

Table of Contents

Agenda	2
Approval of minutes from the April 14, 2015 regular meeting	
04-14-2015 Regular Meeting	4
Ratification of the decision of the City Manager to authorize TLC Diversified, LLC to perform emergency repairs to the wastewater lateral servicing the Don Cesar Hotel in the amount of \$20,511.30.	
Agenda Report	16
TLC Invoice	17
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 \$166,080 for the Egan Park BMP Project (stormwater improvements).	
Agenda Report	21
SWFWMD Egan Park CFA	22
Authorization for the City Manager to accept a proposal from Ennead LLC in the amount of \$12,000 for updating the FY 2015 -16 Stormwater Non-Ad Valorem (NAV) Assessment Roll	
Agenda Memo	38
Ennead LLC Proposal.	39
Agreement between the City of St. Pete Beach and Ernie Hand for consultation in association with plan reviews, permits, inspections and any other matters requested by the City in connection with Fire and Rescue matters.	
Agenda Report	45
Consultant Agreement	46
Ordinance 2015-06, First Reading and Public Hearing, amending Chapter 6, Alcoholic Beverages of the City of St. Pete Beach Code of Ordinances relating to public consumption or possession of alcoholic beverages.	
Ordinance 2015-06 Agenda Report.	47
Ord 2015-06.	48
Ordinance 2015-03, Final Reading and Public Hearing, Off- Premise and Commercial Parking	
Ordinance 2015-03 Agenda Report.	53
ORD 2015-03.	55



**COMMISSION MEETING
CITY OF ST. PETE BEACH**
155 Corey Avenue

Tuesday, May 26, 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. **Gulf Beaches Elementary Science Fair**
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. **Approval of minutes from the April 14, 2015 regular meeting**
 - b. **Ratification of the decision of the City Manager to authorize TLC Diversified, LLC to perform emergency repairs to the wastewater lateral servicing the Don Cesar Hotel in the amount of \$20,511.30.**

- c. 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 \$166,080 for the Egan Park BMP Project (stormwater improvements).**
- d. Authorization for the City Manager to accept a proposal from Ennead LLC in the amount of \$12,000 for updating the FY 2015-16 Stormwater Non-Ad Valorem (NAV) Assessment Roll**

5. Action Items

- a. Agreement between the City of St. Pete Beach and Ernie Hand for consultation in association with plan reviews, permits, inspections and any other matters requested by the City in connection with Fire and Rescue matters.**

6. Ordinances

- a. Ordinance 2015-06, First Reading and Public Hearing, amending Chapter 6, Alcoholic Beverages of the City of St. Pete Beach Code of Ordinances relating to public consumption or possession of alcoholic beverages.**
- b. Ordinance 2015-03, Final Reading and Public Hearing, Off-Premise and Commercial Parking**

7. Resolutions – No item submitted for review

8. Items for Discussion – No item submitted for review

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL: If a person decides to appeal any decision made at this meeting, he/she will need a record of the proceeding and, for such purpose, will need to ensure that a verbatim recording of the meeting is made that includes the testimony and evidence on which to base the appeal. (Florida Statute 286.0105) The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

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

CITY COMMISSION MEETING

MINUTES

APRIL 14, 2015

6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Keith Haemmelmann, Pass-A-Grille Community Church, provided the invocation.

PRESENT:

Maria Lowe, Mayor
Terri Finnerty, Vice Mayor
Rick Falkenstein, Commissioner
Gregory Premer, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Elaine Edmunds, Administrative Services Director
John Kretzer, Interim Public Services Director
Jennifer McMahon, Recreation Director
Ian Wade, Project Manager

1. Presentations

a. Recognition of Sergeant Bryan Bingham

Mayor Lowe introduced Sergeant Bryan Bingham who serves as a deputy with the Pinellas County Sheriff's Office and reviewed a recent event in which Sergeant Bingham provided excellent law enforcement services.

b. American Legion

Commander John Bell with the American Legion presented Vice Mayor Finnerty with a \$1,000 check as a donation to Support Our Troops.

- c. Presentation of the City of St. Pete Beach audit for Fiscal Year ending September 30, 2014

Peter Schatzel, with the firm of Wells, Hauser and Schatzel, reported on the financial statement highlights of the Fiscal Year 2014.

- d. Arbor Day Proclamation

Mayor Lowe read the proclamation with Interim Public Services Director, John Kretzer, accepting the proclamation on behalf of the department.

2. Changes to the Agenda

Mayor Lowe requested to add the roadway closure request during the filming of "The Infiltrator" by the Pinellas County Film Industry.

City Manager Wayne Saunders requested to table Items 6(a), (b) and (c) to date certain of April 28, 2015.

3. Audience Comments

Neil Callahan, President of Lido Beach Citizens Association, requested the vehicle parking remain as it is currently zoned on 45th and 46th Avenues and along Lido Drive.

Diane Galuski, Gulf Boulevard, spoke in opposition to two businesses along Gulf Boulevard and 75th Avenue and the mobile advertising on local vehicles.

Paul Pfister, Gulf Boulevard, spoke about a coyote sighting, seawall repair on Coquina Way, flood insurance and the North Beach Association signage.

Keith Haemmelmann, Pass-A-Grille Community Church, discussed the off-site commercial parking restrictions.

Bill Paalberg, 70th Avenue, spoke in opposition to a local business and provided an update on the District 2 Neighborhood Watch Program.

4. Consent

- a. Approval of minutes for the City Commission Meetings held on February 10, 2015; February 24, 2015; and March 9, 2015; and the Workshop held on March 11, 2015.

- b. Authorization for the City Manager to enter into an agreement with Burton & Associates to perform a Stormwater Assessment Update in the amount of \$14,950

City Manager Saunders reviewed the Consent items and recommended approval as presented.

Commissioner Premer moved to approve Items 4(a) and (b) as presented. The motion was seconded by Commissioner Pletcher.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

5. Action Items

- a. City Commission Annual Donations

City Manager Saunders reported that \$7,250 remains in the City Commission Donations section of the budget and reviewed the individual requests that have been received from non-profit agencies.

