

COUNCIL MEETING

Municipal Building
175-5th Street North
Second Floor Council Chamber

CITY OF ST. PETERSBURG

**February 10, 2022
3:00 PM**

Welcome to the City of St. Petersburg City Council meeting. The public may address City Council in person.

The public must attend the meeting in person to speak during public hearings or quasi-judicial hearings. If you are a person with a disability who needs an accommodation in order to participate in this meeting or have any questions, please contact the City Clerk's Office at 893-7448. If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711, as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, for accommodations.

To assist the City Council in conducting the City's business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.
2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.
3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.
4. Please do not pass notes to Council during the meeting.
5. Please be courteous to other members of the audience by keeping side conversations to a minimum.
6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.
7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

The public can also attend the meeting in the following ways:

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at www.stpete.org/TV
- Listen and participate by dialing one of the following phone numbers
 - +1 312 626 6799 or
 - +1 646 876 9923 or
 - +1 253 215 8782 or
 - +1 301 715 8592 or
 - +1 346 248 7799 or

- +1 669 900 6833 and entering webinar ID: 986 3611 2471#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/98636112471>

The public can participate in the meeting by providing public comment for agenda items other than public hearings and quasi-judicial hearings in the following ways:

- If attending the Zoom meeting by computer or other device, use the “raise hand” button in the Zoom app.
- If attending the Zoom meeting by phone only, enter *9 on the phone to use the “raise hand” feature.

The “raise hand” feature in the Zoom meeting indicates your desire to speak but does not allow you to speak immediately. You must use the “raise hand” feature at the time the agenda item is addressed. All “raised hands” will be lowered after each agenda item. When it is your turn to speak, your microphone will be unmuted. At the conclusion of your comments or when you reach the three-minute limit, you will be muted. Please be advised that at all times the chair has the authority and discretion to re-order agenda items, and in the event the meeting is disrupted by violations of the rules of decorum, to accept public comment by alternate means, including by email only.

Regardless of the method of participation used, normal rules for participation apply, including the three-minute limit on comments, the requirement that any presentation materials must be submitted to the City Clerk in advance of the meeting, and the rules of decorum. Public comments must be submitted before the public comment period has closed.

A. Meeting Called to Order and Roll Call.

Invocation and Pledge to the Flag of the United States of America.

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

The City Council receives public comment during Open Forum and on agenda items with limited exceptions consistent with Florida law. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government. If you wish to address City Council on subjects other than public hearing or quasi-judicial items listed on the agenda, please sign up with the Clerk. Only City residents, owners of property in the City, owners of businesses in the City or their employees may speak during Open Forum. If you wish to address City Council through the Zoom meeting, you must use the “raise hand” feature button in the Zoom app or enter *9 on your phone at the time the agenda item is addressed. When it is your turn to speak, you will be unmuted and asked to state your name and address. At the conclusion of your comments or when you reach the three-minute time limit, you will be muted. All “raised hands” will be lowered after each agenda item. Regardless of the method of participation used, normal rules apply, including the three-minute time limit on comments, the requirement that any presentation materials must be submitted in advance of the meeting and the rules of decorum. If live public comment is disrupted by violations of the rules of decorum, the chair is authorized to accept public comment by alternate means, including by email only.

D. Awards and Presentations

E. New Ordinances - (First Reading of Title and Setting of Public Hearing)

Setting February 17, 2022 as the public hearing date for the following proposed Ordinance(s):

1. [Ordinance 1140-V approving the vacation of a 16-foot wide east-west alley located south of Lots 16-25 and north of Lots 6-15, in Block 7 of Pelham Manor Number 1 Subdivision, generally located at 2828 21st Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. \(City File No. DRC 21-33000016\)](#)

F. Reports

1. [St. Petersburg Police Department Quarterly Report](#)
2. [Amending, Assigning and/or Terminating MidCore Garage Agreements between the City of St. Petersburg and Loan Ranger Acquisitions, L.L.C. to assist in the sale of Sundial St. Pete, located at 153 2nd Avenue N.; Approving a Partial Termination of the Final Disposition Agreement dated June 5, 1998.](#)
3. [Establishing Race Days for 2022 Firestone Grand Prix of St. Petersburg](#)

G. New Business

1. [Respectfully requesting a referral to the Public Services and Infrastructure Committee or other relevant committee for a report on office space development in the City of St. Petersburg. \(Councilmember Montanari\)](#)
2. [Respectfully requesting a referral to the Public Services and Infrastructure Committee or other relevant committee for a discussion covering parking requirements for multi-family dwellings located in Downtown St. Petersburg. \(Councilmember Montanari\)](#)
3. [Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee for a discussion on a potential ordinance to remove the Water Closet Fee for certified affordable housing. \(Councilmember Gabbard – Staff Request\)](#)
4. [Respectfully requesting a referral to the Public Services and Infrastructure Committee for a discussion on the shared scooter program on February 24th, 2022. \(Councilmember Montanari\)](#)
5. [Respectfully requesting an update from the Administration on the Bipartisan Infrastructure Law at a future City Council meeting. \(Chair Driscoll\)](#)
6. [Respectfully requesting a discussion in a Committee of the Whole meeting regarding the City redistricting process. \(Chair Driscoll\)](#)
7. [Respectfully requesting a referral to the Public Services and Infrastructure \(PS&I\) Committee to research renewal options to separate operations of the Manhattan Casino and restaurant component at the lease end date either by default or contracted date. \(Councilmember Figgs-Sanders\)](#)

H. Council Committee Reports

I. Legal

J. Public Hearings and Quasi-Judicial Proceedings - 5:01 P.M.

Public Hearings

*NOTE: The following Public Hearing items have been submitted for **consideration** by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes **ONLY** to state your position on any item but may address more than one item.*

1. [Ordinance 1123-V approving the vacation of an 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo's Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area. \(City File No.: DRC 19-33000023\)](#)

K. Open Forum

L. Adjournment

**St. Petersburg
Community Redevelopment Agency (CRA)
2/10/2022 12:00:00 AM**

1. City Council Convenes as Community Redevelopment Agency
2. [Approving a Partial Termination of the Final Disposition Agreement \(“FDA”\) among the City of St. Petersburg \(“City”\), the Community Redevelopment Agency of the City \(“Agency”\), and Loan Ranger Acquisitions, L.L.C. \(“Loan Ranger”\).](#)
3. Adjourn Community Redevelopment Agency



**Consent Agenda A
February 10, 2022**

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. [Approving the renewal of a three-year blanket purchase agreement with Morelli Landscaping, Inc., for landscape services, at an estimated annual cost of \\$1,000,000, for a total contract amount of \\$5,285,000.](#)
2. [Approving the reinstatement and amendment of an annual blanket purchase agreement with All American Concrete, Inc., for SAN HDPE Pipe Replacement, for the Water Resources and Engineering and Capital Improvements departments, with no additional funding for FY 2022 at a total contract amount of \\$5,126,000 \(ECID Project No. 18016-111\).](#)
3. [Accepting a proposal from Property Registration Champions, LLC dba PROCHAMPS, for foreclosure registry services, at an estimated annual revenue of \\$809,000, of which the vendor receives \\$347,870 and the City receives \\$461,130 for a total contract amount of \\$1,860,700.](#)
4. [Approving a proposal from Xylem Water Solutions U.S.A., Inc., a sole source supplier, for six dry-pit submersible pumps, for the Water Resources Department, for a total cost of \\$1,136,089.](#)
5. [Acknowledging the selection of HDR Engineering, Inc. as the most qualified firm to provide professional services for the Northeast Water Reclamation Facility \(NEWRF\) Planning and Implementation Project; authorizing the Mayor, or his designee, to execute an architect/engineering \(A/E\) agreement with HDR Engineering for facility planning services for the NEWRF Planning and Implementation Project, for an amount not to exceed \\$826,587.84; and providing an effective date \(ECID Project No. 21062-111; Oracle Project No. 18043\).](#)
6. [Accepting a bid and approving the award of an agreement to D-Mar General Contracting & Development Inc. for the Fire Station No. 13 heating, ventilation, and air conditioning replacement project in an amount of \\$630,679 \(Engineering Project No. 18222-019; Oracle No's: 16224,16738,18896\); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \\$206,000 from the unappropriated balance of the Public Safety Capital Improvement Fund \(3025\) to the Fire Station 13 HVAC Project \(18896\); and providing an effective date.](#)

(City Development)

7. [A Resolution approving the plat Marina Bay Garden Villas Phase 3, generally located at 47, 51, 55 and 59 Bayview Court South; setting forth conditions; and providing an effective date. \(City File No.: DRC 21-20000021\)](#)

(Leisure Services)

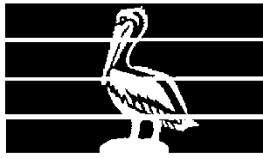
(Public Works)

8. [A Resolution approving the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. \("A/E"\) dated December 1, 2020, as amended, for A/E to provide continued project management, final design, Envision certification, public outreach and engagement meetings, and bidding services for the 48-Inch Water Transmission Main, Lake Tarpon Outfall Crossing Project in an amount not to exceed \\$585,783.50; providing that the total contract amount shall not exceed \\$1,050,582.95; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents; and providing an effective date \(ECID Project No. 20038-111; Oracle No. 16349\); and providing an effective date.](#)

(Appointments)

(Miscellaneous)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B February 10, 2022

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. A resolution approving the renewal option to the agreement with Four Seasons Mowing and More, LLC, for grounds maintenance services for the Fire Rescue Department to extend the term for two years and increase the contract amount by \$10,000 for the renewal term; providing that the total contract amount shall not exceed \$326,512. (Revised language and backup)
2. Approving the purchase of three trailers from Warren Equipment Inc, for the Sanitation Department, at a cost of \$99,000 each for a total cost of \$297,000.
3. Approving the purchase of one tractor with a boom mower from Alamo Group (TX) Inc., for the Fleet Management Department, at a total cost of \$235,011.
4. Accepting a bid and approving the award of an agreement to Innovative Masonry Restoration, LLC for the SouthCore Parking Garage Structural Rehabilitation project, for a total contract amount of \$232,334.25; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$272,615 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073) to the South Core Parking Garage Concrete Repair Project (18811) to provide the necessary funding for the agreement and other project related costs to include other engineering services and project related contingencies; and providing an effective date.
5. Approving the reinstatement and amendment to the one-year blanket purchase agreement with MJFP, Inc., for photography and videography services, to exercise the one-year renewal option at an estimated annual cost of \$60,000 for the Marketing Department, at a total contract amount of \$180,000.
6. Approving the purchase of one truck from Alan Jay Ford Lincoln Mercury Inc., for the Fleet Management Department, at a total cost of \$127,850.
7. Approving the purchase of one 310SL backhoe loader from Dobbs Equipment LLC, for the Fleet Management Department, at a total cost of \$123,208.
8. Approving a three-year blanket purchase agreement with Peninsular Mechanical Contractors, Inc., for Jamestown Apartments heating ventilation and air conditioning (HVAC) repairs, maintenance, and replacement services, for the Enterprise Facilities Department, at an annual estimated cost of \$40,000 per year, for a total contract amount of \$120,000.

9. Accepting a proposal from Ovivo USA, LLC., a sole source supplier, for repair parts for the grit removal system at Southwest Water Reclamation Facility (SWWRF), for the Water Resources Department, for a total cost of \$88,556.46.

(City Development)

(Leisure Services)

(Public Works)

10. A Resolution authorizing the Mayor or his designee to execute a Cooperative Funding Initiative Project Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (“SWFWMD”) for the City to provide SWFWMD funding in an amount not to exceed \$20,000 for a Third-Party Review of the 60 percent design plans for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project (SWFWMD Project Q220; ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.
11. A Resolution authorizing the Mayor or his designee to execute Task Order No. 19-02-T2UES/S(A) to the architect/engineering agreement dated November 6, 2019 between the City of St. Petersburg, Florida and T2 UES, Inc. (“A/E”) for A/E to (i) provide research and planning, (ii) locate tie section, boundary and right of way corners, (iii) locate tie encroachments and relevant topographic features to the boundary, (iv) process survey data and compute boundaries, (v) set missing boundary corners, (vi) stake boundary line(s) for fencing, (vii) prepare a Boundary Survey map in Autocad format, (viii) provide quality assurance/quality control deliverables, and (ix) prepare and provide deliverables related to the Boundary Surveys of the Cosme Water Treatment Plant, Well Fields and Pasco Well Fields Project in an amount not to exceed \$169,838.32 (ECID Project No. 22054-111; Oracle No. 17444); and providing an effective date.

(Appointments)

(Miscellaneous)

12. A Resolution approving amendments to the City Council Policy and Procedures Manual to address feedback received and requests made by City Council, provide for consistency with amendments to the City Charter and provide other updates and revisions; and providing an effective date.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

Youth & Family Services Committee

Thursday, February 17, 2022, 9:00 a.m., Conference Room 100

City Council Meeting

Thursday, February 17, 2022, 1:30 p.m., City Council Chambers

Legislative Affairs & Intergovernmental Relations Committee

Thursday, February 17, 2022, 10:30 a.m., Conference Room 100

CITY OF ST. PETERSBURG

Board and Commission Vacancies



Civil Service Board

2 Alternate Members

((Term expires 8/31/22 and 11/30/22))

Nuisance Abatement Board

1 Regular Member

((Term expires 12/31/22))

Nuisance Abatement Board

2 Alternate Members

((Term expires 8/31/22 and 11/30/22))

Social Services Allocations Committee

1 Regular Member

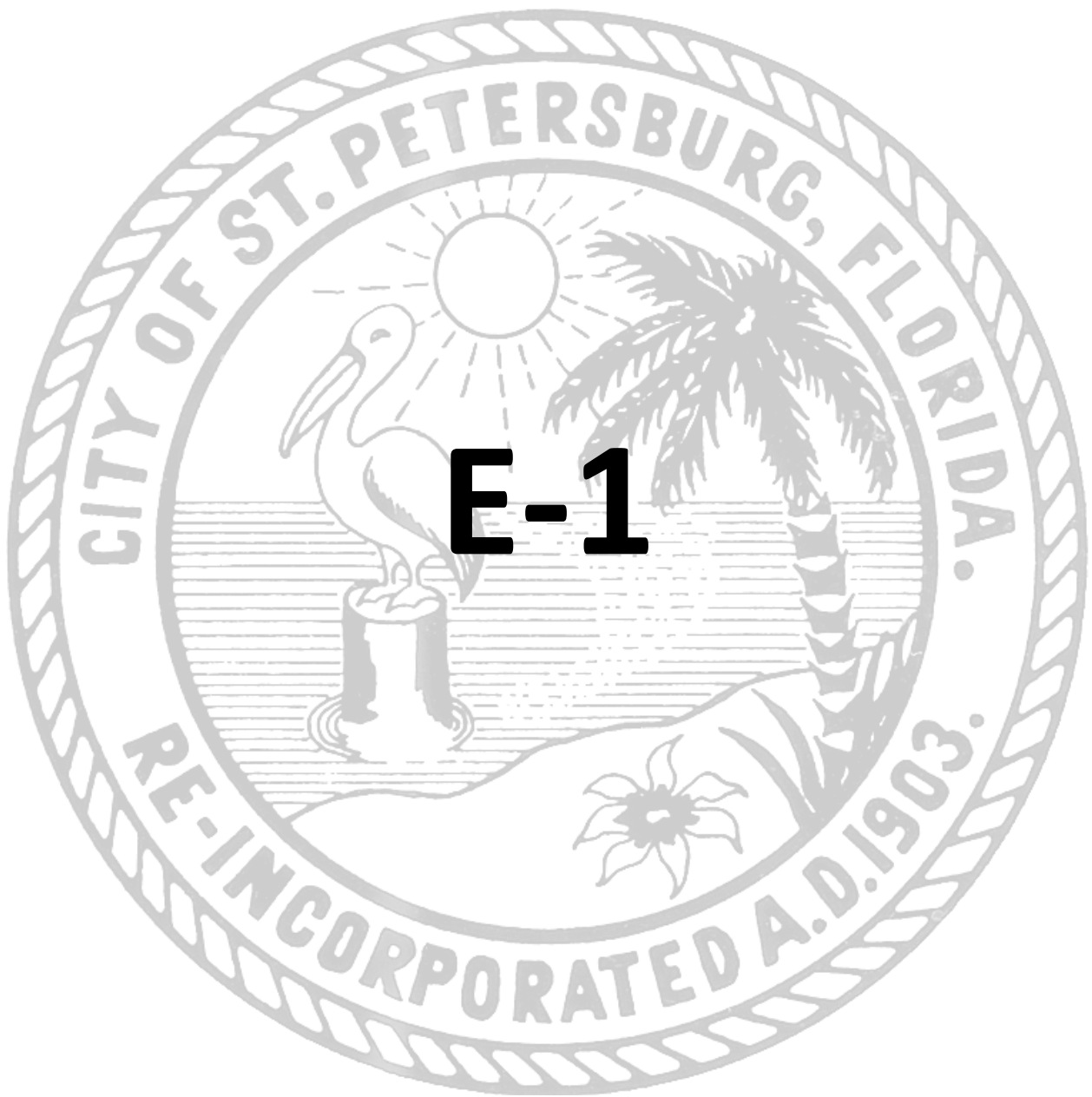
((Term expires 9/30/24))

PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.
2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.
3. Reading of the Title of the Ordinance(s).
4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
 - a. Presentation by City Administration.
 - b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
 - c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.
5. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.
6. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
 - a. Cross examination by Opponents.
 - b. Cross examination by City Administration.
 - c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.
7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
 - a. Rebuttal by Opponents.
 - b. Rebuttal by City Administration.
 - c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.

The following page(s) contain the backup material for Agenda Item: Ordinance 1140-V approving the vacation of a 16-foot wide east-west alley located south of Lots 16-25 and north of Lots 6-15, in Block 7 of Pelham Manor Number 1 Subdivision, generally located at 2828 21st Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (City File No. DRC 21-33000016)

Please scroll down to view the backup material.





SAINT PETERSBURG CITY COUNCIL

Meeting of February 10, 2022

TO: The Honorable Council Chair Gina Driscoll, and Members of City Council

SUBJECT: Ordinance 1140-V approving the vacation of a 16-foot wide east-west alley located south of Lots 16-25 and north of Lots 6-15, in Block 7 of Pelham Manor Number 1 Subdivision, generally located at 2828 21st Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (City File No. DRC 21-33000016)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the first reading of the attached proposed ordinance; and
 - 2) Set the second reading and public hearing for February 17, 2022.
-

The Request: The request is to vacate a 16-foot wide east-west alley located south of Lots 16-25 and north of Lots 6-15, in Block 7 of Pelham Manor Number 1 Subdivision, generally located at 2828 21st Avenue North in the IT Zoning District (see attached Location Map). The vacation is proposed to effectuate redevelopment of the parcels on this portion of the block.

Discussion: As set forth in the attached Staff Report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-way would be consistent with the criteria in the City Code and the Comprehensive Plan.

Agency Review: The application was routed to the standard list of City Departments and private utility providers. Water Resources objects to the application due to the presence of a sanitary sewer gravity main and manhole in the alley. Engineering has asked that a Public Utility Easement be placed over the alley to be vacated, or that the sewer infrastructure be relocated (see attached Engineering Review Memo). Compliance with the Engineering Memo dated December 3, 2021 is a recommended Condition of Approval.

Private utilities were identified in the east-west easement and the street corners. The applicant is required to work with the following private utility provider to obtain Letters of No Objection before the vacation ordinance is recorded: Frontier Communications, Spectrum and Duke Energy.

DRC Action/Public Comments: The proposal received no comments from the public, the North Kenwood Neighborhood Association, the Council of Neighborhood Associations (CONA) or the Federation of Inner-City Community Organizations (FICO). On January 5, 2022, the DRC held a public hearing on the case. No objectors appeared. At the conclusion of the public hearing, the DRC

voted unanimously to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to staff.

RECOMMENDATION:

The Administration recommends **APPROVAL** of the right-of-way vacation, subject to the following conditions:

1. The applicant shall comply with the Engineering Review Memo dated December 3, 2021 and continue coordination with Engineering and Water Resources regarding the sanitary sewer infrastructure issue.
2. The applicant shall obtain letters of no objection from the following private utilities before the vacation ordinance is recorded: Frontier Communications, Spectrum and Duke Energy.
3. The vacated right-of-way and abutting properties shall be replatted.
4. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s). Any required easements and relocation of existing City utilities shall be at the expense of the Applicant.
5. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Ordinance including "Exhibit A," Location Map, Engineering Review Memo dated December 3, 2021, DRC Staff Report

ORDINANCE NO. 1140-V

AN ORDINANCE APPROVING A VACATION OF A 16-FOOT-WIDE EAST-WEST ALLEY LOCATED SOUTH OF LOTS 16-25 AND NORTH OF LOTS 6-15, IN BLOCK 7 OF PELHAM MANOR NUMBER 1 SUBDIVISION, GENERALLY LOCATED AT 2828 21ST AVENUE NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration. The Development Review Commission recommended approval of the application on January 5, 2022. (City File No. DRC 21-33000016):

Attached Sketch and Legal Description - Exhibit "A" – 1 page.

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

Section 3. The vacation is subject to and conditional upon the following:

1. The applicant shall comply with the Engineering Review Memo dated December 3, 2021 and continue coordination with Engineering and Water Resources regarding the sanitary sewer infrastructure issue.
2. The applicant shall obtain letters of no objection from the following private utilities before the vacation ordinance is recorded: Frontier Communications, Spectrum and Duke Energy.
3. The vacated right-of-way and abutting properties shall be replatted.
4. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s). Any required easements and relocation of existing City utilities shall be at the expense of the Applicant.
5. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance

with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.



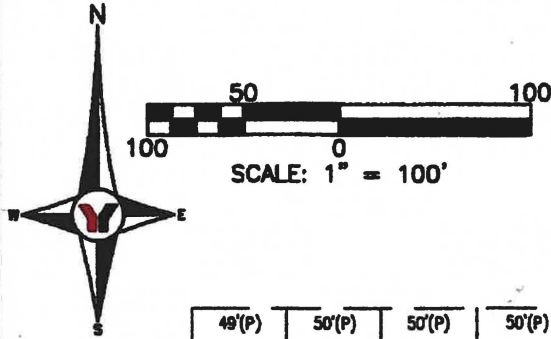
LEGAL

PLANNING & DEVELOPMENT SERVICES DEPT.

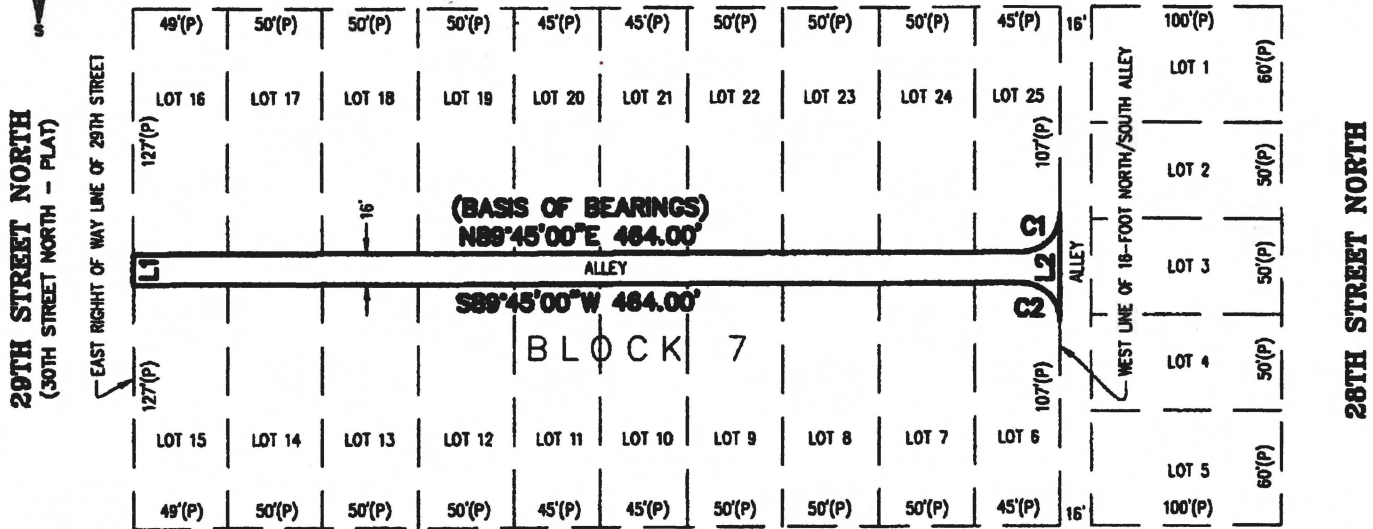
LEGAL DESCRIPTION

That certain 16-foot East-West alley located in Block 7, PELHAM MANOR NO.1, recorded in Plat Book 17, Page 22 of the Public Records of Pinellas County, Florida, bounded on the East by the West right of way line of that certain 16-foot North-South alley located in said Block 7 and bounded on the West by the East right of way line of 29th Street North.

St. Petersburg, Florida



21ST AVENUE NORTH (20TH AVENUE NORTH - PLAT)



20TH AVENUE NORTH (19TH AVENUE NORTH - PLAT)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°00'00"E	16.00'
L2	S00°00'00"W	56.00'

CURVE DATA			
CURVE	LENGTH	RADIUS	CHORD
C1	31.50'	20.00'	N44°52'30"E 28.35'
C2	31.33'	20.00'	N45°07'30"W 28.22'

LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
(P) PLAT

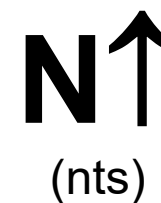
NOTES

1. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
2. Not a boundary survey.
3. This sketch is made without the benefit of a title report or commitment for title insurance.
4. This map intended to be displayed at a scale of 1"=100'.
5. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

PREPARED FOR: 2 J S M LLC		6257 ALLEY VACATION		BY _____ DATE _____		DESCRIPTION	
		DESCRIPTION & SKETCH		REVISED			
		SECTION 14 TOWNSHIP 31S., RANGE 18E.					
CREW CHIEF	INITIALS	DATE		George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY LB21 ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES GAINESVILLE-LAKEWOOD RANCH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA-VENICE		JOB NO. 14014600SS	
DRAWN	JLS	8/1/14				SHEET NO.	
CHECKED	CAB	8/1/14				1 OF 1	
FIELD BOOK							
FIELD DATE							



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 21-33000016
Address: 2828, 2876 & 2884 21st Ave. N.;
2835 & 2845 20th Ave. N.



MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT (ECID)

TO: Jennifer Bryla, Zoning Official, Development Review Services
Cheryl Bergailo, Planner II, Planning & Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: December 3, 2021

SUBJECT: Alley Vacation

FILE: 21-33000016

ADDRESS:	2828 21ST AVE N	PARCEL	ID	14-31-16-68184-007-0230
	2876 21 ST AVE N		N	14-31-16-68184-007-0180
	2884 21ST AVE N		O.	14-31-16-68184-007-0160
	2835 20TH AVE N		:	14-31-16-68184-007-0060
	2845 20TH AVE N			14-31-16-68184-007-0090

ATLAS: J-12 Zoning: IT

REQUEST: Approval to vacate a 16-foot-wide east-west alley located south of Lots 16-25 and north of Lots 6-15, in Block 7 of Pelham Manor Number 1 Subdivision, generally located at 2828 21st Avenue N.
See original right-of-way vacation Case #14-33000011, which expired.

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed alley vacation provided that the following special conditions and standard comments are added as conditions of approval.

SPECIAL CONDITIONS OF APPROVAL:

1. The alley contains an 8" VCP public sanitary sewer collection system which is approximately seven (7) feet deep and one public manhole structure. The main conveys flow from this entire block and provides service to at least one property east of 28th Street North . Therefore, one of the following two options must be selected:

A. Option 1 - The entire vacated right-of-way must be retained as a ***Public Utility Easement***.

-OR-

B. Option 2 - If the entire block is being consolidated for redevelopment, the feasibility of relocating the public sanitary sewer collection system (and any other existing provider owned utilities) into adjacent public street right of way could be considered provided the applicant's Engineer of Record provides a feasible signed and sealed plan & profile for relocating the sanitary sewer collection system into adjacent public street right of way. The plan and profile must be designed in compliance with City Engineering Standards and Technical specifications and shall meet all design requirements for sanitary sewer included in the *Recommended Standards for Wastewater Facilities, 2014 Edition, (10 State Standards)*. If this option is selected, the signed and sealed plans must be submitted to City ECID for review, approval, and permitting. A City ECID right

of way permit and an FDEP Wastewater Collection system permit will be required. The cost of the design, permitting, and construction shall be at the sole expense of the applicant.

*If Option 2 is selected and the entire block is *not* consolidated into single ownership for redevelopment, the applicant may also be required to retain *Private Ingress Egress Easement* if other property owners adjacent to the vacated alley need to retain rear access to their properties.

2. If the alley is vacated, the applicant must arrange for alternate sanitation service with the City Sanitation department since this alley appears to be used as a sanitation route. Obtain the appropriate sanitation contact through and provide written evidence of coordination with and approval by the City Sanitation department directly to the City's Zoning division.

3. A work permit issued by the City Engineering & Capital Improvements Department must be obtained prior to the commencement of construction within City controlled right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

*Note that City Engineering Standard Details referenced in this review narrative are available on the City FTP site using the instructions below:

Using **File Explorer** path to:

<ftp://ftp2.stpete.org>

User Name = stpengrd

Password = 4Engreads

Path to the **Engineering** folder, then to the **_DeptTemplates_Standards** folder, and finally to the **City Standard Details Updated**.

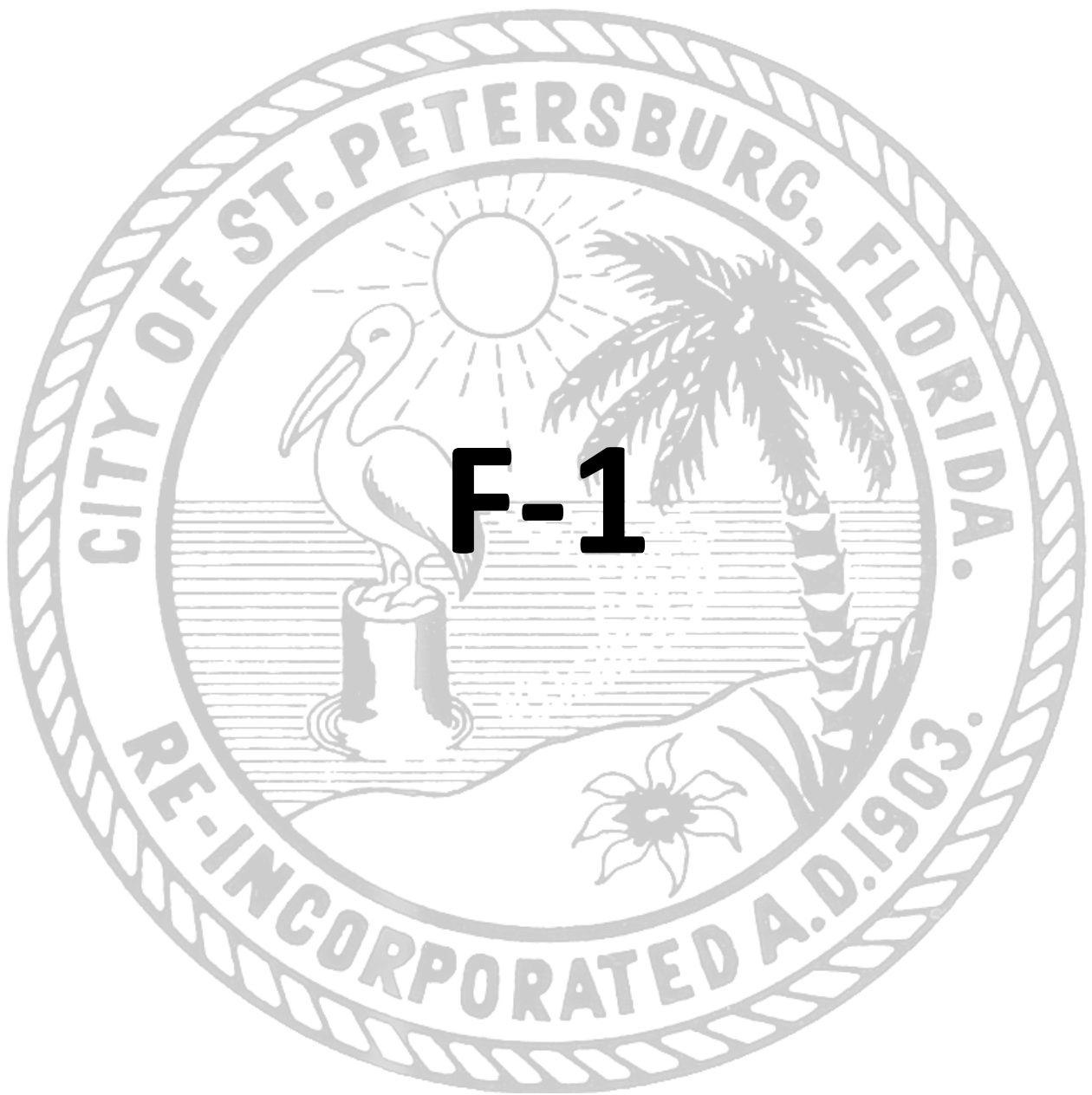
-OR- alternatively City Standard Details and Standard forms may be obtained upon request by contacting the City Engineering department, phone 727-893-7238, email Martha.Hegenbarth@stpete.org.

City infrastructure maps are available via email request to ECID@stpete.org. All City infrastructure adjacent to and within the site must be shown on the development project's construction plans.

NED/MJR/meh

cc: Adam Iben – City WRD

The following page(s) contain the backup material for Agenda Item: St. Petersburg Police
Department Quarterly Report
Please scroll down to view the backup material.



Quarterly Report

Chief of Police
Anthony Holloway

February 10, 2022



Homicides

October, November, December 2021

6 Homicides

1 Open

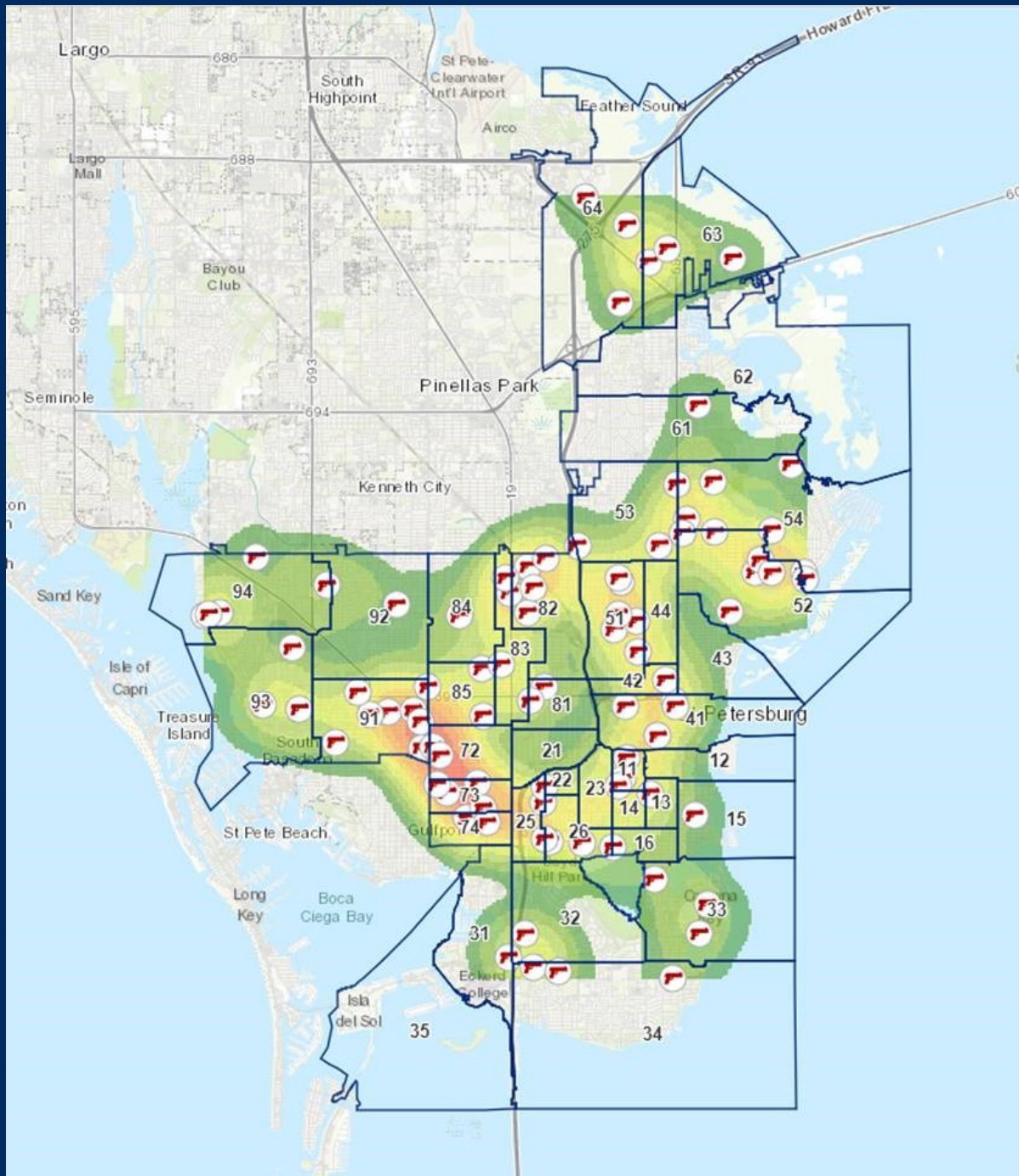
5 Closed

Other Crimes

October, November, December 2021

Offenses	October	November	December	Total
Robbery	32	20	27	66
Burglary/Breaking and Entering	104	74	85	240
Theft From Motor Vehicle	220	205	188	584
Motor Vehicle Theft	78	67	77	167

Arrests	October	November	December	Total
Robbery	14	4	6	24
Burglary/Breaking and Entering	17	14	25	56
Theft From Motor Vehicle	17	15	18	50
Motor Vehicle Theft	11	9	20	40



Stolen Firearms

October, November, December 2021

Stolen: 81

Taken from Vehicle: 60

Taken from building: 20

Taken from person: 1

RECOVERED: 23

Habitual Offender Monitoring Enforcement

(HOME) October, November, December 2021

41 Juveniles on Intensive Supervision

159 Juveniles on RADAR

****(15 Juveniles on BOTH)**

27 (Average) Juveniles with Electronic Monitors

1,625 Curfew / Compliance Checks



2nd Chance

Juvenile Diversion Program

- Alternative to Court
- 8 - Hour Workday
- NO Arrest Record



The Path You Take is
YOUR CHOICE

2nd Chance Program

October, November, December 2021

- 27 Juveniles Enrolled
- 21 Completed Successfully



P.A.T.H. - Police Assisting The Homeless

Contacts / Referrals / Transports	October, November, December 2021	
PATH Contact	302	
PATH Referrals	176	
Bus Tickets	0	
Pinellas Hope	42	
Turning Point	92	
Safe Harbor	56	
Largo Med	0	
Bay Pines VA	0	
St. Vincent's	0	
Operation Par	0	
Total	668	
<i>Families Assisted</i>	<i>29</i>	

H.E.A.T.

Human Exploitation And Trafficking

October, November, December 2021

Investigations	32
Human Trafficking Arrests	3
Total Arrests	18
Tips	12
Victims Served	2

Nuisance Abatement Update

October, November, December 2021

Property	2020	2021
Properties	11	18
Responsive Property Owners	10	15
Non-Responsive Owners	0	0
Pending	1	3

Police Pursuits

October, November, December 2021

Month	2020	2021
October	0	0
November	0	0
December	1	0

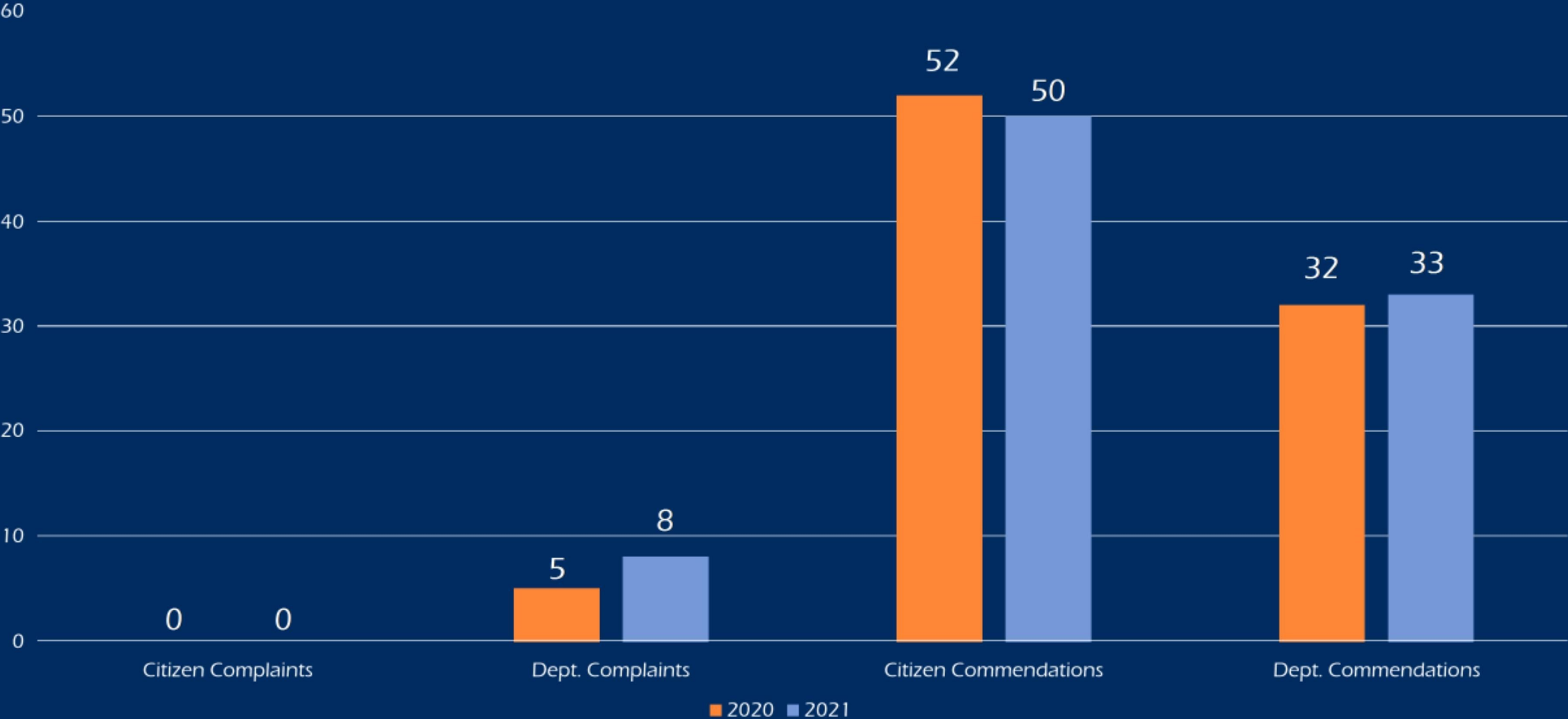
Use of Force Incidents

October, November, December 2021

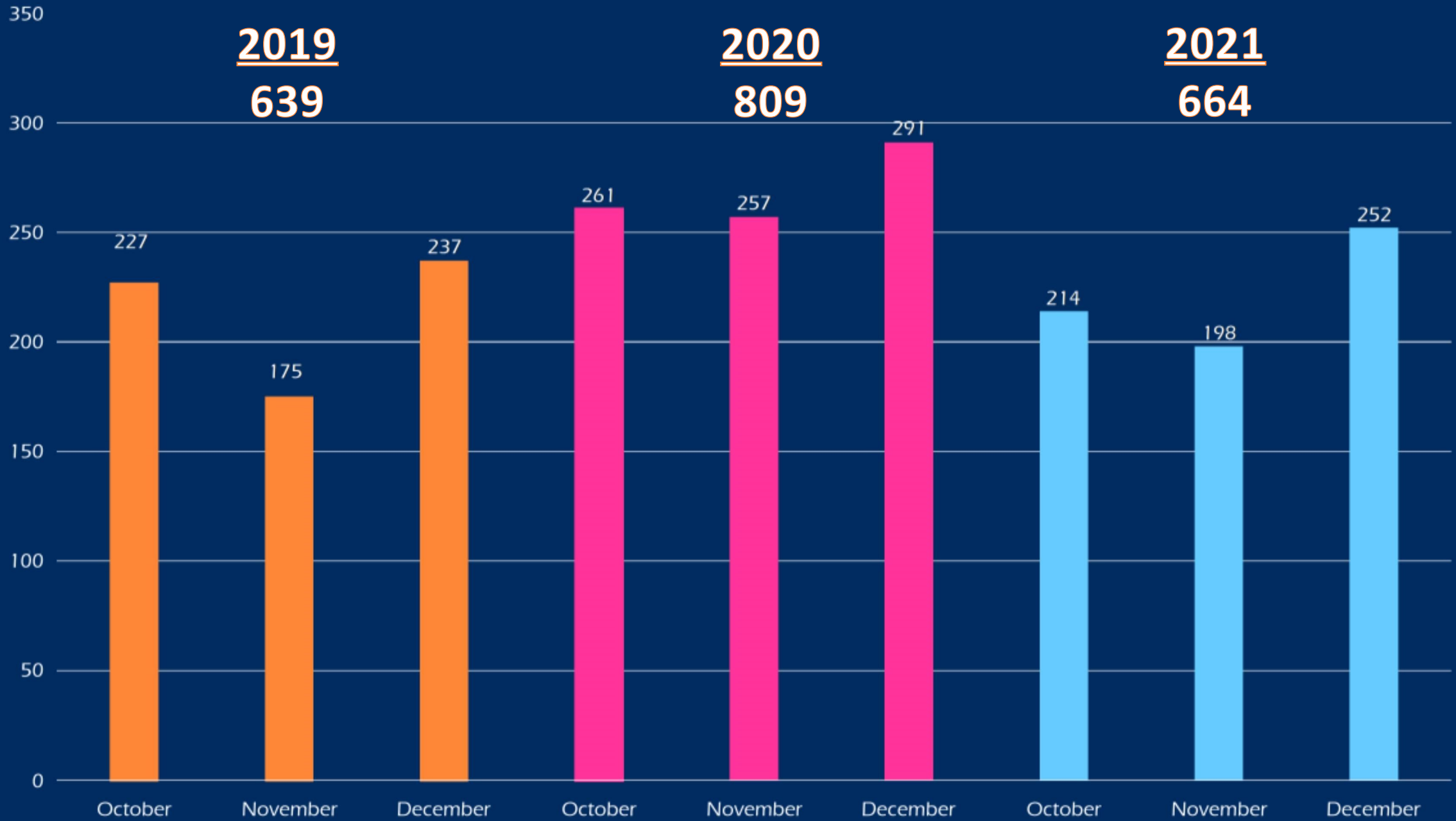
Month	2020	2021
October	49	88
November	60	67
December	74	96

Complaints & Commendations

October, November, December 2021

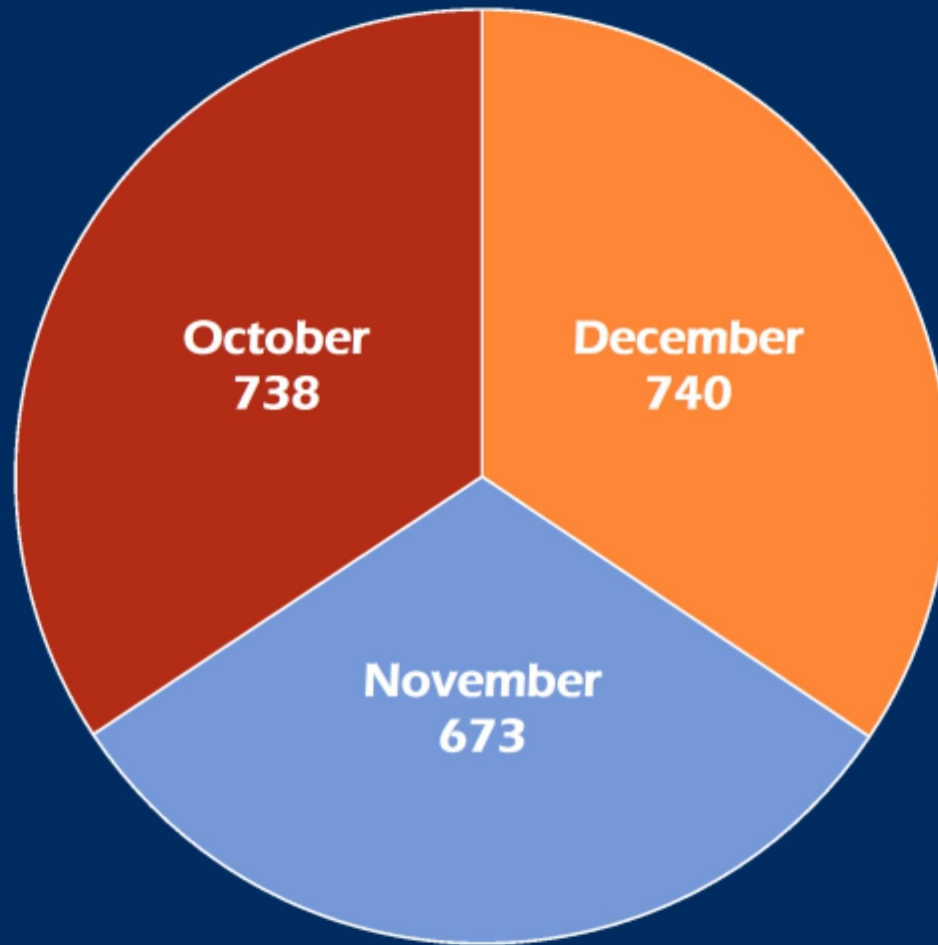


October, November, December 2021 Tip Comparison



Park, Walk & Talk

October, November, December 2021



3 Month Total:
2,454

**GPS Tracking of
Officers'
Park, Walk & Talk**



Average Response Times for Calls for Service

Priority 1 Calls:
7 minute Goal

Month	Call Processing and Dispatch Time	Officer's Travel Time	Total Response Time to On-Scene Arrival
October	0.5	5.8	6.3
November	0.9	5.9	6.8
December	0.4	5.2	5.6

Priority 2 Calls:
15 minute Goal

Month	Call Processing and Dispatch Time	Officer's Travel Time	Total Response Time to On-Scene Arrival
October	0.9	5.4	6.3
November	0.9	5.4	6.3
December	1.1	5.5	6.6

Priority 3 Calls:
30 minute Goal

Month	Call Processing and Dispatch Time	Officer's Travel Time	Total Response Time to On-Scene Arrival
October	8.5	5.8	14.3
November	7.9	6.0	13.9
December	8.4	6.3	14.7

Traffic Stats

October, November, December 2021

Type	2020	2021
Traffic Citation	3,886	1,607
Traffic Crashes	2,141	2,311
Traffic Stops	3,401	4,491

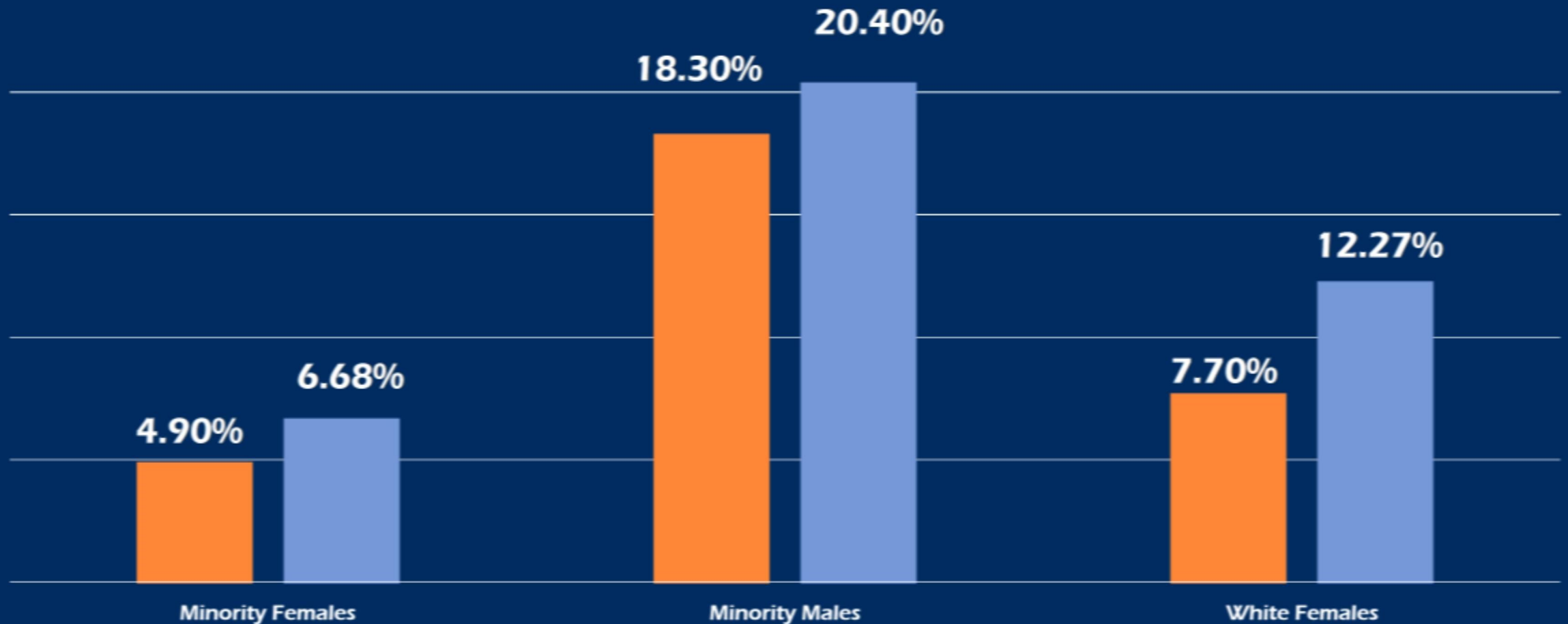


Equal Opportunity & Affirmative Action Goals

Labor Market Availability (LMA) Goals



■ Goal ■ Actual



Off Duty Assignments

Month	Number of Assignments	Amount Received from Billing	+ Difference
January 2021	362	\$111,150.00	\$7,690.79
February 2021	343	\$104,130.00	\$7,273.36
March 2021	417	\$121,762.50	\$10,583.94
April 2021	424	\$122,912.50	\$11,012.21
May 2021	496	\$135,158.75	\$9,765.66
June 2021	446	\$122,866.25	\$8,400.87
July 2021	390	\$105,770.00	\$7,776.66
August 2021	406	\$106,872.50	\$7,449.03
September 2021	398	\$105,287.50	\$7,339.32
October 2021	445	\$128,862.50	\$16,760.27
November 2021	520	\$164,888.75	\$18,879.02
December 2021	885	\$304,446.25	\$29,130.24
1 Year Totals	5532	\$1,634,107.50	\$142,061.37

Police Overtime

October, November, December 2021

	Fiscal Year 2022 YTD Expenditures	1st Quarter Budget Amount	Variance	Total Budget Expended FYTD
Overtime	\$755,771	\$535,392	(\$220,379)	35%
OT-Off Duty	\$519,028	\$424,827	(\$94,201)	31%
OT-Special Event	\$210,528	\$241,595	\$31,066	22%
OT-Tropicana Field Events	\$109,118	\$203,599	\$94,481	13%
OT-Court Time	\$53,534	\$75,203	\$21,669	18%
OT-School Resource Officer	\$22,203	\$14,438	(\$7,765)	38%
Total	\$1,670,182	\$1,495,053	(\$175,129)	28%



Community Assistance & Life Liaison Program

- **October 1 through December 31, 2021, the CALL team:**
 - **1,000+ contacts with the community including calls from dispatch, employee referrals and follow-ups.**
- **Frequent zip codes : 33710, 33705, and 33712.**
- **57% of initial responses due to mental health/suicide concerns.**
- **0 injuries or incidents causing violence.**
- **Team is staffed with a Program Director, Assistant Program Director, Clinical Supervisors, and 12 Navigators**

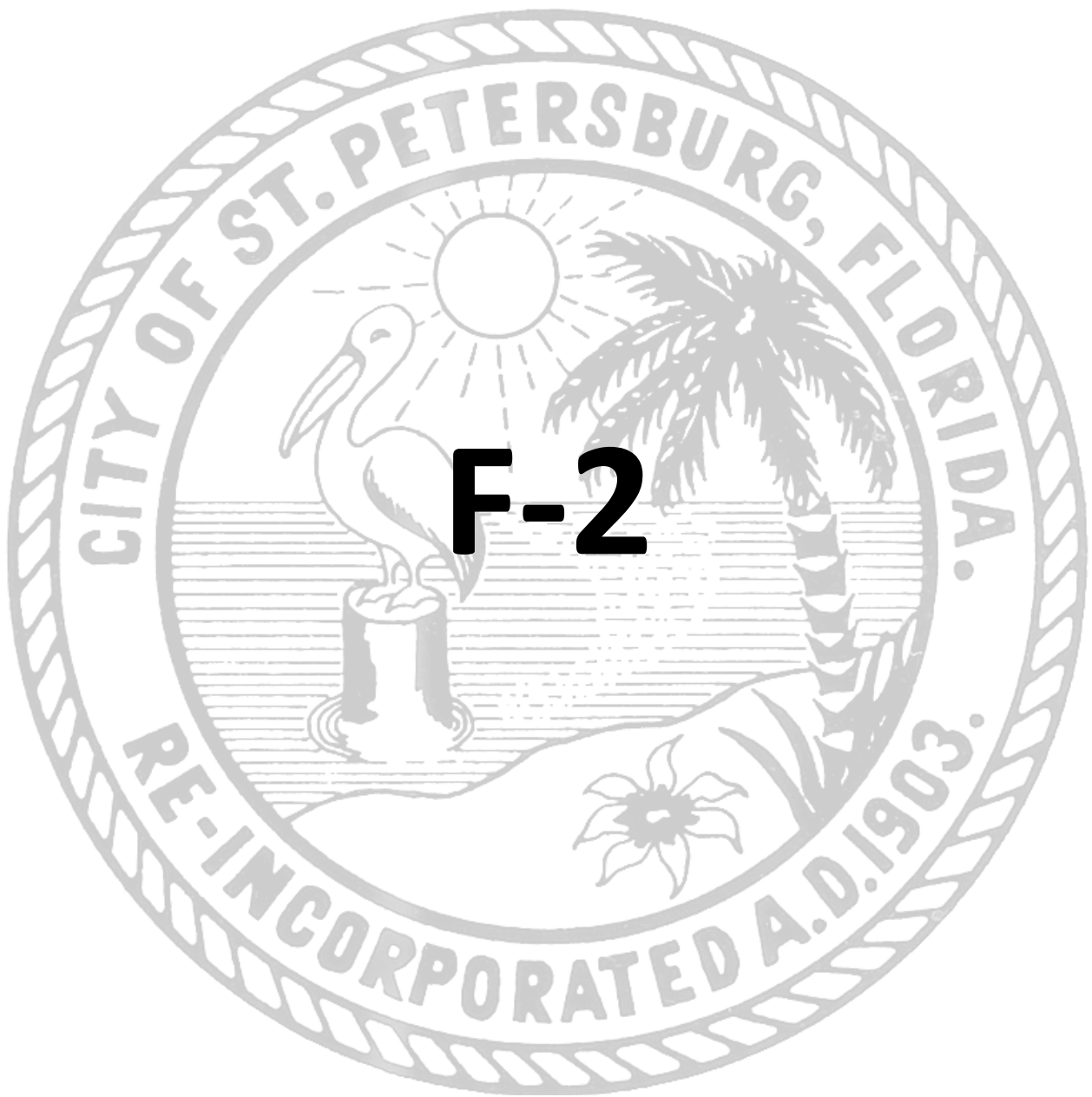


CALL Program Feedback

“Thanks to you and your team, [client] is getting the help he needs. Thanks to your team for what you did for our family that afternoon. You all are so caring, friendly and compassionate!

Our heroes came that day. I'd love for [client] to meet you both when he is home and better. Again, I can't thank you enough for all you did that day! You guys are AMAZING!!”

The following page(s) contain the backup material for Agenda Item: Amending, Assigning and/or Terminating MidCore Garage Agreements between the City of St. Petersburg and Loan Ranger Acquisitions, L.L.C. to assist in the sale of Sundial St. Pete, located at 153 2nd Avenue N.; Approving a Partial Termination of the Final Disposition Agreement dated June 5, 1998. Please scroll down to view the backup material.



F-2

Attached are the current drafts of documents related to the sale of the Sundial Property by Loan Ranger Acquisitions, LLC to PV-Pelican Walk, LLC, that will be discussed at the February 10, 2022 City Council meeting. These documents are under final review and there may be non-substantive changes.

ST. PETERSBURG CITY COUNCIL

Meeting of February 10, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: Amending, Assigning and/or Terminating MidCore Garage Agreements between the City of St. Petersburg and Loan Ranger Acquisitions, L.L.C. to assist in the sale of Sundial St. Pete, an Entertainment Oriented Retail Center located at 153 2nd Avenue N.; Approving a Partial Termination of the Final Disposition Agreement dated June 5, 1998.

BACKGROUND: The City was notified by Loan Ranger Acquisitions, L.L.C. ("LRA"), the current owners of Sundial St. Pete ("Sundial"), that it is in the process of selling the Sundial property located at 153 2nd Avenue N. to PV-Pelican Walk, LLC, a Florida limited liability company ("PV-Pelican"). Closing on the property is scheduled for mid-February 2022.

In 2012, The City and LRA entered into a series of agreements ("MidCore Garage Agreements") to assist in sustaining Sundial as a premier retail/entertainment destination for our community. Each of these MidCore Garage Agreements contain assignment language which allow LRA to assign the agreements to a new owner upon the sale of Sundial. Since these agreements were initiated, the MidCore Garage has had an official name change to the Sundial Garage. The assignments require the prior written consent of the City Council of the City of St. Petersburg, whose consent will not be unreasonably withheld.

City Administration has worked with PV-Pelican on how best to move forward with the amendment, assignment, or termination of the MidCore Garage Agreements. Each Agreement was reviewed separately and the requested actions are presented below.

Pedestrian Corridor Management Agreement (2012)

The Pedestrian Corridor, located directly north of the Sundial Garage, forms a critical link between Sundial complex and the Sundial Parking Garage. To ensure that access through the Pedestrian Corridor provides the same visitor experience as the Sundial complex, the City entered into a management agreement with LRA to manage, use, and otherwise operate and maintain the Pedestrian Corridor. The Term of the current agreement expires on December 31, 2033 (approximately 20 years from the agreement Commencement Date).

In order to assign this agreement, the City and PV-Pelican have agreed that the expiration date of the agreement be amended from December 31, 2033, to the earlier of: 1) December 31, 2047 or 2) when the Sundial property is no longer operated solely as an Entertainment Oriented Retail Center.

BayWalk Employee Parking Agreement (2012; First Amendment 2019)

In order to ensure the successful revitalization of the Sundial complex, the City agreed to provide a limited number of parking spaces on the rooftop level of MidCore Garage at below market rate for the employees, tenants and subtenants of Sundial. The Term of

the agreement currently expires on December 31, 2033. The parking fee charged Sundial for each parking access card is currently \$25.

The City and PV-Pelican have agreed to the following changes to enable the assignment of this agreement: 1) the parking access card rate will be increased immediately to \$30, with additional \$5 increases allowed every 5 years thereafter; 2) the City will have the ability to sell rooftop spaces to the public as long as this does not interfere with the Sundial employee parkers and, 3) The agreement shall expire on the earlier of 1) December 31, 2047 or 2) when the Sundial property is no longer operated solely as an Entertainment Oriented Retail Center.

BayWalk Customer Parking Validation Agreement (2012; First Amendment 2014)

As part of the revitalization strategy for Sundial, the City created a customer parking validation program to aid LRA in attracting quality tenants to the complex. The Customer Parking Validation Agreement provides LRA the right to offer qualified customers a discounted parking rate at the City's Sundial Garage. The Agreement required LRA to establish, operate and maintain a centralized guest services for parking validations at Sundial and the MidCore Garage. Customers desiring the validation rate must first demonstrate a minimum purchase at Sundial retail stores and/or restaurants.

Through discussions with LRA and PV-Pelican it was decided that the validation program was no longer beneficial and therefore could be eliminated. A Termination of Baywalk Customer Parking Validation Agreement has been prepared and agreed to by all parties.

MidCore Garage Security Services Agreement (2012; First Amendment 2014)

The City's Sundial Parking Garage is the primary parking location for Sundial employees and patrons. As such, the coordination of services among Sundial, the Pedestrian Corridor, and Sundial Garage are vital to the overall success of these assets. In 2012 the City entered into a security services agreement with Loan Ranger Management, L.L.C. ("LRM") - a Florida Limited Liability company managed by Bill Edwards. The Security Services Agreement is one of the 4 agreements creating a relationship between Sundial and MidCore (Sundial) Garage and are collectively referred to as MidCore Garage Agreements.

PV-Pelican desires to continue using LRM to provide security services at Sundial. They requested that the City not assign the MidCore agreement to them but continue to use LRM for security services at the MidCore Garage.

The City has negotiated an Amendment to the existing agreement with LRM to continue their services at the Sundial Garage. The following changes to the current agreement have been agreed to by the City and LRM:

Service Fee Increase

The Agreement provides for a Service Fee to LRM for the security services provided. Currently this Service Fee is approximately \$250,000/yr with annual adjustments based upon CPI increase. The original agreement and service fee was established before the City's Living Wage Ordinance went into effect for City contractors and service providers. LRM has documented that their costs to provide the security services exceed the Service Fee currently provided and have asked for a \$100,000 increase per year - which would bring the Service Fee up to \$350,000. The City reviewed LRM proposed increase and finds it acceptable subject to LRM agreeing to set the minimum hourly wage for security

staff of \$15/hr and accepting all other requirements of the City's now-applicable Living Wage Ordinance. This minimum wage requirement will assist LRM in attracting qualified professional security staff for the property.

Term

The current Term of the Agreement expires on December 31, 2033. The City requested that this Term be reduced to roughly 3 years – expiring on December 31, 2024. This reduction in Term will allow the City several years to monitor the activities among Sundial, the Pedestrian Corridor, and the Sundial Garage under the new ownership structure and evaluate the benefit of this security agreement moving forward.

LRM has agreed to all the proposed City changes.

Final Disposition Agreement

In 1998, the City, the Community Redevelopment Agency of the City and two private development entities ("Developer") entered into a Final Disposition Agreement ("FDA") to facilitate development of the North Core block (now called Sundial) and the MidCore block (now called the Sundial Garage). As part of the FDA, the City agreed to sell to the Developer the North Core block for the creation of Sundial and a movie theater. Simultaneously with the development of Sundial, the City developed the MidCore Parking Garage.

Loan Ranger Acquisitions, L.L.C. is the successor in interest to the original Developer of Sundial and is the current owner of the property. LRA and PV-Pelican have requested that the City and the Community Redevelopment Agency partially terminate the FDA as it relates to the Sundial property. City Administration supports the request for a partial termination of the FDA.

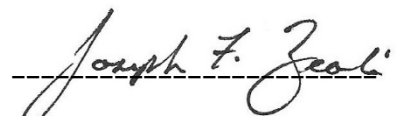
Cost/Funding/Assessment Information

The proposed Second Amendment to the MidCore Garage Security Services Agreement increases the City's cost for the security services provided by \$100,000/yr. For FY22 this will result in an increase of \$67,000 ($\$100,000 \times 8/12$). A portion of the funding for the security services cost has been previously appropriated in the Parking Revenue Fund (1021) Transportation and Parking Management Department, Baywalk Garage Division (281.2877). The remaining funding will be available after the approval of a supplemental appropriation in the amount of \$67,000 from the unappropriated balance of the Parking Special Revenue Fund (1021) to Transportation and Parking Management Department, Baywalk Garage Division (281.2877). Future years funding will be included in the operating budget request for the Parking Special Revenue Fund.

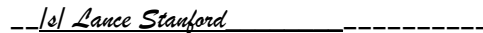
Recommendation

City Administration recommends City Council take the following actions:

- 1) Approve the Assignment and Assumption Agreement and First Amendment to the Pedestrian Corridor Agreement between the City and LRA
- 2) Approve the Assignment and Assumption Agreement and Second Amendment to the BayWalk Employee Parking Agreement between the City and LRA
- 3) Approve the Termination of BayWalk Customer Parking Validation Agreement between the City and LRA
- 4) Approve the Second Amendment to the MidCore Garage Security Services Agreement between the City and LRM and approve the requisite supplemental appropriation of \$67,000.
- 5) Approve the Partial Termination of Final Disposition Agreement among the City, the Community Redevelopment Agency of the City and LRA



City Development Administration



Budget & Management Department

Resolution No. 2022 -- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE: (I) TERMINATION OF BAYWALK CUSTOMER PARKING VALIDATION AGREEMENT, (II) PARTIAL TERMINATION OF FINAL DISPOSITION AGREEMENT, (III) ASSIGNMENT AND ASSUMPTION AGREEMENT AND FIRST AMENDMENT TO PEDESTRIAN CORRIDOR MANAGEMENT AGREEMENT, (IV) ASSIGNMENT AND ASSUMPTION AGREEMENT AND SECOND AMENDMENT TO BAYWALK EMPLOYEE PARKING AGREEMENT, AND (V) ALL OTHER APPLICABLE DOCUMENTS RELATED TO THE SALE OF THE SUNDIAL PROPERTY BY LOAN RANGER ACQUISITIONS, LLC TO PV-PELICAN WALK, LLC; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO SUCH DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City was notified by Loan Ranger Acquisitions, L.L.C. ("LRA"), the current owners of SunDial St. Pete ("SunDial"), that it is in the process of selling the SunDial property located at 153 2nd Avenue N. to PV-Pelican Walk, a Florida limited liability company ("PV-Pelican"), with closing expected to occur mid-February, 2022; and

WHEREAS, in 2012, the City and LRA entered into a series of agreements ("MidCore Garage Agreements") to assist in sustaining SunDial as a premier retail/entertainment destination for St. Petersburg; and

WHEREAS, each of the MidCore Garage Agreements permits assignment of such upon the sale of SunDial and with the prior written consent of City Council; and

WHEREAS, in order to facilitate the sale of SunDial, the City, LRA, and PV-Pelican have agreed to modify or terminate four MidCore Garage Agreements as follows:

(i) The Baywalk Customer Parking Validation Agreement, dated October 22, 2012, as amended, is terminated in whole.

(ii) The Final Disposition Agreement, dated June 5, 1998, as amended, is terminated in relation to the provisions associated with SunDial.

(iii) The Pedestrian Corridor Management Agreement is assigned to PV-Pelican in whole and amended to extend the term.

(iv) The Baywalk Employee Parking Agreement is assigned to PV-Pelican in whole, and amended to extend the term, alter and clarify parking rights, and change the applicable fee.

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized execute the: (i) Termination of Baywalk Customer Parking Validation Agreement, (ii) Partial Termination of Final Disposition Agreement, (iii) Assignment and Assumption Agreement and First Amendment to Pedestrian Corridor Management Agreement, (iv) Assignment and Assumption Agreement and Second Amendment to Baywalk Employee Parking Agreement, and (v) all other applicable documents related to the sale of the SunDial property by Loan Ranger Acquisitions, LLC to PV-Pelican Walk, LLC.

BE IT FURTHER RESOLVED, the City Attorney's office is authorized to make non-substantive changes to such documents.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

/s/ Bradley Tennant
City Attorney (Designee)
00606430

APPROVED BY:

Joseph F. Zeoli
City Administration

Resolution No. 2022 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO THE MIDCORE GARAGE SECURITY SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND LOAN RANGER MANAGEMENT, LLC ("LRM") TO CHANGE THE EXPIRATION DATE, INCREASE THE ANNUAL SERVICE FEE THAT THE CITY PAYS LRM, AND ADD LIVING WAGE REQUIREMENTS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SECOND AMENDMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$67,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO TRANSPORTATION AND PARKING MANAGEMENT, BAYWALK GARAGE DIVISION (281.2877); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Loan Ranger Management, LLC ("LRM") executed a MidCore Garage Security Services Agreement on October 22, 2012, which agreement contains LRM's responsibilities for security in the MidCore Garage; and

WHEREAS, the City and LRM executed a First Amendment to the MidCore Garage Security Services Agreement on September 9, 2014, to add a privately funded improvements paragraph in order for LRM to replace or enhance certain City-owned equipment in the MidCore Garage; and

WHEREAS, the City and LRM desire to amend the MidCore Garage Security Services Agreement for a second time to change the expiration date, increase the annual service fee that the City pays LRM, and add living wage requirements; and

WHEREAS, funding for the additional fees that the City will pay LRM in fiscal year 2022 will be available after a supplemental appropriation in the amount of \$67,000 from the unappropriated balance of the Parking Revenue Fund (1021) to Transportation and Parking Management Department, Baywalk Garage Division (281.2877); and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute the Second Amendment to the Midcore Garage Security Services Agreement between the City of St. Petersburg, Florida (“City”) and Loan Ranger Management, LLC (“LRM”) to change the expiration date, increase the annual service fee that the City pays LRM, and add living wage requirements.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Second Amendment.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Parking Revenue Fund (1021), the following supplemental appropriation for FY22:

Parking Revenue Fund (1021)

Transportation and Parking Management Department,
Baywalk Garage Division (281.2877)

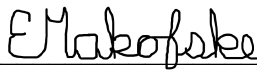
\$67,000

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee) 00606268



Budget

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND FIRST AMENDMENT
TO PEDESTRIAN CORRIDOR MANAGEMENT AGREEMENT**

This ASSIGNMENT, AND ASSUMPTION AGREEMENT AND FIRST AMENDMENT PEDESTRIAN CORRIDOR MANAGEMENT AGREEMENT (this “Assumption and Amendment”) is made effective as of _____, **2022** (the “Effective Date”), by and among **LOAN RANGER ACQUISITIONS, LLC**, a Florida limited liability company (“Assignor”), **PV-PELICAN WALK, LLC**, a Florida limited liability company (“Assignee”), and **THE CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the “City”).

