

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**June 16, 2022
1:30 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: 967 5023 0777#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/96750230777>

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

1. [Proclamation Honoring Juneteenth](#)

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

Setting July 7, 2022 as the public hearing date for the following proposed Ordinance(s):

1. [Ordinance 751-L of the City of St. Petersburg, Florida amending Section 16.06.010.1.D. of the City Code for the sole-purpose of providing an updated cross-reference; and providing an effective date.](#)

F. Reports

1. [Phyllis Wheatley Rise to Read Campaign’s Juneteenth Presentation](#)
2. [Accepting a bid and approving the award of a contract to Kamminga & Roodvoets, Inc. for the West Central Avenue Watermain Replacement and Streetscape project for a total contract amount of \\$10,889,401.98; Authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of \\$3,056,802 from the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund \(3027\), partially resulting from an increase in investment earnings and savings resulting from the timing of a Street Reconstruction Project on 62nd Avenue North, to the West Central Avenue Streetscape Project \(15640\) \(ECID Project Nos. 17098-111 and 17098-119; Oracle Nos. 16638 and 15640\); and providing an effective date.](#)

3. [A Resolution approving the Second Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price \(“GMP”\) between the City of St. Petersburg, Florida and Wharton-Smith, Inc. \(“Wharton-Smith”\) dated June 8, 2021, as amended, for Wharton-Smith to conducts early procurement of materials in advance of construction in an amount not to exceed \\$23,310,627.36, which amount is a portion of the GMP for the Northeast Water Reclamation Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date. \(ECID Project No. 20065-111; Oracle Nos. 17666, 16384, 16382 and 18298\)](#)
4. [Cross Bay Ferry Update](#)

G. New Business

1. [Respectfully requesting a referral to the Housing, Land Use and Transportation \(HLUT\) committee, or other relevant committee, a discussion regarding the creation of community eviction standards for City-owned housing and City-subsidized housing. \(Councilmember Floyd\)](#)
2. [Respectfully requesting a referral to the Housing, Land Use and Transportation \(HLUT\) committee, or other relevant committee, to discuss a requirement that a percentage of rental units be reserved for voucher holders in City-subsidized housing. \(Councilmember Floyd\)](#)
3. [Respectfully requesting a referral to a Committee of the Whole, or other relevant committee, to discuss potential revisions and necessary updates to Resolution 2013-527 \(conflict resolution\). \(Councilmember Hanewicz\)](#)

H. Council Committee Reports

1. [June 9, 2022 Budget, Finance, & Taxation Committee - Action Item](#)
 - (a) Respectfully requesting City Council approval of a resolution authorizing the Mayor or his designee to advertise the draft FY 2022/23 Annual Action Plan and to execute all other documents necessary to effectuate the resolution. (Council Chair Driscoll)
2. [May 26, 2022 Public Services & Infrastructure Committee - Action Item](#)
 - (a) Respectfully requesting approval of a resolution to amend Chapter 18 of the City Council Policy and Procedures manual regarding Quasi-Judicial Procedures to effectuate the changes presented at the May 26, 2022 PS&I committee meeting. (Councilmember Montanari)

I. Legal

1. [A resolution approving the settlement of the claim of Sandra Bentil against the City of St. Petersburg and providing an effective date.](#)

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. [Confirming Preliminary Assessment for Building Securing Number LCA 1636](#)
2. [Confirming Preliminary Assessment for Building Demolition Number DM0 494](#)
3. [Ordinance 1141-V approving a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast. \(City File No.: DRC 21-330000018\)](#)
4. [Appeal of the Approval of a Minor Easement Permit to allow reconstruction of an existing driveway which is partially located within the Serpentine Circle S. Right of Way, for the property located at 2166 Blossom Way S. \(City Minor Easement No. 22-272-ME\)](#)

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
6/16/2022

1. City Council Convenes as Community Redevelopment Agency.
2. [Resolution of the St. Petersburg Community Redevelopment Agency \(CRA\) finding the 18-story building with 36-dwelling units, located at the southwest corner of 4th Avenue North and 1st Street North consistent with the Intown Redevelopment Plan; and providing an effective date. \(City File IRP 22-2A\)](#)
3. [Resolution of the St. Petersburg Community Redevelopment Agency \(CRA\) finding the 5-story building with 40-dwelling units, located at 610 3rd Avenue South, and 317 and 325 6th Street South consistent with the Intown Redevelopment Plan; and providing an effective date. \(City File IRP 22-1A\)](#)
4. Adjourn Community Redevelopment Agency.

CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A June 16, 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 an increase in allocation for heating, ventilation and air conditioning \(HVAC\), Maintenance and Repair Service, City-Wide with Air Mechanical & Service Corp. in the amount of \\$750,000, for a total contract amount of \\$6,586,900.](#)
2. [Approving the renewal of a three-year blanket agreement for wastewater odor control services with Premier Magnesia, LLC., a sole source provider, for an estimated annual amount of \\$550,000 for a total contract amount of \\$2,083,000.](#)
3. [Approving an increase in allocation for roof repair services with Gulf States Industries, Inc., McMullen Roofing, Inc., Precision Roofing Solutions, Inc., RMS Orlando, Inc., and Tarheel Roofing, Inc., in the amount of \\$350,000, for a total contract amount of \\$950,000.](#)
4. [Approving an increase in allocation with FS Depot, LLC., a sole source vendor, for street sweeper repair and maintenance parts, for the Fleet Management Department, in the amount of \\$300,000, for a total agreement amount of \\$800,000.](#)
5. [Approving the renewal of a blanket purchase agreement with Pinellas County Schools Food and Nutrition Department, for the after-school snack program for the Parks and Recreation Department, at an estimated annual cost of \\$239,500, for a total contract amount of \\$668,500.](#)

(City Development)

(Leisure Services)

(Public Works)

(Appointments)

(Miscellaneous)



**Consent Agenda B
June 16, 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 an annual blanket purchase agreement with All-Kleen/ Clean Sweep Floor Care, L.L.C. for custodial and event support services at Sunken Gardens and the Coliseum, at an estimated annual cost of \\$96,000, for a total contract amount of \\$439,000.](#)
2. [Accepting a bid from D-Mar General Contracting & Development Inc., for the Environmental Studies Area Restroom Renovation project at the Boyd Hill Nature Preserve, in the amount of \\$378,490. \(Engineering Project No. 15205-117; Oracle No. 14650\)](#)
3. [Accepting a proposal from WSG & Solutions Inc., a sole source supplier, for two replacement grit washers at the Southwest Water Reclamation Facility \(SWWRF\), for the Water Resources Department, for a total cost of \\$261,765.](#)
4. [Accepting a proposal from Eutek Systems Inc., a sole source supplier, for two replacement Grit King grit removal units at the Southwest Water Reclamation Facility \(SWWRF\), for the Water Resources Department, for a total cost of \\$249,000.](#)
5. [Approving the renewal of a one-year blanket purchase agreement with Steven E. O’Neal, PhD P.A., for a total contract amount of \\$125,490.](#)
6. [Approving the purchase of uninterrupted power supply repair services from Vertiv Corporations for the Police Department, at a total cost of \\$18,865.](#)

(City Development)

7. [A resolution approving a supplemental appropriation in the amount of \\$59,600 from the unappropriated balance of the Sunken Gardens Operating Fund \(1207\) to the Enterprise Facilities Department, Sunken Gardens Operations Division \(282-2461\) to provide the necessary funding for the installation of Foreverlawn on the North Lawn Area of Sunken Gardens; and providing an effective date.](#)
8. [Authorizing the Mayor, or his designee, to execute a thirty \(30\) month Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four \(4\) Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg for an aggregate rent of \\$30.00. Requires affirmative vote of at least six \(6\) members of City Council.](#)