Commissioner Pletcher moved to deny using public monies to fund charitable contributions to non-profit agencies during the current budget year. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

Deborah Schechner, Boca Ciega Isle Drive, spoke in support of continuing to provide funding to Meals on Wheels operating under 'Neighborly Care Network.'

Sam Angelides, no address given, spoke in support of continuing to provide charitable contributions to non-profit agencies that provide for residents.

Hearing no further audience comments, Mayor Lowe called for the vote.

The motion failed by a 2-3 vote with Commissioner Falkenstein, Vice Mayor Finnerty and Mayor Lowe voting "no."

City Manager Saunders noted that, although commissioners could not individually approve any funding, \$1,450 was an average available to each commissioner for his or her preferred charity. The budgeted amount can be allocated in any dollar amount.

The agreed-upon charities include Tampa Bay Watch, Safe Harbor and Support Our Troops.

Commissioner Pletcher requested that her apportionment be returned to the budget.

Commissioner Falkenstein moved to approve Item 5(a), to authorize the City Manager to send donations to Safe Harbor, Tampa Bay Watch and Support Our Troops in the amount of \$5,800 split three ways. The motion was seconded by Vice Mayor Finnerty.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

- b. Approval of Ajax Paving Industries of Florida, LLC, Gibbs & Register, Inc., and David Nelson Construction Company as firms prequalified to bid on the Pass-Grille Way and Blind Pass Road Reconstruction Projects

City Manager Saunders reported that with several large projects in the near future, a pre-qualification procedure was established that sets forth a rigid set of requirements that contractors must meet in order to bid on the projects. The mentioned companies either met or exceeded the standards to participate in the bidding process for the Pass-A-Grille Way and Blind Pass Road Reconstruction Projects.

Vice Mayor Finnerty moved to approve Item 5(b), to approve Ajax Paving Industries of Florida, LLC; Gibbs & Register, Inc.; and David Nelson Construction Company as qualified to bid on upcoming roadway reconstruction jobs, including Pass-A-Grille Way and Blind Pass Road. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

- c. Request to approve road closures, utilize City property for equipment trucks and crew parking and waive parking fees

Guy Balson, Assistant Location Manager/Good Films, reported that the film, "The Infiltrator," is based on a true story about a Federal Customs Agent from Tampa who assisted in bringing down a world-wide drug money laundering operation. Mr. Balson requested to close portions of 68th Avenue and Sunset Way, utilize a portion of the

roadway for equipment trucks and crew parking and a waiver of parking fees for the noted streets.

Commissioner Premer moved to approve Item 5(c), to approve road closures, allow for equipment truck and crew parking and waive the associated fees. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Deborah Schechner, Boca Ciega Isle Drive, commented that the City should be mentioned in the credits of the film.

Doug Izzo, Tampa Bay Beaches Chamber of Commerce, spoke in support of the project.

Hearing no further audience comments, Mayor Lowe called for the vote.

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

6. Ordinances

- a. Ordinance 2015-02, First Reading and Public Hearing, Outdoor Dining Areas; Definitions and Use Permissions for Eating and Drinking Establishments

Item 6(a), Ordinance 2015-02, was moved to date certain of April 28, 2015.

Mayor Lowe called for audience comments.

Rob Williams, owner of Swigwam Bar, spoke in support of allowing his patrons to consume alcohol on the sidewalk and commented that a previous accusation in regard to one of his customers was unfounded.

Tom Rodgers, President of Corey Avenue Business District (CABA), commented that the outdoor dining and drinking permit for The Swigwam Bar was rescinded prior to the establishment of a neighboring restaurant and the chairs currently located on the sidewalk were not included in the original permit application for approval.

Commissioner Premer moved to table Item 6(a), Ordinance 2015-02, to date certain of April 28, 2015 at 6:00 p.m. The motion was seconded by Commissioner Falkenstein.

Hearing no further audience comments, Mayor Lowe called for the vote.

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

- b. Ordinance 2015-03, First Reading and Public Hearing, Off-Site Parking

Commissioner Pletcher moved to table Item 6(b), Ordinance 2015-03, to date certain of April 28, 2015 at 6:00 p.m. The motion was seconded by Vice Mayor Finnerty.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

- c. Ordinance 2015-06, First Reading and Public Hearing, Amending Chapter 6, Alcoholic Beverages of the City of St. Pete Beach Code of Ordinances relating to public consumption or possession of alcoholic beverages

Commissioner Pletcher moved to table Item 6(c), Ordinance 2015-06, to date certain of April 28, 2015 at 6:00 p.m. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

Item 6(e) was taken out of order.

- e. Ordinance 2015-04, Final Reading and Public Hearing, amending Chapter 46 of the City of St. Pete Beach Code of Ordinances to create Article V - Chronic Nuisance Property Code

City Attorney Andrew Dickman noted the following changes:

- (1) **Page Four, No. 25**, "Disorderly intoxication as defined under F.S. Section ~~868.011~~ 856.011."
- (2) **Page Five, Subsection [b]**, "~~(3) the Sheriff's Department has responded to five or more nuisance activities at a commercial retail business or alcoholic beverage establishment within thirty days or twenty or more nuisance activities at the said properties within six months; or~~" "(3) failure of the owner, proprietor or manager of a transient use or commercial establishment to sufficiently control nuisance activity and cooperate responsively with the Sheriff regarding the same."

Renumber: ~~(5)~~ to (4) and ~~(6)~~ to (5)

Commissioner Pletcher moved to approve Item 6(e), Ordinance 2015-04, an ordinance of the City of St. Pete Beach, Florida, creating Article V in Chapter 46 of the Code of Ordinances, to be titled Chronic Nuisance Property Code, relating to the provision of chronic nuisance services by the City; authorizing the imposition and collection of chronic nuisance service assessments against real property establishing a procedure for imposing chronic nuisance service assessment; providing that the lien for a chronic nuisance service assessment collected pursuant to Sections 197.3632 and 197.3635, Florida Statutes, shall be perfected and shall attach to the property upon adoption of the assessment roll; providing that a perfected lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and assessments and superior in dignity to all other prior liens, mortgages, titles and claims; providing for a codification clause; providing a conflict and severability clause; and providing an effective date, as amended. The motion was seconded by Vice Mayor Finnerty.