RECITALS:

WHEREAS, Assignor is presently the holder of rights to manage a pedestrian corridor under that certain Pedestrian Corridor Management Agreement dated October 22, 2012 (the “Pedestrian Corridor Management Agreement”) by and between the City and Assignor, pursuant to which City provides to Assignor the exclusive right to manage, use, license the use of, merchandise, and otherwise operate and maintain that certain pedestrian corridor (the “Pedestrian Corridor”) between the MidCore garage in St. Petersburg and the development previously known as Baywalk, now known as Sundial (the “Sundial”), as such Pedestrian Corridor is further described in the Pedestrian Corridor Management Agreement; and

WHEREAS, subject to written consent by the City, Assignor desires to assign all of its right, title, and interest in and to the Pedestrian Corridor Management Agreement to Assignee and Assignee is willing to accept the assignment and to assume and be fully responsible for all the obligations of Assignor under the Pedestrian Corridor Management Agreement, as amended, from and after the Effective Date; and

WHEREAS, the City is willing to enter into this Agreement to grant its prior written consent to Assignor’s assignment of the Pedestrian Corridor Management Agreement to Assignee on the terms set forth herein ; and

WHEREAS, the City and Assignee agree to certain modifications to the Pedestrian Corridor Management Agreement; and

WHEREAS, accordingly, Assignor, Assignee, and the City desire to enter into this Assumption and Amendment in order to evidence and accomplish the purposes set forth in the above recitals as of the Effective Date.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor, Assignee, and the City do hereby covenant and agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignment. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee, all of Assignor's right, title, and interest, in, to, and under the Pedestrian Corridor Management Agreement, expressly subject to the rights and privileges of the City under the Pedestrian Corridor Management Agreement arising prior to the Effective Date of this Assumption and Amendment.

2. Assumption. Assignee hereby assumes and agrees to pay, perform, fulfill, and comply with all covenants and obligations to be paid, performed, fulfilled, or complied as if Assignee was the original party to the Pedestrian Corridor Management Agreement under the Pedestrian Corridor Management Agreement arising from and after the Effective Date of this Assumption and Amendment.

3. Liability.

(a) It is specifically agreed between Assignor and Assignee that Assignee shall be responsible to the City under the Pedestrian Corridor Management Agreement for the discharge and performance of any and all duties and obligations to be performed and/or discharged by Assignee under the Pedestrian Corridor Management Agreement arising from and after the Effective Date of this Assumption and Amendment. By accepting this Assumption and Amendment and by its execution hereof, Assignee hereby assumes and agrees to save, defend, indemnify, and hold harmless Assignor from and against any and all demands, claims, causes of action, actions, losses, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and court costs) arising or accruing as a result of Assignee's failure to discharge or perform any and all duties and obligations to be performed and/or discharged by Assignee under the Pedestrian Corridor Management Agreement arising from and after the Effective Date of this Assumption and Amendment.

(b) It is specifically agreed between Assignor and Assignee that Assignor shall remain fully liable to the City for the performance of all of the terms, covenants, and conditions to be performed and/or discharged by Assignor under the Pedestrian Corridor Management Agreement arising prior to the Effective Date of this Assumption and Amendment, and Assignor hereby agrees to save, defend, indemnify, and hold harmless Assignee from and against any and all demands, claims, causes of action, actions, losses, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and court costs) arising or accruing as a result of Assignor's failure to discharge or perform the terms, covenants, and conditions to be performed and/or discharged by the Assignor under the Pedestrian Corridor Management Agreement arising prior to the Effective Date of this Assumption and Amendment.

4. Assignor Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor's right, title, and interest in and to the Pedestrian Corridor Management Agreement is free of any and all liens, charges, or encumbrances of any kind or nature whatsoever.

(b) There are no leases, subleases, licenses, sublicenses, or other rights of use or management of the activities described in the Pedestrian Corridor Management Agreement other than as described therein.

(c) Assignor has not previously assigned, transferred, or conveyed all or any part of its right, title, or interest under the Pedestrian Corridor Management Agreement to any other person.

(d) The Pedestrian Corridor Management Agreement is valid and subsisting and in full force and effect in accordance with its terms.

(e) Neither Assignor nor, to Assignor's knowledge, the City, is in default under any provision of the Pedestrian Corridor Management Agreement, and no event has occurred, which with the passage of time or the giving of notice would constitute a default by the City.

(f) Assignor has performed all obligations that are required of Assignor under the Pedestrian Corridor Management Agreement that have accrued as of the Effective Date.

5. City's Consent to Assignment and Release of Assignor. The City, by its execution below, hereby consents to the assignment of the Pedestrian Corridor Management Agreement by Assignor to Assignee, and the assumption by Assignee of Assignor's interest in the Pedestrian Corridor Management Agreement. Additionally, the City hereby consents to such further assignment by Assignee to either (i) a management company or (ii) an association created to manage and/or operate Sundial as Assignee deems appropriate. Further, the City hereby releases Assignor from any and all covenants and obligations of the Assignor under the Pedestrian Corridor Management Agreement to be paid, performed, fulfilled, or complied with under the Pedestrian Corridor Management Agreement arising from and after the Effective Date of this Assumption and Amendment. However, the City does not release Assignor from any liability alleged or claimed to be arising from or related to Assignor's performance of the Pedestrian Corridor Management Agreement prior to the Effective Date.

6. City Estoppel. The City hereby ratifies and confirms all of the terms, covenants, and conditions of the Pedestrian Corridor Management Agreement, including as amended herein, and acknowledges that the Pedestrian Corridor Management Agreement shall continue to remain in full force and effect in all respects from and after the assignment of the Pedestrian Corridor Management Agreement from Assignor to Assignee being effected by this Assumption and Amendment. The City acknowledges and agrees that, to the best of its knowledge, Assignor is not in default of any obligations under the Pedestrian Corridor Management Agreement prior to the Effective Date of this Assumption and Amendment.

AMENDMENT

7. Amendment. Assignee and the City hereby agree to amend the Pedestrian Corridor Management Agreement as follows.

(a) Paragraph 8 of the Pedestrian Corridor Management Agreement, TERM, is deleted in its entirety and replaced as follows:

4 **TERM AND TERMINATION.** This Agreement shall expire on December 31, 2047; however, the Parties shall cooperate and negotiate in good faith if the Parties desire to extend this Agreement beyond the expiry date. Notwithstanding as much, if at any time the Sundial is not solely an Entertainment Oriented Retail Center, this Agreement will automatically and immediately terminate with no notice required. For purposes of this Agreement, Entertainment Oriented Retail Center shall mean a retail shopping center with office use of no more than thirty percent (30%) of all on-site, leasable space and no residential use.

(b) All instances in the Pedestrian Corridor Management Agreement referring to Loan Ranger Acquisitions, LLC, as identified by the defined term “LRA”, shall be replaced by references to “PV-Pelican Walk, LLC”, which shall be the new defined term for same. All instances of the defined term “BayWalk” shall be replaced by the new defined term “Sundial”, which shall refer to the same property as identified in the Pedestrian Corridor Management Agreement.

(c) All terms and conditions of the Pedestrian Corridor Management Agreement that are not modified in this first amendment shall remain in full force and effect.

MISCELLANEOUS PROVISIONS

8. Authority. Each party to this Assumption and Amendment represents and warrants to the other parties to this Assumption and Amendment that it is duly authorized to enter into this Assumption and Amendment and/or to execute the applicable assignment, assumption, and/or consent provisions set forth herein and perform its respective obligations hereunder without the consent or approval of any other person or party, and that the person signing this Assumption and Amendment on its respective behalf is duly authorized to sign on behalf of such party.

9. Disclaimer. The transfer and assignment set forth herein is made by Assignor without any express or implied representation or warranty of any kind or nature, except as expressly set forth in this Assumption and Amendment.

10. No Third-Party Beneficiaries. Nothing in this Assumption and Amendment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the named parties to this Assumption and Amendment, any rights, remedies, obligations, or liabilities.

11. Binding Effect and Interpretation. This Assumption and Amendment shall be binding upon and inure to the benefit of Assignor, Assignee, and City and their respective successors and permitted assigns. Assignor, Assignee, and City understand, agree and acknowledge that (i) this Assumption and Amendment has been freely negotiated by all parties hereto and (ii) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Assumption and Amendment, or any of its terms or conditions, there shall not be any inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted this Assumption and Amendment, or any portion thereof.

12. Counterparts. This Assumption and Amendment may be executed in two or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one and the same instrument. A signed copy of this Assumption and Amendment (in PDF form or otherwise) delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assumption and Amendment.

13. Terms. Capitalized terms used in this Assumption and Amendment and not otherwise defined herein shall have the same meaning ascribed to those terms in the Pedestrian Corridor Management Agreement.

14. Entire Agreement. This Assumption and Amendment represents the entire understanding and agreement among Assignor, Assignee, and City with respect to the subject matter hereof, and no amendment or modification of this Assumption and Amendment shall be effective unless it is set forth in a writing specifically stating that it is intended to be an amendment hereof, specifying what provision hereof is being amended thereby, and signed by each of Assignor, Assignee, and City.

15. Severability. If any term or provision of this Assumption and Amendment is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Assumption and Amendment shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Assumption and Amendment. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assumption and Amendment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

16. Governing Law. This Assumption and Amendment shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule of such jurisdiction or any other jurisdiction.

17. Interpretation. Headers, titles, paragraph numbers, and captions appearing in this Assumption and Amendment are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any paragraphs.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor, Assignee, and City have duly executed this Assumption and Amendment as of the Effective Date.

ASSIGNOR:

LOAN RANGER ACQUISITIONS, LLC,
a Florida limited liability company

By: _____
William Edwards
Chief Executive Officer

ASSIGNEE:

PV-PELICAN WALK, LLC,
a Florida limited liability company

By: _____
Charles A. Ernst, Jr.
Operating Manager

CITY:

THE CITY OF ST. PETERSBURG

By: _____
[Name]
[Title]

00606468

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND SECOND AMENDMENT
TO BAYWALK EMPLOYEE PARKING AGREEMENT**

This ASSIGNMENT, AND ASSUMPTION AGREEMENT AND SECOND AMENDMENT TO BAYWALK EMPLOYEE PARKING AGREEMENT (this “Assumption and Amendment”) is made effective as of _____, **2022** (the “Effective Date”), by and among **LOAN RANGER ACQUISITIONS, LLC**, a Florida limited liability company (“Assignor”), **PV-PELICAN WALK, LLC**, a Florida limited liability company (“Assignee”), and **THE CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the “City”).

RECITALS:

WHEREAS, Assignor is presently the holder of parking rights under that certain Baywalk Employee Parking Agreement dated October 22, 2012, as amended on January 18, 2019, (the “Employee Parking Agreement”) by and between the City and Assignor, pursuant to which City provides to Assignor a minimum of 180 access cards for parking spaces on the rooftop of the MidCore garage in St. Petersburg (the “Access Cards”) to be used in connection with the operation of Baywalk, now known as Sundial (the “Sundial”); and

WHEREAS, Assignee and City agree that the continuous provision of proximate and adequate employee parking is essential to the ongoing uninterrupted success of the Sundial, as currently utilized, and it’s tenants; and

WHEREAS, in order to maintain the success of Sundial and that of each individual tenant, the parties desire to continue rooftop employee parking after Assignee acquires Sundial from Assignor; and

WHEREAS, subject to the written consent of the City, Assignor desires to assign all of its right, title, and interest in and to the Employee Parking Agreement to Assignee and Assignee is willing to accept the assignment and to assume and be fully responsible for all the obligations of Assignor under the Employee Parking Agreement, as amended, from and after the Effective Date; and

WHEREAS, the City is willing to enter into this Assumption and Amendment to grant its prior written consent to Assignor’s assignment of the Employee Parking Agreement to Assignee on the terms set forth herein; and

WHEREAS, the City and Assignee agree to certain modifications to the Employee Parking Agreement; and

WHEREAS, Assignor, Assignee, and the City desire to enter into this Assumption and Amendment in order to evidence and accomplish the purposes set forth in the above recitals as of the Effective Date.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor, Assignee, and the City do hereby covenant and agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignment. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee, all of Assignor's right, title, and interest, in, to, and under the Employee Parking Agreement, expressly subject to the rights and privileges of the City under the Employee Parking Agreement arising prior to the Effective Date of this Assumption and Amendment.

2. Assumption. Assignee hereby assumes and agrees to pay, perform, fulfill, and comply with all covenants and obligations (including, without limitation, all parking fees) to be paid, performed, fulfilled, or complied as if Assignee was the original party to the employee Parking Agreement under the Employee Parking Agreement arising from and after the Effective Date of this Assumption and Amendment.

3. Liability.

(a) It is specifically agreed between Assignor and Assignee that Assignee shall be responsible to the City under the Employee Parking Agreement for the discharge and performance of any and all duties and obligations to be performed and/or discharged by Assignee under the Employee Parking Agreement arising from and after the Effective Date of this Assumption and Amendment. By accepting this Assumption and Amendment and by its execution hereof, Assignee hereby assumes and agrees to save, defend, indemnify, and hold harmless Assignor from and against any and all demands, claims, causes of action, actions, losses, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and court costs) arising or accruing as a result of Assignee's failure to discharge or perform any and all duties and obligations to be performed and/or discharged by Assignee under the Employee Parking Agreement arising from and after the Effective Date of this Assumption and Amendment.

(b) It is specifically agreed between Assignor and Assignee that Assignor shall remain fully liable to the City for the performance of all of the terms, covenants, and conditions to be performed and/or discharged by Assignor under the Employee Parking Agreement arising prior to the Effective Date of this Assumption and Amendment, and Assignor hereby agrees to save, defend, indemnify, and hold harmless Assignee from and against any and all demands, claims, causes of action, actions, losses, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and court costs) arising or accruing as a result of Assignor's failure to discharge or perform the terms, covenants, and conditions to be performed and/or discharged by the Assignor under the Employee Parking Agreement arising prior to the Effective Date of this Assumption and Amendment.

4. Assignor Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor's right, title, and interest in and to the Employee Parking Agreement is free of any and all liens, charges, or encumbrances of any kind or nature whatsoever.

(b) There are no leases, subleases, licenses, or other rights of use of any portion of the parking spaces other than the Employee Parking Agreement.

(c) Assignor has not previously assigned, transferred, or conveyed all or any part of its right, title, or interest under the Employee Parking Agreement to any other person.

(d) The Employee Parking Agreement is valid and subsisting and in full force and effect in accordance with its terms.

(e) Neither Assignor nor, to Assignor's knowledge, the City, is in default under any provision of the Employee Parking Agreement, and no event has occurred, which with the passage of time or the giving of notice would constitute a default by the City.

(f) Assignor has performed all obligations that are required of Assignor under the Employee Parking Agreement that have accrued as of the Effective Date.

5. City's Consent to Assignment and Release of Assignor. The City, by its execution below, hereby consents to the assignment of the Employee Parking Agreement by Assignor to Assignee, and the assumption by Assignee of Assignor's interest in the Employee Parking Agreement. Additionally, the City hereby consents to such further assignment by Assignee to either (i) a management company or (ii) an association created to manage and/or operate Sundial as Assignee deems appropriate. Further, the City hereby releases Assignor from any and all covenants and obligations of the Assignor under the Employee Parking Agreement to be paid, performed, fulfilled, or complied with under the Employee Parking Agreement arising from and after the Effective Date of this Assumption and Amendment. However, the City does not release Assignor from any liability alleged or claimed to be arising from or related to Assignor's performance of the Employee Parking Agreement prior to the Effective Date.

6. City Estoppel. The City hereby ratifies and confirms all of the terms, covenants, and conditions of the Employee Parking Agreement, including as amended herein, and acknowledges that the Employee Parking Agreement shall continue to remain in full force and effect in all respects from and after the assignment of the Employee Parking Agreement from Assignor to Assignee being effected by this Assumption and Amendment. The City acknowledges and agrees that, to the best of its knowledge, Assignor is not in default of any obligations under the Employee Parking Agreement prior to the Effective Date of this Assumption and Amendment.

AMENDMENT

7. Amendment. Assignee and the City hereby agree to amend the Employee Parking Agreement as follows.

(a) Paragraph 4 of the Employee Parking Agreement, TERM, is deleted in its entirety and replaced as follows:

4 **TERM AND TERMINATION.** This Agreement shall expire on December 31, 2047; however, the Parties shall cooperate and negotiate in good faith if the Parties desire to extend this Agreement beyond the expiry date. Notwithstanding as much, if at any time the Sundial is not solely an Entertainment Oriented Retail Center, this Agreement will automatically and immediately terminate with no notice required. For purposes of this Agreement, Entertainment Oriented Retail Center shall mean a retail shopping center with office use of no more than thirty percent (30%) of all on-site, leasable space and no residential use.

(b) Paragraph 5.1 of the Employee Parking Agreement is deleted in its entirety and replaced as follows:

5.1 Parking spaces are located in the parking garage located on the north side of 1st Avenue North between 1st Street North and 2nd Street North (“**Sundial Garage**”). City shall provide PV-Pelican Walk, LLC 180 Access Cards to be issued to Parkers by PV-Pelican Walk, LLC, without any additional surcharge for \$30 per card, plus sales tax, per month (“**Parking Fee**”). The City reserves the absolute right to revoke or deny renewing an Access Card to a Parker that the City, in its sole discretion, believes to have violated proper use of the parking facility. Lost Access Cards shall incur a replacement fee equal to the then current replacement fee. Parkers who are eligible for access cards shall be limited to Sundial-related staff (including employees and staff of the tenants at Sundial) as well as contracted staff working on-site such as security officers.

(c) A new Paragraph 5.3 is added to the Employee Parking Agreement as follows:

5.3 The City may continue to allow public parking throughout the garage, including the rooftop, but shall work with the garage facility operator to ensure that the rooftop is not over-sold to the public such that an assigned Sundial rooftop Parker is denied access. Should the rooftop parking be oversold, the City and garage facility operator will take prompt action to attempt to prevent a recurrence of such on a regular basis. Any parking associated with Sundial not specified in this Agreement shall have access to the garage on a first-come, first-served market-rate basis as is the general public.

(d) Paragraph 7 of the Employee Parking Agreement is deleted in its entirety and replaced as follows:

7. **PARKING FEE ADJUSTMENT.** Parking Fees shall be increased to \$35 plus sales tax on January 1, 2027 and every 5 years thereafter by \$5 each time, plus sales tax, for the term of this Agreement.

(e) All instances in the Employee Parking Agreement referring to Loan Ranger Acquisitions, LLC, as identified by the defined term “LRA”, shall be replaced by references to “PV-Pelican Walk, LLC”, which shall be the new defined term for same. All instances of the defined term “BayWalk” shall be replaced by the new defined term

“Sundial”, which shall refer to the same property as identified in the Employee Parking Agreement.

(f) All terms and conditions of the Employee Parking Agreement that are not modified in this Second Amendment shall remain in full force and effect.

MISCELLANEOUS PROVISIONS

8. Authority. Each party to this Assumption and Amendment represents and warrants to the other parties to this Assumption and Amendment that it is duly authorized to enter into this Assumption and Amendment and/or to execute the applicable assignment, assumption, and/or consent provisions set forth herein and perform its respective obligations hereunder without the consent or approval of any other person or party, and that the person signing this Assumption and Amendment on its respective behalf is duly authorized to sign on behalf of such party.

9. Disclaimer. The transfer and assignment set forth herein is made by Assignor without any express or implied representation or warranty of any kind or nature, except as expressly set forth in this Assumption and Amendment.

10. No Third-Party Beneficiaries. Nothing in this Assumption and Amendment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the named parties to this Assumption and Amendment, any rights, remedies, obligations, or liabilities.

11. Binding Effect and Interpretation. This Assumption and Amendment shall be binding upon and inure to the benefit of Assignor, Assignee, and City and their respective successors and permitted assigns. Assignor, Assignee, and City understand, agree and acknowledge that (i) this Assumption and Amendment has been freely negotiated by all parties hereto and (ii) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Assumption and Amendment, or any of its terms or conditions, there shall not be any inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted this Assumption and Amendment, or any portion thereof.

12. Counterparts. This Assumption and Amendment may be executed in two or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one and the same instrument. A signed copy of this Assumption and Amendment (in PDF form or otherwise) delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assumption and Amendment.

13. Terms. Capitalized terms used in this Assumption and Amendment and not otherwise defined herein shall have the same meaning ascribed to those terms in the Employee Parking Agreement.

14. Entire Agreement. This Assumption and Amendment represents the entire understanding and agreement among Assignor, Assignee, and City with respect to the subject matter hereof, and no amendment or modification of this Assumption and Amendment shall be effective unless it is set forth in a writing specifically stating that it is intended to be an amendment

hereof, specifying what provision hereof is being amended thereby, and signed by each of Assignor, Assignee, and City.

15. Severability. If any term or provision of this Assumption and Amendment is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Assumption and Amendment shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Assumption and Amendment. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assumption and Amendment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

16. Governing Law. This Assumption and Amendment shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule of such jurisdiction or any other jurisdiction.

17. Interpretation. Headers, titles, paragraph numbers, and captions appearing in this Assumption and Amendment are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any paragraphs.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor, Assignee, and City have duly executed this Assumption and Amendment as of the Effective Date.

ASSIGNOR:

LOAN RANGER ACQUISITIONS, LLC,
a Florida limited liability company

By: _____
William Edwards
Chief Executive Officer

ASSIGNEE:

PV-PELICAN WALK, LLC,
a Florida limited liability company

By: _____
Charles A. Ernst, Jr.
Operating Manager

CITY:

THE CITY OF ST. PETERSBURG

By: _____
[Name]
[Title]

00606452

TERMINATION OF BAYWALK CUSTOMER PARKING VALIDATION AGREEMENT

This TERMINATION OF BAYWALK CUSTOMER PARKING VALIDATION AGREEMENT (this "Termination") is made effective as of _____, **2022** (the "Effective Date"), by and among **LOAN RANGER ACQUISITIONS, LLC**, a Florida limited liability company ("Loan Ranger"), and **THE CITY OF ST. PETERSBURG, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

RECITALS:

WHEREAS, Loan Ranger is presently the holder of rights to manage parking validations under that certain Baywalk Customer Parking Validation Agreement dated October 22, 2012 (the "Customer Agreement") by and between the City and Loan Ranger, pursuant to which the City provides to Loan Ranger the right to establish, operate, and maintain centralized guest services for validation of customer parking in the MidCore garage in St. Petersburg to be used in connection with the operation of Baywalk, now known as Sundial (the "Sundial"); and

WHEREAS, Loan Ranger and the City wish to terminate such Customer Agreement; and

WHEREAS, accordingly, Loan Ranger and the City desire to enter into this Termination in order to evidence and accomplish the purposes set forth in the above recitals as of the Effective Date.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Loan Ranger and the City do hereby covenant and agree as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated herein by this reference. As used herein, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Customer Agreement.

2. Termination. As of the Effective Date, the Customer Agreement is hereby terminated in whole. The parties specifically agree that the Sundial Property and its owner shall henceforth be released from the covenants, terms, conditions and restrictions of the Customer Agreement, and the Customer Agreement shall have no force or effect on the Sundial property from and after the Effective Date of this Termination. As of the Effective Date, each party shall thereupon be relieved of any further obligations thereunder for liability with respect thereto; provided, however, that such termination shall not operate to release or relieve either of the Parties of any obligations or liabilities on their part which accrued or existed prior to the Effective Date, and the same shall continue to be and remain the obligations and liabilities of each of them following the Effective Date of this Termination and shall survive the termination until fully and finally reconciled or extinguished by operation of law.

3. Counterparts. This Termination may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

4. Effect on Agreement. Each party hereby waives and releases the other party from any default or claims arising under the Customer Agreement after the date of this Termination. In the event of a conflict between the Customer Agreement and this Termination, the terms of this Termination shall control.

5. Governing Law and Venue. This Termination shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule of such jurisdiction or any other jurisdiction. Exclusive venue relating to this Termination shall be in Pinellas County, Florida.

[Signatures on Following Page]

IN WITNESS WHEREOF, Loan Ranger and City have duly executed this Agreement as of the Effective Date.

LOAN RANGER:

LOAN RANGER ACQUISITIONS, LLC,
a Florida limited liability company

By: _____
William Edwards
Chief Executive Officer

CITY:

THE CITY OF ST. PETERSBURG

By: _____
[Name]
[Title]

00606463



**SECOND AMENDMENT TO
MIDCORE GARAGE SECURITY SERVICES AGREEMENT**

2022

**SECOND AMENDMENT TO
MIDCORE GARAGE SECURITY SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO MIDCORE GARAGE SECURITY SERVICES AGREEMENT ("Second Amendment") effective on the _____ day of February 2022, by and between City of St. Petersburg, Florida, a municipal corporation, whose post office address is 1-4th Street North, St. Petersburg, Florida 33731, ("**City**") and Loan Ranger Management, LLC, a Florida limited liability company, whose post office address is 6090 Central Avenue, St. Petersburg, Florida 33707 ("**LRM**") an affiliate of Loan Ranger Acquisitions, LLC, a Florida limited liability company, ("**LRA**"), (collectively, "**Parties**").

RECITALS

WHEREAS, City and LRM executed a MidCore Garage Security Services Agreement on October 22, 2012, which agreement contains LRM's responsibilities for security in the MidCore Garage; and

WHEREAS, the City and LRM executed a First Amendment on September 9, 2014, to add a privately funded improvements paragraph in order for LRM to replace or enhance certain City-owned equipment in the MidCore Garage; and

WHEREAS, the MidCore Garage Security Services Agreement dated October 22, 2012, as amended by the First Amendment dated September 9, 2014 is collectively referred to as "**Agreement**"; and

WHEREAS, the City and LRM desire to amend the Agreement for a second time to change the expiration date, increase the annual service fee that the City pays LRM, and add living wage requirements.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the foregoing recitals (which are hereby incorporated into this Second Amendment and made an integral part hereof) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. PARAGRAPH 4 OF THE AGREEMENT IS AMENDED AS FOLLOWS:

4. TERM. This Agreement shall expire on December 31, 2024 ("**Term**").

2. PARAGRAPH 5 OF THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

5. SERVICE FEE.

5.1 From the Commencement Date through January 31, 2022, City shall pay LRM an annual service fee of Two Hundred Twenty-Five Thousand Dollars (\$225,000) per year, payable in monthly installments equal to 1/12 of the service fee on the Commencement Date and on the first day of each successive month thereafter, for all security services related costs and expenses of providing security guards.

5.2 From February 1, 2022 until the end of the Term, City shall pay LRM an annual service fee of Three Hundred Fifty Thousand Dollars (\$350,000) per year, payable in monthly installments equal to 1/12 of the service fee on February 1, 2022 and on the first day of each successive month thereafter, for all security services related costs and expenses of providing security guards.

5.3 The service fee shall be adjusted annually on January 1 by taking the then current and available Consumer Price Index All Items 1982-1984 ("CPI") as numerator and dividing it by the CPI on the Commencement Date of this Agreement as denominator; then multiplying the then current service fee by the result. Notwithstanding the CPI adjustment, the final adjustment shall not exceed six percent (6%) of the previous annual service fee.

3. PARAGRAPH 37 IS ADDED TO THE AGREEMENT TO READ AS FOLLOWS:

37. LIVING WAGE REQUIREMENTS. The living wage requirements set forth in St. Petersburg City Code Chapter 2, Article V, Division 9, as those requirements may be amended from time to time, (collectively, the "Living Wage Requirements") are incorporated into this Agreement as LRM's obligations under this Agreement. Accordingly, LRM shall pay its employees for any hours worked pursuant to this Agreement in accordance with the Living Wage Requirements and comply with all other Living Wage Requirements. LRM's failure to comply with the Living Wage Requirements will result in consequences for non-compliance set forth in Chapter 2, Article V of the St. Petersburg City Code.

4. FUTURE INTERPRETATION. The Parties intend for the Agreement, and this Second Amendment to be hereinafter considered and interpreted as a single document. The capitalized terms of the Agreement not otherwise defined herein shall have the same meaning as defined in the Agreement.
5. FACSIMILE/ELECTRONIC. A facsimile (fax) or electronic copy (e-mail or pdf) of this Second Amendment and any signatures thereon shall be considered for all purposes as originals.

6. ENTIRE AGREEMENT. All other terms and conditions of the Agreement not modified by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Second Amendment to be executed by its duly authorized representatives on the dates written below.

LOAN RANGER MANAGEMENT, LLC

By: _____
William Edwards

City of St. Petersburg, Florida

By: _____

Print: _____

Title: _____

(STAMP)

ATTEST:

Chandrasasa Srinivasa, City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee) 00606290

PARTIAL TERMINATION OF FINAL DISPOSITION AGREEMENT

THIS PARTIAL TERMINATION OF FINAL DISPOSITION AGREEMENT (“**Partial Termination**”) is made effective as of the _____, 2022 (“**Effective Date**”), by and among THE CITY OF ST. PETERSBURG, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (the “**City**”), the COMMUNITY REDEVELOPMENT AGENCY of the City (the “**Agency**”), and LOAN RANGER ACQUISITIONS, LLC, a Florida limited liability company (the “**Loan Ranger**”).

WITNESSETH:

WHEREAS, on June 5, 1998, the City, the Agency, Redevelopment Partners, Inc., a Florida corporation (“**Redevelopment**”), and The Sembler Company, a Florida corporation (“**Sembler**”), made and entered into that certain Final Disposition Agreement among them, as amended by certain letter amendments dated July 30, 1998, September 2, 1998, and June 1, 1998, as further amended by that certain Amendment to Final Disposition Agreement dated June 17, 1999, as further amended by that certain Second Amendment to Final Disposition Agreement dated July 1, 1999, as further amended by that certain Third Amendment to Final Disposition Agreement dated July 1, 1999, as further assigned by Sembler and Redevelopment to STP Redevelopment, LTD., a Florida limited partnership (the “**STP**”) by that certain Assignment of Final Disposition Agreement, dated August 30, 1999 (collectively, the “**Agreement**”); and

WHEREAS, pursuant to the terms of the Agreement, the City conveyed the real property described on Exhibit “A” attached hereto and incorporated herein (“**Sundial Property**”) to STP, and conveyed the real property described on Exhibit “B” attached hereto and incorporated herein (“**Movie Property**”) to Muvico Entertainment, L.L.C., a Delaware limited liability company (“**Muvico**”);

WHEREAS, Loan Ranger is a successor in interest to STP and is the current owner of the Sundial Property;

WHEREAS, Loan Ranger, the City, and the Agency desire to terminate the Agreement, including as it relates to the Sundial Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated herein by this reference. As used herein, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
2. Termination and Release of Sundial Property. As of the Effective Date of this Partial Termination, the Agreement is hereby terminated as it relates to any and all covenants, terms, conditions and restrictions associated with either Loan Ranger or its affiliates, subsidiaries, principals, or other related entities or individuals, including but not limited to any rights or liabilities which may impact the Sundial Property, in whole or in part. The parties agree the Sundial Property and its owner shall be released from the covenants, terms, conditions and restrictions of the Agreement, and the Agreement shall have no force or effect on the Sundial Property from and after the Effective Date of this Partial Termination.
3. Conditional Termination and Release of Muvico Property. Notwithstanding anything in the Agreement

to the contrary, in the event the owner of the Sundial Property (either directly or through an affiliate or subsidiary that is under common control with the owner of the Sundial Property, or through one or more of its principals) shall also own the Muvico Property, then the Agreement shall automatically terminate as it relates to the Muvico Property and any and all covenants, terms, conditions and restrictions held by any owner of same. Thereafter, the Muvico Property shall be released from the covenants, terms, conditions and restrictions of the Agreement, and the Agreement shall thereafter be deemed terminated in whole and of no further force or effect.

4. Counterparts. This Partial Termination may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.
5. Effect on Agreement. Each party hereby waives, releases, and covenants not to sue the other parties for any default or claims arising under the Agreement prior to the Effective Date of this Partial Termination. In the event of a conflict between the Agreement and this Partial Termination, the terms of this Partial Termination shall control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2022.

Signed, sealed, and delivered in
the presence of:

THE CITY OF ST. PETERSBURG, FLORIDA

By: _____

(Sign on this line)

(Legibly print name on this line)

Attest: _____

(Sign on this line)

(Legibly print name on this line)

Executed this ____ day of _____, 2022, by
the City

As to the City

Approved as to form:

(Sign on this line)

(Legibly print name on this line)
City Attorney (designee)
00606464

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG,
FLORIDA

(Sign on this line)

(Legibly print name on this line)

(Sign on this line)

(Legibly print name on this line)

As to the Agency

By: _____

Attest: _____

Executed this ____ day of _____, 2022, by
the Agency

LOAN RANGER ACQUISITIONS, LLC, a
Florida limited liability company.

(Sign on this line)

(Legibly print name on this line)

(Sign on this line)

(Legibly print name on this line)

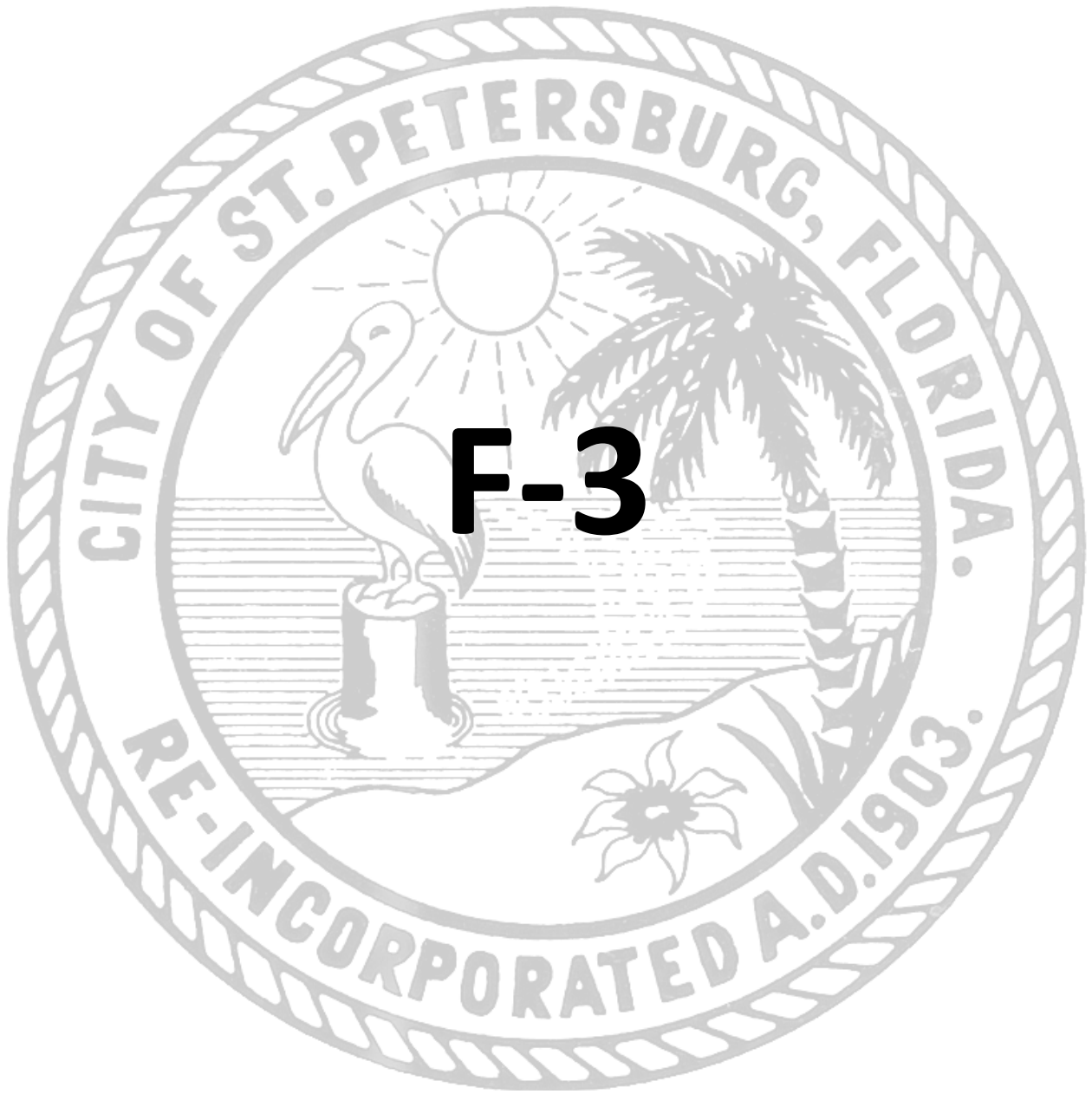
By: _____
William L. Edwards, as Manager

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by William L. Edwards, as Manager of Loan Ranger Acquisitions, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

Notary Public
Print name: _____
My commission expires: _____

The following page(s) contain the backup material for Agenda Item: Establishing Race Days for 2022 Firestone Grand Prix of St. Petersburg
Please scroll down to view the backup material.



F-3

**MEMORANDUM
CITY OF ST. PETERSBURG**

City Council Meeting of February 10, 2022

TO: The Honorable Gina Driscoll, Chair, and Members of City Council

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: To adopt a resolution pursuant to Section Three of Ordinance No. 702-G, as amended, establishing Race Days for the 2022 Firestone Grand Prix of St. Petersburg as February 24, 2022 through February 27, 2022, during which Race Zone and Clean Zone regulations and other regulations are in effect.

EXPLANATION: Pursuant to the City's Agreement with Green Savoree Racing Promotions, Inc. to produce and conduct an annual automobile race on city streets and public lands, City Council adopted Ordinance No. 702-G in December, 2004, for a racing event under State Statutes, establishing a Race Zone (e.g. areas inside the event) and a Clean Zone (e.g. areas within a one block distance outside of the Race Area). Section Three of Ordinance No. 702-G was amended by Ordinance No. 1013-G in March, 2011 to allow City Council to change Race Days by resolution and Section Three of Ordinance No. 702-G was amended in March 2015 to allow City Council to establish Race Days by resolution. The proposed resolution, pursuant to Section Three of Ordinance 702-G, as amended, establishes the Race Days for the 2022 Firestone Grand Prix of St. Petersburg to be February 24, 2022 through February 27, 2022, and the Race Days shall begin at 12:01 a.m. on February 24, 2022 and end at midnight on February 27, 2022.

RECOMMENDATION: Administration recommends City Council approval of the attached resolution.

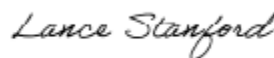
COST/FUNDING INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS:



Administration



Budget

RESOLUTION NO. 2022- ____

A RESOLUTION PURSUANT TO SECTION THREE OF ORDINANCE NO. 702-G, AS AMENDED, ESTABLISHING RACE DAYS FOR THE 2022 FIRESTONE GRAND PRIX OF ST. PETERSBURG DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G in December, 2004 which established a Race Zone and a Clean Zone and regulations to be in effect in each during the Grand Prix of St. Petersburg; and

WHEREAS, Section Three of Ordinance No. 702-G establishes the Race Days during which these Race Zone and Clean Zone regulations and other regulations shall be in effect; and

WHEREAS, Section Three of Ordinance No. 702-G was amended by Ordinance No. 1013-G in March, 2011 to allow City Council to change Race Days by resolution; and

WHEREAS, Section Three of Ordinance No. 702-G was amended in March, 2015 to allow City Council to establish Race Days by resolution; and

WHEREAS, the 2022 Firestone Grand Prix of St. Petersburg is scheduled for February 24, 2022 through February 27, 2022.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that pursuant to Section Three of Ordinance No. 702-G, as amended, the Race Days for the 2022 Firestone Grand Prix of St. Petersburg are hereby established to be February 24, 2022 through February 27, 2022, and the Race Days shall begin at 12:01 a.m. on February 24, 2022 and end at midnight on February 27, 2022.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that the Race Zone and Clean Zone regulations and other regulations shall be in effect as set forth in Ordinance No. 702-G, as amended.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee) 00605013

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Public Services and Infrastructure Committee or other relevant committee for a report on office space development in the City of St. Petersburg. (Councilmember Montanari)
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: January 28, 2022

COUNCIL DATE: February 10, 2022

RE: Office Space Development

ACTION DESIRED:

Respectfully requesting a referral to the Public Services and Infrastructure Committee or other relevant committee for a report on office space development in the City of St. Petersburg.

Ed Montanari, Council Member
District 3

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Public Services and Infrastructure Committee or other relevant committee for a discussion covering parking requirements for multi-family dwellings located in Downtown St. Petersburg. (Councilmember Montanari)
Please scroll down to view the backup material.



G-2

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: January 28, 2022

COUNCIL DATE: February 10, 2022

RE: Parking Requirements

ACTION DESIRED:

Respectfully requesting a referral to the Public Services and Infrastructure Committee or other relevant committee for a discussion covering parking requirements for multi-family dwellings located in Downtown St. Petersburg.

Ed Montanari, Council Member
District 3

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee for a discussion on a potential ordinance to remove the Water Closet Fee for certified affordable housing. (Councilmember Gabbard – Staff Request)

Please scroll down to view the backup material.



G-3

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: February 03, 2022

COUNCIL DATE: February 10, 2022

RE: Referral to Housing, Land Use, and Transportation Committee

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee for a discussion on a potential ordinance to remove the Water Closet Fee for certified affordable housing.

This referral is a staff request and I am formally submitting this new business item as a method of informing City Council.

Council Member Gabbard
District 2

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Public Services and Infrastructure Committee for a discussion on the shared scooter program on February 24th, 2022. (Councilmember Montanari)
Please scroll down to view the backup material.



G-4

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: February 2, 2022

COUNCIL DATE: February 10, 2022

RE: Shared Scooter Program

ACTION DESIRED:

Respectfully requesting a referral to the Public Services and Infrastructure Committee for a discussion on the shared scooter program on February 24th, 2022.

Ed Montanari, Council Member
District 3

The following page(s) contain the backup material for Agenda Item: Respectfully requesting an update from the Administration on the Bipartisan Infrastructure Law at a future City Council meeting. (Chair Driscoll)
Please scroll down to view the backup material.



G-5

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: February 4, 2022

COUNCIL DATE: February 10, 2022

RE: Update on the Bipartisan Infrastructure Law

ACTION DESIRED:

Respectfully requesting an update from the Administration on the Bipartisan Infrastructure Law at a future City Council meeting.

Gina Driscoll
City Council Chair/District 6

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a discussion in a Committee of the Whole meeting regarding the City redistricting process. (Chair Driscoll)

Please scroll down to view the backup material.



G-6

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: February 4, 2022

COUNCIL DATE: February 10, 2022

RE: City redistricting process

ACTION DESIRED:

Respectfully requesting a discussion in a Committee of the Whole meeting regarding the City redistricting process.

Gina Driscoll
City Council Chair/District 6

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Public Services and Infrastructure (PS&I) Committee to research renewal options to separate operations of the Manhattan Casino and restaurant component at the lease end date either by default or contracted date. (Councilmember Figgs-Sanders)
Please scroll down to view the backup material.



G-7

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **February 3, 2022**

COUNCIL DATE: **February 10, 2022**

RE: **Manhattan Casino Renewal Options**

ACTION DESIRED:

Respectfully requesting a referral to the Public Services and Infrastructure (PS&I) Committee to research renewal options to separate operations of the Manhattan Casino and restaurant component at the lease end date either by default or contracted date.

It is and has been the request of the community to have a location to host events and special occasions. Per city documentation, the renewed support of Callaloo's new venture has been unsuccessful implementing contractual obligations with the restaurant being the most challenging. For various reasons, these challenges continuously jeopardize the most needed opportunities for an event venue for community use at reasonable rates. The Manhattan Casino will keep the legacy of its rich history by being properly managed, aligned with the St. Petersburg Coliseum and Sunken Gardens. It would affordably meet the venue need, promote local caterers and entrepreneurs registered with the City as well as generate revenue. It is also requested to identify potential options of generated revenue to contribute to affordable housing initiatives etc.

Deborah Figgs-Sanders, Council Member
District 5

The following page(s) contain the backup material for Agenda Item: Ordinance 1123-V approving the vacation of an 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo's Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area. (City File No.: DRC 19-33000023)
Please scroll down to view the backup material.



J-1



Meeting of February 10, 2022

TO: The Honorable Chair, and Members of City Council

SUBJECT: Ordinance 1123-V approving the vacation of an 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo's Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area. (City File No.: DRC 19-33000023)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the second reading and public hearing; and
- 2) Approve the attached proposed ordinance.

The Request: The request is to vacate the 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo's Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area (see attached Location Map).

First reading on this matter was January 20, 2022.

Discussion: As set forth in the attached Staff Report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plans.

The purpose of the vacation is to effectuate a commercial site plan for the property to include property owned by the applicant to the east and west of the alley in accordance with the CRA approval.

Agency Review: The application was routed to City Departments and private utility providers. There are no City-owned utilities in the alley, and no City Department, including the Sanitation, Fire or Transportation Departments, has objected to the application. The Engineering Department has requested that prior to redevelopment of the site, an additional 9 feet of the applicant's property be dedicated to widen the northern alley (between Commercial Avenue South and Central Avenue) from 11 feet to 20 feet to achieve the minimum width required by City code. As discussed later in this brief, the DRC does not support that request.

Prompted by public comment received by adjacent property owner Mr. Blake Whitney Thompson after the DRC hearing, the Transportation Department now recommends that a pedestrian easement through

the site toward 1st Avenue South be established during the site plan process, prior to the issuance of a Certificate of Occupancy.

Public Comments: The proposal received unanimous approval from the CRA and is supported by the EDGE District. The Council of Neighborhood Associations (CONA) and Federation of Inner-City Community Organizations (FICO) had no comments. There were no registered opponents to the application.

City staff received no objections to the application, although the owner of the adjacent building to the east (1180 Central Avenue), Mr. Blake Whitney Thompson, was in contact with the applicant and City Staff in February, March and April 2020 to discuss (1) a potential future pedestrian connection through the applicant's property to 1st Avenue South if the intervening CSX property becomes publicly owned, and (2) the future use of the northern alley between Commercial Avenue South and Central Avenue, between their two properties, which he would prefer to be used for pedestrians and not vehicles. With respect to these issues, Staff finds that they are best addressed during the site plan review process, rather than through the alley vacation or replat processes. A pedestrian connection through the site toward 1st Avenue South is supported by the Transportation Department.

DRC Action/Public Hearing Comments: On February 5, 2020, the DRC held a public hearing on the subject application. Only one person from the public spoke regarding the application, which was the applicant's agent.

At the public hearing, the DRC discussed the Engineering comments attached to the Staff Report which cited the Ordinance requirement for 20-foot-wide alleys and applied that requirement to the 11-foot-wide northern alley between Commercial Avenue South and Central Avenue which is not part of the vacation application. The DRC decided to recommend against a widening of the northern alley due to concerns about potential increased use of the alley by vehicles, which would enter and exit onto Central Avenue in a mid-block location, and the limited sewer utilities which remain in the alley. Because this issue represented the bulk of the comments in the Engineering review memo, that memo is considered by Staff and the DRC to have been addressed.

The DRC voted 7-0 to recommend approval of the proposed vacation.

Application Scheduling: This request would typically would have proceeded to City Council at the first regularly scheduled meeting in April 2020; however the applicant's Agent at the time, Don Mastry, Esq., requested that the matter not proceed to City Council due to potential plan changes they were contemplating internally. The EDGE Collective project was placed on hold late Spring of 2020 due to the pandemic and specifically because the financing market for hospitality had completely shut down to new projects at that time. After not seeing viable alternatives for hotel financing, the applicant elected to stop spending additional funds on the project as designed and focus on potential alternative uses and directions. They investigated the possibility of developing multifamily on the site, fielded many offers to potentially sell the property and developed an outdoor market use to try to give small businesses an opportunity at entry level space. In the late Summer of 2021, after weighing all the options, they determined that the best use for the site was still a hotel-based mixed-use site plan. The applicant has now, post-pandemic, decided to proceed with a substantially similar site plan.

RECOMMENDATION:

The Administration recommends **APPROVAL** of the right-of-way vacation, subject to the following conditions:

1. A replat of the area is required. Per 16.40.140.2.1.F, all vacated rights-of-way and abutting properties shall be replatted, prior to the vacation becoming effective.
2. During the site plan process and prior to the issuance of a Certificate of Occupancy, the recommendation for a pedestrian easement through the site toward 1st Avenue South shall be addressed.
3. Any required relocation of existing utilities shall be at the expense of the applicant.
4. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s).
5. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Ordinance including "Exhibit A," Location Map, DRC Staff Report

ORDINANCE NO. 1123-V

AN ORDINANCE APPROVING THE VACATION OF AN 11-FOOT-WIDE NORTH/SOUTH ALLEY BETWEEN LOTS 20 AND 21 OF MCADOO'S REPLAT OF 1921, LOCATED BETWEEN COMMERCIAL AVENUE SOUTH AND 1ST AVENUE SOUTH IN THE EDGE DISTRICT, WITHIN THE INTOWN WEST REDEVELOPMENT AREA; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following rights-of-way are hereby vacated as recommended by the Administration. The Development Review Commission recommended approval of the application on February 5, 2020. (City File No. DRC 19-33000023):

Attached Sketch and Legal Descriptions - Exhibit "A" – 2 pages.

Section 2. The above-mentioned rights-of-way are not needed for public use or travel.

Section 3. The vacation is subject to and conditional upon the following:

1. A replat of the area is required. Per 16.40.140.2.1.F, all vacated rights-of-way and abutting properties shall be replatted, prior to the vacation becoming effective.
2. A pedestrian easement through the site toward 1st Avenue South shall be established during the site plan process, prior to the issuance of a Certificate of Occupancy.
3. Any required relocation of existing utilities shall be at the expense of the applicant.
4. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s).
5. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Michael J. Dema
LEGAL

/s/ Elizabeth Abernethy
PLANNING &
DEVELOPMENT SERVICES DEPARTMENT

SKETCH AND DESCRIPTION

NOT A BOUNDARY SURVEY
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

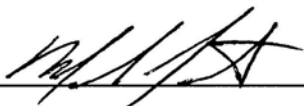
11 FOOT ALLEY TO BE VACATED

THAT PORTION OF AN 11 FOOT ALLEY LYING EASTERLY OF LOT 20, SOUTHERLY OF COMMERCIAL AVENUE SOUTH, WESTERLY OF LOT 21 AND NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF 1ST AVENUE SOUTH, ALL AS SHOWN IN MCADOO'S REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 31, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE ABOVE DESCRIBES AN AREA OF 0.023 ACRES OR 982 SQUARE FEET, MORE OR LESS.

NOTES:

1. I, MARK G. LEIST, HEREBY CERTIFY THAT THIS SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
2. THE USE OF THIS DOCUMENT'S FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK CORPORATION, AN NV5 COMPANY. © 2019 BOCK AND CLARK CORPORATION, AN NV5 COMPANY



09-04-2019
DATE

MARK G. LEIST
REGISTRATION NO. PSM 5836
IN THE STATE OF FLORIDA
DATE OF SKETCH: APRIL 4, 2019
DATE OF LAST REVISION: AUGUST 9, 2019
SKETCH & DESCRIPTION PREPARED BY:
BOCK & CLARK CORP., AN NV5 COMPANY L.B. 7386
8111 BLAIKIE COURT, SUITE B
SARASOTA, FL 34240
PHONE: (800) 787-8395
FAX: (941) 379-3083
EMAIL: mvukoder@bockandclark.com

NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH SURVEYOR'S EMBOSSED SEAL



Bock & Clark Corporation
an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)

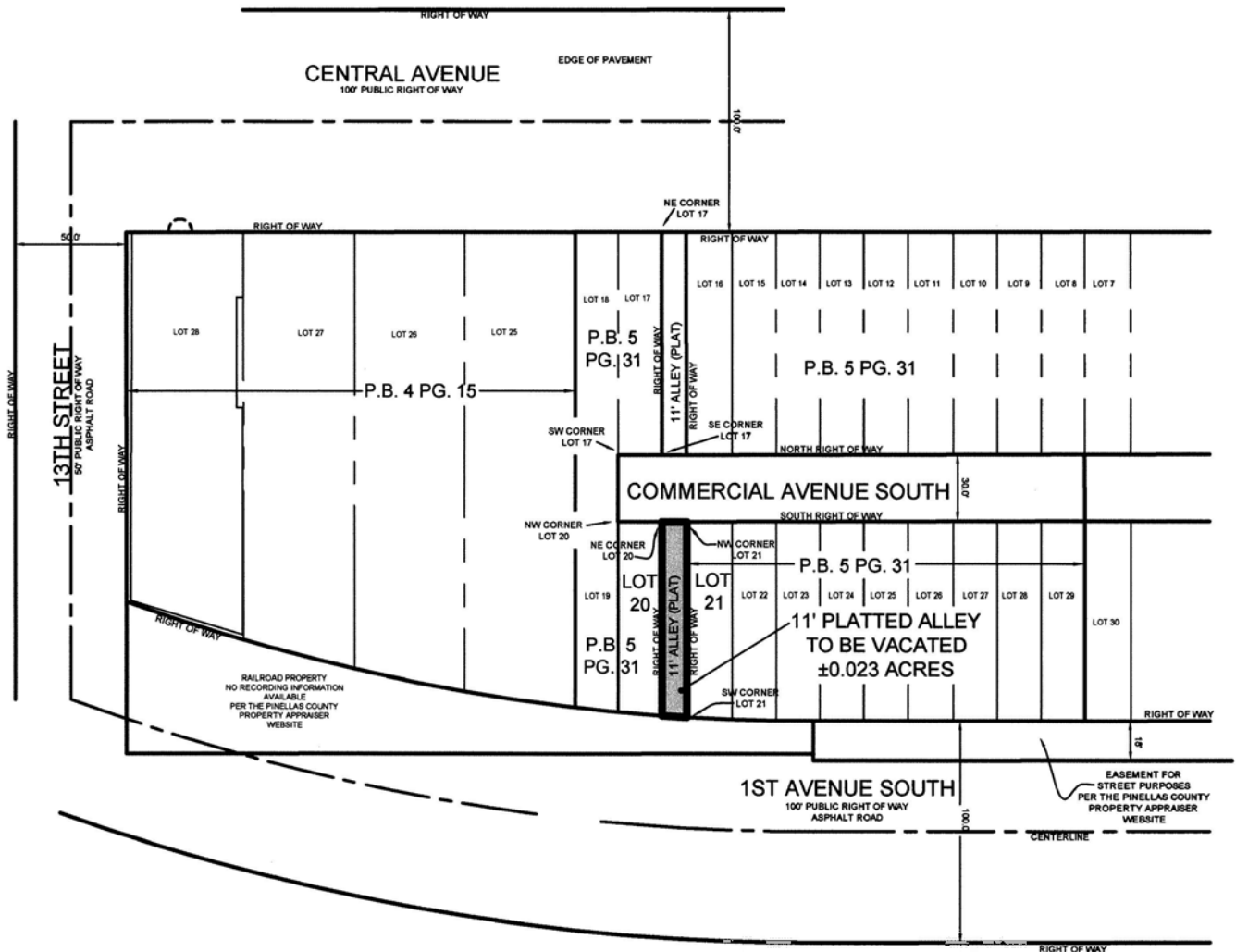
3550 W. Market Street, Suite 200, Akron, Ohio 44333

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

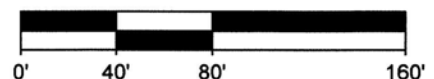
SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

SHEET 1 OF 2
NETWORK PROJECT NO. 201805552-001

SKETCH AND DESCRIPTION
 NOT A BOUNDARY SURVEY
 SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



SCALE: 1" = 80'



SHEET 2 OF 2
 NETWORK PROJECT NO. 201805552-001

Bock & Clark Corporation
 an NV5 Company

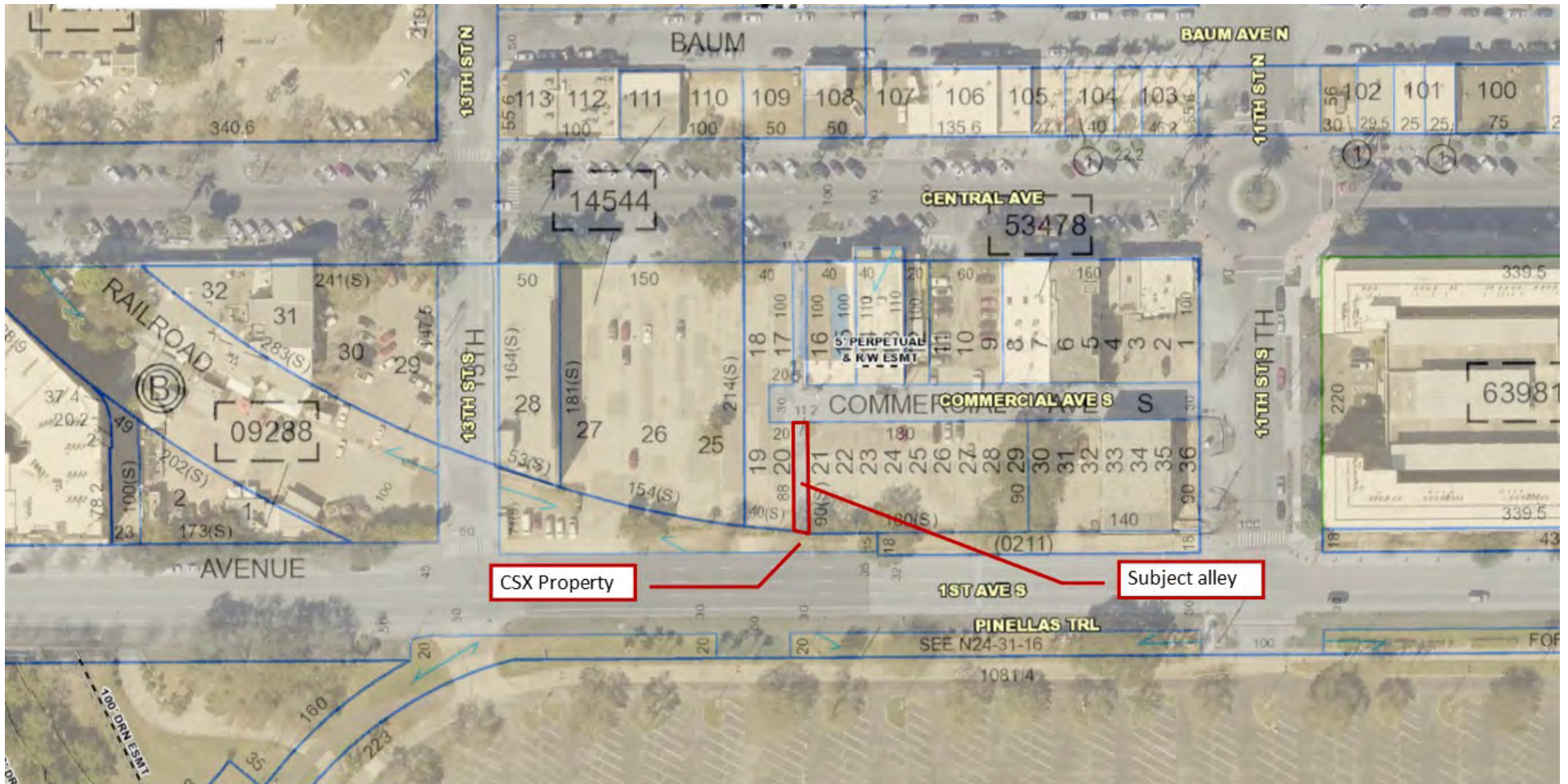
NV5

Transaction Services 1-800-SURVEYS (787-8397)

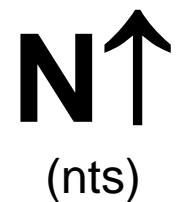
3550 W. Market Street, Suite 200, Akron, Ohio 44333

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT



Aerial Location Map
 City of St. Petersburg, Florida
 Planning and Development Services Department
 Case No.: 19-33000023
 Address: Southwestern Terminus of Commercial Ave. S.





**CITY OF ST. PETERSBURG
PLANNING & DEVELOPMENT SERVICES DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

According to Planning & Development Services Department records, **Commissioner Calvin Samuel** resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT, for Public Hearing and Executive Action on **February 5, 2020 at 2:00 P.M.** at The Sunshine Center (Auditorium), 330 5th Street North, St. Petersburg, Florida.

CASE NO.:	I9-33000023	PLAT SHEET:	G-2
REQUEST:	Approval of a vacation of an 11-foot alley between Commercial Avenue South and the CSX Transportation, Inc. property north of 1 st Avenue South, between Lots 20 and 21 of McAdoo's Replat.		
OWNER:	Collective Edge, LLC c/o PTM Partners, LLC 6619 South Dixie Highway, Unit 589 South Miami, Florida 33143		
AGENT:	Craig Taraszki Johnson, Pope, Bokor, Ruppel & Burns, LLP 333 3 rd Avenue North, Suite 200 Saint Petersburg, Florida 33701		
ADDRESSES AND PARCEL ID NOS.:	Southwestern Terminus of Commercial Avenue South 24-31-16-53478-000-0170 and 24-31-16-53478-000-0210		
ZONING:	Downtown Center (DC-1)		

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate an 11-foot-wide alley between Lots 20 and 21 of McAdoo's Replat of 1921. The alley is located just south of Commercial Avenue South in the EDGE District, within the Intown West Redevelopment Area. The alley is adjoined by Lots 20 and 21

which are both owned by the Applicant. The CRA unanimously approved the site plan related to this vacation at its hearing on December 12, 2019.

The area proposed for vacation is depicted on the attached maps (see Attachment A and B) and the Sketch and Description (Attachment C). The alley is 89.27 feet long by 11 feet wide (982 square feet). See photos of the area in Attachment D.

The purpose of the vacation is to effectuate a commercial site plan for the property to include property owned by the applicant to the east and west of the alley in accordance with the CRA approval (see Attachment E for the site plan reference drawing).

Analysis. Staff's review of a vacation application is guided by:

- A. The City's Land Development Regulations (LDR's);
- B. The City's Comprehensive Plan; and
- C. Any adopted neighborhood or special area plans.

The Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public rights-of-way. In this case, the material submitted by the applicant does provide background or analysis supporting a conclusion that vacating the subject rights-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations

Section 16.40.140.2.1.E of the LDR sets forth the criteria for the review of proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. The need for easements for public utilities including stormwater drainage and pedestrian easements to be retained or required to be dedicated as requested by the various departments or utility companies.

The application was routed to City Departments and private utility providers. No City Department, including the Sanitation, Fire or Transportation Departments, has objected to the application. Engineering has identified two issues to be addressed prior to redevelopment of the site (see Attachment F for the Engineering Review Memo dated January 14, 2020).

In terms of private utility providers, there were also no objections to the application, however CenturyLink has not yet responded to a request for comment. A Condition of Approval has been added requiring an easement to this utility should any of their assets be identified within the area of vacation.

2. Whether the vacation would cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record.

If the alley is vacated, primary access to the surrounding properties will continue to be via public streets including Central Avenue and Commercial Avenue South. The vacation will not deny access to any lot of record.

3. *Whether the vacation would adversely impact the existing roadway network, such as creating dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or districts.*

The vacation will not impact the existing roadway network or create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods. The area is not located in a designated historic neighborhood.

The subject alley is currently a dead-end right-of-way which extends from Commercial Avenue South to the CSX Transportation property just north of 1st Avenue South. It is not currently utilized as an alley, it is part of a striped parking lot (see photos in Attachment D). Commercial Avenue South is an existing dead-end street connected to the subject alley as well as an 11-foot alley to the north which connects to Central Avenue. If the subject alley is vacated, the street system will continue to function as it currently does. The northern alley is not proposed for vacation.

4. *Whether the easement is needed for the purpose for which the City has a legal interest and, for rights-of-way, whether there is a present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.*

No City Department or current planning document has identified the alley as necessary for present or future public vehicular or pedestrian access. This is discussed in further detail in Section B, below.

All utility companies with facilities within the right-of-way will require easements for maintenance and access to their assets if the alley is vacated.

5. *The POD, Development Review Commission, and City Council may also consider any other factors affecting the public health, safety, or welfare.*

The applicant's site plan, which includes a depiction of a vacated alley, has been approved by the CRA and is supported by the EDGE District. This is discussed in further detail in Section B, below.

B. Comprehensive Plan

The City's current Comprehensive Plan contains Goals, Objectives and Policies related to land use and transportation. Those applicable to the subject application have been identified below in italics. Commentary regarding whether the application advances the Goals, Objectives and Policies, or hinders achievement of same is provided after.

1. Goals, Objectives and Policies from the Land Use Element applicable to the subject application include:

Land Use Element Goals:

- *(2) Protect and enhance the fabric and character of neighborhoods;*
- *(4) Assure that services and facilities are provided at the adopted level of service concurrent with existing and future demand; and*

- (5) *Attain the highest level of economic well-being possible for the city and its citizens.*

Response to LU Goals 2, 4 and 5: The application would not impair the foregoing goals of the Land Use Element. Because vacation of the alley is associated with a commercial redevelopment project, the application would advance economic development goal #5 by providing the type of redevelopment project the City seeks for this area.

2. Goals, Objectives and Policies from the Transportation Element applicable to the subject application include:

Obj. T2: The City shall protect existing and future transportation corridors from encroachment.

Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

Response to TE Policy T2.4: Approval of the application would not impair the intent and purpose of this policy because it has been determined that the alley is not required for present or future public use as an alley. Approval of the site plan for the property by the CRA indicates that the proposed use of the alley for private development in this redevelopment area is a suitable use.

C. Adopted Neighborhood or Special Area Plans

This area is included in the Intown West Redevelopment Plan and the EDGE District Improvement Plan (2016). As previously noted, the proposed project's site plan was approved by the CRA as a redevelopment project suitable for the area. The EDGE District Improvement Plan shows the alley in several of its renderings, however the renderings appear to be simply acknowledging the existing nature of the alley. There is no specific reference to the alley or its retention. The Improvement Plan does, however, appear to call out the area along Brooker Creek to the west of this site, were it to become public land in the future, as the place where a pedestrian connection between Central Avenue and 1st Avenue South is preferred.

The two concept plans for the Tropicana Field area also do not show a pedestrian or other connection between the stadium area and the subject alley. See Attachment G for images from the EDGE District Improvement Plan and the Tropicana Field area plans.


Comments from Agencies and the Public. The EDGE District supports the application (see Attachment H for the application including signed Public Participation Report). As of January 17, 2020, City Staff has received no other comments from the public on the application, including CONA and FICO.

RECOMMENDATION. Staff recommends **APPROVAL** of the proposed alley vacation, and the following conditions of approval:

1. A replat of the area is required. Per 16.40.140.2.1.F, all vacated rights-of-way and abutting properties shall be replatted, prior to the vacation becoming effective.

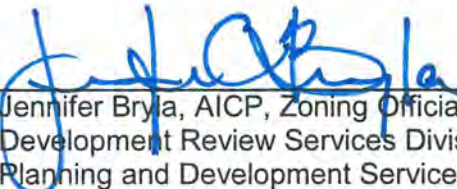
2. The comments in the Engineering Review Memo dated January 14, 2020 shall be addressed prior to redevelopment of the site.
3. Any required relocation of existing utilities shall be at the expense of the applicant.
4. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s).
5. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.
6. Prior to recording the vacation ordinance, the Applicants shall provide a letter of no objection from WOW! and CenturyLink. If these entities do have facilities in the rights-of-way, the Applicants shall either relocate the facilities or provide an easement acceptable to the respective utilities.

REPORT PREPARED BY:


Cheryl Bergario, AICP, LEED Green Assoc., Planner II
Development Review Services Division
Planning & Development Services Department

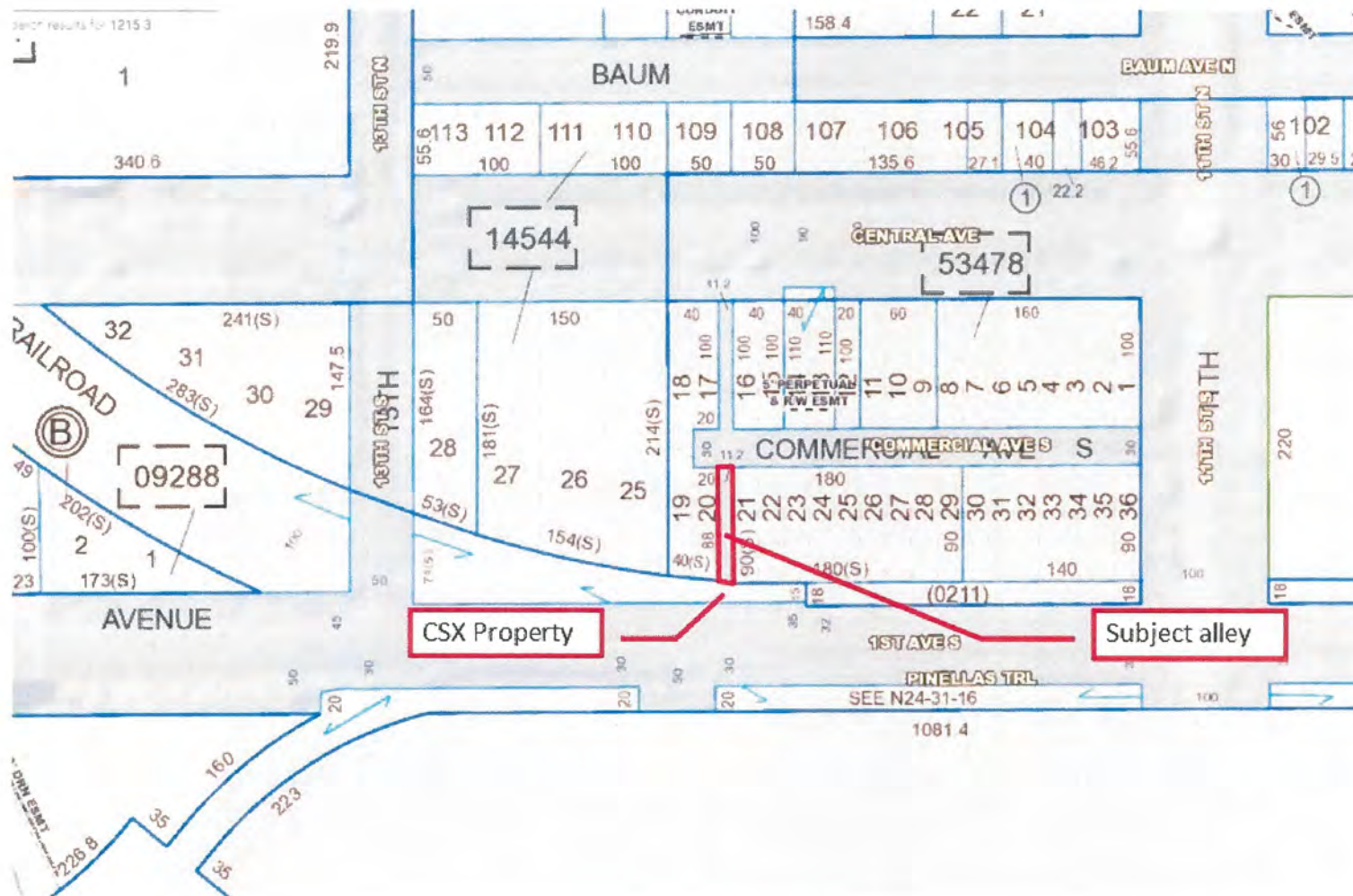
1/24/20
DATE

REPORT APPROVED BY:


Jennifer Bryla, AICP, Zoning Official (POD)
Development Review Services Division
Planning and Development Services Department

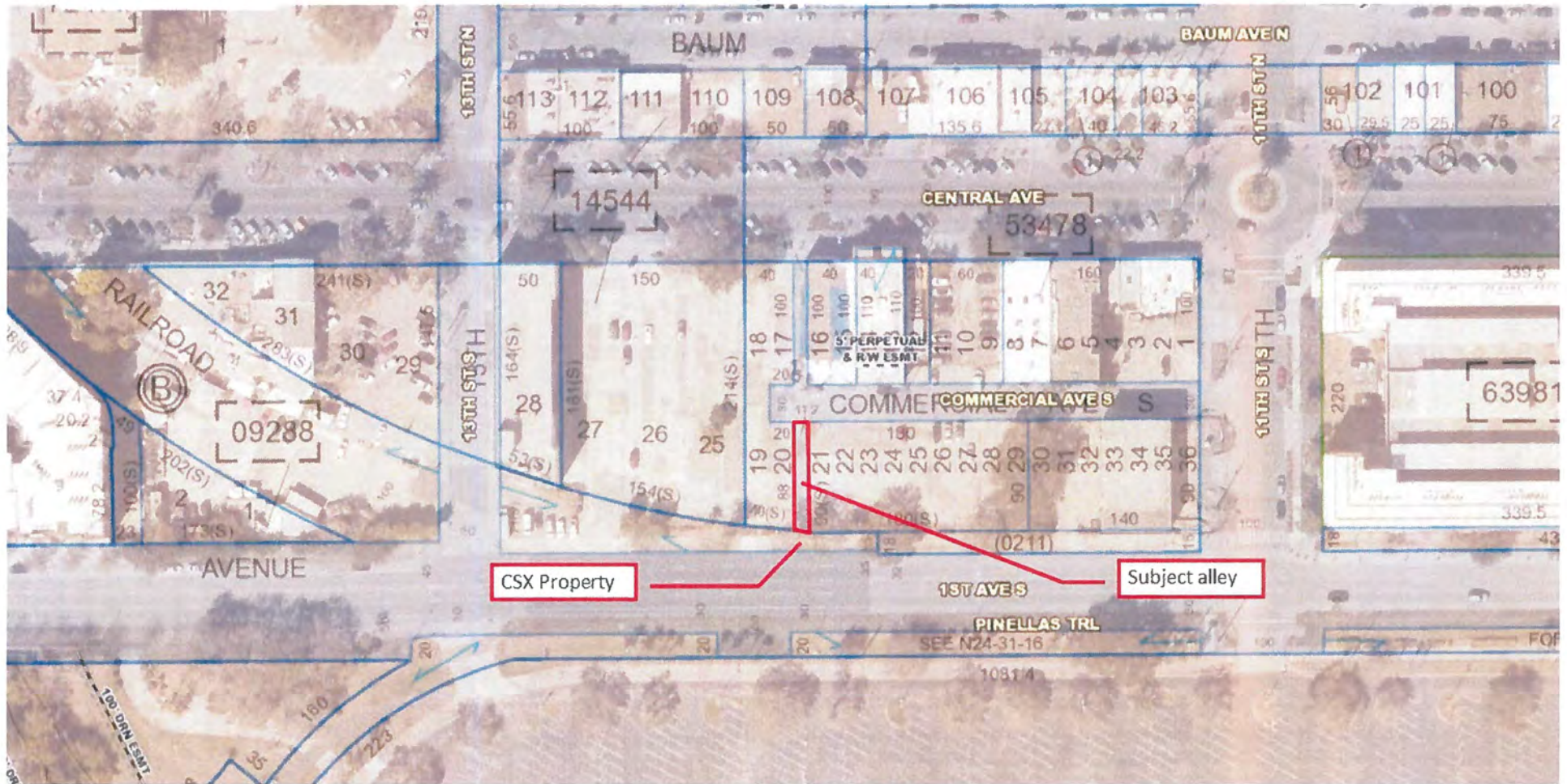
1.23.20
DATE

Attachments: A – Parcel Map, B – Aerial Map, C – Alley Sketch and Description, D – Photos, E- Site Plan Reference Drawing, F – Engineering Review Memo dated January 14, 2020, G – Relevant Planning Document Images, H – Application Including Public Participation Report



ATTACHMENT A
 Parcel Location Map
 City of St. Petersburg, Florida
 Planning and Development Services Department
 Case No.: 19-33000023
 Address: Southwestern Terminus of Commercial Ave. S.