9. Authorizing the Mayor, or his designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, for a period of thirty-six (36) months at an aggregate fee of \$36.00.
10. Authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of thirty-six (36) months at an aggregate rent of \$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.
11. Authorizing the Mayor, or his designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of \$36.00 for the entire term, plus an additional fee of \$700.00 per month for water and electrical usage; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.
12. A resolution concerning an agreement with Kurt Spitzer and Associates, Inc., for consulting services related to redistricting of city council districts based on demographic data from the 2020 decennial census that waives certain provisions of the Procurement Code to the extent necessary to allow the Mayor (or his designee) to execute that agreement.
13. A resolution concerning the City’s Agreement with Sports and Properties, Inc., for Naming Rights Consulting Services related to the City’s Municipal Pier District; approving a Third Amendment to that Agreement to extend the term through June 30, 2023, clarify existing provisions, and incorporate provisions required under Florida law, with the cost of that extension not to exceed \$65,000, resulting in a new total contract price not to exceed \$163,000; authorizing execution of that amendment; and providing an effective date.

(Leisure Services)

14. A resolution approving a contract between the City of St. Petersburg, Florida ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that provides for child care services for qualified families for a period commencing July 1, 2022 and ending June 30, 2023; authorizing the Mayor or his designee to execute the Contract or, in the alternative, electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the contract is approved by the City Attorneys Office prior to submission; and providing an effective date.

(Public Works)

15. A resolution authorizing the Mayor or his designee to execute Task Order No. 20-03-WSP/M(S) to the Agreement between the City of St. Petersburg, Florida and WSP USA Inc. ("A/E") for A/E to develop a Master Plan for the Grand Central District generally located between the 1st Avenues from 16th to 31st Streets in the amount of \$177,954.10;

approving transfers in the amount of \$149,801 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104), and \$28,154 from the unappropriated balance of the Intown West City Portion Tax Increment District Fund (1102), to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of \$177,955 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfers, to the Grand Central Improvements Project (19024); and providing an effective date.

(Appointments)

16. A Resolution confirming the appointment of Kiona Singleton as a Regular Member and Kristin Morico as an Alternative Member to the Development Review Commission; and providing an effective date.

(Miscellaneous)

17. A Resolution Amending City Council Resolutions No. 2017-541 and no. 2019-558 to increase the Neighborhood Stabilization Program (NSP) maximum loan amount from \$150,000 to \$250,000 and to eliminate the minimum developer contribution requirement; providing that all other provisions of Resolutions No. 2017-541 and No. 2019-558 not amended herein shall remain in full force and effect; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.
18. Committee of the Whole Meeting Minutes (4/7/2022)
19. A Resolution approving the plat of Driftwood on Central, located at 2845 and 2855 Central Avenue; setting forth conditions; and providing an effective date. (City File No.: DRC 20-20000017)
20. Budget, Finance and Taxation Committee Meeting Minutes (5/26/2022)

MEETING AGENDA

CITY OF ST. PETERSBURG

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

CRA/Agenda Review

Thursday, July 7, 2022, 8:30 a.m., Conference Room 100

City Council Meeting

Thursday, July 7, 2022, 9:00 a.m., City Council Chambers

CITY OF ST. PETERSBURG

Board and Commission Vacancies



Civil Services 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: Proclamation Honoring Juneteenth
Please scroll down to view the backup material.