Mayor Lowe called for audience comments.

Kim Caliendo, 435 - 81st Avenue, spoke in opposition to the proposed ordinance.

Deborah Schechner, Boca Ciega Isle Drive, questioned the effect on West Corey Avenue properties and the latitude afforded to the Pinellas County Sheriff's Office.

Deborah Nicklaus, Sirata Beach Resort, questioned the citation process and the effect on the hospitality industry in regard to guests at hotels.

Hearing no further audience comments, Mayor Lowe called for the vote.

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

- d. Ordinance 2015-07, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach authorizing the issuance of a bond not to exceed \$5,500,000 in aggregate principal amount for the wastewater utility system

City Manager Saunders introduced Mr. Jeff Larson, Financial Advisor with Larson Consulting Services.

Mr. Larson explained the proposed ordinance that will fund various capital improvement projects including wastewater improvements on Blind Pass Road and Pass-A-Grille Way and improvements to Pump Station 3 and Force Main 3.

Vice Mayor Finnerty moved to approve Item 6(d), Ordinance 2015-07, an ordinance authorizing the issuance of not to exceed \$5,500,000 in aggregate principal amount of a Wastewater Utility System Revenue Bond,

Series 2015, of the City of St. Pete Beach, Florida to finance the acquisition, construction and equipping of various wastewater utility capital improvements within the City; 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 the rights of the holder of such bond; and providing an effective date. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

7. Resolutions

- a. Resolution 2015-05 authorizing the issuance of wastewater utility revenue bonds from time to time for principal purposes of financing and refinancing costs of the acquisition, construction and equipping of various capital improvements to the City's wastewater utility system; providing for the payment thereof from the net revenues of the wastewater utility system and certain other monies; providing for the rights of the holders of such bonds; making certain other covenants and agreements in connections with bonds issued hereunder; accepting the proposal of Center State Bank of Florida, N.A. to provide the City with a loan to finance certain costs relating to the acquisition, construction and equipping of various capital improvements to the City's wastewater utility system; providing for the issuance of not exceeding \$5,000,000 principal amount of the City of St. Pete Beach, Florida wastewater utility system revenue bond, series 2015, to Center State Bank of Florida, N.A. in order to evidence such loan, providing certain terms and details of said bond, including authorizing a negotiated sale of the series 2015 bond to Center State Bank of Florida, N.A.; delegating certain authority to the City Manager to negotiate and approve the final terms and details of said Series 2015 Bond in accordance with the terms hereof; providing for making certain other covenants and agreements in connection with the Series 2015 Bond issued hereunder; and providing for an effective date.**

Mr. Larson further noted the proposed resolution, which provides an overall framework as a master resolution that can be used for all future borrowing related to the Wastewater Utility System, details the legal document which specifies the nature of the financing piece of the 20-year term option with a 4.02% rate.

The loan will fund various capital improvement projects including wastewater improvements on Blind Pass Road and Pass-A-Grille Way and improvements to Pump Station 3 and Force Main 3. It will be financed through the revenue generated by the Wastewater System and will not utilize ad valorem taxes or other General Fund non-ad valorem revenue for payment on the loan.

Vice Mayor Finnerty moved to approve Item 7(a), Resolution 2015-05, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing the issuance of wastewater utility revenue bonds from time to time for principal purposes of financing and refinancing costs of the acquisition, construction and equipping of various capital improvements to the City's wastewater utility system; providing for the payment thereof from the net revenues of the wastewater utility system and certain other monies; providing for the rights of the holders of such bonds; making certain other covenants and agreements in connections with bonds issued hereunder; accepting the proposal of Center State Bank of Florida, N.A. to provide the City with a loan to finance certain costs relating to the acquisition, construction and equipping of various capital improvements to the City's wastewater utility system; providing for the issuance of not exceeding \$5,000,000 principal amount of the City of St. Pete Beach, Florida Wastewater Utility System Revenue Bond, Series 2015, to Center State Bank of Florida, N.A. in order to evidence such loan, providing certain terms and details of said bond, including authorizing a negotiated sale of the Series 2015 Bond to Center State Bank of Florida, N.A.; delegating certain authority to the City Manager to negotiate and approve the final terms and details of said Series 2015 Bond in accordance with the terms hereof; providing for making certain other covenants and agreements in connection with the Series 2015 Bond issued hereunder; and providing for an effective date. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

8. Advisory Board Appointments

a. Appointments to Advisory Boards and Committees

Commissioner Falkenstein stated that his Advisory Board Members appointments are as follows: Beach Stewardship Committee, no appointment; Board of Adjustment, Laurie Vallett; Finance & Budget Review Committee, John Samorajczyk; Historic Preservation Board, Ingrid Jacobus; Library Advisory Committee, Judy Cohan; Planning Board, Jack Ohlhaber; and the Recreation Advisory Committee, Scott Seubert.

Commissioner Pletcher stated that that her Advisory Board Members appointments are as follows: Beach Stewardship Committee, Dan Rothenberger; Board of Adjustment, David Littell; Finance & Budget Review Committee, Mary Hacker; Historic Preservation Board, Chris Marone; Library Advisory Committee, John Phillips, Sr.; Planning Board, Ron Holehouse; and the Recreation Advisory Committee, Danielle Micklitsch.

Commissioner Pletcher moved to approve Item 8(a), Advisory Board Appointments as listed. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

9. Items for Discussion

Commissioner Falkenstein requested City Manager Saunders to review the history of establishing varying hours for vehicle parking hours throughout the City.

Commissioner Premier provided an update on broadband services in the City.

Commissioner Pletcher provided an update on working with the City Manager and Community Development Director on flood insurance issues.

10. Audience Comments

There were no audience comments.

11. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following items:

- Three upcoming workshops sponsored by the Florida League of Cities
- The Suncoast League of Cities Ethics Training Workshop scheduled for the Fall

City Manager Saunders reported on the following items:

- City Commission Workshop on the beach ordinance scheduled for 9:00 a.m. on Tuesday, April 21, 2015

City Attorney Dickman reported on the following items:

- The Workshop will provide for an update by the University of Florida staff tasked with preparing the most recent legal and beach control provisions

Commissioner Finnerty reported on the following items:

- Dog signage and waste bags in the parks
- Expressed appreciation to Commissioners for their support on the Nuisance Ordinance
- Sunset Park Festival schedule for 6:00 p.m. on Saturday, April 18, 2015
- Expressed appreciation to John Bell from the American Legion and to Al Johnson from the St. Pete Beach Classic Run for their donations to St. Pete Beach Support Our Troops
- Participated in the 5K Oral Cancer Foundation Event
- Attended the Mayors' Council meeting and discussed bed tax monies collected

Commissioner Falkenstein reported on the following items:

- Florida Fish & Wildlife declaration of April 1st through April 15th as the effective dates for the seasonal Manatee Zones
- Nesting snow birds on the beach
- Preparation for hurricane season
- Additional beach access signage
- Dumpsters on the beach during the holidays

Commissioner Premier reported on the following items:

- Clearwater Beach reported 35 Sting Ray stings
- Dog waste and responsible owners
- A successful Beach Goes Pops event
- Restrooms at Lazarillo Park
- Congratulations to District Tennis Title Winners for District 2, Champions Anna Worington, Laura Wittem and Aubrey Premier; and Aubrey Premier and Laura Wittem for winning both singles and doubles in the Regional Games

Commissioner Pletcher reported on the following items:

- A successful and fun Beach Goes Pops

Mayor Lowe reported on the following items:

- The Bayway Bridge re-dedication in recognition of Medal of Honor recipient, Command Sergeant Major Gary Littrell
- The Veterans of South Pinellas event following the re-dedication ceremony
- Spring Break activities
- The successful Beach Goes Pops festival
- The State of the City special meeting scheduled to take place at 5:00 p.m. on Friday, May 1, 2015 and followed by a Beach Ball Bash in Horan Park
- Reminder to sign up to receive the City newsletter

12. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 10:05 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

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

Issue

Considered: Ratification of the decision of the City Manager to authorize TLC Diversified, LLC to perform emergency repairs to the wastewater lateral servicing the Don Cesar Hotel in the amount of \$20,511.30.

Date: May 26, 2015

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

**Summary
of Issue:**

On February 25, 2015, the City became aware of a break along the top of the wastewater lateral servicing the Don Cesar Hotel. This break was located behind the west curb along Casablanca Avenue, just south of East Debazan Avenue (just west of the lateral tie-in to the mainline under Casablanca).

Considering the large guest capacity of the Don Cesar and the resultant high volume of wastewater passing through this lateral, the City deemed this repair an emergency. TLC Diversified, LLC was asked to perform the repair since they already had a crew nearby working on Pump Station Number 2 and have successfully provided other emergency wastewater repairs for the City.

Subsequent utility location services revealed that Duke Energy had directionally cored a service line through the lateral, causing the break. Duke has been informed that the City anticipates reimbursement for this repair.

Funding: To be fully reimbursed by Duke Energy

**Requested
Motion:**

“I move for ratification of the decision of the City Manager to authorize TLC Diversified, LLC to perform emergency repairs to the wastewater lateral servicing the Don Cesar Hotel in the amount of \$20,511.30.”

Attachments: TLC Diversified, LLC Invoice

**Reviewed by
City Manager:** WS

APPLICATION AND CERTIFICATE FOR PAYMENT

To: Ian Wade
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, FL. 33706

Project: 12 Gravity Sewer Repair
Don Caesar Hotel

From: TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL. 34221
941-722-0621

Contract No.: Emergency Work
Contract Date: 02/25/2015

Application: IF
Period to: 03/31/2015

PO Reference No.: PO # Verbal

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
ENGINEER

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this month Number Date Approved			
TOTALS		\$0.00	\$0.00
Net Change by Change Orders			\$0.00
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.		CONTRACT DATA	
CONTRACTOR: TLC Diversified, Inc.		Bids Received	n/a
		Notice to Proceed	02/25/2015
		Days, Substant. Comp.	30
		Days, Final Comp.	40
		Time Extensions Allowed	
		New Completion Date	04/05/2015
		Percent Complete - \$\$\$	100.00%
		Percent Complete - Time	87.18%
		Time Elapsed to Date:	34

Total Stored Material	
1 Original Contract Sum	\$20,511.30
2 Net Change by Change Orders	\$0.00
3 Contract Sum to Date (Line 1 + 2)	\$20,511.30
4 Total Completed	\$20,511.30
5 Total Stored Material	\$0.00
6 Total Completed and Stored	\$20,511.30
7 Retainage 0.00% (of completed work)	\$0.00
8 Total Earned Less Retainage	\$20,511.30
(Line 7 less Line 6 Total)	
9 Less Previous Certificates for Payment	
(Line 10 from prior certificate)	
10 Current Payment Due (Line 8 less line 9)	\$20,511.30
11 Balance to Finish, Plus Retainage	\$0.00
(Line 3 less line 8)	

By:

OWNERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observations and the data comprising the above application, the Architect/Engineer certifies to the Owner that to the best of his/her knowledge, information and belief, the Work has progressed as indicated, that the quality of work is in accordance with said Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED.

