10560 Dr. Martin Luther King, Jr. Street, North, Saint Petersburg, FL 33716

Phone: 727.803.3544
Fax: 727.231.3544
Mobile: 727.459.0716
Email: william_schroeder@jabil.com

James Rossi, of Saint Pete Beach, FL, is retired from over 30 years of Federal Government Service with the Federal Aviation Administration and served in the United States Air Force prior to that. He held many positions from Air Traffic Controller, Quality Assurance Specialist, Training Specialist and Front Line Manager. James has served as the President of his Condominium Association, currently serves as the Vice President of his Condominium Association, and was President of a Homeowners Association (12 years of experience). He is very active in the monthly and annual budget requirements, and the day to day operations of the association. He is a VIP (Volunteer in Partnership) with the Pinellas County Sheriff's Department. He has extensive experience with various pension plans, 401K plans, Social Security Benefits and individual investment options as he does his own financial planning and investing successfully.

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

Issue

Considered: Waive the requirement for three written quotes and authorize the City Manager to enter into a Fireworks Display Contract with Pyrotecnico in the amount of \$25,000 for the July 4, 2015 fireworks show.

Date: April 28, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

Summary of Issue: The City budgeted \$21,000 for July 4th fireworks and \$8,000 for a barge this year. However, since the show has been very successful the past few years without the barge and preliminary discussions with Pyrotecnico indicated the cost of the barge would likely exceed \$8,000, staff is recommending spending all of the monies on fireworks and shooting from Upham Beach again this year.

We have used Pyrotecnico in the past, they are well established, and have significant experience. They have shot from this location before with success and know our specific policies and procedures. The Fire Marshal has reviewed the contract and proposal and is satisfied. We have also met with the Sheriff Office to discuss the needed police presence for the event and the City Attorney has reviewed the contract and is satisfied.

Funding: Administration – Other Expenses

**Requested
Motion:**

“I move to waive the requirement for three written quotes and authorize the City Manager to enter into a Fireworks Display Contract with Pyrotecnico in the amount of \$25,000 for the July 4, 2015 fireworks show.”

Attachments: Proposal from Pyrotecnico
Contract

**Reviewed by
City Manager:** WS

PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

City of St. Pete Beach
St. Pete Beach, Florida
July 4th, 2015



800.854.4705 • WWW.PYROTECNICO.COM



OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operating Officer - cmele@pyrotecnico.com

With 26 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Rick Hoppe - Chief Financial Officer - rhoppe@pyrotecnico.com

Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Regional Sales Manager - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Joann Eskew - Sales Assistant - jeskew@pyrotecnico.com

Joann aids Chirs in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL

**Client:**

City of St. Pete Beach, Florida

Event Date: July 4th, 2015

Prepared for: Mr. John Kretzer

Contract Terms:

50% deposit due upon signing of contract. The balance is due 10 days prior to the display.

This Presentation Includes:

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





Opening Presentation

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

50 3-inch Assorted Color Changing Star Shells
12 4-inch Assorted Color Changing Star Shells
10 5-inch Assorted Color Changing Star Shells

72 Total Opening Shells

Body

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

238 4-inch Assorted Aerial Display Shells

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

150 5-inch Assorted Aerial Display Shells

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

388 Total Body Shells

Special Effect Barrages

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

- 10 49 Shot Assorted Angled Barrages (490 Shots)
- 4 100 Shot Assorted Angled Barrages (400 Shots)
- 2 150 Shot Assorted Angled Barrages (300 Shots)

1,190 Total Barrage Shells

Your Grand Finale Presentation

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

- 240 3-inch Assorted Color Star Shells
- 120 3-inch Titanium Salutes
- 54 4-inch Assorted Color Star Shells
- 35 5-inch Assorted Color Star Shells

449 Total Finale Shells





RECAP



PRESENTATION

Opening

50 3-inch Shells
12 4-inch Shells
10 5-inch Shells

72 Total Opening Shells

Body

238 4-inch Shells
150 5-inch Shells

388 Total Body Shells

Special Effect Barrages

10 49 Shot Assorted Angled Barrages
4 100 Shot Assorted Angled Barrages
2 150 Shot Assorted Angled Barrages

1,190 Total Barrage Shells

Grand Finale

240 3-inch Shells
120 3-inch Titanium Salutes
54 4-inch Shells
35 5-inch Shells

449 Total Finale Shells

2,099 Total Shells and Barrage Shots

PRICING

\$25,000.00 Aerial Display Presentation Value
\$0.00 Permit Fees (Waived by city)
\$0.00 Sheriff Security Fees (Paid by city)

\$25,000.00 Grand Total



YOUR SHOW



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



OPENING - - - - - BODY - - - - - FINALE

- *Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



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THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Chris Liberatore | Regional Sales Manager
954. 657. 8403 (Office)
954. 401. 2677 (Cell)



800.854.4705 • WWW.PYROTECNICO.COM





Fireworks Display Contract

THIS CONTRACT (this "Contract") is made this _____ day of _____, 2015 by and between **Pyrotecnico Fireworks Inc. ("Pyrotecnico")** and **City of St. Pete Bch** ("City of St. Pete Bch"), with its principal place of business located in ___ St. Pete Bch FL ____.

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

1. Fireworks Display.

Pyrotecnico shall sell, furnish and deliver to City of St. Pete Bch certain fireworks which Pyrotecnico agrees to exhibit and display on

DATE: 7/4/2015 **/Rain Date:** _____ **(Please fill in Rain Date)**

(Note: Rain dates not available on July 2-4, 2014 – If planning a Rain Date during July 4th week, please consult with your Show Producer before submitting) in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico the contract price of \$25,000.00 (City to pay for permit, fire watch and beach security Fees) (the "Contract Price") paid as follows: **a. 50% of the Contract Price due upon the signing of this Contract b. the balance of the Contract Price due within ten (10) days of completion of Fireworks Display.**

City of St. Pete Bch agrees to pay interest at the rate of 1½ % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney or third party, City of St Pete Bch shall be responsible for all fees and costs incurred by Pyrotecnico to collect said sums.

3. Display Responsibilities.

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

4. Crediting.

City of St. Pete Bch agrees to credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the City of St. Pete Beach authority.

5. Indemnification and Limitation of Liability.

City of St. Pete Bch shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of City of St. Pete Bch or its employees, agents, contractors or representatives, or (b) the failure of City of St. Pete Bch to comply with its obligations and responsibilities as set forth herein. Pyrotecnico shall indemnify, defend and hold City of St. Pete Bch harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. City of St. Pete



Bch shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.

6. Postponement.

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or rain date. If the parties agree to a new scheduled date, then City of St. Pete Bch shall pay twenty-five percent (25%) of the contract price for expenses Pyrotecnico has incurred. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event City of St. Pete Bch shall pay to Pyrotecnico a sum equal to seventy-five percent (75%) of the Contract Price as liquidated damages. All postponed shows must be rescheduled and completed within six (6) months from the date in which they were originally scheduled.

7. Cancellation.

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

In the event that City of St. Pete Bch chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Pyrotecnico, 299 Wilson Road, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico. Except as provided in Section 6 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, or similar causes which prevent the Firework Display as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, City of St. Pete Bch shall pay to Pyrotecnico actual out of pocket expenses not to exceed 25% of contract price as liquidated damages.

8. Scripted Show and Music Soundtracks

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

9. Venue.

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Lawrence County, Pennsylvania and of the federal courts located in the United States District Court for the Western District of Pennsylvania.

10. Legal Construction.

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

11. Entire Agreement.

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

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

PYROTECNICO: **CLIENT (SPONSOR):**

By: _____

By: _____

Title: _____

Title: _____



CONTACT/INSURANCE REQUISITION FORM

Please return this form with your signed contract for the Insurance Certificate to be processed.

Account Name: _____

Address: _____

City, State & Zip: _____

Phone Number: _____ Fax Number: _____

Contact Persons Name: _____

Main Phone Number: _____ Cell: _____ Fax: _____

Email Address: _____

Accounts Payable Contact: _____ Email: _____

Display Date & Time: _____ Rain Date: _____

Contact Person on Site (Day of display), if different from above:

Name: _____ Cell Phone Number: _____

Email Address: _____

Display Site Location and Address:

Additionally Insured – If Applicable:

- Please complete and return this form to Pyrotecnico:
 - Fax to: 724.652.1288 or
 - Email to:



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

Issue Considered: Authorize the City Manager to enter into an agreement with Metzger + Willard, Inc. to provide Construction Management and Inspection Services in the amount of \$291,060.

Date: April 28, 2015

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: An RFQ was advertised for Construction Management and Inspection Services to assist with the Pass-A-Grille Way and Blind Pass Road projects. Metzger + Willard, Inc. provided the City with the attached agreement which includes basic services in the not to exceed amount of \$291,060 and additional optional services on an as needed basis, and is within the amount allocated in the budget for these projects.

Funding: Pass-A-Grille Way Reconstruction CIP Project #124 and Blind Pass Road CIP Project #107

Requested Motion: “I move to authorize the City Manager to enter into an agreement with Metzger + Willard, Inc. to provide Construction Management and Inspection Services as described in their proposal dated April 16, 2015.

Attachments: Agreement

SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT SERVICES FOR PASS-A-GRILLE WAY and BLIND PASS ROAD IMPROVEMENTS

The City of St. Pete Beach

Revised April 16, 2015

INTRODUCTION

The City of St. Pete Beach (City) has requested construction management support for several upcoming projects including the Pass-A-Grille Way Reconstruction Project, Blind Pass Road Reconstruction Project, and various storm water improvements, seawall repairs, sanitary sewer installation, and pump station rehabilitation projects. The City intends to enter a contract with Metzger +Willard, Inc. (MWI) to provide some of these services. It is anticipated that the City will authorize assignments separately under individual work orders as each project becomes identified. The Pass-A-Grille Way Reconstruction Project and the Blind Pass Road Reconstruction Project will be the first assignment under this contract. The Pass-A-Grille Way Project includes complete roadway reconstruction, including approximately 1 $\frac{3}{4}$ miles of full depth asphalt repaving, curb and gutter, sidewalk, and replacement of utilities (sanitary sewer, water, storm water, gas, and buried electrical and cable). The project will be conducted in two (2) phases. Phase I will include the section of Pass-A-Grille Way from Cabrillo Avenue to 19th Avenue. It is anticipated that the project schedule for Phase I and Phase II will overlap and the total duration (when field services are required) will be approximately 18 months. Construction of the Blind Pass Road Project will occur concurrently. The specific schedule is not yet identified. Services to be provided will include full time field inspection consisting of contractor oversight, meeting attendance, daily report preparation, reviewing change orders, easement support, field testing oversight, review of field quantities, pay request review, public information distribution, and permit compliance monitoring. The City has secured the services of a design engineer for the Pass-A-Grille Way Project; the phase I plans are nearing completion and will be advertised for bids shortly. The design engineer, CPWG, will act as Engineer of Record for the Pass-A-Grille Way Project and be responsible for contractor submittal review and approval, record drawing preparation, and preparation of final certifications for permitting agencies.



Other construction management services (additional services) may be provided on an as-needed basis. These tasks will be determined by the City and may include office engineering and technician support. The additional services will only be provided upon City request and written approval.

The City has requested that MWI prepare a proposal to provide construction management services for the Pass-A-Grille Way and Blind Pass Road Reconstruction Projects. The intent of this Scope of Services is to describe proposed professional engineering services for construction phase support of the project.

TASK 1 – CONSTRUCTION OBSERVATION

- 1.1 MWI shall provide a Resident Project Representative (RPR) to assist the City with the observation of construction work for these projects. A total of 3120 hours of observation time has been allocated for this task, which relates to approximately 40 hours per week average over an 18 month period.
- 1.2 The RPR shall review the Contractor's schedule submittals, progress schedule, and schedule of values; and provide recommendations to the City Project Manager.
- 1.3 When scheduled by the City Project Manager, the RPR shall attend progress meetings and other job conferences. The RPR shall prepare and circulate various logs, including but not limited to the following:
 - Action Items
 - Shop Drawing Submittal/Approval
 - Testing
 - Request for Proposal
 - Proposed Change Request
 - Deficiency/Noncompliance
 - Complaints
 - Project Photos
 - Inventory of Stored Materials
 - Punch List
 - Inspection Reports



- 1.4 The RPR shall serve as City Project Manager Liaison with Contractor to assist Contractor in understanding the intent of the Contract Documents. The RPR shall also coordinate with the Engineer of Record to solicit clarifications as necessary.
- 1.5 The RPR shall advise the City Project Manager immediately following construction observation of the Contractor's commencement of any work requiring a submittal that has not yet been approved.
- 1.6 The RPR shall conduct and record on-site observation of the work in progress during observation times. The RPR shall also maintain a log of activities and submit to the City Project Manager at weekly intervals; take progress photos as deemed necessary to document the progress of the project. The RPR will inspect the project site and report to the City Project Manager all observations of deficiencies noted.
- 1.7 The RPR shall observe construction at the site and shall report any work which is unsatisfactory, faulty, does not conform to the contract documents, is otherwise defective, does not meet the requirements of any inspections, test, or approvals, or has been damaged to the City Project Manager; and advise the City Project Manager when work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 1.8 The RPR shall consult with the Contractor in advance of scheduled major tests, inspections, or starts of major phases of the work; and advise the City Project Manager of schedules for and changes to the scheduling for testing. As part of the on-site services, the MWI will develop and maintain a testing log.
- 1.9 The RPR shall review applications for payment for compliance with the established procedure for their submission; keep track of quantities placed, including stored materials; and make written recommendations in relation to the schedule of values of work completed and materials stored and equipment delivered at the site but not incorporated into the work.
- 1.10 The RPR shall review the Contractor's As-built Drawings monthly to verify the Contractor is maintaining adequate records.
- 1.11 The RPR shall develop an official punch list for substantial completion, and assist the City Project Manager in evaluating the completion of the work. In addition, the RPR shall conduct substantial completion and final completion inspection, prepare a final list of all items requiring completion,



verify that all items have been completed or corrected, and make recommendations to the City Project Manager concerning acceptance.

- 1.12 The RPR shall assist the City with easement negotiations by contacting owners as directed by the City Project Manager and inquiring about the proposed easement. This task does not include legal, appraisal, or survey support for easement documentation, valuation, and recording.
- 1.13 The RPR shall assist the City Project Manager with public information dissemination which may include hanging a door tag, or knocking on doors to provide construction related information. Printing of door tags will be provided by others.
- 1.14 The RPR shall provide support to the City Project Manager by performing inspection of by-pass pumping set up and sanitary sewer force main tie-ins.
- 1.15 The RPR shall notify the Contractor and City Project Manager of noted safety concerns with Contractor procedures.

TASK 2 – ADDITIONAL SERVICES (OPTIONAL)

- 2.1 MWI shall provide a Senior Project Engineer to attend and participate in pre-construction and other progress meetings as requested by the City Project Manager. The Senior Project Engineer shall assist the City Project Manager in responding to Contractor inquiries or in providing technical interpretation of the drawings, specifications, and contract documents.
- 2.2 MWI shall provide construction contract administration support as directed by the City. Depending on the nature of the required task this may involve an Engineer, Senior Engineering Technician or Senior Designer.

TASK 3 – CONSTRUCTION MATERIALS TESTING (OPTIONAL)

- 3.1 Through its subconsultant, Tierra, Inc., MWI will perform in place density testing of soils placed during backfill operations. MWI will provide an experienced engineering technician to perform soil density testing using the nuclear gage method (ASTM D6938-07) on each lift and stand by during placement and compaction of subsequent lifts, if requested. In addition perform soil density on pavement subgrade and base course.



- 3.2 Through its subconsultant, Tierra, Inc., MWI will supply an experienced engineering technician to perform testing during concrete placements including concrete temperature, slump, entrained air content, and cast the required number of test cylinders.
- 3.3 Through its subconsultant Tierra, Inc., MWI will perform soils laboratory testing as requested, and perform compression testing on concrete cylinders.

PROJECT SCHEDULE

This task order is anticipated to occur approximately over an 18 month period. MWI will provide a Resident Project Representative for an average of 40 hours per week for the entire period. MWI will begin providing services immediately upon Notice-to-Proceed from the City Project Manager. It is anticipated that services will be needed beginning in July 2015.

COMPENSATION

MWI proposes compensation for the Scope of Services outlined above on an hourly basis in accordance with contract terms and conditions in the City of St Pete Beach Agreement for Construction Management Services dated April XX, 2015 with a not-to-exceed sum of \$ 291,060 for the base contract. Tasks 2 (\$ 17,600) and 3 (\$8,000) are optional tasks to be provided only as the City directs. Attachment A provides an hourly breakdown of the base contract estimate, and a contingency amount for the optional tasks. A rate schedule for testing services has been included as part of Attachment A.

END OF SCOPE

St. Pete Beach City Commission Agenda Report

Issue Considered:	Update on Stormwater Bank RFP and authorization to proceed with selecting the Lender and related Term Option recommended by the City Selection Committee and City's Financial Advisor
Date:	April 28, 2015
Prepared By:	Elaine Edmunds – Administrative Services Director
Summary of Issue	The City Commission on February 24th approved the issuance of a Bank RFP for a Stormwater Utility Bank Note, Series 2015, and the selection of Nabors Giblin Nickerson, Bond Counsel to assist with the documentation of this Note. This Note will provide a portion of the funds for the Pass A Grille Way and Blind Pass Road Projects and Cost of Issuance. Two banks responded to the RFP on April 15th with Ten, Fifteen and Twenty Year Term Options. Following a review of the responses, additional questions raised by our Financial Advisor, and flexible financing for the Stormwater Utility, the Selection Committee and Larson Consulting Services, the City's Financial Advisor, recommend (1) the selection of Capital One Public Funding, LLC as the funding source for this financing and (2) the proposed Fifteen Year Term option. The attached Summary Chart depicts the Ten, Fifteen and Twenty Year options for a Stormwater Note Financing of up to \$3,000,000. The interest rate of 2.95% from Capital One is a Fixed Rate and does not require a lock agreement. Selection of the bank and the Fifteen Year Term Option at 2.95% on April 28th will allow the Finance Team to continue with the Stormwater Ordinance First Hearing on April 28th, a Second Hearing of the Ordinance and approval of the Stormwater Series 2015 Resolution on May 12th, and work towards an estimated closing date of May 21st.
Requested Motion:	"I move to authorize the City Manager to proceed with the selection of Capital One Public Funding, LLC as the lender for the City's proposed Stormwater Utility Note, Series 2015 of up to \$3,000,000 and for the Fifteen Year Term Option, per the recommendation of the City's Selection Committee and City's Financial Advisor. I further authorize the City Manager to execute the Capital One Public Funding, LLC commitment letter subject to review by the City Attorney,

Bond Counsel and Financial Advisor, and to perform any other action to secure the commitment.”