D-1

CITY COUNCIL AGENDA

Presentation Item

DATE: June 10, 2022

TO: The Honorable Members of City Council

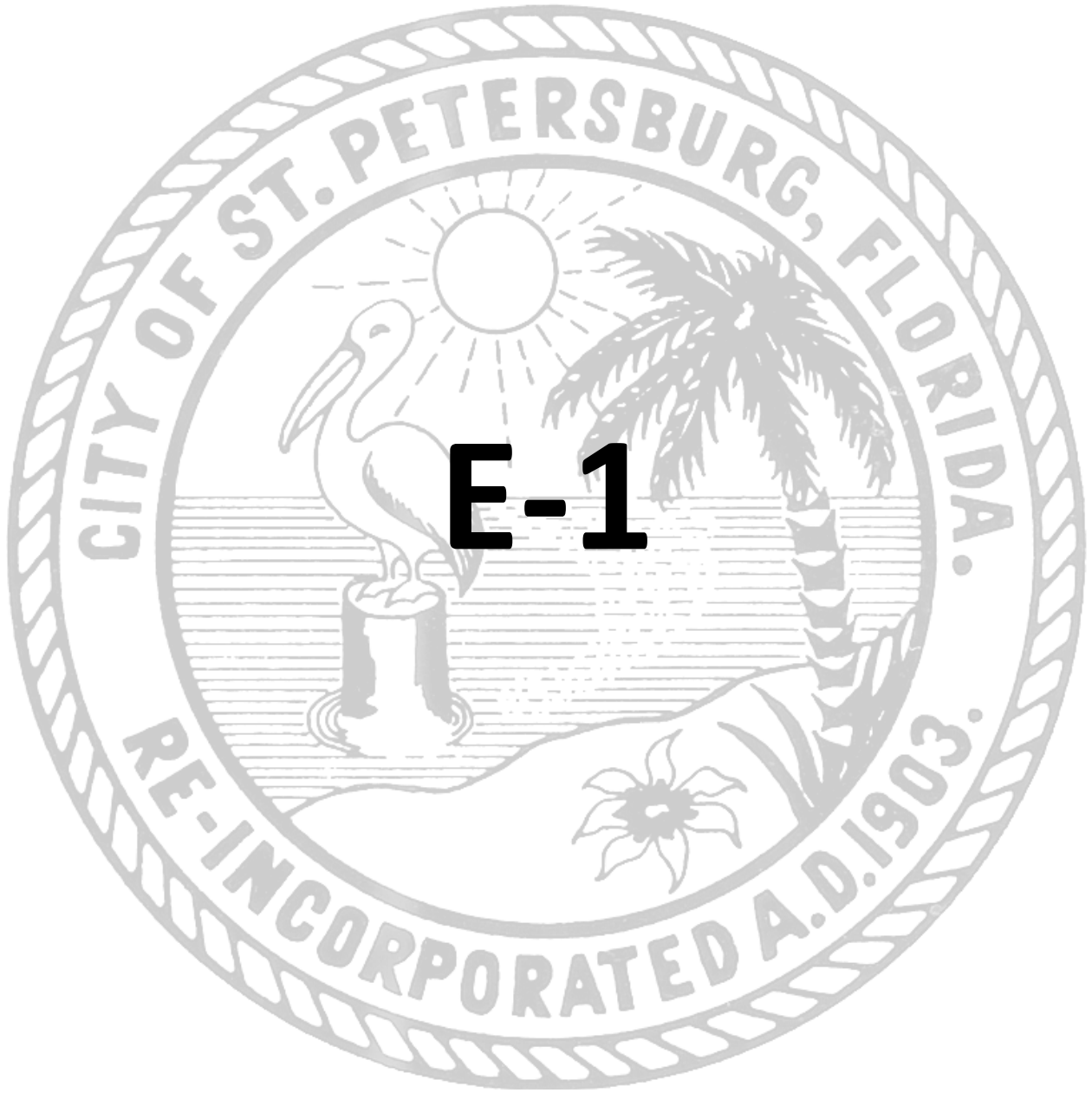
SUBJECT: Proclamation Honoring Juneteenth

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: June 16th, 2022

Mayor Kenneth T. Welch

The following page(s) contain the backup material for Agenda Item: Ordinance 751-L of the City of St. Petersburg, Florida amending Section 16.06.010.1.D. of the City Code for the sole-purpose of providing an updated cross-reference; and providing an effective date.
Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

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

FROM: Michael J. Dema, Esq., Managing Assistant City Attorney – Land Use & Environmental Matters

DATE: Meeting of June 16, 2022

SUBJECT: Community Redevelopment Agency – Design and Development Guidelines

- Ordinance 751-L amending Section 16.06.010.1.D. of the St. Petersburg City Code for the sole purpose of providing an updated cross-reference; and providing an effective date.