ATTACHMENT B
Aerial Location Map
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 19-33000023
Address: Southwestern Terminus of Commercial Ave. S.



ATTACHMENT C

SKETCH AND DESCRIPTION

NOT A BOUNDARY SURVEY

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

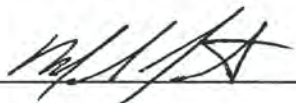
11 FOOT ALLEY TO BE VACATED

THAT PORTION OF AN 11 FOOT ALLEY LYING EASTERLY OF LOT 20, SOUTHERLY OF COMMERCIAL AVENUE SOUTH, WESTERLY OF LOT 21 AND NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF 1ST AVENUE SOUTH, ALL AS SHOWN IN MCADOO'S REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 31, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE ABOVE DESCRIBES AN AREA OF 0.023 ACRES OR 982 SQUARE FEET, MORE OR LESS.

NOTES:

1. I, MARK G. LEIST, HEREBY CERTIFY THAT THIS SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
2. THE USE OF THIS DOCUMENT'S FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK CORPORATION, AN NV5 COMPANY. © 2019 BOCK AND CLARK CORPORATION, AN NV5 COMPANY



09-04-2019
DATE

MARK G. LEIST
REGISTRATION NO. PSM 5836
IN THE STATE OF FLORIDA
DATE OF SKETCH: APRIL 4, 2019
DATE OF LAST REVISION: AUGUST 9, 2019
SKETCH & DESCRIPTION PREPARED BY:
BOCK & CLARK CORP., AN NV5 COMPANY L.B. 7386
8111 BLAIKIE COURT, SUITE B
SARASOTA, FL 34240
PHONE: (800) 787-8395
FAX: (941) 379-3083
EMAIL: mvukoder@bockandclark.com

NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH SURVEYOR'S EMBOSSED SEAL



Bock & Clark Corporation
an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)

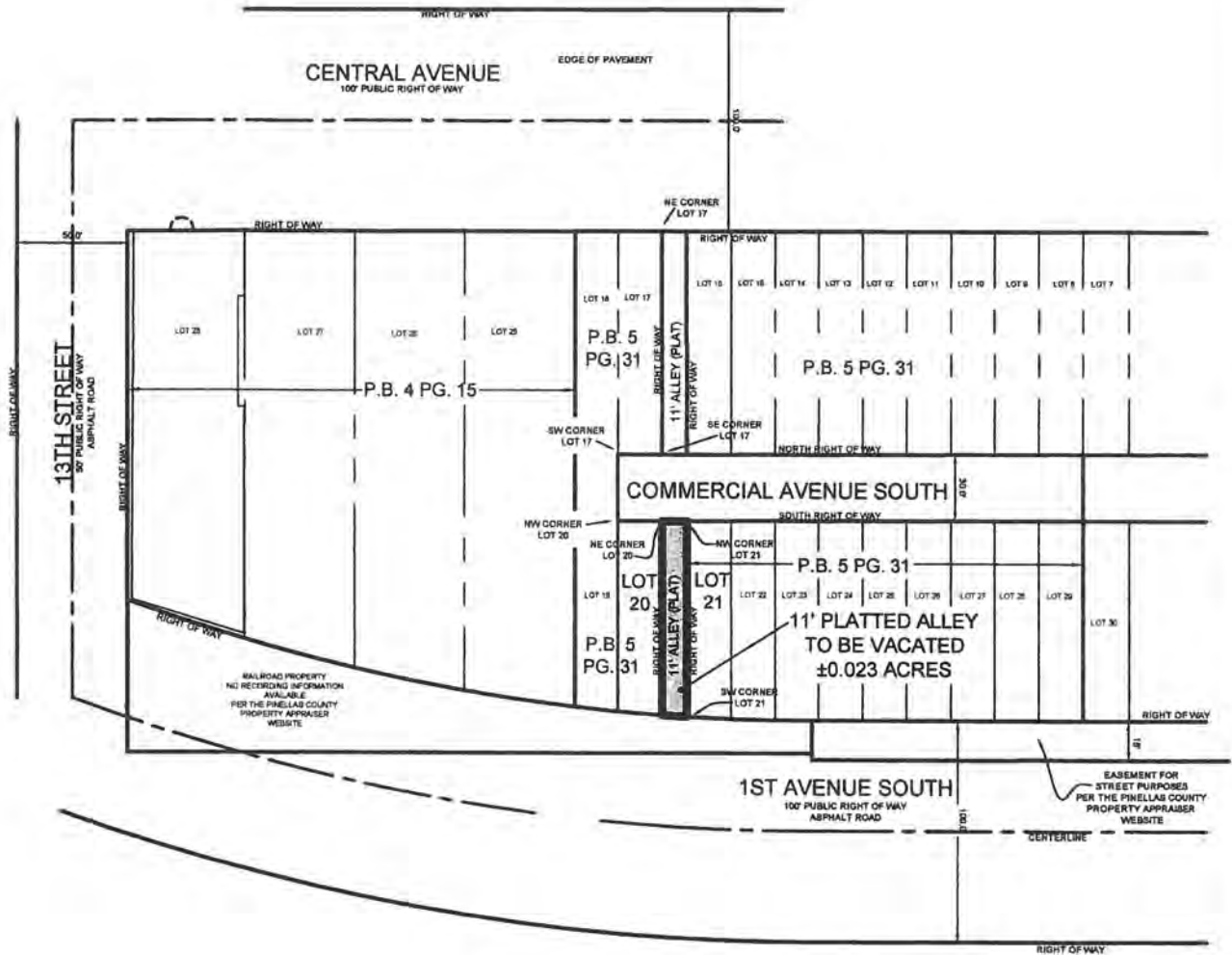
3550 W. Market Street, Suite 200, Akron, Ohio 44333

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

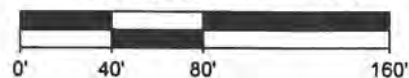
SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

SHEET 1 OF 2
NETWORK PROJECT NO. 201805552-001

SKETCH AND DESCRIPTION
 NOT A BOUNDARY SURVEY
 SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



SCALE : 1" = 80'



SHEET 2 OF 2

NETWORK PROJECT NO. 201805552-001

Bock & Clark Corporation
 an NV5 Company

N|V|5

Transaction Services 1-800-SURVEYS (787-8397)

3550 W. Market Street, Suite 200, Akron, Ohio 44333

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

ATTACHMENT D—PHOTOS



View to alley from Commercial Ave. S.



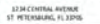
View to alley from CSX property (sidewalk) on 1st Ave. S.



View from alley across 1st Ave. S.



Looking eastward along Commercial Ave. S.



NOT FOR CONSTRUCTION

ATTACHMENT E

ATTACHMENT F

MEMORANDUM

CITY OF ST. PETERSBURG

ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT (ECID)

TO: Iris Winn, Administrative Clerk, Development Services
Jennifer Bryla, Zoning Official, Development Review Services
Cheryl Bergailo, Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: January 14, 2020

SUBJECT: Alley Vacations

FILE: 19-33000023

LOCATION AND PIN: Southwestern terminus of Commercial Ave. South
24/31/16/53478/000/0170
24/31/16/53478/000/0210

ATLAS: G-2 **Zoning:** Downtown Center (DC-1)

REQUEST: Approval to vacate the 11-foot alley between Commercial Avenue South and the CSX Transportation, Inc. property north of 1st Avenue South, between Lots 20 and 21 of McAdoo's Replat to facilitate redevelopment of the parcel.

COMMENTS: The Engineering & Capital Improvements Department (ECID) has no objection to the vacation request provided the following comments are addressed as part of the redevelopment plan for this site:

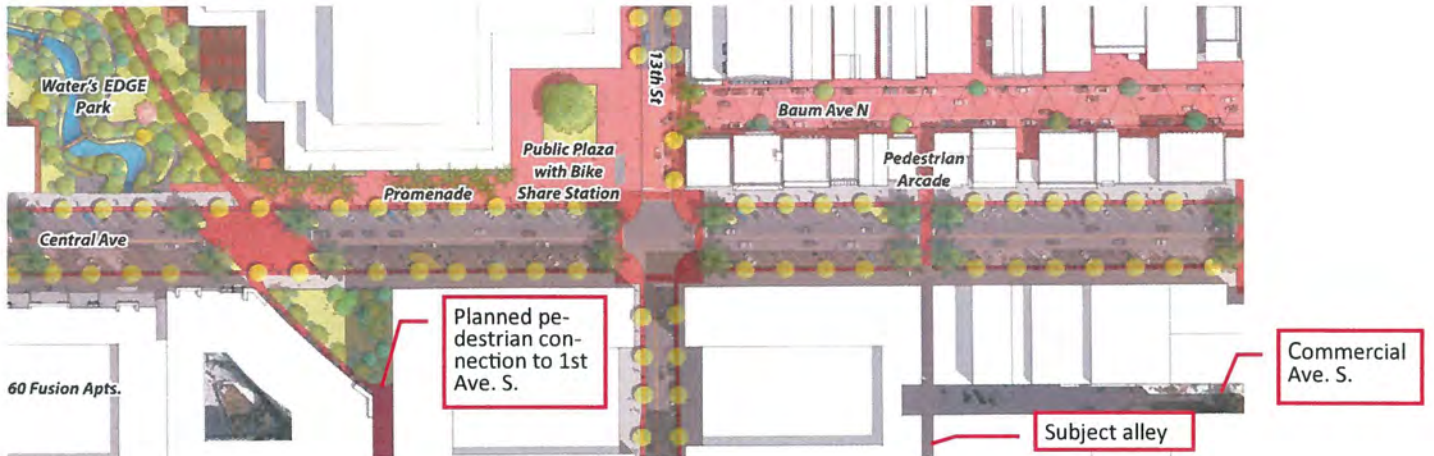
1. City utility records indicate that the City does not have public infrastructure within the portion of the north/south alley *south* of Commercial Avenue South, so there is no public need to retain easement over this vacated alley.
2. However, it is noted that the remaining north/south alley *north* of Commercial Avenue South, is also only 11-feet wide. City Land Development Code Section 16.40.140.4.3 requires downtown district alleys to have a minimum width of 20-feet, and to be paved. Prior to redevelopment of this site, ECID recommends that an additional 9-feet of alley right of way be dedicated adjacent to the western boundary of this remaining alley extending from Commercial Avenue South to Central Avenue to meet this code requirement. Additional corner radius right of way shall also be provided at the intersection of the north/south alley with Commercial Avenue South sufficient to accommodate the turning radius for sanitation vehicles. With submittal of the redevelopment plan, the applicant's Engineer of Record must provide a pavement design for the alley connection to Commercial Avenue South with overlay showing the paving can accommodate the truck turning motions and the applicant shall pave the north south alley to meet current City ECID standards and specifications as necessary to accommodate this vehicular movement. Necessary design, permitting, and construction shall be at the sole expense of the developer.
3. The widening of the north/south alley right of way noted in #2 above, will also provide additional needed easement for the existing north/south 8" public sanitary sewer main and public manhole structure G2-170, which are located within the north/south alley, north of Commercial Avenue South. City standards requires the dedication of a minimum 20-foot wide easement centered over sanitary sewer mains to provide adequate space for sanitary sewer maintenance and replacement in the future.

The Engineer of Record the City has no utilities within the alley and has no need for a utility easement in place of the vacated alley right-of-way.

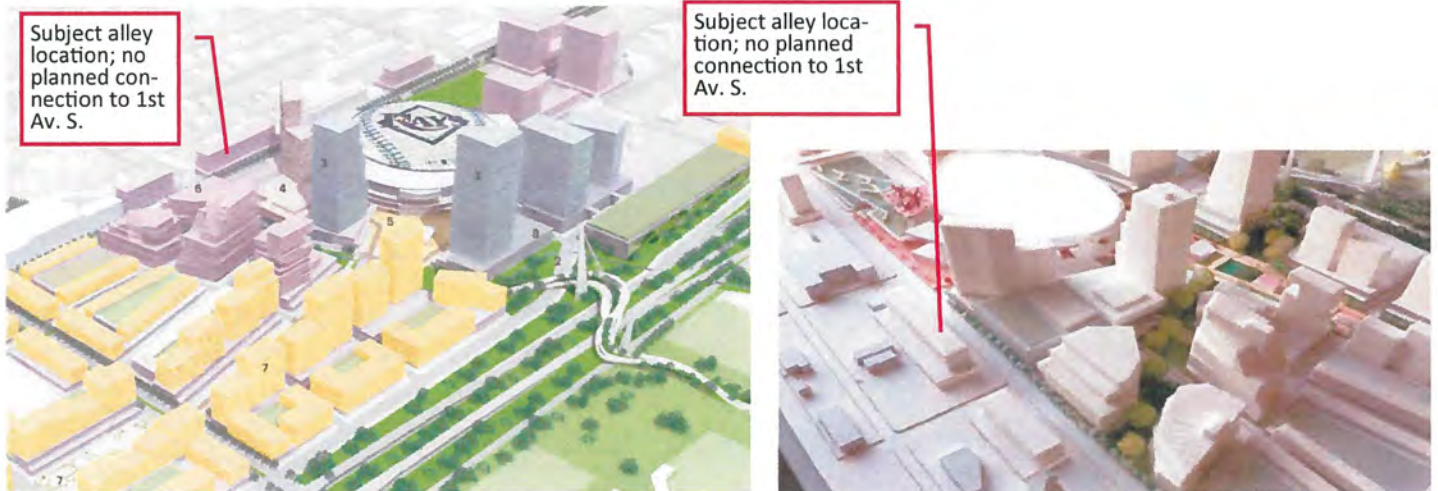
NED/MJR/meh

pc: Kelly Donnelly
Correspondence File

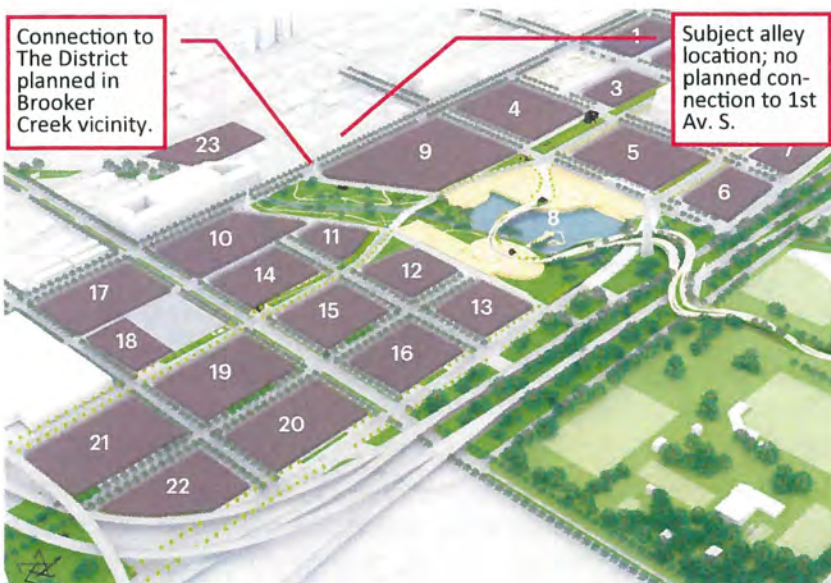
ATTACHMENT G—RELEVANT PLANNING DOCUMENTS



The Edge District Improvement Plan, December 2016.



Tropicana Field Concept Master Plan (Scenario 1), March 2017.



The District Concept Master Plan (Scenario 2), November 2018.

ATTACHMENT H



SUBDIVISION DECISION Application

Application No. 19-33000023

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Development Review Services Division, located on the 1st floor of the Municipal Services Building, One 4th Street North.

Application Type:

Per: 16.40.140 &
16.70.050

- | | |
|--|---|
| <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Vacating – Street Right-of-Way |
| <input type="checkbox"/> Lot Split | <input checked="" type="checkbox"/> Vacating – Alley Right-of-Way |
| <input type="checkbox"/> Lot Refacing | <input type="checkbox"/> Vacating – Walkway Right-of-Way |
| <input type="checkbox"/> Street Name Change | <input type="checkbox"/> Vacating – Easement |
| <input type="checkbox"/> Street Closing | <input type="checkbox"/> Vacating – Air Rights |

GENERAL INFORMATION	
NAME of APPLICANT (Property Owner): Collective Edge LLC	
Street Address: c/o PTM Partners LLC, 6619 S. Dixie Hwy, Unit 589	
City, State, Zip: Miami, FL 33143	
Telephone No: 201-725-8591	Email Address: nicholas@ptmpartners.com (Nick Pantuliano)
NAME of AGENT or REPRESENTATIVE: Craig Taraszki (Johson, Pope, Bokor, Ruppel & Burns, LLP)	
Street Address: 333 3rd Ave North, Suite 200	
City, State, Zip: St Petersburg, FL 33701	
Telephone No: 727-800-5980	Email Address: craigt@jpfirm.com
PROPERTY INFORMATION:	
Street Address or General Location: Block bounded by Central Ave, 11th St S, 13th St S and 1st Ave S	
Parcel ID#(s): 24-31-16-53478-000-0210 & 24-31-16-53478-000-0170	
DESCRIPTION OF REQUEST: Vacation of approximately 11-foot wide north-south alley south of Commercial Ave S	
PRE-APPLICATION DATE: August 16, 2019 PLANNER: Jennifer Bryla and Corey Malyszka	

FEE SCHEDULE

Lot Line & Lot Split Adjustment Administrative Review	\$200.00	Vacating Streets & Alleys	\$1,000.00
Lot Line & Lot Split Adjustment Commission Review	\$300.00	Vacating Walkway	\$400.00
Lot Refacing Administrative Review	\$300.00	Vacating Easements	\$500.00
Lot Refacing Commission Review	\$500.00	Vacating Air Rights	\$1,000.00
Variance with any of the above	\$350.00	Street Name Change	\$1,000.00
		Street Closing	\$1,000.00

Cash, credit, and checks made payable to the "City of St. Petersburg"

AUTHORIZATION

City Staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the inspections will be referred to the City's Codes Compliance Assistance Department.

The applicant, by filing this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant's signature affirms that all information contained within this application has been completed, and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

NOTE: IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE, OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.

Signature of Owner/Agent: 

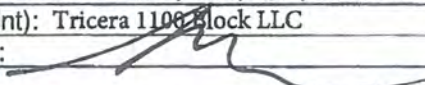
Date: November 25, 2019

*Affidavit to Authorize Agent required, if signed by Agent.

Typed name of Signatory: Craig Taraszki (as Agent)

NEIGHBORHOOD WORKSHEET

Applicants are strongly encouraged to obtain signatures in support of the proposal(s) from owners of property adjacent to or otherwise affected by a particular request.

NEIGHBORHOOD WORKSHEET	
Street Address:	Case No.:
Description of Request: Vacation of north-south alley, south of Commercial Ave South.	
<p>The undersigned adjacent property owners understand the nature of the applicant's request and do not object (attach additional sheets if necessary):</p>	
<p>1. Affected Property Address: 1100, 1120, 1122, 1126 Central Ave Owner Name (print): Tricera 1100 Block LLC Owner Signature: </p>	
<p>2. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>3. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>4. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>5. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>6. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>7. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>8. Affected Property Address: Owner Name (print): Owner Signature:</p>	



PUBLIC PARTICIPATION REPORT

Application No. _____

In accordance with LDR Section 16.70,040,1,F.2. "It is the policy of the City to encourage applicants to meet with residents of the surrounding neighborhoods prior to filing an application for a permit requiring review and public hearing. The applicant, at his option, may elect to include neighborhood mediation as a preparatory step in the development process. Participation in the public participation process prior to required public hearings will be considered by the decision-making official when considering the need, or request, for a continuance of an application. It is not the intent of this section to require neighborhood meetings, but to encourage meetings prior to the submission of applications for approval and documentation of efforts which have been made to address any potential concerns prior to the formal application process."

APPLICANT REPORT

Street Address: Parcel Nos. 24-31-16-53478-000-0210 & 24-31-16-53478-000-0170

1. Details of techniques the applicant used to involve the public

(a) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal

(b) Content, dates mailed, and number of mailings, including letters, meeting notices, newsletters, and other publications

Application emailed to Another Little Central Avenue Building LLC (owner of 1180 Central Ave) and Tricera 1100 Block LLC (owner of 1100, 1120, 1122 and 1126 Central Ave) on November 25, 2019.

Application emailed to Barbara Voglewede, the Executive Director of ~~EPG~~ Business District Association on November 25, 2019.

(c) Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located

2. Summary of concerns, issues, and problems expressed during the process

3. Signature or affidavit of compliance - President or vice-president of any neighborhood associations

Check one: ☒ Proposal supported

☐ Do not support the Proposal

☐ Unable to comment on the Proposal at this time

☐ Other comment(s):

Association Name ~~EPG~~ Business District Association President or Vice-President Signature

If the president or vice-president of the neighborhood association are unavailable or refuse to sign such certification, a statement as to the efforts to contact them and (in the event of unavailability or unwillingness to sign) why they were unable or unwilling to sign the certification.

**CITY OF SAINT PETERSBURG
CITY COUNCIL
Meeting of December 12, 2019**

Submitting Department: Planning & Development Services Dept.

Department Contact and Phone Number: Corey Malyszka, (727) 892-5453

Agenda Category: Community Redevelopment Agency

Agenda Subject Matter:

Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed plan to construct a 7-story, 161-room hotel with 4,500 sq. ft. of commercial space, located at the 1200 and 1246 Central Avenue, consistent with the Intown West Redevelopment Plan; and providing an effective date (City File IWRP 19-2A).

Reviewed and Approved by (signature and date):

Administration: _____ 

Budget: _____ N/A _____

Legal: _____ 

Is attached backup material complete? YES



st.petersburg
www.stpete.org

**Community Redevelopment Agency
Meeting of December 12, 2019**

CRA Case File: IWRP 19-2a

REQUEST

Review of the proposed plan to construct a 7-story, 161-room hotel with 4,500 square feet of commercial space, located at the 1200 and 1246 Central Avenue, for consistency with the Intown West Redevelopment Plan.

APPLICANT INFORMATION

Applicant

Collective EDGE, LLC
6619 S. Dixie Highway, Suite 589
Miami, FL 33143

Representative

Craig Taraszki
333 3rd Avenue North
St. Petersburg, FL 33701

OVERVIEW OF PROJECT

The property is developed with a four-story commercial building and surface parking lot located at 1200 and 1246 Central Avenue in the Edge District. The project, valued at \$23.7 million, consists of a 7-story, 161-room hotel with 4,500 square feet of commercial space.

The proposed hotel will be sited between an existing north-south alley and the existing four-story commercial building. The hotel building will be oriented towards Central Avenue, the north-south alley and a new open-air arcade that is located between the new hotel and four-story building. The ground level retail space will front Central Avenue and the north-south alley. The proposed meeting space will be front the arcade and the restaurant/bar area will front Central Avenue. The hotel lobby will be at the northwest corner of the building fronting Central Avenue and the arcade. The ground floor of the existing commercial building will be converted to a food hall and will open to the arcade.

The ground floor of the hotel will consist of: the hotel lobby, lounge areas, meeting space, retail and restaurant spaces, back of house uses for the hotel, entrance to the parking garage and 34 surface parking spaces. The second floor of the building is devoted towards parking and hotel rooms. The third through sixth floors will have hotel rooms and the seventh floor will have a rooftop bar, pool deck and mechanical space. The dumpster and loading are located under the building accessed from the existing north-south alley and Commercial Avenue South. Vehicular access to the surface parking lot and parking garage will be accessed from the existing north-south alley, Commercial and 1st Avenues South. A drop-off area is proposed along Central Avenue. The proposed building will be a contemporary architectural style. The base of the building will have large storefront

windows at the ground level. Pedestrian access to the hotel will be from the new open-air arcade and Central Avenue and pedestrian access to the commercial space will be from the existing north-south alley and Central Avenue. The parking garage will be screened from view with architectural finishes that match the building. The upper levels of the building be finished in a combination of concrete and brick veneer. The ground level of the building has been articulated by incorporating projecting awnings and recessed storefront windows. The visual appearance of the upper floors of the building resemble individual rectangular boxes that are offset from each other. The windows in these rectangular features are recessed, providing texture and creating shadows on the facade of the building.

CONSISTENCY WITH INTOWN WEST REDEVELOPMENT PLAN

The Intown West Redevelopment Plan (IWRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis

The goal of the redevelopment plan is to provide a specific development focus for the Dome District that supports the Intown West Redevelopment Area and capitalizes on the opportunities generated by Tropicana Field. Objective 1 of the IWRP calls for establishing a cohesive development pattern and visual identity through land uses that reinforce downtown and stadium development through creation of highly visible and intensive activity nodes, and reinforcement of retail along the Central Avenue and 1st Avenue corridors. Objective 2 of the IWRP calls for ensuring new development and redevelopment projects are appropriate in scale and design by establishing design guidelines for buildings, ground level spaces, parking garages and streetscape improvements and establishing parameters for upgrading existing buildings and parking lots.

The proposed development, which as outlined is a permitted use under the current DC-1 zoning, will continue the redevelopment of downtown as described in the Comprehensive Plan. The building is urban in scale with pedestrian oriented street level features, including the provision of storefront window systems consistent with urban buildings, and streetscaping, including planters and street trees, that will accent the building.

SUMMARY AND RECOMMENDATION

Staff recommends approval of the attached resolution finding the 7-story, 161-room hotel with 4,500 square feet of commercial space, located at 1200 and 1246 Central Avenue, consistent with the Intown West Redevelopment Plan.

This recommendation is subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff including compliance with the Storefront Conservation Overlay.
3. The applicant shall vacate the portion of the north-south alley that is south of Commercial Avenue South prior to issuance of a building permit.
4. The CRA approval is valid for three years from the date of approval. Applicants may request up to two two-year extensions from the POD. The application shall be revised to comply with any code amendments that were

adopted after the original approval, unless a variance is granted. After the original approval and any approved extension have expired without substantial construction commencing, the approval shall be void, and a new application shall be required.

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED 7-STORY, 161-ROOM HOTEL WITH 4,500 SQUARE FEET OF COMMERCIAL SPACE, LOCATED AT 1200 AND 1246 CENTRAL AVENUE CONSISTENT WITH THE INTOWN WEST REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IWRP 19-2A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown West Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas; and

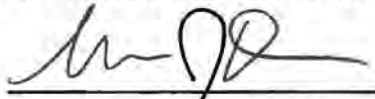
WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 7-story, 161-room hotel with 4,500 square feet commercial space, as described and reviewed in CRA Review Report No. IWRP 19-2a;

NOW THEREFORE BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans to construct a 7-story, 161-room hotel with 4,500 square feet of commercial space, consistent with the Intown West Redevelopment Plan, subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff.
3. The applicant shall vacate the portion of the north-south alley that is south of Commercial Avenue South.
4. The CRA approval is valid for three years from the date of approval. Applicants may request up to two two-year extensions from the POD. The application shall be revised to comply with any code amendments that were adopted after the original approval, unless a variance is granted. After the original approval and any approved extension have expired without substantial construction commencing, the approval shall be void, and a new application shall be required.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT



City Attorney (designee)



Elizabeth Abernethy, AICP, Director
Planning & Development Services Department

EXHIBIT A
Site Data

Location	1200 and 1246 Central Avenue 24/31/16/14544/000/0250 and 0280 24/31/16/53478/000/0210 and 0170
Redevelopment Area	Intown West Redevelopment Area
Zoning District	DC-1
Existing Land Use	4-story commercial building and surface parking lot
Proposed Uses	4-story commercial building and 7-story hotel with ground level commercial space
Site Area	62,240 sq. ft. or 1.48 acres
Proposed FAR	1.75 FAR
Existing FAR	0.40 FAR
Permitted FAR	3.0 FAR base
Number of Hotel Rooms	161
Existing Parking	120 spaces
Proposed Parking	88 spaces



Project Location Map
 City of St. Petersburg, Florida
 Planning and Development Services
 Department
 Address: 1200 and 1246 Central Ave





3234 CENTRAL AVENUE
ST. PETERSBURG, FL 33705

007402000	007402000	007402000
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Chet Bunch-Williams	13-15-28
Don Seif	
Don Seif / Don Seif	10-25-28
Chet Seif / Don Seif	10-25-28
Walters	10-25-28



THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND AS SUCH
SHALL NOT BE LOANED FOR OTHER PROJECTS, FOR ASSIGNING TO
THE PROJECT OR REPRODUCTION OF THE PROJECT BY OTHERS.

DATE & SIGNATURE

DATE & SIGNATURE

NOT FOR CONSTRUCTION

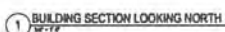
BUILDING SECTIONS

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A-310

11/25/2009 9:39:35 AM

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BUILDING SECTIONS



STORYN



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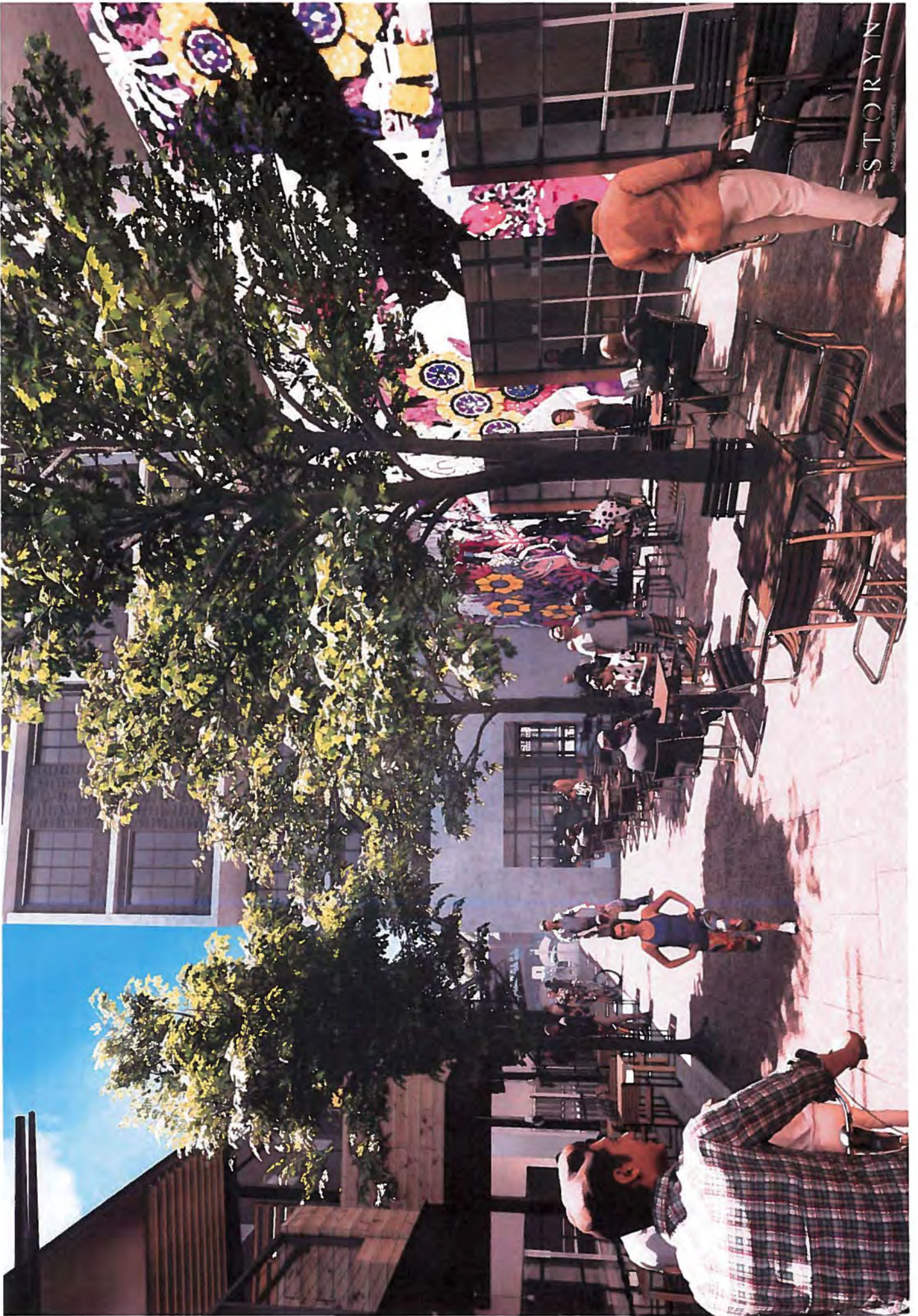
STORYN

STUDIO FOR ARCHITECTURE LLC



STORYN

STUDIO FOR ARCHITECTURE LLC



STORYN

The Collective EDGE St. Petersburg

PROJECT OVERVIEW

The project is within the Intown West Redevelopment Area and subject to the City of St. Petersburg's Intown West Redevelopment Plan. The project replaces an existing surface parking lot that doesn't meet current landscape requirements and a conflicting land use pattern, which were negative conditions targeted to be ameliorated with the Intown West Redevelopment Plan. The assembly of smaller lots into a cohesive mixed-use development that is consistent with the visual identity of the neighborhood, consistent with Objective 1 of the Intown West Redevelopment Plan. The project height and intensity (FAR) conform with the requirements of the Land Development Regulations (without variances or bonuses) and are appropriate in scale and design consistent with Objective 2 of the Intown West Redevelopment Plan.

The Collective EDGE is a ground-up development on the 1200 block of the rapidly evolving EDGE District in downtown St. Petersburg, Florida. The property is situated along pedestrian-friendly Central Avenue. Central Avenue is comprised of wide sidewalks and smaller storefronts to give a small town downtown feel. The 1200 block is situated one block north of Tropicana Field and acts as the commercial and dining hub of the EDGE district. The district is an organic and thriving community west of Downtown St. Petersburg that is comprised of breweries, art galleries, a global cuisine of restaurants and a significantly younger demographic than the rest of downtown St. Petersburg. EDGE is an aptly created acronym standing for Entertainment, Dining, Galleries, Etc. and perfectly suits this emerging community.

The property consists of a four story existing retail building (1246 Central Ave) currently leased to a vintage furniture store with a surface parking lot. Our new site plan is designed with a Moxy by Marriott (a limited-service lifestyle hotel), large open green space, new F&B offerings, creative office spaces, retail, event spaces and nightlife venues. The CRA application includes 1246 Central Ave and the hotel site data combined. Building height data is based on the highest building which will be the hotel. The design team has held pre-applications meetings with the City and met with the neighborhood business association (EDGE Board). The project meets all zoning requirements and seeking no variances or bonuses.

NEIGHBORHOOD PARTICIPATION

The design team has met with the EDGE Board and has received helpful feedback from its members. The site plan aims to incorporate the Board's input. To date, the growth of the EDGE District has been very organic and supported strongly by the local stakeholders. The city and local property owners are very cognizant of the neighborhood's potential and what it is poised to become. These same stakeholders have made it clear that any new projects undertaken in this area, especially on the 1200 block, need to curtail dense residential buildings, add to the street life/walkability of the district, avoid big box retail, cultivate additional "mom and pop" retail that has developed here, provide green space and allow for gathering spaces.

The design team's vision for the project complements the neighborhood's tapestry while layering in new features that amplify what makes this block the hub of the EDGE District. After meeting with city officials

and local stakeholders, as well as immersing ourselves in the neighborhood, the design team created a site plan that envisions a true mixed use development on a human scale that will tap into the abundant energy here and will become a true destination experience.

DESIGN NARRATIVE

The development plan contains the following features that the design team feels will allow it to attain the stated goal:

- **Hotel** – 161 key Moxy Hotel by Marriott

This is the main component of the project. The hotel is a 7-story concrete structure with parking on levels 1 and 2. The building's primary frontage spans east to west along Central Avenue. A north to south guestroom tower maximizes views to the east and the west. Level 1 includes the entry lobby, food and beverage options, lounge areas, meeting spaces, and back-of-house spaces. Levels 2 through 6 include guestrooms and support spaces. Level 7 includes a rooftop bar, pool deck, and mechanical spaces. The building envelope will include large storefront windows along Level 1 and a combination of concrete and brick veneer on the upper levels.

The aforementioned parking will exceed minimum requirements for the development and serve the hotel, the 1246 Central Ave building, and the public. Parking will offer a combination of valet and self park options. A drop off area will be included on Central Ave directly in front of the hotel which will require the existing on street parking to be relocated to the new parking structure to the south of the hotel. Parking will be screened from view. Delivery and Maintenance vehicles will access the hotel via Commercial Ave. A commercial trash compactor located inside the hotel will serve the hotel and the 1246 Central Ave development.

The hotel will have two key differentiating features:

- Garden - The lobby bar of the hotel and the food hall concept further discussed below will share a large common garden accessed from another arcade type entry off of Central Avenue. This garden will feature F&B served from the food hall, and it will provide a space for special events and meetings for the hotel.
- Rooftop Bar - The rooftop bar of the hotel will have a pool and be its own F&B destination with interior space for special events or meetings. This space would function as a complementary venue to the operation at the lobby. In addition, there is only one other active rooftop bar in downtown St. Petersburg so there is a real opportunity to be a key differentiator to the asset and its performance.

- **Midblock Retail Arcade/Paseo**

One of the central tenets of the site plan concept is to not only maintain and complement the walkability of the neighborhood and Central Avenue, but strengthen it by creating a permeable site plan that allows visitors and locals to walk through the site at a midblock arcade or paseo.

The existing alley to the east of the hotel will remain for vehicle access. The retail will be set back to the west to create a wide paseo that allows safe pedestrian access protected from vehicular traffic. This arcade will draw people off of Central Avenue with retail, public exterior art displays, easy access to the Tropicana Field site located directly south, and parking facilities along 1st Avenue South.

- **Retail**

There is approximately 4,500 sf of retail envisioned for the project, separate from the Food Hall discussed below, that is not only at the paseo but along Central Avenue. The block already contains a varied assortment of F&B and retail. The team's intent, through local partnerships, is to further develop this space by bringing experiential wellness, fitness, clothing and art venues to the site.

- **Food Hall + Garden – 12,000 interior sf + 7,000 exterior sf**

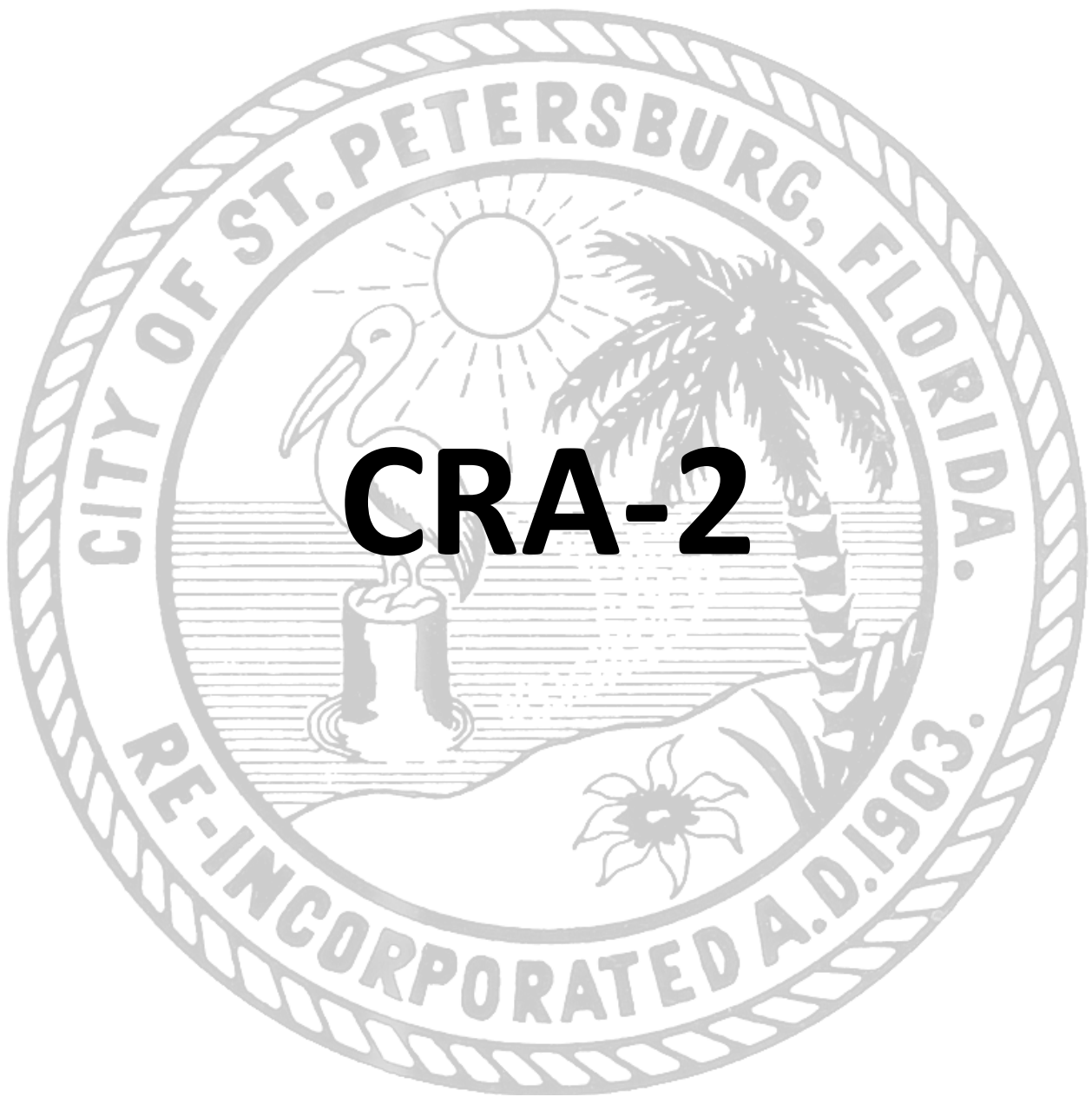
A food hall concept is intended for the existing lower two floors of the 1246 Central Avenue building. The vision for the site is to leverage that ability to serve the Hotel's F&B needs, provide a destination F&B venue, and serve the shared Garden space between the two properties as also discussed above.

- **Co-working – 16,500 sf**

A co-working business is intended to occupy the top floors of the 1246 Central Avenue building. This operator has demonstrated the ability to not just fill his space with co-working tenants, but to program the space for evening events that will drive additional foot traffic into the mixed-use development.

The following page(s) contain the backup material for Agenda Item: Approving a Partial Termination of the Final Disposition Agreement (“FDA”) among the City of St. Petersburg (“City”), the Community Redevelopment Agency of the City (“Agency”), and Loan Ranger Acquisitions, L.L.C. (“Loan Ranger”).

Please scroll down to view the backup material.





Community Redevelopment Agency
Meeting of February 10, 2022

REQUEST

Approving a Partial Termination of the Final Disposition Agreement ("FDA") among the City of St. Petersburg ("City"), the Community Redevelopment Agency of the City ("Agency"), and Loan Ranger Acquisitions, L.L.C. ("Loan Ranger").

On June 5, 1998, the City, the Agency, Redevelopment Partners, Inc., and The Sembler Company entered into a Final Disposition Agreement for the conveyance of real property and other matters related to the development of Sundial, an Entertainment Oriented Retail Center located at 153 2nd Avenue N., a movie theater complex, and the City's MidCore Parking Garage (now referred to as the Sundial Garage). To date there have been four amendments to the original FDA.

In 1999, The Sembler Company and Redevelopment Partners assigned their rights under the agreement to STP Redevelopment LTD via an Assignment of Final Disposition Agreement dated August 30, 1999. Loan Ranger is the successor in interest to STP Redevelopment. Loan Ranger is in the process of selling the Sundial property to PV-Pelican Walk, LLC, a Florida limited liability company, and desires to partially terminate the FDA as it relates to the Sundial property.

RECOMMENDATION

City Administration supports the partial termination request and requests the Agency approve the Partial Termination of the Final Disposition Agreement.


City Development Administration

Resolution No. 2022 -- _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF ST. PETERSBURG, FLORIDA, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PARTIAL TERMINATION OF FINAL DISPOSITION AGREEMENT ON BEHALF OF THE COMMUNITY REDEVELOPMENT AGENCY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Intown Community Redevelopment Area ("Intown CRA") was established by the City and County in 1982 and is overseen by the City and the Community Redevelopment Agency ("Agency"); and

WHEREAS, on June 5, 1998, the City and the Agency entered into a Final Disposition Agreement with Redevelopment Partners, Inc., and the Sembler Company, which was subsequently amended multiple times ("FDA") related to the disposition of property generally bounded by 3rd Ave. N in the north, 1st Street N in the east, 1st Avenue N in the south, and 2nd Avenue N in the west; and

WHEREAS, Loan Ranger Acquisitions, LLC ("LRA") is the current owner of SunDial St. Pete, located at 153 2nd Avenue N. ("SunDial") and is successor in interest to the FDA related to same; and

WHEREAS, the City was notified by LRA that it is in the process of selling the SunDial to PV-Pelican Walk, a Florida limited liability company ("PV-Pelican"), with closing expected to occur mid-February, 2022; and

WHEREAS, as part of the closing, LRA, PV-Pelican and the City desire to terminate the FDA to the extent possible; and

WHEREAS, since the Agency was a signatory to the FDA, it is also required to be a signatory to the termination of such; and

WHEREAS, Administration recommends City Council, sitting as the Agency, authorize the Mayor or his designee to execute the Partial Termination of Final Disposition Agreement on behalf of the Agency.

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute the Partial Termination of Final Disposition Agreement on behalf of the Community Redevelopment Agency.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

/s/ Bradley Tennant
City Attorney (Designee)
00606226

APPROVED BY:

Joseph F. Zeoli
City Administration

PARTIAL TERMINATION OF FINAL DISPOSITION AGREEMENT

THIS PARTIAL TERMINATION OF FINAL DISPOSITION AGREEMENT (“Partial Termination”) is made effective as of the _____, 2022 (“Effective Date”), by and among THE CITY OF ST. PETERSBURG, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (the “City”), the COMMUNITY REDEVELOPMENT AGENCY of the City (the “Agency”), and LOAN RANGER ACQUISITIONS, LLC, a Florida limited liability company (the “Loan Ranger”).

WITNESSETH:

WHEREAS, on June 5, 1998, the City, the Agency, Redevelopment Partners, Inc., a Florida corporation (“Redevelopment”), and The Sembler Company, a Florida corporation (“Sembler”), made and entered into that certain Final Disposition Agreement among them, as amended by certain letter amendments dated July 30, 1998, September 2, 1998, and June 1, 1998, as further amended by that certain Amendment to Final Disposition Agreement dated June 17, 1999, as further amended by that certain Second Amendment to Final Disposition Agreement dated July 1, 1999, as further amended by that certain Third Amendment to Final Disposition Agreement dated July 1, 1999, as further assigned by Sembler and Redevelopment to STP Redevelopment, LTD., a Florida limited partnership (the “STP”) by that certain Assignment of Final Disposition Agreement, dated August 30, 1999 (collectively, the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, the City conveyed the real property described on Exhibit “A” attached hereto and incorporated herein (“**Sundial Property**”) to STP, and conveyed the real property described on Exhibit “B” attached hereto and incorporated herein (“**Movie Property**”) to Muvico Entertainment, L.L.C., a Delaware limited liability company (“**Muvico**”);

WHEREAS, Loan Ranger is a successor in interest to STP and is the current owner of the Sundial Property;

WHEREAS, Loan Ranger, the City, and the Agency desire to terminate the Agreement, including as it relates to the Sundial Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated herein by this reference. As used herein, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
2. Termination and Release of Sundial Property. As of the Effective Date of this Partial Termination, the Agreement is hereby terminated as it relates to any and all covenants, terms, conditions and restrictions associated with either Loan Ranger or its affiliates, subsidiaries, principals, or other related entities or individuals, including but not limited to any rights or liabilities which may impact the Sundial Property, in whole or in part. The parties agree the Sundial Property and its owner shall be released from the covenants, terms, conditions and restrictions of the Agreement, and the Agreement shall have no force or effect on the Sundial Property from and after the Effective Date of this Partial Termination.
3. Conditional Termination and Release of Muvico Property. Notwithstanding anything in the Agreement

to the contrary, in the event the owner of the Sundial Property (either directly or through an affiliate or subsidiary that is under common control with the owner of the Sundial Property, or through one or more of its principals) shall also own the Muvico Property, then the Agreement shall automatically terminate as it relates to the Muvico Property and any and all covenants, terms, conditions and restrictions held by any owner of same. Thereafter, the Muvico Property shall be released from the covenants, terms, conditions and restrictions of the Agreement, and the Agreement shall thereafter be deemed terminated in whole and of no further force or effect.

4. Counterparts. This Partial Termination may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.
5. Effect on Agreement. Each party hereby waives, releases, and covenants not to sue the other parties for any default or claims arising under the Agreement prior to the Effective Date of this Partial Termination. In the event of a conflict between the Agreement and this Partial Termination, the terms of this Partial Termination shall control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2022.

Signed, sealed, and delivered in
the presence of:

THE CITY OF ST. PETERSBURG, FLORIDA

By: _____

(Sign on this line)

(Legibly print name on this line)

Attest: _____

(Sign on this line)

(Legibly print name on this line)

Executed this ____ day of _____, 2022, by
the City

As to the City

Approved as to form:

(Sign on this line)

(Legibly print name on this line)

City Attorney (designee)

00606464

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG,
FLORIDA

(Sign on this line)

(Legibly print name on this line)

(Sign on this line)

(Legibly print name on this line)

As to the Agency

By: _____

Attest: _____

Executed this ____ day of _____, 2022, by
the Agency

LOAN RANGER ACQUISITIONS, LLC, a
Florida limited liability company.

(Sign on this line)

(Legibly print name on this line)

(Sign on this line)

(Legibly print name on this line)

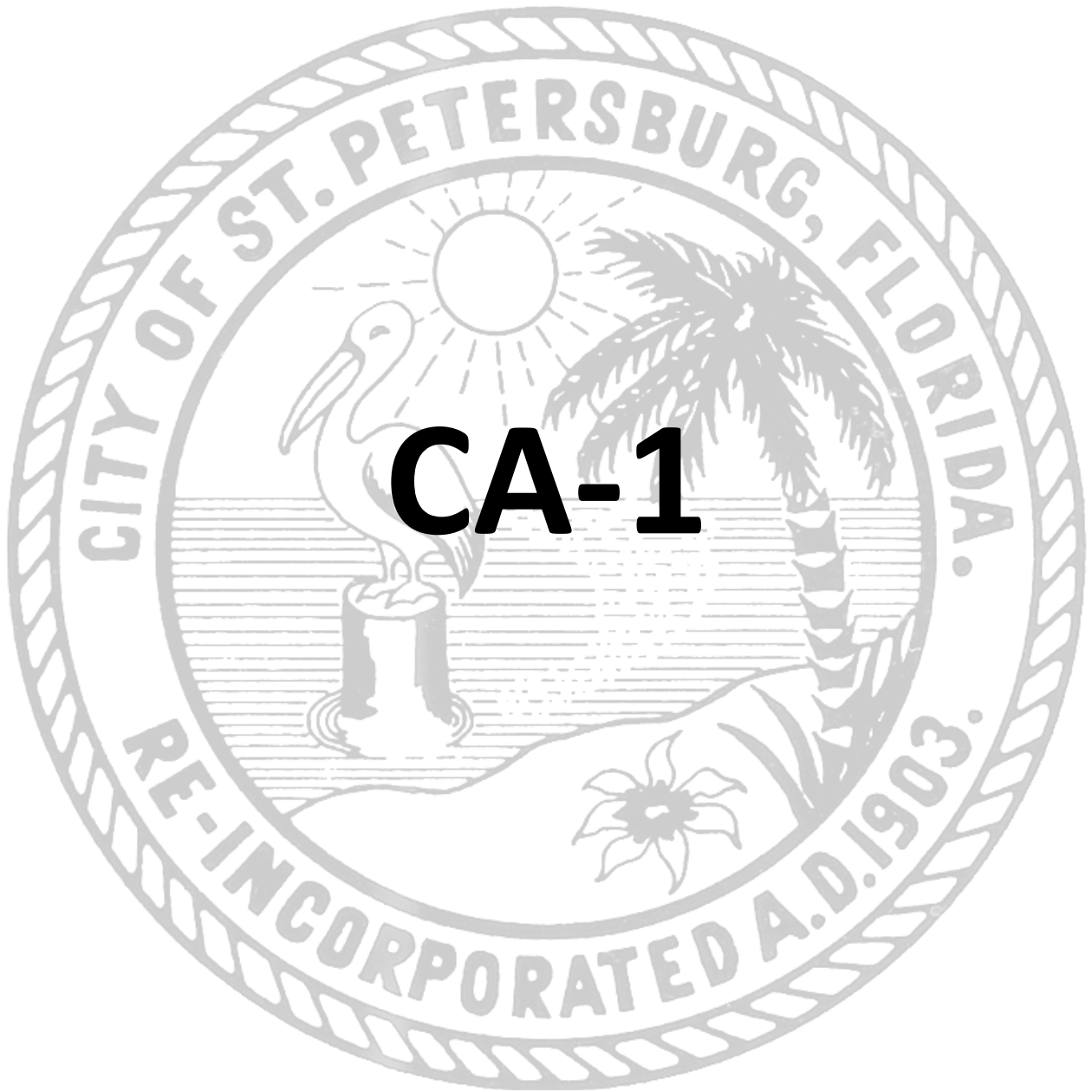
By: _____
William L. Edwards, as Manager

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by William L. Edwards, as Manager of Loan Ranger Acquisitions, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

Notary Public
Print name: _____
My commission expires: _____

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a three-year blanket purchase agreement with Morelli Landscaping, Inc., for landscape services, at an estimated annual cost of \$1,000,000, for a total contract amount of \$5,285,000.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the renewal of a three-year blanket purchase agreement with Morelli Landscaping, Inc., for landscape services, at an estimated annual cost of \$1,000,000, for a total contract amount of \$5,285,000.

Explanation: On April 4, 2019 City Council Approved a three-year blanket purchase agreement for landscape projects with Morelli Landscaping, Inc. through March 31, 2022. The agreement has one, two-year renewal option. On October 17, 2019 City Council approved an allocation increase of \$285,000 which was for reimbursement funding for a Florida Department of Transportation (FDOT) Highway Landscape Reimbursement and Maintenance Memorandum of Agreements between the City and the FDOT. This is the first renewal.

The vendor provides landscape contractor services for public facilities and rights-of-way. Projects include streetscape and highway beautification on City, County and FDOT rights-of-ways, traffic calming project landscapes, multi-use trail project landscapes, bridge landscapes, park landscapes, City facility landscaping for public buildings and the Citywide tree planting program.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends for renewal:

Morelli Landscaping, Inc. (Clearwater).....\$2,000,000

Original Agreement	\$3,000,000
1 st allocation increase	285,000
1 st renewal	2,000,000
Total agreement amount	<hr/> \$5,285,000

The vendor has agreed to renew under the same terms and conditions of RFP No. 7164, dated January 10, 2019. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through March 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Capital Improvement Fund (3001), Various Florida Department of Transportation (FDOT) Highway Landscape Reimbursement Projects, Weeki Wachee Capital Improvements Fund (3041), Various Projects, the Water Resources Capital Projects Fund (4003), Various Projects, and in the General Fund (0001), Parks & Recreation Department (190), Various Divisions.

Attachments: Resolution

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH MORELLI LANDSCAPING, INC., FOR LANDSCAPING SERVICES TO EXTEND THE TERM UNTIL MARCH 31, 2023 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$2,000,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$5,285,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 4, 2019, City Council approved a three-year blanket purchase agreement with one two-year renewal option to Morelli Landscaping, Inc. ("Agreement"); and

WHEREAS, on October 17, 2019, City Council approved an allocation increase of \$285,000; and

WHEREAS, Administration desires to exercise the renewal option to extend the term until March 31, 2023, and increase the contract amount in the amount of \$2,000,000 for the renewal term;

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the renewal option to the Agreement with Morelli Landscaping, Inc., to extend the term until March 31, 2023 and increase the contract amount in the amount of \$2,000,000 is hereby approved.


BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$5,285.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved by:

/s/Ben James
City Attorney (Designee)
00605867

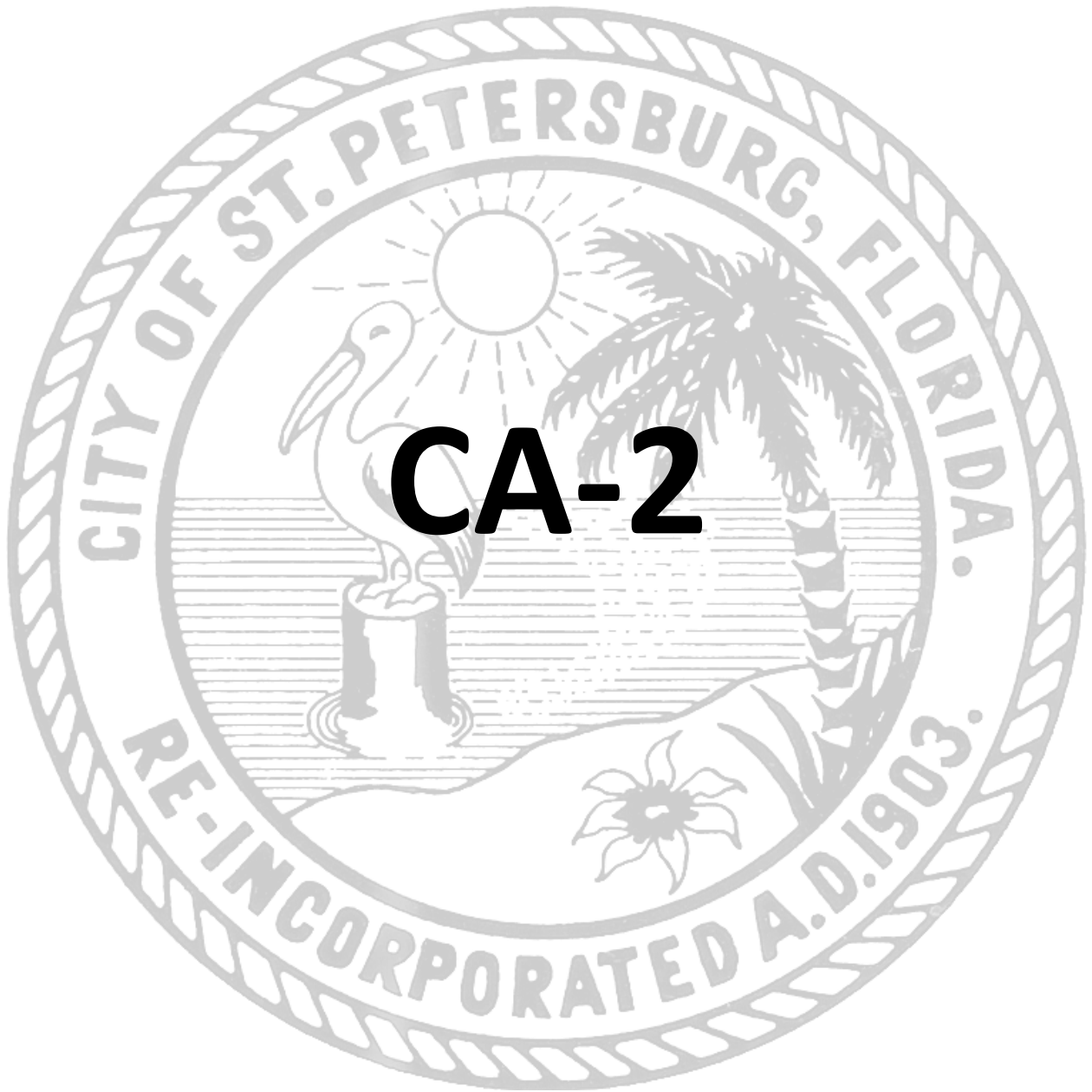
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145223
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Landscape Svcs, City Facilities, Feb. 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Landscape Services, City Facilities and Public ROW, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	24-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the reinstatement and amendment of an annual blanket purchase agreement with All American Concrete, Inc., for SAN HDPE Pipe Replacement, for the Water Resources and Engineering and Capital Improvements departments, with no additional funding for FY 2022 at a total contract amount of \$5,126,000 (ECID Project No. 18016-111).

Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the reinstatement and amendment of an annual blanket purchase agreement with All American Concrete, Inc., for SAN HDPE Pipe Replacement, for the Water Resources and Engineering and Capital Improvements departments, with no additional funding for FY 2022 at a total contract amount of \$5,126,000 (ECID Project No. 18016-111).

Explanation: On December 12, 2019, City Council approved an agreement with All American Concrete, Inc., ("All American") in the amount of \$3,626,000, for SAN HDPE Pipe Replacement, effective through January 17, 2021. On February 11, 2021 City Council approved the renewal of the agreement in the amount of \$1,500,000 through January 17, 2022. The agreement has expired and requires reinstatement and an amendment to extend the term through January 17, 2023. The agreement has three, one-year renewal options. Reinstatement will enable the second renewal to occur.

The work consists of furnishing all labor, materials, equipment and services necessary for a work order based annual contract to replace failing HDPE (high-density polyethylene) lined gravity sanitary sewer arterial/trunk mains, including pipe, manholes, and appurtenances, by open-cut construction methods. The work includes planned replacement of gravity pipe, sizes 12-inch to 36-inch in diameter; and all excavation, traffic control, bypass pumping for diversion of sanitary sewer flows, pipe cleaning, closed circuit television video inspection, and restoration. The work under this project will be located at specific prioritized sites located within the City's Southwest Water Reclamation Facility's (SWWRF) and Northeast Water Reclamation Facility's (NEWRF) service areas (see attached map(s) for potential planned locations).

This work is required by the Amended Consent Order and supports the Kriseman Infrastructure Plan and the Water Resources Department's updated Integrated Water Resources Master Plan (IWRMP) completed in December 2019. The work is identified, scoped, and scheduled by the City on an ongoing basis, utilizing inputs from a continuous asset inspection and evaluation program, work history from the City's work and asset management (WAM) system, and in response to customer complaints. The work prioritization is given to high-risk assets where only open-cut methods will result in an effective repair/replacement, or where trenchless methods are not cost effective or are impossible. Capacity-limited areas of the collection system will be considered in the overall asset risk score used to determine project prioritization. The Water Resources Department's strategy for the renewal/rehabilitation of the wastewater collection system utilizes open-cut and trenchless methods under annual contracts to supplement the department's maintenance staff. The amount of work projected corresponds to the budgeted amount for this renewal.

A 10 percent SBE goal was set for this contract, however, the selected SBE subcontractors have not been utilized to date due to the nature of the work being completed at this time. Based on documentation submitted, All American plans to utilize SBE contractors for 10.60 percent participation to be achieved prior to completion of the contract.

Currently, All American has achieved 13.04 percent apprentice participation and employed one apprentice (419.75 labor hours) utilizing their company-sponsored training program. All American has achieved 23.94 percent disadvantaged worker participation and employed two disadvantaged workers (770.75 labor hours).

The Procurement and Supply Management Department, in cooperation with the Water Resources and Engineering and Capital Improvements Departments, recommends for renewal:

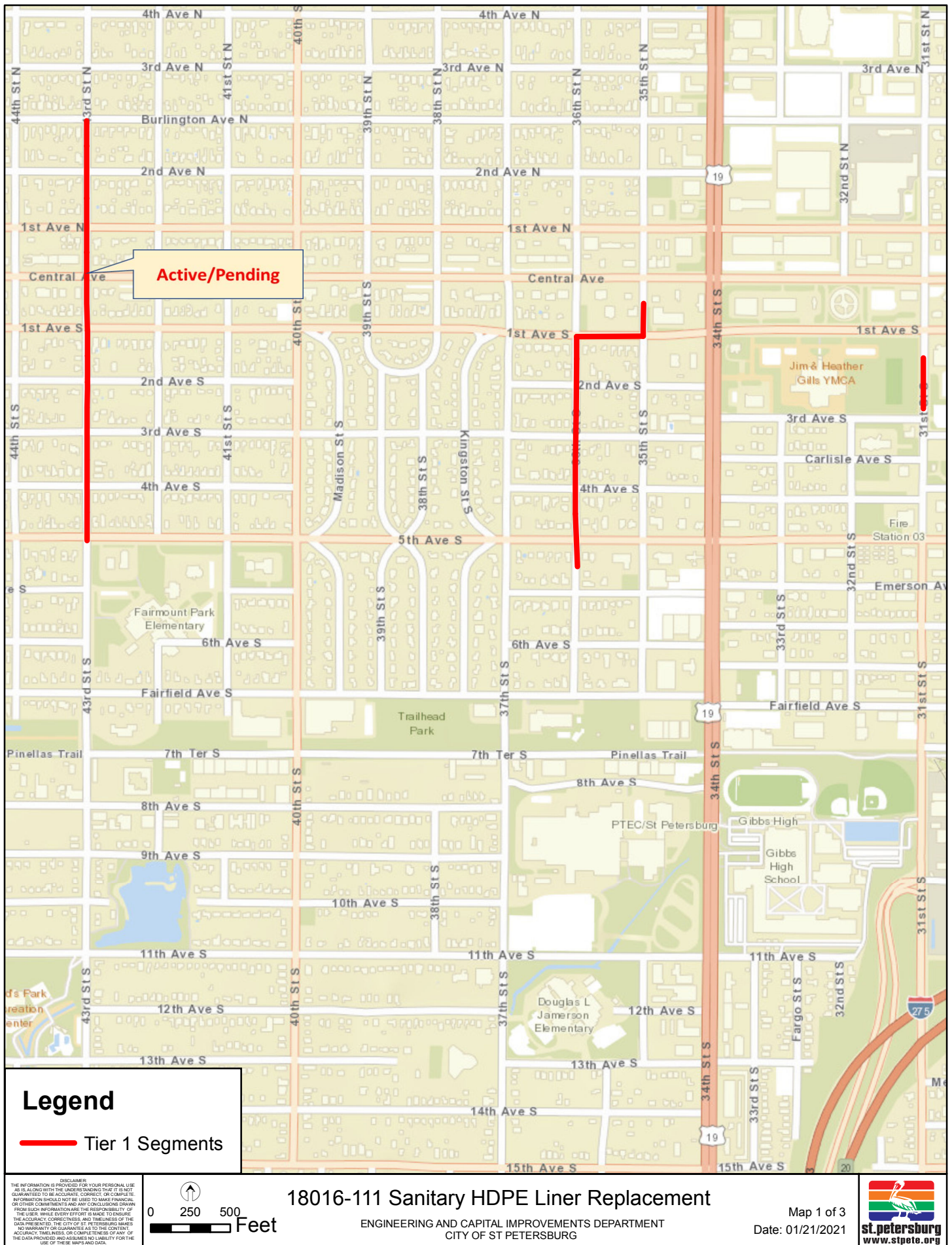
All American Concrete, Inc (Largo, FL).....\$0

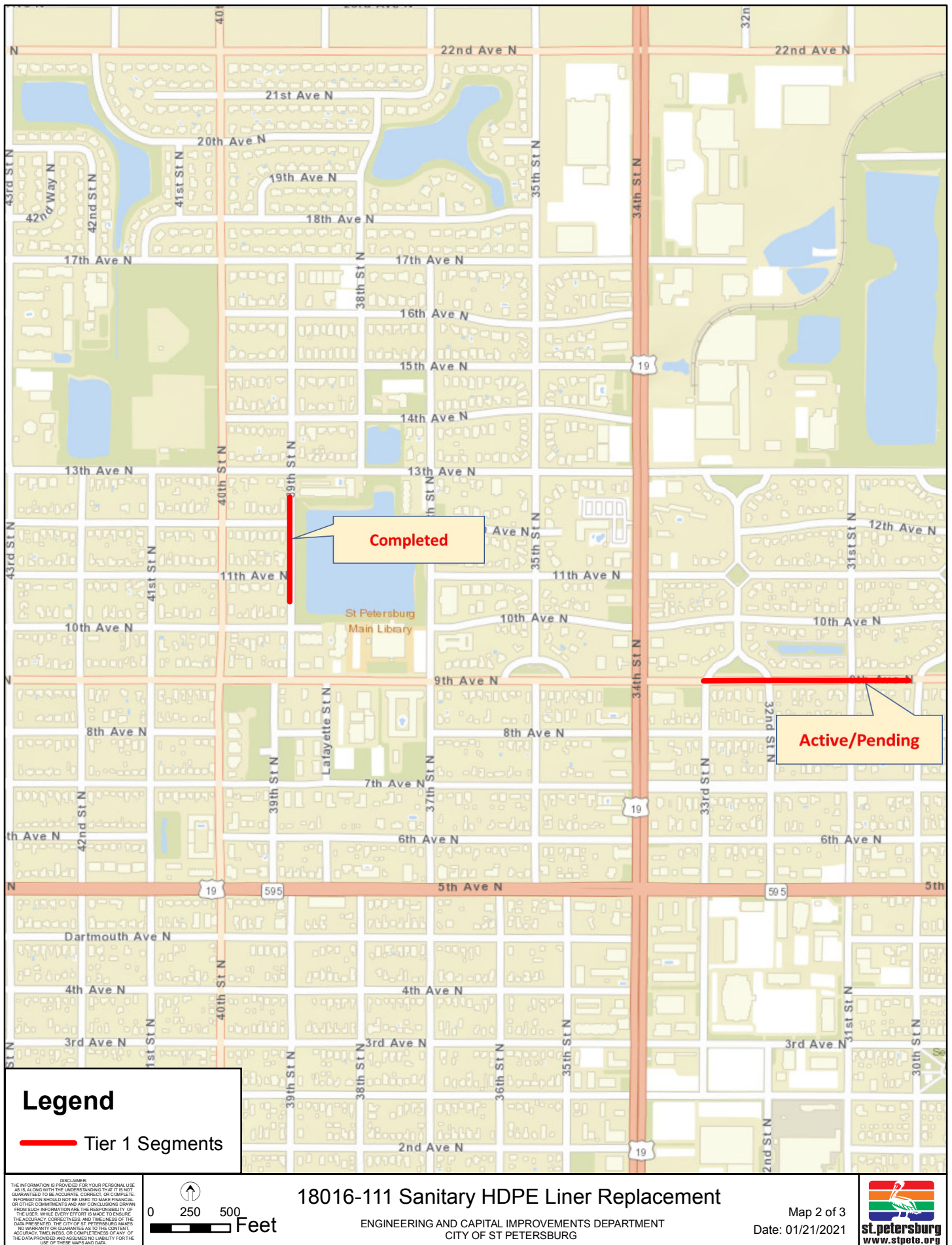
Original agreement amount, FY2019	\$3,626,000
1 st renewal, FY2021	\$1,500,000
2 nd renewal, FY2022	<u>\$0</u>
Total agreement amount	\$5,126,000

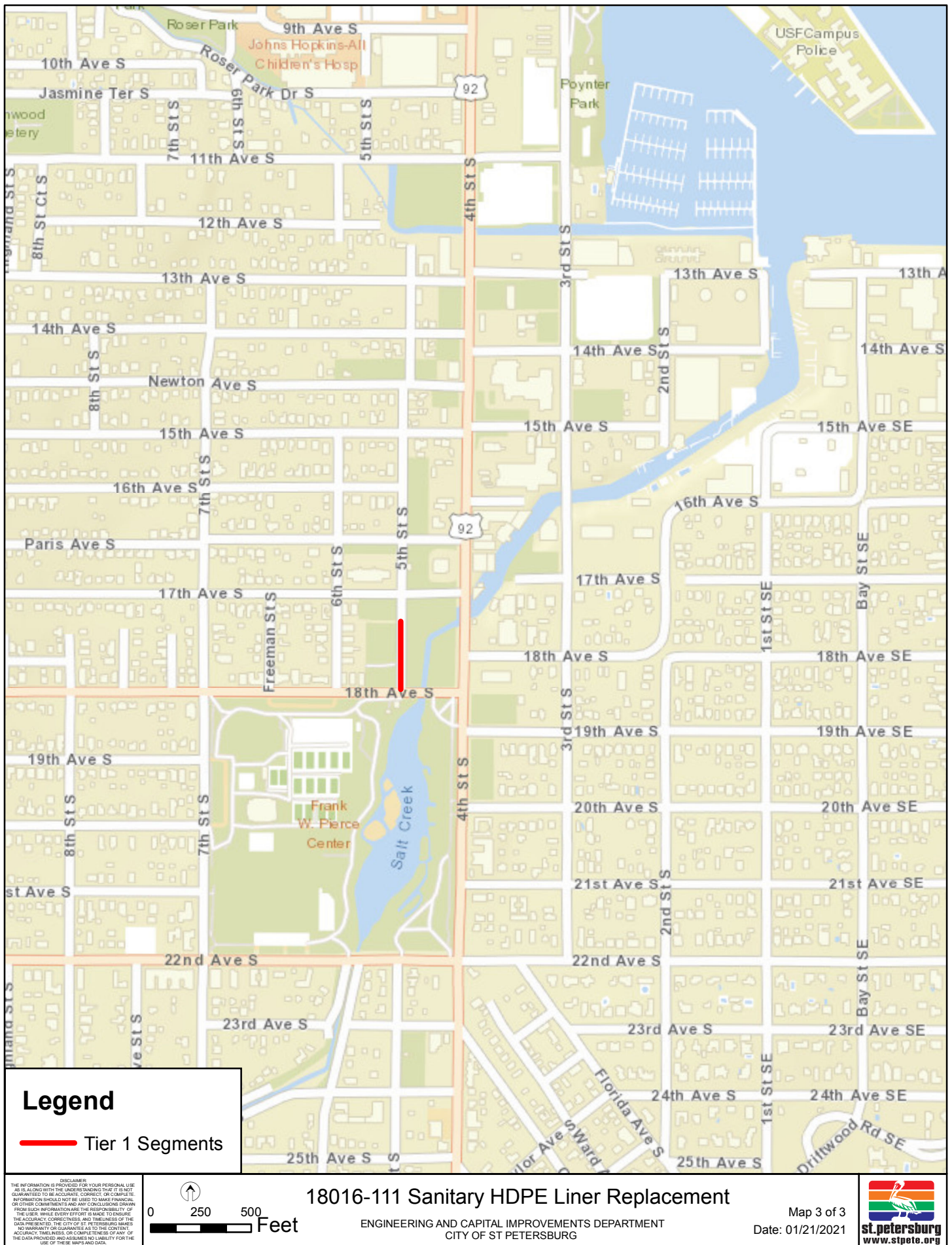
The contractor has agreed to hold rates firm under the terms and conditions of IFB No.7191, dated March 7, 2019. Administration recommends renewal of the agreement based on the contractor's past satisfactory performance and compliance with the terms and conditions of the agreement. The renewal will be effective through January 17, 2023, with one renewal option remaining. Any unspent funds from the first and second terms will be rolled into and spent under the renewal period. This Work is consistent with the City's Capital Improvement Project Plan and meets the requirements of the Amended Consent Order.