Attachments:

1. Summary Chart of Stormwater Bank RFP Results
2. Capital One Public Funding , LLC Proposal

**Reviewed by the
City Manager**

WS

City of St Pete Beach, Florida

Stormwater Revenue Notes, Series 2015 Evaluation of Note Financing Alternatives (1)

	RFP	RFP	RFP	RFP	RFP
Par	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
Term	10 Year	10 Year	15 Year	15 Year	20 Year
Bank	Capital One	SunTrust (2)	Capital One	SunTrust (2)	Capital One
Dated/Delivery	5/19/2015	5/19/2015	5/19/2015	5/19/2015	5/19/2015
1st Payment	11/1/2015	11/1/2015	11/1/2015	11/1/2015	11/1/2015
Final Maturity	5/1/2025	5/1/2025	5/1/2030	5/1/2030	5/1/2035
Project Fund - Stormwater Improvements	\$2,940,000	\$2,940,000	\$2,940,000	\$2,940,000	\$2,940,000
Cost of Issuance (est)	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Bank Counsel Fee	NA	\$5,500	NA	\$5,500	NA
Assumed Rate	2.50%	2.50%	3.50%	3.50%	4.50%
RFP Rate	2.47%	2.72%	2.95%	2.99%	3.39%
Additional Rate to Call	0.00%	0.48%	0.00%	0.48%	0.00%
All In RFP Rate (1)	2.47%	3.20%	2.95%	3.47%	3.39%
Non Callable Term (Yrs)	5	5	6	5	7
Max Annual Debt Service	356,992	368,920	256,202	265,943	212,054
Total Debt Service	3,417,442	3,546,000	3,748,725	3,890,142	4,169,465
Average Life (yrs)	5.63	5.69	8.46	8.55	11.50

(1) Rates result of RFP responses with call options subject to Bank RFP response.

RFP Estimated MADS	
- 10 Year	357,575
- 15 Year	266,410
- 20 Year	233,438



Capital One Public Funding, LLC
jaci.bretz@capitalone.com

Jacqueline Bretz
AVP
866-617-2337 office
631.457.9582 cell
866.617-2330 fax

April 15, 2015

City of St. Pete Beach
City Clerk's Office
155 Corey Avenue, 1st Floor
St. Pete Beach, FL 33706

Subject: Stormwater Utility System Revenue Note

Dear City Clerk:

Capital One Public Funding, LLC ("COPF") is pleased to present this proposal letter ("Proposal") for the City of St. Pete Beach, FL ("City").

Type of Financing: Tax-exempt, Stormwater Utility System Revenue Note ("Note").

Par Amount: \$3,000,000

Issuer: City of St. Pete Beach, FL

Purchaser: Capital One Public Funding, LLC ("COPF").

Use of Proceeds: Proceeds will be used for estimated project fund costs of for its portion of the Pass A Grille Road project, to provide for any City reimbursement of prior fees or costs (subject to Bond counsel review), and to pay costs of issuance.

Security: The Stormwater Utility Project is expected to be issued as a senior lien bank note financing. Any additional debt would have to meet an Additional Bonds Test of minimum 1.15X.

Term and Payments: Option 1: Annual principal and semi-annual interest payments. Final maturity is May 1, 2025.

Option 2: Annual principal and semi-annual interest payments. Final maturity is May 1, 2030.

Option 3: Annual principal and semi-annual interest payments. Final maturity is May 1, 2035.

Interest Rate: Option 1: The fixed rate is **2.47%**.
Option 2: The fixed rate is **2.95%**.
Option 3: The fixed rate is **3.39%**.

These rates are valid through May 22, 2015 and are subject to change in the event of market movements if the Note does not fund by May 22, 2015.

Fees: No fees shall be charged by COPF to the City for execution of the Note.

Documentation: Documentation shall be provided by Note counsel at the City's expense, subject to review by the COPF and its counsel. The City shall provide an opinion of legal counsel attesting to the legal, valid, and binding nature of the Note and stating that the interest component of the Note payments is exempt from taxation.

COPF Counsel: Chapman & Cutler, LLP shall act as counsel to COPF and their counsel fees will be paid by COPF.

No Note Rating, DTC, Offering Document or CUSIP: The Note shall be delivered in physical, non-book-entry, certificated form and registered in the name of COPF. The Note shall not be (i) assigned a separate rating by any Rating Agency; (ii) registered with The Depository Trust Company or any other securities depository; (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document; or (iv) assigned a CUSIP number.

Call Provision: The City shall have the right to pre-pay the Note, in whole and in part as noted below, on any interest payment date, provided that the City gives COPF at least thirty (30) days prior written notice of its intent to do so. The prepayment provisions shall be as follows:

Option 1	
Years 1-5	Non-callable
Thereafter	Par

Option 2	
Years 1-6	Non-callable
Thereafter	Par

Option 1	
Years 1-7	Non-callable
Thereafter	Par

COPF will allow the City to make one partial prepayment of up to \$500,000 per year on interest payment dates only with no penalty.

Role of Capital One Public Finding, LLC: This Proposal is submitted in response to your Request for Proposal dated March 25, 2015. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to Note, are provided to you in reliance upon the exemption provided for

responses to requests for proposals or qualifications under the municipal advisor rules of the Securities and Exchange Commission (Rule 15Ba1-1 et seq.).

The City acknowledges and agrees that: (i) the information contained in this proposal letter is for discussion purposes only and sets forth certain proposed terms and conditions of an arm's-length commercial transaction between the City and COPF and does not constitute advice, an opinion or a recommendation by COPF; (ii) the City will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) COPF is acting solely for its own account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the City or any other person or entity (including to any financial advisor or placement agent engaged by the City) and the City, its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (v) neither COPF nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations COPF has to the City with respect to the transaction contemplated hereby expressly are set forth in this proposal letter; and (vii) COPF is not recommending that the City take an action with respect to the transaction contemplated by this proposal letter. Before taking any action with respect to the contemplated transaction, the City should discuss the information contained herein with the City's own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to you, the City is free to engage a municipal advisor to serve in that capacity.

Proposal Expiration:

This Proposal shall expire if not accepted by the April 24, 2015 by the City. Once accepted, this Proposal shall expire if the transaction has not closed by May 22, 2015.

Thank you for the opportunity to offer this Proposal. Should you have any questions, please do not hesitate to contact me at 866-617-2337 or jaci.bretz@capitalone.com.

Sincerely,

Jacqueline Bretz
Capital One Public Funding, LLC

ACCEPTED BY: City of St Pete Beach, FL

By

Name

Title

Attachment Exhibit A – Florida References

Exhibit A – References

School Board of Duval County
1701 Prudential Drive
Jacksonville, FL 32207

State of Florida
Dept. of Corrections
2601 Blair Stone Rd
Tallahassee, FL 32399

Orange County Public Schools
445 W Amelia St
Orlando, FL 32801

Apalachicola City
1 Ave E
Apalachicola City, FL 32320

City of Hollywood
2600 Hollywood Blvd
Hollywood, FL 33020

City of Lakeland
278 S Massachusettes
Lakeland, FL 33801

City of Ocala
110 SE Watula Ave
Ocala, FL 34471

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

ISSUE CONSIDERED: First Reading: Ordinance 2015-08 authorizing the issuance of a bond not to exceed \$13,000,000 in aggregate principal amount for acquiring, constructing and equipping various capital improvements.

DATE: April 28, 2015

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2015-08 provides authorization to issue an up to thirty year Capital Improvement Revenue Bond, Series 2015 for a not-to-exceed \$13,000,000.

The proceeds of this bond issue will be used to fund various capital improvements including, but not limited to:

- Roadway improvements on Blind Pass Road
- Roadway improvements on Pass-A-Grille Way
- Library Project, and
- Other capital projects approved by City Commission

The publicly offered bond issue's debt service payments will be secured by the City's non ad valorem revenues including the State One-Half Sales Tax, Guaranteed Entitlement Revenues, Public Service Tax and Franchise Fee revenues ("Pledged Revenues"). Neither the City's ad valorem/property tax revenues nor the City's enterprise system revenues will be pledged.

REQUESTED MOTION: "I move to approve Ordinance 2015-08, (read title)..."

ATTACHMENTS: Ordinance 2015-08

**REVIEWED BY
CITY MANAGER:** WS

ATTACHMENTS: Ordinance 2015-08

ORDINANCE NO. 2015-08

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CAPITAL IMPROVEMENT REVENUE BONDS FOR THE PRINCIPAL PURPOSES OF ACQUIRING, CONSTRUCTING AND EQUIPPING VARIOUS CAPITAL IMPROVEMENTS WITHIN THE CITY; PLEDGING CERTAIN PROCEEDS OF THE HALF-CENT SALES TAX, GUARANTEED ENTITLEMENT, FRANCHISE FEES AND PUBLIC SERVICE TAX TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Bonds" shall mean the City of St. Pete Beach, Florida Capital Improvement Revenue Bonds, Series 2015 issued by the City pursuant to this Ordinance and the Resolution.

"City" shall mean the City of St. Pete Beach, Florida, a municipal corporation established by the State of Florida.

"Commission" shall mean the City Commission of the City of St. Pete Beach, Florida.

"Franchise Fees Revenues" shall mean all franchise fees revenues received by the City pursuant to its franchises with respect to natural gas and electricity, as more particularly described in the Resolution.

"Guaranteed Entitlement Revenues" shall mean the revenues received by the City from the guaranteed entitlement portion of the Revenue Sharing Trust Fund for Municipalities payable to the City pursuant to Chapter 218, Part II, Florida Statutes, in the annual amount of \$199,235, and any funds received by the City as a replacement for any such proceeds as the result of any subsequent change in Florida law; provided, however, "Guaranteed Entitlement Revenues" shall not include any excess amounts payable to the City from the Revenue Sharing Trust Fund for Municipalities (such excess is commonly referred to as "Growth Money").

"Ordinance" shall mean this Ordinance enacted by the Commission on the date hereof, as it may be amended and supplemented from time to time.

"Pledged Funds" shall mean (1) the Sales Tax Revenues, (2) the Guaranteed Entitlement Revenues, (3) the Franchise Fees Revenues, (4) the Public Service Tax Revenues, and (5) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established thereunder except (A) for the Unrestricted Revenue Account and the Rebate Fund and (B) any moneys set aside in a particular subaccount of the Reserve Account if such moneys shall be pledged solely for the payment of a different Series of Bonds for which it was established in accordance with the provisions hereof.

"Public Service Tax Revenues" shall mean the proceeds of the public service tax received by the City from its levy of such tax on electricity, gas and water service at a rate of 10% and any funds received by the Issuer as a replacement for any proceeds as a result of any change in Florida law, as more particularly described in the Resolution. The City may include within the definition of "Public Service Tax" the levy of the public service tax on services other than electricity, gas and water service if the City provides by ordinance for such inclusion.

"Resolution" shall mean the resolution adopted by the Commission on April 28, 2015 that authorizes the issuance of the Bonds and sets forth the terms and provisions with respect to the Bonds, as it may be further amended or supplemented from time to time.

"Sales Tax Revenues" shall mean all moneys distributed (including any emergency distribution) to the City from the Local Government Half-Cent Sales Tax Clearing Trust Fund pursuant to Part VI, Chapter 218, Florida Statutes and other applicable provisions of law, and any funds received by the City as a replacement for any proceeds as the result of any change in Florida law.

"Series 2015 Project" shall mean the Pass-A-Grille Project, the City Library Project, the Blind Pass Road Project and any other capital improvements approved by the Commission to be financed with proceeds of the Bonds, all as more particularly described in the plans and specifications on file with the City, as the same may be amended and supplemented from time to time.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. FINDINGS. The Commission hereby finds and determines that:

(A) Pursuant to the Act, the City is authorized to pledge the Pledged Funds to pay the principal of, premium, if any, and interest on the Bonds.

(B) It is necessary and desirable and in the best interests of the City to borrow moneys from time to time to finance and refinance capital improvements within the City.

(C) For the purposes described above, the City is authorized hereunder to borrow money by issuing the Bonds as provided herein and in the Resolution.

(D) The City has various capital improvement needs and requirements in the form of the Series 2015 Project which need to be acquired, constructed and equipped in order to maintain and protect the health, safety and welfare of the citizens of the City.

(E) The principal of and interest on the Bonds and all other payments provided for herein and in the Resolution, will be paid solely from the Pledged Funds in accordance with the terms hereof and of the Resolution and in the manner provided herein and in the Resolution; the Bonds issued under the Resolution shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the City, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions and neither the State of Florida, nor any political subdivision thereof, and the ad valorem taxing power of the City will never be necessary or authorized to pay the principal of and interest on the Bonds, or to make any other payments provided for in the Resolution, and the Bonds shall not constitute a lien upon any other property whatsoever of or in the City.

SECTION 3. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued in an original aggregate principal amount of not exceeding \$13,000,000. The Bonds may be issued in one or more series. The particular designation of each Bond may be made pursuant to the Resolution. The Bonds shall be issued for the principal purposes of (A) financing costs of the Project, (B) establishing debt service reserves, if required or deemed necessary, (C) paying for any credit enhancement for the Bonds, and (D) paying costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable from the Pledged Funds, as provided herein and in the Resolution.

The Bonds shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such time or times and in such amount or amounts as may be determined by the Resolution, and may be redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions as may be fixed by the Resolution. The Commission shall determine by the Resolution the form of the Bonds, the manner of executing the Bonds, and such other terms and provisions of the Bonds as it deems appropriate. The Bonds may bear interest at a fixed or variable rate, as

shall be determined by the Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The Commission may sell the Bonds in such manner and for such price as it may determine by the Resolution to be in the best interests of the City. The Bonds may be further secured by any credit enhancement as the Commission by the Resolution deems appropriate.

The Bonds may be issued without any other proceedings or the happening of any other conditions or other things other than those proceedings, conditions or things which are specifically required by this Ordinance.

The proceeds of the Bonds shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution.

The Bonds shall be further secured by the Resolution which may include, but without limitation, provisions as to the rights and remedies of the holders of the Bonds, the application of funds and such other matters as are customarily in such an instrument.

SECTION 4. TAXING POWER NOT PLEDGED. The Bonds issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit of the City, but the Bonds shall be payable from the Pledged Funds in the manner and to the extent provided herein and in the Resolution, unless otherwise paid by such entity as shall provide credit enhancement on the Bonds, if any. The issuance of the Bonds under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. The holders of the Bonds shall never have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any of the Bonds or the interest thereon against any property of the City, nor shall the Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the Pledged Funds as provided in the Resolution.

SECTION 5. TRUST FUNDS. All moneys received pursuant to the authority of this Ordinance, whether as proceeds from the sale of the Bonds or the Pledged Funds, shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution. The Pledged Funds upon receipt thereof by the City shall automatically and without any further action of the City be subject to the lien and pledge in favor of the holders of the Bonds or any entity providing credit enhancement on the Bonds. Such Pledged Funds may be invested by the City, or its designee, in such manner as provided in the Resolution.

SECTION 6. REMEDIES OF HOLDERS OF BONDS. The holders of the Bonds, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other

proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

SECTION 7. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 8. GENERAL AUTHORITY. The members of the Commission of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 9. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Commission of the City of St. Pete Beach, Florida.

PASSED AND DULY ADOPTED, with a quorum present and voting, this 12th day of May 2015.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

By: _____
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 12th day of May 2015.

By: _____
Rebecca C. Haynes, City Clerk

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

ISSUE CONSIDERED: First Reading: Ordinance 2015-09 authorizing the issuance of a bond not to exceed \$3,000,000 in aggregate principal amount for the stormwater utility system.

DATE: April 28, 2015

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2015-09 provides authorization to issue a bond funded by the stormwater utility system in an amount not to exceed \$3,000,000.

The proceeds of this bond will be used to fund various stormwater utility capital improvements including but not limited to:

- Stormwater improvements on Blind Pass Road
- Stormwater improvements on Pass-A-Grille Way

The bond will be financed through the assessments levied by the Stormwater system. The city shall never use or be required to use any ad valorem taxes for payment on the bond.

REQUESTED MOTION: "I move to approve Ordinance 2015-09, (read title)..."

ATTACHMENTS: Ordinance 2015-09

**REVIEWED BY
CITY MANAGER:** WS

ATTACHMENTS: Ordinance 2015-09

ORDINANCE NO. 2015-09

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF A STORMWATER IMPROVEMENT ASSESSMENT BOND, SERIES 2015 OF THE CITY OF ST. PETE BEACH, FLORIDA TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS STORMWATER UTILITY CAPITAL IMPROVEMENTS; PLEDGING THE HEREIN DESCRIBED PLEDGED FUNDS TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BOND; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY DEBT SERVICE ON THE BOND IN THE EVENT THE PLEDGED FUNDS ARE INSUFFICIENT THEREOF; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH BOND; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Bond" shall mean the City of St. Pete Beach, Florida Stormwater Improvement Assessment Bond, Series 2015, to be issued by the City pursuant to this Ordinance and the Resolution.

"City" shall mean the City of St. Pete Beach, Florida, a municipal corporation established by the State of Florida.

"Commission" shall mean the City Commission of the City.

"Non-Ad Valorem Revenues" shall mean all revenues of the City derived from any source whatsoever other than ad valorem taxation on real or personal property that are deposited to and accounted for in the governmental funds of the City, which are legally available to make the payments required herein, but only after provision has been made by the Issuer for the payment of all essential or legally mandated services.

"Ordinance" shall mean this Ordinance enacted by the Commission on the date hereof, as it may be amended and supplemented from time to time.

"Pledged Funds" shall mean (1) the proceeds of the special assessments levied against properties specially benefitted by the services of and improvements to the System, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established under the Resolution, except (A) as for any rebate fund established under the Resolution, and (B) to the extent moneys on deposit in a subaccount of any debt service reserve account established under the Resolution shall be pledged solely for the payment of the series of bonds for which it was established in accordance with the provisions of the Resolution.