Date:

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from that applied for)

CONSTRUCTION INSPECTOR

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

12 Gravity Sewer Repair
Don Caesar Hotel

Draw # 1F 03/31/2015
FINAL

Item No.	Description	Qty.	Unit	Unit Price	Contract Price	Previous Amount Earned	Qty this Draw	Amount this Draw	Qty to Date	Amount Earned to Date	Per Cent Comp
1	Project Coordinator	2.0	hr	139.00	278.00		2.00	\$278.00	2.0	\$278.00	100%
2	Project Supervisor /w Truck/Tools	8.5	hr	148.00	1,258.00		8.50	\$1,258.00	8.5	\$1,258.00	100%
3	Skilled Labor/Tradesman	32.5	hr	57.00	1,852.50		32.50	\$1,852.50	32.5	\$1,852.50	100%
4	Heavy Equipment Operator		hr	57.00							
5	Laborer	182.0	hr	41.00	7,462.00		182.00	\$7,462.00	182.0	\$7,462.00	100%
6	Per Diem & Lodging per 2 Man Crew		crdy	160.00							
7	Boom Truck		hr	135.00							
8	Dump Truck	8.3	hr	75.00	618.75		8.25	\$618.75	8.3	\$618.75	100%
9	Back Hoe Combination Unit		hr	75.00							
10											
11											
12	Emergency Response Multiplier	1.0	1		11,469.25		1.00	\$11,469.25	1.0	\$11,469.25	100%
13											
14	(NOTE: Overtime @ 1.5 Hr/MH)										
15	Material and Equipment Purchased for Project										
16	Materials & Rented Equipment	1.0	ls	7,063.05	7,063.05		1.00	\$7,063.05	1.0	\$7,063.05	100%
17	Subcontract	1.0	ls	800.00	800.00		1.00	\$800.00	1.0	\$800.00	100%
18											
19	Subtotal Materials & Rented Equipment				7,863.05			\$7,863.05			
20	Markup Multiplier	1.0	1.15	1,179.00	1,179.00		1.00	\$1,179.00	1.0	\$1,179.00	100%
21	Total Materials & Rented Equipment				9,042.05			\$9,042.05			
22											
23	TLC Owner Equipment/Other for Project										
24	TLC Owned Equipment	1.0	ls								
25											
26											
		Total TLC Owned Equipment									
		Total Contract Amounts			\$20,511.30		Earned	\$20,511.30		\$20,511.30	100%

Draw #	1F	03/31/2015
FINAL		

19

12 Gravity Sewer Repair
Don Caesar Hotel

Draw # 1F 03/31/2015
FINAL

Item No.	Description	Qty.	Units	Unit Price	Contract Price	Previous Amount Earned	Qty this Draw	Amount this Draw	Qty to Date	Amount Earned to Date	Per Cent Comp
Description of Items paid under Subcontract											
	Paving/MacSweeney Paving	1.0	ls	800.00	800.00		1.00	\$800.00	1.0	\$800.00	100%
Total Subcontract Work					\$800.00		Earned	\$800.00		\$800.00	

**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 \$166,080 for the Egan Park BMP Project (stormwater improvements).

Date: May 26, 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 stormwater improvements associated with the upcoming Egan Park BMP Project.

Based on the information provided to SWFWMD by City staff and consultants, the district has earmarked up to \$166,080 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 – Egan Park 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 \$166,080 for the Egan Park BMP Project (stormwater improvements).”

Attachments: SWFWMD Cooperative Funding Agreement

**Reviewed by
City Manager:** _____ WS

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETE BEACH
FOR
EGAN PARK BEST MANAGEMENT PRACTICES (W294)

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, Florida 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 a stormwater management system to collect and treat runoff for a 5.2 acre contributing drainage area, 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:	Nicole Mytyk, P.E. Southwest Florida Water Management District 7601 U.S. 301 North Tampa, Florida 33637-6759
------------------------------------	---

Project Manager for the CITY:	Ian Wade, P.E. Public Services Department 155 Corey Avenue 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 Hundred Thirty-Two Thousand One Hundred Sixty Dollars (\$332,160). The DISTRICT agrees to fund PROJECT costs up to One Hundred Sixty-Six Thousand Eighty Dollars (\$166,080) 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 The DISTRICT has no obligation and shall not reimburse the CITY for any costs under this Agreement until the Notice to Proceed with construction has been issued to the CITY'S contractor.
- 3.9 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 Egan Park BMPs (W294) agreement between the Southwest Florida Water Management District and City of St. Pete Beach (Agreement No. 15C00000082), 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 \$__."

- 3.10 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, and shall remain in effect through August 31, 2016, 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. 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.
23. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida.
24. 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.
25. 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, 22, 23 and 24 and any provisions requiring an offset or other continuing resource benefit.

26. 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.

27. 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: _____
Wayne Saunders, City Manager Date

Andrew Dickman, City Attorney Date

Rebecca Haynes, City Clerk Date

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETE BEACH
FOR
EGAN PARK BEST MANAGEMENT PRACTICES (W294)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>mm</u>	<u>4/14/15</u>
RISK MGMT	<u>N/A</u>	<u>-</u>
CONTRACTS	<u>act</u>	<u>4/16/15</u>
BUREAU CHIEF	<u>ms</u>	<u>4/21/15</u>
DIRECTOR	<u>Mad</u>	<u>4/24/15</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, a segment of Tampa Bay, a SWIM priority waterbody, by constructing a stormwater management system to collect and treat runoff from an existing baseball field and an existing paved road at Egan Park prior to discharging to the Bay. DISTRICT funds approved for the PROJECT will be used only for construction of BMP elements that provide enhancements to stormwater treatment above and beyond the permit requirements for stormwater treatment. The CITY will cost share in the funding of these BMP elements.

The CITY shall, separate to this Agreement and prior to implementation of the PROJECT, design the stormwater management 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. **CONSTRUCTION** – The CITY shall construct the PROJECT in conformance with the final design plans, specifications and approved permits.
2. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The CITY shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing. The CITY shall provide the DISTRICT with inspection documents and photographs.
3. **AS-BUILT SURVEY AND RECORD DRAWINGS** – The CITY shall obtain the certification of construction of the completed PROJECT from the Engineer of Record and forward it to the DISTRICT. The CITY shall obtain an As-Built Survey signed and sealed and certified to the DISTRICT by a licensed Florida professional surveyor and mapper. The CITY shall obtain Record Drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.
4. **OPERATION AND MAINTENANCE** – As required by the Operation and Maintenance paragraph of the Agreement, the CITY shall prepare an Operation and Maintenance Plan, to include a maintenance schedule, detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

RESOURCE BENEFIT

- Removal of an estimated 1,103 lbs/year Total Suspended Solids (TSS) flowing into Boca Ciega Bay which is part of Tampa Bay.