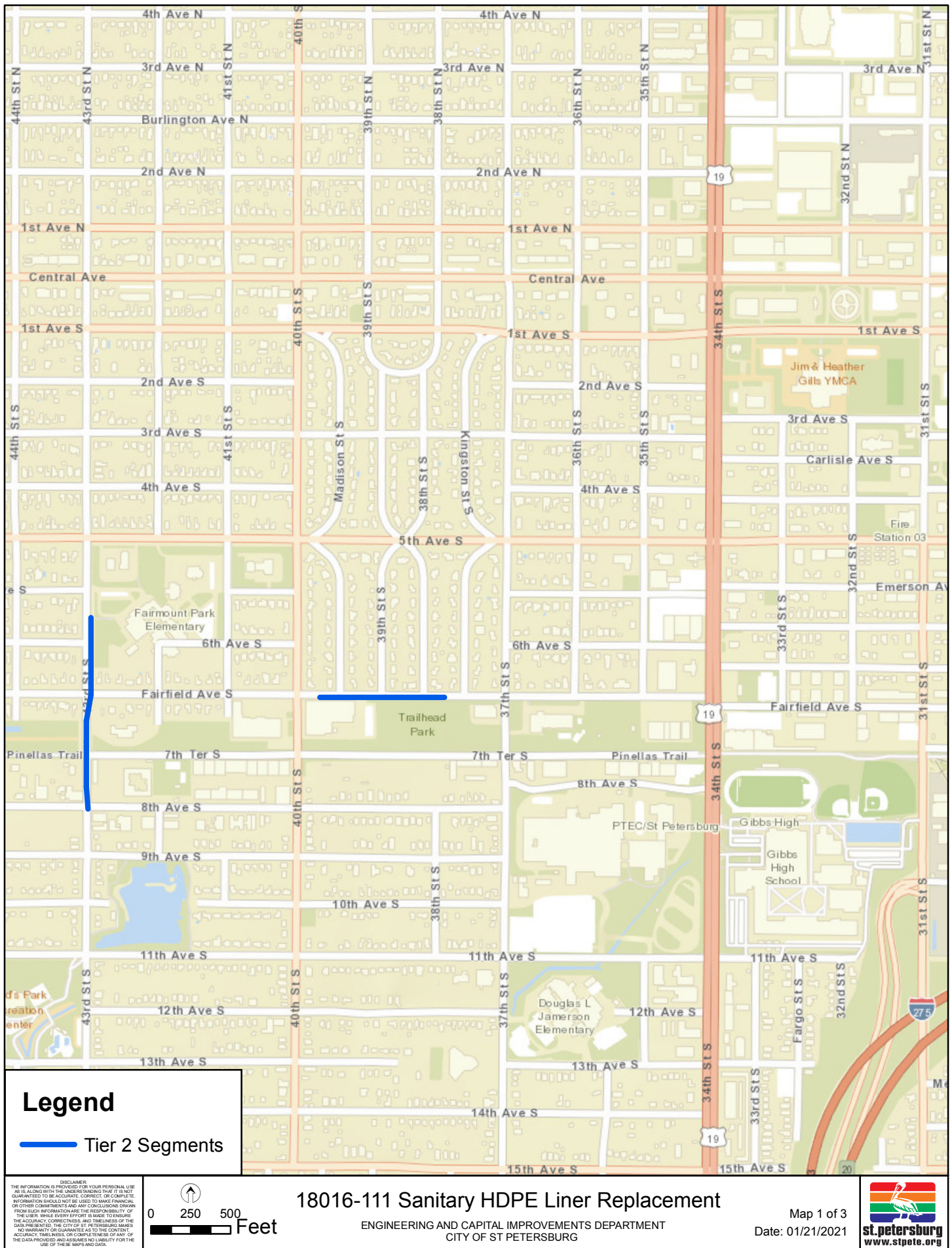
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Project Fund (4003), SAN HDPE Pipe Replacement FY18 Project (16366) and the Citywide Infrastructure Capital Improvement Fund (3027), SAN I&I Removal FY21 Project (17968).

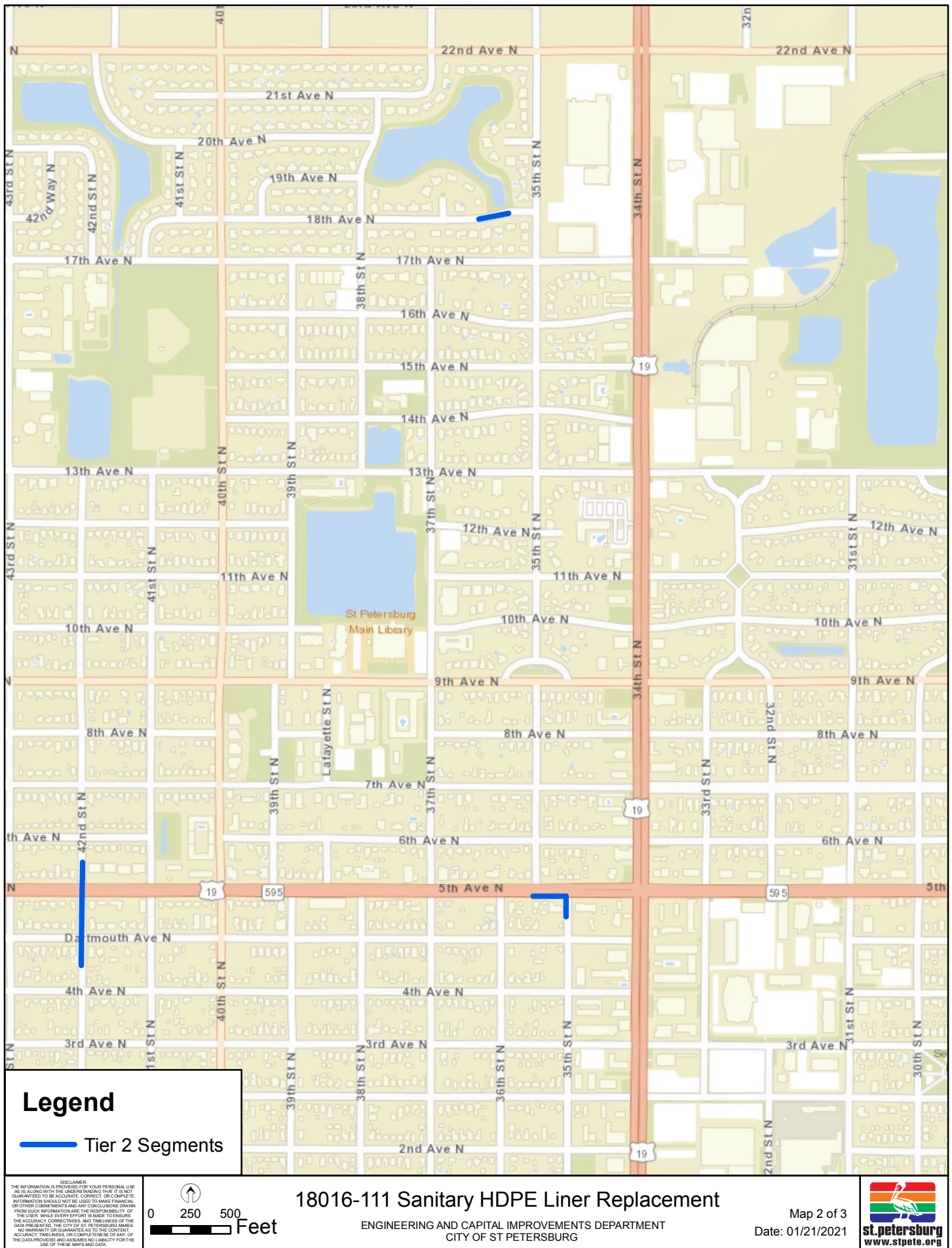
Attachments: Project Location Maps (6 pages)
Resolution

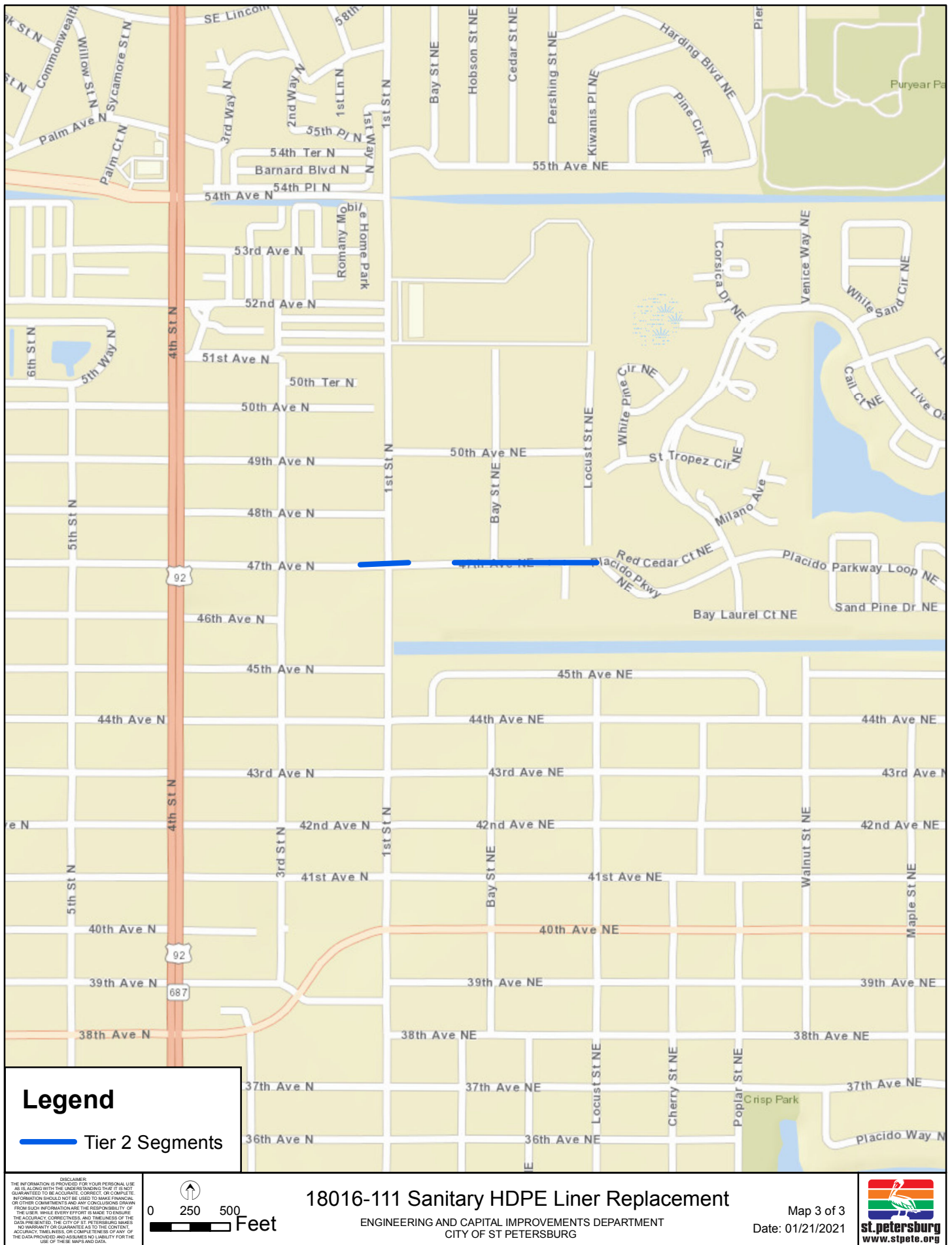












RESOLUTION NO. _____

A RESOLUTION APPROVING THE REINSTATEMENT AND AMENDMENT TO THE AGREEMENT WITH ALL AMERICAN CONCRETE, INC. FOR THE SAN HDPE PIPE REPLACEMENT PROJECT TO (I) REINSTATE THE AGREEMENT AND (II) EXERCISE THE SECOND RENEWAL OPTION THROUGH JANUARY 17, 2023; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$5,126,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 12, 2019, City Council approved the award of a two-year agreement with three one-year renewal options to All American Concrete, Inc. (“All American”) for the SAN HDPE Pipe Replacement Project in the amount of \$3,626,000 for the initial term through January 17, 2023; and

WHEREAS, the City and All American executed a Reinstatement and First Amendment on April 30, 2021 to reinstate the agreement, extend the term until January 17, 2022, and increase the contract amount in the amount of \$1,500,000 (for a total contract amount not to exceed \$5,126,000); and

WHEREAS, the agreement dated December 19, 2019, as reinstated and amended by the Reinstatement and First Amendment dated April 30, 2021 is collectively the “Agreement”; and

WHEREAS, the Agreement expired on January 17, 2022; and

WHEREAS, the City desires to reinstate the Agreement and exercise the second renewal option to extend the term until January 17, 2023; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources and Engineering and Capital Improvements Departments, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the reinstatement and amendment to the agreement with All American Concrete, Inc. for the SAN HDPE Pipe Replacement Project to (i) reinstate the agreement and (ii) exercise the second renewal option through January 17, 2023 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$5,126,000.


BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved:



City Attorney (Designee)
00605780

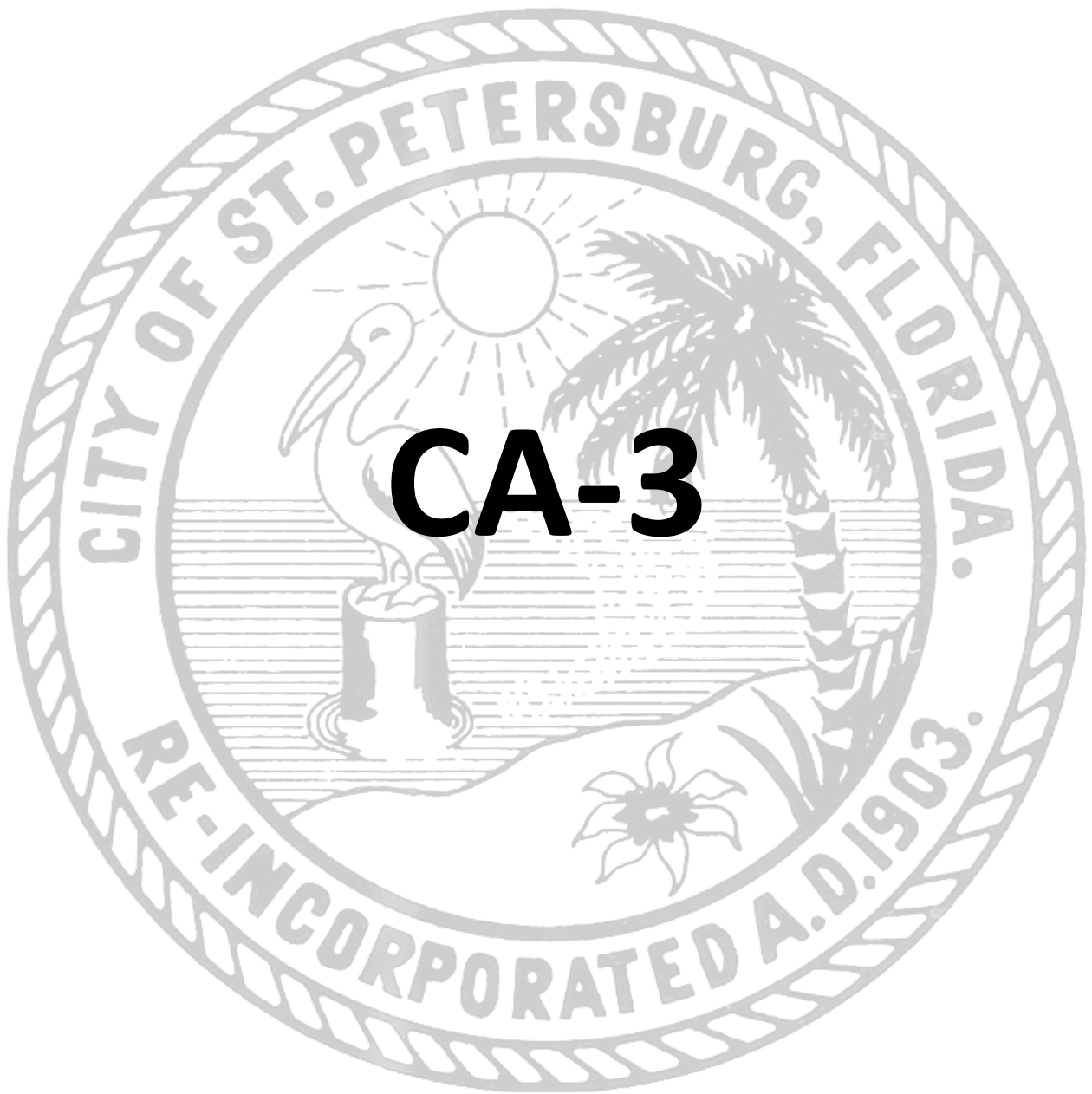
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145418
Name:	Pocengal, Nicholas W	Request Date:	24-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	SAN HDPE Pipe Replacement, Feb. 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for SAN HDPE Pipe Replacement, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	913-81 SAN HDPE Pipe Replacement Consent Agenda-Feb 2022 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	24-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	24-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Property Registration Champions, LLC dba PROCHAMPS, for foreclosure registry services, at an estimated annual revenue of \$809,000, of which the vendor receives \$347,870 and the City receives \$461,130 for a total contract amount of \$1,860,700.

Please scroll down to view the backup material.



CA-3

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022**

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a proposal and approving the award of a three-year blanket purchase agreement with one two-year renewal option to Property Registration Champions, LLC dba PROCHAMPS, for foreclosure registry services, at an estimated annual fee of \$269,666.67 for a three-year contract amount of \$809,000.

Explanation: The Procurement and Supply Management Department received two proposals for foreclosure registry services.

The two proposals were received from:

Offerors

1. Milberg Coleman Bryson Phillips Grossman, PLLC
2. Property Registration Champions, LLC dba PROCHAMPS

The proposals were evaluated by the Codes Compliance Assistance Department. They include:

David Flintom, Codes Administrative Support Manager
Joe Waugh, Codes Operations Manager
Jennifer Joern, Codes Operations Analyst

The proposals were evaluated based on the following criteria:

- Experience of the firm
- Qualifications and Technical Competence
- Capacity to accomplish the work and service
- Past performance on similar contracts
- Ability to meet the schedule
- Cost or price

City Ordinance No. 48-H creates a foreclosure registry and requires the identification and registration for all properties in foreclosure. The purpose of the Ordinance is to protect and preserve the safety and security of occupants of abutting properties and neighborhoods and to prevent blighted and unsecured residences. There are approximately 793 properties in foreclosure. Therefore, the city issued a Request for Proposal to outsource this service.

The Code Compliance Assistance staff, in conjunction with the vendor, will identify vacant and abandoned properties. The vendor will notify the mortgage holder of the requirement to register the property within 10 days after the mortgagee is declared to be in default. The vendor will also provide mortgage holders' and/or vacant property owner's detailed instructions on how to register the property.

In addition, the vendor will train and provide support for the lender to electronically register the information. They will also develop, design and maintain, through the duration of the contract a web-based electronic registry system that affords all mortgage holders the opportunity to go on-line and register, modify, update, and request delistings of foreclosed, vacant/abandoned properties.

The city will have free access to, and training, on the web-based electronic registry system and reporting tools. Also, the vendor will provide the website and reporting tools to support to the city.

The vendor will collect the registration fee, \$230.00 per property, and remit the difference between the registration fee and the vendor's fee. The registration fees are paid for by banks and mortgage companies, therefore, there is no cost to the City. The vendor will also provide the financial accounting of property registrations identifying those that are in compliance with the ordinance as well as those that have not met its financial obligations.

The Procurement and Supply Management Department, in cooperation with the Codes Compliance Assistance Department, recommends for award:

Property Registration Champions, LLC dba PROCHAMPS \$809,000

Registrations (8,090)	230.00 Per Property	\$1,860,700
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Shared Revenue

Vendor Fee (43%)	100.00 Per Property	\$809,000
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City (57%)	130.00 Per Property	\$1,051,700
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The vendor has met the specifications and requirements of RFP No. 8190 dated December 7, 2021. This agreement will be effective through April 30, 2027. The agreement will be a three-year term with an option for one two-year renewal. Property Registration Champions, LLC dba PROCHAMPS is the current provider for the City and has provided foreclosure registry services to the City for the past five years. Additionally, they have provided similar services for Palm Beach County and the cities of West Palm Beach, Jacksonville and Boynton Beach and have performed satisfactorily.

City Code Sec 2-76. Living Wage Requirements for Major contracts requires every contractor that employs more than 50 persons and provides to the City pursuant to a major contract pay employees a living wage. Property Registration Champions, LLC PROCHAMPS only has 43 employees; therefore, the Living Wage Requirements does not apply.

Cost/Funding/Assessment Information: Funding for this program is generated through revenues received from registration fees.

Attachments: Technical Evaluation (2 pages)
Resolution

Technical Evaluation 958-83 Foreclosure Registry Services

Summary Work Statement

The City received two proposals for RFP No. 8190, Foreclosure Registry Services. The successful offeror will continue the real property registry and fee collection program in accordance with City Ordinance No. 48-H. The proposals were received from:

1. Milberg Coleman Bryson Phillips Grossman, PLLC
2. Property Registration Champions, LLC dba PROCHAMP

Evaluation Committee

Evaluation of the proposals were conducted by:

David Flintom, Codes Administrative Support Manager
Joe Waugh, Codes Operations Manager
Jennifer Joern, Codes Operations Analyst

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience of the firm
- Qualifications and Technical Competence
- Capacity to accomplish the work and services
- Past performance on similar contracts
- Ability to meet the schedule
- Cost or price

Offerors' Profiles

Below is a profile of each offeror and a summary of the strengths and weaknesses of each as reported after the initial independent review.

Milberg Coleman Bryson Phillips Grossman, PLLC is headquartered in Knoxville, TN, and was incorporated in January 2021. The firm has been in business for one year and employs more than 100 people.

Strengths include: Their legal experience and the number of attorney-based staff in the firm; referenced accounts are municipalities and all are located in Florida; access to legal team that could provide protection for legal challenges to the foreclosure registry and fee collection program; price offering.

Weaknesses include: Their lack of minimum years' experience required for providing foreclosure registry services; proposed lower required for lack of clarity as to whether the firm would be providing the services in-house or via third party; references provided did not compare in population size to the City of St. Petersburg; lack of reference to reporting capabilities and proposed timeframe for implementation of their property registration system to avoid/prevent disruption to the City's foreclosure registration services.

The proposal marginally meets the City's requirements.

Property Registration Champions, LLC dba PROCHAMP is headquartered in Melbourne, FL and was incorporated in 2009. The firm has been in business for 12 years and employs 43 people.

Strengths include: Their key personnel possess over 30 years of combined experience of legal, compliance, technology, certified public accounting, government relations, strategic planning and customer support in administering property registration programs; their current foreclosure registry and fee collection services to the City and communication on their current platform upgrade for a seamless transition; and their current portfolio includes services to hundreds of other municipalities, that include similar population size to the City, with a high rate of contract renewals.

Weaknesses include: The firm's exponential growth over the past twelve years is of concern to maintain the same level of service with only 43 employees; the current legal challenges as referenced in the proposal and their financial stability; their proposed cost is increasing 33% from current fees.

The proposal exceeds the City's requirements.

Recommendation for Award

On December 21, 2021, the evaluation committee recommended Property Registration Champions, LLC dba PROCHAMP to continue the real property registry and fee collection program in accordance with City Ordinance No. 48-H. The company has met the requirements of RFP No. 8190 and the offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

Property Registration Champions, LLC dba PROCHAMP was selected for the following reasons:

- Their strong local, regional, and national presence;
- Their proven ability to operate the City's foreclosure registry and fee collection program;
- Their highly experienced team members capable of performing the work.

RESOLUTION NO. 2022-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO PROPERTY REGISTRATION CHAMPIONS, LLC DBA PROCHAMPS (“CONTRACTOR”) FOR CONTRACTOR TO PROVIDE FORECLOSURE REGISTRY SERVICES AT AN ESTIMATED ANNUAL FEE OF \$269,666.67 FOR A TOTAL CONTRACT AMOUNT OF \$809,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to hire a firm to assist the Codes Compliance Assistance Department with identifying vacant and abandoned properties and to perform related foreclosure registry services; and

WHEREAS, the City received two proposals for foreclosure registry services pursuant to RFP No. 8190 dated December 7, 2021; and

WHEREAS, Property Registration Champions, LLC dba PROCHAMPS has met the specifications, terms and conditions of RFP No. 8190 dated December 7, 2021; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Codes Compliance Assistance Department, recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year agreement with one two-year renewal option to Property Registration Champions, LLC dba PROCHAMPS (“Contractor”) for Contractor to provide foreclosure registry services at an estimated annual fee of \$269,666.67 for a total contract amount of \$809,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.


This resolution shall become effective immediately upon its adoption.

Approved by:

Christina Boussias

City Attorney (Designee)

00606140

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145472
Name:	Pocengal, Nicholas W	Request Date:	24-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Foreclosure Registry Svcs, February 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Foreclosure Registry Svcs, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	24-JAN-2022	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	24-JAN-2022	User Defined
2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	24-JAN-2022	User Defined

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a proposal from Property Registration Champions, LLC dba PROCHAMPS, for foreclosure registry services, at an estimated annual revenue of \$809,000, of which the vendor receives \$347,870 and the City receives \$461,130 for a total contract amount of \$1,860,700.

Explanation: The Procurement and Supply Management Department received two proposals for foreclosure registry services.

The two proposals were received from:

Offerors

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The city will have free access to, and training, on the web-based electronic registry system and reporting tools. Also, the vendor will provide the website and reporting tools to support to the city.

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Property Registration Champions, LLC dba PROCHAMPS \$1,860,700

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Weaknesses include: The firm's exponential growth over the past twelve years is of concern to maintain the same level of service with only 43 employees; the current legal challenges as referenced in the proposal and their financial stability; their proposed cost is increasing 33% from current fees.

The proposal exceeds the City's requirements.

Recommendation for Award

On December 21, 2021, the evaluation committee recommended Property Registration Champions, LLC dba PROCHAMP to continue the real property registry and fee collection program in accordance with City Ordinance No. 48-H. The company has met the requirements of RFP No. 8190 and the offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

Property Registration Champions, LLC dba PROCHAMP was selected for the following reasons:

- Their strong local, regional, and national presence;
- Their proven ability to operate the City's foreclosure registry and fee collection program;
- Their highly experienced team members capable of performing the work.

RESOLUTION NO. 2022-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO PROPERTY REGISTRATION CHAMPIONS, LLC DBA PROCHAMPS (“CONTRACTOR”) FOR CONTRACTOR TO PROVIDE FORECLOSURE REGISTRY SERVICES AT AN ESTIMATED ANNUAL FEE OF \$269,666.67 FOR A TOTAL CONTRACT AMOUNT OF \$809,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to hire a firm to assist the Codes Compliance Assistance Department with identifying vacant and abandoned properties and to perform related foreclosure registry services; and

WHEREAS, the City received two proposals for foreclosure registry services pursuant to RFP No. 8190 dated December 7, 2021; and

WHEREAS, Property Registration Champions, LLC dba PROCHAMPS has met the specifications, terms and conditions of RFP No. 8190 dated December 7, 2021; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Codes Compliance Assistance Department, recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year agreement with one two-year renewal option to Property Registration Champions, LLC dba PROCHAMPS (“Contractor”) for Contractor to provide foreclosure registry services at an estimated annual fee of \$269,666.67 for a total contract amount of \$809,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.


This resolution shall become effective immediately upon its adoption.

Approved by:

Christina Boussias

City Attorney (Designee)

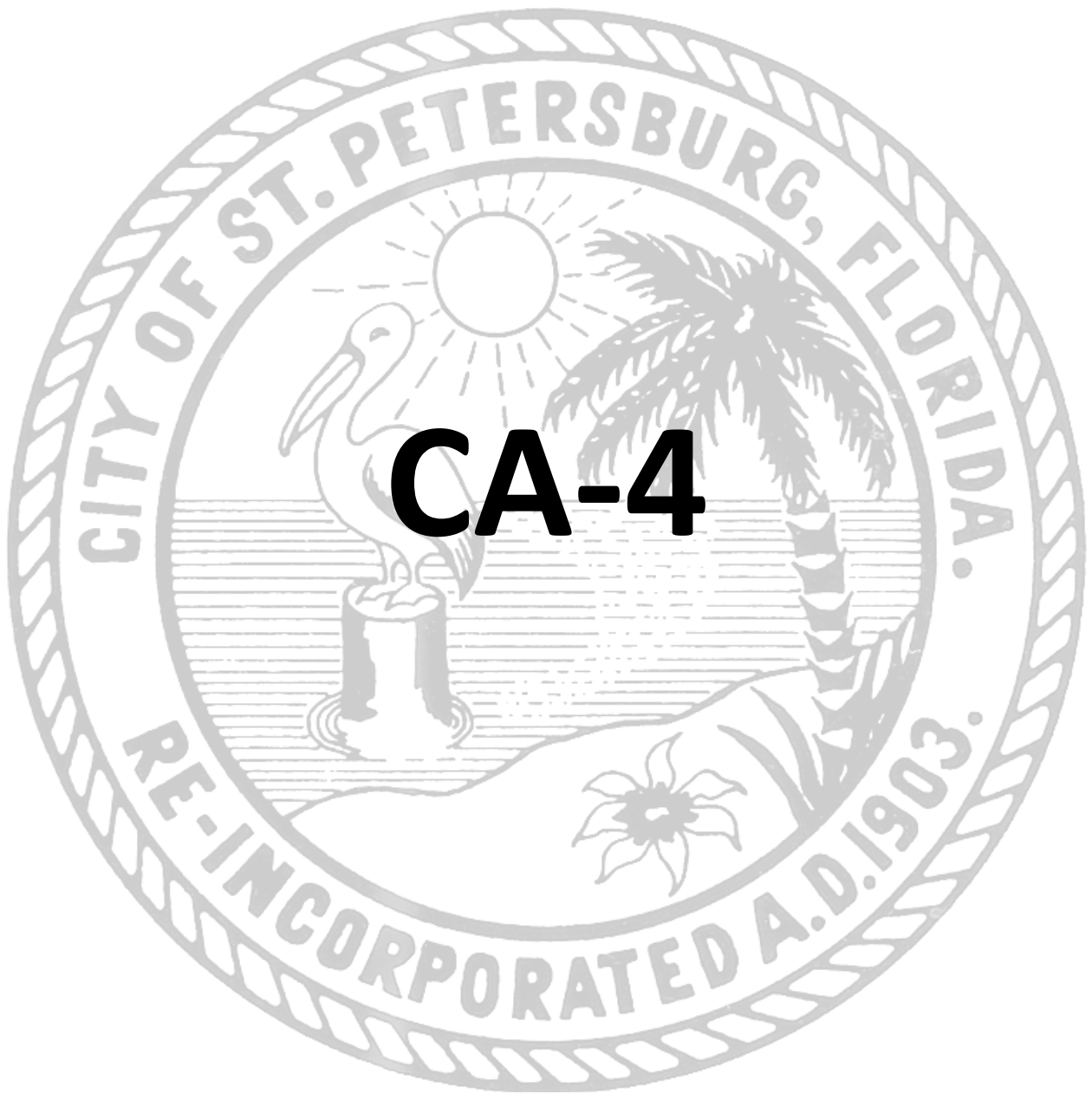
00606140

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					145472
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2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	24-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a proposal from Xylem Water Solutions U.S.A., Inc., a sole source supplier, for six dry-pit submersible pumps, for the Water Resources Department, for a total cost of \$1,136,089.
Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving a proposal from Xylem Water Solutions U.S.A., Inc., a sole source supplier, for six dry-pit submersible pumps, for the Water Resources Department, for a total cost of \$1,136,089.

Explanation: The vendor will furnish and deliver four high flow 470-HP and two 140-HP Jockey Flygt dry-pit submersible pumps, six operator panels, six monitors with anchoring hardware, two spare impellers, inlet elbows, t-stands and adhesive nozzles. These pumps have been recommended to accommodate the increasingly high flow conditions that exist at Lift Station No. 85, the city's largest master lift station. The combination of these pumps will sustain both high and low flow conditions, provide a high-quality standard lifespan, and will maximize operational performance. This upgrade has been taken under careful consideration by architecture and engineering recommendations, City staff and HDR Engineering to eliminate the current operational issues. Xylem Water Solutions is the only source for Flygt wet and dry-pit submersible pumps, which is a direct replacement for the existing pumps and match the other existing equipment, therefore, a sole source purchase is recommended.


The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends for award:

Xylem Water Solutions U.S.A., Inc., (Apopka, FL)\$1,136,089

This purchase is made in accordance with Section 2-212 (a) (1) of the Procurement Code, which authorizes the use of sole source procurement when a supply or service is available from only one source.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF LST #85 Rehabilitation Project (18356).

Attachments: Sole Source
Resolution

 <div> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					46471
Name:	Sparks, Robert E	Request Date:	31-JAN-2020	Status:	APPROVED

Authorization Request	
Subject:	Sole Source Xylem Flygt Pumps
Message:	Sole Source Xylem Flygt Pumps
Supporting Documentation:	A Xylem Sole Source.pdf

	Approver	Completed By	Response	Response Date	Type
0	Sparks, Robert E		SUBMITTED	31-JAN-2020	
1	Wise, Charles R Jr	Wise, Charles R Jr	APPROVE	03-FEB-2020	User Defined
2	Rhea, Lisa Robinson	Rhea, Lisa Robinson	APPROVE	03-FEB-2020	User Defined
3	Palenchar, John Edward	Palenchar, John Edward	APPROVE	04-FEB-2020	User Defined
4	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	04-FEB-2020	User Defined
5	Moore, Louis S	Moore, Louis S	APPROVE	04-FEB-2020	User Defined
6	Dewar, Karen M	Dewar, Karen M	APPROVE	13-FEB-2020	User Defined

RESOLUTION NO. 2022-____

A RESOLUTION DECLARING XYLEM WATER SOLUTIONS U.S.A., INC. TO BE A SOLE SOURCE SUPPLIER FOR FLYGT WET AND DRY-PIT SUBMERSIBLE PUMPS; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE OF FLYGT WET AND DRY-PIT SUBMERSIBLE PUMPS AND OTHER EQUIPMENT FROM XYLEM WATER SOLUTIONS, U.S.A., INC. FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$1,136,089; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase Flygt wet and dry-pit submersible pumps along with other equipment to accommodate the increasingly high flow conditions at Lift Station No. 85; and

WHEREAS, Xylem Water Solutions, U.S.A., Inc. is the only source for Flygt wet and dry-pit submersible pumps, which is a direct replacement for the existing pumps and a match to the existing equipment; and

WHEREAS, Section 2-212 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of the purchase to Xylem Water Solutions, U.S.A., Inc. as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Xylem Water Solutions, U.S.A., Inc. is declared a sole source supplier for Flygt wet and dry-pit submersible pumps.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase of Flygt wet and dry-pit submersible pumps and other equipment from Xylem Water Solutions, U.S.A., Inc. for the Water Resources Department at a total cost not to exceed \$1,136,089 is hereby approved.


BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

A handwritten signature in blue ink, appearing to read "Randy H.", is written over a horizontal line.

City Attorney (Designee
00605793

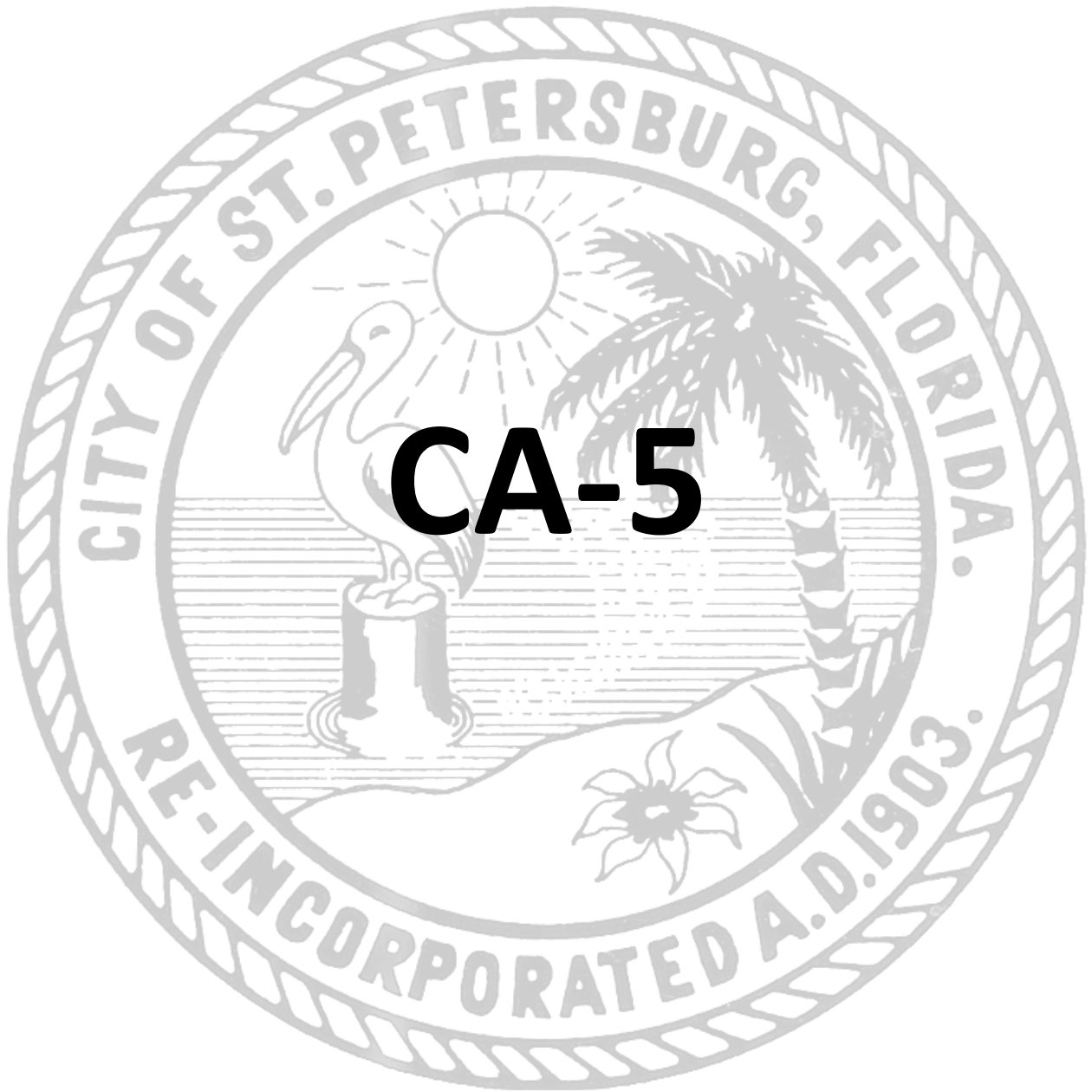
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145214
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	6 Water Pumps, February 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for 6 Water Pumps, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	860-66 Pumps, Water (6) February 10, 2022 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	24-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Acknowledging the selection of HDR Engineering, Inc. as the most qualified firm to provide professional services for the Northeast Water Reclamation Facility (NEWRF) Planning and Implementation Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with HDR Engineering for facility planning services for the NEWRF Planning and Implementation Project, for an amount not to exceed \$826,587.84; and providing an effective date (ECID Project No. 21062-111; Oracle Project No. 18043).

Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Acknowledging the selection of HDR Engineering, Inc. as the most qualified firm to provide professional services for the Northeast Water Reclamation Facility (NEWRF) Planning and Implementation Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with HDR Engineering for facility planning services for the NEWRF Planning and Implementation Project, for an amount not to exceed \$826,587.84; and providing an effective date (ECID Project No. 21062-111; Oracle Project No. 18043).

Explanation: On June 2, 2021, the City issued Request for Qualifications No. 8024 Consulting Services, Northeast WRF Planning and Implementation. On June 10, 2021, the City received five Statements of Qualifications (SOQs) from the following firms:

1. AECOM, Inc.
2. Cardno, Inc.
3. Freese and Nichols, Inc.
4. Hazen and Sawyer PC
5. HDR Engineering, Inc.

The evaluation committee was comprised of the following team from the Water Resources and Engineering and Capital Improvements Departments:

Diana Smilova, Engineering Design Manager
Lisa Rhea, Senior Water Resources Manager
Tanel Andry, Senior Professional Engineer
Frank Niles, Water Reclamation Facilities Manager
Craven Askew, Water Reclamation Plant Chief Operator

The statements of qualifications were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Certification as a Small, Minority, Women and Disadvantaged Business Enterprise

On July 13, 2021, the evaluation committee met to shortlist the firms. The committee recommended that all firms be asked to participate in interviews:

1. AECOM, Inc.
2. Cardno, Inc.
3. Freese and Nichols, Inc.
4. Hazen and Sawyer PC
5. HDR Engineering, Inc.

On July 28, 2021, the evaluation committee heard presentations from all firms and ranked HDR Engineering, Inc. as the top-ranked firm, taking into consideration their qualifications and experience, understanding of the project, local knowledge, appropriate staffing structure, prior experience with the City's wastewater treatment facilities, and procedures to ensure maintenance of wastewater treatment facility operations during construction, as well as the evaluation criteria as set forth in RFQ No. 8024. The evaluation committee recommended starting negotiations with HDR Engineering, Inc.

Administration has negotiated an A/E agreement with HDR Engineering, Inc. for a lump sum fee of \$826,587.84. Once City Council acknowledges the selection of HDR, Inc. the City and HDR Engineering, Inc. will enter into an A/E agreement for the NEWRF Planning and Implementation project. HDR Engineering, Inc. will provide the following services:

- Task 1 Project Management - Perform functions to maintain project schedule, budget, and quality control.
- Task 2 Kick-Off Meeting, Data Collection and Review - Conduct a project kick-off meeting. Collect and review data, drawings, surveys, technical reports, and permits to establish what is available and identify gaps.
- Task 3 Basis of Planning and Design Criteria – Establish existing and potential future regulatory requirements; review available City plans for reuse system expansion and prepare a nutrient balance calculation to incorporate options to implement nutrient removal; confirm City's level of service goals and basis of planning design criteria.
- Task 4 Wetland Feasibility, Permitting, and Operations – Conduct a site visit and develop a high-level wetland feasibility memorandum including permitting requirements, operations considerations, and public access.
- Task 5 Condition Assessment of Existing Facilities - Perform a visual condition assessment of existing conditions.
- Task 6 Alternatives Development – Develop alternatives for nutrient removal process treatment and other improvements including a cost benefit analysis of several scenarios for support of decision making by the City.
- Task 7 Facility Plan Development – Develop a Facility Plan including site master planning, resilience recommendations, permitting requirements, capital improvements planning. Develop a Facility Plan Report that summarizes the scope of work that has been completed under this agreement.
- Task 8 Programmatic Envision Guidance – Develop a Draft Programmatic Envision Guidance for the NEWRF Improvements.
- Task 9 Presentations – Develop presentations and participate in presentations, as requested.

Upon completion of the facility planning services, the Engineering and Capital Improvements Department will negotiate additional services with the A/E which may include design services, owner's advisor, bidding, and/or construction administration services. An amendment to the A/E agreement for additional services will be presented to City Council for approval.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends that City Council approve the attached resolution.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE Facilities Plan FY21 Project (18043).

Attachments: Technical Evaluation (4 pages)
Resolution

Technical Evaluation
925-96 Consulting Services, Northeast WRF Planning and Implementation

Summary Work Statement

The City received five Statements of Qualifications (SOQs) for RFQ No. 8024: Consulting Services, Northeast WRF Planning and Implementation. The successful firm will provide architectural and engineering services for City Facility Improvement Projects. The SOQs were received from the following:

1. AECOM, Inc.
2. Cardno, Inc.
3. Freese and Nichols, Inc.
4. Hazen and Sawyer PC
5. HDR Engineering, Inc

Evaluation Committee

Evaluations of the SOQs was conducted by:

Diana Smilova, Engineering Design Manager
Lisa Rhea, Senior Water Resources Manager
Tanel Andry, Senior Professional Engineer
Frank Niles, Water Reclamation Facilities Manager
Craven Askew, Water Reclamation Plant Chief Operator

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team Background and Experience
- Project Approach
- Relevant Project Examples
- Small, Minority, Woman and Disadvantaged Business Enterprise

Offerors' Profiles

Below is a profile of each firm and a summary of the strengths and weaknesses of each as reported after the initial independent review.

AECOM, Inc. is headquartered in Los Angeles, California, and was incorporated in 1970. The firm has been in business for 51 years and employs 48,757 people nationally.

Strengths include: The project team has 31 members, with decades of experience in the industry and includes key personnel as owner's advisory, systems integration/supervisory control and data acquisition (SCADA) services, and overall extensive prior work with the City. the project management team, engineering leadership, their sustainability Envision lead, and the majority of project team is located in their Tampa office. Their proposed used two Small Business Enterprise (SBE) and Minority Business Enterprise (MBE).

Weaknesses include: The project managers lacked facility and /or master planning experience and the proposed Envision lead only shows experience with preliminary Envision assessments.

The proposal meets the City's requirements.

Cardno, Inc. is headquartered in Englewood, Colorado and was incorporated in 2011. The firm has been in business for 76 years and employs 783 people nationally.

Strengths include: The project team is from the local office and includes several engineering interns which shows their commitment in mentoring junior staff ; lead member has a very diverse skill set and can fill several roles within the team, their history working with the City on projects; experience with the current design of the pump at the facility ; project approach is highly technical with an emphasis on proposed cost savings of \$40 to50 million over the lifespan of the project; and the proposed use of several City and Pinellas County certified SBEs and MBEs as subconsultants.

Weaknesses include: Their lack of planning and Envision experience; project approach does not focus on planning or prioritizing the different stages of the project

The proposal meets the City's requirements.

Freese And Nichols, Inc. is headquartered in Ft. Worth, Texas, and was incorporated in 1976. The firm has been in business for 45 years and employs 868 people nationally.

Strengths include: Their strong well-rounded team of 30 professionals with many members local to Tampa, outlined collaborative steps they would take in developing priorities of the project; proposed holding a workshop with City staff to present advanced water treatment design alternatives, discussion of maintenance of plant operations (MOPO) and phasing prioritization of improvements, project examples showed the required technical experience of the firm that included a project identified as the second water treatment facility in the United States that earned an Envision award.

Weaknesses include: They did not provide any technical examples on how they would achieve the City's goals and did not provide suggested alternatives to what was included in the City's Integrated Water Resources Master Plan (IWRMP)

The proposal meets the City's requirements.

Hazen and Sawyer, PC. is headquartered in New York, New York, and was incorporated in 1977. The firm has been in business for 70 years and employs 1191 people nationally.

Strengths include: Their project team is a strong and well-rounded of over 40 professionals; the majority of the team members are located in the Tampa Bay Area and includes the technical teams of Wade Trim, Inc., Mead & Hunt Inc. and Process Controls & Instrumentation, LLC (PCI) all of whom are currently working on projects for the City; they have a clear understanding of the City's vision and goal and have outlined action items in order to achieve them; they included project examples that show their experience with facility planning and design, and have local experience with advanced water treatment; and they proposed use of several SBE, MBE,(DBE) firms as subconsultants.

Weaknesses include: Their staff members are subconsultants and it is not clear how they work together; and their proposal lacked clarity as to how much involvement the SBE/MBE/DBE firms will have in the project.

The proposal meets the City's requirements.

HDR Engineering, Inc. is headquartered in Omaha, Nebraska, and was incorporated in 1985. The firm has been in business for 104 years and employs 10,306 people nationally.

Strengths include: Their project team is made up of 50 professionals, familiarity with the facility and its layout and needs, project team has worked together with the City in the past and includes McKim & Creed who has implemented the Supervisory Control and Data Acquisition (SCADA) system, the project manager has very strong facility planning experience; project approach contains elements to highlight collaboration with City staff; they listed several alternate technologies and nutrient removal methodologies; their facility planning and conditions assessment is very strong; they proposed use of three SBE/WBE/DBE, namely Metzger & Willard, Inc., Tierra, Inc. and Lad & Water Engineering Science, Inc.

Weaknesses include: Their local team members were not involved in the advanced water treatment projects, their lack of clarity as to the amount of work the SBE/WBE/DBE firms would be involved in.

The proposal meets the City's requirements.

Shortlisting and Oral Presentations

On July 13, 2021, the SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. All firms were invited to make presentations.

On July 28, 2021, the evaluation committee heard presentations from the five finalist firms. The evaluation committee ranked the firms as follows:

Rank	Firm
1.	HDR Engineering, Inc.
2.	Freese and Nichols, Inc.
3.	AECOM, Inc.
4.	Hazen and Sawyer, PC
5.	Cardno, Inc.

Recommendation for Award

On July 28, 2021, the evaluation committee deliberated to discuss the SOQs, presentations, and interviews of the five finalist firms. HDR Engineering, Inc. was recommended for the award as the highest ranked firm since they met the requirements of RFQ No. 8024 and they haven determined to be the most qualified, taking into consideration their years of providing these services and the evaluation criteria set forth in the RFQ.

The firm was selected for the following reasons:

- Their years of experience of the project managers and key team members working on similar projects.

- Their inclusion of McKim & Creed for the SCADA System, instrumentation and controls and electrical and Jones Edmunds for preliminary treatment and biological processes.
- Their familiarity of the Northeast Water Reclamation Facility.
- Their approach to public outreach and public relations.
- Their extensive experience in facility planning.
- Their use of computer-based tools that will allow City stakeholders to track in real time the project progress.

A RESOLUTION ACKNOWLEDGING THE SELECTION OF HDR ENGINEERING, INC. ("HDR") AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL SERVICES FOR THE NORTHWEST WATER RECLAMATION FACILITY PLANNING AND IMPLEMENTATION PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH HDR FOR HDR TO PROVIDE (I) PROJECT MANAGEMENT, (II) A KICK OFF MEETING, DATA COLLECTION, AND REVIEW, (III) A BASIS OF PLANNING AND DESIGN CRITERIA, (IV) WETLAND FEASIBILITY, PERMITTING AND OPERATIONS, (V) CONDITION ASSESSMENT OF EXISTING FACILITIES, (VI) ALTERNATIVES DEVELOPMENT, (VII) FACILITY PLAN DEVELOPMENT, (VIII) PROGRAMMATIC ENVISION GUIDANCE AND (IX) PRESENTATIONS RELATED TO THE PROJECT IN AN AMOUNT NOT TO EXCEED \$826,587.84; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 21062-111; ORACLE NO. 18043)

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 8024 dated June 2, 2021 for the Northwest Water Reclamation Facility Planning and Implementation Project ("Project"); and

WHEREAS, the City received five (5) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Diana Smilova, Lisa Rhea, Tanel Andry, Frank Niles, and Craven Askew) met on July 13, 2021 to discuss the SOQs and motioned to hear presentations and conduct interviews on July 28, 2021 with the five (5) firms who submitted SOQs; and

WHEREAS, on July 28, 2021, the selection committee conducted interviews and heard presentations from the five (5) firms 1) HDR Engineering, Inc. ("HDR"); 2) Freese and Nichols, Inc.; 3) AECOM, Inc.; 4) Hazen and Sawyer, PC; and 5) Cardno, Inc.; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the five (5) firms, the selection committee met on July 28, 2021 and ranked HDR as the most qualified firm to provide professional services for the Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of HDR as the most qualified firm to provide professional services for the Project and authorize the Mayor or his designee to execute an architect/engineering agreement with HDR.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of HDR Engineering, Inc. ("HDR") as the most qualified firm to provide professional services for the Northwest Water Reclamation Facility Planning and Implementation Project is hereby acknowledged.


BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an architect/engineering agreement with HDR for HDR to provide (i) project management, (ii) a kick off meeting, data collection, and review, (iii) a basis of planning and design criteria, (iv) wetland feasibility, permitting and operations, (v) condition assessment of existing facilities, (vi) alternatives development, (vii) facility plan development, (viii) programmatic Envision guidance and (ix) presentations related to the Project in an amount not to exceed \$826,587.84

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee)
00605794

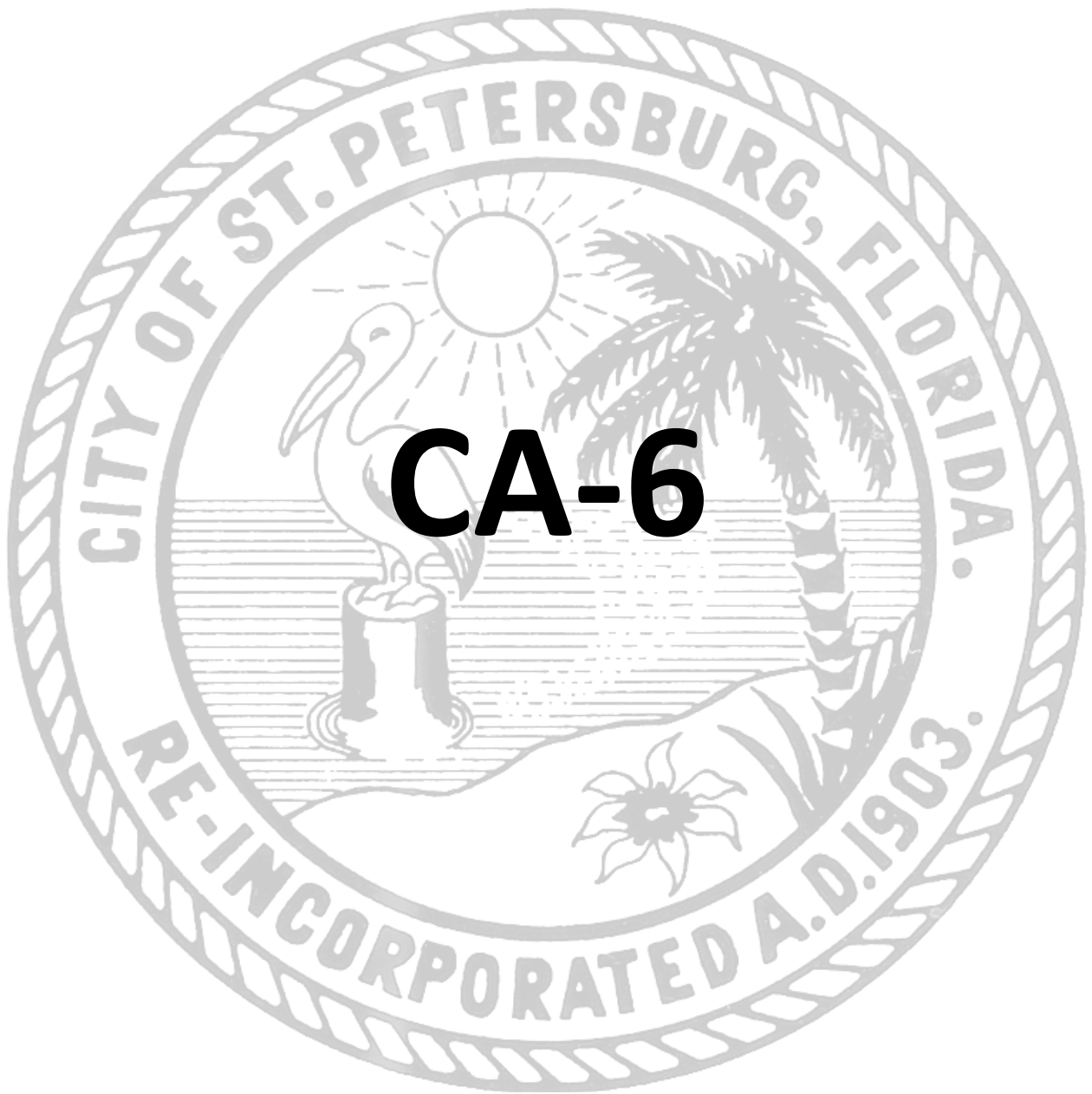
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145221
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Consult. Svcs, NEWRF Planning & Implement., Feb 10
Message:	Submitted for your approval, please find attached Consent Write-up for Consulting Services, NEWRF Planning & Implementation Project, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	925-96 Consulting Services NE WRF Planning and Implementation February 10 2022 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a bid and approving the award of an agreement to D-Mar General Contracting & Development Inc. for the Fire Station No. 13 heating, ventilation, and air conditioning replacement project in an amount of \$630,679 (Engineering Project No. 18222-019; Oracle No's: 16224,16738,18896); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$206,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Fire Station 13 HVAC Project (18896); and providing an effective date.

Please scroll down to view the backup material.



CA-6

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a bid and approving the award of an agreement to D-Mar General Contracting & Development Inc. for the Fire Station No. 13 heating, ventilation, and air conditioning replacement project in an amount of \$630,679 (Engineering Project No. 18222-019; Oracle No's: 16224,16738,18896); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$206,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Fire Station 13 HVAC Project (18896); and providing an effective date.

Explanation: The Procurement and Supply Management Department received one bid for the heating, ventilation, and air conditioning replacement project. The bids were opened on December 14, 2021, and tabulated as follows:

<u>Bidder</u>	<u>Amount</u>
D-Mar General Contracting & Development, Inc (Clearwater)	\$630,679

The contractor will provide all labor, material, services, and equipment necessary for removal of existing generator, ductwork, air handling unit, condensing units and associated appurtenances and installation of a new Variable Refrigerant Flow (VRF) System with nine zones to provide individual controls with a dedicated outdoor air handling unit to provide ventilation and pressurization and a new 50 KW generator. In order to perform this work within an occupied Fire Station, a temporary modular facility will be leased and located on site during the three-month period that the station will be under construction. Funding for the lease of the modular building as well as project related inspection services are requested in the additional appropriation.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

D-Mar General Contracting & Development Inc. (Clearwater).....\$630,679

D-Mar General Contracting & Development Inc., the sole responsive and responsible bidder, has met the specifications, terms and conditions of IFB No. 8196 dated November 9, 2021. They have performed similar work for the City of Gulfport and have performed satisfactorily. The president of the firm is Doreen Caudell.

City Code 2-234, Small Business Enterprise Assistance Program requires a goal to be assigned to all construction projects over \$50,000. D-Mar General Contracting & Development, Inc., a certified Small Business Enterprise of the City, has exceeded the 5% SBE Participation goal on this project.

The contractor will begin work approximately ten calendar days from written Notice to Proceed. Work completion is scheduled within one hundred and fifty days (150) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the General Capital Improvement Fund (3001), Fire Station 13 HVAC Project

(18896) and the City Facilities Capital Improvement Fund (3031), City Facilities HVAC Replacement/Upgrade 18 Project (16224) and City Facilities HVAC Replacement/Upgrade 19 Project (16738). Additional funding will be available after the approval of a supplemental appropriation in the amount of \$206,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Fire Station 13 HVAC Project (18896).

Attachments: Resolution

RESOLUTION 2022-_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO D-MAR GENERAL CONTRACTING & DEVELOPMENT INC. FOR THE FIRE STATION NO. 13 HEATING, VENTILATION, AND AIR CONDITIONING REPLACEMENT PROJECT IN THE AMOUNT OF \$630,679; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$206,000 FROM THE UNAPPROPRIATED BALANCE OF THE PUBLIC SAFETY CAPITAL IMPROVEMENT FUND (3025) TO THE FIRE STATION 13 HVAC PROJECT (18896) TO PROVIDE NECESSARY FUNDING FOR THIS PROJECT INCLUDING LEASE OF THE MODULAR BUILDING AND PROJECT RELATED INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received one (1) bid for the Fire Station No. 13 Heating, Ventilation, and Air Conditioning Replacement Project pursuant to IFB No. 8196 dated November 9, 2021; and

WHEREAS, D-Mar General Contracting & Development Inc., the sole responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 8196; and

WHEREAS, the remainder of the funding needed for this project, including lease of the modular building and project related inspection services, will be available after a supplemental appropriation in the amount of \$206,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Fire Station 13 HVAC Project (18896); and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to D-Mar General Contracting & Development Inc. for the Fire Station No. 13 Heating, Ventilation, and Air Conditioning Replacement Project in the amount of \$630,679 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) the following supplemental appropriation for fiscal year 2022:

<u>Public Safety Capital Improvement Fund (3025)</u>	
Fire Station 13 HVAC Project (18896)	\$206,000

This Resolution shall become effective immediately upon its adoption.


Approved by:



City Attorney (Designee)
00605789



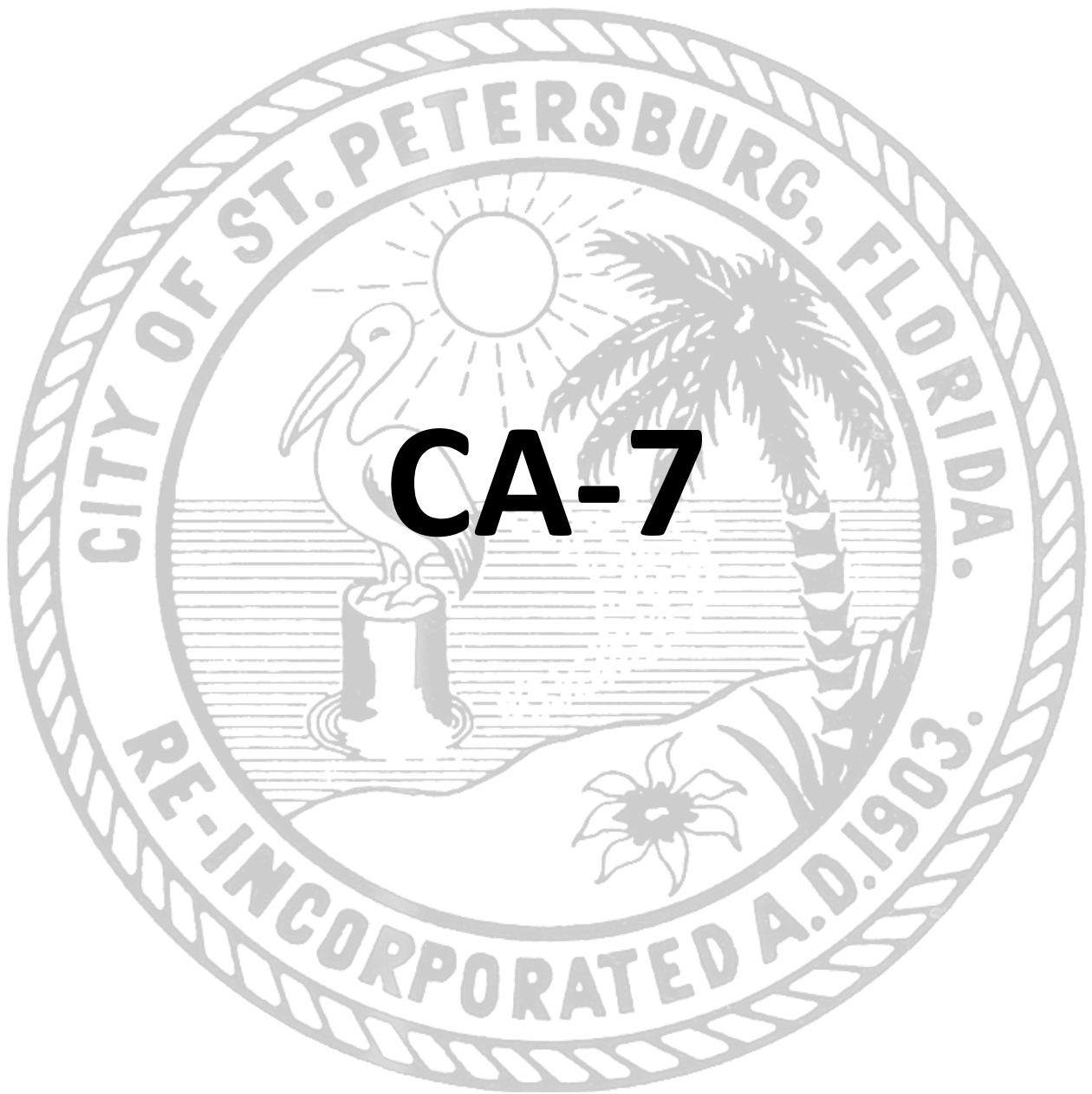
Budget

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145216
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Fire Station No13 HVAC Replacement, Feb 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Fire Station No 13 HVAC Replacement, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution approving the plat Marina Bay Garden Villas Phase 3, generally located at 47, 51, 55 and 59 Bayview Court South; setting forth conditions; and providing an effective date. (City File No.: DRC 21-20000021)
Please scroll down to view the backup material.



CA-7



SAINT PETERSBURG CITY COUNCIL

Meeting of February 10, 2022

TO: The Honorable Council Chair Gina Driscoll, and Members of City Council

SUBJECT: A Resolution approving the plat Marina Bay Garden Villas Phase 3, generally located at 47, 51, 55 and 59 Bayview Court South; setting forth conditions; and providing an effective date. (City File No.: DRC 21-20000021)

RECOMMENDATION: The Administration recommends **APPROVAL**.

DISCUSSION:

The applicant is requesting approval of a plat to create one (1) Common Tract and 10 buildable villa lots instead of condo lots for 12 units. The zoning for the subject lot is Neighborhood Planned Unit Development – 1 (NPUD-1). The project received approval of a minor modification to the site plan on December 6, 2021.

The language in Condition 1 of the resolution notes that certain Engineering conditions must be met prior to a Certificate of Occupancy.

Attachments: Location Map, Minor Modification Approval letter and Application, Resolution with Plat, Engineering Memorandum dated December 8, 2021

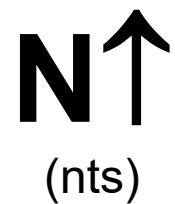
Administration: _____

Budget: _____ N/A

Legal: _____ 



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 21-20000021
Address: 47, 51, 55, 59 Bayview Ct. S.





December 6, 2021

Reza Yazdani, Manager
Marina Bay Development, LLC
4500 54th Ave S.
St. Petersburg, FL 33711

Re: Case No.: 21-31000025
Address: 4500/4590/4630 54th Avenue South
Request: Approval of a minor modification to a previously approved site plan for the Marina Bay development (SE 05-31000044 and SPR 18-31000003)

Dear Mr. Yazdani:

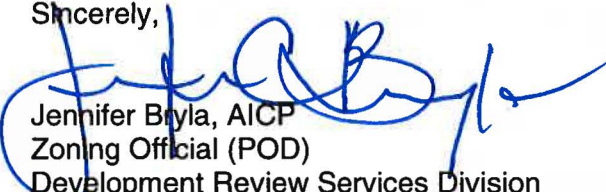
You are hereby notified that the above-referenced item was administratively **APPROVED** by the Development Review Services Division. Pursuant to Section 16.70.040.1.H.1., Modifications, staff finds the request to be a minor modification and therefore administratively approves the site plan minor modification, subject to the Special Conditions of Approval of the previous approval, Case SE 05-31000044 and SPR 18-31000003, and an additional condition as noted below. As shown on the revised Site Plan submitted with this application, minor changes were made to the number of condominium and villa (townhouse lots) units that were previously approved. The applicant is proposing to eliminate 12-condominium units and replacing them with 10-villas. As per the attached Data Tables and the Site Plan, the modifications to building coverage, impervious surface, paving, open green space constitute less than 5% of the lot area, or 146,434 square feet.

Additional Special Condition of Approval

1. This approval shall remain in effect until December 6, 2024, in accordance with Section 16.70.010.9. Substantial construction shall commence on the final phase, unless an extension is requested and approved by the POD prior to this expiration date, or each phase shall commence within two years from the date the certificate of occupancy is issued for the previous phase.

If you have any questions, please feel free to contact me at 727-892-5344.

Sincerely,


Jennifer Bryla, AICP
Zoning Official (POD)
Development Review Services Division

ec: sue@marinabaystpete.com



P.O. Box 2842
St. Petersburg, FL 33731-2842
T: 727-893-7111



☐ SPECIAL EXCEPTION
☒ SITE PLAN REVIEW

Application No. _____

All applications are to be filled out completely and correctly. The application shall be submitted to the Development Review Services Division, located on the 1st floor of the Municipal Services Building, One Fourth Street North.

GENERAL INFORMATION	
NAME of APPLICANT (Property Owner): Marina Bay Development II, LLC	
Street Address:	4500 54th Avenue S.
City, State, Zip:	St. Petersburg, FL 33711
Telephone No:	727-460-9109 Email: sue@marinabaystpete.com
NAME of AGENT OR REPRESENTATIVE: Sue Yazdani	
Street Address:	4500 54th Avenue S.
City, State, Zip:	St. Petersburg, FL 33711
Telephone No:	727-460-9109 Email: sue@marinabaystpete.com
NAME of ARCHITECT or ENGINEER:	
Company Name:	A&K Drafting and Design Contact Name: Robert Parker
Telephone No:	352-410-0199
Website:	www.AKDraftingDesign.com Email: robert@akdraftingdesign.com
PROPERTY INFORMATION:	
Address/Location:	Email:
Parcel ID#(s):	
DESCRIPTION OF REQUEST: Minor modification for replat.	
PRE-APP MEETING DATE: 8-17-21 STAFF PLANNER: Jennifer Bryla & Cheryl Bergailo	

SPECIAL EXCEPTION (SE)		FEE SCHEDULE		SITE PLAN REVIEW (SPR)	
Special Exception (SE), General Application:	\$1,250.00	Site Plan Review (SPR), General, By Commission	\$1,250.00		
Special Exception (SE), Modification:	\$ 500.00	Site Plan Review (SPR), General, By POD	\$ 500.00		
Concurrency	\$ 25.00	Site Plan Review (SPR), General, Related to SE	\$ 0.00		
VARIANCES		Site Plan Review (SPR), Modification, By Commission	\$ 500.00		
Each Variance Requested for SE/SPR	\$ 200.00	Site Plan Review (SPR), Modification, By POD	\$ 250.00		

Cash, credit, and checks made payable to the "City of St. Petersburg"

AUTHORIZATION

City staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the inspections will be referred to the City's Codes Compliance Assistance Department. The applicant, by filing this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant's signature affirms that all information contained within this application has been completed and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

NOTE: IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.

Signature of Owner/Agent*: _____ Date: 10-23-2021
*Affidavit to Authorize Agent required, if signed by Agent.

☐ SPECIAL EXCEPTION
☒ SITE PLAN REVIEW

DATA SHEET

ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED. FAILURE TO COMPLETE THIS FORM WILL RESULT IN DEFERRAL OF YOUR APPLICATION.