"Project" shall mean the acquisition, construction, and reconstruction of various stormwater-related capital improvements required in connection with the Blind Pass Road and Pass-A-Grille Way road projects, as more specifically described in the plans and specifications on file or to be on file with the City, with such changes, deletions, additions or modifications to the enumerated improvements, equipment and facilities, or such other improvements, as approved by the Commission.

"Resolution" shall mean the Resolution to be adopted by the Commission on May 12, 2015 that authorizes the Bond and sets forth the terms and provisions with respect to the Bond, as it may be further amended or supplemented from time to time.

"System" shall mean any and all stormwater utility facilities now owned or hereafter owned by the City, which System shall also include any and all improvements, extensions and additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith, including all contractual rights, rights to capacity and obligations or undertakings associated therewith.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. FINDINGS. The Commission hereby finds and determines that:

(A) The City has various stormwater utility capital needs and requirements in the form of the Project which must be acquired, constructed and equipped in order to maintain and protect the health, safety and welfare of the citizens of the City.

(B) The most efficient and cost-effective method of financing the acquisition, construction and equipping of a portion of the Project is by the issuance of the Bond secured by and payable from the Pledged Funds.

(C) The principal of, redemption premium, if any, and interest on the Bond shall be paid from the Pledged Funds. The City shall never use or be required to use any ad valorem taxes for the payment of the Bond. The Bond shall not constitute a general obligation of the City or a pledge of its faith and credit or taxing power, nor shall the Bondholders have any lien or encumbrance on any property in the City, including the System or the Project. The City may include in the Resolution a covenant of the City to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service on the Bond to the extent the Pledged Funds are insufficient.

SECTION 3. AUTHORIZING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT. The Commission hereby authorizes and empowers the acquisition, construction and equipping of the Project.

SECTION 4. ISSUANCE OF THE BOND. The Bond is hereby authorized to be issued in an aggregate principal amount of not exceeding \$3,000,000. The designation of the Bond may be modified by the Resolution as required to reflect the actual terms and series of such Bond. The Bond shall be issued for the principal purposes of (A) financing Costs of the Project, (B) capitalizing a portion of the interest on the Bond if determined to be necessary or desirable pursuant to the Resolution, (C) funding a debt service reserve account to the extent required by the Resolution and (D) paying costs and expenses of issuing the Bond. The principal of, redemption premium, if any, and interest on the Bond shall be payable from the Pledged Funds, as provided herein and in the Resolution. The City may include in the Resolution a covenant of the City to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service on the Bond to the extent the Pledged Funds are insufficient.

The Bond shall be dated such date, shall bear interest at such rate, shall mature at such time and in such amount as may be determined by the Resolution, and may be made redeemable before maturity, at the option of the City, at such price and under such terms and conditions as may be fixed by the Resolution. The Commission shall determine by the Resolution the form of the Bond, the manner of executing such Bond, and shall fix the denomination of such Bond, the place or places and dates of payment of the principal and interest, which may be at any bank or trust company within or without the State of Florida, and such other terms and provisions of the Bond as it deems appropriate. In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The City may sell the Bond in such manner and for such price as it may determine by the Resolution to be in the best interests of the City.

Prior to the preparation of definitive bonds of any series, the City may, by the Resolution, under like restrictions, issue interim receipts, interim certificates, or temporary bonds, exchangeable for a definitive bond when such bond has been executed and is available for delivery. The City may also provide for the replacement of any bond which shall become mutilated, or be destroyed or lost. Bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

The proceeds of the Bond shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution.

SECTION 5. TAXING POWER NOT PLEDGED. The Bond issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit or taxing power of the City, but such Bond shall be payable from the Pledged Funds in the manner provided herein and in the Resolution, unless otherwise paid by such entity as shall provide credit enhancement on the Bond, if any. The Bond shall be on parity in all respects with the other obligations outstanding under the Resolution, including any subsequently issued Additional Bond (as defined in the Resolution). The issuance of the Bond under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Bond shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Bond or the interest thereon against any property of the City, nor shall the Bond constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the Pledged Funds. The City may include in the Resolution a covenant of the City to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service on the Bond to the extent the Pledged Funds are insufficient.

SECTION 6. TRUST FUNDS. The Pledged Funds received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution. The Pledged Funds upon receipt thereof by the City shall be subject to the lien and pledge of the holders of the Bond.

SECTION 7. REMEDIES OF BONDHOLDER. The holder of the Bond, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

SECTION 8. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which

may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 9. VALIDATION. To the extent deemed necessary by Bond Counsel, Nabors, Giblin & Nickerson, P.A., or desirable by the City Attorney, the City Attorney is authorized to institute appropriate proceedings for validation of the Bond pursuant to Chapter 75, Florida Statutes.

SECTION 10. GENERAL AUTHORITY. The members of the Commission of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 11. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Commission of the City of St. Pete Beach, Florida.

PASSED AND DULY ADOPTED, with a quorum present and voting, this 12th day of May 2015.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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

By: _____
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 12th day of May 2015.

By: _____
Rebecca C. Haynes, City Clerk

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

Issue Considered: Ordinance No 2015-02 – Outdoor Dining Areas; Definitions and Use Permissions for Eating and Drinking Establishments

Date: April 17, 2015

Prepared By: Matt McLachlan, Calvin Giordano & Assoc.

Through: Wayne Saunders, City Manager WS

Summary of Issue: Proposed for your consideration are City-initiated amendments to the Land Development Code relating to the reclassification, standardization and definition of eating and drinking establishments and regulations concerning outdoor dining and outdoor drinking areas.

Currently, the City's Code provides for the City Manager to authorize outdoor seating at restaurants established as of July 1, 2003, that meet the following requirements: (1) are 500 sq. ft. or less in area and do not encroach into a required setback; (2) do not increase restaurant seating; (3) do not diminish existing on-site parking; (4) provide protective barriers between the outdoor seating area and any adjacent vehicular use area; (5) restricts lighting to the subject property; and (6) does not locate outdoor seating adjacent to residentially zoned property. All other restaurants that wish to provide outdoor seating must be located in a zone that authorizes outdoor seating by right or with conditional use approval as specified on the attached chart. The Code does not provide performance standards on how outdoor seating is to be located and operated in these zones thereby leaving it up to the City to negotiate specific requirements on a case by case basis as part of the conditional use or right-of-way use permitting process when outdoor (café) seating encroaches onto a public sidewalk.

The Planning Board reviewed sample regulations from other cities and considered the proposed ordinance at workshops held on September 16, 2014 and December 16, 2014. The Planning Board held public hearings on January 20, 2015 and February 17, 2015. The Board voted unanimously in favor of the ordinance.

Subsequent to the Planning Board making its recommendation, the ordinance was further reviewed internally by Staff and further modifications were made to the ordinance that have not been reviewed by the Planning Board. Therefore, the additional proposed changes should be viewed only as a Staff recommendation which include: (1) requiring a conditional use permit for all outdoor dining and outdoor drinking areas to establish; (2) providing approval consideration for outdoor drinking areas to establish within public rights-of-way subject to the same requirements as outdoor dining areas; (3) Expanding the definition of outdoor drinking to cover a portion of a private sand beach affiliated with an accessory hotel or motel bar reserved for the exclusive use of overnight guests; and (4) adding a general requirement that on private sand beach areas, the permitted area for outside food and beverage consumption shall be setback at least 125 feet from the mean high water line (this area is envisioned to encompass a 'cabana zone' as may be established by the Beach Management ordinance currently under development).

Requested Motion: I move to approve Ordinance No. 2015-02 on first reading

Attachment: Ordinance No. 2015-02
Existing and Proposed Use Classifications for Eating and Drinking Establishments by Zoning District

ORDINANCE NO. 2015-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, AMENDING THE CITY OF ST PETE BEACH LAND DEVELOPMENT CODE BY AMENDING SECTION 2.1 OF DIVISION 2, DEFINITIONS, RELATING TO COMMERCIAL KITCHEN, EATING AND DRINKING ESTABLISHMENTS, OUTDOOR DINING AND OUTDOOR DRINKING; AMENDING SECTION 6.24 OF DIVISION 6, SUPPLEMENTAL REGULATIONS, RELATING TO GENERAL, OPERATIONAL, AND PERMITTING REQUIREMENTS AND CITY AUTHORITY FOR OUTDOOR DINING AREAS AND OUTDOOR DRINKING AREAS; AMENDING SECTION 13.2 OF DIVISION 13, ROR, RESIDENTIAL/OFFICE/RETAIL DISTRICT, ADDING COMMERCIAL KITCHEN, FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, AND TAKE-OUT ONLY RESTAURANT AS PERMITTED USES AND DELETING SIT-DOWN RESTAURANT ONLY AS A PERMITTED USE; AMENDING SECTION 13.4 OF DIVISION 13, ROR, RESIDENTIAL/OFFICE/RETAIL DISTRICT, ADDING BAR/LOUNGE AS A CONDITIONAL USE AND DELETING BAR (COCKTAIL LOUNGE, SALOON), RESTAURANT, OUTDOOR AS CONDITIONAL USES; AMENDING SECTION 14.2 OF DIVISION 14, RFM, RESORT FACILITIES MEDIUM DISTRICT, ADDING COMMERCIAL KITCHEN, FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING BAR (COCKTAIL LOUNGE, SALOON) OR SIT DOWN RESTAURANT AS PERMITTED USES; AMENDING SECTION 14.4 OF DIVISION 14, RFM, RESORT FACILITIES MEDIUM DISTRICT, ADDING TAKE-OUT ONLY RESTAURANT AND RESTAURANT WITH DRIVE-THROUGH SERVICE AS CONDITIONAL USES AND DELETING FAST FOOD, BEACH BAR AND OUTDOOR RESTAURANT AS CONDITIONAL USES; AMENDING SECTION 15.2 OF DIVISION 15, CG-1, COMMERCIAL DISTRICT, ADDING FULL-SERVICE RESTAURANT, LIMITED SERVICE RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING BAR (COCKTAIL LOUNGE, SALOON) AND SIT DOWN RESTAURANT AS PERMITTED USES; AMENDING SECTION 15.4 OF DIVISION 15, CG-1, COMMERCIAL DISTRICT, ADDING COMMERCIAL KITCHEN, TAKE-OUT ONLY RESTAURANT AND RESTAURANT WITH DRIVE-THROUGH SERVICE AS CONDITIONAL USES AND DELETING FAST FOOD RESTAURANT, NIGHTCLUB OR OUTDOOR RESTAURANT AS CONDITIONAL USES; AMENDING SECTION 16.2 OF DIVISION 16, CG-2, COMMERCIAL DISTRICT, ADDING COMMERCIAL KITCHEN, FULL-SERVICE RESTAURANT, LIMITED SERVICE RESTAURANT AS PERMITTED USES AND DELETING SIT

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DOWN RESTAURANTS AS A PERMITTED USE; AMENDING SECTION 16.4 OF DIVISION 16, CG-2, COMMERCIAL DISTRICT, ADDING RESTAURANT WITH DRIVE-THROUGH SERVICE, TAKE-OUT ONLY RESTAURANT, BAR/LOUNGE AS CONDITIONAL USES AND DELETING BAR (COCKTAIL LOUNGES, SALOONS), NIGHT-CLUBS, FAST-FOOD RESTAURANTS, OUTDOOR RESTAURANTS, AND SIDEWALK CAFÉ AS CONDITIONAL USES; AMENDING SECTION 23.5 OF DIVISION 23, OFF-STREET PARKING AND LOADING RELATING TO REQUIRED PARKING FOR OUTDOOR DINING AND OUTDOOR DRINKING AREAS; AMENDING SECTION 30.2 OF DIVISION 30, TC-1, TOWN CENTER CORE DISTRICT, ADDING FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, TAKE-OUT ONLY RESTAURANT, BAR/LOUNGE, AND COMMERCIAL KITCHEN AS PERMITTED USES AND DELETING EATING AND DRINKING ESTABLISHMENTS WITH OR WITHOUT OUTDOOR SEATING AS A PERMITTED USE; AMENDING SECTION 32.2 OF DIVISION 32, CC1, COMMERCIAL CORRIDOR BLIND PASS ROAD, ADDING COMMERCIAL KITCHEN, FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, TAKE-OUT ONLY RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING EATING AND DRINKING ESTABLISHMENTS WITH OR WITHOUT OUTDOOR SEATING AS A PERMITTED USE; AMENDING SECTION 32.4 OF DIVISION 32, CC1, COMMERCIAL CORRIDOR BLIND PASS ROAD, ADDING COMMERCIAL KITCHEN AS A CONDITIONAL USE; AMENDING SECTION 33.2 OF DIVISION 33, CC2, COMMERCIAL CORRIDOR GULF BOULEVARD REDEVELOPMENT DISTRICT, ADDING COMMERCIAL KITCHEN, FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, TAKE-OUT ONLY RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING EATING AND DRINKING ESTABLISHMENTS WITH OR WITHOUT OUTDOOR SEATING AS A PERMITTED USE; AMENDING SECTION 33.4 OF DIVISION 33, COMMERCIAL CORRIDOR GULF BOULEVARD REDEVELOPMENT DISTRICT ADDING COMMERCIAL KITCHEN AS A CONDITIONAL USE; AMENDING SECTION 35.3 OF DIVISION 35, (LR) LARGE RESORT DISTRICT, ADDING FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, BAR/LOUNGE AS PERMITTED SECONDARY USES AND COMMERCIAL KITCHEN AND TAKE-OUT RESTAURANT ONLY AS PERMITTED SECONDARY USES SUBJECT TO CONDITIONAL USE APPROVAL PURSUANT TO DIVISION 4 OF THIS CODE AND DELETING EATING AND DRINKING ESTABLISHMENTS INCLUDING BARS AND COCKTAIL LOUNGES WITH OR WITHOUT OUTDOOR SEATING AS A PERMITTED SECONDARY USE; AMENDING SECTION 37.2 OF DIVISION 37, TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS,

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ADDING FULL-SERVICE RESTAURANT, LIMITED SERVICE RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING EATING AND DRINKING ESTABLISHMENTS WITH OR WITHOUT OUTDOOR SEATING AS PERMITTED USES; AMENDING SECTION 37.5 OF DIVISION 37, TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS ADDING TAKE-OUT ONLY RESTAURANT AS A CONDITIONAL USE, AMENDING SECTION 38.2 OF DIVISION 38, AC, ACTIVITY CENTER DISTRICT, ADDING FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING EATING ESTABLISHMENTS WITHOUT OUTDOOR SEATING AS A PERMITTED USE; AMENDING SECTION 38.4 OF DIVISION 38, AC, ACTIVITY CENTER, ADDING COMMERCIAL KITCHEN, TAKE-OUT ONLY RESTAURANT AND RESTAURANT WITH DRIVE THROUGH SERVICE AS ALLOWABLE CONDITIONAL USES AND DELETING EATING AND DRINKING ESTABLISHMENTS WITH OUTDOOR SEATING AS A CONDITIONAL USE; AMENDING SECTION 40.2 OF DIVISION 40, COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE (CRD-EA), ADDING COMMERCIAL KITCHEN, FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING SPECIALTY FOOD SUCH AS GOURMET TAKE-OUT, CATERING, COFFEE SHOPS, ETC. AND SIT DOWN RESTAURANTS AS PERMITTED USES; AMENDING SECTION 40.4 OF DIVISION 40, COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE (CRD-EA), ADDING COMMERCIAL KITCHEN, TAKE-OUT ONLY RESTAURANT AND BAR/LOUNGE AS ALLOWABLE CONDITIONAL USES; AMENDING SECTION 46.2 OF DIVISION 46, B/HC BOUTIQUE HOTEL/CONDO DISTRICT REPLACING RESTAURANTS AND BARS WITH EATING AND DRINKING ESTABLISHMENTS AS PERMITTED NON-RESIDENTIAL USES THAT ARE ACCESSORY AND SUBORDINATE TO TRANSIENT ACCOMODATION USES; AMENDING SECTION 46.4 OF DIVISION 46, B/HC BOUTIQUE HOTEL/CONDO DISTRICT, ADDING FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, TAKE-OUT ONLY RESTAURANT, AND BAR/LOUNGE AS ALLOWABLE CONDITIONAL USES; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3202, Florida Statutes, requires each local government in the State of Florida to adopt or amend and enforce land development code regulations that are consistent with and implement the adopted Comprehensive Plan; and

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WHEREAS, the City of St. Pete Beach has previously adopted a land development code; and

WHEREAS, periodic updates and clarifications are necessary for successful implementation of a land development code.

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. Section 2.1 of Division 2, Definitions, of the City of St. Pete Beach Land Development Code is hereby amended to provide as follows:

Sec. 2.1. - Words, terms and phrases defined.

Commercial Kitchen means an establishment where food and beverages are prepared for off-site consumption. Typical uses include catering facilities. This classification does not include businesses involved in the processing or manufacturing of food products.

Eating and drinking establishment means a business ~~that is licensed to prepare and/or serves food or beverages for consumption by the public primarily engaged in serving prepared food and/or beverages for consumption on or off the premises.~~ Such uses are regulated by type as follows:

~~Bar (cocktail lounge, saloon) means any establishment which is devoted primarily to the retailing and on premises drinking of malt, vinous, or other alcoholic beverages and which is licensed by the State of Florida to dispense or sell alcoholic beverages.~~

~~Beach bar means any building, structure or facility whether temporary or permanent, which is built, erected or provided as a location for the purpose of making retail sales of alcoholic or intoxicating beverages, or malt or vinous beverages, as an accessory use to a hotel or motel.~~

~~Fast food restaurant means a retail food service establishment without table service (order placement and delivery) provided to patrons; walk up counter and carryout trade is a primary portion of the facility; includes fast food, drive-through service, food delivery, carryout, public snack bar/automats, and delicatessens.~~

~~Nightclub means any restaurant, dining room, bar or similar establishment providing food or refreshments, which holds a 4 COP liquor license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco. Provided, however, any restaurant, dining room or similar establishment which holds a 4-COP liquor license with the "S," "SR" or "SRX" designation, shall be deemed an accessory use to the principal use and not a nightclub.~~

~~Outdoor restaurant means a portion of a restaurant, of any type, located outside which functions as an extension of the principal use of the private property of the restaurant. An outdoor restaurant is not located in a completely enclosed building and is open to the sky except that it may have awnings, umbrellas, or building overhang and shall be used exclusively for dining, drinking and circulation therein. An outdoor restaurant may provide either wait staff service or self service. (See also "Sidewalk cafe.")~~

~~Sidewalk cafe means a street level portion of a restaurant, of any type, located within the sidewalk area of the public right of way, which is normally adjacent to a street, which functions as an extension of the principal use of the private property of the restaurant. A sidewalk cafe is open to the sky except that it may have awnings or umbrellas, and shall be used for dining, drinking and circulation therein pursuant to the approved conditional use permit. A sidewalk cafe may provide either wait staff service or self service. (See also "Outdoor restaurant.")~~

~~Sit-down restaurant means a retail food service establishment with indoor seating only in which the principal use is the preparation, cooking, consumption, and sale of food and beverages.~~

Bar/Lounge means a business serving beverages for consumption on the premises as a primary use or as an accessory use to a hotel or motel and including on-site service of alcohol, including beer, wine, and mixed drinks.