MEASUREABLE BENEFIT

- Construct and maintain coastal BMPs to treat stormwater runoff from approximately 5.2 acres of highly urbanized stormwater runoff.

DELIVERABLES

- Quarterly Status Reports
- Minutes of kick-off, pre-application and progress meetings
- Design plans, to include Resource Benefit calculations and methodology, at 30%, 60%, 90% and proposed final design levels; include electronic, CAD and GIS files at proposed final design
 - GIS files shall be in the form of GIS shapefiles or geodatabase feature classes created with points, closed polylines, and polygons free of annotations that break line continuity, and shall include, but not be limited to, spot elevations of key site features (i.e. trees, poles, pipes, invert elevations, outfall structure control elevations and downstream inverts), planting plans, PROJECT footprint boundary, created contours, and drainage basin shapefiles
- Estimate of proposed construction cost at 30% design
- Engineer's opinion of probable cost at 60%, 90% and proposed final design and final construction drawings
- Technical Specifications at 60%, 90% and proposed final design
- 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
- As-Built Survey signed and sealed by a licensed Florida professional surveyor and mapper
- Construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, including electronic and CAD
- 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

Spatial Reference and GIS Deliverable Requirements:

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (2011) including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata. All metadata must pass through the USGS metadata parser at <http://geo-nsdi.er.usgs.gov/validation/> with no errors.

PROJECT BUDGET

DESCRIPTION	DISTRICT	CITY	TOTAL
Construction	\$157,080	\$157,080	\$314,160
CEI	\$ 9,000	\$ 9,000	\$ 18,000
Total	\$166,080	\$166,080	\$332,160

PROJECT SCHEDULE

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

DESCRIPTION	COMMENCE	COMPLETE
Solicit Bids for Construction	December 31, 2014	May 29, 2015
Construction and CEI	June 1, 2015	December 31, 2015
As-Built Survey and Record Drawing	January 1, 2016	April 30, 2016

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

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

Issue Considered: Authorization for the City Manager to accept a proposal from Ennead LLC in the amount of \$12,000 for updating the FY 2015-16 Stormwater Non-Ad Valorem (NAV) Assessment Roll

Date: May 26, 2015

Prepared By: Elaine Edmunds - Administrative Services Director

Summary of Issue Each year the City is required to prepare a stormwater assessment roll by the Pinellas County Property Appraiser and Tax Collector's office. The assessment roll is sent to the property appraiser/tax collector for inclusion of the stormwater assessment on the November property tax bill. Ennead LLC provides this service.

At the April 14, 2015 meeting the City Commission approved a contract with Burton & Associates do an analysis to determine what changes may be necessary to the stormwater assessment rates. Burton & Associates is scheduled to make a presentation to the City Commission at the June 9, 2015 meeting.

Funding: Since this is an annual recurring expense, monies are budgeted in the Stormwater Fund; Professional/Contractual; line item 103-6108-537-5310.

Requested Motion: "I move to authorize the City Manager to accept a proposal from Ennead LLC in the amount of \$12,000 for updating the FY2015-16 Stormwater Non-Ad Valorem (NAV) Assessment Roll."

Attachment: Ennead LLC proposal

**Reviewed by the
City Manager**

WS

May 13, 2015

This letter is provided using eMail.

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

Reference: A Proposal to Provide Sub-Consulting Services

Dear Elaine:

Ennead LLC ("Ennead") is pleased to propose consulting services to assist the City in the update of the FY2015-2016 Stormwater Non-ad Valorem ("NAV") Assessments. This proposal includes tasks associated with application of proposed 2015-16 Stormwater rates used to prepare and deliver the TRIM Notice File (due to Pinellas County on or before July 1, 2015); and the application of 2015-16 adopted rates used for the preparation of a file suitable for Certification to the County (due to Pinellas County on or before September 15, 2015).

At this writing, the City's Stormwater NAV Assessments include a "Fixed Fee" charged to eligible tax parcels and an "Impervious-Based" Assessment charged to eligible developed tax parcels. We acknowledge that the City is currently contemplating a new rate structure and we will accommodate all changes to the apportionment methodology and rate structure as specified by the City and the City's Rate Study Consultant.

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the City based on their adopted legal documents and requirements of 197.3632 Florida Statute. The primary source of data is the Property Appraiser's data files. Other adjustments to the billing files, such as mitigation credits, rate changes and/or other adjustments will be based on information provided by City staff and the City's Rate Study Consultant. Historic (archived) information that is relative to the application of mitigation credits will be shared with the City and the City's Rate Study Consultant.

If the proposed Preliminary rates are not adopted at the July 7th public hearing, property owners will be assessed the lesser amount of either the amount shown on the 2015 TRIM Notice File, or the amount equal to the assessments they were charged in 2014-1015.

Attached to this letter you will find the following:

- A - Scope of Services;
- B - Hourly Rates; and
- C - Work Order Agreement for your execution.

Any changes to the fee basis that are contemplated by the City should be documented in writing to Ennead immediately following the June 9, 2015 hearing. Each tax parcel assessment will be modified to reflect mitigation credits or other adjustments as provided by the City or City's



ENNEAD LLC

Engineer by June 1, 2015. Values determined using the aforementioned information will be used to prepare the July 1st TRIM Notice File.

Deliverables will include the timely submittal (July 1, 2015) of the TRIM Notice File and a Certifiable Assessment Roll (September 15, 2015). An electronic copy of the roll will be furnished to the City following adoption of the preliminary roll and the certification of the Final Roll.

Ennead staff will participate in phone conferences as may be required to reconcile data updates prior to the development of the Preliminary Roll (for use on the TRIM Notice) and subsequent development of a "Certifiable" NAV Assessment Roll.

If this proposal is acceptable, please sign and return a copy to Ennead's business office. Thank you for this opportunity.

Best Regards,

ENNEAD LLC, Camilla Augustine, Owner

A handwritten signature in cursive script that reads "Camilla Augustine".