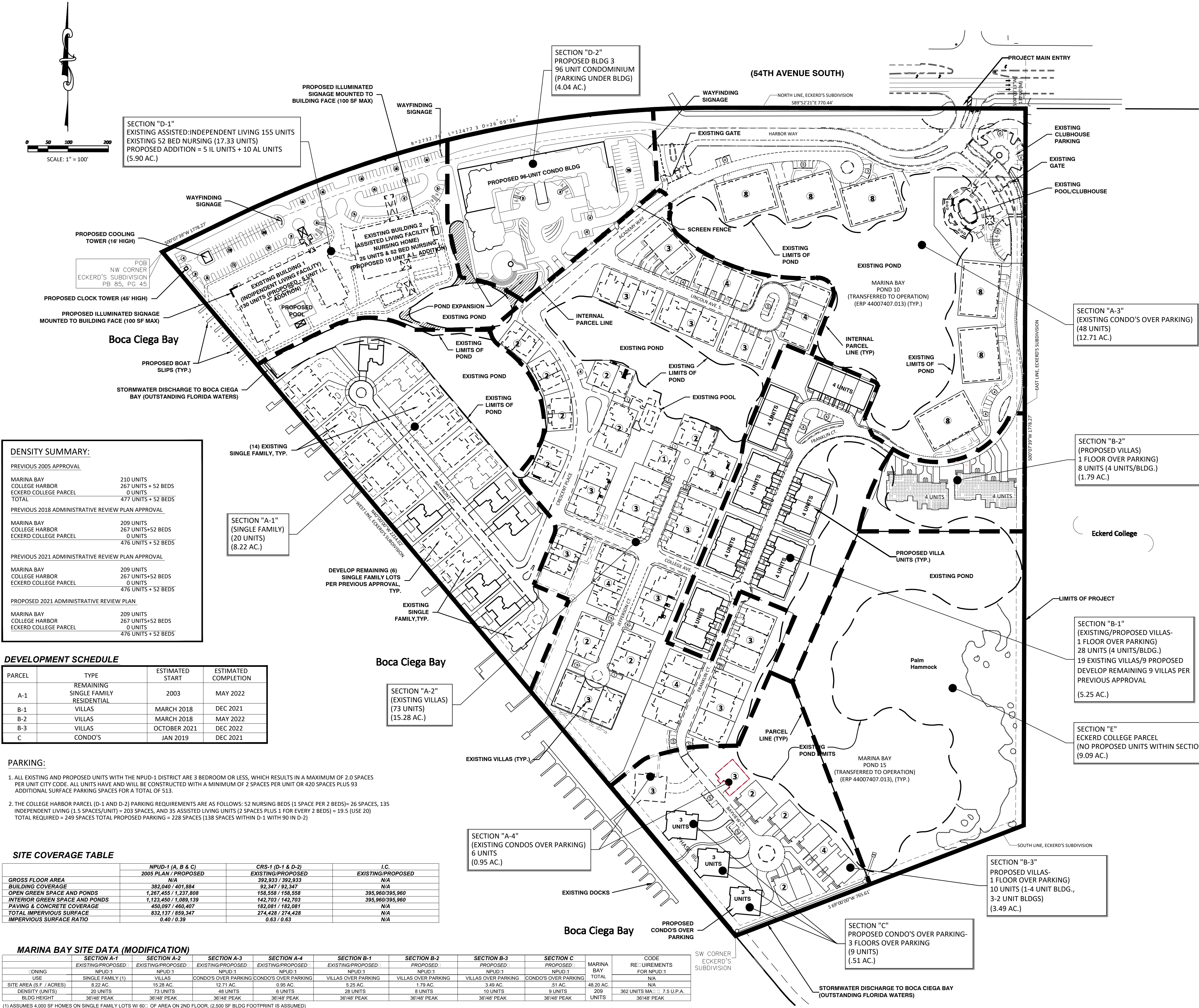
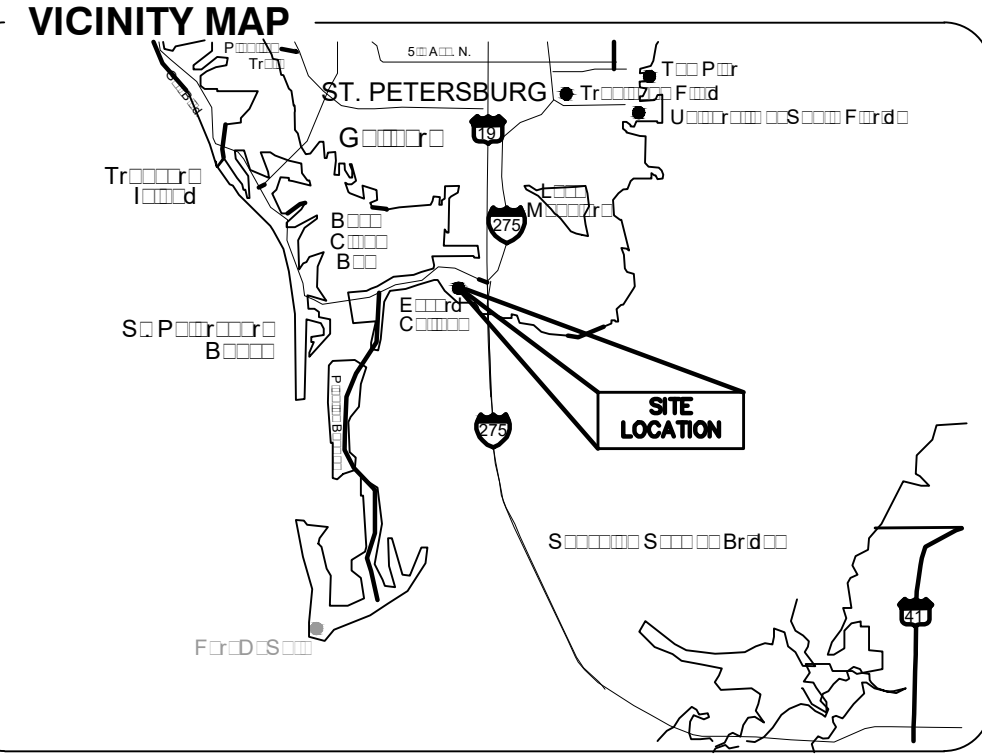
DATA TABLE					
1.	Zoning Classification:				
	NPUD-1, CRS-1 & I.C.				
2.	Existing Land Use Type(s):				
	Single Family Residential, Villas, Condos, Assisted, Independent & Nursing Facility				
3.	Proposed Land Use Type(s):				
	Single Family Residential, Villas, Condos, Assisted, Independent & Nursing Facility				
4.	Area of Subject Property:				
	67.234 Acres				
5.	Variance(s) Requested:				
	Previously approved green yard reduction to 40 ft. & waterfront yard setback reduction to 10 ft.				
6.	Gross Floor Area (total square feet of building(s))				
	Existing:	831,370	Sq. ft.		
	Proposed:	NA	Sq. ft.		
	Permitted:	1,464,356	Sq. ft.		
7.	Floor Area Ratio (total square feet of building(s) divided by the total square feet of entire site)				
	Existing:	.28	Sq. ft.		
	Proposed:	.28	Sq. ft.		
	Permitted:	.50	Sq. ft.		
8.	Building Coverage (first floor square footage of building)				
	Existing:	490,997	Sq. ft.	16.76	% of site
	Proposed:	494,231	Sq. ft.	16.87	% of site
	Permitted:	N/A	Sq. ft.		% of site
9.	Open Green Space (include all green space on site; do not include any paved areas)				
	Existing:	1,795,560	Sq. ft.	61.30	% of site
	Proposed:	1,798,794	Sq. ft.	61.41	% of site
10.	Interior Green Space of Vehicle Use Area (include all green space within the parking lot and drive lanes)				
	Existing:	49,970(1)	Sq. ft.	30.90(1)	% of vehicular area
	Proposed:	49,970(1)	Sq. ft.	30.90(1)	% of vehicular area
11.	Paving Coverage (including sidewalks within boundary of the subject property; do not include building footprint(s))				
	Existing:	642,575	Sq. ft.	21.94	% of site
	Proposed:	642,488	Sq. ft.	21.93	% of site

☐ SPECIAL EXCEPTION
☒ SITE PLAN REVIEW

DATA SHEET

DATA TABLE (continued page 2)

12.	Impervious Surface Coverage (total square feet of all paving, building footprint and other hard surfaced areas)					
	Existing:	1,133,862	Sq. ft.	38.715	% of site	
	Proposed:	1,133,775	Sq. ft.	38.713	% of site	
	Permitted:	1,921,061	Sq. ft.	varies (2)	% of site	
	(2) (CRS-1) 0.75 x 9.94 AC +(NPUD-1) 0.60 x 48.20 AC + (I.C.) 0.85 x 9.09 AC					
13.	Density / Intensity					
	<u>No. of Units</u>		<u>No. of Employees</u>		<u>No. of Clients (C.R. / Home)</u>	
	Existing:	7.35/UPA	Existing:		Existing:	
	Proposed:	7.35/UPA	Proposed:		Proposed:	
	Permitted:	12/UPA				
	494 Units / 67.234 AC = 7.35 UPA					
14 a.	Parking (Vehicle) Spaces					
	Existing:	762	includes	11	disabled parking spaces	
	Proposed:	759	includes	11	disabled parking spaces	
	Permitted:		includes		disabled parking spaces	
14 b.	Parking (Bicycle) Spaces					
	Existing:		Spaces		% of vehicular parking	
	Proposed:	TBD (3)	Spaces		% of vehicular parking	
	Permitted:		Spaces		% of vehicular parking	
	(3) Development after 3-1-2018 to comply with Bicycle Parking requirements, Section 16.40.090.4.					
15.	Building Height					
	Existing:	36/48 Peak (3)	Feet		Stories	
	Proposed:	36/48 Peak (3)	Feet		Stories	
	Permitted:	36/48 Peak	Feet		Stories	
	(3) CRS-1 proposed to be 85' high.					
16.	Construction Value					
	What is the estimate of the total value of the project upon completion? \$					
	N/A					
	Note: See Drainage Ordinance for a definition of "alteration." If yes, please be aware that this triggers Drainage Ordinance compliance. Please submit drainage calculations to the Engineering Department for review at your earliest convenience. The DRC must approve all Drainage Ordinance variances.					



DENSITY SUMMARY:	
PREVIOUS 2005 APPROVAL	
MARINA BAY	210 UNITS
COLLEGE HARBOR	267 UNITS + 52 BEDS
ECKERD COLLEGE PARCEL	0 UNITS
TOTAL	477 UNITS + 52 BEDS
PREVIOUS 2018 ADMINISTRATIVE REVIEW PLAN APPROVAL	
MARINA BAY	209 UNITS
COLLEGE HARBOR	267 UNITS+52 BEDS
ECKERD COLLEGE PARCEL	0 UNITS
TOTAL	476 UNITS + 52 BEDS
PREVIOUS 2021 ADMINISTRATIVE REVIEW PLAN APPROVAL	
MARINA BAY	209 UNITS
COLLEGE HARBOR	267 UNITS+52 BEDS
ECKERD COLLEGE PARCEL	0 UNITS
TOTAL	476 UNITS + 52 BEDS
PROPOSED 2021 ADMINISTRATIVE REVIEW PLAN	
MARINA BAY	209 UNITS
COLLEGE HARBOR	267 UNITS+52 BEDS
ECKERD COLLEGE PARCEL	0 UNITS
TOTAL	476 UNITS + 52 BEDS

PARCEL	TYPE	ESTIMATED START	ESTIMATED COMPLETION
A-1	REMAINING SINGLE FAMILY RESIDENTIAL	2003	MAY 2022
B-1	VILLAS	MARCH 2018	DEC 2021
B-2	VILLAS	MARCH 2018	MAY 2022
B-3	VILLAS	OCTOBER 2021	DEC 2022
C	CONDO'S	JAN 2019	DEC 2021

- PARKING:**
- ALL EXISTING AND PROPOSED UNITS WITH THE NPUD-1 DISTRICT ARE 3 BEDROOM OR LESS, WHICH RESULTS IN A MAXIMUM OF 2.0 SPACES PER UNIT CITY CODE. ALL UNITS HAVE AND WILL BE CONSTRUCTED WITH A MINIMUM OF 2 SPACES PER UNIT OR 420 SPACES PLUS 93 ADDITIONAL SURFACE PARKING SPACES FOR A TOTAL OF 513.
 - THE COLLEGE HARBOR PARCEL (D-1 AND D-2) PARKING REQUIREMENTS ARE AS FOLLOWS: 52 NURSING BEDS (1 SPACE PER 2 BEDS) = 26 SPACES, 135 INDEPENDENT LIVING (1.5 SPACES/UNIT) = 203 SPACES, AND 35 ASSISTED LIVING UNITS (2 SPACES PLUS 1 FOR EVERY 2 BEDS) = 19.5 (USE 20) TOTAL REQUIRED = 249 SPACES TOTAL PROPOSED PARKING = 228 SPACES (138 SPACES WITHIN D-1 WITH 90 IN D-2)

	NPUD-1 (A, B & C)		CRS-1 (D-1 & D-2)		I.C.
	2005 PLAN / PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	
GROSS FLOOR AREA	N/A	392,933 / 392,933	N/A	392,933 / 392,933	N/A
BUILDING COVERAGE	382,040 / 401,884	92,347 / 92,347	N/A	92,347 / 92,347	N/A
OPEN GREEN SPACE AND PONDS	1,267,455 / 1,237,808	158,558 / 158,558	N/A	158,558 / 158,558	N/A
INTERIOR GREEN SPACE AND PONDS	1,123,450 / 1,089,139	142,703 / 142,703	N/A	142,703 / 142,703	N/A
PAVING & CONCRETE COVERAGE	450,091 / 460,407	162,081 / 162,081	N/A	162,081 / 162,081	N/A
TOTAL IMPERVIOUS SURFACE	832,137 / 859,347	274,428 / 274,428	N/A	274,428 / 274,428	N/A
IMPERVIOUS SURFACE RATIO	0.40 / 0.39	0.63 / 0.63	N/A	0.63 / 0.63	N/A

MARINA BAY SITE DATA (MODIFICATION)											
SECTION A-1	SECTION A-2		SECTION A-3		SECTION A-4		SECTION B-1		SECTION B-2		MARINA BAY TOTAL
	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	EXISTING/PROPOSED	
ONING	NPUD-1	NPUD-1	NPUD-1	NPUD-1	NPUD-1	NPUD-1	NPUD-1	NPUD-1	NPUD-1	NPUD-1	NPUD-1
USE	SINGLE FAMILY (1)	NPUD-1	CONDO'S OVER PARKING	CONDO'S OVER PARKING	VILLAS OVER PARKING	VILLAS OVER PARKING	VILLAS OVER PARKING	VILLAS OVER PARKING	CONDO'S OVER PARKING	CONDO'S OVER PARKING	CONDO'S OVER PARKING
SITE AREA (S.F. / ACRES)	8.22 AC.	15.28 AC.	12.71 AC.	0.95 AC.	5.25 AC.	1.79 AC.	3.49 AC.	51 AC.	48.20 AC.	48.20 AC.	48.20 AC.
DENSITY (UNITS)	20 UNITS	73 UNITS	48 UNITS	6 UNITS	28 UNITS	6 UNITS	10 UNITS	9 UNITS	209 UNITS	362 UNITS	362 UNITS
BLDG HEIGHT	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK	30'48" PEAK

- (1) ASSUMES 4,000 SF HOMES ON SINGLE FAMILY LOTS W/ 60' OF AREA ON 2ND FLOOR. (2,500 SF BLDG FOOTPRINT IS ASSUMED)
(2) MARINA BAY/COLLEGE HARBOR ARE IN A FEMA TIDAL FLOOD PRONE AREA THEREFORE ALL BUILDING HEIGHTS WILL BE MEASURED STARTING AT THE FIRST FLOOR FFE ABOVE PARKING PER CITY CODE.

COLLEGE HARBOR SITE DATA			
SECTION D-1		SECTION D-2	
EXISTING		PROPOSED	
CRS 1		CRS 1	
REQUIREMENTS FOR CRS 1		REQUIREMENTS FOR CRS 1	
ONING		CRS 1	CRS 1
USE	MULTI-FAMILY	MULTI-FAMILY	MULTI-FAMILY
SITE AREA (S.F. / ACRES)	5.90 AC.	4.04 AC.	N/A
DENSITY (UNITS)	188 (1)	95	149 UNITS MAX. 15 U.P.A.
BLDG HEIGHT	EST. AT 85'	85'	36'

(1) ASSISTED, INDEPENDENT / NURSING FACILITY.
(2) NURSING HOME BEDS CONVERTED TO UNITS 3 BEDS/UNIT.

- (1) ASSISTED, INDEPENDENT 2 NURSING FACILITY.
(2) NURSING HOME BEDS CONVERTED TO UNITS 3 BEDS/UNIT.

ECKERD SITE DATA

	SECTION E	CODE
	VACANT	REQUIREMENTS
ONING	I.C.	FOR I.C.
USE	VACANT	N/A
SITE AREA (S.F. / ACRES)	9.09	N/A
DENSITY (UNITS)	0	113 UNITS MAX. 12.5 U.P.A.
BLDG HEIGHT	N/A	36'

TOTAL SITE AREA
67.234 AC. MORE OR LESS

LEGAL DESCRIPTION

THAT PORTION OF LOT 1, BLOCK 1, OF ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85, PAGE 45, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND LYING IN SECTIONS 9 & 10, TOWNSHIP 32 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF SAID ECKERD'S SUBDIVISION, THENCE ALONG THE NORTH LINE OF SAID ECKERD'S SUBDIVISION, N 67°58'01"E, 184.71 FEET TO A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2732.79 FEET; THENCE CONTINUE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: 1) EASTERLY ALONG SAID CURVE 1247.73 FEET, THROUGH A CENTRAL ANGLE OF 20°39'38" (CHORD BEARING N 77°02'51"E, 1236.92 FEET; 2) S 89°52'21"E, 770.44 FEET TO THE EAST LINE OF SAID ECKERD'S SUBDIVISION; THENCE ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, S 00°07'39"W, 1778.27 FEET TO A POINT ON THE SOUTH LINE OF SAID ECKERD'S SUBDIVISION; THENCE ALONG SAID SOUTH LINE, S 89°00'00"W, 755.61 FEET TO THE WEST LINE OF SAID ECKERD'S SUBDIVISION; THENCE ALONG SAID WEST LINE, N 40°00'00"W, 2214.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 67.234 ACRES, MORE OR LESS.

MARINA BAY
4500 54TH AVE. SOUTH
ST. PETERSBURG, FL 33711

PROJECT/OWNER NAME:

ADMINISTRATIVE REVIEW PLAN

PROJECT NO.	15006	SHEET NO.	
DATE:	10 / 14 / 21	ARP-1.0	
SCALE:	1"=100'		

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF MARINA BAY GARDEN VILLAS PHASE 3, GENERALLY LOCATED AT 47, 51, 55 AND 59 BAYVIEW COURT SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File: DRC 21-20000021)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Marina Bay Garden Villas Phase 3, generally located at 47, 51, 55 and 59 Bayview Court South, is hereby approved, subject to the following conditions.

1. The applicant shall comply with Engineering conditions in the memorandum dated December 8, 2021, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

/s/Dave Goodwin

01/24/2022

David Goodwin

Date

Interim Zoning Official (POD)

Development Review Services Division

Planning & Development Services Department



1/27/2022

City Attorney (Designee)

Date

MARINA BAY GARDEN VILLAS PHASE 3
BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, OF ECKERD'S SUBDIVISION AS RECORDED IN PLAT BOOK 85, PAGE 45,
LYING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 OF ECKERD'S SUBDIVISION AS RECORDED IN PLAT BOOK 85, PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1 RUN THENCE ALONG THE SOUTH BOUNDARY THEREOF N.69°00'14"E., A DISTANCE OF 98.22 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH BOUNDARY N.05°23'26"W., A DISTANCE OF 122.73 FEET; THENCE NORTHERLY, 149.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET AND A CENTRAL ANGLE OF 183°42'22" (CHORD BEARING N.07°14'37"W., 92.95 FEET); THENCE WESTERLY, 28.90 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 59°07'44" (CHORD BEARING N.69°31'56"W., 27.63 FEET); THENCE N.39°58'04"W., A DISTANCE OF 98.94 FEET TO A POINT WHICH IS DISTANT 7.31 FEET SOUTHWESTERLY OF THE MOST SOUTHERLY CORNER OF BUILDING 2 OF MARINA BAY--THE POINTE PHASE ONE AS RECORDED IN CONDOMINIUM BOOK 152, PAGE 61 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.49°00'11"E., AND ALONG THE SOUTHEAST BOUNDARY LINE OF SAID BUILDING 2, A DISTANCE OF 82.65 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE ALONG THE NORTHEAST BOUNDARY LINE OF SAID BUILDING 2 N.40°59'49"W., A DISTANCE OF 74.00 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE N.36°54'27"W., A DISTANCE OF 16.29 FEET TO THE SOUTHWEST CORNER OF TRACT E OF MARINA BAY THE GARDENS AS RECORDED IN PLAT BOOK 131, PAGE 88 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTHEAST BOUNDARY LINE OF SAID TRACT E N.69°00'11"E., A DISTANCE OF 208.13 FEET TO THE SOUTHEAST CORNER OF SAID TRACT E; THENCE S.20°59'48"E., A DISTANCE OF 433.83 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 1, BLOCK 1 OF ECKERDE'S SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY LINE S.69°00'14"W., A DISTANCE OF 258.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.15 ACRES, MORE OR LESS.

DEDICATION:

THE UNDERSIGNED HEREBY CERTIFIES THAT MARINA BAY DEVELOPMENT II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND MARINA BAY COMMUNITY DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ARE THE OWNERS OF THE ABOVE HEREON DESCRIBED PROPERTY AND THAT BESIDES THEIR INTERESTS AND THE INTERESTS ACKNOWLEDGED BY RECORDED INSTRUMENT, THERE ARE NO OUTSTANDING INTERESTS IN SAID PROPERTY, WHICH IS HEREBY PLATTED AS MARINA BAY GARDEN VILLAS PHASE 3, AND HEREBY MAKES THE FOLLOWING RESERVATIONS:

1. PRIVATE ACCESS AND UTILITY EASEMENT AND PRIVATE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY RESERVED BY THE OWNERS FOR CONVEYANCE TO MARINA BAY MASTER COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT SUBSEQUENT TO THE RECORDING OF THIS PLAT. SAID EASEMENTS WILL BE PRIVATELY MAINTAINED.

2. FEE INTEREST IN TRACT "A" IS HEREBY RESERVED BY OWNERS FOR CONVEYANCE TO MARINA BAY MASTER COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT SUBSEQUENT TO THE RECORDING OF THIS PLAT. SAID TRACT WILL BE PRIVATELY MAINTAINED. OWNER FURTHER RESERVE THE RIGHT TO CONVEY ADDITIONAL EASEMENTS WITHIN SAID TRACT.

BY: MARINA BAY DEVELOPMENT II, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

REZA YARDANI, MANAGER

WITNESS SIGN: WITNESS SIGN:
PRINT NAME: PRINT NAME:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS _____ DAY OF _____ 2022, PERSONALLY APPEARED REZA YARDANI, AS MANAGER OF MARINA BAY DEVELOPMENT II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Sign: _____
Print: _____

Commission No.: _____ Expires: _____

BY: MARINA BAY COMMUNITY DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

REZA YARDANI, MANAGER

WITNESS SIGN: WITNESS SIGN:
PRINT NAME: PRINT NAME:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS _____ DAY OF _____ 2022, PERSONALLY APPEARED REZA YARDANI, AS MANAGER OF MARINA BAY COMMUNITY DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Sign: _____
Print: _____

Commission No.: _____ Expires: _____

CERTIFICATE OF APPROVAL OF CITY OF ST. PETERSBURG:

STATE OF FLORIDA
COUNTY OF PINELLAS

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 2022, PROVIDED THAT THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WITHIN SIX (6) MONTHS FROM THE DATE OF THIS APPROVAL.

KEN WELCH, MAYOR

APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2022.

COUNCIL CHAIR

CERTIFICATE OF APPROVAL COUNTY CLERK:

STATE OF FLORIDA
COUNTY OF PINELLAS

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF THE STATE OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, 2022 @ _____.

KEN BURKE, CLERK
PINELLAS COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

PRINT

APPROVAL OF THE CITY SURVEYOR:

IT IS HEREBY CERTIFIED THAT THE PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

TIMOTHY R. COLLINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6882

DATE

SURVEYORS CERTIFICATION:

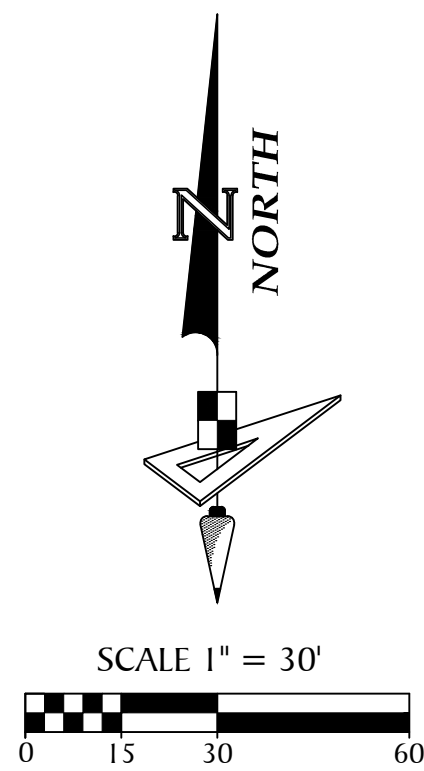
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS (PRMS) WERE SET ON THE 18TH DAY OF OCTOBER, 2021, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCPS) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

By: _____ Date: _____

John D. Weigle, (License No. LS5246)
Florida Professional Surveyor and Mapper
GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
Licensed Business Number LB 7768



213 Hobbs Street Phone: (813) 248-8888
Tampa, Florida 33619 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Business Number LB 7768



MARINA BAY GARDEN VILLAS PHASE 3

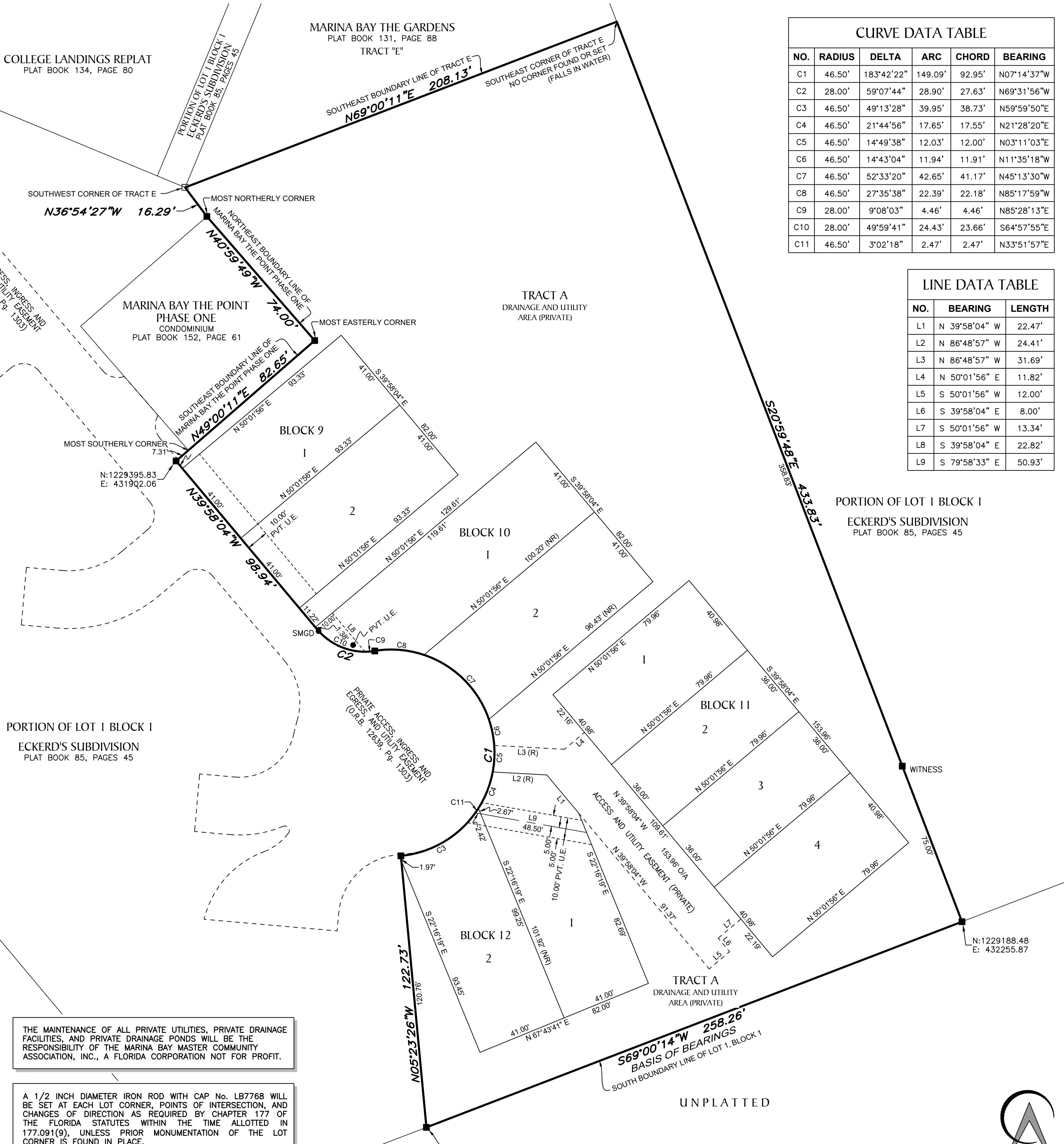
BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, OF ECKERD'S SUBDIVISION AS RECORDED IN PLAT BOOK 85, PAGE 45,
LYING IN SECTION 10, TOWNSHIP 32 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

PLAT NOTES:

- 1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA, WEST ZONE, STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2011 ADJUSTMENT). THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH BOUNDARY LINE OF LOT 1, BLOCK 1 OF ECKERD'S SUBDIVISION, HAVING A BEARING OF S 69°00'14" W
- 2) SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE PINELLAS COUNTY BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- 3) NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 5) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA, WEST ZONE, STATE PLANE COORDINATE SYSTEM. THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.
- 6) THE LANDS CONTAINED WITHIN THIS PLAT ARE SUBJECT TO THE FOLLOWING:
 - A. TRUSTEES OF THE INTERNAL IMPROVEMENT FUND PER O.R.B. 1072, PG. 694.
 - B. EASEMENT TO FLORIDA POWER CORPORATION PER O.R.B. 1528, PG. 569 AS AMENDED PER O.R.B. 1741, PG. 125. (BLANKET IN NATURE)
 - C. EASEMENT TO FLORIDA POWER CORPORATION PER O.R.B. 6145, PG. 233. (BLANKET IN NATURE)
 - D. DECLARATION OF SPECIAL COVENANTS AND DEED RESTRICTIONS PER O.R.B. 12633, PG. 2403 AND AMENDED PER O.R.B. 13822, PG. 2684.
 - E. EASEMENT TO VERIZON FLORIDA INC. PER O.R.B. 12925, PG. 1874. (BLANKET IN NATURE)
 - F. EASEMENT TO PROGRESS ENERGY PER O.R.B. 14421, PG. 2613. (BLANKET IN NATURE)
 - G. NON-EXCLUSIVE EASEMENT AS RESERVED PER O.R.B. 14496, PG. 1614 AND CORRECTED PER O.R.B. 14882, PG. 1316. (BLANKET IN NATURE)
 - H. MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PER O.R.B. 14496, PG. 1620; AS SUPPLEMENTED PER O.R.B. 15769, PG. 2365; O.R.B. 17587, PG. 2431 AND O.R.B. 17587, PG. 2433,
 - I. CONSTRUCTION EASEMENT AGREEMENT PER O.R.B. 18906, PG. 1984 AND O.R.B. 18587, PG. 431. (BLANKET IN NATURE)
 - J. CONSTRUCTION EASEMENT AGREEMENT PER O.R.B. 18906, PG. 1989. (BLANKET IN NATURE)

LEGEND

- ----- Set (P.R.M.) Permanent Reference Monument
- ----- Found 4"x4" Concrete Monument "LB7768 PRM"
- ----- Set as noted
- SMGD ----- Set Mag Nail and Disk "LB7768"
- SIR ----- Set 1/2" Capped Iron Rod "LB7768"
- (R) ----- Radial Line
- (NR) ----- Non-Radial Line
- TYP ----- Typical
- O.R.B. ----- Official Records Book
- Pg(s). ----- Page(s)
- PVT.U.E ----- Private Utility Easement
- O/A ----- Overall
- C.C.R. ----- Certified Corner Record



CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	46.50'	183°42'22"	149.09'	92.95'	N07°14'37"W
C2	28.00'	59°07'44"	28.90'	27.63'	N69°31'56"W
C3	46.50'	49°13'28"	39.95'	38.73'	N59°59'50"E
C4	46.50'	21°44'56"	17.65'	17.55'	N21°28'20"E
C5	46.50'	14°49'38"	12.03'	12.00'	N03°11'03"E
C6	46.50'	14°43'04"	11.94'	11.91'	N11°35'18"W
C7	46.50'	52°33'20"	42.65'	41.17'	N45°13'30"W
C8	46.50'	27°35'38"	22.39'	22.18'	N85°17'59"W
C9	28.00'	9°08'03"	4.46'	4.46'	N85°28'13"E
C10	28.00'	49°59'41"	24.43'	23.66'	S84°57'55"E
C11	46.50'	3°02'18"	2.47'	2.47'	N33°51'57"E

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 39°58'04" W	22.47'
L2	N 86°48'57" W	24.41'
L3	N 86°48'57" W	31.69'
L4	N 50°01'56" E	11.82'
L5	S 50°01'56" W	12.00'
L6	S 39°58'04" E	8.00'
L7	S 50°01'56" W	13.34'
L8	S 39°58'04" E	22.82'
L9	S 79°58'33" E	50.93'

PORTION OF LOT 1 BLOCK 1
ECKERD'S SUBDIVISION
PLAT BOOK 85, PAGES 45

THE MAINTENANCE OF ALL PRIVATE UTILITIES, PRIVATE DRAINAGE FACILITIES, AND PRIVATE DRAINAGE PONDS WILL BE THE RESPONSIBILITY OF THE MARINA BAY MASTER COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT.

A 1/2 INCH DIAMETER IRON ROD WITH CAP No. LB7768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091(9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.



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**MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT**

TO: Jennifer Bryla, Zoning Official, Development Review Services
Cheryl Bergailo, Planner II, Planning & Development Services
FROM: Nancy Davis, ECID Plan Review & Permitting Supervisor
DATE: December 8, 2021
SUBJECT: Preliminary And Final Plat
FILE: 21-20000021

LOCATION 47 Bayview Ct. S; 10-32-16-24283-001-0140
AND PIN: 51 Bayview Ct. S; 10-32-16-24283-001-0141
55 Bayview Ct. S; 10-32-16-24283-001-0142
59 Bayview Ct. S; 10-32-16-24283-001-0132
0 Bayview Ct. S; 10-32-16-24283-001-0136

ATLAS: L-31
REQUEST: BALANCE PRELIMINARY AND FINAL PLAT

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed preliminary and final plat provided the following special conditions and standard comments are added as conditions of approval.

SPECIAL CONDITIONS OF APPROVAL:

1. Please specifically label all Access, Ingress and Egress, Drainage and Utility Easements currently shown on the final plat as “*Private*”.
2. Please include a copy of the master utility and drainage plan and drainage calculations with any future submittals for building permit issuance. Any modifications necessary to previously approved master plans shall be clearly identified and documented with the submittal.
3. The applicant is required to provide sanitary sewer service to each proposed lot. Each residential unit shall require an individual sanitary sewer service lateral extending to the private sanitary sewer collection system. Collection systems which service more than one residential unit shall be minimum 8” diameter.
4. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the wastewater Concurrency Form (ECID Form Permit 005), available upon request from the City Engineering department, phone 727-893-7238. If an increase in flow of over 3000 gpd is proposed, the ADF information will be forwarded for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed wastewater Concurrency Form, and 2)

a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

5. The applicant is required to provide potable water service to each proposed lot. The marina bay community is serviced by a master meter, so all internal potable water systems remain privately owned and maintained. The applicant's Engineer shall coordinate potable water and /or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

6. The scope of this project will trigger compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030 and must remain in compliance with the previously approved drainage master plan. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10-year 1-hour design storm.

Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. The BMPTrains model shall be used to verify compliance with Impaired Water Body and TMDL criteria. Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

7. Include a note on the plat clarifying and documenting private ownership and private responsibility for maintenance and upkeep of all utilities and retention pond systems servicing the proposed plat by the applicable HOA.

8. A work permit issued by the City Engineering & Capital Improvements Department must be obtained prior to the commencement of construction within City controlled right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

*Note that City Engineering Standard Details referenced in this review narrative are available on the City FTP site using the instructions below:

Using **File Explorer** path to:

<ftp://ftp2.stpete.org>

User Name = stpengrd
Password = 4Engreads

Path to the **Engineering** folder, then to the **_DeptTemplates_Standards** folder, and finally to the **City Standard Details Updated**.

-OR- alternatively City Standard Details and Standard forms may be obtained upon request by contacting the City Engineering department, phone 727-893-7238, email Ljudmila.Knezevic@stpete.org or Martha.Hegenbarth@stpete.org.

City infrastructure maps are available via email request to ECID@stpete.org. All City infrastructure adjacent to and within the site must be shown on the development project's construction plans.

STANDARD COMMENTS:

Any necessary water and fire services and/or necessary backflow prevention devices in the public right of way shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City's Water Resources department, email WRD_UtilityReviewRequest@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right of way or easement.

Redevelopment within this site shall be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of this site which occur during the time of construction.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.050, habitable floor elevations for commercial projects must be set per FEMA and building code requirements and/or to at least two feet above the FEMA elevation or as required by the building official. Per land development code 16.40.140.4.6 the construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which

crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum. *It is noted that meeting required building floor elevations often necessitates elevating existing sidewalks. Please note that transitions to adjacent sidewalks shall be smooth, consistent, and ADA compliant with maximum cross slope of 2% and maximum longitudinal slope of 5% with level landings and railing as required by ADA.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions.

Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed and existing driveways per current City and ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to be brought up to good and safe ADA compliant condition prior to Certificate of Occupancy.

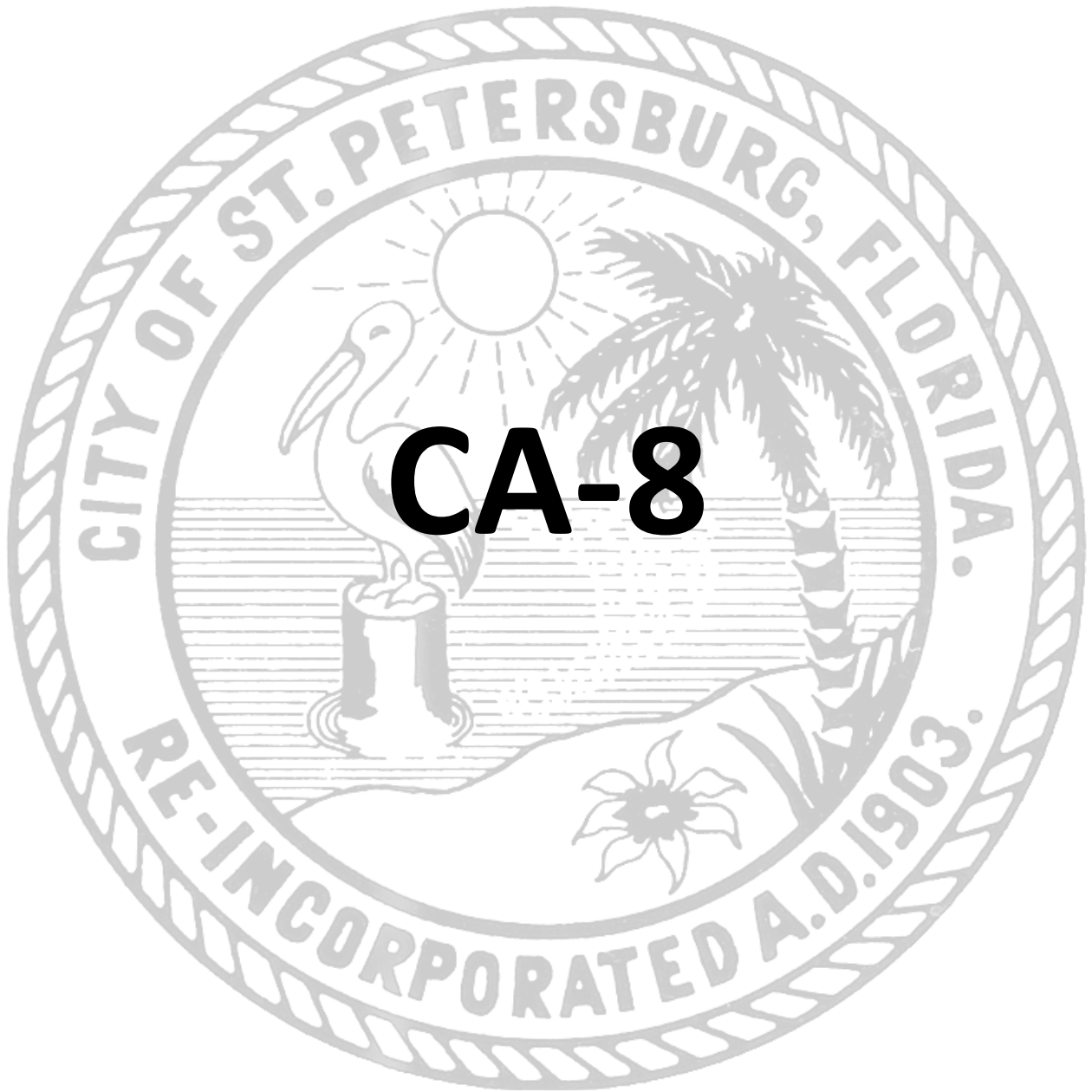
The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

cc: Adam Iben - WRD

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") dated December 1, 2020, as amended, for A/E to provide continued project management, final design, Envision certification, public outreach and engagement meetings, and bidding services for the 48-Inch Water Transmission Main, Lake Tarpon Outfall Crossing Project in an amount not to exceed \$585,783.50; providing that the total contract amount shall not exceed \$1,050,582.95; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents; and providing an effective date (ECID Project No. 20038-111; Oracle No. 16349); and providing an effective date.

Please scroll down to view the backup material.



CA-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 10, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: A Resolution approving the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”) dated December 1, 2020, as amended, for A/E to provide continued project management, final design, Envision certification, public outreach and engagement meetings, and bidding services for the 48-Inch Water Transmission Main, Lake Tarpon Outfall Crossing Project in an amount not to exceed \$585,783.50; providing that the total contract amount shall not exceed \$1,050,582.95; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents; and providing an effective date (ECID Project No. 20038-111; Oracle No. 16349); and providing an effective date.

EXPLANATION: The City’s drinking water is provided by two water transmission mains (WTMs), 36-inches and 48-inches in diameter, that were constructed in the 1920s and 1960s, respectively. The WTMs convey water approximately 26 miles from the Cosme water treatment plant to two pump stations near the northern limits of the City utility service area. While the mains were constructed of pre-stressed concrete cylinder pipe, a portion of the 48-inch WTM, which crosses the Lake Tarpon Outfall Canal, was replaced in 1971 as an aerial crossing and constructed of welded steel.

Portions of this welded steel pipe are in poor condition and, given the critical importance of the main to the supply of water to residents, the aerial crossing and buried sections of the welded steel pipe will be replaced.

This project will support the City’s desire to enhance reliability, maintainability, and safety. Additionally, the project will comply with the requirements of the St. Petersburg City Code Chapter 2 Article 5 Division 5, Sustainability and Resiliency of City Facilities, as it relates to Envision. This project will be implemented as a design/bid/build process.

On December 1, 2020, the City of St. Petersburg, Florida (“City”) and AECOM Technical Services, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide professional services for the 48-Inch Water Transmission Main, Lake Tarpon Outfall Crossing project in the amount of \$464,799.45. The scope of services included project management, basis of design report and 30% design submittal, and stakeholder meetings, and additional services allowance in the amount of \$50,000.00. The total amount for authorized tasks under the notice to proceed was \$325,586.70

The recommendation as provided in the basis of design report will be advanced into a detailed design for construction.

On March 30, 2021, Administration issued Revision No. 1 to the Agreement, which authorized the contingent pipe bridge evaluation task in the amount of \$19,910.00.

On October 1, 2021, Administration approved the First Amendment to the Agreement in the amount of \$10,634.25 (from the allowance) to provide funding for continued project management and hydraulic evaluation.

This Second Amendment to the Agreement in the amount of \$585,783.50 will provide funding for continued project management, final design, Envision certification, public outreach and engagement meetings, and bidding services, and an additional services allowance in the amount of \$50,000.00.

The A/E Agreement, First Revision, First Amendment, and Second Amendment include the following services and associated not to exceed costs respectively:

		Approved	Authorized	
Agreement	Project Management	\$ 33,825.00	\$ 25,368.75	(Approved)
	Basis of Design Report (BODR) and 30% Submittal	\$283,511.45	\$283,511.45	(Approved)
	Bridge Evaluation	\$ 97,463.00	\$ 16,706.50	(Approved)
	Allowance	\$ 50,000.00		(Approved)
Revision No. 1	Project Management		\$ 19,910.00	(Approved)
Amendment No. 1	Project Management		\$ 1,012.00	(Approved)
	Hydraulic Evaluation		\$ 9,622.25	(Approved)
Amendment No. 2	Project Management	\$ 28,831.00		(New)
	Final Design	\$286,113.00		(New)
	Envision Certification	\$124,894.00		(New)
	Public Outreach and Engagement Meetings	\$ 70,409.00		(New)
	Bidding Services	\$ 25,536.50		(New)
	Additional Allowance	\$ 50,000.00		(New)
Total		\$1,050,582.95	\$356,130.95	

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Agreement.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

This project is currently identified in the Capital Improvement Plan with a total estimated budget of \$10,200,000.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") dated December 1, 2020, as amended, for A/E to provide continued project management, final design, Envision certification, public outreach and engagement meetings, and bidding services for the 48-Inch Water Transmission Main, Lake Tarpon Outfall Crossing Project in an amount not to exceed \$585,783.50; providing that the total contract amount shall not exceed \$1,050,582.95; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents; and providing an effective date (ECID Project No. 20038-111; Oracle No. 16349); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS 48" WTM at Lake Tarpon Outfall Canal Project (16349).

ATTACHMENTS: Resolution
Revised Appendices

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AECOM TECHNICAL SERVICES, INC. (“A/E”) DATED DECEMBER 1, 2020, AS AMENDED, FOR A/E TO PROVIDE CONTINUED PROJECT MANAGEMENT, FINAL DESIGN, ENVISION CERTIFICATION, PUBLIC OUTREACH AND ENGAGEMENT MEETINGS, AND BIDDING SERVICES FOR THE 48-INCH WATER TRANSMISSION MAIN, LAKE TARPON OUTFALL CROSSING PROJECT IN AN AMOUNT NOT TO EXCEED \$585,783.50; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$1,050,582.95; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 20038-111; ORACLE NO. 16349); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 1, 2020, the City of St. Petersburg, Florida (“City”) and AECOM Technical Services, Inc. (“A/E”) executed an architect/engineering agreement for A/E to provide project management, basis of design report and 30% design submittal, and bridge evaluation related to the 48-inch Water Transmission Main, Lake Tarpon Outfall Crossing Project (“Project”) in the amount of \$464,799.45; and

WHEREAS, on March 30, 2021, the City issued Revision No. 1 for a contingent pipe bridge evaluation task related to the Project in an amount not to exceed \$19,910; and

WHEREAS, the City and A/E executed the First Amendment on October 1, 2021, to expand the scope of services for A/E to provide continued project management and a hydraulic evaluation related to the Project in an amount not to exceed \$10,634.25 (from the allowance), and

WHEREAS, the City and A/E desire to amend the Agreement for a second time for A/E to provide continued project management, final design, Envision certification, public outreach and engagement meetings, and bidding services for the Project in an amount not to exceed \$585,783.50, which amount includes a \$50,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Second Amendment to the architect/engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”) dated December 1, 2020, as amended, for A/E to provide continued project management, final design, Envision

certification, public outreach and engagement meetings, and bidding services for the 48-inch Water Transmission Main, Lake Tarpon Outfall Crossing Project in an amount not to exceed \$585,783.50 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$1,050,582.95.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute a Second Amendment and all other necessary documents.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee)
00605895

ATTACHMENT 2 TO APPENDIX A - SCOPE OF SERVICES
48 INCH WTM LAKE TARPON OUTFALL CROSSING
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 20038-111

In addition to the services, activities, responsibilities and Deliverables set forth in Appendix A, the A/E shall also provide the services, activities, responsibilities and Deliverables set forth in this Attachment 2 to Appendix A as follows:

SCOPE OF SERVICES

The following scope of engineering services is subdivided into tasks as requested including Project Management, 60% Design, 90% Design, Final Design, Permitting, Public engagement support and Bidding services related to the design and construction of a new replacement WTM across the Outfall Canal. The Basis of Design Report (BoDR) and 30% design submittal were previously completed by the A/E. Based on discussions subsequent to the BoDR, the City has selected the option of a single HDPE pipe installed by horizontal directional drilling.

TASK 1 - PROJECT MANAGEMENT – ADDITIONAL SERVICES

A/E will set up the project within A/E's project management system to allow work to proceed, conduct a kickoff meeting, monthly project progress meetings, and provide the required project management activities such as meeting minutes, communication with City, staff management, invoicing, progress reporting, etc. through the duration of this portion of the project.

TASK 5 – FINAL DESIGN

Task 5.1 - Supplemental Geotechnical Investigation

Supplemental geotechnical information will be collected for this phase of the project. A/E, through a geotechnical subconsultant, will perform two (2) additional soil borings within the pipeline easement to better define the subsurface geotechnical conditions along the proposed pipeline route to supplement the geotechnical information previously collected. Two upland borings will be taken to a depth of 140 feet below grade on either side of the canal. Borings will not be taken in wetland areas. Soil samples will be collected for laboratory analysis and laboratory test will be performed on selected samples to develop a soil legend using the USGS soil classification system. Anticipated tests include Triaxial shear strength, consolidation, gradation, percent passing US #200 sieve, corrosion tests, natural moisture, organic content and Atterberg Limits, clay fraction from hydrometer, specific gravity, unconfined compression, and split tensile strength.

The work performed will be summarized in a report and will be used to confirm the viability of the proposed crossing alternatives.

TASK 5.2 – Subsurface Utility Exploration

A/E will retain the services of a Subsurface Utility Exploration (SUE) subconsultant to confirm the location of the WTM within the existing City owned 50-foot-wide easement within the proposed working limits, at the connection points and vicinity.

TASK 5.3 to 5.5 – 60%, 90% and Final Design Submittals

A/E will prepare and submit to the City for review and comment 60%, 90% and Final Design document submittals. Construction plans and specifications will be prepared detailing the HDD crossing of the lake Tarpon Outfall Canal with connections to the existing 48-inch WTM on either side of the canal. It is assumed that the existing aerial crossing, including the pipe bridge structure, will be abandoned in place with removal addressed in the future. The plan set will also include a wetlands restoration plan that is anticipated for the easement area east of the canal. An easement access route plan will also be provided. Each submittal will include construction plans and specifications and an Engineer's Opinion of Probable Construction Costs. The plan set will include plan and profile views of the proposed pipeline, special piping details including connections, and a maintenance of traffic plan. Following each submittal, A/E will meet with the City to discuss comments. A/E will prepare and distribute meeting minutes and incorporate the City's comments into the subsequent submittal.

Task 5.6 – Permitting

Based on information obtained in the initial phase of the project, A/E will apply for and obtain the following permits:

FDEP: Application for a Specific Permit to Construct a Public Water System (PWS) component and Environmental Resource Permit (ERP)

USACE - Regional General Permit SAJ-14 for Subaqueous Utility and Transmission Lines in Florida (SAJ-2005-09981)

City of Safety Harbor and City of Oldsmar – Right-of-Way usage

Draft permit applications will be submitted for review by the City. Permit application will be submitted to the respective agencies with the approved 90% design documents. Environmental permits can be submitted at 60% taking into consideration the long review and approval process. Meetings with the permitting agencies and responding to RAI's are included in the proposed fee for this Task as required.

Task 6.0 – ENVISION CERTIFICATION

The Envision scope of work is for the next phase of the project from 30% design to Envision submittal to ISI at 95% design.

Design Leadership Meetings

The Sustainability Team will continue to work with the larger Project Team in pursuing Envision Gold certification through 95% design. This includes coordinating with the Project Team to maintain involvement with design and material selection decisions, and to anticipate how those decisions will impact the various Envision credits. The Sustainability Team will participate in design leadership meetings. This allows the Sustainability Team to stay current on design progress and provides an opportunity for the Sustainability Team to seek clarifications, request supporting information, and give updates to the Design Team on sustainability progress.

Envision Workshops

Envision workshops will be held regularly during design phase to communicate sustainability targets and collaborate on Envision documentation. These workshops will include regular updates with the City to report progress. Up to six (6) hours of workshop time is assumed, i.e. two (2) workshops at three (3) hours each, or three (3) workshops at two (2) hours each.

Sustainability Management Plan

A Sustainability Management Plan (SMP) will be developed for the Project to demonstrate the approach that will be followed on the Project to support the Project Team in responding to current and future challenges, anticipating emerging issues, taking advantage of opportunities to improve organizational performance, and seeking innovations to find efficiencies. The SMP will help to ensure that the social, economic and environmental goals of the Project are maintained throughout the life of the Project. The SMP will be developed with input from key Project members and act as a regularly updated living document to provide guidance to the Project Team during design.

The SMP will include the initial Envision assessment displayed as a scorecard. The scorecard will be used to track progress and will be updated regularly as design progresses to 95% design and levels of achievement may fluctuate. The percentage of points pursued will not fall below 45% of applicable points to ensure Envision Gold Certification. A minimum 5% buffer beyond the 40% requirement for Gold will be used to safeguard the Project against a possible loss of points during the verification process.

Submission and Clarifications

It is expected that the Project would seek Gold certification under Envision version 3. The registration/verification fee from ISI is not included in the cost proposal and is anticipated to be paid directly by the City.

The Sustainability Team will work with the City to determine which verification Path will be pursued and prepare and submit documentation to ISI accordingly. It is initially assumed that Pathway A for verification will be pursued, submitting after 95% design has been completed and requiring the completion of an additional post-construction review follow-up to validate the commitments made in the planning and design stages of the project were carried through during construction.

After the third-party verification of the documentation package, the Sustainability Team will respond to any inquiries or requests for additional documentation to support the levels of achievement sought.

Task 7.0 – PUBLIC OUTREACH AND ENGAGEMENT MEETINGS

Previously A/E assisted the City in meeting with municipalities and Home Owners Associations (HOA's) that will be impacted by this project. During these initial meetings, the City indicated that additional meetings would be conducted during the design phase. Accordingly, two meetings with each of the following organizations have been budgeted for:

City of Oldsmar - virtual
City of Safety Harbor - virtual
Briar Creek HOA – in person
Gull Aire Village HOA – in person
Bayside Meadows – in person
Mease Countryside Hospital – virtual
Public Meeting - virtual

A/E will also retain the services of a public outreach subconsultant to be engaged as required. The proposed fee includes support services to attend and prepare presentations and a Subconsultant not to exceed fee.

Task 8.0 - BIDDING SERVICES

A/E will provide Bidding Phase Services to assist the City in procuring a construction contractor. The following will be provided as part of this Task:

- Attendance at Pre-Bid meeting(s) organized by the City
- Address technical questions submitted by bidders
- Review bids received
- Provide a Recommendation for Award to the City
- Provide the City with an electronic and five hard copy plan sets of Conformed Drawings

DELIVERABLES

Task 1 - Project Management	Project set up within A/E's project management system to allow work to proceed, conduct any required meetings, provide required project management activities including communication with City management, invoicing, progress reporting through the duration of this portion of the project (Typical PM activities).
Task 5 – Final Design	Electronic copies of 60%, 90%, Final Design and Bid Set in pdf format, five (5) Signed and Sealed Bid Set (plans and specifications) in the City CADD format, pdf files of Permits, Engineer's Opinion of Probable

	Construction Cost and Bid Form. Submit Envision certification documentation.
Task 6 - Envision Certification	Kickoff, Design Leadership and Workshops Meeting minutes, progress reports, Sustainability Management Plan, Envision Certification submission and clarifications
Task 7 – Public Outreach	Prepare presentations, attend meetings, prepare meeting minutes
Task 8 – Bidding Services	Responses to Bidders' questions electronically via email. Electronic Letter of Recommendation for Bid Award. One (1) electronic copy and five (5) signed and sealed sets of Conformed Drawings and pdf.

PROJECT TEAM

Prime Consultant - AECOM Technical Services, Inc.:

Lenore Horton, PE	Principal Engineer/QA/QC
David Wilcox, PE	Project Manager
Francisco Bohorquez, PE	Deputy Project Manager/Senior Engineer
Matt Francis, PE	Senior Engineer
Kelley Samuels, PWS	Senior Scientist/Environmental Permitting.
Carey Barr, ENV SP	Senior Scientist/Economics Manager/Envision
Bozho Handjiev, PE	Project Engineer
Stephanie Paredes, PE	Staff Engineer
Terry Sonnenberg	Senior Designer
Maria Cipriano	Administrative Assistant
Subconsultants:	
Omni Communications, LLC	Survey and SUE
Tierra, Inc.	Geotechnical Subconsultant
The Valerin Group, Inc.	Public Outreach

ATTACHMENT 2 TO APPENDIX B - FEE SCHEDULE
48-INCH WTM LAKE TARPON OUTFALL CROSSING
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 20038-111

In addition to the fees and costs set forth in Appendix B, the City shall pay A/E the fees and costs set forth in Attachment 1 to Appendix B, as follows:

I. Fee Estimate: All Tasks

Direct Labor Rates Classifications		PM	Principal Engineer	Senior Eng/Scientist	Proj Eng/Scientist	Staff Eng/Scientist	Sr Designer	Administrative Assistant	Total Hours	Labor Cost
Billing Rates		\$ 244.75	\$ 261.25	\$ 151.25	\$ 132.00	\$ 104.50	\$ 118.25	\$ 74.25		
TASK										
1.0	Project Management - Additional Services	100	8	0	0	16	0	8	132	\$ 28,831.00
5.0	Final Design									
5.1	Supplemental Geotechnical Investigation	2	0	4	0	0	0	2	8	\$ 1,243.00
5.2	Subsurface Utility Exploration	2	0	4	0	0	0	2	8	\$ 1,243.00
5.3	60% Design	24	2	120	130	140	200	4	620	\$ 80,283.50
5.4	90% Design	16	2	100	110	120	140	4	492	\$ 63,475.50
5.5	Final Design	16	4	80	100	110	120	4	434	\$ 56,243.00
5.6	Permitting, FDEP, USACE and ROW use	8	0	16	80	140	0	4	248	\$ 29,865.00
6.0	Envision Certification									\$ -
6.1	Kickoff/Workshops/Leadership Meetings	8	4	100	0	120	0	2	234	\$ 30,816.50
6.2	Sustainability Management Plan (+2updates)	4	0	16	0	60	0	2	82	\$ 9,817.50
6.3	QL/LD/RA/NW/CR/NW/CR Documentation	4	0	80	0	600	0	2	686	\$ 75,927.50
6.4	Design Clarifications	4	0	20	0	40	0	2	66	\$ 8,332.50
7.00	Public Outreach and Engagement Meetings	40	0	52	16	0	40	8	156	\$ 25,091.00
8.00	Bidding Services	16	2	16	40	32	80	8	194	\$ 25,536.50
Totals		244	22	608	476	1378	580	52	3,360	\$ 436,705.50

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1.0	\$28,831.00				\$28,831.00
5.0					
5.1	\$1,243.00		\$47,150.00	\$2,357.50	\$50,750.50
5.2	\$1,243.00		\$4,050.00	\$202.50	\$5,495.50
5.3	\$80,283.50				\$80,283.50
5.4	\$63,475.50				\$63,475.50
5.5	\$56,243.00				\$56,243.00
5.6	\$29,865.00				\$29,865.00
6.0					
6.1	\$30,816.50				\$30,816.50
6.2	\$9,817.50				\$9,817.50
6.3	\$75,927.50				\$75,927.50
6.4	\$8,332.50				\$8,332.50
7.0	\$25,091.00		\$43,160.00	\$2,158.00	\$70,409.00
8.0	\$25,536.50				\$25,536.50
Total	\$436,705.50	\$0.00	\$94,360.00	\$4,718.00	\$535,783.50

III. Fee Limit

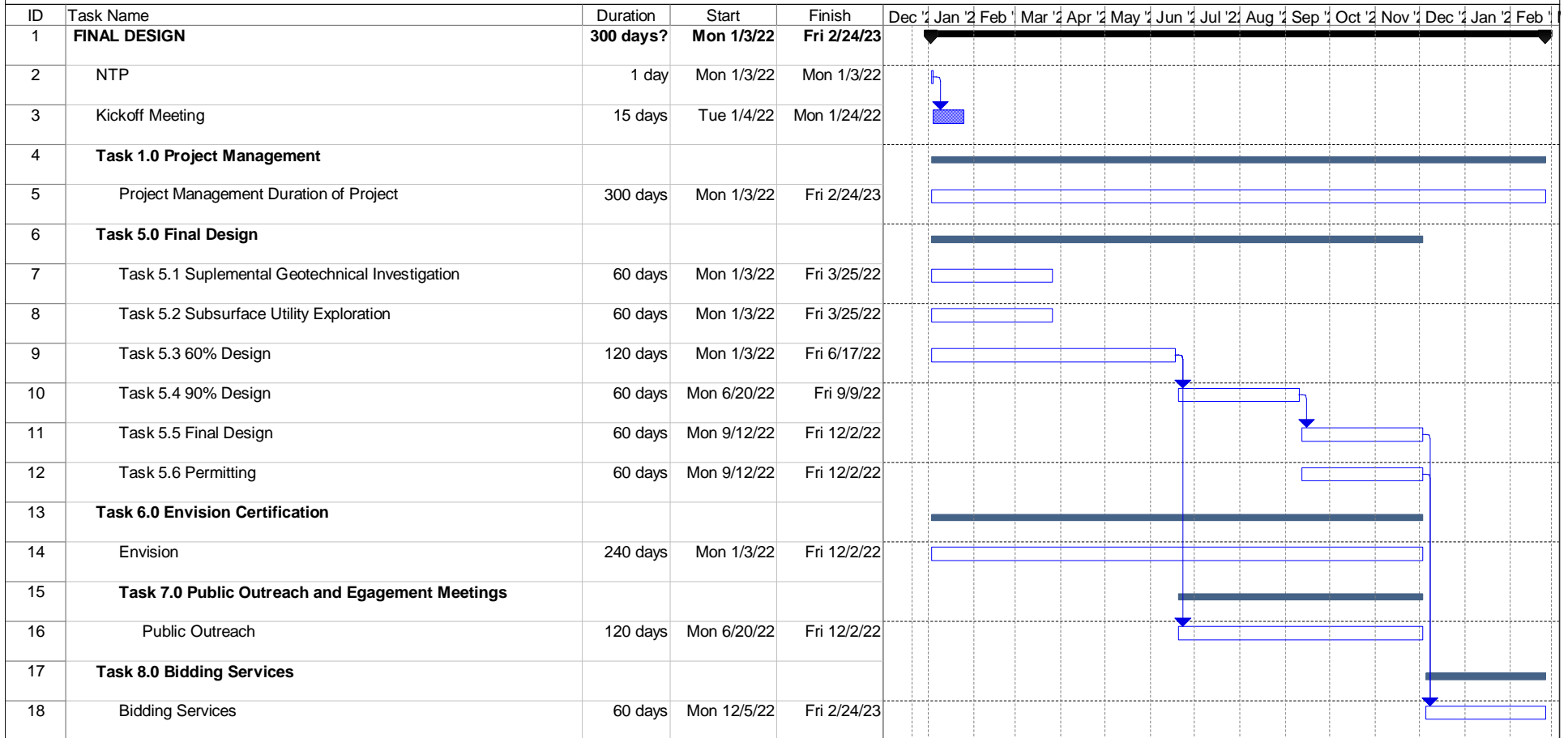
Lump Sum Cost	\$535,783.50
Allowance ⁴	\$50,000.00
Total:	\$585,783.50

ATTACHMENT 1 TO APPENDIX C - SCHEDULE


20038-111 48-INCH LAKE TARPON OUTFALL CROSSING

CITY OF ST PETERSBURG

PROJECT SCHEDULE



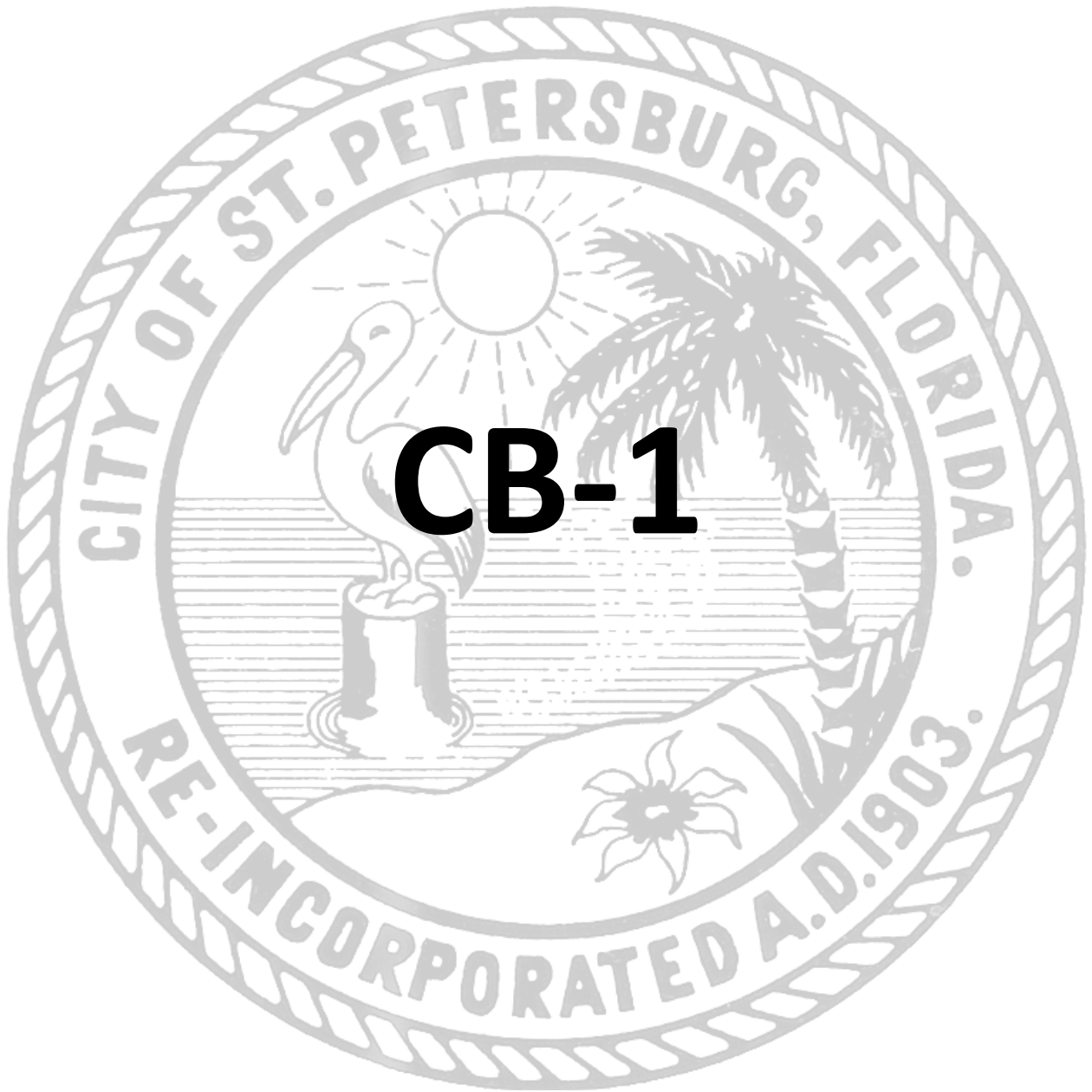
Date: Tue 12/21/21	Task		Inactive Task		Manual Summary	
	Split		Inactive Task		Start-only	
	Milestone		Inactive Milestone		Finish-only	
	Summary		Inactive Summary		Progress	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only			
	External Milestone		Manual Summary Rollup			

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145754
Name:	Johnson, Sarah B	Request Date:	26-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 2/10
Message:	20038-111 - AECOM - 48 Inch WTM - Second Amendment
Supporting Documentation:	AECOM - 48 Inch WTM - Second Amendment - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	26-JAN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	26-JAN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	27-JAN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A resolution approving the renewal option to the agreement with Four Seasons Mowing and More, LLC, for grounds maintenance services for the Fire Rescue Department to extend the term for two years and increase the contract amount by \$10,000 for the renewal term; providing that the total contract amount shall not exceed \$326,512. (Revised language and backup)
Please scroll down to view the backup material.



CB-1

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022**

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: A resolution approving the renewal option to the agreement with Four Seasons Mowing and More, LLC, for grounds maintenance services for the Fire Rescue Department to extend the term for two years and increase the contract amount by \$10,000 for the renewal term; providing that the total contract amount shall not exceed \$326,512.

Explanation: On June 13, 2019, City Council approved a three-year agreement for grounds maintenance services through March 31, 2022. The agreement has one, two-year renewal option. This is the first and only renewal.

The vendor provides grounds maintenance services that include lawn mowing; edging; hand weeding; mulching; tree trimming; pruning; pest control; and fertilization at 14 fire stations.

The Procurement and Supply Management Department, in cooperation with the Fire Rescue Department, recommends for renewal:

Four Seasons Mowing and More, LLC \$10,000

Original agreement amount	\$316,512
Renewal	10,000
Total agreement amount	<u>\$326,512</u>

The contractor has also agreed to hold prices firm under the terms and conditions of RFP No. 7097, dated January 10, 2019. Administration recommends renewal of the agreement based on the contractor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through March 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Fire Department, Fire Administration Division (150-1485), Fire Suppression Division (150-1497), Gandy Fire Station Division (150-1501) and Fire Safety and Training Division (150-1509), and the Emergency Medical Services Fund (1009), Fire Department, Emergency Medical Services Division (150-1513).

Attachments: Resolution

Resolution No. _____

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH FOUR SEASONS MOWING AND MORE, LLC, FOR GROUNDS MAINTENANCE SERVICES FOR THE FIRE RESCUE DEPARTMENT TO EXTEND THE TERM FOR TWO YEARS AND INCREASE THE CONTRACT AMOUNT BY \$10,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$326,512; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 13, 2019, City Council approved a three-year agreement with a two-year renewal option to Four Seasons Mowing and More, LLC, for grounds maintenance services for the Fire Rescue Department at a total contract amount of \$316,512 for the initial term through March 31, 2022; and

WHEREAS, the City desires to exercise the renewal option to extend the term and increase the contract amount in the amount of \$10,000 for this renewal term through March 31, 2024; and

WHEREAS, Four Seasons Mowing and More, LLC, has agreed to renew under the same specifications, terms and conditions of RFP No. 7097; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fire Rescue Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the renewal option to the agreement with Four Season Mowing and More, LLC for grounds maintenance services for the Fire Rescue Department to extend the term for two years and increase the contract amount by \$10,000 for the renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$326,512.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.


This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

/s/ Sharon Michnowicz

City Attorney (Designee)

00605707

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145424
Name:	Pocengal, Nicholas W	Request Date:	24-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Grounds Maint. Fire Rescue Dept, Feb 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Grounds Maint. Fire Rescue Dept, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	24-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	24-JAN-2022	User Defined
2	Schultz, Kimberly Anne	Schultz, Kimberly Anne	APPROVE	24-JAN-2022	User Defined

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022**

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the reinstatement and amendment to the three-year blanket purchase agreement with Four Seasons Mowing and More, LLC, for grounds maintenance services, to exercise the two-year renewal option at an estimated annual cost of \$51,000 per year, for a total contract amount of \$326,512 (including the initial term and renewal term).

Explanation: On June 13, 2019, City Council approved a three-year agreement for grounds maintenance services through March 31, 2022. The agreement has one, two-year renewal option. This is the first and only renewal.

The vendor provides grounds maintenance services that include lawn mowing; edging; hand weeding; mulching; tree trimming; pruning; pest control; and fertilization at 14 fire stations.

The Procurement and Supply Management Department, in cooperation with the Fire Rescue Department, recommends for renewal:

Four Seasons Mowing and More, LLC (Clearwater) \$10,000

Original agreement amount	\$316,512
Renewal	10,000
Total agreement amount	<hr/> \$326,512

The contractor has also agreed to hold prices firm under the terms and conditions of RFP No. 7097, dated January 10, 2019. Administration recommends reinstatement and renewal of the agreement based on the contractor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through March 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Fire Department, Fire Administration Division (150-1485), Fire Suppression Division (150-1497), Gandy Fire Station Division (150-1501) and Fire Safety and Training Division (150-1509), and the Emergency Medical Services Fund (1009), Fire Department, Emergency Medical Services Division (150-1513).

Attachments: Resolution

Resolution No. _____

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH FOUR SEASONS MOWING AND MORE, LLC, FOR GROUNDS MAINTENANCE SERVICES FOR THE FIRE RESCUE DEPARTMENT TO EXTEND THE TERM FOR TWO YEARS AND INCREASE THE CONTRACT AMOUNT BY \$10,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$326,512; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 13, 2019, City Council approved a three-year agreement with a two-year renewal option to Four Seasons Mowing and More, LLC, for grounds maintenance services for the Fire Rescue Department at a total contract amount of \$316,512 for the initial term through March 31, 2022; and

WHEREAS, the City desires to exercise the renewal option to extend the term and increase the contract amount in the amount of \$10,000 for this renewal term through March 31, 2024; and

WHEREAS, Four Seasons Mowing and More, LLC, has agreed to renew under the same specifications, terms and conditions of RFP No. 7097; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fire Rescue Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the renewal option to the agreement with Four Season Mowing and More, LLC for grounds maintenance services for the Fire Rescue Department to extend the term for two years and increase the contract amount by \$10,000 for the renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$326,512.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.


This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

/s/ Sharon Michnowicz

City Attorney (Designee)

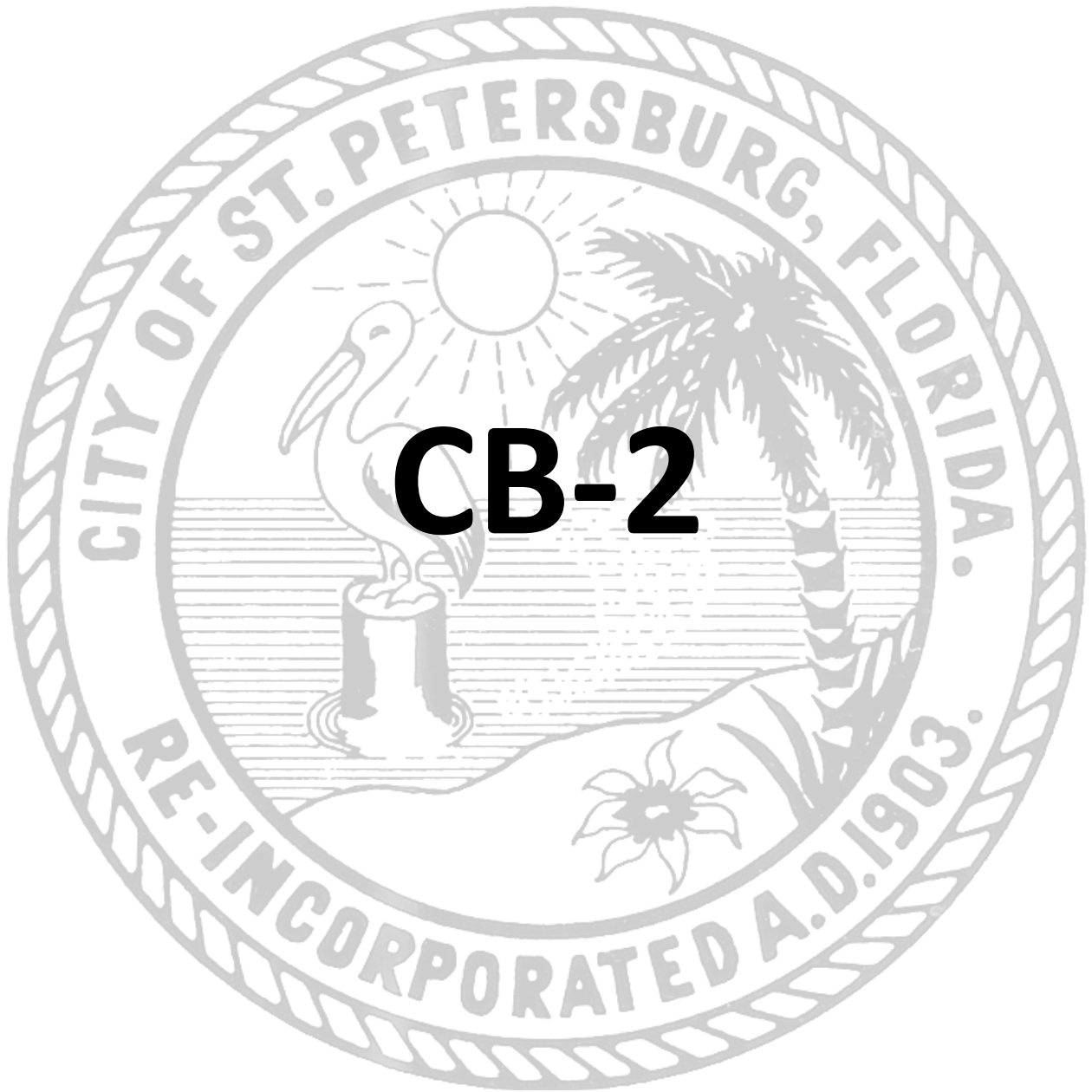
00605707

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145424
Name:	Pocengal, Nicholas W	Request Date:	24-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Grounds Maint. Fire Rescue Dept, Feb 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Grounds Maint. Fire Rescue Dept, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	24-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	24-JAN-2022	User Defined
2	Schultz, Kimberly Anne	Schultz, Kimberly Anne	APPROVE	24-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the purchase of three trailers from Warren Equipment Inc, for the Sanitation Department, at a cost of \$99,000 each for a total cost of \$297,000.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the purchase of three trailers from Warren Equipment Inc, for the Sanitation Department, at a cost of \$99,000 each for a total cost of \$297,000.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA20-EQU18.0.

The vendor will furnish and deliver three trailers and accessories. All of the trailers are for the Sanitation Department Brush Division and will be used to transport yard waste from brush collection sites throughout the City and deliver processed yard waste mulch products to market.