Restaurant, Full-Service means a restaurant providing food and beverage services to patrons who order and are served while seated and pay after eating. Takeout service may also be provided.

Restaurant, Limited-Service means an establishment where food and beverages may be consumed on the premises, taken out, or delivered, but where limited table service is provided. This classification includes cafes, cafeterias, coffee shops, delicatessens, fast-food restaurants, sandwich shops, limited- service pizza parlors, self-service restaurants, and snack bars with indoor or outdoor seating for customers. This classification includes bakeries that have tables for on-site consumption of products. It excludes catering services that do not sell food or beverages for on-site consumption (See Commercial Kitchen).

Restaurant, Take-Out Only means a restaurant where food and beverages are prepared on a customer-demand basis and may be taken out or delivered, but are not consumed on the premises. No seating or other facilities for on-premises dining are provided.

Restaurant with Drive-Through Service means any eating or drinking establishment which has direct window service allowing customers in motor vehicles to pick up food or drink for off-premise consumption.

Outdoor Dining means a delineated area, including patios and similar areas, located outside of and adjacent to a restaurant unenclosed by walls where tables, seating and other furnishings are provided for patrons of the restaurant for eating and drinking.

Outdoor Drinking means a delineated area, including patios and similar areas, located outside of and adjacent to a bar/lounge unenclosed by walls where tables, seating and other furnishings may be provided for patrons of the bar/lounge for consuming beverages. For temporary lodging uses, the outdoor drinking area may occupy a portion of a private sand beach affiliated with an accessory hotel or motel bar reserved for the exclusive use of overnight guests.

SECTION 2. Section 6.24 of Division 6, Supplemental Regulations, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 6.24. - ~~Outdoor seating for existing restaurants.~~ Outdoor dining and outdoor drinking areas. A full or limited service restaurant may establish an outdoor dining area and a bar/lounge may establish an outdoor drinking area pursuant to the requirements of this Section and upon the issuance of a conditional use permit pursuant to the review and approval procedures provided under Division 4 of this Code. If public consumption of alcohol is proposed to occur on any public street, sidewalk or private sand beach area in connection with the outdoor dining or outdoor drinking area, approval by the City Commission is required pursuant to Chapter 6 of the City Code of Ordinances.

~~Existing sit down restaurants as of July 1, 2003, without outdoor seating areas may be permitted by the city manager to have one outdoor seating area as follows:~~

- ~~(a) Five hundred square feet or less in area, with no encroachment into the required setback;~~
- ~~(b) No increase in restaurant seating;~~
- ~~(c) There shall be no diminishment of existing parking on the site;~~
- ~~(d) When the seating area will be adjacent to a vehicle use area, protective barriers shall be installed between the seating area and the vehicle use area;~~
- ~~(e) All lighting shall be directed inward and shall not spill on to adjacent property;~~
- ~~(f) Said outdoor seating shall not be located adjacent to a residentially zoned property in any manner.~~

(a). General Requirements

(1) All outdoor dining and outdoor drinking areas located on private property shall comply with the following requirements:

- a. A landscape buffer and opaque wall or fence constructed at the maximum height allowed by this Code shall be required along the lot line of any yard containing an outdoor dining or outdoor drinking area when the lot line of

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said yard adjoins a property that is occupied by a residential use to effectively screen and mitigate external impacts as determined through the conditional use permitting process.

- b. Outside food and beverage consumption shall not extend beyond the permitted area. On private sand beach areas, the permitted area shall be setback at least 125 feet from the ~~mean high water line~~shoreline.
- c. No outdoor food preparation is permitted.
- d. Suitable protective barriers shall be installed when an outdoor dining area or outdoor drinking area is located adjacent to a vehicular use area as determined by the Building Official.
- e. Upon the issuance of a tropical storm or hurricane warning, all tables, chairs and other equipment ~~used for outdoor dining~~ shall be securely stored inside.

(2) In addition to the above requirements, the following requirements shall be met for outdoor dining or outdoor drinking areas located within public right(s)-of-way:

- a. Outdoor dining or outdoor drinking areas shall only be authorized when adjoining sidewalk has a continuous minimum width of eight feet unless the Technical Review Committee determines that the ~~outdoor dining~~ area can be reasonably accommodated by a narrower sidewalk width.
- b. A minimum four feet of contiguous and unobstructed corridor space must be maintained, at all times to ensure a clear pedestrian passageway. The pedestrian passageway shall be a straight line, parallel to the building face and curb line, for the entire length of the outdoor dining or outdoor ~~drinking~~ area.
- c. The outdoor dining or drinking area shall not extend beyond the sidewalk frontage of the associated business establishment unless otherwise approved by the City Commission.
- d. All furnishings shall be of good design and made of quality materials and be maintained in a clean and attractive appearance and shall be in good repair at all times.
- e. No furnishing shall be chained or attached to any tree, post, sign or other fixture.
- f. The perimeter around the outdoor dining or outdoor drinking area may be delineated using nonpermanent fixtures such as planters, decorative chains or other fixtures no less than thirty (30) inches and no greater than forty-two (42) inches in height as may be approved by the Building Official.
- ~~g. Smoking is prohibited.~~
- ~~g. City Commission approval is required for public consumption of alcoholic beverages within public rights-of-way pursuant to Chapter 6 of the City Code of Ordinances.~~

(b). Required Permit. Conditional use pPermit application shall be made to the City ~~and reviewed by the Technical Review Committee. The appropriate fee as established by Appendix "A" of the City of St. Pete Beach Code of Ordinances shall be paid.~~ The permit application, in addition to the conditional use application requirements provided under Division 4 of this Code, shall specifically include the following information:

(1) Survey.

(2) Site plan depicting the proposed outdoor dining area or outdoor drinking area drawn to scale. The plan shall include the following information:

- a. Total square footage of the proposed outdoor dining area or outdoor drinking area.
- b. Number and placement of all seating/table arrangements and other elements.
- c. Distances between each seating/table arrangement, providing pedestrian clearance as required by the Florida Building Code and Florida Life Safety Code.
- d. All points of egress.
- e. Locations of signs prohibiting the removal of alcohol from the premises.
- f. For tenants as applicants, a letter of authorization from the property owner.

(3) Occupant load of principal business.

(4) Number of existing men's and women's bathrooms and fixtures.

(4)(5) Copy of applicants liquor license(s).

(c). Insurance and Indemnification. For outdoor dining or outdoor drinking areas using public right(s)-of-way, the following is required:

(1) By the use of any permit granted under this Section, the operator agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the use of the public right(s)-of-way. The operator shall enter into a written agreement with the City to evidence this indemnification. Such agreement must have the written approval of the City Attorney prior to issuance of a permit.

(2) The operator shall show evidence of:

- a. Comprehensive general liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit bodily injury liability and property damage liability. The City is to be specifically included as additional insured on the policy.
- b. Workers Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including employers' liability which meets all state and federal laws.

(3) The operator shall provide the City with the certificate(s) of insurance evidencing required coverages. Current certified copies of such required

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coverages shall be provided to the City when specifically requested in writing.

- (4) All policies of insurance must be endorsed to provide the City with 30 days of notice of cancellation or restriction.
- (d). Revocation of permit. The City may revoke a permit for any outdoor dining or outdoor drinking area if it is found that:
- (1) Any necessary business or health permit has been suspended or revoked; or
 - (2) Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the outdoor dining or outdoor drinking area when located within public right(s)-of-way. Such decision shall be based on the findings of the Technical Review Committee that the existing conditions represent a danger to the health, safety or general welfare of the public and cannot be resolved through modification to the outdoor dining or outdoor drinking area layout; or
 - (3) The ~~outdoor dining~~ operator fails to comply with one or more requirements of the conditional use permit.
- (e). Removal or relocation of outdoor dining or outdoor drinking area and all related furnishings for right(s)-of-way repairs, emergency situations, or matters of public safety.
- (1) As necessitated by right(s)-of-way repairs, the City may require the temporary removal of outdoor dining or outdoor drinking area and all related furnishings. The operator shall be responsible for removing all furnishings at least 24 hours prior to the date identified in writing by the City. The City shall not be responsible for any costs associated with the removal or the return and installation of such furnishings.
 - (2) The City may cause the immediate removal or relocation of all or any part of the outdoor dining or outdoor drinking area occupying public right(s)-of-way in emergency situations. The City, its officers, agents and employees shall not be responsible for any damages or loss of furnishings used in association with an outdoor dining or outdoor drinking area relocated during emergency situations and shall not be responsible for any costs associated with the removal or the return and installation of any such furnishings.
 - (3) The City shall have the authority to secure or remove any furnishing(s) associated with the outdoor dining or outdoor drinking area occupying public right(s)-of-way if necessary in the interest of public safety.

SECTION 3. Section 13.2 of Division 13, ROR, Residential/Office/Retail District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 13.2. - Permitted principal uses and structures.

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Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the ROR Residential/Office/Retail District are as follows:

- (a) Clubs, community service.
- (b) Commercial kitchen
- (~~bc~~) Eating and drinking establishments—~~Sit-down restaurant only~~ full-service restaurant, limited-service restaurant, take-out only restaurant, subject to Sec. 6.24 of this Code as may be applicable.
- (ed) Financial institutions without drive-through service.
- (~~de~~) Laundries, self-service.
- (ef) Offices.
- (~~fg~~) Printing and copying services.
- (~~gh~~) Residential dwellings—Attached single-family, detached single-family, multifamily and two-family.
- (~~hi~~) Retail sales.
- (ij) Social service agencies.

SECTION 4. Section 13.4 of Division 13, ROR, Residential/Office/Retail District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 13.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the ROR Residential/Office/Retail District are as follows:

- (a) Assisted living facilities.
- (b) Places of worship.
- (c) Communications facilities.
- (d) Daycare centers/kindergartens.
- (e) Docks, commercial—Class C only.
- (f) Eating and drinking establishment—~~Bar (cocktail lounge, saloon); restaurant, outdoor bar/lounge, subject to Sec. 6.24 of this Code as may be applicable.~~
- (g) Laundries, dry cleaning.
- (h) Parking lots, off-premise.
- (i) Recreational—Public parks and/or recreational facilities.
- (k) Schools, public or private.
- (l) Schools, commercial.
- (m) Services, personal/business.
- (n) Transient accommodations—Bed and breakfast inns and motels only.
- (o) Utility substations and/or rights-of-way.
- (p) Veterinarians.

SECTION 5. Section 14.2 of Division 14, RFM, Resort Facilities Medium District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

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Sec. 14.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RFM Resort Facilities Medium District are as follows:

- (a) Clinics.
- (b) Clubs, community service.
- (c) Clubs, private.
- (d) Commercial kitchen
- ~~(de)~~ Eating and drinking establishments—~~Bar (cocktail lounge, saloon) or sit-down restaurant~~ full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable.
- (ef) Financial institutions without drive-through service.
- ~~(fg)~~ Kennels without outdoor runs.
- ~~(gh)~~ Laundries, self-service.
- ~~(hi)~~ Offices.
- (ij) Printing and copying services.
- (jk) Residential dwellings—Multifamily only.
- ~~(kl)~~ Retail sales.
- ~~(lm)~~ Services, personal/business.
- ~~(mn)~~ Social service agencies.
- ~~(no)~~ Transient accommodations—Bed and breakfast inn, hotel or motel, or resort condominium.
- (op) Veterinarians.

SECTION 6. Section 14.4 of Division 14, RFM, Resort Facilities Medium District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 14.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RFM Resort Facilities Medium District are as follows:

- (a) Assisted living facilities.
- (b) Places of worship.
- (c) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (d) Communications facilities.
- (e) Daycare centers/kindergartens.
- (f) Docks, commercial—Classes A, B and C.
- (g) Eating and drinking establishments—~~Fast food—take-out only restaurant, restaurant with drive-through service, beach bar and outdoor restaurant.~~
- (h) Financial institutions with drive-through service.

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- (i) Laundry, dry cleaning.
- (j) Parking lots, commercial and/or off-premise.
- (k) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (l) Recycling centers.
- (m) Schools—Public, private and/or commercial.
- (n) Utility substations and/or rights-of-way.
- (o) Vessel for hire businesses.

SECTION 7. Section 15.2 of Division 15, CG-1, Commercial District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 15.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-1 Commercial District are as follows:

- (a) Automotive retail services.
- (b) Clinics.
- (c) Clubs, community service.
- (d) Clubs, private.
- (e) Commercial kitchen.
- (ef) Eating and drinking establishments—~~Bar (cocktail lounge, saloon) and sit-down restaurant~~ full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable.
- (fg) Financial institutions without drive-through service.
- (gh) Kennels without outdoor runs.
- (hi) Laundries, self-service.
- (ij) Mortuaries.
- (jk) Offices.
- (kl) Printing and copying services.
- (lm) Retail sales.
- (mn) Services, personal/business.
- (no) Social service agencies.
- (op) Transient accommodations—Hotels, motels and resort condominiums only.
- (pq) Veterinarians.

SECTION 8. Section 15.4 of Division 15, CG-1, Commercial District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 15.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-1 Commercial District are as follows:

- (a) Assisted living facilities.
- (b) Adult entertainment establishments—See also Chapter 10, St. Pete Beach Code of Ordinances.
- (c) Automotive rental agencies.
- (d) Automotive sales lots.
- (e) Automotive services and repairs.
- (f) Automotive service stations.
- (g) Boat sales and repair facilities.
- (h) Car wash facilities.
- (i) Commercial boat docking facilities.
- ~~(j)~~ Commercial kitchen.
- ~~(jk)~~ Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- ~~(kl)~~ Communication facilities.
- ~~(lm)~~ Docks, commercial—Classes A, B, C, and D.
- ~~(mn)~~ Eating and drinking establishment—~~Fast food restaurant, nightclub or outdoor restaurant take-out only restaurant, restaurant with drive-through service.~~
- ~~(no)~~ Financial institutions with drive-through services.
- ~~(op)~~ Kennels with outdoor runs.
- ~~(pq)~~ Laundries, dry cleaning.
- ~~(qr)~~ Marinas.
- ~~(rs)~~ Parking lots, commercial and/or off-premise.
- ~~(st)~~ Printing, general.
- ~~(tu)~~ Recreational—Commercial recreation; public parks and/or recreational facilities.
- ~~(uv)~~ Recycling centers.
- ~~(vw)~~ Schools, public or private and/or commercial.
- ~~(wx)~~ Services, commercial/business.
- ~~(xy)~~ Storage facilities with outdoor storage.
- ~~(yz)~~ Storage, self-service.
- ~~(zaa)~~ Theatres.
- ~~(aabb)~~ Utility substations and/or rights-of-way.
- ~~(bcc)~~ Vehicle for hire businesses.
- ~~(eedd)~~ Vessel for hire businesses.

SECTION 9. Section 16.2 of Division 16, CG-2, Commercial District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 16.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-2 Commercial District are as follows:

- (a) Commercial kitchen.

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- (~~a~~b) Eating and drinking establishments—~~Sit down—restaurants~~ full-service restaurant, limited-service restaurant, subject to Sec. 6.24 of this Code as may be applicable.
- (~~b~~c) Financial institutions without drive-through service.
- (~~e~~d) Offices.
- (~~d~~e) Printing and copying services.
- (~~e~~f) Retail sales.
- (~~f~~g) Services, personal/business.

SECTION 10. Section 16.4 of Division 16, CG-2, Commercial District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 16.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-2 Commercial District are as follows:

- (a) Adult entertainment establishments—See also Chapter 10, St. Pete Beach Code of Ordinances.
- (b) Automotive service stations.
- (~~c~~) ~~Bar (cocktail lounges, saloons).~~
- (~~d~~c) Commercial boat docking facilities.
- (~~e~~d) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (~~f~~e) Communications facilities.
- (~~g~~f) Commercial docks—Classes A, B and C only.
- (~~h~~g) Eating and drinking establishments—~~Nightclubs, fast food restaurants, outdoor restaurants and sidewalk café~~ restaurant with drive-through service, take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable.
- (~~i~~h) Mortuaries.
- (~~j~~i) Parking lots—Commercial and/or off-premise.
- (~~k~~j) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (~~l~~k) School, commercial.
- (~~m~~l) Theaters.
- (~~n~~m) Utility substations and/or rights-of-way.
- (~~o~~n) Vessel for hire businesses.

SECTION 11. Section 23.5 of Division 23, Off-Street Parking and Loading of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 23.5. - Number of parking spaces required.

Regardless of any other requirement of these regulations, each and every separate or individual store, office, or other business shall be provided with at least one off-street parking

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space, excluding required handicap parking, unless specific provision to the contrary is made herein.