ATTACHMENT A - SCOPE OF SERVICES

Task 1 Project Management

Ennead staff will participate in on-site meetings, workshops, phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend a Kick-off Meeting or phone conference, as necessary, with City representative(s) or staff;
- 1.02 Adopt a Critical Events Calendar for Implementation of the FY 2015-2016 Stormwater Non-ad Valorem Assessment using the Uniform Method of Collection;
- 1.03 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services;
- 1.04 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database;
- 1.05 Provide collegial support to attorneys assigned to this project; and
- 1.06 Submit periodic status reports from June 1 to September 15.

Task 2 Update of assessment records –

The annual update of tax parcel records in a Master Assessment File (using MSAccess) will be based on the 2014-2015 Stormwater NAV Rolls and similar data acquired from the Pinellas County Property Appraiser's office. Data fields to be updated will include assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2015-2016 rolls, one based on the Tier1 "fixed fee" and one based on the Tier2 "impervious-based" component. Each sub-task includes file "cleaning" and identification of data anomalies that may be found. These issues will be reconciled with the assistance of the City and documented in writing. These rolls would be based on existing impervious square footage calculations. This task does not include any digital measurement of tax parcel impervious area, rather it uses data already available or readily available from the Property Appraiser's database.

Subtasks include the:

- 2.01 Acquisition of the June 1, 2015 data files from Pinellas County Property Appraiser;
- 2.02 Comparison of 2015 Property Appraiser data with values in the 2014 Certified Assessment Roll through the creation of new exception reports;
- 2.03 Review changes in land use, deleted parcels, new parcels, parcel splits/joins, and changes in tax authority coding, review annexations that have occurred since previous roll;
- 2.04 Apply changes mitigation credit based on input provided by City staff or the City's Engineer;
- 2.05 Verification of exemption types, rate basis, ERU value, exemption status and active/inactive status, such as identification of tax parcels that are "not-buildable", such as boat slips, condo garage units, boat storage spaces, storage spaces, sub-



ENNEAD LLC

merged land, Right of Way parcels, etc.; documentation of commercial condo units, as may be applicable;

- 2.06 Application of changes in lot size, impervious area based on “Living Area” available on the Property Appraiser’s files and “imperviousness” factors that result in a change in assessment values;
- 2.07 Preparation and timely delivery of the TRIM Notice File;
- 2.08 Delivery of Preliminary Roll to the City Clerk;
- 2.09 Identify Pro Forma revenue to be collected from each assessment component;
- 2.10 Identify cost of assessments associated with exempted parcels; and
- 2.11 Preparation and Delivery of a “Certifiable” Roll no later than September 15, 2015.

Total Lump Sum Fee is \$12,000.

Payment of Invoices

Invoices for work performed will be submitted to the City periodically on a percent complete basis periodically. Invoices are due upon receipt.

No mailing tasks are anticipated. Any changes to the work order that are requested by the City and agreed to by Ennead LLC will be billed at the hourly rates shown in Attachment B.

ATTACHMENT B

Stormwater Utility Consulting Services

ENNEAD LLC Direct Labor Rates for Repeat Government Clients

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$145.00
Senior Programmer/Analyst	\$185.00
Technical Support, GIS Digitizing, Analyst	\$85.00

(*) Direct labor hourly rates effective through December 31, 2015; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

ATTACHMENT C

**Work Order Agreement between the
CITY OF ST. PETE BEACH and ENNEAD LLC**

**Assessment Services for the Annual Update and Enhancement of the Stormwater NAV
Assessment Program for FY 2015-2016**

The *Base Agreement* is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). The Lump Sum Fee of \$12,000 includes the Base Agreement and execution of Tasks 1.01 – 1.06 and Tasks 2.01 – 2.11.

Again we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC
Tallahassee, Florida**

ST. PETE BEACH


_____ 5-13-2015

Camilla A. Augustine, Owner

Date

Title _____ Date _____

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

Issue Considered: Agreement between the City of St. Pete Beach and Ernie Hand for consultation in association with plan reviews, permits, inspections and any other matters requested by the City in connection with Fire and Rescue matters.

Date: May 26, 2015

Prepared By: Wayne Saunders, City Manger

Summary of Issue: The city will contract with Ernie Hand on an as need basis to assist the City with plan reviews, permits, inspections and any other matters requested by the City in connection with Fire and Rescue matters.

Funding: Fire Suppression- Professional and Contractual – 001-5801-522-5310

Requested Motion: “I move to approve an agreement between the City of St. Pete Beach and Ernie Hand for consultation services in connection with Fire and Rescue matters.”

Attachments: Consultant Agreement

**Reviewed by
City Manager:** WS

May ____, 2015

Wayne Saunders
City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Consultant Engagement Letter; City of St. Pete Beach

Dear Mr. Saunders:

This engagement letter for consultation between the undersigned ("Consultant") and the City of St. Pete Beach ("City") memorializes the scope of duties, fees and other terms we have agreed to, subject to City Commission approval, in accordance with our recent conversation ("Agreement").

Scope of Service: Assist the City with plan review, permits, inspections, and any other matters requested by the City in connection with Fire and Rescue matters.

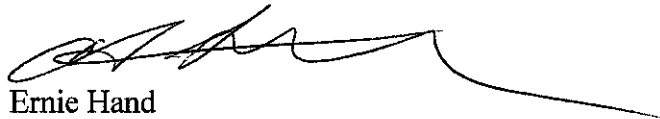
Fees and Expenses: My hourly rate shall be \$50.00. I will submit a detailed invoice to the City every thirty days. My billing invoices are due and payable upon presentation, and are overdue if not paid within thirty (30) days of the date set forth on the invoices. My hourly fees are based upon the time expended by me on the scope of services above. My fees will be based on the actual amount of time spent on scope of services, which will be measured in half (0.5) of an hour with two (2) hour minimum. Expenses I incur must be approved by the City Manager prior to expending

Term of Services: This Agreement for the services listed above shall be on an "as needed" basis. I will give the City advanced notice when I am unavailable or cannot be contacted via telephone or email. I will provide the City with any and all phone numbers and emails necessary to effectuate responsive communication with the City.