The new trailers have a life expectancy of ten years. These trailers replace existing units that have reached the end of their economic service life which two trailers have been removed from service and sold at public auction and one trailer is pending being removed and sold at public auction.

The Procurement and Supply Management Department, in cooperation with the Sanitation Department, recommends utilizing Florida Sheriffs Association Contract No. FSA20-EQU18.0:

Warren Equipment Inc (Plant City, FL)					\$297,000
Horizontal Ejector Trailer, Model WHET	3 ea	@	\$99,000		\$297,000

The vendor has met the specifications, terms, and conditions of Florida Sheriffs Association Contract No. FSA20-VEH18.0, effective through September 30, 2023. This purchase is made in accordance with Section 2-219 (c) of the City Code which authorizes the Mayor or his designee to purchase heavy equipment from the Florida Sheriffs Association and Florida Association of Counties negotiated purchase program.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Equipment Replacement Fund (4027), Sanitation Department, Administration Division (450.2237).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE PURCHASE OF THREE (3) TRAILERS FROM WARREN EQUIPMENT INC. FOR THE SANITATION DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$297,000 UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA20-EQU18.0; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase three (3) trailers from Warren Equipment Inc. for the Sanitation Department to replace existing trailers that have reached the end of their economic service life; and

WHEREAS, this purchase is being made in accordance with Section 2-219 (c) of the City's Procurement Code, which authorizes the purchase of vehicles from selected entities providing vehicles pursuant to the Florida Sheriffs Association and Florida Association of Counties negotiated purchase program; and

WHEREAS, Warren Equipment, Inc. has met the specifications, terms and conditions of Florida Sheriffs Association Contract No. FSA20-EQU18.0, effective through September 30, 2023; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Sanitation Department, recommend approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the purchase of three (3) trailers from Warren Equipment, Inc. for the Sanitation Department at a total cost not to exceed \$297,000 utilizing Florida Sheriffs Association Contract No. FSA20-EQU18.0 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.


This Resolution shall become effective immediately upon its adoption.

Approved by:

Christina Boussias

City Attorney (Designee)

00606132

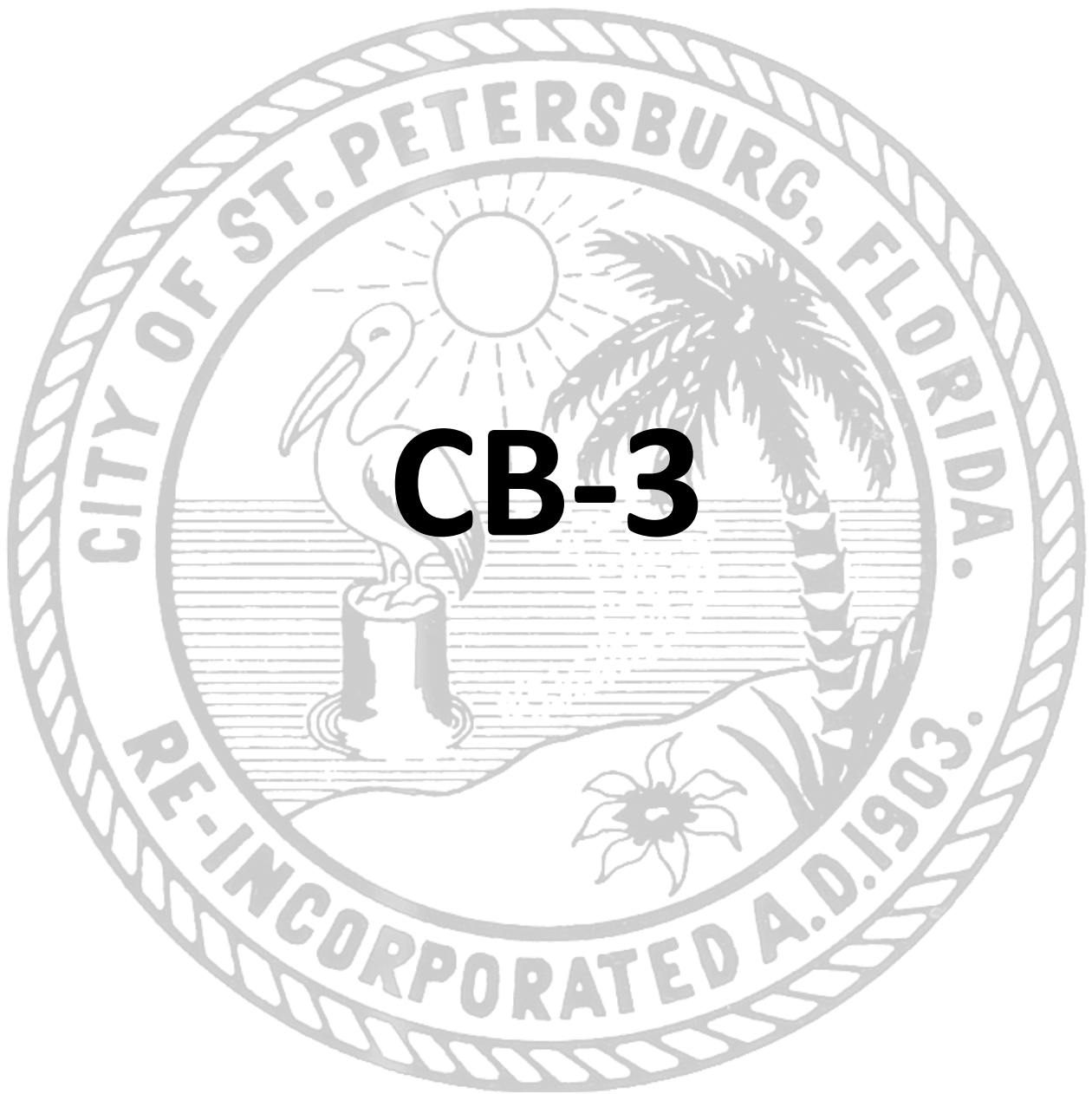
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145476
Name:	Pocengal, Nicholas W	Request Date:	24-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	3 Trailers, February 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for 3 Trailers, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	24-JAN-2022	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	24-JAN-2022	User Defined
2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	24-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the purchase of one tractor with a boom mower from Alamo Group (TX) Inc., for the Fleet Management Department, at a total cost of \$235,011.

Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the purchase of one tractor with a boom mower from Alamo Group (TX) Inc., for the Fleet Management Department, at a total cost of \$235,011.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA20-EQU18.0.

The vendor will furnish and deliver one tractor equipped with a boom mower and 60-inch severe duty rotary, blade bar and a 30-foot maverick mounting kit. This tractor will be assigned to the Stormwater, Pavement and Traffic Operations Department. It will be used to gain access to stormwater related sloped drainages, ditches and embankments that traditional mowers are unable to access.

This is a replacement tractor for the Stormwater, Pavement and Traffic Operations Department and will be replacing a unit that is seven years old. The old tractor with boom mower has reached the end of its economic useful life and will be sold at public auction.

This purchase is aligned with the City Green Fleet initiatives as the policy relates to department mission requirements, safety standards, warranty, reliability, and availability of proven alternatively fueled technology. It is equipped with an Environmental Protection Agency Tier 4 FINAL emissions certified diesel engine and is the only engine available for this model.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department and the Office of Sustainability recommends an award utilizing Florida Sheriffs Association Contract No. FSA20-EQU18.0:

Alamo Group (TX) Inc. (Seguin TX)\$235,011

2022	Tractor, Boom Mower	1 EA	@	\$235,011
------	---------------------	------	---	-----------

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA20-EQU18.0, effective through September 30, 2023. This purchase is made in accordance with Section 2-219 (c) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Stormwater Equipment Replacement Fund (4017), Fleet Management Department, Fleet Mechanical Costs Division (800-2527).

Attachments: Purchase Summary
Price History
Resolution

020-67 Tractors, Boom Mower
Purchase Summary

FY22 Fleet Purchase

							Years	
Item	Description	Qty	Using Department	Purpose	Replacement or Addition	Age	Life Cycle	
1	Agriculture Tractor with Boom Mower	1	SPTO -400-1321	These units are necessarily important to gain access to Storm water related sloped drainages, ditches and embankments that mowers are unable to access.	Replacing E8403	7	5	
		1						

020-67 Tractors, Boom Mower
Price History

FY22 Fleet Purchase

Item	Description	2017	2018	2019	2020	2021	2022	+ / -	
1	Agriculture Tractor with Boom Mower	-	-	-		\$ 211,835	\$ 235,012	-11%	

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF 1 (ONE) TRACTOR WITH BOOM MOWER FROM ALAMO GROUP (TX) INC., FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST OF \$235,011 UTILIZING FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQU18.0; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 1 (one) tractor with boom mower from Alamo Group (TX) Inc., at a total cost of \$235,011 (the "Purchase"); and

WHEREAS, pursuant to Section 2-219(c) of the City Code, the Mayor or his designee is authorized to purchase supplies from the Florida Sheriff's Association and Florida Association of Counties negotiated purchase program; and

WHEREAS, Alamo Group (TX) Inc., has met the specification, terms, and conditions of Florida Sheriff's Association Contract No. FSA20-EQU18.0; and

WHEREAS, the Purchase is aligned with the City Green Fleet initiatives; and

WHEREAS, the Procurement and Supply Management Department in cooperation with the Fleet Management Department and Office of Sustainability recommends approval of this resolution.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the purchase of 1 (one) tractor with a boom mower from Alamo Group (TX) Inc. for the Fleet Management Department at a total cost of \$235,011 utilizing Florida Sheriff's Association Contract No. FSA20-EQU18.0 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

/s/Ben James
City Attorney (Designee)
00605866

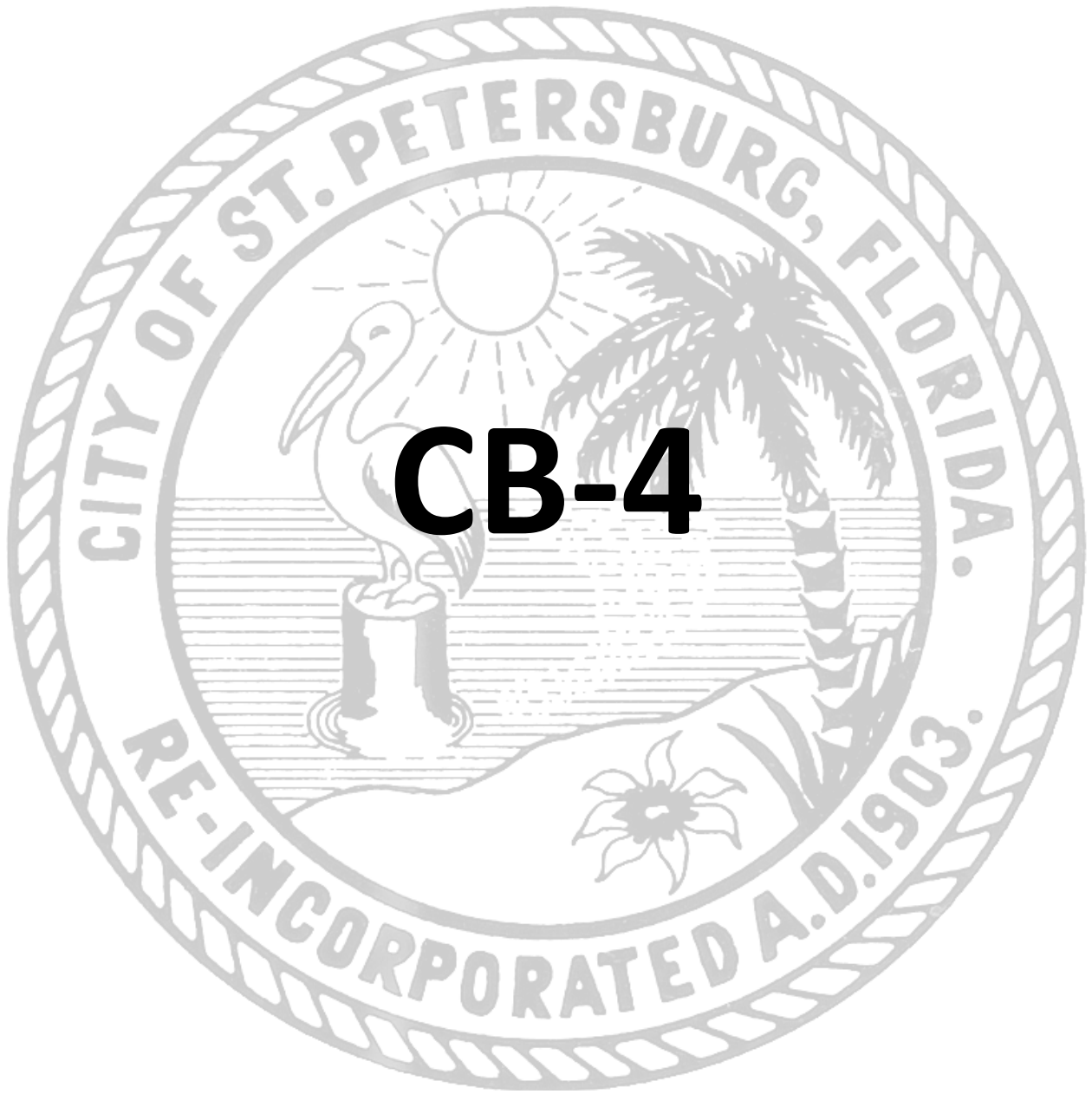
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145209
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Tractor, Boom Mower, February 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Tractor, Boom Mower, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	020-67 Tractor, Boom Mower, February 10, 2022 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	21-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	21-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a bid and approving the award of an agreement to Innovative Masonry Restoration, LLC for the SouthCore Parking Garage Structural Rehabilitation project, for a total contract amount of \$232,334.25; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$272,615 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073) to the South Core Parking Garage Concrete Repair Project (18811) to provide the necessary funding for the agreement and other project related costs to include other engineering services and project related contingencies; and providing an effective date.

Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a bid and approving the award of an agreement to Innovative Masonry Restoration, LLC for the SouthCore Parking Garage Structural Rehabilitation project, for a total contract amount of \$232,334.25; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$272,615 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073) to the South Core Parking Garage Concrete Repair Project (18811) to provide the necessary funding for the agreement and other project related costs to include other engineering services and project related contingencies; and providing an effective date.

Explanation: The Procurement and Supply Management Department received six bids for the SouthCore Parking Garage Structural Rehabilitation project. The bids were opened on September 14, 2021, and tabulated as follows:

<u>Bidder</u>	<u>Total</u>
One Source Restoration & Building Services, Inc. (Tampa, FL)	\$221,980.00
Innovative Masonry Restoration, LLC (Prior Lake, MN)	\$232,334.25
Restocon Corporation (Tampa, FL)	\$267,472.00
Zeal Development, LLC (Clearwater, FL)	\$270,813.20
Southern Road & Bridge, LLC (Tarpon Springs, FL)	\$388,400.00
Orlando R&B, LLC (Casselberry, FL)	\$524,850.00

The contractor will provide all labor, material, services, and equipment necessary to perform structural concrete repairs at the SouthCore Parking Garage, addressed at 101 1st Avenue South. Work includes the following: repair of chipped concrete floor slabs and overhead beams, installation of sacrificial anodes to inhibit erosion of the concrete, cleaning and coating the structural steel, and replacement of the expansion joints. The requested funding will provide for the contractor (\$232,335) and for other engineering services and project related contingencies (\$40,280).

On November 5, 2019, the City entered into an Agreement with Prescott Engineering, LLC to perform a limited condition survey assessment of the parking garage structure after the management company (SP Plus) observed overhead spalling of the concrete beams and deteriorated expansion joints on multiple floors of the garage. A report detailing Prescott Engineering's findings was provided to the City on January 22, 2020. The report indicated that the concrete spalling was the result of corrosion of the embedded reinforcement and bearing plates. Concrete spalling occurs when steel reinforcement corrodes and subsequently expands due to moisture and chlorides from the water penetrating the concrete deck and reacting with the steel reinforcement. This project will repair the garage structure by replacing the expansion joints, cleaning corrosion from the steel reinforcement, coating the steel and installing sacrificial anodes to mitigate future corrosion, and repairing the damaged concrete areas surrounding the expansion joints.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

Innovative Masonry Restoration, LLC (Prior Lake, MN) \$232,334.25

Innovative Masonry Restoration, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 8017-2 issued July 30, 2021. They have performed similar work for the State of Florida, Pasco County, the Cities of Tampa, St. Pete Beach, and Tarpon Springs, and have performed satisfactorily. The president of the firm is Dave Laporte, and the principal is Jim Dolby.

One Source Restoration & Building Services, Inc., the apparent lowest bidder, was determined to be non-responsive and non-responsible due to the inability to verify references, prior claims relating to previous work performed on the Sundial Parking Garage, and the proposed Project Superintendent not meeting the bid qualification requirements.

The contractor will begin work approximately ten calendar days from written Notice to Proceed. Work completion is scheduled within forty-five (45) consecutive calendar days thereafter.

Recommendation: Administration recommends that City Council approve the attached resolution accepting a bid and approving the award of an agreement to Innovative Masonry Restoration, LLC for the SouthCore Parking Garage Structural Rehabilitation project, for a total contract amount of \$232,334.25; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$272,615 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073) to the South Core Parking Garage Concrete Repair Project (18811) to provide the necessary funding for the agreement and other project related costs to include other engineering services and project related contingencies; and providing an effective date.

Cost/Funding/Assessment Information: Funding will be available after approval of a supplemental appropriation in the amount of \$272,615 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073) to the South Core Parking Garage Concrete Repair Project (18811).

Attachments: Resolution

RESOLUTION 2022-_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO INNOVATIVE MASONRY RESTORATION, LLC FOR THE SOUTHCORE PARKING GARAGE STRUCTURAL REHABILITATION PROJECT FOR A TOTAL CONTRACT AMOUNT OF \$232,334.25; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$272,615 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN PARKING CAPITAL IMPROVEMENT FUND (3073) TO THE SOUTH CORE PARKING GARAGE CONCRETE REPAIR PROJECT (18811) TO PROVIDE THE NECESSARY FUNDING FOR THIS AGREEMENT AND OTHER PROJECT RELATED COSTS TO INCLUDE OTHER ENGINEERING SERVICES AND PROJECT RELATED CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received six (6) bids for the SouthCore Parking Garage Structural Rehabilitation Project pursuant to IFB No. 8017-2, dated July 30, 2021; and

WHEREAS, One Source Restoration & Building Services, Inc. the apparent lowest bidder, was determined to be non-responsive and non-responsible; and

WHEREAS, Innovative Masonry Restoration, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 8017-2; and

WHEREAS, funding for this project and other project related costs to include other engineering services and project related contingencies will be available after a supplemental appropriation in the amount of \$272,615 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073) to the South Core Parking Garage Concrete Repair Project (18811); and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to

Innovative Masonry Restoration, LLC for the SouthCore Parking Garage Structural Rehabilitation Project for a total contract amount of \$232,334.25 is hereby approved.


BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073) the following supplemental appropriation for fiscal year 2022:

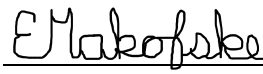
<u>Downtown Parking Capital Improvement Fund (3073)</u>	
South Core Parking Garage Concrete Repair Project (18811)	\$272,615

This Resolution shall become effective immediately upon its adoption.


Approved by:



City Attorney (Designee)
00605513



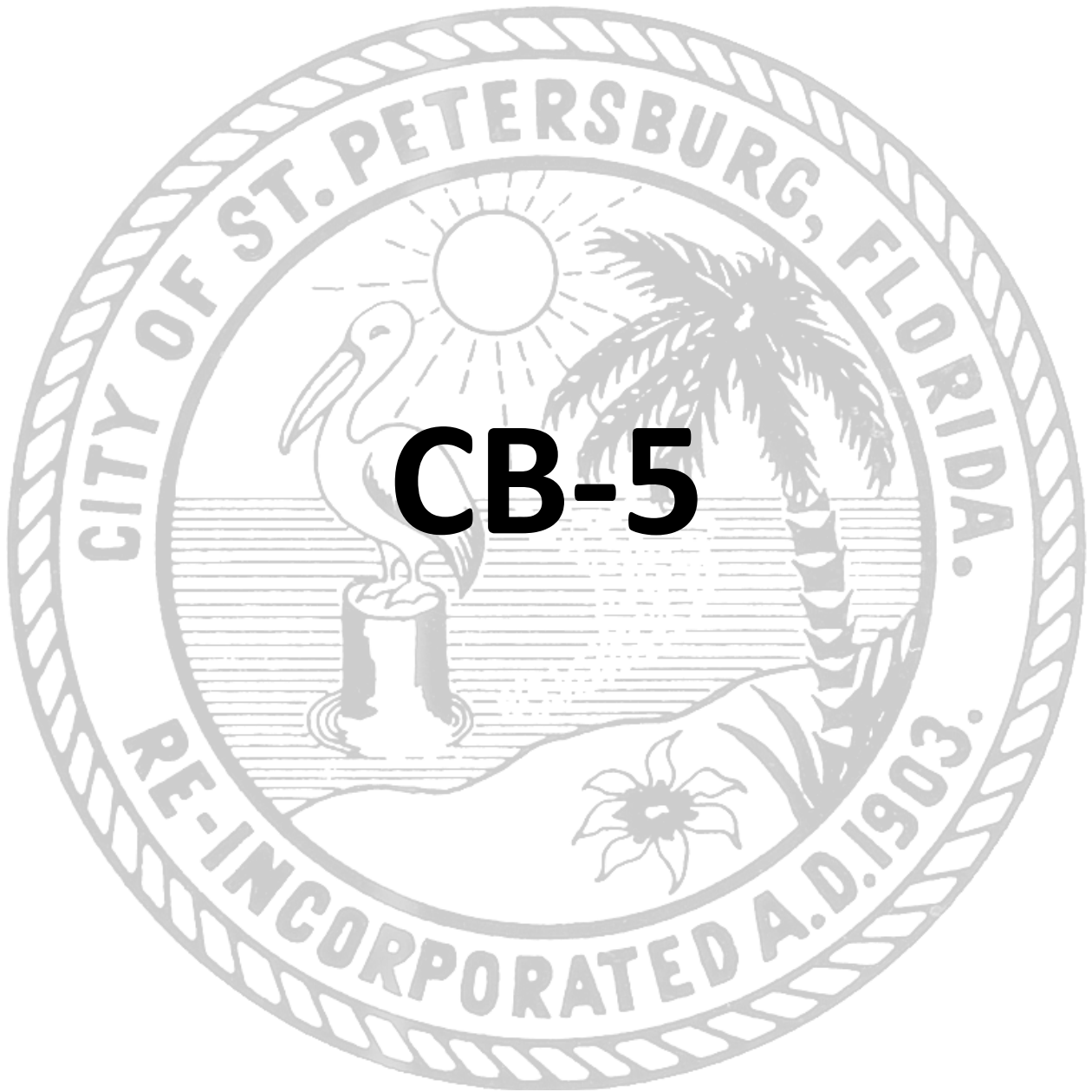
Budget

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145218
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	S Core Parking Garage Structural Rehab., Feb 10
Message:	Submitted for your approval, please find attached Consent Write-up for SouthCore Parking Garage Structural Rehabilitation, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the reinstatement and amendment to the one-year blanket purchase agreement with MJFP, Inc., for photography and videography services, to exercise the one-year renewal option at an estimated annual cost of \$60,000 for the Marketing Department, at a total contract amount of \$180,000.
Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the reinstatement and amendment to the one-year blanket purchase agreement with MJFP, Inc., for photography and videography services, to exercise the one-year renewal option at an estimated annual cost of \$60,000 for the Marketing Department, at a total contract amount of \$180,000.

Explanation: On January 1, 2020, administration approved a one-year agreement for photography and videography services through December 31, 2020. The agreement has three one-year renewal options. On December 10, 2020 City Council approved the first renewal. This is the second renewal. The agreement has one, one-year renewal option remaining.

The vendor provides all labor, supervision, transportation, equipment, and tools required to create, develop, and deliver the photographic, video production, and other services requested by the City. The vendor also provides on-location video production to include interviews, web video content, StPeteTV® video content, time lapses, marketing assets, campaign collateral, original content consulting, staff training and script writing as directed.

The Procurement and Supply Management Department, in cooperation with the Marketing Department, recommends renewal:

MJFP, Inc. (St. Petersburg)\$180,000

Original agreement amount	\$60,000
1 st renewal	60,000
Reinstatement and renewal	60,000
Total agreement amount	<u>\$180,000</u>

The vendor has agreed to hold rates firm under the terms and conditions. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms. The renewal will be effective from the date of approval through December 31, 2022.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) Marketing Department, Marketing and Communication Division (230-1749).

Attachments: Resolution

A RESOLUTION APPROVING THE REINSTATEMENT AND AMENDMENT TO THE ONE-YEAR BLANKET PURCHASE AGREEMENT WITH MJFP, INC., FOR PHOTOGRAPHY AND VIDEOGRAPHY SERVICES TO EXERCISE THE ONE-YEAR RENEWAL OPTION AT AN ESTIMATED COST OF \$60,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$180,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 1, 2020, administration approved a one-year agreement with three one-year renewal options to MJFP, Inc., for photography and videography services through December 31, 2020 for a total amount not to exceed \$60,000 for the initial term (the "Agreement"); and

WHEREAS, on December 10, 2020, administration approved the first renewal option to the Agreement, which expired on December 31, 2021; and

WHEREAS, Administration desires to reinstate the Agreement and to exercise the second renewal option to extend the term and increase the contract amount in the amount of \$60,000 for the second renewal term through December 31, 2022; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Marketing Department, recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the reinstatement and amendment to the one-year blanket purchase agreement with MJFP, Inc., for photography and videography services to exercise the one-year renewal option at an estimated cost of \$60,000 for the renewal term is hereby approved.


BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$180,000.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

/s/ Ben James
City Attorney (Designee)
00605866

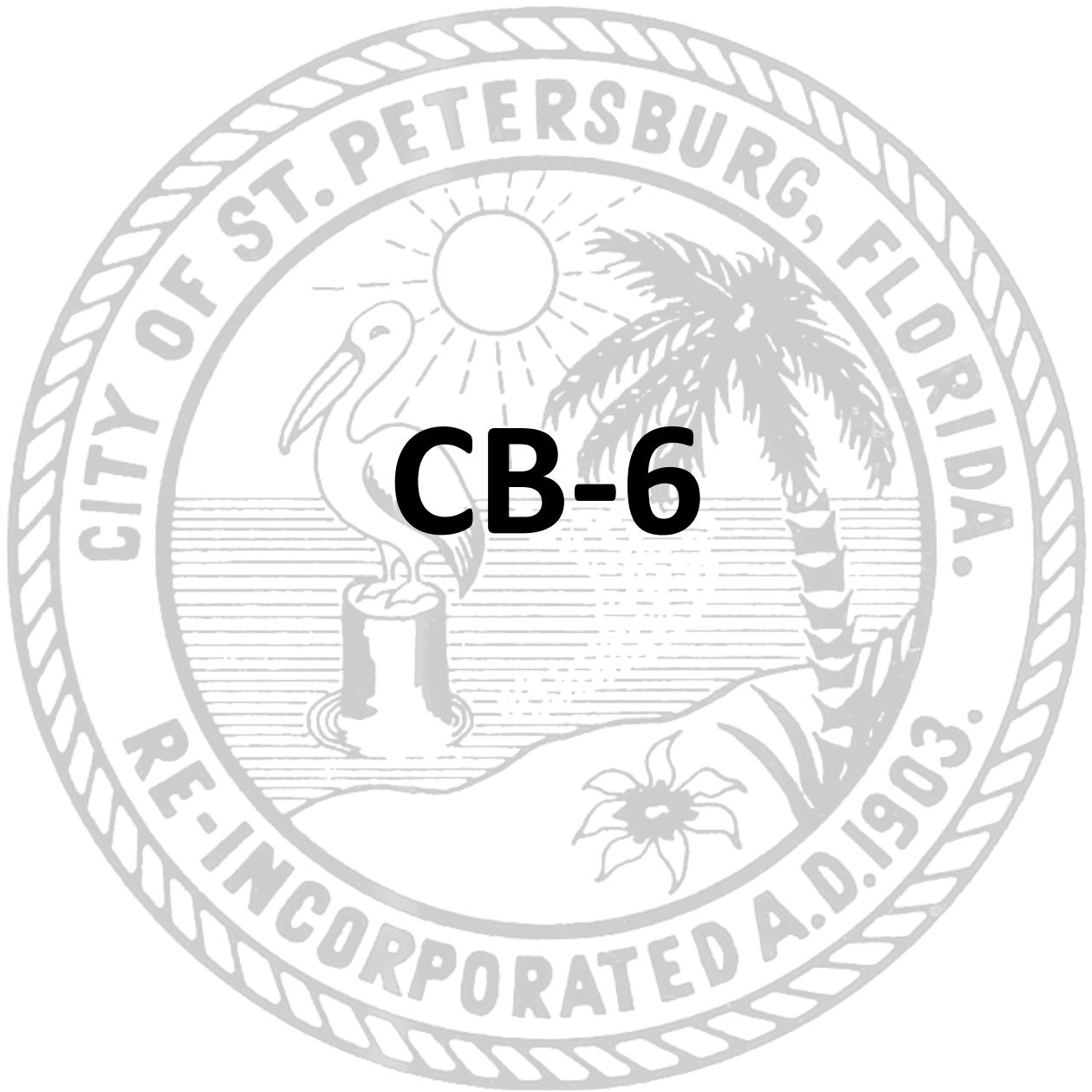
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145421
Name:	Pocengal, Nicholas W	Request Date:	24-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Photography & Videography Svcs, Feb 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Photography & Videography Svcs, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	24-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	24-JAN-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the purchase of one truck from Alan Jay Ford Lincoln Mercury Inc., for the Fleet Management Department, at a total cost of \$127,850.

Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the purchase of one truck from Alan Jay Ford Lincoln Mercury Inc., for the Fleet Management Department, at a total cost of \$127,850.

Explanation: This purchase is being made from Sourcewell Contract Nos. 120716-NAF and 060920-NAF.

The vendor will furnish and deliver one Ford F-750 truck equipped with a regular cab, dump bed and crane. The truck will be required to tow trailers, haul dirt and debris to and from job sites, or City facilities. The vehicle will be utilized by the Stormwater, Pavement and Traffic Operations department.

This purchase was evaluated and is aligned with the City Green Fleet initiatives; and is balanced to meet specific department mission parameters for towing, heavy load haul and accessory requirements.

The F-750 truck is equipped with regular cab, Power Take Off (PTO) technology and towing package. It is equipped with a 270 hp, 6.7L diesel engine and a 6-speed transmission that is Environmental Protection Agency Tier 4 FINAL emissions certified. This engine was chosen to support PTO and accessory crane functions and is the smallest diesel engine size available to support these requirements.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department and the Office of Sustainability recommends utilizing Sourcewell Contract Nos. 120716-NAF and 060920-NAF:

Alan Jay Ford Lincoln Mercury Inc. (Sebring, FL)\$127,850

2023 Truck, Ford F-750, dump bed with crane 1 EA @ \$127,850

The vendor has met the specifications, terms, and conditions of Sourcewell Contract Nos. 120716-NAF and 060920-NAF, effective through November 5, 2025. This purchase is made in accordance with Section 2-219 (b) of the City Code which authorizes the Mayor or his designee to purchase supplies from competitively bid contracts of other government entities.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Stormwater Utility Operating Fund (4011), Stormwater, Pavement & Traffic Operations Department, Line Cleaning Division (400-1297).

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF 1 (ONE) TRUCK FROM ALAN JAY FORD LINCOLN MERCURY INC., FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST OF \$127,850; UTILIZING SOURCEWELL CONTRACT NOS. 120716-NAF AND 060920-NAF; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 1 (one) truck from Alan Jay Ford Lincoln Mercury Inc., at a total cost of \$127,850 (the “Purchase”); and

WHEREAS, pursuant to Section 2-219(b) of the City Code, the Mayor or his designee is authorized to utilize competitively bid contracts of other government entities; and

WHEREAS, Alan Jay Ford Lincoln Mercury Inc., has met the specification, terms, and conditions of Sourcewell Contract Nos. 120716-NAF and 060920-NAF; and

WHEREAS, the Purchase was evaluated and is aligned with the City’s Green Fleet initiatives; and

WHEREAS, the Procurement and Supply Management Department in cooperation with the Fleet Management Department and the Office of Sustainability recommends approval of this resolution.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the purchase of 1 (one) truck from Alan Jay Ford Lincoln Mercury Inc., for the Fleet Management Department at a total cost of \$127,850 utilizing Sourcewell Contract Nos. 120716-NAF and 060920-NAF is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

/s/Ben James
City Attorney (Designee)
00605870

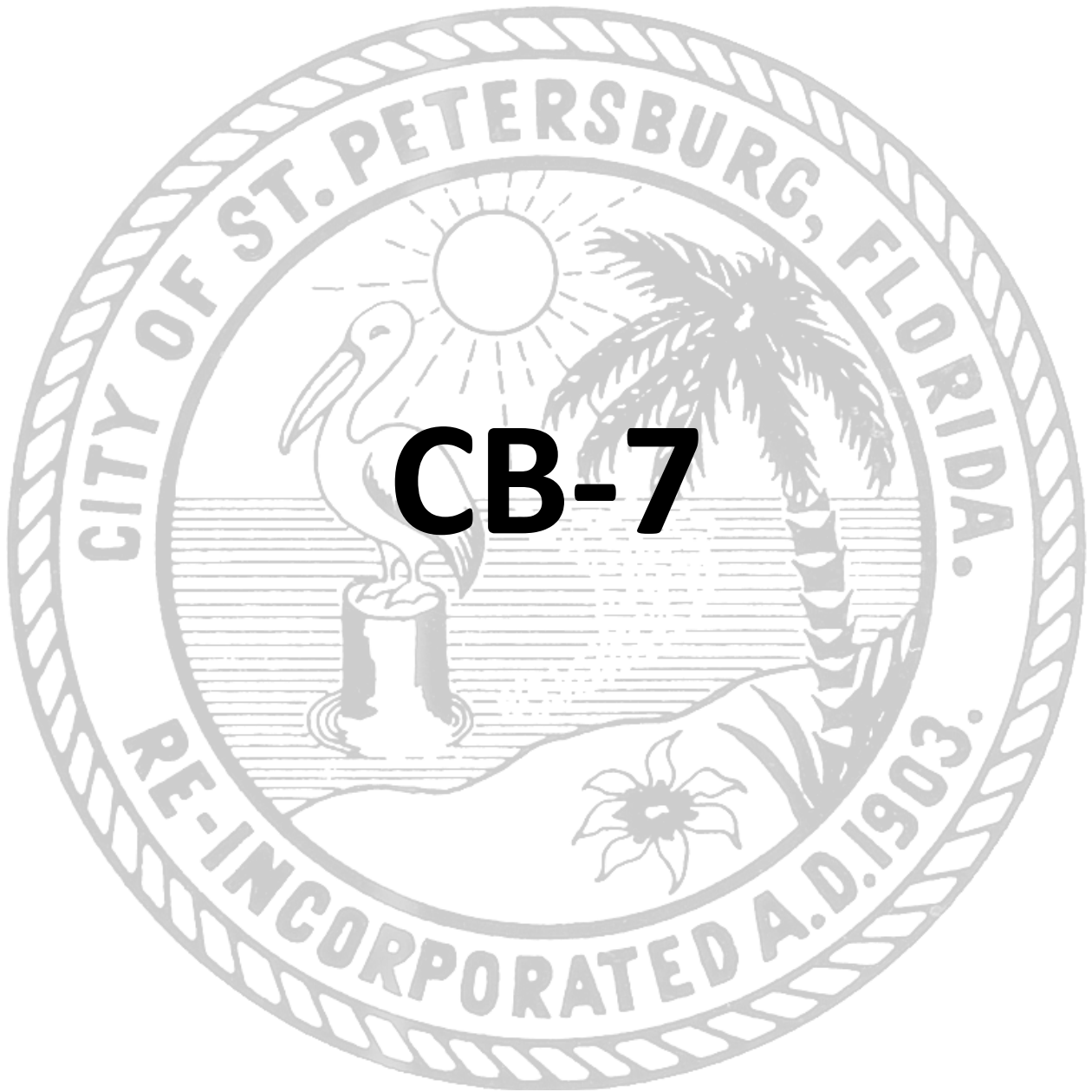
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145211
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	1 Truck, F-750 February 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for 1 Truck, F-750, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	070-53 Vehicles Trucks (1) F-750 February 10, 2022 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the purchase of one 310SL backhoe loader from Dobbs Equipment LLC, for the Fleet Management Department, at a total cost of \$123,208.

Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the purchase of one 310SL backhoe loader from Dobbs Equipment LLC, for the Fleet Management Department, at a total cost of \$123,208.

Explanation: This purchase is being made from Florida Sheriffs Association Contract No. FSA20-VEH18.0.

The vendor will furnish and deliver one 310SL backhoe loader. The backhoe is equipped with a 24" bucket, enclosed cab, and an IT4 diesel engine. The backhoe will be assigned to the Water Resources Department and will be used for excavations, tear outs, and yard maintenance. The backhoe has a life expectancy of ten years.

This purchase is aligned with the City Green Fleet initiatives as the policy relates to department mission requirements, safety standards, warranty, reliability, and availability of proven alternatively fueled technology. The vehicle is equipped with a John Deere EWL 4045 diesel engine which is an Environmental Protection Agency (EPA) Tier 4 Final certified diesel engine. This is the only engine configuration available on contract for this equipment model.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department and the Office of Sustainability, recommends for award utilizing Florida Sheriffs Association Contract No. FSA20-VEH18.0.

Dobbs Equipment LLC (Riverview, FL)\$123,208

2022 Backhoe Loader Model No. 310SL 1 ea @ \$123,208

The vendor has met the specifications, terms, and conditions of Florida Sheriffs Association Contract No. FSA20-VEH18.0, effective through September 30, 2023. This purchase is made in accordance with Section 2-219 (c) of the City Code which authorizes the Mayor or his designee to purchase supplies from the Florida Sheriff's Association and Florida Association of Counties negotiated purchase program.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Water Maintenance Division (420-2117).

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF 1 (ONE) 310SL BACKHOE LOADER FROM DOBBS EQUIPMENT LLC, FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST OF \$123,208 UTILIZING FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-VEH18.0; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 1 (one) 310SL backhoe loader from Dobbs Equipment LLC, at a total cost of \$123,208 (the "Purchase"); and

WHEREAS, pursuant to Section 2-219(c) of the City Code, the Mayor or his designee is authorized to purchase supplies from the Florida Sheriff's Association and Florida Association of Counties negotiated purchase program; and

WHEREAS, Dobbs Equipment LLC, has met the specification, terms, and conditions of Florida Sheriff's Association Contract No. FSA20-VEH18.0; and

WHEREAS, the Purchase is aligned with the City Green Fleet initiatives; and

WHEREAS, the Procurement and Supply Management Department in cooperation with the Fleet Management Department and Office of Sustainability recommends approval of this resolution.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the purchase of 1 (one) 310SL Backhoe Loader from Dobbs Equipment LLC, for the Fleet Management Department at a total cost of \$123,208 utilizing Florida Sheriff's Association Contract No. FSA20-VEH18.0 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

/s/Ben James
City Attorney (Designee)
00605869

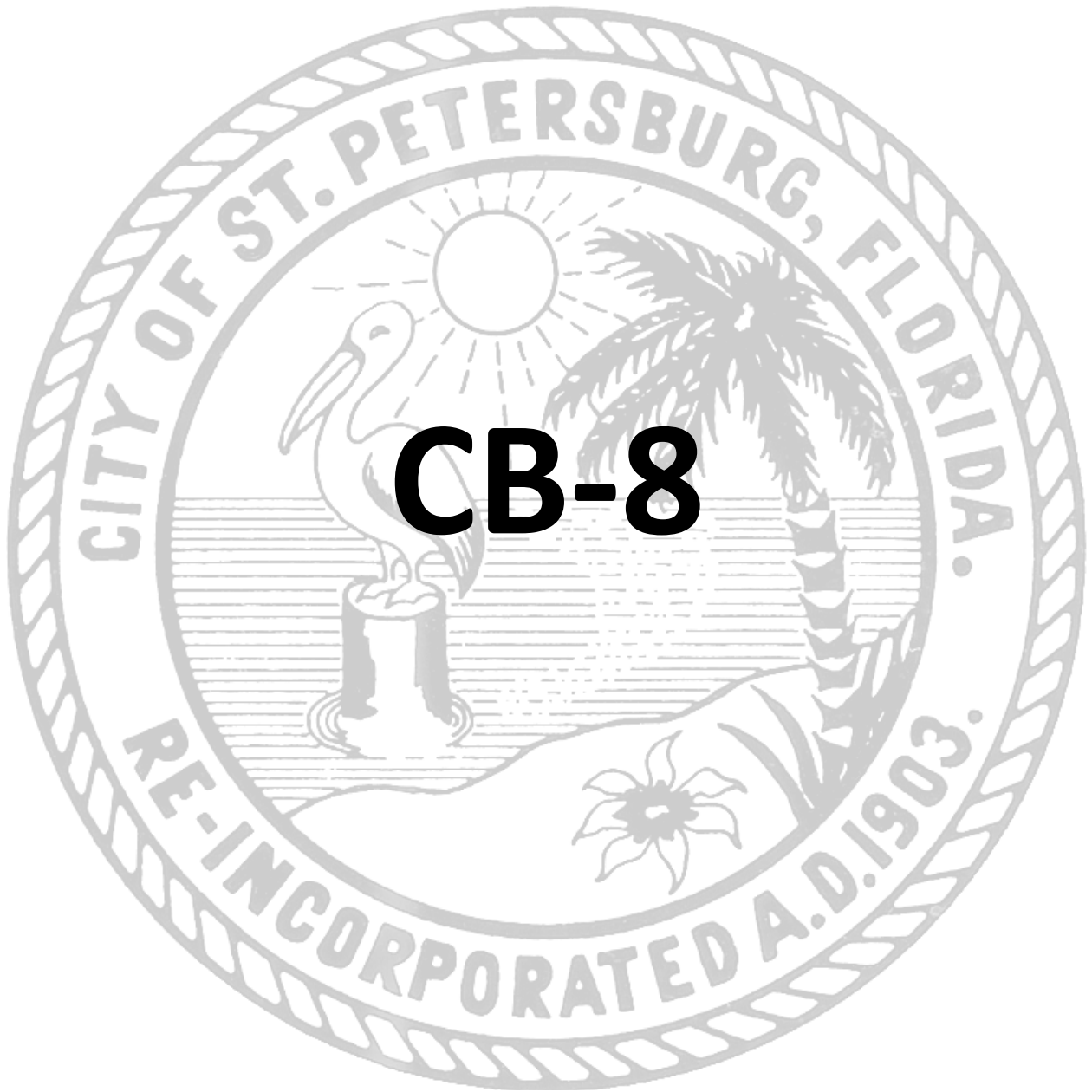
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145212
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Backhoe, February 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for a Backhoe, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	760-04 Equipment, Backhoe, February 10, 2022 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Peninsular Mechanical Contractors, Inc., for Jamestown Apartments heating ventilation and air conditioning (HVAC) repairs, maintenance, and replacement services, for the Enterprise Facilities Department, at an annual estimated cost of \$40,000 per year, for a total contract amount of \$120,000.

Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Peninsular Mechanical Contractors, Inc., for Jamestown Apartments heating ventilation and air conditioning (HVAC) repairs, maintenance, and replacement services, for the Enterprise Facilities Department, at an annual estimated cost of \$40,000 per year, for a total contract amount of \$120,000.

Explanation: The Procurement and Supply Management Department received two bids for Jamestown Apartments HVAC repairs, maintenance, and replacement services. The bids were opened on December 14, 2021, and are tabulated as follows:

<u>Bidders</u>	<u>Amount</u>
Peninsular Mechanical Contractors, Inc. (SBE) (Clearwater)	\$33,250
Bay Area Heating and Cooling Inc. (Largo)	\$44,450

The contractor shall provide all labor, supervision, transportation, travel time and expenses, equipment, tools, diagnostic devices and software to keep the HVAC systems in proper and continuous operation. This includes replacement of equipment, parts, materials and supplies, to include but not be limited to, air filters, lubricants, refrigerants, compressors, condensers, thermostats, air diffusers, and grills, heating supply and return lines, water lines, air ducts, and exhaust fans. The primary location is Jamestown Apartments. The bids received are for labor only; additional funds will be necessary for parts, materials, and replacement units, which will be provided at cost plus a ten percent markup.

The Procurement and Supply Management Department, in conjunction with Enterprise Facilities, recommends for award:

Peninsular Mechanical Contractors, Inc. (Clearwater) \$120,000
(Three years @ \$40,000 per year)

Peninsular Mechanical Contractors, Inc., the lowest responsive and responsible bidder, has met the requirements of IFB No. 8095-2, dated December 6, 2021. The company is headquartered in Clearwater and has been in business since 1979. It has satisfactorily provided similar services for Jabil in St. Petersburg and Gulf Coast Dermatopathology in Tampa. This agreement will be effective through February 28, 2025. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Jamestown Complex Operating Fund (4081), Enterprise Facilities Department, Jamestown Complex Management Division (282.1113).

Attachments: Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT TO PENINSULAR MECHANICAL CONTRACTORS, INC. FOR JAMESTOWN APARTMENTS HEATING VENTILATION AND AIR CONDITIONING (HVAC) REPAIRS, MAINTENANCE, AND REPLACEMENT SERVICES FOR THE ENTERPRISE FACILITIES DEPARTMENT AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$120,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received two bids for Jamestown Apartments HVAC repairs, maintenance, and replacement services for the Enterprise Facilities Department pursuant to IFB No. 8095-2 dated December 6, 2021; and

WHEREAS, Peninsular Mechanical Contractors, Inc. has met the specifications, terms and conditions of IFB No. 8095-2 dated December 6, 2021; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Enterprise Facilities Department, recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year blanket purchase agreement to Peninsular Mechanical Contractors, Inc. for Jamestown Apartments heating ventilation and air conditioning (HVAC) repairs, maintenance, and replacement services for the Enterprise Facilities Department at a total contract amount not to exceed \$120,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.


This resolution shall become effective immediately upon its adoption.

Approved by:

/s/ Sharon Michnowicz

City Attorney (Designee)

00606144

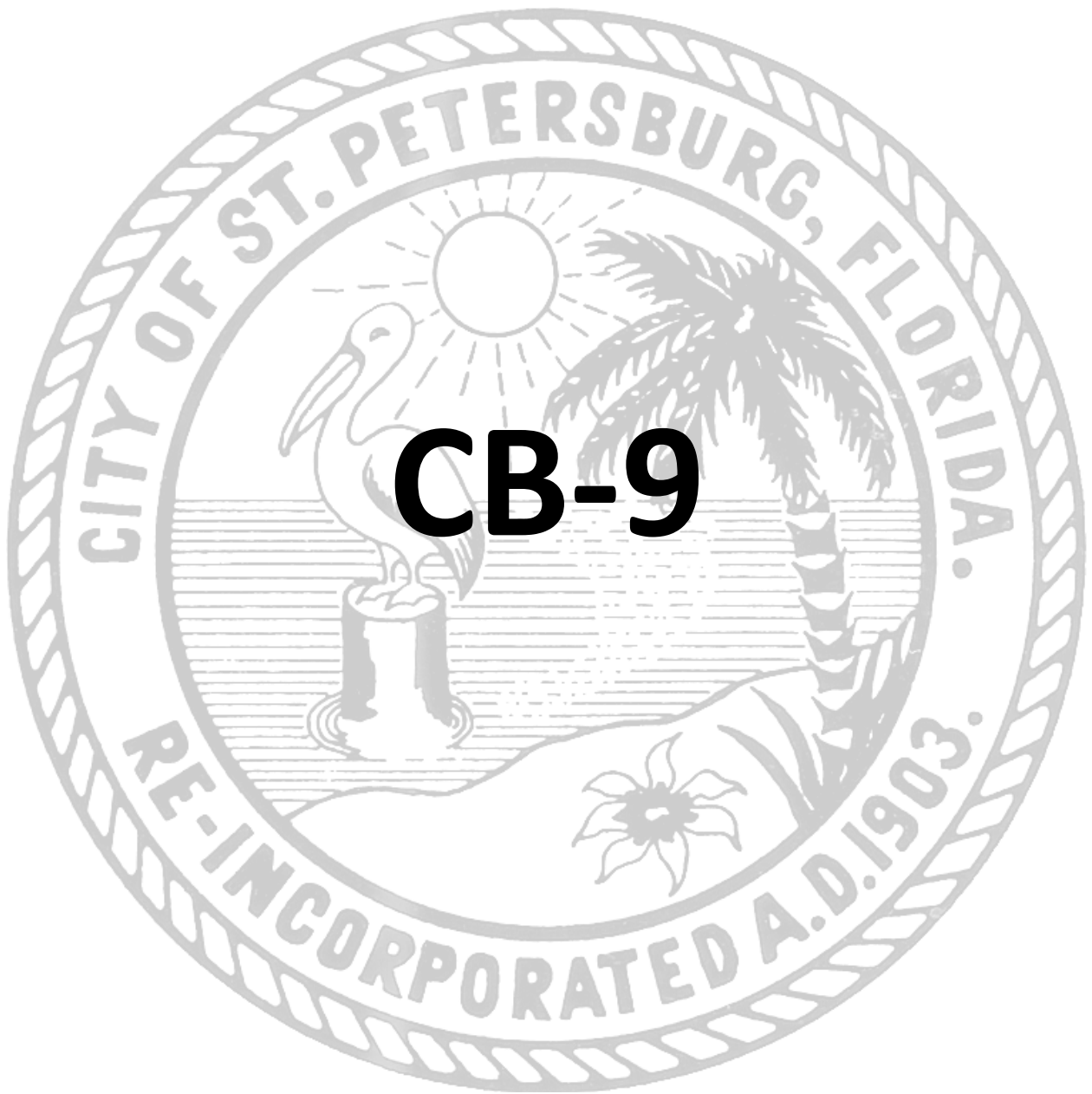
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145417
Name:	Pocengal, Nicholas W	Request Date:	24-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Jamestown HVAC Repairs Maint., Feb. 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Jamestown HVAC Repairs, Maintenance, & Replacements, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	24-JAN-2022	
1	Stanford, Lance N	Stanford, Lance N	APPROVE	24-JAN-2022	User Defined
2	Zeoli, Joseph F	Zeoli, Joseph F	APPROVE	25-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Ovivo USA, LLC., a sole source supplier, for repair parts for the grit removal system at Southwest Water Reclamation Facility (SWWRF), for the Water Resources Department, for a total cost of \$88,556.46.

Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a proposal from Ovivo USA, LLC., a sole source supplier, for repair parts for the grit removal system at Southwest Water Reclamation Facility (SWWRF), for the Water Resources Department, for a total cost of \$88,556.46.

Explanation: This equipment is a forced vortex grit removal system used in municipal wastewater treatment to remove the settled stones, grit, and sand at the headworks structure. The two existing grit removal systems have exceeded their expected lifespan. Replacing these defective parts will ensure the proper operation and performance of the grit system. Ovivo U.S.A., LLC., will furnish and deliver two of each drive motors, gearboxes, drive heads, drive tubes, and impellers.

Ovivo is the manufacturer of the existing grit removal system and compatibility of the replacement parts is the paramount consideration.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends for approval:

Ovivo USA, LLC. (Salt Lake City, UT) \$88,556.46

This purchase is made in accordance with Section 2-212 (a) (1) of the Procurement Code, which authorizes the use of sole source when a supply or service is available from only one source.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SW Grit Removal Rehab Project (18746).

Attachments: Sole Source
Resolution



-- City of St. Petersburg Authorization Request --

General Authorization**Request #**

139196

Name:	Sparks, Robert E	Request Date:	10-DEC-2021	Status:	APPROVED
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Authorization Request

Subject:	Sole Source Pista Grit
Message:	Sole Source Pista Grit
Supporting Documentation:	Documents Pista Grit.pdf

	Approver	Completed By	Response	Response Date	Type
0	Sparks, Robert E		SUBMITTED	10-DEC-2021	
1	Witbracht, Chad William	Witbracht, Chad William	APPROVE	10-DEC-2021	User Defined
2	Rhea, Lisa Robinson	Rhea, Lisa Robinson	APPROVE	10-DEC-2021	User Defined
3	Palenchar, John Edward	Palenchar, John Edward	APPROVE	10-DEC-2021	User Defined
4	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	10-DEC-2021	User Defined
5	Dewar, Karen M	Dewar, Karen M	APPROVE	14-DEC-2021	User Defined
		Note: Justified per AEW			
6	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	14-DEC-2021	User Defined

Resolution No. _____

A RESOLUTION DECLARING OVIVO USA, LLC TO BE A SOLE SOURCE SUPPLIER FOR REPAIR PARTS FOR THE GRIT REMOVAL SYSTEM AT SOUTHWEST WATER RECLAMATION FACILITY (SWWRF); ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE OF REPAIR PARTS FOR THE GRIT REMOVAL SYSTEM AT SWWRF FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$88,556.46; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Administration desires to purchase repair parts for the grit removal system at the Southwest Water Reclamation Facility (SWWRF) for the Water Resources Department; and

WHEREAS, Ovivo USA, LLC is the manufacturer of the existing grit removal system and compatibility of replacement parts is the paramount consideration; and

WHEREAS, Section 2-212 of the Procurement Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends approval of this purchase from Ovivo USA, LLC as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Ovivo USA, LLC is declared a sole source supplier for repair parts for the grit removal system at Southwest Water Reclamation Facility (SWWRF).

BE IT FURTHER RESOLVED that the proposal is hereby accepted and the purchase from Ovivo USA, LLC for repair parts for the grit removal system at SWWRF for the

Water Resources Department at a total contract amount not to exceed \$88,556.46 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.


This Resolution shall become effective immediately upon its adoption.

Approved by:

/s/ *Sharon Michnowicz*

City Attorney (Designee)

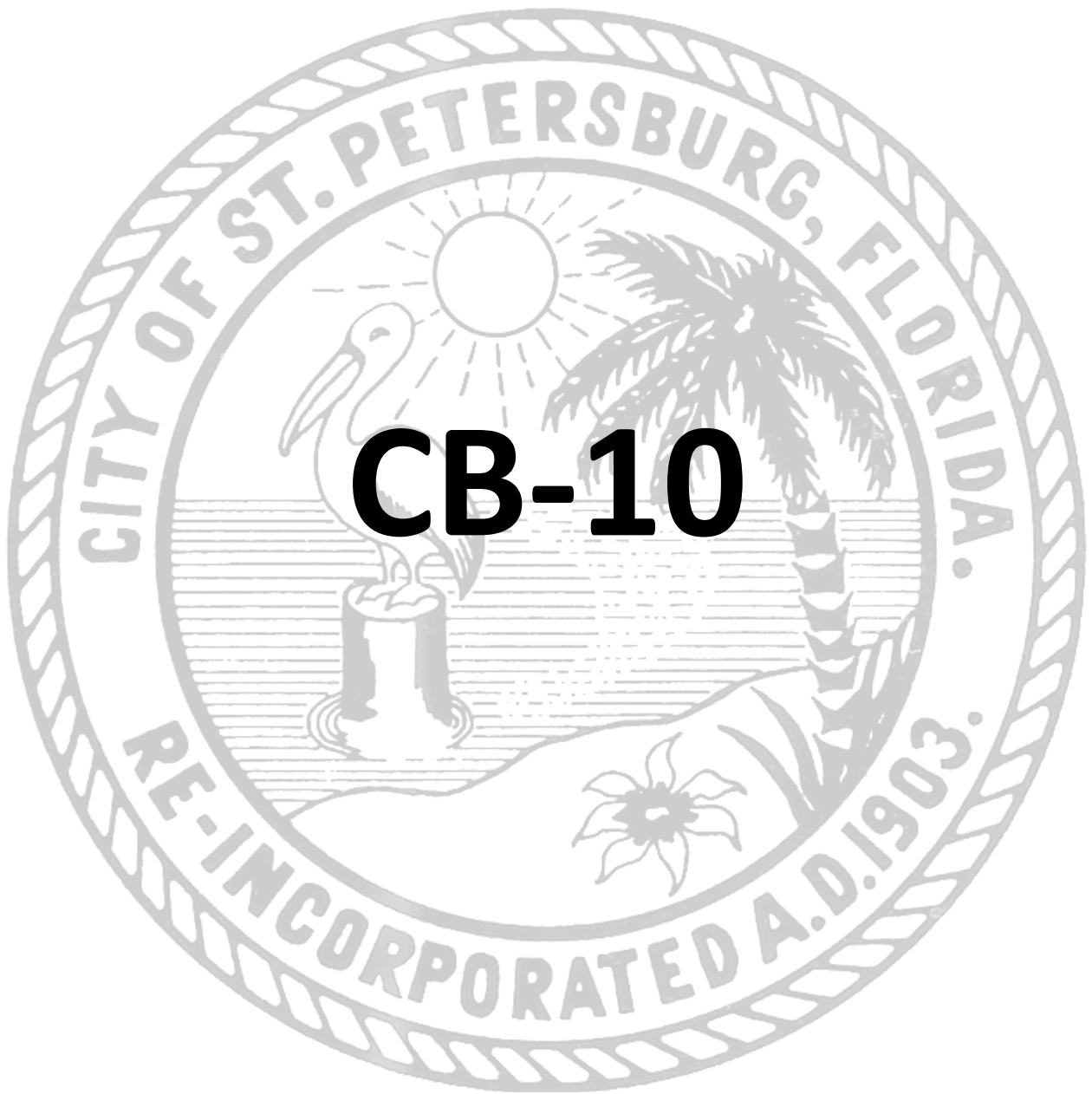
00606139

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145215
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Grit Removal System SWWRF, February 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Grit Removal System SWWRF, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	890-77 Grit Removal System SWWRF, February 10, 2022 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute a Cooperative Funding Initiative Project Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (“SWFWMD”) for the City to provide SWFWMD funding in an amount not to exceed \$20,000 for a Third-Party Review of the 60 percent design plans for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project (SWFWMD Project Q220; ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.
Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 10, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute a Cooperative Funding Initiative Project Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (“SWFWMD”) for the City to provide SWFWMD funding in an amount not to exceed \$20,000 for a Third-Party Review of the 60 percent design plans for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project (SWFWMD Project Q220; ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.

EXPLANATION: The reference Agreement with SWFWMD is the first step in obtaining the cooperative funding agreement for the construction of the complete project, because the project construction cost is estimated to be over \$5 million. The City (via the Engineering Design Professional) submits a 60% design package including plans, cost estimate, schedule, and resource benefit calculations. The District negotiates and secures a qualified firm to review the 60% design package. The Third-Party review is presented to the Governing Board to recommend that the project approach is sound and should be funded in full and proceed. Upon approval of the Third-Party Review, the Agreement is amended to include the cooperative funding for the full cost of construction.

On September 17, 2020, City Council approved an Architect/Engineering (“A/E”) Agreement with Land & Water Engineering Science, Inc. in the amount of \$608,486.03 for A/E to provide professional services for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project.

On October 1, 2020, a Cooperative Funding application was executed between the City Engineering & Capital Improvements Department and SWFWMD for a fiscal year 2022 Cooperative Funding Initiative Project for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project. The project subsequently received the Governing Board approval to be included in the fiscal year 2022 funding budget. The SWFWMD approved budget is a total of \$5,457,00 (\$2,728,500 matching shares); \$1,500,000 requested from SWFWMD in fiscal year 2022 and \$1,228,500 requested from SWFWMD in fiscal year 2023.

The Cooperative Agreement with SWFWMD for the initial Project Agreement and Third-Party Review will enable SWFWMD to secure a third-party Engineering Professional to verify the project scope and cost and authorize the full project design Cooperative Agreement.

An Agreement Amendment for the complete construction project shared funding will be prepared for Council approval after the SWFWMD authorization.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute a Cooperative Funding Initiative Project Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (“SWFWMD”) for the City to provide SWFWMD funding in an amount not to exceed \$20,000 for a Third-Party Review of the 60 percent design plans for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project (SWFWMD Project Q220; ECID Project No. 19045-110; Oracle No. 16711); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013) 50 A/N W of 4th Street SDI Project (16711).

ATTACHMENTS: Resolution
 Project Map
 Draft Agreement

RESOLUTION NO. 2022 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING INITIATIVE PROJECT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (“SWFWMD”) FOR THE CITY TO PROVIDE SWFWMD FUNDING IN AN AMOUNT NOT TO EXCEED \$20,000 FOR A THIRD-PARTY REVIEW OF THE 60 PERCENT DESIGN PLANS FOR THE 7TH STREET NORTH, 50TH AVENUE NORTH AND VICINITY STORM DRAINAGE IMPROVEMENTS PROJECT (SWFWMD PROJECT Q220; ECID PROJECT NO. 19045-110; ORACLE NO. 16711); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) desires to receive funding from the Southwest Florida Water Management District (“SWFWMD”) under its cooperative funding program for the cost to construct the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project (“Project”); and

WHEREAS, in order to receive such funding for construction of the Project, SWFWMD requires a third-party review of the sixty percent (60%) design package; and

WHEREAS, the City must execute a Cooperative Funding Initiative Project Agreement, which agreement sets forth the obligations of the City and SWFWMD; and

WHEREAS, pursuant to the agreement, the City will provide the sixty percent (60%) design package to SWFWMD and pay SWFWMD an amount not to exceed \$20,000 to share in the costs for the third-party review that will be performed by a consultant retained by SWFWMD; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute a Cooperative Funding Initiative Project Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (“SWFWMD”) for the City to provide SWFWMD funding in an amount not to exceed \$20,000 for a third-party review of the 60 percent design plans for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements Project.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (or Designee) 00605563

AGREEMENT NO. 22CF0003690

Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District), 2379 Broad Street, Brooksville, Florida 34604, and the Cooperator named below.

Project Information

Cooperator Name:	<u>City of St. Petersburg</u>
Cooperator Address:	<u>175 Fifth St. N.</u> <u>St. Petersburg, Florida 33701</u>
Project Number:	<u>Q220</u>
Project Name:	<u>7th Street North, 50th Avenue North Vicinity Storm Drainage Improvements</u>
Entity Type:	<u>Public</u>
Project Description:	<u>This Project consists of the 60% design package for stormwater improvements for the neighborhood west of 4th Street North between 50th Avenue North and the 54th Avenue North canal. The proposed drainage improvements include low impact development (LID) techniques and increased conveyance capacity via enlarged conduits. The District will perform a third-party review of the 60% design package.</u>
Electronic Signature:	<u>Yes</u>

Funding/Agreement Information

Effective Date:	<u>10/1/2021</u>	Expiration Date:	<u>12/30/2022</u>
Type/Risk Level (1-3):	<u>Type 3</u>	O&M Expiration Date:	<u> </u>
Anticipated Total Project Cost:	<u>\$40,000</u>	Multi-Year Funded Project:	<u>No</u>
District's Maximum Share:	<u>\$20,000</u>	Funding Approved:	<u>FY: 2022 \$20,000</u>
		District Funding:	<u>50%</u>
State Funding:	<u>No</u>	CSFA #:	<u> </u> Title: <u> </u>
Federal Funding:	<u>No</u>	CFDA #:	<u> </u> Title: <u> </u>
Cooperator's Total Share:	<u>\$20,000</u>	Land Acquisition Cost:	<u> </u>
Third Party Review:	<u>Yes</u>	Conservation Easement:	<u>No</u>

Party Contacts

District Contract Manager

Name:	<u>Chelsea Goodman, Engineer</u>
Address:	<u>2379 Broad Street</u> <u>Brooksville, Florida 34604</u>
Phone:	<u>1-800-423-1476 x4256</u>
Email:	<u>Chelsea.Goodman@swfwmd.state.fl.us</u>

Cooperator Project Manager

Name:	<u>Brejesh Prayman</u>
Address:	<u>1 Fourth Street North</u> <u>St. Petersburg, Florida 33701</u>
Phone:	<u>7278937854</u>
Email:	<u>brejesh.prayman@stpete.org</u>

The Parties agree to comply with the terms and conditions of the following checked exhibits and attachments, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Standard Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (Aquifer Storage & Recovery and Recharge)
X	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Study, Conservation, Watershed Management Plan, or Third-Party Review {design only})
	Exhibit B - CFI Special Terms and Conditions – Construction/Non-Construction (Septic to Sewer)
X	Exhibit C - Project Plan
	Exhibit D - State Funding Terms and Conditions
	Exhibit E - Federal Funding Terms and Conditions
	Exhibit F - Special Audit Requirements
	Exhibit G - Miscellaneous
	Additional Exhibits (if necessary)
	Attachment 1 - Contingency Funds Justification Form
	Attachment 2 - Minority/Women Owned and Small Business Utilization Report Form
	Attachment 3 - Sample Conservation Easement
X	Attachment 4 - Cooperative Funding Agreement Checklist
	Additional Attachments (if necessary)

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: _____
 Name: _____ Date: _____
 Title: _____

City of St. Petersburg

By: _____
 Name: _____ Date: _____
 Title: _____
 Additional signatures attached on separate page

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.

2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total Project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.

3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.

4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.

5. Funding.

5.1. The anticipated total cost of the Project is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.

5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.

- 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.
- 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
- 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of a preliminary design package,
 - 5.7.1. and the District's funding share includes design costs, the District shall withhold reimbursement of the costs associated with the preliminary design package in an amount equivalent to half the cost of the third-party review.
 - 5.7.2. and the District's funding share does not include design costs, the Cooperator shall reimburse the District for its share of the third-party review costs within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Each invoice must include the following certification:
 "I certify that the costs requested for reimbursement are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."

5.8. **Funding Contingency.**

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 District's funding percentage is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

6. **Invoice and Payment.**

- 6.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.

6.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures."

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

"The Cooperator received a total of \$__ in federal and state appropriations or grant monies for the Project and \$__ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$__ / \$__ respectively."

- 6.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District's Contract Manager to expedite the review process.
- 6.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time.
- 6.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 6.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties' execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

7. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District's Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District's Contract Manager, in consultation with his or her Bureau Chief, within 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 Cooperator's continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

8. Force Majeure.

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 party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

9. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator 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 the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

10. Reports.

10.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

10.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

10.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

10.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

11. Risk, Liability, and Indemnity.

11.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and shall 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 Cooperator 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 Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

- 11.2. The Cooperator shall 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 Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.
- 11.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
- 11.4. 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.
- 11.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

12. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

13. Release of Information.

The parties will not 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 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

14. District Recognition.

The Cooperator 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.

15. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

16. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

17. 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 Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

17.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

17.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to 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. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

18. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

19. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

20. Lobbying Prohibition.

Pursuant to Section 216.347, F.S., the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

22. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Non-Construction
Study, Conservation, Watershed Management Plan, or
Third-Party Review (design only)

1. Project Funding.

The District Governing Board approved the funding of this Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.

2. Repayment.

2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; or e) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including any O&M Period. Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.

2.3. If the Cooperator is obligated to repay the District under any Paragraph of this Agreement, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.

2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.

2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Compensatory Treatment Mitigation.

If the Project progresses into the construction phase, the project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The project shall not be used for water use permitting withdrawal credits. The project can be used for self-mitigation due to impacts specifically associated with the construction of the project. This Paragraph shall survive the expiration or termination of this Agreement.

4. Additional Clauses. *Checked paragraphs apply.*

☐ Feasibility Study Alternatives.

The parties acknowledge that the Project is a feasibility study. If, during the course of the Project, an alternative is determined not to be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations, the Cooperator shall notify the District and cease work on the infeasible alternative. The Cooperator may request reallocating funds to another alternative in accordance with this Agreement. The approval of such request for reallocation of funds shall be in the District's sole discretion.

☒ Ownership of Documents and Other.

All documents and goods or products, including the associated intellectual property rights, developed in connection with this Agreement shall be the property of the District and the Cooperator, jointly. Notwithstanding the above, all Project infrastructure shall be the sole property of the Cooperator. This Paragraph shall survive the expiration or termination of this Agreement.

☒ Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

☐ 15 days of receipt.

☒ 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

☐ 10 days of receipt.

☒ 20 days of receipt.

☐ Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, FL 34604
Phone: (352) 796-7211, Ext. 4104
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

EXHIBIT "C" PROJECT PLAN

PROJECT DESCRIPTION

The Project consists of the 60% design plans for regional stormwater improvements for the neighborhood west of 4th Street North between 50th Avenue North and the 54th Avenue North canal. The proposed drainage improvements include low impact development (LID) techniques and increased conveyance capacity via enlarged conduits. As this proposed project has a conceptual project cost estimate greater than five million dollars, a third-party review of the 60% design will be performed which will provide the necessary information to support funding in future years to complete design, permitting and construction. If constructed, the proposed benefit will reduce the existing flooding problem during the 100 year-24 hour event. The general location of the Project is shown on the attached map (Figure 1).

The Cooperator shall, separate to this Agreement and prior to implementation of the proposed project, design the stormwater improvement Best Management Practices (BMPs), secure the necessary rights-of-way, easements and all necessary permits for construction.

MEASURABLE BENEFIT

The completion of the 60% design package for the proposed project to construct stormwater drainage improvements in the vicinity of 7th Street North and 50th Avenue North in St Petersburg to reduce structure and street flooding in accordance with the requirements of this Agreement.

PROJECT TASKS

The Cooperator shall provide the District with the 60% design package as required below. The District will be responsible for contracting with a consultant to perform a third-party review of the 60% design package, supplemented with information from the final design package as it is available.

1. DESIGN PACKAGE –The Cooperator shall complete design drawings to the 60% design level, and provide a Basis of Design Report, and shall include sufficient information for the third party review, and shall at a minimum include the following, along with any additional information necessary for the third-party review:
 - Project scope and objective
 - Project benefit calculations and methodology
 - Estimate of project cost
 - Performance schedule with consideration of additional design phases, specified procurement method, acquisition of identified permits, environmental mitigation, easement acquisition, bid advertisement and approval, value engineering, and construction NTP, substantial and final completion, and facility operation
 - Project site assessment (analysis of engineering and environmental issues and constraints) including documentation that proposed project development is consistent with local zoning, or other applicable development requirements and regulations
 - Required property acquisitions identified and illustrated on a separate site plan with cost estimates
 - Site surveys. Physical surveys required over LiDAR
 - Geotechnical investigation reports including groundwater conditions
 - Existing utilities assessment and coordination
 - Design alternatives feasibility analysis
 - Hydraulic profile and hydraulic design criteria

- Hydrologic and hydraulic analysis for design basis and support
- Earthwork analysis (balanced project or need for fill or haul of excess material); based upon physical surveys (not LiDAR) when applicable
- Design recommendations and assessment of project budget adequacy
- Permitting requirements (Agencies listed and type of permit(s) required); key permitting issues
- Site layout showing property boundary, general arrangement of facilities on the site
- Identify major construction methodology and cross-sectional features
- Rights-of way acquisitions schedule
- Land acquisition plan
- Preliminary Drainage Design Report, electronic modeling and data files, Photos of Past Flood Events including location and rainfall, Project Maps showing the flood reduction for each design storm based upon the designed BMPs and planned cost schedule for future fiscal years
- Project benefit/cost analysis

The Cooperator will hold a design review meeting of the 60% design phase and will provide a formal evaluation of the design documents provided. Minutes of any meetings will be prepared and circulated to attendees.

2. **THIRD-PARTY REVIEW** – A third-party review of the 60% design package shall be implemented by the District. The District will select and contract with an independent consultant that is not a member of the Cooperator's design team. The Cooperator will ensure that its consultant fully cooperates in making all pertinent and appropriate Project documents available to the District's third-party review consultant in a timely manner. The District's third-party review consultant will also consider any final design package information that is made available during the third-party review timeframe.

COOPERATOR DELIVERABLES

- 60% design package

DISTRICT DELIVERABLES

- Third-party review report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
60 Percent Design Package	10/01/21	10/01/21
Third-Party Review	10/01/21	6/30/22

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

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Third-Party Review	\$20,000	\$20,000	\$40,000
TOTAL	\$20,000	\$20,000	\$40,000

The Cooperator is responsible for all design costs, including the 60% design package.

FIGURE 1



Attachment 4: Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Cooperative Funding Agreement terms throughout Project implementation.