The following minimum off-street parking requirements are applicable to all districts except as otherwise provided herein:

Use	Parking Requirement (spaces)
Automobile Service Station	1 space per bay plus 3 spaces
Any form of residential	2 per unit
Bar, Nightclub	1 per 50 SF floor area
Bed and Breakfast	1 space per guest room plus 1 space for owner or operator
Convenience Store	1 per 200 SF floor area
Grocery Store	1 per 100 SF floor area
Legitimate Theatre	1 per 3 seats
Marina or Commercial Docks	
Boat slips/live aboard	1.0 per boat slip
High and dry slips	1.0 per 4 boat slips or fraction thereof
Boat slips/non-live aboard	1.0 per 4 boat slips or fraction thereof
Office	1 per 300 SF floor area
Place of Worship	1 per 3 seats in auditorium or chapel area
Restaurant	1 per 100 SF floor area
Retail Sales and Service	1 per 200 SF floor area
Schools	3 spaces per 1,000 square feet of floor area, plus one for each teacher
Theater, Movie	1 per 3 seats

Transient Accommodations	1 per transient accommodation unit, plus 1 additional per 10 transient accommodation units, plus additional parking for accessory facilities in accordance with the following:
Office space	1 per 300 SF floor area
Retail and restaurant space	1 per 200 SF floor area
Ballrooms, lobby area, conference and meeting rooms, and fitness facilities	1 per 1,000 SF floor area
Vehicle Rental	1 per 200 SF floor area, must be marked as customer spaces plus one for each rental vehicle

- (a) In instances of new permit approval, new construction or facility expansion, involving the establishment of ~~outdoor seating areas or other~~ accessory or supplemental uses, the number of required parking spaces shall be increased in accordance with the above table such that parking is adequate to accommodate the entire area of ~~seating or use~~, both internal and external to the structure; provided, however, outdoor dining or outdoor drinking areas shall not be required to provide additional parking when the outdoor dining or outdoor drinking area is less than 500 square feet or is located on the sandy beach and reserved for the use of overnight guests of the principal structure. Any portion of the outdoor dining or outdoor drinking area, other than on the sandy beach, greater than 500 square feet shall be included as gross floor area for the purposes of calculating off-street parking requirements at the rate set forth in the above table or as otherwise provided by this Code.
- (b) Parking spaces that are in excess of the number of spaces required by this division shall be constructed as grass parking, turf block or in a parking structure.
- (c) Where a project is intended to be developed in phases, the city manager may approve the development of a parking area intended to serve each phase as it is developed.
- (d) All projects shall be required to provide a minimum of five bicycle rack spaces, or a number of bicycle rack spaces equal to ten percent of the required number of vehicle parking spaces, whichever is greater.

- (e) For properties zoned CRD-~~EA~~Eighth Avenue, permitted non-residential and transient accommodation uses are exempt from the minimum parking standards above. Residential uses shall provide the required off-street parking in the table above.
- (f) For commercially zoned properties abutting Corey Avenue east of Gulf Boulevard, additional parking shall be required for a change of use only if there is an increase in the floor area of an existing building or construction of additional buildings.

SECTION 12. Section 30.2 of Division 30, TC-1, Town Center Core District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 30.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-1 Town Center Core District are as follows:

- (a) Financial institutions without drive-through service.
- (b) Government buildings and other public or civic facilities, including parks and recreation facilities and transit stations and stops.
- (c) Office uses.
- (d) Personal service businesses such as barbershops, beauty shops, day spas, tailoring, garment alteration and repair, shoe repair, pet grooming, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact. Body art, bail-bond, check-cashing, and other similar services are prohibited.
- (e) Printing and copying.
- (f) Residential uses as a component of mixed-use development only. Residential uses shall not be allowed on the ground floor level of any structure.
- (g) ~~Eating and drinking establishments with or without outdoor seating. Drive-through service is not permitted~~ Eating and drinking establishments - full-service restaurant, limited-service restaurant, take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable.
- (h) Retail uses except automotive sales lots, pawn shops, liquor stores, and tobacco shops.
- (i) Theaters, cinemas and other indoor commercial entertainment facilities.
- (j) Artist studios and art galleries.
- (k) Grocery stores and pharmacies without drive-through service.
- (l) Commercial kitchen.

SECTION 13. Section 32.2 of Division 32, CC1, Commercial Corridor Blind Pass Road, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 32.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC1 Commercial Corridor Blind Pass Road are as follows.

- (a) Clinics;
- (b) Clubs, community service establishments;
- (c) Clubs, private;
- (d) Eating and drinking establishments—~~with or without outdoor seating~~ full-service restaurant, limited-service restaurant, take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;
- (e) Financial institutions with and without drive-through service;
- (f) Laundries, self-service;
- (g) Office uses;
- (h) Printing and copying services;
- (i) Retail uses;
- (j) Personal service businesses such as barbershops, beauty shops and salons, day spas, gyms and fitness centers, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact;
- (k) Social service agencies;
- (l) Veterinarians; dog grooming facilities;
- (m) Multi-family residential uses as a component of mixed-use development only. Multi-family residential uses shall not be allowed on the ground level of any structure;
- (n) Single-family, detached residential uses (Only on parcels which do not directly abut Blind Pass Road);
- (o) Government buildings and other public facilities, including parks and recreation facilities;
- (p) Artist studios with retail and/or wholesale distribution space for artist's original handmade works, excluding mass produced or manufactured products;
- (q) Public facilities such as schools, public parks and/or recreational facilities;
- (r) Other commercial uses similar in character, nature and impact to permitted uses listed above.

SECTION 14. Section 32.4 of Division 32, CC1, Commercial Corridor Blind Pass Road, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 32.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road Districts are as follows.

- (a) Automotive rental agencies;

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

SECTION 15. Section 33.2 of Division 33, CC2, Commercial Corridor Gulf Boulevard District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 33.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC2 Commercial Corridor Gulf Blvd are as follows.

- (a) Clinics;
- (b) Eating and drinking establishments—~~with or without outdoor seating—full-service restaurant, limited-service restaurant, take-out only restaurant, bar/lounge~~, subject to Sec. 6.24 of this Code as may be applicable;
- (c) Financial institutions with or without drive-through service;
- (d) Laundries, self-service;
- (e) Office uses;
- (f) Printing and copying services;
- (g) Retail uses;
- (h) Personal service businesses such as barbershops, beauty shops, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact;
- (i) Veterinarians, dog grooming establishments;
- (j) Multi-family residential uses as a component of mixed-use development only. Multi-family residential uses shall not be allowed on the ground level of any structure;
- (k) Single-family, detached residential uses (Only on parcels which do not directly abut Gulf Boulevard);
- (l) Artist studios and galleries with retail and/or wholesale distribution space for artist's original handmade works, excluding mass produced or manufactured products;
- (m) Grocery stores, pharmacies, markets;
- (n) Commercial recreation, public parks and/or recreational facilities;

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- (o) Sales, rentals, and/or service of bicycles, mopeds, motorcycles, segways, and scooters;
- (p) Other commercial uses similar in character, nature and impact to permitted uses listed above.

SECTION 16. Section 33.4 of Division 33, CC2, Commercial Corridor Gulf Boulevard District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 33.4. - Conditional uses.

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

SECTION 17. Section 35.3 of Division 35, (LR) Large Resort District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 35.3. - Permitted principal and secondary uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the LR District are as follows:

- (a) *Primary uses.*
 - (1) Temporary lodging uses, including hotels, motels, resort condominium hotels;
 - (2) Multi-family residential.
- (b) *Secondary uses.* Secondary commercial uses may be developed as an additional nonresidential use bonus floor area that is not located within the principal building, provided that the secondary commercial development is constructed with a minimum of 200 temporary lodging units. Secondary commercial uses include:
 - (1) Retail;
 - (2) Eating and drinking establishments, ~~including bars and cocktail lounges, with or without outdoor seating~~ full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;
 - (3) Indoor commercial entertainment facilities;
 - (4) Vehicles for hire.

(c) Secondary uses requiring conditional use approval. Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable secondary uses requiring conditional use approval in the LR District are as follows.

(1) Commercial kitchen;

(2) Eating and drinking establishment – take-out restaurant only.

SECTION 18. Section 37.2 of Division 37, TC-2 Town Center Corey Circle and Coquina West Districts of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 37.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows.

- (a) Retail uses except automotive sales lots, pawn shops, liquor stores, and tobacco shops;
- (b) Grocery stores, markets, pharmacies without drive-through service;
- (c) Personal service businesses such as barbershops, beauty shops, salons, day spas, gyms and fitness centers, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact. Body art, bail-bond, check-cashing and other similar services are prohibited;
- (d) Eating and drinking establishments - ~~with or without outdoor seating~~ full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;
- (e) Office uses;
- (f) Commercial recreation, public parks and/or recreational facilities;
- (g) Government buildings and other public facilities, including parks and recreation facilities;
- (h) Artist studios and art galleries;
- (i) Multifamily residential only as a component of mixed use. Residential uses are not permitted on the ground floor;
- (j) Vehicle for hire - Limited to rental of non-motorized (bicycles) and individual motorized vehicles such as segways, mopeds/scooters;
- (k) Other uses similar in character, nature and impact to permitted uses listed above.

SECTION 19. Section 37.5 of Division 37, TC-2 Town Center Corey Circle and Coquina West Districts of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 37.5. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows.

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial kitchen.
- (~~b~~c) Commercial docks-Class A, B, C and D.
- (d) Eating and drinking establishment – take-out only restaurant.
- (~~e~~) Vessel for hire (water taxis).
- (~~e~~f) Cigar shops and cigar bars.

SECTION 20. Section 38.2 of Division 38, AC Activity Center District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 38.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the AC Activity Center District are as follows.

- (a) Grocery stores, markets, pharmacies with or without drive through service;
- (b) Automotive rental agencies;
- (c) Automotive service stations;
- (d) Car wash facilities;
- (e) Clinics;
- (f) Clubs, community service;
- (g) Clubs, private;
- (h) Doctor's offices and medical clinics;
- (i) Eating and drinking establishments ~~without outdoor seating~~ – full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;
- (j) Financial institutions with or without drive-through service;
- (k) Kennels without outdoor runs;
- (l) Laundries, self-service;
- (m) Office uses;
- (n) Printing and copying services;
- (o) Retail uses;
- (p) Government buildings and other public facilities, including parks and recreation facilities;

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- (q) Personal service businesses such as barbershops, beauty shops and salons, day spas, gyms and fitness centers, tailoring, garment alteration and repair, shoe repair, dry cleaning drop-off and pick-up and other personal service uses similar in character and impact;
- (r) Private, specialized instruction, such as computer training, real estate courses, self-improvement classes, career training or fitness instruction;
- (s) Social service agencies;
- (t) Veterinarians and pet grooming facilities;
- (u) Multi-family residential only as a component of retail mixed-use development;
- (v) Artist studios and art galleries;
- (w) Vehicle for hire;
- (x) Marine electronics, sales, and service; and
- (y) Other commercial uses similar in character, nature and impact to permitted uses listed above.

SECTION 21. Section 38.4 of Division 38, AC Activity Center District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 38.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the AC Activity Center District are as follows.

- (a) Assisted living facilities;
- (b) Charter and tour boat operations;
- (c) Commercial kitchen;
- (~~e~~) Communication facilities;
- (e) Docks, commercial—Classes A, B, C, and D;
- (f) Eating and drinking establishments ~~with outdoor seating~~ — take-out only restaurant, restaurant with drive-through service;
- (g) Kennels with outdoor runs;
- (h) Parking lots, commercial and/or off-premise;
- (i) Theatres;
- (j) Vessel for hire businesses; and
- (k) Subject to the provisions or restrictions contained in this section and elsewhere in this code, temporary lodging units may be allocated from a density pool via a conditional use as follows:

40 temporary lodging uses per acre, not to exceed a total of either 50 units per project or the density pool allocated in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts)., 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 10 temporary lodging units, mixed with a minimum of 0.35 floor area ratio for commercial or office uses, is required.

SECTION 22. Section 40.2 of Division 40, Community Redevelopment District – Eighth Avenue (CRD-EA) of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 40.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the CRD-EA district are as follows:

- (a) Residential uses as a component of a vertically mixed-use development;
- (b) Temporary Lodging;
- (c) Eating and drinking establishments - ~~specialty food such as gourmet take out, catering, coffee shops, etc. and sit-down restaurants~~ full-service restaurant, limited-service restaurant, subject to Sec. 6.24 of this Code as may be applicable;
- (d) Offices;
- (e) Retail sales;
- (f) Private, specialized instruction, such as computer training, real estate courses, self-improvement classes, career training or fitness instruction;
- (g) Artist studios, art galleries, and museums;
- (h) Personal service businesses such as barbershops, beauty shops, tailoring, garment alteration and repair, shoe repair, dry cleaning drop-off and pick-up and other personal service uses similar in character and impact;
- (i) Vehicle for hire—limited to rental of bicycles and individual motorized vehicles such as segways, mopeds/scooters;
- (j) On-site parking facilities;
- (k) Other uses similar in character, nature and impact to permitted uses listed above.

SECTION 23. Section 40.4 of Division 40, Community Redevelopment District – Eighth Avenue (CRD-EA) of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 40.4. - Permitted conditional uses and structures:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CRD-EA district are as follows:

- (a). Commercial kitchen;
- (b). Eating and drinking establishments – take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;

~~The purpose of this section is to allow for single family and two family residential uses and structures for only saving and/or moving locally designated historic structures. In no case shall a new construction single family home be allowed in the 8th Avenue CRD.~~

(a) Single-family residential, subject to the following conditions*:

- (1) The structure is eligible for local historic designation pursuant to Section 28.22 of the Land Development Code;
- (2) The applicant applies for designation of the structure as historic and the Historic Preservation Board approves the request;
- (3) The applicant applies for and is granted a certificate of appropriateness for any alterations to the exterior of the structure and moving the structure if a structure is proposed to be moved to the 8th Ave District, consistent with the Secretary of the Interior's Standards and Guidelines for Rehabilitation or Preservation of Historic Structures and Division 28 of the Land Development Code;
- (4) The applicant applies for and is granted the conditional use pursuant to Section 4.4 of the Land Development Code;

*The purpose of Section 40.4(b) of this Code is to allow for single family and two-family residential uses and structures for only saving and/or moving locally designated historic structures. In no case shall a new construction single family home be allowed in the 8th Avenue CRD.

SECTION 24. Section 46.2 of Division 46, B/HC Boutique Hotel/Condo District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 46.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this code, permitted uses and structures in the B/HC Boutique Hotel/Condo District are as follows.

- (a) Residential uses—multifamily only.
- (b) Transient accommodations—hotel, motel and resort condominium.
- (c) Non-residential uses that are accessory and subordinate to transient accommodation uses, such as recreational facilities, ~~restaurants and bars~~ eating and drinking establishments, personal service uses, retail uses, meeting spaces/conference rooms, fitness centers, and spa facilities.

SECTION 25. Section 46.4 of Division 46, B/HC Boutique Hotel/Condo District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 46.4. - Allowable conditional uses.

- (a). Eating and drinking establishments—full-service restaurant, limited-service restaurant, take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;
- (b). Subject to the provisions or restrictions contained in this section and elsewhere in this Code, additional temporary lodging units may be allocated from a density pool via a conditional use as follows:

In addition to any transient accommodation units which may be allowed on a per acre basis, there are hereby 125 total transient accommodation units for the entire Boutique Hotel/Condo district, which shall be allocated to individual projects by ordinance of the City Commission upon request of an individual property owner. Such allocation shall not exceed an additional twenty (20) units per acre, nor a total of 60 units per redevelopment project, irrespective of total project acreage.

SECTION 26. This Ordinance shall be published in accordance with the requirements of law.

SECTION 27. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED ON FIRST READING _____, a.d. 2015

PASSED ON SECOND AND FINAL READING _____, a.d. 2015

Maria Lowe, MAYOR

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____

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

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APPROVED AS TO LEGAL FORM AND CORRECTEDNESS:

City Attorney
Andrew Dickman, Esq.

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

Issue Considered: Ordinance No 2015-03 – Off-Premise and Commercial Parking

Date: April 14, 2015

Prepared By: Matt McLachlan, Calvin Giordano & Assoc.

Through: Wayne Saunders, City Manager *WS*

Summary of Issue: Proposed for your consideration are City-initiated amendments to the Land Development Code providing for the definition, categorization, and use permissions of off-premise and commercial parking lots and parking structures within the four character districts that comprise the Gulf Boulevard Redevelopment District (GBRD) as follows:

DISTRICT	OFF-PREMISE		COMMERCIAL	
	PARKING LOT	PARKING STRUCTURE	PARKING LOT	PARKING STRUCTURE
LARGE RESORT	C	C	NP	C
ACTIVITY CENTER	C	C	NP	C
BAYOU RESIDENTIAL	C	NP	C	NP
BOUTIQUE HOTEL/CONDO	C	NP	NP	NP
INSTITUTIONAL	NP	NP	C	C
C = CONDITIONAL USE NP = NOT PERMITTED				

The ordinance proposes to amend the City's general parking requirements to allow turf block to be used as a parking space surface for both required and non-required parking spaces; establish that off-street parking spaces are to be reserved for the exclusive use of residents, customers, patrons, or employees of the principal use of the property they are designed and intended to serve except as may be allowed in connection with a special event; establish revised locational criteria for required off-street parking; limit non-required, supplemental surface parking within the GBRD to a time period not to exceed five years from the date the conditional

use permit is originally approved by the City Commission and any commercial parking lot within the Bayou Residential character district to a maximum time limit of two years. Further, the ordinance expands the range and use of pervious and semi-pervious parking materials and associated criteria.

The ordinance would allow commercial properties located in the Downtown Redevelopment District to change in use without providing additional required parking unless there is an increase in the floor area of an existing building or construction of additional buildings (this exemption currently applies only to commercially zoned properties abutting Corey Avenue, east of Gulf Boulevard). Moreover, the ordinance provides the option for the payment of a fee in-lieu of required on-site parking that would allow a property owner to “buy down” required on-site parking space(s) associated with any expansion project by paying a set fee to the City (to be determined and established by Resolution) for the provision and maintenance of municipal parking facilities within the Downtown Redevelopment District.

The ordinance would also eliminate the parking criteria for 51st street due to safety considerations along the roadway.

On the direction of the City Council at the 4/14/2015 workshop on the ordinance, the ordinance was amended to include parking lots within an institutional zoning district.

The Planning Board considered the draft ordinance during workshops held on November 17, 2014 and December 16, 2014 and a public hearing was held on January 20, 2015. The Planning Board unanimously voted in favor of the proposed ordinance.