Termination: Consultant will provide 60 days' notice of intent to terminate.

Understanding & Acceptance of Terms of Engagement. If the foregoing terms are acceptable, please confirm your acceptance by executing this Agreement in the space provided below.

Very truly yours,


Ernie Hand

Acceptance of the Terms of the Agreement:

I, Wayne Saunders, City Manager, with authorization from the City Commission, hereby certify that I have read, do understand, and agree to the terms set forth in this letter Agreement.

By: _____
Wayne Saunders, City Manager

Date

**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: May 26, 2015

Prepared By: Matt McLachlan, Calvin Giordano & Assoc.

Through: Wayne Saunders, City Manager WS

Summary of Issue: Absent a special permit, it is currently unlawful under the City Code to drink or consume alcoholic beverages on or upon all public streets, all public beach lands, any public sidewalk, any city park, and all sand beach areas upland of the Gulf of Mexico and adjacent to private property.

This proposed ordinance gives the City Commission the ability to permit public consumption of alcoholic beverages on public streets, sidewalks, public and private sand beach areas (only where the upland use is temporary lodging) in connection with a Conditional Use or Special Event permit.

The City Commission has heard a similar ordinance twice and determined through citizen and business owner comment as well as Sheriff concerns that the ordinance should take a more restrictive direction. The decision to rewrite the Ordinance was made on May 12th 2015 (2nd reading) by a vote of 5-0. Staff recommends that alcohol consumption permits require conditional use approval which would allow the ability to consider the individual impacts of each case and impose any necessary conditions to control and ameliorate those impacts. Further, 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 temporary lodging use.

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 SUBMERGED 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,

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 c~~Consumption or possession of alcoholic beverages.

~~(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]

| ~~(b)~~ Except as provided in subsection (d) 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. ¹⁴¹
- (6) All sovereignty submerged land.

(e**b**) Notices. For public beach landses, notice of this section shall be posted in a prominent beach access location by the city. ~~For 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. ~~For upland property used as Where the upland property is a~~ multifamily residential use, the owner or condominium association shall be responsible for posting the notice. ~~For 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.

(e**c**) Containers. 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 (b**a**) 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 (b**a**)(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. 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.

~~(e**d**) 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.~~

(f**e**d) Permits. Permits allowing for the consumption of alcohol for special occasions events, outdoor dining or outdoor drinking areas, or special occasions may be issued as follows:

(1) ~~(1)~~ Special Event Permit on Public Lands. The city commission may ~~approve special permits for~~ authorize the consumption of alcoholic beverages in the areas described in subsections (b**a**)(1), (2), (3), and (4) ~~and (5)~~ in connection with the approval of a special event permit issued pursuant to Article II of Chapter 26 of this Code.

~~(1)(2)~~ Special Event Permit on Private Lands. Owners of private property upland of the beach sand beach areas may obtain a special event permits for the consumption of

alcoholic beverages for special occasions. The permits shall be issued by the ~~department of planning and development~~ city manager or designee 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.

~~(2)(3)~~ ~~(2)~~ Conditional Use Permit on Public Land. The city commission may authorize the sale and consumption of alcoholic beverages in connection with the approval of a conditional use permit for an outdoor dining area or outdoor drinking area in the area described in subsection (a)(1) and (a)(3) as provided by the City of St. Pete Beach Land Development Code.

~~(3)(4)~~ ~~(3)~~ Conditional Use Permit on Private Sand Beach Areas. The city commission may authorize the sale and consumption of alcoholic beverages in connection with the approval of a conditional use permit for an outdoor drinking area in the area described in subsection (a)(5) where the upland portion of the subject property is occupied by a temporary lodging use as provided by the City of St. Pete Beach Land Development Code.

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.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

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

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

Date: May 26, 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).

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 Commission at the 4/14/2015 workshop, the Ordinance was amended to include parking lots within an institutional zoning district. The Ordinance was intended for first reading on 4/14/2015 as well but was tabled until the April 28th Commission meeting, as the Ordinance was linked to others. The Ordinance was heard on April 28th and was approved 5-0 to move to second reading intended on May 12th, 2015. The Ordinance was however tied to Ordinance 2015-02 which was retracted on May 12th as a result some language needed to be deleted in Ordinance 2015-03 as it was assumed 2015-02 would be adopted.

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 second 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

4/17/2015 2:17 PM

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.

4/17/2015 2:17 PM

- (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

4/17/2015 2:17 PM

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.

4/17/2015 2:17 PM

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

4/17/2015 2:17 PM

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 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 a private sand beach affiliated with a temporary lodging establishment. Any portion of the outdoor dining or outdoor drinking area greater than 500 square feet not located on a private sand beach affiliated with a temporary lodging establishment 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.

4/17/2015 2:17 PM

- (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.~~

4/17/2015 2:17 PM

- 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 – including bars and cocktail lounges, with or without outdoor seating;
 - (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:

4/17/2015 2:17 PM

- (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) Communication facilities;
- (ed) Docks, commercial—Classes A, B, C, and D;
- (fe) Eating and drinking establishments with outdoor seating –
- (gf) Kennels with outdoor runs;
- ~~(hg) Parking lots, commercial and/or off-premise~~ Off-premise parking lot and/or structure;
- (h) Commercial parking structure;
- (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 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

4/17/2015 2:17 PM

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)~~ 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:

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:

4/17/2015 2:17 PM

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;
 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:

4/17/2015 2:17 PM

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

4/17/2015 2:17 PM

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.~~

- (kj) 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.

- (~~h~~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.

- (~~n~~m) 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;

4/17/2015 2:17 PM

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;
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;

4/17/2015 2:17 PM

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;

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;

4/17/2015 2:17 PM

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.

- (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.

4/17/2015 2:17 PM

17

(~~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.

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

4/17/2015 2:17 PM

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.

- (ht) 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: _____

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:

4/17/2015 2:17 PM

20

City Attorney
Andrew Dickman, Esq.