Cooperator**District****For Studies and Design:**

- ☐ ☐ Copy of contract with consultant. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with consultant that includes items that are not reimbursable
- ☐ ☐ All Draft and Final Reports and/or design drawings per the Exhibit C Project Plan

For Construction Reimbursement:

- ☐ ☐ Copy of bid documents and bid form. If bid documents and bid form are not provided to the District prior to bidding, the Cooperator may be advertising for items that are not reimbursable
- ☐ ☐ Copy of contract with contractor. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with contractor that includes items that are not reimbursable
- ☐ ☐ Copy of Notice to Proceed to contractor
- ☐ ☐ Owner Direct Purchase Statement
- ☐ ☐ Copy of construction permits
- ☐ ☐ If land acquisition included, review and comment from District's Real Estate Services on appropriate land value
- ☐ ☐ Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement
- ☐ ☐ Copy of all required federal, state, and local environmental permit approvals and permitted drawings

During Project Work:

- ☐ ☐ Quarterly (see Exhibit A paragraph 11) status reports
- ☐ ☐ Invoices for reimbursement (per Exhibit A paragraph 7)
- ☐ ☐ Contingency Form for each contingency item
- ☐ ☐ Request(s) for changes to prime contacts
- ☐ ☐ Request(s) to extend project task deadline and/or adjustments to line item budget
- ☐ ☐ Request(s) for changes to scope, budget, and/or schedule requiring an amendment to the agreement
- ☐ ☐ M/W/SME Form must be submitted to the District if an amendment is executed that increases the total Project cost. This will apply to amendments when authorizing post-TPR work

Close Out:

Prior to Final Payment Reimbursement the Cooperator will provide to the District:

- ☐ ☐ Minority/Women Owned and Small Business Utilization Report (If District's share is \$100,000 or greater)
- ☐ ☐ All Deliverables listed in Exhibit C Project Plan as described in the tasks

Survival of the Agreement:

Per Exhibit B, the DISTRICT upon request may review the biennial Operation and Maintenance Report

Certificate Of Completion

Envelope Id: D7FC843D1B4F424BB2ED76DE98AF9BA6

Status: Sent

Subject: Please DocuSign: 22CF0003690-7th Street North, 50th Avenue N & Vicinity Storm Drainage Improvements

Source Envelope:

Document Pages: 14

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Meagan Finneran

AutoNav: Enabled

2379 Broad Street

Enveloped Stamping: Enabled

Brooksville, FL 34604

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

meagan.finneran@swfwmd.state.fl.us

IP Address: 104.140.240.10

Record Tracking

Status: Original

Holder: Meagan Finneran

Location: DocuSign

12/21/2021 3:09:14 PM

meagan.finneran@swfwmd.state.fl.us

Signer Events**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Brejesh Prayman

Sent: 12/21/2021 3:12:41 PM

brejesh.prayman@stpete.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Carbon Copy Events****Status****Timestamp**

Chelsea Goodman

chelsea.goodman@swfwmd.state.fl.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 12/21/2021 3:12:41 PM

Viewed: 12/21/2021 3:13:46 PM


Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Payment Events**Status****Timestamps**

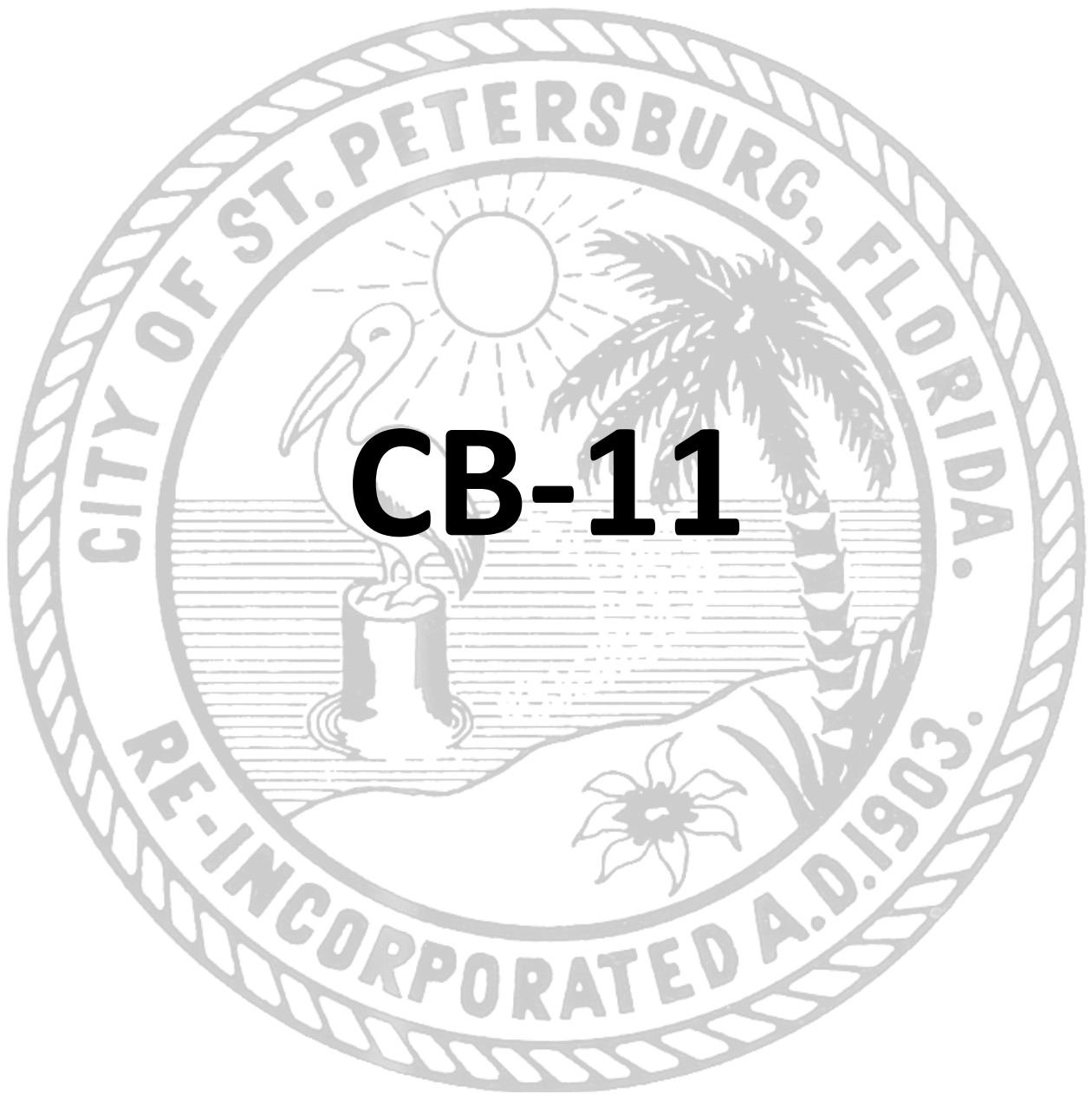
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145999
Name:	Johnson, Sarah B	Request Date:	27-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 2/10
Message:	19045-110 - SWFWMD - 7th St CFA
Supporting Documentation:	SWFWMD - 7th St CFA - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	27-JAN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	27-JAN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	27-JAN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 19-02-T2UES/S(A) to the architect/engineering agreement dated November 6, 2019 between the City of St. Petersburg, Florida and T2 UES, Inc. (“A/E”) for A/E to (i) provide research and planning, (ii) locate tie section, boundary and right of way corners, (iii) locate tie encroachments and relevant topographic features to the boundary, (iv) process survey data and compute boundaries, (v) set missing boundary corners, (vi) stake boundary line(s) for fencing, (vii) prepare a Boundary Survey map in Autocad format, (viii) provide quality assurance/quality control deliverables, and (ix) prepare and provide deliverables related to the Boundary Surveys of the Cosme Water Treatment Plant, Well Fields and Pasco Well Fields Project in an amount not to exceed \$169,838.32 (ECID Project No. 22054-111; Oracle No. 17444); and providing an effective date.

Please scroll down to view the backup material.



CB-11

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 10, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 19-02-T2UES/S(A) to the architect/engineering agreement dated November 6, 2019 between the City of St. Petersburg, Florida and T2 UES, Inc. (“A/E”) for A/E to (i) provide research and planning, (ii) locate tie section, boundary and right of way corners, (iii) locate tie encroachments and relevant topographic features to the boundary, (iv) process survey data and compute boundaries, (v) set missing boundary corners, (vi) stake boundary line(s) for fencing, (vii) prepare a Boundary Survey map in Autocad format, (viii) provide quality assurance/quality control deliverables, and (ix) prepare and provide deliverables related to the Boundary Surveys of the Cosme Water Treatment Plant, Well Fields and Pasco Well Fields Project in an amount not to exceed \$169,838.32 (ECID Project No. 22054-111; Oracle No. 17444); and providing an effective date.

EXPLANATION: The City is in the process of securing the Cosme Water Treatment Plant, Cosme Well Fields and the Pasco Well Fields. In order to install security fencing along the limits of the facilities, an accurate Boundary Survey is required for each property.

The Boundary Surveys will identify the boundaries of the subject properties, three parcels totaling approximately 720 acres. Along with identifying the limits of the properties, the Boundary Surveys will identify any possible encroachments of adjacent properties. The consultant will assist the fencing contractor by staking the property line, one time to assist with the clearing of heavy vegetation then a second time for the accurate installation of fencing.

On November 6, 2019, the City and T2 UES, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Surveying Projects.

Task Order No. 19-02-T2UES/S(A) in the amount of \$169,838.32 shall provide professional engineering services including but not limited to research and planning; locating section, boundary and right-of-way monumentation; locating encroachments and relevant topographic features to the boundary; processing survey data; setting boundary corners; staking line once for clearing and a second time for fence installation; preparation of Boundary Survey map; QA/QC of deliverables; signing and sealing deliverables. The Task Order includes a \$10,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 19-02-T2UES/S(A) includes the following phases and associated not to exceed costs respectively:

Research and Planning	\$	4,908.86
Tie Section, Boundary, Right-of-way	\$	30,005.43
Tie Encroachments and Topography	\$	27,680.40
Process Survey Data	\$	4,829.70
Set Missing Boundary Corners	\$	17,539.88
Stake Line at 500’ Intervals for Clearing,		
Second Staking for Fence Construction	\$	54,447.08
Prepare Boundary Survey Map	\$	16,536.94

QA/QC Deliverables	\$	3,335.65
Sign and Seal Deliverables	\$	554.38
Allowance	\$	10,000.00
Total	\$	169,838.32

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 19-02-T2UES/S(A) to the architect/engineering agreement dated November 6, 2019 between the City of St. Petersburg, Florida and T2 UES, Inc. (“A/E”) for A/E to (i) provide research and planning, (ii) locate tie section, boundary and right of way corners, (iii) locate tie encroachments and relevant topographic features to the boundary, (iv) process survey data and compute boundaries, (v) set missing boundary corners, (vi) stake boundary line(s) for fencing, (vii) prepare a Boundary Survey map in Autocad format, (viii) provide quality assurance/quality control deliverables, and (ix) prepare and provide deliverables related to the Boundary Surveys of the Cosme Water Treatment Plant, Well Fields and Pasco Well Fields Project in an amount not to exceed \$169,838.32 (ECID Project No. 22054-111; Oracle No. 17444); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) COS Odessa Wellfield Fence Line Replacement FY20 Project (17444).

ATTACHMENTS: Resolution
Task Order No. 19-02-T2UES/S(A)

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 19-02-T2UES/S(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED NOVEMBER 6, 2019 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND T2 UES, INC. (“A/E”) FOR A/E TO (I) PROVIDE RESEARCH AND PLANNING, (II) LOCATE TIE SECTION, BOUNDARY AND RIGHT OF WAY CORNERS, (III) LOCATE TIE ENCROACHMENTS AND RELEVANT TOPOGRAPHIC FEATURES TO THE BOUNDARY, (IV) PROCESS SURVEY DATA AND COMPUTE BOUNDARIES, (V) SET MISSING BOUNDARY CORNERS, (VI) STAKE BOUNDARY LINE(S) FOR FENCING, (VII) PREPARE A BOUNDARY SURVEY MAP IN AUTOCAD FORMAT, (VIII) PROVIDE QUALITY ASSURANCE/QUALITY CONTROL DELIVERABLES, AND (IX) PREPARE AND PROVIDE DELIVERABLES RELATED TO THE BOUNDARY SURVEYS OF THE COSME WATER TREATMENT PLANT, WELL FIELDS AND PASCO WELL FIELDS PROJECT IN AN AMOUNT NOT TO EXCEED \$169,838.32 (ECID PROJECT NO. 22054-111; ORACLE NO. 17444); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and T2 UES, Inc. (“A/E”) entered into an architect/engineering agreement on November 6, 2019 for A/E to provide miscellaneous professional services for Surveying Projects; and

WHEREAS, Administration desires to issue Task Order No. 19-02-T2UES/S(A) for A/E to (i) provide research and planning, (ii) locate tie section, boundary and right of way corners, (iii) locate tie encroachments and relevant topographic features to the boundary, (iv) process survey data and compute boundaries, (v) set missing boundary corners, (vi) stake boundary line(s) for fencing, (vii) prepare a boundary survey map in AutoCAD format, (viii) provide quality assurance/quality control deliverables, and (ix) prepare and provide deliverables related to the boundary surveys of the COSME Water Treatment Plant, Well Fields and Pasco Well Fields Project in an amount not to exceed \$169,838.32, which amount includes a \$10,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 19-02-T2UES/S(A) to the architect/engineering agreement dated November 6, 2019 between the City of St. Petersburg, Florida and T2 UES, Inc. (“A/E”) for A/E to (i) provide research and planning, (ii) locate tie section, boundary and right of way corners, (iii) locate tie encroachments

and relevant topographic features to the boundary, (iv) process survey data and compute boundaries, (v) set missing boundary corners, (vi) stake boundary line(s) for fencing, (vii) prepare a boundary survey map in AutoCAD format, (viii) provide quality assurance/quality control deliverables, and (ix) prepare and provide deliverables related to the boundary surveys of the COSME Water Treatment Plant, Well Fields and Pasco Well Fields Project in an amount not to exceed \$169,838.32.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee)
00605767

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: February 10, 2022

TO: The Honorable Gina Driscoll, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: T2 UES, Inc.
Task Order No. 19-02-T2UES/S(A) in the amount of \$169,838.32

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves boundary surveying of the Cosme Water Treatment Plant, Cosme well field and Pasco well field, along with staking of security fencing.

T2 UES, Inc. has many years of experience with boundary surveying and their project manager has experience working on similar sites near the project locations.

T2 UES, Inc. has completed similar projects for other State and governmental agencies.

T2 UES, Inc recently completed a design survey for the Engineering and Capital Improvements Department and is familiar with the Department's processes.

This is the second Task Order issued under the 2019 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

T2 UES, Inc.

Miscellaneous Professional Services for Surveying Projects

A/E Agreement Effective - November 6, 2019

A/E Agreement Expiration - October 31, 2023

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	21207-017	Bay Vista Restrooms ADA Improvements	09/01/16	19,265.12
02	22054-111	Cosme Water Treatment Plant, Well Field and Pasco Wellfield Parcels	Pending	
			Total:	19,265.12

TASK ORDER NO. 19-02-T2UES/S(A)
BOUNDARY SURVEYS FOR FENCING OF
COSME WATER TREATMENT PLANT, WELL FIELD AND PASCO WELLFIELD PARCELS
MISCELLANEOUS PROFESSIONAL SURVEYING SERVICES
CITY PROJECT NO. 22054-111

This Task Order No. 19-02-T2UES/S(S) is made and entered into this _____ day of _____, 2022, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SURVEYING SERVICES FOR A/E PROJECTS dated November 6, 2019 ("Agreement"), as assigned and amended, between T2 UES, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The purpose of this project is to provide a boundary survey of the COSME Water Treatment Plant Parcel and COSME Well Field in Hillsborough County, Florida and of the Pasco Well Field Parcel in Pasco County, Florida. This survey work is required to allow fencing of select lines of the subject parcels as identified by the Water Resources Department for the City of St. Petersburg, Florida.

II. SCOPE OF SERVICES

Task 1 - Research and Planning

The A/E will provide necessary research, office and field planning to perform field survey of subject parcel(s) boundaries. Research based on parcel descriptions provided by the City of St. Petersburg for the subject parcel(s). Research to include obtaining certified corner records for General Land Office (GLO) section corners, tax cards and maps, record plats, right of way maps and other information to assist in the boundary surveys of the subject parcel(s). Planning to include scheduling of field and office staff and coordination of same.

Task 2 - Tie Section, Boundary and RW Corners

The A/E will provide field survey of the GLO section necessary for boundary determination. A/E will tie parcel boundaries as well as adjoining right of way corners in order to establish public right of ways adjacent to the subject parcels. All fieldwork will be tied horizontally to the Florida State Plane Coordinate System, Florida West Zone (902) NAD 83/2011 using RTK GPS observations tied to the FPRN.

Task 3 – Tie Encroachments and Apparent Physical Use along Boundaries

The A/E will field locate encroachments and apparent physical use along the subject parcel(s) boundary lines. This is necessary in order to map these features and identify as potential fencing obstructions along the boundary lines.

Task 4 - Process Survey Data and Compute Boundaries

The A/E will process all survey data and compute boundaries for mapping, setting missing boundary corners and staking boundary lines for fencing.

Task 5 – Set Missing Boundary Corners

The A/E will provide the fieldwork necessary to stake all missing boundary corners.

Task 6 - Stake Boundary Line(s) for Fencing

The A/E will provide the fieldwork necessary to stake boundary lines at 500' intervals for clearing to be conducted by the City and a second staking for fence construction at an interval of approximately 150 feet or otherwise intervals. The time frame for the second staking will be dependent on the completion of the line clearing.

Task 7 - Prepare a Boundary Survey Map in Auto Cad Format

The A/E will prepare a boundary survey map in AutoCad format for the subject parcel(s) .

Task 8 - QA/QC Deliverables

The A/E will QA/QC the boundary survey.

Task 9 - Deliverables

The A/E will prepare, sign and seal the final deliverables and electronic files in PDF and CADD format for delivery to the City.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.

Number of Days from NTP

Task 1 - Research and Planning	14
Task 2 - Tie Section, Boundary and RW Corners	38
Task 3 - Tie Encroachments and APU Along Boundaries	58
Task 4 - Process Survey Data and Compute Boundaries	64
Task 5 - Set Missing Boundary Corners	79
Task 6 - Stake boundary line(s) for Fencing (first staking)	109
Task 7 - Prepare a boundary survey map in Auto Cad format	115
Task 8 - QA/QC Deliverables	118

IV. A/E'S RESPONSIBILITIES

A/E will provide all services outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

Provide existing descriptions for all parcels to be surveyed. If only a portion of a parcel is to be included in the survey, the City will provide the parcel description and identify any new boundary line(s) within the parcel.

VI. DELIVERABLES

Task 6 – A/E will place an iron rod and cap and survey stake at 500' intervals along boundary lines identified by the City for fencing.

Task 9 - Three (3) copies of signed and sealed Boundary survey and digital AutoCad Civil 3D 2019 file.

VII. A/E'S COMPENSATION

For Tasks 1 through 9, the City shall compensate the A/E the lump sum amount of **\$159,838.32**, per Appendix A.

This Task Order establishes an allowance in the amount of **\$10,000** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **\$169,838.32**, per Appendix A.

VIII. PROJECT TEAM

T2 UES, Inc.

No subconsultants will be used for this Task Order.

IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Chandrasasa Srinivasa
City Clerk

By: _____
Brejesh Prayman, P.E., Director
Engineering & Capital Improvements

(SEAL)

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY'S OFFICE

By: _____
City Attorney (Designee)

T2 UES, Inc.
(Company Name)

WITNESSES:

By:  _____
(Authorized Signatory)

By: _____
(Signature)

Daryl Thie, Vice President
(Printed Name and Title)

Kim Warner
(Printed Name)

Date: 01/13/2022

By: _____
(Signature)

Robin Crawford
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Boundary Survey of Cosme Water Treatment Plant, Cosme Well Fields and Pasco Well Fields
Project No. 22054-111

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Chief Surveyor	Project Surveyor	Survey Technician	CADD Technician	Project Support Specialist/Clerical	Total Hours	Labor Cost
Direct Salary		\$ 78.85	\$ 51.93	\$ 31.62	\$ 30.60	\$ 25.30		
Multiplier 3.0789		\$ 163.93	\$ 107.96	\$ 65.74	\$ 63.62	\$ 52.60		
Billing Rates ¹		\$ 242.78	\$ 159.89	\$ 97.36	\$ 94.22	\$ 77.90		
TASK								
1	Research and planning	6	16			2	24	\$ 4,170.72
2	Ties Section, Boundary and RW corners		3				3	\$ 479.67
3	Tie encroachments and apparent physical use along boundaries						0	\$ -
4	Process Survey Data compute boundaries		22	4			26	\$ 3,907.02
5	Set missing Boundary corners		4	3			7	\$ 931.64
6	Stake line at 500' intervals for fencing		4	3			7	\$ 931.64
7	Prepare boundary survey map		6	160			166	\$ 16,536.94
8	QA/QC Deliverables	5	5	6			16	\$ 2,597.51
9	Sign and Seal Deliverables	1				4	5	\$ 554.38
Totals		12	60	176	0	6	254	\$ 30,109.52

Daily Rates Classifications		2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Days	Labor Cost
Daily Billing Rates ¹		\$ 1,212.08	\$ 1,845.36	\$ 2,023.92		
TASK						
1	Research and planning		0.40		0.40	\$ 738.14
2	Ties Section, Boundary and RW corners		16.00		16.00	\$ 29,525.76
3	Tie encroachments and topo along boundaries		15.00		15.00	\$ 27,680.40
4	Process Survey Data compute boundaries		0.50		0.50	\$ 922.68
5	Set missing Boundary corners		9.00		9.00	\$ 16,608.24
6	Stake line at 500' intervals for clearing; second staking for fence construction		29.00		29.00	\$ 53,515.44
7	Prepare boundary survey map		0.00		0.00	\$ -
8	QA/QC Deliverables		0.40		0.40	\$ 738.14
9	Deliverables		0.00		0.00	\$ -
Totals		0.00	70.30	0.00	70.30	\$ 129,728.80

II. Fee Calculation

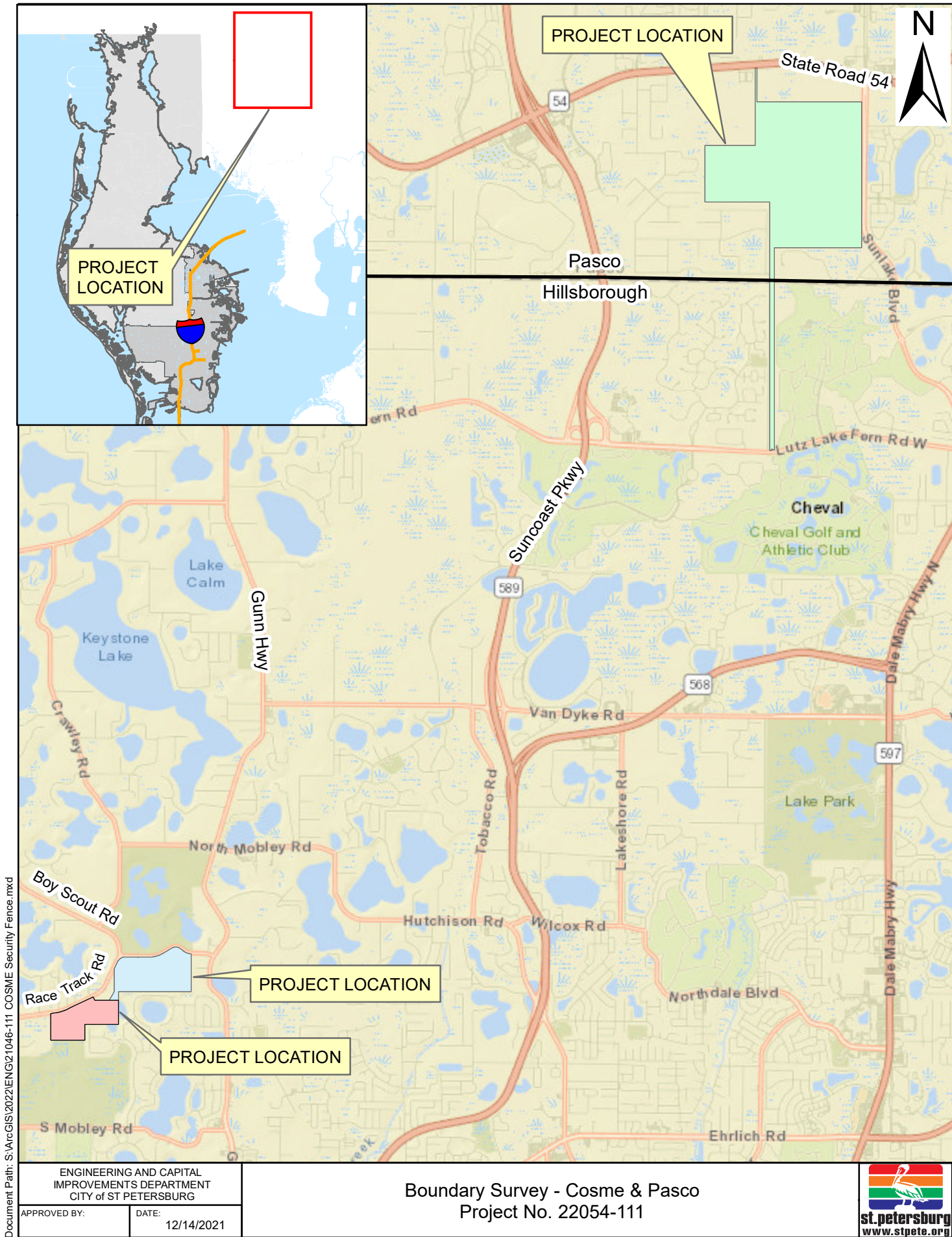
Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$4,908.86	\$0.00	\$0.00	\$0.00	\$4,908.86
2	\$30,005.43	\$0.00	\$0.00	\$0.00	\$30,005.43
3	\$27,680.40	\$0.00	\$0.00	\$0.00	\$27,680.40
4	\$4,829.70	\$0.00	\$0.00	\$0.00	\$4,829.70
5	\$17,539.88	\$0.00	\$0.00	\$0.00	\$17,539.88
6	\$54,447.08	\$0.00	\$0.00	\$0.00	\$54,447.08
7	\$16,536.94	\$0.00	\$0.00	\$0.00	\$16,536.94
8	\$3,335.65	\$0.00	\$0.00	\$0.00	\$3,335.65
9	\$554.38	\$0.00	\$0.00	\$0.00	\$554.38
Total	\$159,838.33	\$0.00	\$0.00	\$0.00	\$159,838.32

III. Fee Limit


Lump Sum Cost	\$159,838.32
Allowance⁴	\$10,000.00
Total:	\$169,838.32

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for:
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



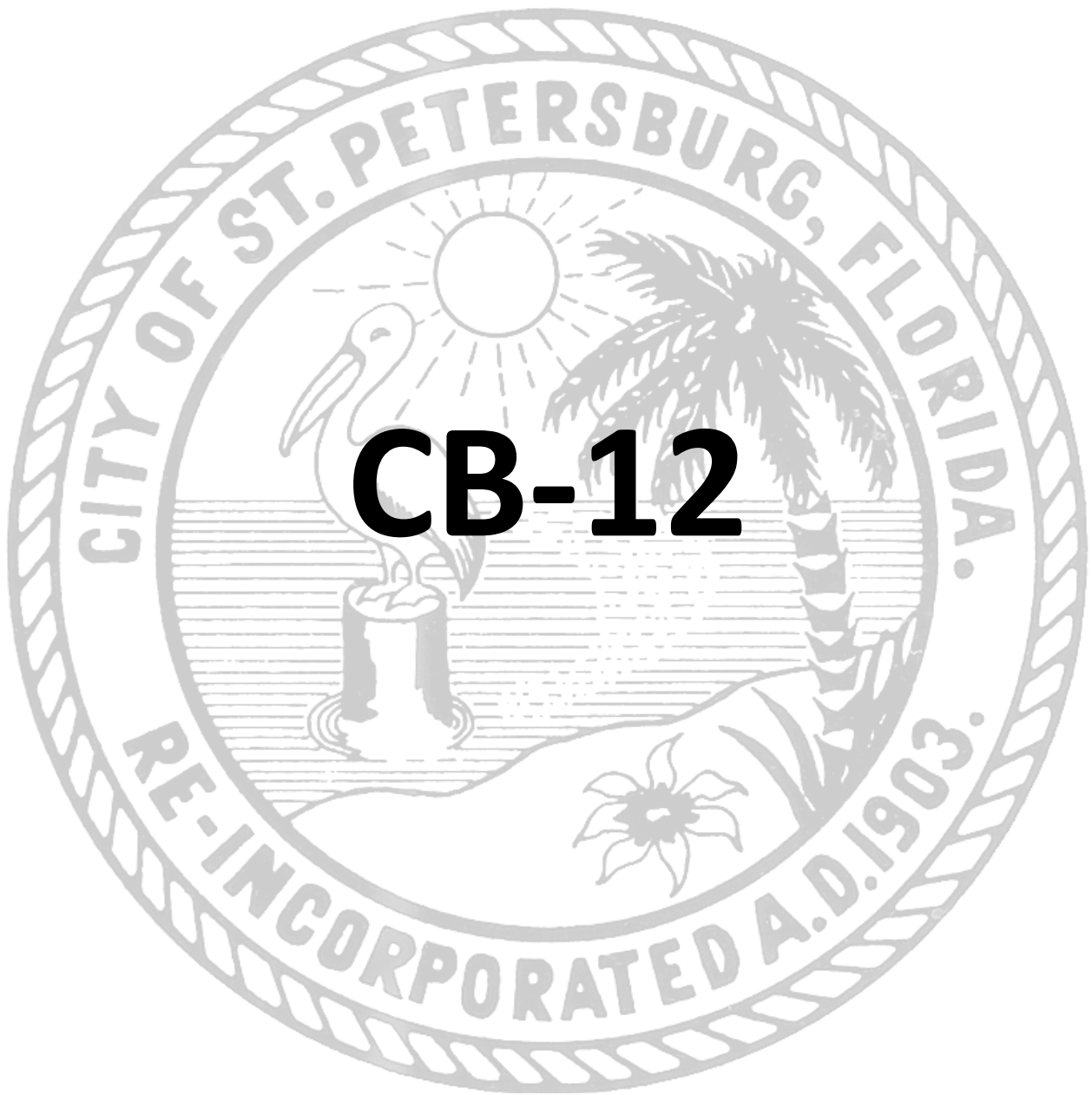
Document Path: S:\ArcGIS\2022\ENG\21046-111 COSME Security Fence.mxd

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					145744
Name:	Johnson, Sarah B	Request Date:	26-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 2/10
Message:	22054-111 - T2 UES - Cosme Survey - Task Order
Supporting Documentation:	T2 UES - Cosme Survey - Task Order - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	26-JAN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	26-JAN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	27-JAN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution approving amendments to the City Council Policy and Procedures Manual to address feedback received and requests made by City Council, provide for consistency with amendments to the City Charter and provide other updates and revisions; and providing an effective date.
Please scroll down to view the backup material.



CB-12

MEMORANDUM

TO: The Honorable Gina Driscoll, Chair, and Members of City Council

FROM: Jacqueline Kovilaritch, City Attorney *JMK*

DATE: January 27, 2022

RE: February 10, 2022 Consent Agenda Item:
Resolution Amending City Council Policy and Procedures Manual

City Council has engaged in various discussions related to its City Council Policy and Procedures Manual (“Manual”) and has requested that the Manual be amended to address feedback received and requests made by City Council, provide for consistency with amendments to the City Charter and provide other updates and revisions.

The proposed revisions to the Manual are reflected in the attached redline document. The highlighted items indicate the changes made in response to the December 16, 2021 Committee of the Whole meeting (“COW”). The other redlines were included in your backup materials for the COW and have not been changed since that time. I also included comments in Chapter 8 to indicate why certain language was deleted and where other language was moved.

Please let me know if you have any questions or would like to discuss these amendments further.

Attachments

JMK/rp
00606446

A RESOLUTION APPROVING AMENDMENTS TO THE CITY COUNCIL POLICY AND PROCEDURES MANUAL TO ADDRESS FEEDBACK RECEIVED AND REQUESTS MADE BY CITY COUNCIL, PROVIDE FOR CONSISTENCY WITH AMENDMENTS TO THE CITY CHARTER AND PROVIDE OTHER UPDATES AND REVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously adopted the City Council Policy and Procedures Manual ("Manual"); and

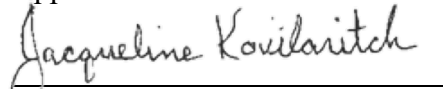
WHEREAS, the Manual provides that City Council shall have the authority to amend or modify the policies and procedures established in the Manual by resolution unless the policy or procedure is required by law or the Charter; and

WHEREAS, City Council wishes to amend the Manual to address feedback received and requests made by City Council, provide for consistency with amendments to the City Charter and provide other updates and revisions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that amendments to the City Council Policy and Procedures Manual reflected in the redline changes attached hereto are hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

A handwritten signature in cursive script, reading "Jacqueline Kovilaritch", is written over a horizontal line.

City Attorney (Designee)

00606372

City Council Policy and Procedures Manual

(Amended and Restated February 10, 2022)

The information addressed in this manual is complex and is not necessarily complete or exhaustive. It is intended to provide Council Members with some guidance in the performance of their duties. The policies and procedures contained herein may be discretionary and/or subject to interpretation in some instances.

Many sections concern procedures and policies adopted by City Council which are complete and may be amended or changed by City Council.

Sections (or portions thereof) relating to the City Charter, City Code and State Law are not complete restatements of the Charter, Code, or laws and therefore do not include all applicable details and requirements. General statements of law are included where appropriate but the application of such law in differing factual scenarios may result in different outcomes or conclusions. Any specific questions or issues related to a specific factual scenario should be addressed to the City Attorney's Office.

This publication is intended to generally inform and guide, but is not a substitute for the counsel, opinion, advice or guidance of the City Attorney.

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FUNDING REQUESTS**

APPENDIX

- A. 3/20/13 Memo from John C. Wolfe to Tish Elston re Council Members Direct Contact with Administrative Staff
- B. 1/9/15 [03/20](#) Efficient Access Guidelines from Mayor Kriseman
- C. 10/1/05 City Council Travel Policy
- D. Resolution Number 2013-527 Restricting Participation before Specified City Boards
- E. Resolution Number 2009-58 Authorizing the filing of certain lawsuits by the City Attorney's Office.
- F. Cosponsorship Guidelines Resolutions
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- H. Resolution Number 83-737 Authorizing the City Attorney to retain special outside legal counsel in certain situations
- I. Weeki Wachee Fund Procedures Allocation & Project Selection

CHAPTER ONE
GOVERNMENT IN THE SUNSHINE AND PUBLIC RECORDS LAW

- I. The Sunshine Law, Section 286.011, Florida Statutes, provides that “all meetings of any Board, Commission or Authority of any municipality at which official acts are to be taken are public meetings and that no action taken at such a meeting shall be lawful if the meeting is not public”.
 - A. Minutes must be kept at all such meetings (or prepared from a tape). Minutes are not required to be verbatim.
 - B. Meetings must be open to the public.
 - C. Reasonable prior notice must be given (at least 24 ~~hours~~ hours).
 - D. It is a possible criminal offense for any Council Member to attend or participate in a meeting not held in accordance with the Sunshine Law.

- II. The term "meeting" has been broadly construed by the Courts and the Attorney General to include all parts of "the decision making process."
 - A. All conversations between two or more Council Members about a matter which may foreseeably come before the City Council for action must comply with the Sunshine Law.
 - B. This means that two or more Council Members cannot discuss, either face to face, through an intermediary, by telephone, by e-mail, texting, tweet, facebook, (or any other electronic media), by memo, by sign language, by virtual platform (e.g., Zoom meeting) or by any other means, any matter which may come before the City Council for official action.
 - C. Even one Council Member can be subject to the Sunshine Law when the City Council has delegated authority to that Council Member so that he or she acts as the alter ego of the City Council.
 - D. Council Members can discuss privately with the City Attorney and assistant city attorneys, the members of the administrative staff, or other individuals (including members of the public), any legislative or administrative matters (not quasi-judicial matters; see Quasi-judicial Chapter) coming before the City Council. Council Members may also discuss privately with the Mayor matters coming before City Council because the Mayor is not a member of City Council.
 - E. The Sunshine Law does not prohibit other individuals from obtaining privately the views of each Council Member. The law prohibits anyone from serving as a conduit to convey privately (out of the sunshine) to one Council Member the views of another Council Member on a matter which will be the subject of official City Council action.
 - F. The Sunshine Law does not prohibit more than one Council Member from attending an event, even when one Council Member is speaking. However, a discussion

between two Council Members at such an event will be considered a meeting under the Sunshine Law if the discussion is regarding any matter which could foreseeably come before City Council for action. Therefore, it is advised that only one Council Member speak about such matters. If more than one Council Member speaks about a matter that may foreseeably come before City Council for action, all of the requirements of the Sunshine Law must be met including providing notice of the event in advance, having the event in an area which is open and accessible to the public, and taking minutes.

- III. The Public Records Law, Chapter 119, Florida Statutes, requires that all documents, papers, letters, emails, texts, ~~social media posts~~~~facebook posts, tweets~~, maps, books, tapes, photographs, films, sound recordings or other material, regardless of physical form, made or received pursuant to law or ordinance or in connection with the transaction of City business, are public records unless specifically made exempt by law.
- A. Any exemptions must be specifically set forth in statutory law. There are no implied or "common law" exemptions. There are a number of Florida Statutes making particular records confidential (which is different from exempt). Council Members should contact the City Attorney to determine if a record is confidential or exempt, otherwise it should be disclosed as a public record. The City may be subject to liability if confidential or exempt records are disclosed.
 - B. Generally, drafts or notes which are mere precursors of government records such as rough drafts and ~~secretaries'~~~~assistants'~~ notes are not public records. However, if drafts or notes are shared with another person or if they are meant to formalize or preserve knowledge or information, then the draft becomes a public record.
 - C. Any person is entitled to reasonable access to any non-exempt public record regardless of the reason for the access. Persons who request a public record cannot be required to identify themselves. Public records must be provided within a reasonable period of time after the request is received.
 - D. Any non-exempt public record may be copied.
 - E. It is a criminal offense to knowingly and willfully violate the Public Records Law.
 - F. Destruction of public records without complying with statutory procedures or unlawfully withholding such records constitutes a violation of the Public Records Law. The City Clerk handles most public records requests and can assist Council Members in complying with any request if needed.
 - G. A public record may not be withheld in order to avoid disclosure to the press or public before Council Members are notified.
 - H. Written communications (which includes texts, email, tweets, ~~social media~~~~facebook~~ posts, etc.) to and by you as a Council Member, even if received at your home, place of business or elsewhere, or on your private computer, work computer, or cell phone, are public records if they are in connection with City business. Please see the Chapter concerning 'Correspondence' for procedures to

help you handle public records received in your private capacity at your home, business or elsewhere.

- IV. City Council shall establish procedures for making copies of all resolutions, ordinances, and [the] Charter available to the public for inspection and for purchase at a reasonable price. § 3.05(b), *Municipal Charter*.

CHAPTER TWO PROCEDURES FOR CITY COUNCIL MEETINGS

Due to the public nature of our position, Council Members have a great responsibility to set the standard for civility and professionalism while interacting with other Council Members, citizens, City staff and other elected and appointed officials.

Civility is not easily defined, but everyone knows it when they see it. Generally it is based on the concept of the golden rule, which is that we should treat others as we wish to be treated. In government, it means conducting the public's business with respect for other elected officials, staff, and citizens irrespective of positions held on specific issues. In civil discourse, opponents make their arguments on the merits of the case rather than engaging in personal attacks or acrimonious statements.

Civility and professionalism are about more than just politeness, although politeness is necessary. They are about disagreeing without disrespect, seeking common ground as a starting point for dialogue about differences, listening past one's preconceptions, and helping others to do the same. Civility contemplates the cultivation of traits such as honesty, fairness, self-control, and prudence that help us reach our full potential. When we practice civility and professionalism in the conduct of the public's business, we are helping our City to fulfill its potential by putting the common good ahead of personal rivalries or irritations.

Council Members' actions are highly visible, therefore, setting a high standard of conduct in doing the public's business is an important example to our entire community. The manner in which we govern ourselves is often as important as the positions we take.

I. Meetings.

- A. City Council shall meet regularly at least once every month at such times and places as the City Council may prescribe. § 3.05(a), *Municipal Charter*. [The schedule for regular City Council meetings is generally set forth below but may vary depending on the month and other circumstances.](#)
1. Regular City Council meetings shall be held on the first, [second](#) and third Thursday of the month.
 2. The meeting held on the first Thursday of the month shall begin at [8:30:00](#) a.m. Public hearings shall be scheduled for [9:00:30](#) a.m.

3. The meeting held on the second Thursday of the month shall begin at 3:00 p.m. Public hearings shall be scheduled for 5:01 p.m.
- ~~3-4.~~ The meeting held on the third Thursday of the month shall begin at ~~3:00~~1:30 p.m. with public hearings scheduled for ~~6:00~~5:01 p.m.

B. Awards and presentations may be placed on the agenda of any regular meeting of City Council in accordance with the following.

~~B. The A “mini meeting” of the City Council shall be held on the second Thursday of the month beginning at 3:00 p.m. to conduct first 60 minutes of the second meeting of the month will be reserved for awards/Awards and Presentations, Correspondence, and Legal/Closed Sessions. There is no Open Forum at this meeting. This meeting is not considered a “regular” meeting for procedural purposes (e.g., motion to reconsider), except that the allotted time periods for Council Members to speak shall be the same as “regular” meetings (see Sub. III below). Any business item needing to be added to the agenda must receive the Chair’s approval.~~

1. Awards and presentations (including ~~es~~ proclamations) are those ceremonial matters presented by the Mayor, City Council or any Council Member, or an award bestowed on the City or staff by an outside entity. Presentations shall not include presentations made by a person to promote a non-ceremonial occurrence; these matters would be a correspondence matter at a different meeting. Proclamations are more specifically addressed in Chapter 5 relating to Proclamations.
2. Not more than one two awards/presentations may be placed on an the agenda ~~for each mini meeting~~ by each Council Member. Not more than five four awards/presentations ~~(not including St. Pete’s Promise awards/presentations)~~ may be placed on an the agenda ~~for each mini meeting~~ by City Administration or staff. ~~The deadline for placing items on a mini meeting agenda shall be close of business on the Thursday prior to the mini meeting.~~ The Chair shall have the discretion to waive the requirements set forth in this subparagraph if the Chair finds good cause for such waiver.
3. The Chair may reorder award/presentation items on the ~~mini~~-meeting agenda to accommodate the public or address other concerns without a vote of the City Council. City Council may override the announced agenda order by a motion. The motion must be seconded and a majority vote of the quorum present is required for passage.
4. The time period for granting an award or making a presentation shall not exceed eight to ten (8-10) minutes unless the Chair approves additional

time. Council Members' allotted time to speak shall commence after the award is granted or presentation is made.

5. The beginning of ~~the second regular~~ a meeting of each month each mini-meeting awards and presentation shall be reserved for may include presentations of family oriented music by a local musician who must be recommended in writing by a Council Member or the Mayor. Musicians shall be limited to playing for five minutes and must meet the criteria and conditions set forth in the 'Performer Questionnaire' located in the Appendix. The Chair shall resolve any scheduling conflicts if more than one musician is recommended for a meeting.
- C. Every December the City Council shall schedule a ~~workshop~~ Committee of the Whole to discuss the calendar for the following calendar year (including the following January). The discussion shall include any variations to the foregoing regular meeting schedule, Committee meetings, agenda reviews, ~~special workshops~~, City Council vacation weeks, City Council conference weeks (FLC, NLC, etc.) and any other calendar related issue that City Council deems appropriate. This meeting shall include newly elected Council Members and excludes Council Members who will no longer be in office. At the first regular meeting in January, City Council shall approve the calendar for that year through the end of January of the following year.
- D. Council Members must be present in the Council Chambers at the time a vote is taken in order to have a recorded vote on a matter. Council Members must physically attend all meetings in which they wish to participate and may not attend by telephone, ~~or~~ video conferencing or virtual platform unless permitted by applicable law, emergency order consistent with applicable law or City Council action consistent with applicable law. unless approved by City Council in advance and subject to any limitations imposed by law. No quasi-judicial matters may be heard by telephone.
- E. Special meetings.
 1. Special meetings may be held on the call of the Council Chair or the Mayor, or of a majority of the Council Members at a properly noticed meeting.
 - a. Notice of a special meeting will be made by the City Clerk, by delivering personally, by mail, or email, written notice to each Council Member and to the local newspaper and to local media outlets on the City notification list at least 24 hours before the time of such meeting as specified in the notice (case law has established this time requirement). The call and notice shall specify the time and place of the special meeting and a general description of the business to be transacted.

II. General procedural rules.

- A. City Council shall by ordinance determine its own rules of procedure provided that the requirements contained therein shall always be equal to or greater than those requirements established by law. § 3.05(b), *Municipal Charter*.
- B. The City Council shall determine its own order of business. § 3.05(b), *Municipal Charter*.
- C. Any Council Member wishing to speak must first obtain the floor by being recognized by the Chair. The Chair must recognize any Council Member who seeks the floor when that Council Member is appropriately entitled to do so, however, the Chair may allow a Council Member to speak first on an item regardless of the order in which Council Members indicated their desire to speak.
- D. City Council discussion should be relevant to the agenda item being considered. The Chair has the authority to stop irrelevant comments (by ruling them out of order) but should give the speaker the opportunity to explain the relevance to the agenda item.
- E. City Council participation relating to the presentation of public comments or staff reports should be limited to questions which should be asked at the conclusion of the comment or report. This policy may be waived for a particular issue by a majority vote of City Council or if the presenter requests that questions be made at any time and the Chair approves the request.
- F. No general discussion should be permitted until the public comments or staff report has been completed.
- G. Staff reports on agenda items shall not exceed ten (10) minutes unless the Chair approves additional time.

III. Discussion by Council Members on a matter brought before City Council.

- A. Each Council Member may speak up to three times with respect to any matter brought before City Council. The allotted times shall not include the time spent ~~providing answers provided~~ by staff or the public providing answers to Council Member questions.
- B. The first time a Council Member speaks to the matter, he or she shall speak for no more than three (3) minutes.
- C. The second time a Council Member speaks to the matter, he or she shall speak for no more than three (3) minutes.

- D. The third time a Council Member speaks to the matter, he or she may speak for no more than one (1) minute for summation purposes and at the end of one (1) minute the Council Member's microphone shall be turned off (until the time the Council Member is permitted to speak in accordance with this Manual).
- E. If a Council Member comes to the end of one of his or her allotted time periods to speak and the Council Member wishes to utilize any additional time available pursuant to this section, the Council Member should indicate he or she wishes to 'roll my time' or that he or she wishes to utilize that additional time in another manner.
- F. These time limits apply to each matter before City Council irrespective of the number of motions, substitute motions and/or amendments offered with respect to that matter. Such motions, substitute motions and/or amendments do not constitute a new matter and therefore do not initiate an additional three (3) opportunities for each Council Member to speak.
- G. A suspension of this rule of procedure may be approved by the Chair (or in the case of Committee meetings by the Committee Chair) or by a simple majority of the Council Members present.

IV. **Motions.**

- A. Any Council Member (except the Chair) may call for action (move approval) on any matter which is on the Agenda or is before the City Council by making a motion (this is not the same as 'calling the question'). All motions shall be positive motions (e.g. moving approval of the item before Council).
- B. Before the motion can be considered or discussed, it must be seconded.
- C. Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Chair.
- D. Once the motion has been discussed and the Chair calls for a vote, no further discussion will be allowed.
- E. Procedural Rules of Order. Once the main motion is properly placed on the floor, several related motions may be employed in addressing the main motion, and if properly made and seconded, must be disposed of before the main motion can be acted upon. The following motions are appropriate and may be made by any Council Member at any appropriate time during the discussion of the main motion. They are listed in order of precedence. Motions are debatable unless otherwise stated.

1. **Subsidiary Motions.** A subsidiary motion assists the City Council in treating or disposing of a main motion and sometimes of other motions.
 - a. **Lay on the table.** Any Council Member may move to lay the matter under discussion on the table. This motion temporarily suspends any further discussion of the pending motion without setting a time certain to resume debate (which is different from a motion to defer). To bring the matter back before the City Council, a motion must be moved and approved that the matter be taken from the table. A motion to take from the table must be made at the same meeting at which it was placed on the table or at the next regular meeting of the City Council. Otherwise the motion that was tabled dies, although it can be raised later as a new motion. The motion must be seconded and a majority vote of the quorum present is required for passage. A motion to lay on the table is not debatable.
 - b. **Call the Question (or Move Previous Question).** Any Council Member may move to immediately bring the question being debated or discussed by the City Council to a vote, suspending any further debate. The motion must be seconded and a two thirds vote of the quorum present is required for passage. A motion to call the question (or move previous question) is not debatable.
 - c. **Limit or Extend Limits of Discussion.** Any Council Member may move to put limits on the length of discussion provided it does not constitute a motion to close debate or call the question. This is usually used to set time limits for discussing a matter. The motion must be seconded and a majority vote of the quorum present is required for passage. A motion to limit or extend limits of debate is not debatable.
 - d. **Postpone (defer) to a Time Certain.** Any Council member may move to postpone discussion and action on a motion to a date and time certain or to a date after some action has occurred (e.g. the preparation of a report or receipt of certain information, etc.). The motion must be seconded and a majority vote of the quorum present is required for passage.
 - e. **Commit or Refer.** Any Council Member may move that a matter being discussed be referred to staff, a committee, or a commission for further study. The motion may contain requests~~directions~~ for the staff, committee, or commission, as well as a date upon which the matter should be returned to the City Council's Agenda. Referrals to staff shall be subject to the Mayor's directions concerning staff work load and availability. If no date is set for returning the item to

the City Council Agenda, any Council Member may move, at any time, to require that the item be returned to the Agenda. The motion must be seconded and a majority vote of the quorum present is required for passage.

- f. Amend. Any Council Member may move to amend the main motion or any amendment made to the main motion. Before the main motion may be acted upon, all amendments and amendments to the amendments must first be acted upon. An amendment must be related to the main motion or amendment to which it is directed. Any amendment that substitutes a new motion rather than amending the existing motion (unless it is a 'substitute motion, see following section) is out of order. The motion must be seconded and a majority vote of the quorum present is required for passage.
 - g. Substitute. Any Council Member may move to substitute a motion for the motion pending on the floor. The motion shall be related to the same topic and may be used instead of a motion to amend the main motion or an amendment thereto. The motion must be seconded and a majority vote of the quorum present is required for passage. A substitute motion cannot be amended. If a substitute motion fails, the original motion shall then be on the floor for action.
2. Motions of Privilege, Order, and Convenience. The following actions by the City Council are to help ensure the orderly conduct of meetings and are for the convenience of the Chair and City Council Members. These motions take precedence over any pending main or subsidiary motion and may be debated except as noted.
- a) Call for Orders of the Day. Any Council Member may demand that the Agenda be followed in the order stated therein or as revised and announced by the Chair. No second is required, and the Chair must comply unless the City Council, by majority vote, changes the agenda order of the day by moving to amend the agenda. A motion to call for orders of the day is not debatable. A motion to amend the agenda must be seconded and a majority vote of the quorum present is required for passage.
 - b) Request for Privilege. Any Council Member, at any time during the meeting, may make a request of the Chair to accommodate the personal needs of the City Council for such things as reducing noise, adjusting room temperature, ventilation, etc. The request shall be ruled on by the Chair.

- c) Recess. Any Council Member may move for a recess. The motion must be seconded and a majority vote of the quorum present is required for passage.
- d) Adjourn. Any Council Member may move to adjourn at any time, even if there is business pending. The motion must be seconded and a majority vote of the quorum present is required for passage. A motion to adjourn is not debatable.
- e) Point of Order. Any Council Member may require the Chair to enforce the rules of the City Council by raising a point of order. The point of order shall be ruled upon by the Chair.
- f) Appeal. Should any Council Member be dissatisfied with a ruling from the Chair, he or she may move to appeal the ruling to the full City Council. The motion must be seconded and a majority vote of the quorum present is required for passage.
- g) Suspend the Rules. Any Council Member may move to suspend the rules if necessary to accomplish a matter that would otherwise violate the rules. The motion must be seconded and a majority vote of the quorum present is required for passage. If the motion is one of a particular procedure that protects a minority of the Council Members (e.g. usually when a supermajority is required), it must be seconded and a two thirds vote of the quorum present is required for passage.
- h) Division of Question. Any Council Member may request that the subject matter of a motion which is made up of several parts be divided so that Council Members can vote separately on each part. The consent agenda may also be divided in this manner. The Council Member's request should be implemented, no vote is necessary.
- i) Reconsider. Except for votes regarding matters that are quasi-judicial in nature, City Council may reconsider any vote taken at a meeting, but no later than the same or next regular meeting, to correct inadvertent or precipitant errors or to consider new information not available at the time of the vote.
 - 1. The motion to reconsider must be made by a Council Member who voted on the prevailing side, must be seconded by any Council Member, and requires a majority vote of the quorum for passage, regardless of the vote required to adopt the matter being reconsidered.

2. If the motion to reconsider is successful, the Chair shall restate the original motion on the matter before the City Council, the City Council shall discuss the matter if necessary, make amendments as necessary, and then vote. Any special voting requirements (e.g., supermajority) related thereto shall still apply. The matter to be reconsidered takes no special precedence over other pending matters and shall be heard at the appropriate location on the agenda unless the City Council directs that it be discussed at a specific location on the agenda or at another meeting.
 3. If the matter is to be reconsidered at another meeting, the City Clerk shall place the matter on the Agenda in the normal location for the matter unless otherwise directed by City Council.
 4. Except pursuant to a motion to reconsider, once a matter has been decided by a vote of City Council, the same matter shall not be brought up again at the same meeting.
 5. Matters of legislative concern may be introduced by a Council Member at any meeting. Legislative matters would be those related to the adoption of ordinances or the establishment of policy.
- j) Rescind, Repeal, or Annul. The City Council may rescind, repeal, or annul any prior action taken on any legislative matter so long as the action to rescind, repeal, or annul complies with all the rules applicable to the initial adoption, including any special voting or notice requirements or unless otherwise specified by law. Care must be taken if there has been reliance by a third party on the action proposed to be rescinded.

V. **Quorum.**

- A. A majority of the existing membership of City Council shall constitute a quorum. No action (except as provided in this section V) shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present. § 3.05(c), *Municipal Charter*. A City Council member is considered present when appearing in a manner permitted by applicable law, emergency order consistent with applicable law, or City Council action consistent with applicable law.
1. A smaller number than a quorum may adjourn from time to time and may compel the attendance of absent Council Members in the manner and subject to the penalties prescribed by the rules of the City Council. § 3.05(c),

Municipal Charter. Such meeting must comply with the Sunshine Law, Chapter 286, Florida Statutes.

2. A supermajority vote, or a majority greater than the majority of a quorum, may be required by the Charter or City Code in certain situations.
3. In the event a quorum ceases to be present at any time during a City Council meeting, the Chair shall recess the meeting and reconvene only when a quorum is present.

VI. **Voting.**

- A. Voting requirement. No Council Member shall abstain from voting on a motion unless the Council Member is legally disqualified from voting due to a conflict of interest or the appearance of a conflict. *(No member of any ... municipal governmental board, ... who is present at any meeting of any such body at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to such decision, ruling, or act; and a vote shall be recorded or counted for each such member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of [Florida statutory law]. In such case, said member shall comply with the disclosure requirements of [Florida Statutes section] 112.3143. Florida Statutes § 286.012.)*
- B. If a Council Member is legally disqualified from voting due to a conflict of interest (e.g., the matter being voted upon would inure to his or her special private gain or loss), the Council Member shall announce the nature of his or her interest before the vote, shall not participate in the consideration of the matter, shall not be counted for the purpose of the quorum, and should leave the Council Chambers until the matter is disposed of. In addition, the Council Member is required to file a memorandum of voting conflict on Florida Commission of Ethics Form 8B with the City Clerk within fifteen (15) days after the vote occurs disclosing the nature of his or her interest in the matter.
- C. Roll Call. Voting on ordinances and resolutions shall be by a roll call which may be accomplished by an electronic system which produces a visual display showing how each Council Member voted. Unless that display can be seen by the public immediately after the Council has completed voting, the vote of each Council Member shall be announced to the public, by the City Clerk, immediately after the Council has completed voting. The result of the vote shall be orally announced by the City Clerk immediately after the vote has been displayed or announced. The vote shall be recorded in the minutes. *§ 3.05(c), Municipal Charter.*

- D. Ordinance Effective Date. Ordinances adopted by City Council shall be effective, unless vetoed by the Mayor, upon the expiration of the fifth business day after said adoption, or upon such later date as may be provided therein. The Mayor may notify the City Council through written notice filed with the City Clerk that he or she will not veto the ordinance, whereupon the ordinance may become effective prior to the sixth business day after adoption of said ordinance if the ordinance so provides for such an earlier effective date. § 3.05(d), *Municipal Charter*.
- E. Budget Ordinance Effective Date. Budget or appropriation ordinances adopted by City Council shall be effective except for such portions thereof as have been vetoed by the Mayor upon the expiration of the fifth business day after said adoption, or upon such later date as may be provided therein. The Mayor may notify the City Council through written notice filed with the City Clerk that he or she will not line item veto any portion of such ordinance, whereupon the ordinance, as adopted, may become effective prior to the sixth business day after adoption of said ordinance if the ordinance so provides for such an earlier effective date. § 3.05(e), *Municipal Charter*.
- F. Overriding Veto of an Ordinance. City Council may override the Mayor's veto of an ordinance by an affirmative vote of at least two-thirds of the entire membership of City Council, provided that the veto is overridden at any time prior to midnight on the fourteenth day after the day the Mayor exercises the veto or prior to midnight on the day of the next City Council meeting after the exercise of the Mayoral veto, whichever occurs last. If City Council overrides a veto, the ordinance shall be effective immediately or as otherwise provided therein. § 3.05(d), *Municipal Charter*.
- G. Overriding Veto of a Budget Line Item. City Council may override the Mayor's line item veto of a portion of a budget or appropriation ordinance by an affirmative vote of at least two-thirds of the existing membership of City Council, provided that the line item veto is overridden at any time prior to midnight on the fourteenth day after the day the Mayor exercises the veto or prior to midnight on the day of the next City Council meeting after the exercise of the Mayoral veto, whichever occurs last. If the total effect of all actions taken to override the vetoes of the Mayor would be to cause expenditures to exceed revenues as projected and contained in the adopted budget, then all actions to override the Mayor's vetoes with respect to line items of the budget shall be null and void and all items vetoed by the Mayor shall remain stricken from the budget. § 3.05(e), *Municipal Charter*.
 - 1. If City Council overrides a line item veto of a portion of a budget or appropriation ordinance, the line item shall be effective immediately or as otherwise provided in the ordinance. If City Council fails to override a line item veto, the item vetoed shall fail and be of no effect. § 3.05(e), *Municipal Charter*.

VII. **Deferral of Agenda Items.**

- A. Unless otherwise required by law or the Charter, an item appearing on a City Council meeting agenda shall not be heard at such meeting unless City Council has commenced the Agenda item prior to ~~10:00~~ 11:00 p.m. Any Council member may move to suspend this policy for one or more agenda items. The motion must be seconded and a majority vote of the quorum present is required for passage.
- B. Agenda items not heard pursuant to subsection A. above shall be automatically deferred to the next regular meeting of City Council, or if the item may not be heard at the next regular meeting due to the time period necessary to publish required legal notices, to the first regular meeting following the required notice period. This is an exception to the procedure for deferrals established in Subsection IV.E.1.d. of this Chapter. Items deferred pursuant to this subsection shall be listed first under the appropriate agenda heading.

VIII. **Delay of Agenda Items.** Unless otherwise required by law or the Charter, City Council shall not delay action on an agenda item in order to allow the drafting of substantive changes to one or more documents (e.g. contracts, ordinances, etc.) to be voted upon later in the same meeting. Any Council member may move to suspend this policy for one or more agenda items. The motion must be seconded and a majority vote of the quorum present is required for passage.

CHAPTER THREE
AGENDA, CONSENT AGENDA, OPEN FORUM, PUBLIC COMMENT

I. **Agenda for regular meetings.** The City Clerk shall coordinate the preparation of the Agenda.

A. **Deadline for filing items to be presented at regular City Council meetings.**

- 1. Agenda language and backup materials for items to be included on the ~~printed~~ Agenda ~~are~~ due in the City Clerk's Office by 12:00 p.m. on Friday ~~Monday, at noon,~~ two ~~and a half~~ weeks prior to the City Council meeting. ~~The hard copies (12 copies, stapled/3-hole punched) are due to the City Clerk's Office by 3:00 p.m. that same day, if any materials are expected to be late, the City Clerk should be notified.~~
- 2. ~~The deadline for the receipt of the backup materials for an item for inclusion in the Agenda is Thursday by the close of business, in the City Clerk's Office, two weeks prior to the City Council meeting.~~

~~3.2.~~ The deadline for adding items to the Agenda (as “Adds and Deletes”) shall be Thursday by agenda review (or if no agenda review by 12:00 p.m. on Friday) one week prior to the City Council meeting.

~~4.3.~~ Items provided after the deadline for Adds and Deletes ~~for adding items~~ shall include “good cause” language explaining why the item should be added and why it is time sensitive. The addition of items to the agenda after ~~such~~ the deadline must be approved by the Chair or by a separate vote of a majority of the quorum present.

B. Placing an item on the Agenda by a Council Member.

1. A Council Member may request that an item be placed on an Agenda by (1) making an oral request at a City Council meeting or (2) submitting a request ~~in writing to~~ through their Legislative Aide or the City Council’s Administrative Officer ~~and in writing to~~ the City Clerk by the applicable deadlines ~~stated above~~.

~~2.~~ Any Council Member may place an item on an Agenda under “New Business” accompanied by a brief written explanation. A New Business item that requests a referral to committee may specify the committee to consider the item or may provide alternatives (e.g., other appropriate committee or first available committee). The deadlines for placing an item on the Agenda ~~as~~ are as stated above.

~~2.3.~~ Before placing a New Business item on the agenda or before beginning to research an item for possible placement on the agenda, a Council Member may ask the City Council Administrative Officer if another Council Member is working on a similar item. The City Council Administrative Officer may not act as a conduit between Council Members but may indicate generally that one of the members is working on a similar item. If the Council Member would like to discuss the item, the Council Member must do so at a public meeting.

C. Request to place an item on the Agenda by a member of the public.

1. A member of the public may request an item be placed on a future Agenda while addressing the City Council during a regular meeting and/or by submitting the request in writing to the Chair as an Item of Correspondence. The Chair will determine if the item should be placed on the Agenda or referred to Administration for evaluation. Normally correspondence items are limited to a three minute presentation by the requestor, however, the Council Chair may increase that time to up to fifteen minutes depending on the subject and nature of the presentation.

D. Posting of the Agenda.

1. The regular Agenda generally should be posted on or before ~~125~~:00 p.m. on the Friday two weeks before the City Council Meeting. The Agenda for the regular City Council meetings should be posted in the following places: City Hall, 175 5th Street North, the Main Library 3745 9th Ave. N., and the City's website: www.stpete.org. This does not prevent changes to the Agenda as provided herein, nor changes at the City Council meeting.

E. Delivery and distribution of Agenda packets.

1. The agenda packets are prepared by the City Clerk's Office. Barring unavoidable difficulties or holidays, the agenda packets will be distributed to Council Members on Friday two weeks before the City Council meeting.
2. The City Clerk's Office will update the agenda packets by providing Adds and Deletes. Barring unavoidable difficulties or holidays, Adds and Deletes packets will be distributed to Council Members [on Thursday by agenda review \(or if no agenda review by 12:00 p.m. on ~~by~~ Friday\)](#) the week preceding the City Council meeting. ~~Available~~ Adds and Deletes may be discussed at Agenda Review.
3. Backup materials for Agenda items provided to the City Clerk's Office after the Adds and Deletes deadline (~~Friday Thursday at 125:00 p.m. one week prior to the City Council meeting~~) should also be provided to Council Members (through the [City](#) Council Administrative Officer) at the earliest possible time and should only be provided on the dais on the day of the City Council meeting if there is no reasonable alternative. (See Sub. I.A. [34](#). regarding agenda addition approval requirements).

F. Information Required in Agenda Packets.

1. The following information must be included as part of the backup materials for all single project A/E agreements ~~in excess of \$100,000~~, construction agreements ~~in excess of \$100,000~~, and continuing A/E agreements [if the agreement requires City Council approval](#) and [for all](#) resolutions acknowledging the ranking of firms prior to negotiating one of the foregoing agreements:
 - a. Procurement method utilized (e.g., RFP, RFQ).
 - b. Summary of the reason(s) for selecting the firm.
 - c. Summary of transactions listing the current work being performed by the firm for the City and associated cost of such work.

- d. Copy of minutes of all selection committee meetings. Administration has stated that such minutes shall include (at a minimum): (i) names of all firms who submitted proposals or statements of qualifications, names of all short-listed firms, and numerical rankings, (ii) evaluation criteria, and (iii) dates of selection committee meetings.
 - e. To the extent such information is provided by the firm pursuant to the procurement process or otherwise discovered as part of the procurement process: (i) litigation involving the firm, (ii) any failure of the firm to pay contractors for work performed, (iii) any wage theft complaints filed against the firm, and/or (iv) any failure of the firm to comply with applicable laws or licensing/permit requirements.
 - f. Any protests/disputes received.
- 2. The following information must be included as part of the backup materials for task orders and task order amendments issued under a continuing A/E agreement (if the task order as amended ~~exceeds \$50,000 and~~ requires City Council approval):
 - a. Summary of the reason(s) for issuing the task order/task order amendment to the firm (i.e., why the firm being issued the task order/task order amendment is preferable for the specified services compared to other firms with continuing A/E agreements).
 - b. Summary of transactions listing the current work being performed by the firm for the City and associated cost of such work.
 - 3. For all City Council main agenda items (not including Consent Agenda items) involving the disposition or development of City owned property, all proposed agreements and exhibits thereto must be included as part of the backup materials.
- G. **Special Meetings.** Where special meetings of City Council are scheduled, the City Clerk shall attempt to maintain comparable agenda preparation times and shall notify staff and City Council of any necessary changes.
- H. **Reordering Agenda items.**
- 1. Prior to or during ~~During~~ the City Council meeting, the Chair may reorder items on the Agenda to accommodate the public or address other concerns without a vote of the City Council. City Council may override the announced Agenda order by a motion. The motion must be seconded and a majority vote of the quorum present is required for passage.

II. The Consent Agenda.

- A. The Consent Agenda shall consist of matters considered to be routine and will be approved by roll call vote. There will be no discussion of these items unless a Council Member requests that specific items be removed (pulled) from the Consent Agenda for separate discussion and action on the Regular Agenda. Items should be pulled and discussed at Agenda Review, if possible. However, items may also be pulled by written notice to the City Clerk, [notice to the City Council Administrative Officer](#) or on the dais.
- B. The Council Member pulling an item from the Consent Agenda shall state if it is a 'good news' item or requires a report by staff.
- C. Items pulled from the Consent Agenda shall be addressed immediately after the Consent Agenda is approved (especially 'good news' items since this saves staff time) unless specifically moved to Reports.
- D. If the Council Member pulling the item does not state that a report is necessary, then the item shall be considered to be a 'good news' item and addressed as set forth in subsection C above.

III. **Open Forum.**

- A. During Open Forum, any resident may communicate formally with the City Council regarding any matters that relate to City Council business or citizen concerns within the subject matter jurisdiction of the City Council, except for public hearing and quasi-judicial items. This is different from when citizens speak on a specific Agenda item (see Sub. IV below), at which time they must limit their remarks to that item.
- B. Open Forum speakers are limited to City residents, owners of property in the City, and owners of businesses in the City or their employees. Speakers shall identify either their City address (home or business) or the street or avenue abutting their home and the neighborhood in which they reside.
- C. Open Forum speakers are limited to three (3) minutes each. The speaker's microphone will be turned off at the end of this time. Each member of the public may only speak one time per issue which means that if a person speaks at Open Forum regarding an item which is on the Agenda, he or she may not speak when the same item comes up on the Agenda for action.
- D. Open Forum shall be scheduled to begin within the first half hour of the City Council meeting, ~~not including the mini meeting.~~ After a half hour of Open Forum, any remaining speakers should be heard at the end of the meeting. The Chair has the discretion as to how to move the meeting along as efficiently as possible to provide hearing from as many speakers as possible at the beginning of the City

Council meeting. The Chair also has the discretion to begin Open Forum after other agenda items if the Chair determines it is necessary or appropriate to do so.

- E. Open Forum speakers who arrive late or who can't be heard initially at Open Forum shall be given an opportunity to speak under Open Forum at the end of the meeting (the process may be adjusted as necessary).
- F. Open Forum speakers must sign the list provided by the City Clerk, fill out an information card and submit it to the City Clerk before the speaker will be permitted to speak (if the speaker has just arrived or decided to speak, the Chair may allow the card to be filled out after speaking).
- G. After a speaker has spoken during Open Forum, Council Members should not engage in discussion with the speaker. The Chair may provide a brief response to the comments, ask brief questions of the speaker, City staff or the City Attorney to clarify the issue or allow other Council Members to do so, refer the speaker to City staff or another agency, or request that the matter be placed on a future Agenda.

IV. Public Comment on Agenda Items.

- A. The public shall be given an opportunity to speak for up to three (3) minutes on individual City Council Agenda items (except that public comment on certain matters that are exempt from the public comment requirement under applicable laws may not be permitted). The opportunity to speak on an Agenda item shall be before any vote or other action is taken on that item. Speakers on an Agenda item must limit their remarks to that item. Each member of the public may only speak one time per issue which means that if a person speaks at Open Forum regarding an item which is on the Agenda, he or she may not speak when the same item comes up on the Agenda for action. Speakers must fill out an information card and submit it to the City Clerk before speaking on an Agenda item. The microphone will be turned off at the end of the speaker's three (3) minute allotted time. No one shall be permitted to speak on an Agenda item after the public comment period for that matter has been closed.

V. Rules Applicable During Open Forum and Public Comment on Agenda Items.

- A. Speakers shall direct their comments to City Council, not to the audience in City Council Chambers. Once a speaker leaves the podium, even if a portion of the speaker's three (3) minutes is remaining on the clock when the speaker leaves the podium, the speaker's time to speak is concluded (i.e., a speaker may not resume speaking on a matter once he or she has left the podium). No one shall be permitted to give his or her time to speak to another individual (i.e., the donation or pooling of time is not permitted). City Council's policies and procedures related to Open Forum and other public comment are included in the Policy Regarding Public

Comment and Presentations During City Council Meetings which shall be made available to the public by the City Clerk's Office.

VI. **Decorum.**

All individuals observing the meeting and addressing City Council shall do so in a manner that allows order and decorum necessary for a governmental meeting to be maintained at all times. Violators of this rule who disrupt the meeting to the point of preventing business from being conducted shall not be permitted to remain in City Council Chambers.

**CHAPTER FOUR
CHAIR AND VICE-CHAIR**

I. **Council Chair.**

- A. City Council shall elect from among its members a Chair who shall preside at all meetings of City Council. § 3.03(a), *Municipal Charter*.
 - 1. The Chair is responsible for conducting the City Council meeting and shall open, recess and close the meeting without motions and may make Agenda changes if there is no objection.
 - 2. The Chair shall act as parliamentarian with such advice from the City Attorney as needed.
 - 3. The Chair should reserve comment on an issue or Agenda item until all of the Council Members who wish to speak have spoken and may not make or second motions.
 - 4. All comments by Council Members should be directed to the Chair or the body as a whole. Cross talk between Council Members should be ruled out of order by the Chair.
- B. Once a Council Committee is established by City Council, the Chair shall ~~appoint~~ designate the members of the Committee as provided by City Charter. Committee membership shall be determined each January. For more information on Council Committee membership determination, please see "Council Committees" Chapter.
- C. The Chair or acting chair, along with the City Clerk, shall sign every ordinance or resolution upon its final passage. Such ordinances and resolutions shall be recorded in a book kept for that purpose. *Section 166.041(5), Florida Statutes*. It is the duty of the Chair to authenticate by his or her signature, when necessary, all acts, orders, and proceedings of the assembly.
- D. The day-to-day operations of the City Council office and staff are the responsibility of the Chair. These responsibilities include, but are not limited to responding to

correspondence directed to all Council Members, supervising office staff, and providing assistance in the preparation of City Council's annual budget.

- E. The Chair shall coordinate the scheduling of ~~workshops~~, committee of the whole meetings and such other City Council meetings as need to be scheduled.
- F. The Chair shall also perform such other duties as set forth in this Manual.

II. Council Vice-Chair.

- A. City Council shall elect from among its members a vice-chair who shall act as Chair during the absence or disability of the Chair. *§ 3.03(b), Municipal Charter.*

III. Election and Term of Chair and Vice-Chair. *§ 3.03(c), Municipal Charter.*

- A. In January of each year, the City Council shall elect the Chair and Vice-Chair in accordance with the following:
 - ~~1. On January 2nd of each even-numbered year.~~
 - ~~1. At If the first regular City Council Meeting Thursday in January in each odd-numbered year is January 1, Council shall elect the Chair and Vice-Chair on the second Thursday in January.~~
 - 2. Otherwise, Council shall elect the Chair and Vice-Chair on the first Thursday in January.
- B. The terms of Chair and Vice-Chair shall be for one year (terms shall be lengthened or shortened from the normal one year term to correspond to the date of election).
- C. Procedure for Nominations. Every December the City Council which will be in office in January (this includes newly elected Council Members and excludes Council Members who will no longer be in office) shall schedule a ~~workshop~~ Committee of the Whole to discuss the nomination and election of the Chair and Vice Chair. The Chair will conduct the election for the next Chair. The Chair will call for nominations. Each Council Member may nominate one (1) person. Council Members may nominate themselves. Nominations do not require a second. A nominee who wishes to decline the nomination shall so state at that time. After all nominations have been received, the Chair will close the nominations, may allow nominees to speak briefly to their nomination and will call for a written ballot unless there is only one nominee. The nomination and election of the Vice-Chair will be made in the same manner described for the Chair.
- D. ~~Workshop~~ Committee of the Whole Balloting. Except when there is only one nominee, election shall be by written ballot. Each ballot will contain the name of the Council Member who cast it and who they are voting for. Ballots are retained as public records. The City Clerk will announce the results of the balloting by reading the total number of ballots for each nominee. When one Council Member

has received approval by a majority of the Council Members, the balloting shall end. If three or more Council Members are nominated and no one receives a majority, the Council Member with the least number of votes shall be removed from the next vote. The City Council will then formalize the balloting by nomination and a roll call vote at the first regular meeting in January. City Council is not bound by the results of the December ~~workshop~~ Committee of the Whole balloting and Council Members may nominate different candidates for Chair and Vice-Chair. The City Clerk will record in the minutes of the meeting the manner in which each voting Council Member cast his or her ballot.

- E. Tie Votes. If there is a tie vote and the nominees agree that there is a deadlock in voting such that it is unlikely that anyone will change their vote, ties will be decided by coin toss unless the nominees agree to another tiebreaking procedure.
- F. Resignation of Chair or Vice-Chair. If the Chair resigns, the seated Vice-Chair will become the Chair for the remainder of the year. City Council will elect a new Vice-Chair using the procedure outlined above. If the Vice-Chair resigns, the City Council will elect a new Vice-Chair using the procedure outlined above.
- G. Removal of Chair or Vice-Chair from their position shall be on the same grounds and in the same manner as removal of a Council Member.

IV. Order of succession when neither the Chair nor Vice-Chair is available at a City Council meeting, ~~workshop~~ or Committee of the Whole meeting.

- A. If there are Council Members who have previously served as the Chair present, the most immediate past Chair shall serve as Acting Chair.
- B. If there are no past Chairs and there are Council Members who have previously served as Vice Chair present, then the most immediate past Vice Chair shall serve as Acting Chair.
- C. If there are no past Chairs or Vice Chairs, then the most senior Council Member in terms of service shall serve as Acting Chair. If there are two Council Members with the most seniority, then the Acting Chair shall be the Council Member from the lowest numbered District.

CHAPTER FIVE AWARDS, CEREMONIES, PROCLAMATIONS, ANNOUNCEMENTS

I. **Requests for representation at ceremonies.**

- A. Upon receiving a request either from the Mayor or a member of the public for ceremonial representation by City Council at a non-City Council meeting event, the

Chair shall determine which Council Member shall represent the City Council. If the Chair is unavailable, the Vice Chair shall make that determination. City Council representation should be determined by either special interest of a Council Member, his or her district relationship to the event, the request of those extending the invitation and the availability of the Council Member to attend. This policy does not prohibit any other interested Council Member from attending any event.