Requested Motion: I move to approve Ordinance No. 2015-03 on first reading

Attachment: Ordinance No. 2015-03

ORDINANCE 2015-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, AMENDING THE CITY OF ST PETE BEACH LAND DEVELOPMENT CODE BY AMENDING SECTION 2.1 OF DIVISION 2, DEFINITIONS, TO DEFINE PARKING LOT (OFF-PREMISE), PARKING STRUCTURE (OFF-PREMISE), PARKING LOT (COMMERCIAL) AND PARKING STRUCTURE (COMMERCIAL); AMENDING SECTIONS 23.4, 23.5, 23.7 AND 23.8 OF DIVISION 23, GENERAL PARKING LOTS, RELATED TO THE LOCATION, DESIGN, IMPROVEMENT, USE, AND NUMBER OF REQUIRED AND NON-REQUIRED PARKING SPACES; ADDING SECTION 23.14 TO PROVIDE FOR A FEE IN-LIEU OF REQUIRED ON-SITE PARKING ON PROPERTIES LOCATED WITHIN THE DOWNTOWN REDEVELOPMENT DISTRICT; AMENDING SECTION 35.3 OF DIVISION 35, (LR) LARGE RESORT DISTRICT TO ESTABLISH OFF-PREMISE PARKING LOT AND/OR STRUCTURE AND COMMERCIAL PARKING STRUCTURE AS AUTHORIZED CONDITIONAL USES; AMENDING SECTION 38.4 OF DIVISION 38, (AC) ACTIVITY CENTER TO DELETE COMMERCIAL PARKING LOT AND REPLACE WITH COMMERCIAL PARKING STRUCTURE AND ADD OFF-PREMISE PARKING STRUCTURE AS AUTHORIZED CONDITIONAL USES; AMENDING SECTION 42.4 OF DIVISION 42 (BR) BAYOU RESIDENTIAL DISTRICT TO ESTABLISH OFF PREMISE PARKING LOT AND COMMERCIAL PARKING LOT AS ALLOWABLE CONDITIONAL USES; AMENDING SECTION 46.4 OF DIVISION 46 (B/HC) BOUTIQUE HOTEL/CONDO DISTRICT TO ESTABLISH OFF PREMISE PARKING LOT AS AN ALLOWABLE CONDITIONAL USE; AMENDING CHAPTER 82, ARTICLE III, "STOPPING, STANDING AND PARKING" OF THE CITY OF ST PETE BEACH CODE OF ORDINANCES, SECTION 137; AMENDING SECTION 17.3 OF DIVISION 17 (INS) INSTITUTIONAL DISTRICT TO ESTABLISH COMMERCIAL PARKING LOT AS AN ALLOWABLE CONDITIONAL USE PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3202, Florida Statutes, requires each local government in the State of Florida to adopt or amend and enforce land development code regulations that are consistent with and implement the adopted Comprehensive Plan; and

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WHEREAS, the City of St. Pete Beach has previously adopted a land development code; and

WHEREAS, periodic updates and clarifications are necessary for successful implementation of a land development code.

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. Section 2.1 of Division 2, Definitions, of the City of St. Pete Beach Land Development Code is hereby amended to provide as follows:

Parking lot (off-premise) means ~~a parking facility designed to serve a specific other use but which cannot be located on the same lot with the use it serves~~ an off-street parking lot that is not on the same property as the principal use it is designed and intended to serve.

Parking structure (off-premise) means a structured parking facility with two or more levels that is not on the same property as the principal use it is designed and intended to serve.

Parking lot (commercial) means ~~premises designed and used exclusively for the parking of vehicles for a fee~~ an off-street parking lot that is not affiliated with a specific other use that provides parking, in whole or majority part, as a commercial enterprise, for a fee on a first come-first-served basis by hourly or monthly contract.

Parking structure (commercial) means a structured parking facility with two or more levels that is not affiliated with a specific other use that provides parking, in whole or majority part, as a commercial enterprise, for a fee on a first come-first-served basis by hourly or monthly contract.

SECTION 2. Section 23.4 of Division 23, General Parking Requirements, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 23.4. General parking requirements.

All off-street parking shall be provided in accordance with the following general requirements:

- (a) No building or use shall be permitted or constructed unless off-street parking spaces are provided in accordance with the provisions of this Code.
- (b) Computation of required spaces.
 - (1) Fractional space requirements shall be rounded up to the next whole space.

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- (2) In houses of worship and other places of public assembly in which occupants utilize benches, pews or similar seating arrangements, each 18 linear inches of such seating facilities shall be counted as one seat for the purpose of determining the required number of parking spaces.
- (3) In multistory buildings having vertical penetrations including, but not limited to, elevator, mechanical closets, air shafts, stairways and other similar penetrations, and large retail establishments in excess of 5,000 square feet in area having "backroom" storage or working space, may deduct these spaces from the gross square footage in calculating parking space needs.
- (4) In the case of mixed uses, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately and the off-street parking space for one use shall not be considered as providing the required off-street parking for any other use, except as provided for in the shared parking criteria in this division.
- (c) Off-street parking areas shall not be used for sales, dead storage, repair, dismantling or servicing of any type or kind, nor shall areas devoted to such activities count toward meeting off-street parking requirements.
- (d) Off-street parking areas for five or more automobiles shall have individual spaces that are designed, maintained and regulated so that no parking or maneuvering incidental to parking shall be on any public street or sidewalk and so that any automobile may be parked and unparked without moving another automobile.
- (e) Except as provided in section 23.7, all off street parking areas shall be surfaced with asphalt, bituminous or concrete material, clay brick or concrete paving units, and maintained in a smooth, well-graded condition; provided, however, turf block may be used for the parking space surface.
- (f) If artificially lighted, such lighting shall be so designed and arranged that light is directed away from any adjoining property used or zoned for residential purposes and so designed and arranged as to shield public roadways and all other adjacent properties from direct glare or hazardous interference of any kind.
- (g) Be arranged for the convenient access and safety of pedestrians and vehicles.
- (h) Be so arranged that no vehicle shall be required to back from such facilities directly onto public streets.
- (i) Have curbs, motor vehicle stops or similar devices so as to prevent vehicles from overhanging on or into public rights-of-way or adjacent property.
- (k) Off-street parking spaces shall be reserved for the exclusive use of residents, customers, patrons, or employees of the principal use of the property they are designed and intended to serve; provided, however, the City may authorize such parking on non-residentially zoned properties to be used on a temporary basis by the general public in connection with a special event approved by the City under Article II of

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Chapter 26 of the City of St. Pete Beach Code of Ordinances during those times the principal use of the property is not operating.

- (l) Required off-street parking shall be located as follows:
 - (1) On the same or contiguous property of the use the parking is intended to serve;
 - (2) On non-contiguous property which has the same zoning classification or a zoning classification which allows the use as permitted or conditional, as the use the parking is intended to serve, provided:
 - a. the off premise parking is within eight hundred (800) feet of the principal use to be served, to be measured along the most direct pedestrian route; except for a restaurant, hotel, or theater use that operates and maintains a valet parking service for customers, for which the off premise parking may be located within one thousand (1,000) feet from the principal use it is intended to serve, to be measured along the most direct pedestrian route.
 - b. An identifiable pedestrian connection is provided between the off-premise parking area and the principal use it is intended to serve. The pedestrian connection shall require no crossing of a collector or arterial street, except at a signalized intersection.
 - c. A parking agreement in a form approved by the City Attorney is recorded with the Clerk of the Circuit Court of Pinellas County, Florida, at the owner's expense providing that the off-premise parking area will not be disposed of except in conjunction with the sale or use of the building the parking area serves so long as the parking is required.
- (m) Non-required, supplemental surface parking associated with an off-premise parking lot within the Gulf Boulevard Redevelopment District shall be limited to a time period not to exceed five years from the date the conditional use permit is originally approved by the City Commission.
- (n) Conditional use approval for a commercial parking lot in the Bayou Residential Character District shall be limited to two years from the date the conditional use permit is originally approved by the City Commission.
- (o) Notwithstanding any other provisions or restrictions contained in this Code, all parking lots, that have been permitted in accordance with this Code and in place at the time of adoption of this Ordinance, are considered vested until such time as the owner of the lot chooses to expand or change use of the property.

SECTION 3. Section 23.5 of Division 23, Number of parking spaces required, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 23.5. - Number of parking spaces required.

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

The following minimum off-street parking requirements are applicable to all districts except as otherwise provided herein:

Use	Parking Requirement (spaces)
Automobile Service Station	1 space per bay plus 3 spaces
Any form of residential	2 per unit
Bar, Nightclub	1 per 50 SF floor area
Bed and Breakfast	1 space per guest room plus 1 space for owner or operator
Convenience Store	1 per 200 SF floor area
Grocery Store	1 per 100 SF floor area
Legitimate Theatre	1 per 3 seats
Marina or Commercial Docks	
Boat slips/live aboard	1.0 per boat slip
High and dry slips	1.0 per 4 boat slips or fraction thereof
Boat slips/non-live aboard	1.0 per 4 boat slips or fraction thereof
Office	1 per 300 SF floor area
Place of Worship	1 per 3 seats in auditorium or chapel area
Restaurant	1 per 100 SF floor area
Retail Sales and Service	1 per 200 SF floor area

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Schools	3 spaces per 1,000 square feet of floor area, plus one for each teacher
Theater, Movie	1 per 3 seats
Transient Accommodations	1 per transient accommodation unit, plus 1 additional per 10 transient accommodation units, plus additional parking for accessory facilities in accordance with the following:
Office space	1 per 300 SF floor area
Retail and restaurant space	1 per 200 SF floor area
Ballrooms, lobby area, conference and meeting rooms, and fitness facilities	1 per 1,000 SF floor area
Vehicle Rental	1 per 200 SF floor area, must be marked as customer spaces plus one for each rental vehicle

- (a) In instances of new permit approval, new construction or facility expansion, involving the establishment of accessory or supplemental uses, the number of required parking spaces shall be increased in accordance with the above table such that parking is adequate to accommodate the entire area of use, both internal and external to the structure; provided, however, outdoor dining or outdoor drinking areas shall not be required to provide additional parking when the outdoor dining or outdoor drinking area is less than 500 square feet or is located on the sandy beach and reserved for the use of overnight guests of the principal structure. Any portion of the outdoor dining or outdoor drinking area, other than located on the Sandy Beach, greater than 500 square feet shall be included as gross floor area for the purposes of calculating off-street parking requirements at the rate set forth in the above table or as otherwise provided by this Code.
- (b) Parking spaces that are in excess of the number of spaces required by this division shall be constructed as grass parking, turf block or in a parking structure.
- (c) Where a project is intended to be developed in phases, the city manager may approve the development of a parking area intended to serve each phase as it is developed.

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- (d) All retail projects shall be required to provide a minimum of five bicycle rack spaces, or a number of bicycle rack spaces equal to ten percent of the required number of vehicle parking spaces, whichever is greater.
- (e) For properties zoned CRD-EA, permitted non-residential and transient accommodation uses are exempt from the minimum parking standards above. Residential uses shall provide the required off-street parking in the table above.
- (f) For ~~commercially zoned~~ properties ~~abutting Corey Avenue east of Gulf Boulevard located in the Downtown Redevelopment District~~, additional parking shall be required for a change of use only if there is an increase in the floor area of an existing building or construction of additional buildings upon a determination by the City that there is inadequate space to increase on-site parking in accordance with City requirements.

SECTION 4. Section 23.7 of Division 23, Grass and Turf Block Parking, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 23.7. ~~Grass and turf block~~ Pervious and Semi-pervious parking.

~~(a) Grass parking. Grass parking is allowed in the following instances:~~

- ~~(1) For any land use where excess parking is provided, that portion of parking which exceeds required parking may be grass in any zoning district.~~
- ~~(2) For houses of worship, up to 50 percent of required off-street parking facilities and any parking provided in excess of required number of spaces.~~
- ~~(3) For parks and recreation facilities in a R/OS District.~~
- ~~(4) For public and private schools offering academic courses.~~
- ~~(5) For child care and family day care facilities, private clubs, and assisted living facilities, up to 30 percent of their required parking facilities.~~

(a) Pervious/semi-pervious parking. Drought tolerant sod, shell, gravel or other similar pervious or semi-pervious surfaces that do not cause erosion, barriers to pedestrian access, or adverse effects to abutting parcels may be approved under the site plan provisions of Division 5 of this Code for parking facilities that meet one of the following criteria:

- (1) An off-premise or commercial parking lot in the Gulf Boulevard Redevelopment District for which a conditional use permit has been issued.
- (2) Non-required (excess) parking on the same premise as the use it is intended to serve.
- (3) Required parking in accordance with the following provisions:
 - a. For houses of worship, up to 50 percent of required off-street parking facilities;
 - b. For parks and recreation facilities in a Recreation/Open Space (R/OS) District all required parking except for parking required under Section 23.6 of this Code.

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- c. For public and private schools, child care and family day care facilities, private clubs, and assisted living facilities, up to 30 percent of their required parking facilities.
- (b) ~~Turf block. When off-street parking facilities surfaced with turf grid systems [turf block] are permitted for either required parking or excess parking or both, the parking facilities shall be constructed in accordance with the following:~~
 - (1) ~~Access aisles shall be surfaced with asphalt, concrete material, clay brick or concrete paving units.~~
 - (2) ~~Parking areas shall be maintained such that the grass does not constitute a nuisance by virtue of its appearance or condition and is graded in a level condition. Access aisles shall be maintained in accordance with [section 23.10](#)~~
 - (3) ~~Comply with the drainage requirements for storm water runoff set forth in Chapter 106, St. Pete Beach Code of Ordinances.~~
 - (4) ~~Comply in all other respects with the requirements of this Code.~~

SECTION 5. Section 23.8 of Division 23, Off-Street Parking and Loading, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 23.8. Off-site parking, when allowable. (Reserved)

- (a) ~~Required off-street parking facilities shall be located on the same lot as the use they are intended to serve. However, required off-street parking facilities may be located on an off-site lot if approved under the provisions of [division 5](#) of this Code at a public hearing. Such off-site parking facilities, if approved, shall be within 300 feet of the premises they are intended to serve and an off-site parking agreement meeting the requirements of the city attorney shall be required. The applicant for an off-site parking agreement shall demonstrate to the satisfaction of the appropriate board of authority:~~
 - (1) ~~Practical difficulties prevent the location of the parking facilities on the same lot; and~~
 - (2) ~~A safe pedestrian route exists, or will be provided, for the safety of pedestrians traveling between the premises and the off-site parking facilities.~~
- (b) ~~Parking agreements in a form acceptable to the city attorney shall provide:~~
 - (1) ~~The land comprising the parking facilities shall not be disposed of except in conjunction with the sale of the premises which the parking area serves, so long as the facilities are required;~~
 - (2) ~~The owner(s) agrees to bear the expense of recording the agreement and agrees that the agreement shall bind their heirs, successors and assigns; and~~

- ~~(3) The owner(s) shall agree to be responsible for the cost of any required pedestrian safety devices or improvements. The written agreement shall be voided by the city if other off-street facilities are provided in accord with these regulations.~~

SECTION 6. Division 23, Off-Street Parking and Loading, of the City of St. Pete Beach Land Development Code is hereby amended to add the following section:

Sec. 23.14. Fee in-lieu of required on-site parking.

- (a) The amount of any on-site parking required under Sec. 23.5 of this Code for development in the Downtown Redevelopment District may be reduced by the payment of the fee as established by resolution of the City Commission.
- (b) Any money collected by the City under this Section may be used only for the purchase of land for, or the construction, maintenance, or operation of on-or off-street municipal parking facilities created by this fund, and any other costs associated with the provision of municipal parking in the Downtown Redevelopment District.

SECTION 7. Section 35.3 of Division 35, (LR) Large Resort District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 35.3. Permitted principal and secondary uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the LR District are as follows:

- (a) *Primary uses.*
- (1) Temporary lodging uses, including hotels, motels, resort condominium hotels;
 - (2) Multi-family residential.
- (b) *Secondary uses.* Secondary commercial uses may be developed as an additional nonresidential use bonus floor area that is not located within the principal building, provided that the secondary commercial development is constructed with a minimum of 200 temporary lodging units. Secondary commercial uses include:
- (1) Retail;
 - (2) Eating and drinking establishments – full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;
 - (3) Indoor commercial entertainment facilities;
 - (4) Vehicles for hire.
- (c) *Secondary uses requiring conditional use approval.* Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable secondary uses requiring conditional use approval in the LR District are as follows:

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- (1) Commercial kitchen;
- (2) Eating and drinking establishment – take-out restaurant only;
- (3) Off-premise parking lot and/or structure;
- (4) Commercial parking structure.

SECTION 8. Section 38.4 of Division 38, (AC) Activity Center District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 38.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the AC Activity Center District are as follows.

- (a) Assisted living facilities;
- (b) Charter and tour boat operations;
- (c) Commercial kitchen;
- (d) Communication facilities;
- (e) Docks, commercial—Classes A, B, C, and D;
- (f) Eating and drinking establishments – take-out only restaurant, restaurant with drive-through service;
- (g) Kennels with outdoor runs;
- (h) ~~Parking lots, commercial and/or off-premise~~ Off-premise parking lot and/or structure;
- (i) Commercial parking structure;
- (j) Theatres;
- (k) Vessel for hire businesses; and
- (l) Subject to the provisions or restrictions contained in this section and elsewhere in this code, temporary lodging units may be allocated from a density pool via a conditional use as follows:

40 temporary lodging uses per acre, not to exceed a total of either 50 units per project or the density pool allocated in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts)., 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 10 temporary lodging units, mixed with a minimum of 0.35 floor area ratio for commercial or office uses, is required.

SECTION 9. Section 42.4 of Division 42, (BR) Bayou Residential District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 42.4. Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this code, allowable conditional uses in the Bayou Residential District are as follows.

- (a). Residential docks
- (b). Docks, commercial—Class A
- (c). Docks, commercial: Class B
- (d). Temporary Lodging with or without a commercial component, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts).
- (e). Off-premise parking lot.
- (f). Commercial parking lot.

SECTION 10. Section 46.4 of Division 46, (B/HC) Boutique Hotel/Condo District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 46.4. Allowable conditional uses.