EXPLANATION: On December 16, 2021, St. Petersburg City Council adopted Ordinance 748-L, codifying the Community Redevelopment Agency ("CRA") design review process for development proposals in the Intown Redevelopment Area and the Intown West Redevelopment Area. City Council also passed Resolution 2021-636, which adopted the CRA Design and Development Guidelines ("Guidelines"). The Guidelines more specifically set forth the review criteria applicable to new development and redevelopment projects with a total construction cost greater than \$5 million. The establishing ordinance for the CRA design review process contains an internal cross-reference to the associated resolution that was not filled-in prior to enactment. The purpose of this item is to complete the cross-reference in Ordinance 748-L to Resolution 2021-636. This item does not make any substantive changes to the CRA Design and Development Guidelines or to the process set forth in Ordinance 748-L.

RECOMMENDATION: Administration recommends that the City Council approve Ordinance 751-L amending Section 16.06.010.1.D. of the St. Petersburg City Code for the sole purpose of completing the internal cross-reference.

COST/FUNDING ASSESSMENT: N/A

ATTACHMENT:

- Exhibit 1 - Ordinance 751-L amending Section 16.06.010.1.D. of the St. Petersburg City Code relating to the Community Redevelopment Agency design review process.

/s/ Michael J. Dema
Legal Department
00624621.docx

Ord. - 751-L

AN ORDINANCE OF THE CITY OF ST. PETERSBURG,
FLORIDA AMENDING SECTION 16.06.010.1.D. OF
THE CITY CODE FOR THE SOLE PURPOSE OF
PROVIDING AN UPDATED CROSS-REFERENCE;
AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. Section 16.06.010.1.D. of the St. Petersburg City Code is hereby amended to read as follows:

D. *Standards for review.* In reviewing an application made pursuant to this section, the POD or the City Council decision shall be guided by the following factors:

1. The development proposal is consistent with the duly adopted underlying redevelopment plan;
2. The development proposal furthers the purpose of the Comprehensive Plan and the Land Development Regulations;
3. The development proposal is generally consistent with the design review criteria currently set forth in City Council Resolution 2021-~~636~~nnn.