II. Proclamations.

A. Proclamations which are read in City Council meetings are made on behalf of the Mayor and City Council or the Mayor, but not ~~by~~ on behalf of individual Council Members, as a ceremonial commemoration or special recognition of an individual, group, event or issue. Only the Mayor may initiate proclamations related to City employees or departments although the Chair may approve the inclusion of City Council in the proclamation. A Council Member may initiate any other type of proclamation (but may not read a proclamation in a City Council meeting unless the proclamation is made on behalf of the Mayor and City Council). Proclamations are not statements of policy and do not require the approval or action of the City Council although proclamations which include City Council must be approved by the Chair. The Mayor and City Council should work collectively to assure that the honoree(s) of the proclamation receive the full measure of the recognition they are due. ~~The Mayor shall present those p~~roclamations ~~brought forward~~ initiated by the Mayor ~~shall be read by the Mayor or his designee, the Office and the Council Chair, or the Chair's Council Member designee~~ Proclamations initiated by a Council Member (made on behalf of the Mayor and City Council) shall be read by such Council Member or by the Chair if the Council Member who initiated the proclamation is unavailable. r shall present those proclamations brought forward by the City Council.

III. Resolutions of bereavement.

A. Resolutions of bereavement which are read in City Council meetings are made on behalf of the Mayor and City Council. Both the Mayor and the Chair must approve the resolution which shall be based on whether and to what degree the individual has made a significant contribution to the betterment of the City.

IV. Council Members may issue proclamations to honor individuals or organizations and may issue memorial tributes to recognize the passing of persons, neither of which will be read in City Council meetings.

V. Announcements may be made at the end of each Council meeting. Announcements should be limited to events of community interest.

CHAPTER SIX

COMMITTEE OF THE WHOLE MEETINGS

- I. The Chair shall schedule Committee of the Whole (COW) meetings to include all Council Members (or as many as reasonably possible) based on referrals by City Council or requests of the Administration. The Chair shall determine when an Administration request warrants the scheduling of a COW based on the subject matter of the referral.
- II. Referrals to a COW shall require an affirmative vote of a supermajority of City Council. A supermajority shall be six if eight Council Members are present and voting and, if fewer than eight are present and voting, five affirmative votes.
- III. COW meetings shall be led by the Council Chair (if not available, see succession rules).
- IV. In the event a quorum ceases to be present during a COW meeting, the Chair may allow the meeting to continue (i.e., the Chair is not required to recess the meeting if a quorum ceases to be present) but shall not allow a vote or other action to be taken unless and until a quorum is present.
- V. Any action taken at a COW is not an official action of the City Council unless and until approved by City Council at a regular meeting of City Council.
- VI. The Chair may cancel a COW meeting if the backup materials for such meeting have not been distributed to Council Members at least one (1) week prior to the meeting.
- VII. City Council may cancel any COWs scheduled by the Chair and may schedule or reschedule any COWs.
- VIII. The allotted time periods for Council Members to speak at COWs shall be the same as “regular” City Council meetings (see Chapter 2, Sub. III above).

CHAPTER SEVEN CITY COUNCIL COMMITTEES

- I. City Council has the right to establish such committees of Council Members as it deems appropriate from time to time. § 3.12, *Municipal Charter*.
 - A. The City Council Committees are:
 1. **Budget, Finance and Taxation** (4 members)
 - a. Generally deals with budgeting, auditing, capital budgeting, employment issues, financial reporting, taxation, procurement, investing, and management studies and other matters pertaining to the finances of the City.

- b. ~~Financial Quarterly Reports~~—Administration shall provide to the Budget, Finance and Taxation Committee within forty-five (45) days after the end of each of the first three quarters and within sixty (60) days after the end of the fourth quarter of the fiscal year, a copy of the Quarterly Investment Report, the Quarterly Pension Investment Report, Quarterly Outstanding Debt Report, the Quarterly Budget to Actual Report for all Operating Fund Activities, and the Budget Department’s Quarterly Report. Copies of these reports will be provided to all Council Members and the reports may be discussed at a Budget, Finance and Taxation Committee meeting.
 - c. Members shall discuss potential management evaluations at the first meeting in October of each year.
 - d. The Chair of the Budget, Finance and Taxation Committee shall also be the Chair of the Investment Oversight Committee.
2. **Public Services and Infrastructure** (4 members)
- a. Generally deals with permitting, zoning, public safety, public improvements, utilities, downtown facilities, communications, technology issues, leisure services and marketing and other matters pertaining to the City which are not addressed by other committees.
3. **Legislative Affairs and Intergovernmental Relations** (4 members)
- a. Generally deals with issues and concerns relative to lobbying of governmental entities and legislation; ~~also may address~~ interlocal agreements; laws, rules and regulations proposed to be adopted by other governmental entities including but not limited to the Florida Legislature, the Florida Cabinet, Congress, the President, and the state and executive branches of government, county government, and other cities; and cooperation with other governmental agencies.
 - b. Items shall only be placed on the Committee’s Agenda in the following three ways (this is an exception to the policy for other committees):
 - i. A referral by City Council;
 - ii. A written request to the Committee by any Council Member;
or
 - iii. A referral by the Administration.
 - c. When an item within the Committee’s scope of responsibility is placed on the Committee’s Agenda, the Committee shall forward to

City Council a recommendation for action by the full City Council on that item.

- d. The Committee shall not engage in partisan politics nor shall its members take a position on a proposed law, rule or regulation based upon party affiliation.
- e. The Committee shall have the ability to initiate proposed legislation and recommend that City Council approve the submission of such legislation to the appropriate external legislative body for consideration.
- f. The Committee shall only propose a law, rule or regulation or take a position on a proposed law, rule or regulation that has a direct effect upon the City, including but not limited to a direct effect upon the City's programs, services, home rule authority or any property within the City's geographic boundaries.
- g. The criteria for evaluating a proposed law, rule or regulation shall be a recommendation based upon what is in the best interest of the City and its citizens.
- h. Prior to the beginning of each Florida legislative session, the Administration shall place the appropriate item on the Committee's Agenda which will allow the Committee to review the City's draft legislation and appropriation requests. The Committee shall evaluate and may add to or modify the proposed draft legislative program and shall make recommendations to the City Council.
- i. Regular reports concerning bills of concern to the City will be supplied by the Administration to members of the Committee during each Florida legislative session. Additionally, the Committee shall, to the extent that is reasonably possible, be informed by Administration as soon as possible of those especially significant developments affecting the City during the session and the Committee Chair shall convene the Committee at the request of the Administration or City Council to consider action on a particularly important piece of legislation. Items of critical importance or that are time sensitive may be taken directly to City Council by the Administration for consideration during the legislative session.
- j. The Committee recognizes the time critical nature of decisions that must be made during and immediately prior to each Florida legislative session; and, that at such times, the Administration will need to make independent decisions regarding City support of or opposition to pending legislation and amendments. In making these decisions, the Administration shall be guided by what is in the best interests of the City and any information or discussion provided by the Committee. Action on time sensitive issues may be delegated to a subcommittee of the Committee, by the Committee.

- k. The opinion of an individual elected official on a given issue may differ from the official City position taken by City Council. An elected official has the right to advocate their differing position but must make it clear that it is not the official position of the City.
 - 4. **Housing, Land Use and Transportation** (4 members)
 - a. Generally deals with issues related to housing, land use and transportation in the City.
 - 5. **Co-sponsored and Special Events** (4 members)
 - a. Generally reviews applications for co-sponsorship of events and changes to the co-sponsorship policies.
 - b. City Council has adopted a resolution governing the application process *See Appendix: Consolidated Co-sponsorship Guidelines Resolutions.*
 - c. Generally reviews requests for proposals (RFPs) for special events and receives status reports from Administration during the RFP process; provides comments related to policy issues, goals and priorities associated with special events and desired terms and conditions.
 - 6. **Youth and Family Services** (4 members)
 - a. Generally deals with issues related to youth and families and the provision of services for youth and families.
 - 7. **Health, Energy, Resiliency and Sustainability** (4 members)
 - a. Generally deals with health, energy, resiliency, sustainability and and other environmental issues, including but not limited to, energy usage and resources, utilities, environmental protections, waterfront planning, green infrastructure and conservation programs.
- II. The Chair of City Council, upon becoming Chair in January, shall designate the Council Members of each such committee, and the members of each committee shall designate its chair ~~and vice chair~~ (§ 3.12, *Municipal Charter*) ~~and vice chair~~. Council Members may provide any requests to serve on a particular committee ~~to the Chair prior to his or her designation. Requests should be provided to the~~ City Council Administrative Officer in writing and the Officer shall provide them to the Chair. The appointments shall be made by the Chair during the month of January. Committee chairs and vice chairs shall be elected during the first committee meeting of each year or the committee meeting immediately following the Chair's appointments.
- A. The Chair should rotate the Committee memberships among the Council Members so that Council Members may serve on different Committees,

subject to the caveat that there should be at least one continuing Council Member of each Committee to provide continuity for Committee business.

- B. Up to three alternates may be appointed for each Committee to serve for absent members. The Council Chair shall designate the alternates as the first, second or third alternate. Alternates shall serve when a regular member is absent. The first alternate shall always serve when there is an absence and the first alternate is present and, if not, the second alternate shall serve. If there is an absence and the first and second alternates are not present, then the third alternate shall serve.

- III. Committee Meetings are generally held on Thursdays of each month but may be held on other days of the week with the approval of the Committee Chair. A quorum (which shall be a majority of the Committee membership) is required to conduct a meeting. No audience participation is allowed during the course of any Committee meeting, unless permitted by the consent of a majority of the Committee members present or required by law. The Committee Chair may allow members from the public (e.g., stakeholders) to participate in discussions. Council Members also may request the permission of the Committee Chair to ~~occasionally invite members from the public to participate in discussions~~allow such participation. Such participation should be limited to facts and information necessary for the matter before the Committee.

IV. Council Committee agendas.

- A. Council Committee agendas are created as a result of referrals by Council Members through the process of New Business items that are approved during a City Council meeting.
- B. Items may also be added to Council Committee agendas, with the approval of the Committee Chair, as a result of an Administrative referral when an item is scheduled before City Council. For tracking purposes, this type of a New Business Item will be submitted which will also include with the following statement: "This referral is a staff request and I am formally submitting this new business item as a method of informing City Council".
- C. Council Members may not add items to Committee agendas without Council approval.
- D. Council Members may 'cosponsor' a referral by making a motion to do so when the referral is before City Council for action or by filing a written notice of co-sponsorship with the City Clerk and the City Council Administrative Officer by ~~within a calendar week by Friday at 5:00 p.m. following~~ of the approval by City Council of a referral, by another Council Member (if the proposal is made on Thursday, the notice must be filed by the following Friday no later than 5:00 p.m.).

- V. The days and times of the meetings of the Committees shall be included in City Council's annual calendar but may be changed by the Committee Chair. In establishing meetings, the

Committee Chair shall attempt to avoid conflicts with other Committee meetings. The date and time for Committee meetings, along with their agendas, should be advertised on the City's website. The meetings shall be properly noticed on the Weekly Meeting Schedule. This does not preclude changes or additions to Committee meeting agendas. The Committee Chair may cancel a Committee meeting if the backup materials for such meeting have not been distributed to Council Members at least one (1) week prior to the meeting.

- VI. Members of City Council staff may attend Committee meetings to provide additional staff support and any backup material requested or required ~~by~~^{of} Council Members.

VII. **Procedures for Meetings of Council Committees.**

- A. The beginning of the meeting shall be reserved for initial discussion of recent referrals in order to determine if the item is a matter the Committee feels necessitates research and to provide direction for staff in order to maximize staff's time in the event that the referral does not provide sufficient information.
- B. To the extent possible, Committee members shall sit together as a group next to the Chair, alternates shall sit as a group next to the group of Committee members, and non-Committee members of City Council, although always welcome to attend, shall not integrate themselves among Committee members or alternates.
- C. The Council Member making a referral to a Committee, if present, shall speak first to the referral in order to identify the issue or concern.
- D. Thereafter, Committee members shall discuss the issue. Council Members who are not Committee members shall speak after Committee members have spoken so long as there is sufficient time remaining in the Committee meeting. The Committee Chair may make exceptions to this procedure if the Committee Chair deems it appropriate. The allotted time periods for Council Members to speak at Committee meetings shall be the same as "regular" City Council meetings (see Chapter 2, Sub. III above).
- E. Each Committee shall use the Procedure in Small Boards contained in *Roberts Rules of Order*.
 1. In smaller meetings, some of the formality that is necessary in a large assembly would hinder business. The rules governing such meetings are different from the rules that hold in other assemblies in the following respects:
 - a. Motions need not be seconded.
 - b. Motions to close or limit debate generally should not be entertained.
 - c. Discussion of a subject is permitted while no motion is pending.
 - d. The Committee Chair may make motions and votes on all questions.

- e. In the event a quorum ceases to be present during a Committee meeting, the Committee Chair may allow the meeting to continue (i.e., the Committee Chair is not required to recess the meeting if a quorum ceases to be present) but shall not allow a vote or other action to be taken unless and until a quorum is present.

F. When committee meeting minutes are before the committee for approval, any Council Member may request that such minutes be revised to more accurately reflect the statement(s) of a Council Member related to a matter that will go before City Council for approval. The Council Member's request should be implemented if the requested revisions are factually accurate.

VIII. Committees may meet jointly on issues of mutual concern.

IX. Committees may make recommendations to City Council but are not intended to usurp the power and responsibility of City Council to perform legislative functions of the City unless the City Council specifically delegates such power to a Committee on a specific issue.

X. Referrals to Council Committees.

- A. Items or matters which a Council Member or the Administration wishes to refer to a Council Committee must, except as otherwise provided herein, be approved by the City Council prior to a referral. The approval by City Council will be by a formal motion. These referrals may be as "new business" items, may be placed on the Consent Agenda, or may be moved at any time such a motion is appropriate under the City Council rules of procedure. This policy shall not prevent the Administration, the Council Chair or the Committee Chair from placing items on the Council Committee's agenda which are scheduled to come before City Council.
- B. These guidelines shall not be interpreted to (i) prevent any Council Member from placing an item on the Council Agenda under new business, (ii) prevent the Administration or a member of the Council Committee from placing a time sensitive item on the agenda of the Committee provided written notice is provided to the other Committee members and the Committee Chair, ~~or~~ (iii) prevent a Committee member from adding an emergency item to the agenda during a Committee meeting provided the addition is approved by formal motion of the Committee.
- C. To the extent that these procedures conflict with guidelines specially approved by resolution of the City Council for any Committee (e.g. LAIR), the specially approved guidelines shall prevail.
- D. Committees of limited duration (these are committees with a specific end date or goal which when achieved would result in their expiration) may have items placed on their agenda by Committee members at any time without regard to these

restrictions provided the item is consistent with the established purpose of the Committee.

CHAPTER EIGHT CITY STAFF

I. Council interactions with the Mayor.

- A. In the City Charter, the relationship between the Mayor and City Council honors the fact that the Mayor is the chief executive of the City. All dealings with the Mayor, whether public or private, should respect the authority of the Mayor in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the Mayor. The City Council supports and acknowledges that City Council and the Mayor are most effective when working as a team.

II. Administrative Affairs; Council participation.

- A. City Council policy is implemented through dedicated and professional staff. Therefore, it is critical that the relationship between City Council and City staff be well understood by all parties so policies and programs may be implemented successfully. To support effective relationships, it is important that roles are clearly recognized. City Council endeavors to support mutual respect between the City Council and City staff by creating the organizational teamwork necessary for successful implementation of the City Council policies and programs.
- B. Except as otherwise specifically authorized by the Charter, neither the Council nor any of its members, may do any of the following, whether publicly or privately, directly or indirectly, individually or collectively:
1. direct or request the appointment or removal of any employee of the City to or from any position with the City by the Mayor or by any of the Mayor's subordinates;
 2. take part in the appointment or removal of any employee of the City to or from any position with the City;
 3. direct or request the removal of any member of a board or commission of the City who was confirmed by City Council, except through a quasi-judicial hearing for the removal of a member for cause as authorized by applicable law;
 4. direct or request the removal of any member of a board or commission who was appointed by the Mayor, except through a quasi-judicial hearing for the removal of a member for cause as authorized by applicable law; or

5. give any order to any employee of the City or any member of any board or commission appointed or confirmed by City Council or appointed by the Mayor

(§ 4.05(a), Municipal Charter).

CB. Except as authorized by the Charter (e.g., see Sub. C. below), any inquiry dealing with any portion of the administrative service of the City shall be with the Mayor, the City Administrator, or the Mayor's designee when that designation is made in writing. (§ 4.05(b), Municipal Charter). Notwithstanding the foregoing, the Mayor has developed Efficient Access Guidelines which authorize Council Members to have certain interaction with staff. Such guidelines are included in the Appendix and shall be kept on file with the City Clerk.

D. Any provisions in this Charter prohibiting City Council directing, inquiring of, or ordering City administrative staff or employees do not apply to the City Council Administrative Officer, to employees who work in the office of City Council or to the City Clerk. (§ 3.10 and 3.15 Municipal Charter)

E. Any individual Council Member may express a personal opinion concerning the appointment by the Mayor of any chief or administrator-or-higher management-level employee or the creation of any new position classified as management or professional non-management (§4.05(d), Municipal Charter).

F. Any individual Council Member may express a personal opinion concerning the appointment or removal by the Mayor of any employee who works for City Council in the City Council Office. If, at a Council meeting or a Committee of the Whole, the City Council takes formal action to make a collective recommendation concerning the appointment or removal by the Mayor of any employee who works for City Council in the City Council Office and the Mayor does not follow that recommendation, then the Mayor shall provide written justification to the City Council identifying the reasons for not following the recommendation within ten days of that decision. (§ 4.05(e), Municipal Charter).

G. Any individual Council Member may provide information or express an opinion related to the appointment of any member of a board or commission of the City. (§ 4.05(f), Municipal Charter).

H. Violation of the provisions described in this Section II are grounds for removal from office. (§ 4.05(c), Municipal Charter).

~~II. Council interactions with City staff other than Council Staff.~~

City staff is under the direct supervision of the Mayor.

Commented [JMK1]: This statement is overly broad in light of the recent Charter amendments.

~~City Council policy is implemented through dedicated and professional staff. Therefore, it is critical that the relationship between City Council and City staff be well understood by all parties so policies and programs may be implemented successfully. To support effective relationships, it is important that roles are clearly recognized. City Council endeavors to support mutual respect between the City Council and City staff by creating the organizational teamwork necessary for successful implementation of the City Council policies and programs.~~

Commented [JMK2]: This was moved to II.A.

~~C. City Council has the authority to accept, reject or amend the staff recommendation on legislative policy matters. Council Members must avoid intrusion into those areas that are the responsibility of staff.~~

Commented [JMK3]: This is a given legally and not necessary to state here.

~~A.~~

Commented [JMK4]: This statement is overly broad in light of the recent Charter amendments.

~~B. Individual Council Members may not intervene in staff decision making, the development of staff recommendations, scheduling of work, or the execution of department priorities.~~

Commented [JMK5]: This statement is overly broad in light of the recent Charter amendments.

~~C. City Council non interference.~~

~~1. The City Council shall work through the Mayor when dealing with City staff.~~

Commented [JMK6]: This statement is overly broad in light of the recent Charter amendments.

~~2. In no manner, either directly or indirectly, shall a Council Member become involved in, or attempt to influence, personnel matters that are under the direction of the Mayor.~~

Commented [JMK7]: This language is somewhat different than the current Charter language. It is also overly broad in light of the recent Charter amendments. The exact language from the Charter is included in II.B. above.

~~3. No Council Member shall direct or request the appointment of anyone to, or removal from, office by the Mayor or any of the Mayor's subordinates, or in any manner, directly or indirectly, take part in the appointment or removal of any officer or employee or members of boards in the administrative service of the City. Violation of this provision is grounds for removal. Council Members are not prohibited from expressing their personal opinion concerning the hiring by the Mayor of any chief or administrator or higher management level employee. § 4.05(a), Municipal Charter.~~

Commented [JMK8]: This is included in II.B.

~~4. Neither City Council nor any Council Member shall give any orders to any subordinate or officer of the City, either publicly or privately, directly or indirectly. Violation of this provision is grounds for removal. § 4.05(a), Municipal Charter. In order to prevent the appearance of violating this Charter requirement, Council Members should work through Council staff who should make the requests in writing to the appropriate staff member based on the Mayor's Guidelines.~~

Commented [JMK9]: This is included in II.B.

~~5. The limited exceptions to this prohibition are (1) requests for information made to staff for a copy of an existing public record or (2) for those inquiries~~

Commented [JMK10]: This is overly restrictive and not legally required.

~~made in a management evaluation conducted by a professional consultant of specific administrative activities of the City.~~

Commented [JMK11]: This was deleted because it is covered in Chapter Fifteen.

6. ~~The Mayor has developed certain Efficient Access Guidelines (Guidelines) which authorize Council Members to have some additional interaction with staff. Staff support for Council Committees shall be as provided for in such Guidelines. Such Guidelines are included in the Appendix and shall be kept on file with the City Clerk.~~

Commented [JMK12]: This is included in II.B.

7. ~~City staff should report violations of the Guidelines and the Charter provision to their chain of command who can communicate those violations to the Chair or City Council.~~

Commented [JMK13]: This did not seem appropriate for the Manual. The Mayor can advise City staff how to handle any such issues.

III. City Attorney

- A. There shall be a City Attorney who is appointed by the Mayor and confirmed by City Council who shall provide advice and counsel on behalf of the City. The City Attorney shall be an attorney at law in good standing and shall be the head of the City Attorney's Office, which shall handle the legal affairs of the City. § 3.06, *Municipal Charter*. Assistant City Attorneys are appointed and confirmed in the same manner. To help insure the independence of the opinions rendered by the City Attorney, the City Attorney shall continue to serve unless and until removed by the Mayor with the approval of at least five Council Members.
- B. The City Attorney's Office:
1. In regard to all affairs of the City, is the legal advisor to the Mayor, the City Council and Council Committees, and all of the departments, officers and boards of the City.
 2. Commences and prosecutes all actions and lawsuits brought by the City provided that no lawsuit other than prosecutions of City ordinances may be filed without City Council approval. § 3.06, *Municipal Charter*. Certain types of actions which do not require additional approval include appeals, administrative actions, counterclaims, etc. The City Council has by resolution approved the filing of certain types of lawsuits without additional City Council approval. Resolution 2009-58, included in the Appendix.
 3. Represents and defends the City in all lawsuits or actions brought against the City and is authorized by City Council to settle lawsuits and workers' compensation claims up to certain amounts. Resolution 93-790, included in the Appendix.
 4. The City Attorney may retain special counsel without City Council approval so long as not more than \$5,000 is expended and City Council is notified in writing. Resolution 83-737, included in the Appendix.

IV. City Clerk

- A. There shall be a City Clerk who is appointed by the Mayor and confirmed by City Council, whose duties and responsibilities are as provided by the Charter. ~~Although an employee of the Mayor, the~~ City Clerk serves the entire City government, as further described in the City Charter. § 3.10, *Municipal Charter*.
- B. The City Clerk shall keep and have the care and custody of books, records, papers, legal documents and journals of proceedings of the City Council and shall carry out such additional duties as may be required by the City Council or the Mayor. § 3.10, *Municipal Charter*.
- C. The City Clerk's Office will:
 - 1. Keep the minutes of City Council meetings, ~~workshops,~~ committee meetings, etc. and ~~publish~~ prepare the agendas therefore.
 - 2. Conduct or contract for municipal elections, subject to all required City Council approvals.
 - 3. Present an orientation plan for candidates and new Council Members for approval before every general municipal election.
 - 4. Present Council Members with information regarding the role of the City Clerk and the responsibilities of the City Clerk's Office, legislative governance and City Council's role in the process.
 - 5. Provide Council Members with resources and information booklets as available.
 - 6. Interface with the public and process public records requests.

V. City Administrator

- A. There shall be a City Administrator, who is appointed by the Mayor and confirmed by City Council, whose duties and responsibilities are as provided by the Charter. § 3.11, *Municipal Charter*.
- B. The City Administrator is the acting Mayor in the Mayor's absence.
- C. The City Administrator, pursuant to the Mayor's delegation, is responsible for the management and daily operations of the City.
- D. The City Administrator will:
 - 1. Present information to Council Members on the purpose of a municipality, the Administration, the role of the City Administrator, organizational structure, and key contacts.

2. Serve as information liaison (along with the City Council's Administrative Officer) between the City Council and City staff.
 - a. Requests for information by Council Members are to be directed to the City Administrator (or the City Council Administrative Officer) except as otherwise provided in the Mayor's Efficient Access Guidelines. The A Council Member may specify that the information requested ~~will~~should be copied to all Council Members so that each Council Member may be equally informed. There are limited restrictions when information cannot be provided (e.g. legal obligations not to release certain confidential information) and the Council Member will be informed if there is such a restriction.
3. Attend City Council meetings as the Mayor's representative.

VI. City Council Administrative Officer

- A. The City Council Administrative Officer ~~is an employee subject to the Mayor's direction and will:~~
 1. Serve (along with the City Administrator) as the information liaison between the Council Members and City staff. Requests for information by Council Members may be directed to are to be directed to the City Council Administrative Officer, City Council staff or as otherwise permitted by the (or the City Administrator) Charter and Efficient Access Guidelines. The A Council Member may specify that the information requested will should request that information provided be copied to all Council Members so that each Council Member may be equally informed. There are limited restrictions when information cannot be provided (e.g. legal obligations not to release certain confidential information) and the Council Member will be informed if there is such a restriction.
 2. Present information to the Mayor and Administration and perform duties as liaison between the Office of the Mayor and City Council.
 3. Manage the Office of City Council to include office organization, staff supervision, duties and review of policies pertaining to Council Members.

VII. City Council Staff

- A. City Council staff are employees subject to the Mayor's direction and shall perform clerical services, including scheduling of appointments, receipt of telephone messages and word processing. Sensitivity to the workload of each staff member should be taken into consideration as Council staff is shared among eight (8) Council Members. Should requested tasks require significant time commitments, Council Members will consult with the Council Administrative Officer prior to making assignments. City Council staff is comprised of Legislative Aides ("Aides")

and a City Council Administrative Secretary. Aides are responsible for providing analytical and administrative support to Council Members. The assignment of Aides to Council Members is coordinated by the City Council Administrative Officer (~~“Administrative Officer”~~) who serves as supervisor to the Aides. Each Council Member may utilize their Aide in various ways to meet the needs of the particular constituency. The day-to-day support provided by Aides includes, but is not limited to, assisting with constituent correspondence, conducting research and producing written analysis for their Council Member, scheduling, attending meetings either with or on behalf of their Council Member, monitoring policies and initiatives relevant to their Council Member, and staff support for City Council Committee meetings. The City Council Administrative Secretary performs the daily office tasks, to include answering phone calls, relaying messages, letters of congratulations, welcome, condolences, welcoming visitors, ordering of supplies and other tasks as maybe assigned by the City Council Administrative Officer.

B. The Efficient Access Guidelines (see Appendix B) applies to Council Members when acting through their Aides.

C. Aides are expected to competently and independently manage a workload that may include competing demands and challenging deadlines. However, the City Council Administrative Officer will monitor each Aide’s workload and may address directions or assignments that appear unreasonable or outside the purview of an Aide’s responsibilities.

~~A. The Council staff will provide the following administrative support:~~

- ~~1. Scheduling~~
- ~~2. Ordering of supplies~~
- ~~3. Constituent responses~~
- ~~4. Letters of congratulations, welcome, condolences, etc.~~
- ~~5. Preparation and scheduling of presentations~~
- ~~6. Constituent services~~
- ~~7. Staff support for City Council Committee Meetings~~
- ~~8. Research~~
- ~~9. Drafting of documents~~

CHAPTER NINE

ROLE AND RELATIONSHIP WITH ADVISORY COMMITTEES

- I. Council Members shall not be appointed to City advisory boards or committees which conduct quasi-judicial hearings during their term of office as a Council Member. Council Members shall not be appointed to any board or committee that would cause the Council Member to violate the dual office holding provisions of State Law.
- II. Council Members shall not speak before any advisory board or commission of the City which conducts quasi-judicial hearings on any matter. There are a few exceptions which generally relate to a Council Member's personal application or business before a specific board or commission and which should be discussed with the City Attorney. Resolution 2013-527 is included in the Appendix.
- III. Council Members shall not discuss with any person any quasi-judicial or appeal matter which is pending before a City advisory board or commission because that matter may come before the City Council for action. Violation of this protocol may cause the Council Member to have to disqualify himself or herself from participating in the quasi-judicial matter or appeal proceedings before City Council. (See Chapter 18 on Quasi-Judicial matters).
- IV. Council Members in their capacity as private citizens should be careful in providing testimony in legislative or administrative matters pending before any non-City advisory board or commission. Where a Council Member elects to provide such testimony, the following rules shall apply:
 - A. The Council Member should declare at the outset and upon the record that the Council Member is present in his or her private capacity as an interested citizen and not on behalf or at the request of the City Council.
 - B. The Council Member should refrain from stating or implying that the Council Member's position or opinion is that of the City Council.
 - C. The Council Member shall observe any rules of procedure or protocol that apply to any other private citizen testifying before the advisory board.

CHAPTER TEN

CITY CREATED BOARDS, COMMISSIONS AND COMMITTEES

- I. Members of City created boards, commissions and committees (and other like bodies), except the Civil Service Board and Code Enforcement Board, are appointed by the Mayor and confirmed by City Council. An individual Council Member may provide information or express an opinion related to the appointment of any member of a board or commission of the City. § 4.05(f). Municipal Charter recommend interested individuals to the Mayor for appointment to such boards, commissions and committees.

- II. The members of the Civil Service Board and Code Enforcement Board are appointed by the City Council. The Mayor may recommend to the City Council the appointment of persons to the Civil Service Board and Code Enforcement Board.
- III. Council Members are authorized to sit on certain committees. Each January the Mayor will make appointments and City Council will confirm or reject the appointments. ~~Other appointments are governed by City Council resolution.~~ The composition of certain committees is governed by City Council resolution. Council Members may ~~be appointed to~~ serve on the following City Committees:
- A. Arts Advisory Committee. *Ch.5, City Code.*
 - B. City Beautiful Commission
 - C. Public Arts Commission. *Ch.5, City Code.*
 - D. Social Services Allocation Committee
 - E. CDBG Committee
 - F. Investment Oversight Committee. *Council Resolution provides that the Chair of the BFT Committee should be the Chair of the IOC.*
 - G. South St. Petersburg CRA Grant Review Committee

CHAPTER ELEVEN OUTSIDE BOARDS, COUNCILS, COMMISSIONS OR COMMITTEES

- I. The City Council is often requested to appoint (or recommend appointment of) City Council Members to serve on certain outside boards, councils, commissions or committees. This type of representation serves to facilitate communication and provide interaction with other governmental bodies. The City Council appoints members to some of these groups on an as-needed or as-requested basis. In some cases the Mayor is required by the enabling legislation of the outside entity to make a recommendation and City Council may need to confirm the recommendation.
- II. Each January, the Chair shall appoint the members to those outside entities which do not require the Mayor to make the appointment. The Chair shall strive to provide continuity of representation on each outside entity. Appointment to these entities shall be for one year or until a successor is appointed. Where allowed by the entity's enabling legislation, the Chair may appoint an alternate to attend outside boards, councils, commissions, or committees if the regular member is unable to attend a meeting of the entity.

III. Council Members participating in policy discussions at regional board meetings shall present the consensus of the City Council concerning regional issues before the board. However, Council Members who are members of regional boards are not bound to vote in favor of a position taken by the City Council and have a duty to vote in what they believe to be in the best interests of the region the board serves. Personal positions, when given, should be identified and will not be represented as the position of the City.

IV. If a Council Member has a concern that a Council Member who has been appointed to an entity is not performing their duties adequately (e.g., not attending meetings, not presenting the City Council's position, not voting in the region's best interest, etc.) then a request may be made to remove that Council Member from the entity. The procedure shall be that a Council Member shall place a written new business item on an agenda asking for a discussion concerning removal of the Council Member from the entity and identifying the specific concerns which lead to the conclusion that the Council Member is not performing their duties adequately. A discussion shall be scheduled at a time certain at a separate Council meeting to discuss this matter. After discussion, a motion may be made to remove the Council Member. If no motion is made, or being made, not seconded, the Council Member shall continue to serve the remainder of the term. If removed, the Chair shall appoint a new member to the entity.

V. Council Members serve on the following entities:

~~A. Metropolitan Planning Organization/Pinellas Planning Council~~

A. Forward Pinellas

B. Pinellas Suncoast Transit Authority (PSTA)

~~C. Career Source~~

~~D. C.~~ Tampa Bay Regional Planning Council

~~E. D.~~ Tampa Bay Estuary Program

~~F. E. Pinellas County Homeless Leadership Board~~ Alliance of Pinellas

~~G. Pinellas Schools Collaborative~~

F. School Transportation Safety Committee (Forward Pinellas)

~~H. Tourist Development Council~~

~~I. G.~~ Tampa Bay Water Board

~~J. H.~~ Tampa Bay Area Regional Transportation Authority (TBARTA)

I. Affordable Housing Advisory Committee (AHAC)

- VI. The City has also created two additional boards that are authorized by State Statute and that do not have Council Members on them.
- A. The St. Petersburg Housing Authority is a completely independently operating entity. The Mayor appoints, and City Council confirms, up to seven members (no member may be an officer or employee of the City) for this Authority. The City has no operational control over this Authority.
- B. The St. Petersburg Health Facilities Authority is a completely independently operating entity with the exception noted herein. The City has not funded the Authority to perform any powers except those related to the issuance of bonds for the benefit of the public in the provision of medical services in health care facilities. Pursuant to federal law, final approval of tax exempt bond issues must be made by City Council. The Mayor recommends, and City Council appoints, the five members of this Authority. Other than funding control (which includes providing staffing), the City has no operational control over this Authority.

CHAPTER TWELVE

SALARY, BENEFITS, TRAVEL EXPENSES

- I. The salary for the position of Council Member is presently (FY ~~2016~~ ~~\$42,742~~ 2021) ~~\$52,800~~ \$54,384 per year. This salary shall be adjusted at the beginning of each fiscal year by the same percentage as the general wage increase granted to administrative management employees of the City of St. Petersburg. Individual Council Members may opt out of any increase during their term by filing a written memorandum requesting same with the director in charge of adjusting salaries, which identifies how long this request shall be in effect (e.g. just this year's adjustment, during their entire term, etc.). Any Council Member may terminate this 'opt out' by written notice to the director in charge of adjusting salaries, the Council Member shall then be eligible for any adjustments available after the date of the notice.
- II. Council Members shall be eligible to participate in the 401-A retirement plan, deferred compensation plans, health insurance plans, and life insurance plans offered to administrative management employees of the City of St. Petersburg on the same basis as those benefits are available to such employees. Council Members are entitled, at the time they leave office, to participate in any retiree benefits allowed by City policy, currently health insurance, if they have at least five years of service on City Council and have reached the age of sixty as of the last day of their last term in office.
- III. The City budget includes appropriations for expenses necessary for City Council Members to undertake official City business. Funding provided includes memberships to professional organizations, attendance at educational seminars and conferences, and the purchase of office supplies and publications.

- IV. **Travel Expenses.** Each year in the City budget, the City Council may establish the budget to fund the official travel of Council Members. The Chair shall establish and promulgate a written policy regarding the allocation and use of City Council travel funds for official City travel. The policy shall be consistent with state law and the City Code where applicable. The current written travel policy is included in the Appendix.
- V. **Mileage Expenses.** Each year in the City budget, the City Council may establish the budget to fund the official mileage expense reimbursement for vehicular travel of Council Members. The policy shall be consistent with state law, City Administrative Policies for mileage reimbursement for City employees, and the City Code where applicable.

CHAPTER THIRTEEN CORRESPONDENCE, OFFICE EQUIPMENT, MEETING ROOMS

I. Office equipment

- A. To enhance Council Members' service to the community and their ability to communicate with staff and the public, the City provides meeting facilities and office equipment for the conduct of City business.
- B. The Department of Technology Services (DoTS) provides a laptop, tablet or similar device, at the request of Council Members, for official City use. DoTS will ensure that appropriate software is installed and will provide orientation on the use of computers and related software. Inasmuch as DoTS staff will maintain those computer applications related to City affairs, DoTS staff will not provide assistance for personal computer applications. Personal programs cannot be stored on City computers. Council Members must adhere to all policies under the City of St. Petersburg DoTS Policies.

II. Meeting rooms

- A. Use of Room 100 and the Community Resource rooms located in City Hall for meetings may be scheduled through the City Clerk's Office for use during normal business hours. Use of the City Council conference room during normal business hours may be scheduled through City Council staff. General meetings of organizations are not allowed in City facilities unless the organization follows the required policies and procedures to obtain a permit or use agreement, if such use is allowed and is held during normal business hours for the facility.

III. Correspondence

- A. **Mail deliveries**

Council Members receive volumes of mail and other materials that are delivered to City Council offices. Council Members are encouraged to check their mail often, including email. City staff will electronically forward information or personally deliver materials that are time sensitive to a Council Member's home or office when necessary.

B. Communication

1. Perhaps the most fundamental role of a Council Member is communication:
 - a. Communication with the public to assess community opinions and needs and to share the vision and goals of the City with constituents. It is extremely important to be accurate in all public statements and communications.
 - b. Communication with staff at City Council meetings to provide policy direction and to gain an understanding of the implications of various policy alternatives.
2. Because the City Council acts as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that Council Members be accurate when speaking for the City Council. Equally important, when Council Members are expressing personal views and not those of the City Council, the Council Member should advise the audience that the statements are personal views.

C. Correspondence

1. All written correspondence received in the Office of City Council will be opened, date stamped, scanned, logged and distributed to Council Members and made available as a public record.
 - a. Correspondence received via U.S. Postal mail will be stamped "ALL COUNCIL RECEIVED" if directed to all Council Members. The Chair will respond to ALL COUNCIL RECEIVED mailings as deemed appropriate.
 - b. Correspondence addressed to specific Council Members may be responded to by the individual Council Member through Council staff and a copy of all responses retained in the Office of City Council as a public record.
 - c. If a Council Member requests assistance from Administration in responding to a request, the Efficient Access Guidelines shall be followed.
2. Correspondence received via email will receive a response that 'it has been received and will be forwarded to all Council Members'.

3. All letters, memoranda and electronic communication (email, texts, tweets, etc.) involving City Council Members, the subject of which relates to the conduct of City government or the performance of any governmental function, with few exceptions as specifically set forth in the Public Records Law, are public records. Copies of such letters, memoranda, and electronic communication will be provided to the public or news media upon receipt of a public records request. Public records requests may be processed through the City Clerk in accordance with City policies.
4. Copies of such communications received at the Council office and by Council Members outside the Council office are public records. Failure to retain or disclose (or the destruction of) public records may subject the Council Member to criminal penalties (see Chapter 1). Council Members should provide copies of any public record received outside the Council office to staff so they can be retained and disclosed as required by law.
5. Council Members will be assigned a City email address for City business. Council Members should forward all emails to or from non-City email accounts, texts, tweets and all other electronic messages that pertain to City business to council@stpete.org ~~their~~ their City email address.
6. Email should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, email is a public record, is discoverable in litigation, and even deleted email is not necessarily removed from the City email system.
7. Council Members are discouraged from using City email for personal use. Emails include the City's "return address." The email addresses of the senders of all emails received by City Council are public records.
8. Council Members may be called upon to write letters to citizens, businesses, or other public agencies. Typically, the Chair is responsible for transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Individual Council Members may prepare letters for constituents in response to inquiries, or to provide requested information. City letterhead is available for this purpose, and Council staff can assist in the preparation of such correspondence.
 - a. On occasion Council Members may wish to correspond on an issue on which City Council has yet to take a position or about an issue for which the City Council has no position. In these circumstances, Council Members should clearly indicate that they are not speaking for the City Council as a whole, but for themselves as one Council Member. City letterhead and office support may be utilized in these circumstances.
 - b. Council Members may occasionally be asked to prepare letters of recommendation for students or others seeking employment or appointment. Council Members may utilize City letterhead and their

Council titles for such letters. Care should be taken in using City letterhead for these purposes so that the use may not be construed as a misuse of power.

- c. City letterhead and Council staff support cannot be utilized for personal or political purposes or to aid in any political campaign.

CHAPTER FOURTEEN STANDARD OF CONDUCT FOR COUNCIL MEMBERS ETHICS, GIFTS, VOTING CONFLICTS

** The following is **not** an exhaustive list of all standards of conduct and ethics rules and laws for Council Members. Council Members are responsible for complying with all such standards, laws and rules and all case law construing same. If you have a question regarding a standard of conduct or ethics rules and laws or the application of these standards, rules and laws to a specific factual situation, please consult the City Attorney's Office or your own private counsel for advice. Many of the standards, laws and rules set forth below also apply to candidates for City Council.

- I. **Code of ethics.** The code of ethics for public officers and employees set forth in Chapter 112, Florida Statutes, shall apply to all elected and appointed officers and employees of the City. *Sec. 3.07, City Charter.* Additionally, Section 22-23, City Code, relating to the employment of persons, is a part of this code of ethics. *Section 22-26, St. Petersburg City Code.*
 - A. **Required Training.** City Council members are required to complete a minimum of four (4) hours of ethics training each year. *Section 112.3142, Florida Statutes.* There is a check box on annual financial disclosure forms (see below) to certify that the required training has been completed.
 - B. **Penalty.** A Council Member determined to be in violation of the standard of conduct/code of ethics in the St. Petersburg City Code or Chapter 112, Florida Statutes, may be removed from office. *Sec. 3.04(c), City Charter and Section 22-24, St. Petersburg City Code.*
- II. **Voting conflicts; disclosure.** No Council Member shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the Council Member. *Section 112.3143(3), Florida Statutes.*
 - A. **Abstention.** Such Council Member shall, prior to the vote being taken, publicly state to the assembly the nature of the Council Member's interest in the matter from which he or she is abstaining from voting and, within fifteen (15) days after the

vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the City Clerk, who shall incorporate the memorandum in the minutes. *Section 112.3143(3), Florida Statutes.*

****The voting conflict and conflict of interest laws are some of the most complicated laws applicable to Council Members. To understand their effect on a Council Member's actions, it is suggested that Council Members discuss the law and potential conflicts with a private attorney or the City Attorney. It is imperative that Council Members identify in advance what their conflicts are. It is illegal to fail to declare a conflict of interest or to participate or otherwise be involved in discussions on issues or contracts where such an interest exists. Violations of the conflict of interest law may result in significant penalties, including criminal prosecutions.**

- B. **Quasi-judicial voting conflicts.** When a Council Member feels he or she may have a bias or prejudice for or against any of the parties participating in a quasi-judicial proceeding, that Council Member may abstain from voting on the quasi-judicial matter in order to assure a fair proceeding, for all parties, which is free from potential bias or prejudice. This is an exception to the normal conflict of interest provisions of state law. Section 286.012, Florida Statutes. Also see Quasi-judicial Chapter herein.

III. Gift law issues.

- A. **Gift solicitation prohibition.** Council Members are prohibited from soliciting any gift from a political committee, committee of continuous existence, or lobbyist (as defined below) or from a partner, firm, employer, or principal of a lobbyist. *Section 112.3148(3), Florida Statutes.* For purposes of the gift law, the term "lobbyist" means any natural person who, for compensation, seeks, or sought during the preceding twelve (12) months, to influence the governmental decision-making of City Council or the City, or seeks or sought during the preceding twelve (12) months, to encourage the passage, defeat, or modification of any proposal or recommendation by City Council or the City. *Section 112.3148(2)(b)1, Florida Statutes.* The term "lobbyist" is broadly construed by the Commission on Ethics and includes, but is not limited to, any person or entity who receives funds from the City or contracts with the City.
- B. **Gift acceptance prohibition.** Council Members are prohibited from directly or indirectly accepting a gift worth over \$100 from a lobbyist (as defined above), from a partner, firm, employer, or principal of the lobbyist, or from a political committee or committee of continuous existence. (However, a gift may be accepted by a Council Member on behalf of a governmental entity or charitable organization, provided the gift is promptly transferred to the intended entity or organization.) *Section 112.3148(4), Florida Statutes.*

- C. **Gift disclosure.** Council Members are required to file a Form 9 Quarterly Gift Disclosure on the last day of a calendar quarter (March 31, June 30, September 30 or December 31) for the previous calendar quarter during which a gift (non-prohibited gift) worth over \$100 was received (this means that the June 30 report is for the quarter ending March 31, etc.). A Form 9 need not be filed if no reportable gift was received during the prior calendar quarter. Gift Disclosure forms are public records. Failure to file required reports may result in financial fines and other penalties. Gifts from the City must also be reported. These would be things such as tickets the City receives as part of a contractual relationship (e.g. Rays, Grand Prix, Mahaffey Theater tickets, etc.).
- D. **Additional prohibition regarding solicitation or acceptance of gifts.** No Council Member shall solicit or accept anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the Council Member would be influenced thereby. *Section 112.313(2), Florida Statutes.*
- IV. **Financial disclosures.** Council Members are required to file a Statement of Financial Interests (Form 1) with the Pinellas County Supervisor of Elections annually (currently by July 1). *Section 112.3145(2)(b), Florida Statutes.* Council Members are also required to file a Full and Public Disclosure of Financial Interests (Form 6) annually with the Florida Commission on Ethics. *Section 2-79(b), St. Petersburg City Code; Section 112.3144, Florida Statutes.* Penalties are imposed for late filings.
- V. **Doing business with City Council.** No Council Member acting in his or her official capacity shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the City from any business entity of which the Council Member or the Council Member's spouse or child is an officer, partner, director, or proprietor or in which such Council Member or Council Member's spouse or child, or any combination of them, has a material interest. Nor shall a Council Member, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the City while he or she is acting as a Council Member. *Section 112.313(3), Florida Statutes.*
- VI. **Conflicting Employment or Contractual Relationship.** No Council Member shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the City; nor shall Council Member have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties. *Section 112.313(7), Florida Statutes.*
- VII. **Unauthorized compensation.** No Council Member or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such Council Member knows, or, with the exercise of reasonable care, should know, that it was given to

influence a vote or other action in which the Council Member was expected to participate in his or her official capacity. *Section 112.313(4), Florida Statutes.*

- VIII. **Salary and expenses.** No Council Member shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a Council Member, as provided by law. *Section 112.313(5), Florida Statutes.*
- IX. **Misuse of public position.** No Council Member shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. *Section 112.313(6), Florida Statutes.*
- X. **Disclosure or use of certain information.** A current or former Council Member may not disclose or use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity. This would include information learned in a closed session of City Council (e.g., labor negotiations, attorney/client closed sessions) and information communicated to a Council Member by staff other than in a public meeting. *Section 112.313(8), Florida Statutes.*
- XI. **Prohibition on lobbying by former Council Members.** A person who has been elected to City Council may not personally represent another person or entity for compensation before the City Council or its advisory committees for a period of two (2) years after vacating that office. *Section 112.313(14), Florida Statutes.*

CHAPTER FIFTEEN CHARTER POWERS AND RESTRICTIONS

- I. There shall be a City Council which shall be the governing body of the City with all legislative powers of the City vested therein consisting of eight (8) Council Members, one (1) to be elected from each of the eight (8) election districts of the City. *§ 3.01, Municipal Charter.*
- A. The City Council shall, upon adoption of the Charter, enact by ordinance a code of ethics for all elected and appointed officers and employees of the City which shall set standards of conduct equal to or stronger than the standards of conduct established by law. *§ 3.07, Municipal Charter.*
- B. City Council is governed by the ethics provisions of Chapter 112, Florida Statutes.
- II. There are restrictions on the ability of City Council to sell, donate or lease park and waterfront property as identified in the Charter. Some leases are allowed with the approval of six Council Members. Other leases, and sales and donations generally must be approved by a referendum.

~~II. Charter Restrictions on Council Powers~~

~~A. Neither the City Council nor any of its committees or any Council Members, individually or collectively, shall direct or request the appointment of anyone to, or removal from, office by the Mayor or any of the Mayor's subordinates, or in any manner, directly or indirectly, take part in the appointment or removal of any officer or employee or members of boards in the administrative service of the City. Violation of this provision is grounds for removal. Council Members are not prohibited from expressing their personal opinion concerning the hiring by the Mayor of any chief or administrator or higher management level employee. § 4.05(a), or the creation of any new position classified as management or professional non management. § 4.05 Municipal Charter.~~

~~This section does not prohibit any individual Council Member from expressing a personal opinion concerning the appointment or removal by the Mayor of any employee who works for City Council the City Council Office. If at a Council meeting or a Committee of the whole meeting, the City Council takes formal action to make a collective recommendation concerning the appointment or removal by the Mayor of any employee who works for City Council in the City Council Office and the Mayor does not follow that recommendation, the Mayor shall provide written justification to the City Council identifying the reasons for not following the recommendation within ten days of that decision. § 4.05(c) Municipal Charter.~~

~~B. Neither the City Council nor any Council Member shall give any orders to any subordinate or officer of the City, either publicly or privately, directly or indirectly. Violation of this provision is grounds for removal. § 4.05(a), Municipal Charter. (For further clarification, please see the memorandum from John C. Wolfe, City Attorney to Tish Elston, City Administrator, dated March 20, 2013, regarding Council Members Direct Contact with City Administration Staff, included in the Appendix)~~

~~C. There are restrictions on the ability of City Council to sell, donate or lease park and waterfront property as identified in the Charter. Some leases are allowed with the approval of six Council Members. Other leases, and sales and donations generally must be approved by a referendum.~~

III. Original Powers of City Council

- A. Approval of ordinances which are enforceable as local law.
- B. Approval of resolutions which are matters of an administrative nature relating to the business of the City.

IV. Additional Charter Powers of City Council

- A. To confirm (or deny confirmation of) the Mayor's appointees as City Clerk (§ 3.10, *Municipal Charter*), City Administrator (§ 3.11, *Municipal Charter*), ~~and~~ City Attorney (~~see~~ § 3.06~~4.04(e)~~, *Municipal Charter*) and City Council Administrative Officer (§ 3.15, *Municipal Charter*). These appointees remain in office unless and until removed as provided in the Charter or until they resign.
- ~~A.~~B. To fix the compensation of the Mayor. § 4.02, *Municipal Charter*.
- ~~B.~~C. To direct the examination and audit of the City's finances at least once a year by a certified public accountant and may direct a management evaluation of the administrative activities of the City by a professional consultant. § 4.05(~~g~~b)(1), *Municipal Charter*.
- ~~C.~~D. To request information in a form that presently exists and could be obtained by a public record request under Florida law of the Mayor or the Mayor's subordinates, subject to such reasonable regulations of use as City Council may prescribe by ordinance or resolution from time to time. § 4.05(~~g~~b)(2), *Municipal Charter*.
- ~~D.~~E. To request by majority vote a redistricting report at more frequent intervals if it is determined to be necessary (otherwise submitted to City Council within one year of receipt by the City of the results of the census conducted by the Federal Government). § 5.06(b), *Municipal Charter*.
- ~~E.~~F. To redistrict the City, in accordance with the provisions of the Charter, upon receiving a redistricting report from the Mayor and receiving a recommendation from the Citizens Redistricting Commission. § 5.06(d), *Municipal Charter*.
- ~~F.~~G. To make the determination as to the extent of the conflict (in the event two or more Charter amendments are placed on the same ballot at the same election with conflicting provisions and more than one such amendment is approved by the voters) and to approve the appropriate language resolving any such conflict through adoption of an ordinance which shall determine the final language to be incorporated into the City Charter. § 5.07, *Municipal Charter*.
- ~~G.~~H. To remove from office any Council Members or the Mayor for corruption, criminal misconduct, gross malfeasance in office, or for violation of the City Code of Ethics, after due written notice is delivered to the accused and the accused has an opportunity to be heard and defend against the accusations. The violation must ~~by~~ be shown by a preponderance of the substantial competent evidence. § 3.04(c), *Municipal Charter*.
- ~~H.~~I. To override the Mayor's veto of an ordinance by an affirmative vote of at least two-thirds of the entire membership of City Council, provided that the veto is overridden at any time prior to midnight on the fourteenth day after the day the Mayor exercises

the veto or prior to midnight on the day of the next City Council meeting after the exercise of the veto, whichever occurs last. § 3.05(d), *Municipal Charter*.

I.J. To override the Mayor's line item veto of a portion of a budget or appropriation ordinance by an affirmative vote of at least two-thirds of the entire membership of City Council, provided that the line item veto is overridden at any time prior to midnight on the fourteenth day after the day the Mayor exercises the veto or prior to midnight on the day of the next City Council meeting after the exercise of the veto, whichever occurs last, and provided that the total effect of all actions taken to override the vetoes of the Mayor do not cause expenditures to exceed revenues as projected and contained in the adopted budget. § 3.05(e), *Municipal Charter*.

I.K. To appoint a Special Assistant City Attorney to City Council - § 3.06, *Municipal Charter*.

1. City Council may appoint, without the Mayor's consent, one Assistant City Attorney, whose title shall be Special Assistant City Attorney to City Council.
2. The Special Assistant City Attorney to City Council shall (1) be responsible to City Council; (2) serve only in an advisory capacity and shall perform only such duties as are of a technical nature, including drafting of ordinances, legal research and providing advisory opinions; (3) perform other duties as requested by the City Attorney and approved by the City Council; and (4) be subject to termination by City Council.
3. The Special Assistant City Attorney to City Council shall not file suit or bring or defend any action in court on behalf of the City, City Council or the Mayor without the written authorization of the City Attorney. No action or opinion of the Special Assistant City Attorney to City Council shall be construed to be the official legal position of the City.
4. The Special Assistant City Attorney to City Council shall be an employee at will and may be terminated with or without cause at any time unless said attorney has a written contract with the City Council that specifically provides to the contrary. However, if such a contract provision does exist, the contract provision shall not be binding upon the City beyond the end of the term of the Council Member having the shortest remaining time in their term among the Council Members who were serving on City Council at the time the contract was approved. § 3.13, *Municipal Charter*.

V. **Additional Statutory Powers and Duties of City Council.** From time to time the State, in either the Constitution or more often by statute, may impose additional duties or powers on City Council. The following is not a comprehensive list.

- A. In each year, the governing body of each municipality shall adopt a budget by ordinance or resolution, unless otherwise specified in the Charter (the City Charter is silent on how to adopt a budget, but does provide City Council with certain veto powers). *Section 166.241(2), Florida Statutes.*
- B. Tax millages shall be fixed by ordinance or resolution of the governing body of each taxing authority. *Section 200.001(7), Florida Statutes.*
- C. The governing body of the City may create (and has created) a health facilities authority. *Section 154.207, Florida Statutes.*
- D. The governing body of the City may declare a need (and has declared a need) for a housing authority, thereby authorizing it to function in the City. *Section 421.04, Florida Statutes.*

CHAPTER SIXTEEN ELECTIONS, TERMS, VACANCIES, AND REMOVAL FROM OFFICE

I. Elections - § 3.02, Municipal Charter.

- A. Council Members shall be elected through nonpartisan primary and general elections held in odd-numbered years on the dates and in the manner provided in the Charter.
- B. Base year for elections for Council Members for districts 1, 3, 5, and 7 is 2003.
- C. Base year for elections for Council Members for districts 2, 4, 6, and 8 is 2005.
- D. Ties shall be decided by lot under the direction of the City Clerk. §§ 5.05(b), *Municipal Charter.*

II. Use of City resources in Election Campaign

- A. Public funds cannot be used for what amounts to a strictly private purpose. The use of any public funds to aide in the campaign of a person running for public office is considered a private purpose and thus, a prohibited expenditure. This means that no City equipment, City materials, City employees and any other City resources can be used for any campaign purposes whatsoever. Violations could constitute a misdemeanor.
- B. Candidates are prohibited from requiring, directing, commanding, coercing or attempting to require, direct, command or coerce any employee to participate in a campaign or contribute to that campaign. *Section 104.31, Florida Statutes.*

III. Terms

- A. Term of office for Council Members is approximately four (4) years, commencing ~~in~~ January ~~2nd~~ in the year following the election. §§ 3.02 and 5.05(e), *Municipal Charter*. If the first Thursday in January is January 1, the Council Member shall take office on the second Thursday in January. Otherwise, the Council Member shall take office on the first Thursday in January.
- B. No person who has, or but for resignation or removal would have, served as Council Member for two (2) full successive terms of office shall be elected to serve as a Council Member for the succeeding term. § 3.08, *Municipal Charter*.

IV. Vacancies.

- A. Vacancies on the City Council caused by death, resignation, refusal to serve, removal, the moving of a Council Member from the electoral district from which the Council Member is elected, or for any other reason, shall be filled by an appointment made by a majority of the remaining Council Members within forty-five (45) days after the vacancy occurs. § 3.04(a)(1), *Municipal Charter*.
- B. The appointee appointed by City Council must be a resident of the district in which the vacancy occurs and must have and possess all the qualifications required for elected Council Members. § 3.04(a)(1), *Municipal Charter*.
- C. The election to replace an appointed Council Member shall take place at the next primary and general election. § 3.04(a)(1), *Municipal Charter*.
- D. Extraordinary vacancies. § 3.04(b), *Municipal Charter*.
 - 1. If all Council Members are removed by death, disability or forfeiture of office, the governor shall appoint an interim City Council that shall call a special election to fill all City Council positions.
 - 2. If three or more vacancies occur simultaneously on City Council, the remaining Council Members shall within fifteen (15) days call a special election to fill the vacant City Council positions.

V. Removal from office. § 3.04(c), *Municipal Charter*.

- A. Council Members may be removed by the City Council for corruption, criminal misconduct, gross malfeasance in office, or for violation of the City Code of Ethics.
- B. The accused Council Member must receive due written notice of the accusations and must have an opportunity to be heard and defend against such accusations.

- C. The written notice to the accused must be approved by two-thirds of the existing membership of City Council that is eligible to vote on the matter.
- D. After the written notice is delivered, City Council shall have the authority to suspend a Council Member pending the disposition of charges for removal if such suspension is approved by an affirmative vote of no less than two-thirds of the existing City Council membership that is eligible to vote on the matter.
- E. The final hearing for removal must take place and a decision be rendered within ninety (90) days after receipt by the accused of the written notice.
- F. If there is an affirmative vote by at least two-thirds of the existing City Council membership that is eligible to vote on the matter that the preponderance of the substantial competent evidence presented at the final hearing supports the charges, the accused Council Member may be removed from office.
- G. During any hearing regarding suspension or removal, the accused Council Member shall have the right to present evidence and testimony and to cross-examine witnesses.

CHAPTER SEVENTEEN CLOSED SESSIONS

- I. Pursuant to the Sunshine Law, the City Council is allowed to have closed meetings for the purpose of discussing pending litigation currently before the court (sometimes referred to as 'shade' meetings).
 - A. These meetings may only be for limited purposes (currently settlement negotiations or strategy sessions related to litigation expenditures).
 - B. The meeting must initially be announced at a public meeting.
 - C. Only elected officials, the City Attorney, Assistant City Attorneys and outside counsel may attend.
 - D. The meeting must be recorded by a court reporter. The transcript of the meeting shall become a public record when the litigation is concluded.
 - E. There are numerous other technical requirements that must be followed in order to legally conduct this type meeting.

- II. Pursuant to the Sunshine Law, the City Council is allowed to have closed meetings for the purpose of discussing matters that would reveal a security plan or portion thereof which has been made confidential by Section 119.071, Florida Statutes.
- III. Pursuant to Section 447.605, Florida Statutes, the City Council is allowed to have closed meetings for the purpose of having discussions with the Mayor, his staff and the City Attorney relative to collective bargaining.
- IV. A Council Member may not disclose any information provided during a closed meeting or the content of discussions conducted during a closed meeting, or use information gained during these closed meetings for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity. (*See Chapter 14, Standard of Conduct*).

CHAPTER EIGHTEEN QUASI-JUDICIAL MATTERS

- I. Quasi-judicial matters are required to meet certain specific legal requirements for validity. Specifically, the law requires that since quasi-judicial matters are very similar to judicial cases, that similar levels of due process are required to protect the rights of the parties involved.
 - A. Quasi-judicial matters are generally applications (or appeals of decisions on applications made by a City advisory committee) which allow a party to do something if the application meets the criteria set forth in the City Code.
 - B. Parties are entitled to receive fundamental fairness in the hearing concerning their application.
 - C. Parties are entitled to notice of the meeting at which the application will be heard.
 - D. Parties are entitled to an opportunity to be heard at the meeting.
 - E. Parties are entitled to present evidence at the meeting (written or oral).
 - F. Parties are entitled to unbiased decisionmakers (Council Members). Council Members who feel they have a potential bias or prejudice for or against any party participating in the proceeding are allowed to abstain, even though present, in order to insure a fair proceeding free from potential bias or prejudice. This is an exception to the normal conflict of interest provisions of state law. *Section 286.012, Florida Statutes*.
 - G. Council Members must make their decision based only on the evidence presented in the public hearing. No ex parte communications are allowed to be had by any Council Member and Council Members shall not conduct their own ‘investigation’

of the application. Site visits are discouraged because that provides for gathering evidence that is not present in the hearing.

- H. If any ex parte communication accidentally occurs, or any evidence is acquired outside the public hearing, the Council Member must disclose in the public hearing and on the record the time and date, the substance of the communication, who provided the communication and any other pertinent information. This disclosure does not necessarily solve the problem, because the decision may still be challenged and overturned solely based on the fact that the ex parte communication occurred. The best solution to remove the potential bias or prejudice created may be abstention (see subsection F. above).
 - I. Parties are entitled to receive procedural due process. This means that, among other things, quasi-judicial items that must be approved by ordinance (e.g. historic designation, zoning changes) cannot be denied at first reading. The public hearing must be held to hear and receive evidence.
 - J. Parties are entitled to a decision based on substantial competent evidence presented at the quasi-judicial hearing, not a decision based on how many people support or oppose the application.
 - K. Parties are entitled to have the correct requirements of the law applied to their application.
 - L. If the application meets the requirements of the law, parties are entitled to have their application approved.
- II. The following procedures should be followed for quasi-judicial proceedings unless circumstances necessitate different procedures. The City Attorney should be consulted prior to any change.
- A. Anyone wishing to speak must fill out a speaker's card (currently yellow) and present the card to the City Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.
 - B. At any time during the proceeding, Council Members may ask questions of any speaker or party. The time consumed by Council Member questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications being heard, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council

Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.

- C. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
 - 1. Presentation by City Administration.
 - 2. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. In connection with land use and zoning ordinances where the City is the applicant, the Property Owner(s) shall be given the time normally reserved for the Applicant/Appellant, unless the Property Owner is the Appellant.
 - 3. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.
 - 4. If the Property Owner is neither the Applicant nor the Appellant, they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last in each part of these procedures so that they have the opportunity to address what all the interested parties have presented.
- D. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.
- E. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the City Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).

1. Cross examination by Opponents.
 2. Cross examination by City Administration.
 3. Cross examination by Appellant followed by Applicant, if different.
- Note: Cross examination may be waived by any party.

F. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.

1. Rebuttal by Opponents.
 2. Rebuttal by City Administration.
 3. Rebuttal by Appellant followed by the Applicant, if different.
- Note: Rebuttal may be waived by any party.

CHAPTER NINETEEN CITY TELEVISION

- I. The City operates television origination and transmission facilities which include a cable television channel for the primary purpose of providing information related to the functioning of the City government. Through these facilities the City presents unedited coverage of City Council meetings and other meetings where activities and issues are discussed and decided that affect the citizens of the City. The City also presents information related to City projects, programs and activities which may be of interest to the public. The City may also offer other types of programming which the City deems to be of interest to the persons residing in the area served by the cable channel. *Section 2-487(a), St. Petersburg City Code.*
- II. Currently, all City Council meetings are televised. Also currently televised are Committee of the Whole meetings, ~~workshops~~, Budget, Finance and Tax Committee meetings, Public Safety and Infrastructure Committee meetings, Housing, Land Use and Transportation Committee meetings, Youth and Family Services Committee meetings, ~~Youth Services~~ Legislative Affairs and Intergovernmental Relations Committee meetings, Cosponsored Events Committee meetings, and Health, Energy, ~~Natural Resources~~ Resilience and Sustainability Committee meetings. The meetings ~~and workshops~~ that are televised may change from time to time.
- III. This television station is not a public forum. The goal of the City in operating this television facility is to televise only that programming which the City deems to be in the public interest. *Section 2-487(b), St. Petersburg City Code.*
- IV. No City public meeting cablecast shall be edited or subjected to editorial comments. Such meeting coverage shall be from gavel to gavel. *Section 2-491, St. Petersburg City Code.*

- V. Political debates between qualified candidates for the offices of Mayor and City Council must be held prior to each contested primary and each contested general election. The debates shall be televised on the City's government access channel and shall be open to the public. All qualified candidates for such offices will have the opportunity to participate in the debates. *Section 2-494(b), St. Petersburg City Code.* City Council shall choose an impartial third party to conduct and facilitate the debates and shall determine the time, date and location for the debates by resolution. If no impartial facilitator is available then the debate shall not take place.

CHAPTER TWENTY WEEKI WACHEE PROCESS

- I. The City Charter restricts the sale of waterfront property without approval by referendum. In 1940 the City purchased an area of Hernando County known as Weeki Wachee Springs. A portion of this land lay west of U.S. 19 and the remainder lay to the east of U.S. 19. The Charter designated the westerly portion as waterfront property. In 1999, the voters authorized the City to sell the waterfront portion but limited the use of the proceeds to parks, recreation, beautification, and preservation purposes. Both portions were sold and the funds placed into a special fund. Expenditures are limited to these four purposes and by ordinance must follow a certain procedure and have additional limitations. The portion of the fund attributed to the easterly portion of the property (which was not restricted by the referendum) is restricted by ordinance to the same four purposes as the waterfront portion. An ordinance amendment is required to use this portion of the fund for other purposes.
- II. Chapter 21, City Code, contains the procedures for expending money from the Weeki Wachee Fund. To initiate an expenditure from the fund:
- A. A proposed project must be formally recommended in writing to City Council by the Mayor or a Council Member (usually as a new business item). Recommendations should include an estimated total cost or a request to the Administration to prepare an estimated total cost.
 - B. City Council would refer the proposed project to the BFT Committee to make a recommendation to City Council as to whether to place the project on the 'project list.'
 - C. Project selection and fund allocation shall be undertaken by a Committee of the Whole which may make a recommendation to City Council.
 - D. City Council will consider the recommendation, if one is made, at a City Council meeting.

- E. Recommendations may be made to fund phases of the project and the failure to approve a recommendation of the COW shall not cause the project to be removed from the project list.
- III. There are a number of procedural limitations and substantive restrictions on the use of Weeki Wachee Funds which are too numerous to address here, but which are addressed during the process. The Weeki Wachee Fund Procedures Allocation & Project Selection document, which provides more detail on the process, is included in the Appendix.

CHAPTER TWENTY ONE COMMUNITY REDEVELOPMENT AGENCY

- I. City Council sits as St. Petersburg's Community Redevelopment Agency (Agency) for each of the four current (2016) community redevelopment areas (CRAs) created under the authority of Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III, Florida Statutes). These CRAs and the adoption years of their plans are Intown (1982), Bayboro Harbor (1986), Intown West (1990) and South St. Petersburg (2014). Each CRA expires on a specific date.

Pinellas County must approve all Community Redevelopment Plans (CRPs) and tax increment financing areas, and has required City Council to serve as the Agency when it has delegated redevelopment authority to the City for each of the CRAs. All of the CRAs have redevelopment trust funds that receive tax increment finance (TIF) revenues. TIF revenues are based on the increase in property tax revenues in the CRA (after a base year is established at its inception) and must be spent on public improvement projects in the CRA in which they are generated. Additionally, the South St. Petersburg CRA has a Citizens Advisory Committee (CAC) of nine members, six of whom are selected by the Mayor and confirmed by City Council, and three of whom are selected by the Pinellas County Board of County Commissioners. The CAC provides advisory opinions to the Agency on CRA budgets and programs, TIF expenditures, and amendments to the CRP.

- A. Creation of a New Community Redevelopment Area and Plan. *Section 163.360, Florida Statutes.*
 - 1. City Council makes a finding of necessity based on evidence presented, establishes a new CRA, and designates itself as the Agency.
 - 2. Agency requests Administration to initiate preparation of CRP for the CRA.
 - 3. Administration prepares CRP that meets the data and substance requirements of the Community Redevelopment Act. (Sec. 163.362, Florida Statutes). The draft CRP may also include creating a tax increment financing (TIF) district, establishing a redevelopment trust fund and drafting an Interlocal Agreement with Pinellas County, if necessary.

4. The Local Planning Agency (currently the Community Planning and Preservation Commission) reviews the CRP for consistency with the City's comprehensive plan.
5. Agency makes a recommendation to City Council on CRP, which may include action on a TIF district, redevelopment trust fund and Interlocal Agreement.
6. City Council takes action on CRP, which may include action on a TIF district, redevelopment trust fund and Interlocal Agreement
7. The CRP, and other instruments as necessary, are transmitted to Pinellas County for approval.

B. Modifications to Existing Community Redevelopment Plans *Section 163.361, Florida Statutes.*

1. Administration prepares modifications to the CRP that meet the data and substance requirements of the Community Redevelopment Act.
2. The Local Planning Agency reviews CRP modification for consistency with the City's comprehensive plan.
3. Agency makes recommendation to City Council on CRP modification, which may include action on a TIF district, redevelopment trust fund and Interlocal Agreement.
4. City Council takes action on the CRP modification, which may include action on a TIF district, redevelopment trust fund and Interlocal Agreement.
5. The CRP modification, and other instruments as necessary, are transmitted to Pinellas County for approval.

C. Disposal of Land acquired for community redevelopment purposes. *Section 163.380, Florida Statutes.*

1. Administration prepares staff report and disposition agreement after proposal meets the competitive disposition, notification and other requirements of the Community Redevelopment Act.
2. Agency makes recommendation to City Council on property disposition.
3. City Council takes action on property disposition.

D. Meetings.

1. Regular meetings of the Agency shall be held on the same days as regular City Council meetings, if there are CRA items on the agenda.
2. Regular meetings shall begin at the same time as the City Council meeting held on that day, however, if there are CRA items on the agenda, the starting time of the Agency meeting may be delayed so City Council may finish all

or part of its agenda. The City Council shall recess its meeting and then shall convene as the Agency in order to hear CRA items on the agenda.

3. Administration may schedule Agency items on the Agency agenda by following the requirements for placing items on the Council agenda.
4. Agenda review shall begin at the same time as the City Council agenda reviews if there are CRA items on the agenda.

E. Administrative matters.

1. The Mayor is designated as the Executive Director of the Agency.
2. The Executive Director may utilize City staff to provide the services necessary for the operation of the Agency. City staff which is utilized by the Executive Director for Agency purposes are hereby designated to be Agency staff when acting in that capacity.
3. The City Clerk and City Attorney, and their designees including bond counsel, are hereby designated to be the Agency clerk and attorney when acting in that capacity.

F. Review of Development Projects within CRAs.

1. City staff reviews building permits and/or site plans and transmits applications that are within a CRA to Agency staff for review for compliance with the CRP.
2. Agency staff prepares a staff report reviewing the compliance of the application with the CRP.
3. Agency staff determines construction cost of development application.
 - a. Applications with an estimated total construction cost less than \$1 million are reviewed and approved, conditioned or rejected by Agency staff. If such applications present new or unusual circumstances, staff may forward the application to the Agency for review. Appeals of decisions of the Agency staff may be made to the Agency by following the procedures for appeals set forth in Sec. 16.70 of the City Code.
 - b. Applications with an estimated total construction cost \$1 million or greater are reviewed and approved, conditioned or rejected by the Agency at a public meeting. No public hearing is required.
4. Approvals are valid for the period of time consistent with the time frames of the accompanying City approvals unless the Agency specifies a different period of time. When an accompanying City approval receives an extension from the City for that approval, then the Agency or Agency staff approval

shall be automatically extended to be consistent with the City approval extension.

CHAPTER TWENTY TWO MONTHLY REPORTS TO CITY COUNCIL

Recognizing the authority of City Council to approve and condition the approval of contracts and amend the Procurement Code, City Council and City Administration have agreed to the following:

- I. **Purchasing Reports.** City staff will provide City Council with a monthly report listing all purchases during the previous month from that exceed \$10,000 to \$100,000 but do not require City Council approval pursuant to the Procurement Code. ~~during the previous month.~~
- II. **Consultant Reports.** City staff will provide City Council with a monthly report listing all draft and final reports (including technical memoranda) received from consultants during the prior month pursuant to architect/engineering agreements (both single project agreements and continuing contracts) and construction manager agreements. City Council members may request a copy of any or all reports. ~~This monthly report to City Council shall be in addition to Sewer Reports given during City Council meetings.~~ Upon request by City Council, City staff shall address specific reports, or topics contained therein, at appropriate City Council committee meetings.

CHAPTER TWENTY THREE MISCELLANEOUS

- I. **Local ballot measures (referenda).** At times, referendum questions may be placed on the ballot which may affect City policy. There are restrictions regarding what actions the City may take on such ballot measures. Specifically, state statutes prohibit the City from using or expending public funds, including using its personnel, equipment, materials, buildings, or other resources, to influence the outcome of elections. The City may distribute informational reports or pamphlets for the purpose of informing the public of the facts of an issue. *Section 106.113, Florida Statutes.*
- II. **Amendments to this Manual.**
 - A. City Council shall have the authority to amend or modify the policies and procedures established in this Manual by resolution unless the policy or procedure is required by law or the Charter. Failure of the City Council to follow the policies or procedures which are not required by law or the Charter shall not invalidate or otherwise affect any action of the City Council.
 - B. Changes in the law which would require amendment of this Manual shall be made by written memorandum from the City Attorney specifically providing the

amended language and identifying the reason for the change. No City Council action is necessary for a change caused by changes in the law because any law in conflict with any portion of this Manual automatically supersedes the provisions of this Manual.

- C. When an Appendix document that did not require City Council approval is amended or revised, it may be appended to this Manual and replace the prior Appendix document without further action of City Council. Appendix documents that initially required City Council approval shall not be replaced with amended or revised documents unless City Council has approved the amended or revised documents.
- D. During the Committee of the Whole to discuss the calendar for the following year, City Council shall schedule a meeting to review the Manual for any updates or other amendments that are necessary or appropriate.

CHAPTER TWENTY FOUR FUNDING REQUESTS

To request City funding in the amount of \$10,000 or more outside of established grant procedures or annual budget requests, non-profits must demonstrate an emergent need for a well-designed project to benefit St. Petersburg citizens. The following procedure must be followed in order for a project to be considered.

- I. A Council Member or the Mayor must submit a written request to City Council to refer a project to a Council committee for consideration. The request must include a project summary and rationale of urgency. A request from a Council Member must include whether or not the Mayor is in support of the request.
- II. Once a project has been scheduled for a committee meeting, the back-up for the committee meeting must include a cost estimate, a proposed source of funding, project objectives, clearly defined outcomes and records of past performance, and a demonstration of attempts to secure other funding.
- III. Committee members will use the Emerging Needs Funding Evaluation Rubric to aid in the analysis of projects and to assist in determining whether a project will be funded. Projects must earn a minimum average score of 23 on the Emergent Needs Funding Evaluation Rubric to receive funding.
- IV. City Council shall consider and take formal action on a project recommended by a committee within thirty days.