- (a) Eating and drinking establishments – full-service restaurant, limited service restaurant, take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable;

(b) Off-premise parking lot;

- ~~(b)~~ (c) Subject to the provisions or restrictions contained in this section and elsewhere in this Code, additional temporary lodging units may be allocated from a density pool via a conditional use as follows:

In addition to any transient accommodation units which may be allowed on a per acre basis, there are hereby 125 total transient accommodation units for the entire Boutique Hotel/Condo district, which shall be allocated to individual projects by ordinance of the City Commission upon request of an individual property owner. Such allocation shall not exceed an additional twenty (20) units per acre, nor a total of 60 units per redevelopment project, irrespective of total project acreage.

SECTION 11. Article III, Section 137 of Chapter 82, Posted Restricted Parking Zones, of the City of St. Pete Beach Code of Ordinances is amended to provide as follows:

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Sec. 82-137. - Posted restricted parking zones.

- (a) The following city streets shall require a "D" permit for parking from 9:00 a.m. to 5:00 p.m. everyday on one side of the street, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass A Grille Way;

12th Avenue thru 14th Avenue between Gulf Way and Pass A Grille Way;

17th Avenue thru 20th Avenue between Gulf way and Pass A Grille Way;

22nd Avenue between Gulf Way and Pass A Grille Way;

25th Avenue between Sunset Way and Pass A Grille Way;

27th Avenue thru 30th Avenue between Sunset way and Pass A Grille Way;

37th Avenue between Gulf Blvd. and El Centro;

Sunset Way between 23rd Avenue and 24th Avenue;

Sunset Way between 28th Avenue and 30th Avenue;

1st Avenue West between 31st Avenue and 32nd Avenue;

32nd Avenue between Sunset Way and the beach;

Casablanca Avenue at Cabrillo Avenue;

West Maritana Drive between Alahambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street;

Alahambra Street between West Maritana and West Debazan Avenue;

West Debazen Avenue between East Debazen and South Maritana;

Debazen Avenue between Casablanca and Alahambra Street;

East Debazen between Alahambra Street and South Debazen Avenue;

Alfanzo Street between West Maritana Drive and West Debazen Avenue;

Granada Street between East Debazen Avenue and East Maritana Drive;

Barcelona Street between Debazen Avenue and East Maritana Drive;

Beach Plaza between 70th Avenue and 71st Avenue; and

Pass-A-Grille Way between 7th Avenue and 3rd Avenue;

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18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (b) The following city streets shall require a "D" permit for parking from 9:00 a.m. to 5:00 p.m. everyday on each side of the street, as designated on the city parking maps:

2nd Avenue to 5th Avenue;

Sunset Way between 24th Avenue and 25th Avenue;

Sunset Way between 22nd Avenue and 23rd Avenue;

32nd Avenue between 1st Street West and the beach; and

One parking space on the west side of Casablanca Avenue at Cabrillo Avenue.

- (c) The following city streets shall require a "D" permit for parking at any time everyday on one side of the street, as designated on the city parking maps:

11th Avenue between Gulf Way and Pass-A-Grille Way;

21st Avenue between Gulf Way and Pass-A-Grille Way;

23rd Avenue between Sunset Way and Pass-A-Grille Way; and

4 parking spaces on the south side of West Maritana Drive east of Casablanca Avenue;

36th Avenue between Gulf Boulevard and East Maritana Drive;

Casablanca Avenue between 37th Avenue and Pinellas Bayway;

East Maritana Drive between 37th Avenue and Pinellas Bayway.

- (d) The following city streets shall require a "D" permit for parking at any time everyday on each side of the street, as designated on the city parking maps:

6th Avenue between Gulf Way and Pass-A-Grille Way; and

7th Avenue between Gulf Way and Pass-A-Grille Way.

- (e) The following city streets shall require a "B" permit for parking at any time everyday on each side of the street, as designated on the city parking maps:

42nd Avenue between Belle Vista Drive and Poinsettia Drive; and

43rd Avenue between Belle Vista Drive and Moody Street.

- (f) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 5:00 p.m. everyday on one side of the street, as designated on the city parking maps:

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (g) The following city streets shall require an "E" permit for parking from 9:00 a.m. to 5:00 p.m. everyday on one side of the street, as designated on the city parking maps:

67th Avenue between Beach Plaza and Sunset Way; and

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (h) The following city streets shall require an "E" permit for parking from 9:00 a.m. to 5:00 p.m. everyday on each side of the street, as designated on the city parking maps:

68th Avenue to 70th Avenue between Beach Plaza and Sunset Way.

- (i) Parking in the locations designated on the following city streets shall be limited to thirty (30) minutes, as designated on the city parking maps:

3 parking spaces on the west side Pass-A-Grille Way south from 9th Avenue;

3 parking spaces on the north side of 10th Avenue west from Pass-A-Grille Way;

1 parking space on the east side of the 800 block of Gulf Way;

1 parking space on the east side of 1300 block of Gulf Way;

1 parking space on the south side of 26th Avenue west of Pass-A-Grille Way;

3 parking spaces on the north side of 32nd Avenue west of Pass-A-Grille Way; and the north side of the Don Vista Center.

- ~~(j) Parking on one side of the following city street shall be limited to two (2) hours, between the hours of 8:00 a.m. and 6:00 p.m. everyday, as designated on the city parking maps:~~

~~The north side of 51st Avenue between Gulf Boulevard and the end of the street.~~

- ~~(k)~~ (j) Parking on each side of the following city street shall be limited to two (2) hours, between the hours of 8:00 a.m. and 6:00 p.m. everyday, as designated on the city parking maps:

8th Avenue between Gulf Way and Pass-A-Grille Way. Vehicles displaying a valid "D" Permit are exempt from the limit of two hours.

- ~~(l)~~ (k) Parking in the main Don Vista Center parking lot shall be prohibited unless an event is scheduled by the City at the Don Vista Center.

- ~~(m)~~ (l) Parking on the west side of Gulf Way between 9th Avenue and 10th Avenue shall be limited to employees of the public concession stand at the beach.

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(~~am~~) Parking on one side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass-A-Grille Way;

10th Avenue to 22nd Avenue between Gulf Way and Pass-A-Grille Way;

23rd Avenue to 30th Avenue between Sunset Way and Pass-A-Grille Way;

32nd Avenue between 1st Street West and Pass-A-Grille Way;

El Centro at the Don Vista Center;

West Maritana Drive between Alahambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street;

Alahambra Street between West Maritana and West Debazen Avenue;

West Debazen Avenue between East Debazen and South Maritana;

Debazen Avenue between Casablanca and Alahambra Street;

East Debazen between Alahambra Street and South Debazen Avenue;

Alfonzo Street between West Maritana Drive and West Debazen Avenue;

Granada Street between East Debazen Avenue and East Maritana Drive;

Barcelona Street between Debazen Avenue and East Maritana Drive;

Casablanca Avenue between 37th Avenue and Pinellas Bayway;

East Maritana Drive between 37th Avenue and Pinellas Bayway;

Belle Vista Drive between 41st Avenue and Belle Vista Drive East;

Lido Drive between 1st Street East and Plaza Way;

36th Avenue between El Centro and East Maritana Drive;

41st Avenue between Belle Vista Drive and Poinsettia Drive;

46th Avenue between Gulf Boulevard and the east end of Lido Park;

49th Avenue;

51st Avenue between Gulf Boulevard and the beach;

51st Avenue between Gulf Boulevard and the east end;

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55th Avenue between Aloha Drive and Leilani Drive;

Boca Ciega Isle Drive at the entrance;

58th Avenue between Gulf Boulevard and 2nd Street East;

64th Avenue between Gulf Winds Drive and 430 64th Avenue;

Gulf Winds Drive between 2nd St. East and 71st Avenue;

64th Avenue to 73rd Avenue between Sunset Way and Gulf Boulevard;

Sunset Way between 23rd Avenue and 24th Avenue;

Sunset Way between 25th Avenue and 26th Avenue;

Sunset Way between 29th Avenue and 30th Avenue;

Sunset Way between 64th Avenue and 67th Avenue;

1st Street West between 31st Avenue and 32nd Avenue;

Casablanca Avenue between 37th Avenue and Cabrillo Avenue;

78th Avenue to 87th Avenue between Blind Pass Road and Boca Ciega Drive; and
Corey Circle.

(en) Parking on each side of the following city streets shall be prohibited at any time, as
designated on the city parking maps:

Pass-A-Grille Way between 13th Avenue and 32nd Avenue;

14th Avenue to 20th Avenue between Pass-A-Grille Way and the east end;

30th Avenue between Sunset Way and the beach;

31st Avenue between Sunset Way and Pass-A-Grille Way;

2nd Street West;

Cabrillo Avenue;

West Maritana Drive between Casablanca Avenue and Alahambra Street;

Belle Vista Drive between 44th Avenue and 41st Avenue;

37th Avenue between Gulf Blvd. and east Maritana;

44th Avenue between Gulf Boulevard and Moody Street;

45th Avenue between Gulf Boulevard and 2nd Street East;

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Punta Vista Drive;

Boca Ciega Isle Drive between Plaza Way and 520 Boca Ciega Isle Drive;

52nd Avenue between Gulf Boulevard and the beach;

55th Avenue between Gulf Boulevard and Aloha Drive;

Aloha Drive;

59th Avenue between Gulf Boulevard and Bimini Way;

Gulf Winds Drive between 2nd St. East and Gulf Blvd.;

64th Avenue between 1st Palm Point Street and 425 64th Avenue;

64th Avenue between Gulf Blvd. and Gulf Winds Drive;

67th Avenue between Gulf Blvd. and Gulf Winds Drive;

Sunset Way between 70th Avenue and 71st Avenue;

1st Street East between Lido Drive and 45th Avenue;

2nd St. East between Lido Drive and 45th Avenue;

2nd St. East between 60th Avenue and Gulf Winds Drive.

(p) Parking on one side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. everyday, as designated on the city parking maps:

Pass-A-Grille Way between 1st Avenue and 7th Avenue;

Casablanca Avenue between Pinellas Bayway and Cabrillo Avenue;

51st Avenue between Gulf Boulevard and the beach;

67th Avenue between Beach Plaza and Sunset Way;

Sunset Way between 68th Avenue and 70th Avenue;

Gulf Winds Drive between 64th Avenue and 2nd St. East;

64th Avenue between Gulf Blvd. and Sunset Way;

Sunset Way between 64th Avenue and 66th Avenue;

66th Avenue between Gulf Blvd. and Sunset Way.

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- (~~ep~~) Parking on each side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. everyday, as designated on the city parking maps:

Gulf Way;

Pass-A-Grille Way between 7th Avenue and 12th Avenue unless otherwise posted;
and

Beach Plaza between 67th Avenue and 70th Avenue.

- (~~eq~~) Parking on the north side of 10th Avenue between Gulf Way and Pass-A-Grille Way shall require a "D" permit for parking at any time everyday, or shall be limited to patrons of the museum, unless otherwise posted, as designated on the city parking maps.

- (~~sr~~) Parking on the following city streets and parking lots shall be limited as hereafter designated, as shown on the city parking maps:

Lazarillo Park—Parking shall be for park users only;

Lido Park—45th Avenue Lot—Parking shall be for park users only;

Lido Park—46th Avenue Lot—Parking shall be for park users only, with the exception of four parking spaces designated "B" Permit Required from 9:00 a.m. to 5:00 p.m.;

Don Boat Ramp—"D" Permit or "B" Permit required with attached boat trailer, or any vehicle with attached boat trailer subject to payment of designated parking fee from 8:00 a.m. to 8:00 p.m.;

County Park—Parking is subject to payment of designated parking fee at any time;

44th Avenue Parking Lot—Five parking spaces designated "B", "D", or "E" Permit required; Two parking spaces designated "B" Permit Required "3" hour limit; One parking space designated "3" hour limit.

Ron McKenney Park—Parking shall be for park users only;

Sunset Park—"B" Permit required from 9:00 a.m. to 5:00 p.m. on the waterfront side;

Egan Park/Captiva Circle

North side: No parking

East side: Two waterfront parking spaces designated "Car parking only 24 hour limit"; 16 waterfront parking spaces designated "Vehicle with attached boat trailer only" and subject to payment of designated parking fee at anytime. Parking fee and vehicle with boat trailer attached restriction waived during adult softball games for the six southernmost waterfront spaces.

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South Side—East end of Captiva Circle: Four parking spaces designated "No vehicle with boat trailer attached parking at anytime." South Side of Captiva Circle—Designated "No Parking Anytime."

Egan Park gravel parking lot—"B" permit required for Vehicle with attached boat trailer."

Don Vista Parking Lot

South side: Don Vista parking only, and

North side: 15 spaces, Don Vista parking only.

- (~~ts~~) Parking in the locations designated on the following city streets shall be limited to 15 minutes, as designated on the city parking maps:

Corey Avenue parking spaces directly in front of the Post Office.

- (~~ut~~) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 5:00 p.m. Saturdays, Sundays and holidays on one side of the street, as designated on the city parking maps:

Gulf Winds Drive between 64th Avenue and Bay St;

64th Avenue between Gulf Winds Drive and First Palm Point.

- (~~vu~~) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 9:00 p.m. Saturdays, Sundays and holidays on each side of the street, as designated on the city parking maps:

64th Avenue between 425 64th Avenue and the east end of 64th Avenue;

67th Avenue between Gulf Winds Drive and Bay St;

Bay St. between Gulf Winds Drive and 64th Avenue;

First through Fourth Palm Points Streets.

SECTION 12. Section 17.3 of Division 17, (INS) Institutional District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 17.3. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the INS Institutional District are as follows:

- (a) Places of worship with 100 seats or more in the main sanctuary.
- (b) Residential structures as an ancillary use to the institution.
- (c) Commercial docks – Classes B and C only.
- (d) Clubs, private and community service.
- (e) ~~(d)~~ Schools, public, private or charter.
- (f) Social service agencies.
- (g) Parking lots, commercial and or off-premise.

SECTION 12. This Ordinance shall be published in accordance with the requirements of law.

SECTION 13. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED ON FIRST READING _____, a.d. 2015

PASSED ON SECOND AND FINAL READING _____, a.d. 2015

Maria Lowe, MAYOR

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLISHED: _____

4/17/2015 2:17 PM

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:

City Attorney
Andrew Dickman, Esq.

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

Issue Considered: Ordinance No 2015-06, amending Chapter 6, Alcoholic Beverages of the City of St. Pete Beach Code of Ordinances relating to public consumption or possession of alcoholic beverages

Date: April 17, 2015

Prepared By: Matt McLachlan, Calvin Giordano & Assoc.

Through: Wayne Saunders, City Manager *WS*

Summary of Issue: Chapter 6 of the City Code restricts where the public can consume or possess alcoholic beverages. Currently, it is unlawful for the public to drink or consume alcoholic beverages on or upon all public streets, all public beach lands, any public sidewalk, any city park, and all private sand beach areas upland of the Gulf of Mexico and adjacent to private property. Provided, however, the City Commission may issue a permit for special occasions.

This ordinance gives the City Commission the ability to permit public consumption of alcoholic beverages on public streets, sidewalks and private sand beach areas in connection with the approval of an outdoor dining or drinking area permit.

The City Commission will be considering a separate ordinance dealing the permitting and regulation of outdoor dining and drinking areas on April 28, 2015 (first reading). Staff recommends in that Ordinance that all outdoor dining and drinking area permits require conditional use approval which would allow the City Commission to consider the individual impacts of each case and impose any necessary conditions to control and ameliorate those impacts. Further, the current prohibition on alcoholic beverage consumption on private sand beach areas is proposed to be limited to those properties where the adjoining upland portion is occupied by a non-residential or temporary lodging use. Therefore, residents who own or partially own a sand beach area would be allowed to consume alcoholic beverages on their portion of the beach.

On February 17, 2015, the Planning Board held a public hearing on the ordinance and unanimously voted in favor of its

passage. Subsequent to the meeting, the ordinance was amended as follows:

Section 1 - Definitions for “sand beach areas”, “sovereignty submerged land” and strengthen and clarify other terms;

Section 2, Prohibition of the sale of alcohol to any person below the legal age as established by state law added;

Section 3, Prohibition on drinking or consuming alcohol on or upon private sand beach areas limited to those properties where the upland portion is occupied by a non-residential or temporary use; City Commission authorization of an outdoor drinking area within public rights-of-way and on private sand beach provided for; and other clarifications and minor edits recommended by the City Attorney.

The above described changes should therefore be viewed as being recommended by Staff.

Requested Motion: I move to approve Ordinance No. 2015-06 on first reading

Attachment: Ordinance No. 2015-06

ORDINANCE 2015-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES, ARTICLE I, IN GENERAL OF THE CITY OF ST PETE BEACH CODE OF ORDINANCES BY AMENDING SECTION 6.1, DEFINITIONS, AMENDING THE DEFINITION OF ESTABLISHMENT DEALING IN ALCOHOLIC BEVERAGES AND ADDING NEW DEFINITIONS OF SAND BEACH AREAS AND SOVEREIGNTY SUBMERGERED LAND; AMENDING SECTION 6.3, SALE TO CERTAIN PERSONS PROHIBITED, BY PROHIBITING THE SALE OF ALCOHOLIC BEVERAGES TO ANY PERSON BELOW THE LEGAL AGE AS ESTABLISHED BY STATE LAW; AMENDING SECTION 6.5, PUBLIC CONSUMPTION OR POSSESSION RELATING TO RESTRICTIONS AND PERMITTING OF PUBLIC ALCOHOL CONSUMPTION ON PUBLIC LANDS, RIGHTS-OF-WAY, SAND BEACH AREAS AND SOVEREIGNTY SUBMERGED LANDS; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

SECTION 1. Section 6.1 of Article I, Chapter 6, of the City of St. Pete Beach Code of Ordinances is hereby amended as follows:

Sec. 6-1. - Definitions.

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

Alcoholic beverage means any beverage containing more than one percent of alcohol by weight.

Club means any group of persons associated together as a duly chartered or incorporated organization, including a social club incorporated by order of the circuit court, which holds a license issued by the state for the sale of alcoholic beverages.

Establishment dealing in alcoholic beverages means any business or establishment licensed by the state for the sale of alcoholic beverages; any area or part of any property, building or structure in which alcoholic beverages are kept for sale, offered for sale, sold, served or dispensed under license by the state; any other area, property, building or structure or part thereof having an entrance, door or other passageway that could in any manner be used or utilized as a means of access, ingress or egress into the area in which alcoholic beverages are kept, offered for sale, sold or dispensed; or which is in any other manner capable of access,

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ingress or egress at any time to the area in which alcoholic beverages are kept, offered for sale, sold, served or dispensed. However, the term "establishment dealing in alcoholic beverages," when applied to a hotel or club, as defined in this section, means that area (indoor or outdoor) or part of such hotel or club in which alcoholic beverages are kept, sold, served or dispensed when such area is capable of being closed or in some other manner set apart and forbidden to access, including sand beach areas as defined herein and as depicted in the Vendor's state alcoholic beverage license.

Sale or sell includes any transfer of liquor, wine or beer or other alcoholic beverages for a consideration, and any gift of liquor, beer or wine in connection with or as a part of a transfer of property other than liquor, beer or wine or other alcoholic beverages for a consideration.

Sand beach areas means the zone of unconsolidated material that extends landward from the mean high water line to the place where there is marked change in material or physiographic form.

Sovereignty submerged land include, but are not limited to, tidal lands, sandbars, shallow banks and lands waterward of the ordinary or mean high water line, beneath navigable fresh water or beneath tidally-influenced waters.

Vendor means any person who keeps for sale, sells or dispenses any alcoholic beverages in any quantity in any place or business licensed by the state for the sale of alcoholic beverages, or any person who holds a license from the state for the sale of alcoholic beverages, including the owner, manufacturer, operator, proprietor or licensee or the servant, agent or employee of any one of such.

SECTION 2. Section 6.3 of Article I, Chapter 6, of the City of St. Pete Beach Code of Ordinances is hereby amended as follows:

Sec. 6-3. - Sale to certain persons prohibited.

No person who is a vendor of alcoholic beverages shall sell, furnish or deliver or permit any person in his employ to sell, furnish or deliver any alcoholic beverages in any quantity to any person who is intoxicated or below the legal age as established by state law.

SECTION 3. Section 6.5 of Article I, Chapter 6, of the City of St. Pete Beach Code of Ordinances is hereby amended as follows:

Sec. 6-5. - Public consumption or possession.

~~(a) As used in this section, the term "beach" means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form.~~^[2]

(~~ba~~) Except as provided in subsection (e) of this section, it shall be unlawful to drink or consume alcoholic beverages on or upon:

- (1) All public streets.
- (2) All public beach lands. ¹³¹
- (3) Any public sidewalk.
- (4) Any city park.
- (5) All private sand beach areas upland of the Gulf of Mexico and adjacent to private property where the upland portion of the subject property is occupied by a non-residential or temporary lodging use. ¹⁴¹
- (6) All sovereignty submerged land.

(~~eb~~) For public beaches, notice of this section shall be posted in a prominent beach access location by the city. Where the upland property is used for some commercial use, including but not limited to hotels and resorts on the beach, notice shall be posted by the owner and shall contain language determined to be acceptable by the City Attorney. Where the upland property is a multifamily residential use, the owner or condominium association shall be responsible for posting the notice. Where the upland property is less than three residential living units, the city shall post the notice at the closest public access to the beach.

(~~ec~~) It shall be unlawful for any person to carry on or about his person any container of alcoholic beverages, whether or not the container is a bottle, can, carton or other form of container, in those areas described in subsection (~~ba~~) of this section unless a permit has been issued pursuant to subsection (e) of this section otherwise allowing said activity to occur under any certain terms and conditions stated in the permit. This subsection shall not be applicable in those areas described in subsections (~~ba~~)(1); and (3), and (5) of this section if the alcoholic beverage is contained in a sealed container or if the bottle, can, carton or other container has never been opened since the time the beverage was originally bottled at the manufacturer's or bottler's plant.

(~~ed~~) Possession of any container of alcoholic beverages wherein the seal has been broken, the bottle cap or pop-top has been opened or removed or where the container may seem to be open or to have been opened shall constitute prima facie evidence of a violation of this section.

(~~fe~~) Permits for special ~~occasions~~ events, outdoor dining or drinking areas may be issued as follows:

- (1) The city commission may ~~approve special permits for~~ authorize the consumption of alcoholic beverages in the areas described in subsections (~~ba~~)(1), (2), (3), (4) and (5) in connection with the approval of a special event permit.
- (2) The city commission may authorize the sale and consumption of alcoholic beverages in connection with the approval of a conditional permit for an outdoor dining area or outdoor drinking area in the areas described in subsections (a)(1) and (3) or with the

approval of a conditional use permit for an outdoor drinking/dining area in the area described in subsection (a)(5) in cases where the upland portion of the subject property is principally used for temporary lodging purposes and the guests of the facility are the primary patrons.

- (23) Owners of private ~~property upland of the beach~~ sand beach areas may obtain special permits for the consumption of alcoholic beverages for special occasions. The permits shall be issued by the ~~department of planning and development~~ City Commission and shall include conditions necessary to protect the safety, health and welfare of the public. The upland owner shall be entitled to no more than three permits per month. The area of the beach subject to the permit shall be marked with approved temporary markers, and the consumption of alcohol shall be confined to the marked area. Permits shall not authorize consumption before 8:00 a.m. and shall terminate no later than 10:00 p.m.

SECTION 4. This Ordinance shall be published in accordance with the requirements of law.

SECTION 5. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED ON FIRST READING _____, a.d. 2015

PASSED ON SECOND AND FINAL READING _____, a.d. 2015

Maria Lowe, MAYOR

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLISHED: _____

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.

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Rebecca C. Haynes, City Clerk

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APPROVED AS TO LEGAL FORM AND CORRECTEDNESS:

City Attorney
Andrew Dickman, Esq.

| 4/17/2015 2:25 PM

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THE SUNSET CAPITAL OF FLORIDA

MEMORANDUM

To: Wayne Saunders
City Manager

From: Jennifer McMahon
Recreation Director

Date: April 14, 2015

Recreation Quarterly Report – 2nd Quarter January – March 2015

Programs

- The after school program is licensed by the Pinellas County Licensing Board and Health Department for the 2013-14 school year. The program enrolled 76.
- The Community Center has enrolled 413 SilverSneaker members and average 580 visits a month with a revenue average for second quarter of \$1,500.
- Monday Night Softball this quarter had 6 teams
- 45 and older basketball programs had 7 teams each this quarter
- Lego Robotics team placed 1st place in the Robofest regional competition in Oldsmar on March 14, 2015. With the win, they are invited to compete in Detroit, MI in May in the World Robofest Competition held at Lawrence Tech University.
- Provided a Senior Excursion every Friday beginning January 9. Each trip filled up and over 214 seniors took advantage of our trips bringing in over \$3,380 in revenue and 51% of the attendees are residents.
- Hosted Community Wide Garage Sale with over 70 vendors on January 24
- Led a Beach Clean Up on Upham Beach with 26 volunteers on March 14
- Hosted Music in the Afternoon events January – March with over 100 seniors in attendance at each fee event.
- Began Sunset fest with the assistance of residents of district one. First event was in February and one will be held each month following.
- Had a bridge dedication ceremony and walk of the Bayway Bridge for CSM Gary Littrell, Army Medal of Honor recipient.
- Replaced flooring from tile to vinyl planks in the Community Center, improving the look of the rooms.

- Pickleball revenue from those paying daily or purchased a punch card from January- March was at \$2,086. This does not include the revenue from SilverSneaker users. Average number of players this quarter was 35 players a day but on some occasions had over 70 players.
- Master's Tennis is continued to be played at Lazarillo Park every Monday at 10am.
- Staff led programs revenue for 1st and 2nd quarter is \$68,570.
- Instructor-led classes have over doubled the revenue from FY14 first half from \$21,690 to \$48,988.
- Fitness Room attendance is averaging 50/day in the 2nd quarter and revenue for 1st and 2nd quarter has increased 22% from FY14 \$7,515 to FY15 at \$9,609
- Sold 162 Resident monthly fitness room passes and 62 Non-Resident fitness room from January to March totaling \$2,612. All other admission is paid on a daily basis.
- Pool admission revenue is up 21% from FY14 through second quarter from \$6,500 to \$8,131
- Community Center Rentals is up 10% from FY 14 through second quarter from \$126,900 to \$139,451.
- Permitted 40 special events in the 2nd quarter and made \$2,240 in revenue.

Pool

- Private Rentals: One with 50 participants
- Umbrella Rentals: Four Rentals with 160 participants
- The pool has registered 100 Silver Sneakers Members
- The pool has 57 Pool Memberships
- The Complete Water Workout Classes are held on Tuesday/Wednesday/Thursday from 1:230pm-2:15pm with an average of 25 participants
- Water Zumba classes are held on Friday/Saturday with an average of 10 participants
- Aqua Fitness Class are held on Monday/Wednesday with an average of 20 participants
- West Florida Swim Team practices at the pool Monday-Friday 4:00pm-6:00pm. The team has an average about 75 swim team members
- High School Development Team began in January with about 15 Team Members. They practice between 3:00pm-4:30pm
- Adelphi After School program brings 50 children every Wednesday from 3:00pm-4:00pm for Swim Lesson Program started March 11 runs through June.
- West Coast Kayaks rented the pool every Saturday afternoon in January/February/March from 3:30pm-5:30pm to demonstrate and sell Paddle Boards/Kayaks

- Trades Winds Resort used the pool for their Lifeguard Training two days in February.
- Pool Reopen on Sundays beginning March 1 from noon to 3:00pm
- Spring Break Week March 30-April 3 Pool was open 7:00am-6:00pm that week. Weather was warm so the pool had record number attendance.
- St Pete Beach Spring Break Camp came to the pool on Tuesday/Friday with around 30 swimmers.

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Marketing

Marketing material is created in house and then is sent by many different avenues. Below is how we get the word out to the community:

- Print – The Gabber, Pinellas Beaches Patch, Tamp Bay Times, Island Reporter, Paradise News, Beach Beacon
- Insert in Tampa Bay Times Sunday January 11 paper to over 10,000 homes
- Flyers/Brochures – to all area schools, lobbies, city hall, library, local hotels and condos
- Online – website, facebook, twitter, TBO.com, blogs, WhatsdoingTampaBay.com, weddingwire, VisitFlorida and print website pages
- Press Releases

Rentals

- Community Center Rentals: 21
- Other rentals:
 - Hosted SPB Classic Race Party
 - Hosted City Employee Luncheon
 - Hosted Florida Recreation and Parks Association workshop
 - Hosted a SPB commission workshop
- Meeting rentals:
 - Weekly rental every Thursday from Beaches Pitch Group
 - Monthly meeting with South Beach Referral Group
 - Hosted meeting space for St Pete Beach Classic meetings
 - Hosted meeting space for South West Little League
- Park Rentals: 20
- Warren Webster: 11 (above the regular scheduled meetings and civic group meetings)

Staff

- Jennifer attended a Florida Recreation Parks Association (FRPA) workshop on Placemaking in January
- Melanie Gray and Greg Davidson completed their 10 hour required DCF school-aged training course for the after school program.



Public Services Department 2nd Quarter Report (January, February and March 2015)

"The Public Services Department oversees the efficient and effective operations of the Public Properties, Utilities and Construction Divisions in order to consistently deliver the highest quality of life and infrastructure to our island community."

Director/Operations Manager

- Operations Manager named Interim Director
- Conducted staff meetings concerning management change
- Prepared budget with City Manager and Project Manager
- Attended meeting with Pinellas County Utilities on reclaimed water repairs
- Attended meeting with Progressive Waste on beach trash collection
- Interviewed candidates for Storm water position

PUBLIC PROPERTIES

- Beach cleaning operations
- Sign maintenance: repairs made to damaged signs, replacement of older signs
- Replaced over 100' of damaged sidewalk
- Removed dead queen palms from Corey Avenue
- Provided barricades, cones and trash cans for several special events
- Repaired guardrail at 1st Avenue due to car accident
- Installed new plants and mulch at City Hall
- Sidewalk grinding contractor was on site removing trip hazards
- Removed the undergrowth from the vacant lot at Egan Park
- Trimmed the Cuban Laurel tree at Lazarillo Park per arborist report
- Dune walkover handrail repairs made on three walkovers
- Installed new picnic tables in the pavilion at McKenney Park
- Building maintenance: replaced light bulbs at Library, City Hall, and Recreation
- Plumbing repairs at Pass-a-Grille Concession, Horan Park, Vina Del Mar Park and Gym
- Fabricated and installed 2 memorial benches
- Painted the clay bin at Egan Park
- Trimmed, cleaned and installed new plants at Pass-a-Grille Concession
- Replaced damaged playground parts in Lido Park and McKenney Park
- Irrigation repairs made at Boca Ciega Isle Park, McKenney Park, Corey Avenue and Gulf Blvd Medians.

Utilities

- Tested several new vacuum trucks.
- Lift Station # 17 is complete we have new piping in the dry well, and 2 new submersible pumps have been installed.
- Pump Station #2 construction is ongoing.
- 372 wastewater taps located this quarter (Sunshine One-Call).

- Replaced some floats at LS #10 due to rats eating the cables.
- SCADA system has been installed in all the Lift Stations except Pump Station #2.
- Several wastewater lines were cleaned and televised throughout the City.
- Cleaned the crossover lines on Gulf Blvd and also other known areas of the City where heavy grease builds up in the lines.
- All Lift Stations and floats were cleaned.
- Every even month the jet truck water meter is brought to the County yard in Largo to be read for billing purposes.
- Sheriff's dispatch called several times after hours to report street leaks and to report wastewater issues.
- Responded numerous times during and after work hours to various Lift station alarms and other problems.
- Responded to 25 reports of wastewater blockages.
- Put up and removed banners on 75th Ave several times this quarter; staff also assisted with the setup of several other events.
- Several potholes throughout the city have been addressed this is a daily occurrence.
- Staff has been working well together; we have completed several projects that have required pulling staff from their scheduled duties to assist where they are needed.
- A broken wastewater pipe was discovered in the Don Cesar area. TLC was contracted to make the emergency repair.

Reclaimed Water

- Made several inspections and repairs to reclaim water (RCW) boxes throughout the City for residents.
- Located and exposed several RCW boxes.
- Installed several RCW hose bib adapters for residents.
- Responded to numerous reports of reclaimed or potable water leaks and took the appropriate action.
- RCW patching has been contracted out for now; we receive an updated list weekly from Pinellas County and then it is emailed to the contractor weekly.

Stormwater

- Storm water grates were cleaned after rain events.
- Dug out 1st & 2nd Ave storm water pipe as needed to ease street flooding.
- Sprayed for weed control around the storm water drain grates.
- Several storm water lines and catch basins were cleaned throughout the City to ease flooding.
- Cleaned all the French Drains throughout the City.
- We finally hired for the storm water position.
- We have been working with our chain cutter and removing barnacles from storm water outfall lines. Our work depends on the tide levels.

Master Pump Station

- The wet wells are pumped down weekly to eliminate some of the grease build up.
- The generator is also load tested weekly.
- The Odor control unit is inspected weekly.
- The generator had its annual service.
- Draw down test was done by city of St Petersburg to confirm the flow meter is accurate; the flow meter was also calibrated.
- We replaced the submersible transducer in the south wet well.
- A new ring and cover was installed on the manhole in front of the station.
- All work done at any of our lift stations and pump stations is now being documented as requested.

Project Manager:

- Performed final walkthrough and closed at LS 5, 6, 9, 12
- TLC Construction continues to construct Pump Station #2
- Discussed Bayway roadside modifications with residents in preparation for the upcoming landscaping, sidewalk, and drainage projects.
- Sent new map to Duke for LED conversion
- Met City of St. Pete at PS #1 to discuss meter reading and draw down test
- Put Mir with Silver Sands in touch with Steve West from FDEP for escarpment knock down
- Negotiated change order with Hinterland for LS #9
- Updated SWFWMD on PAGW and BPR status
- Provided PAGW plans and reports to several residents
- Met with resident to discuss outfall at 29th Ave in PAGW
- Met with Silver Sands and FDEP regarding removal of escarpment
- Met at Warren Webster to discuss repairs for building
- Weekly PAGW project meeting at Warren Webster
- Reviewed and issued ROW permits
- Completed negotiations with FDOT to secure funding for landscaping reimbursements
- Meeting with Kimley-Horn to further refining scope for upcoming I & I study, Force Main #3, and Lift Station #3 projects with Kimley-Horn
- Coordinated restoration efforts in Lazarillo Park with Duke Energy
- Met with SPYC and Sea Critter's to discuss outfall location on PAGW
- Coordinated pump repair visits to PS 1
- Coordinated street light shield for several residents near PAGW
- Mandated and made sure that GC Roth repaired Community Center roof
- Discussed foundation soils evaluation at PS 2
- Updated PCI report with CPWG and prioritized repaving priorities
- Sent SWFWMD contacts to CM/CA for review
- Evaluated and repaired sewer lateral break at Don Cesar
- Met with Florida Safety Contractors to discuss alley aprons
- Alley shell, concrete, and asphalt (behind Circle K) alley improvements underway
- Meetings with Baker, Duke, FDOT, Verizon, and CM to discuss ongoing design for BPR budget
- Selected colors for PS #2 and PS #3 buildings
- Prepared summary of Gulf Blvd infrastructure for George Young/FDOT
- Negotiated Fireworks contract for FY2015



THE SUNSET CAPITAL OF FLORIDA

MEMORANDUM

To: Wayne Saunders, City Manager

From: Daniel H. Graves, Fire Chief

Date: April 28, 2015

The following is a summary of Fire Department activities for the 2nd Quarter of FY2015:

- Crews attended countywide ISO required fire based training.
- Crews attended required Continuing Medical Education (CME) class to maintain proficiency and maintain certifications.
- Crews completed the annual fire hose testing
- Chief Graves attended the countywide Operations Chief's monthly meetings and the Pinellas County Fire Chief's Association meetings.
- D/C Nifong and Lt. Milner attended the countywide Training Chief's meetings representing the department.
- D/C Gorham attended the countywide EMS Chief's meetings representing the department.
- The Team is out in the community working on Tactical Survey Reviews (TSR) of all commercial buildings. This process will be an ongoing project where all properties are visited twice annually as an Insurance Services Office ISO requirement.
- New officers began and completed their command Officer training classes.
- Personnel conducted 46 Business Inspections during the quarter.
- During the period the Fire Department responded to 653 requests for service in the following categories:

EMS	531
Fire Alarms	52
Structure Responses	20
Other	50