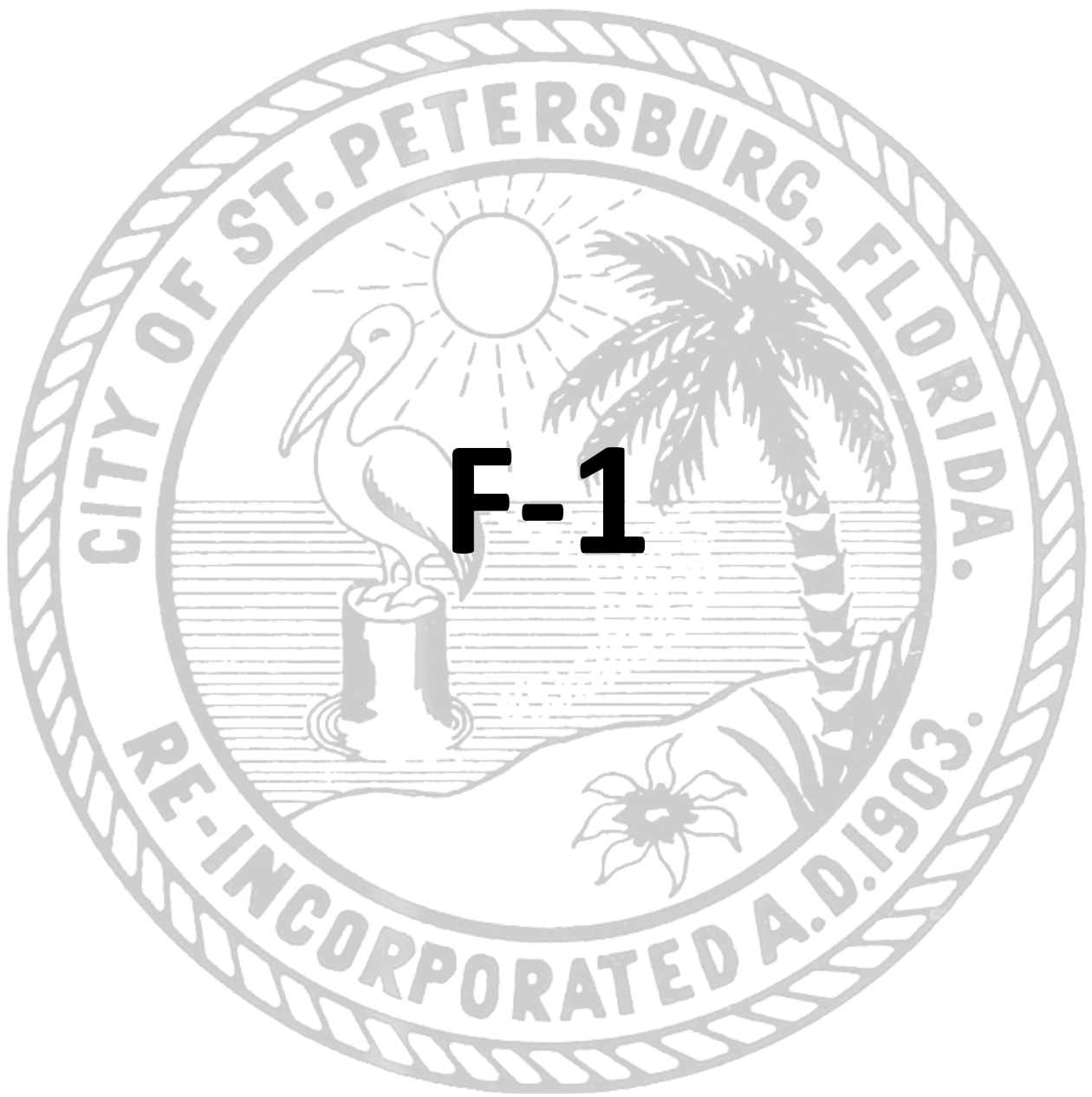
SECTION TWO. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

SECTION THREE. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after 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 take effect 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.

Approved as to form and content:

/s/ Michael J. Dema
Legal Department
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The following page(s) contain the backup material for Agenda Item: Phyllis Wheatley Rise to Read Campaign's Juneteenth Presentation
Please scroll down to view the backup material.



F-1

CITY COUNCIL AGENDA REPORT ITEM

May 11, 2022

TO: The Honorable Members of City Council

SUBJECT: Phyllis Wheatley Rise to Read Campaign's Juneteenth
Presentation

PRESENTER: Maria Scruggs, Phyllis Wheatley Rise To Read Campaign

SCHEDULE FOR COUNCIL ON: June 16, 2022

Council Chair Gina Driscoll
District 6



**PHYLLIS
WHEATLEY**
RISE TO READ CAMPAIGN

PHYLLIS WHEATLEY
RISE TO READ CAMPAIGN
CELEBRATES
JUNETEENTH FREEDOM DAY!

Read to Succeed

Phyllis Wheatley Rise to Read Campaign

Family Navigators

- Conduct parent orientations
- Enroll scholars into PWRTRC
- Coordinate literacy assessments, vision and hearing screenings, and mental health screenings
- Coach parents on reading techniques with their children
- Link PWRTRC scholars with literacy instruction and activities within the community
- Support parents in their involvement with their children's school activities
- Plan literacy events into traditional African American celebrations



The PWRTRC's Alignment with the City of St. Petersburg 5 Pillars of Progress

The City of St. Petersburg has as one of its five pillars of progress education and youth opportunities.

The PWRTRC's mission is to ensure African American children living in St. Petersburg can read on and above grade level in this generation and beyond is directly aligned with the city's vision of providing educational and youth opportunities.



Accountable and Responsible Government

- In-touch
- Inclusive
- Innovative
- Intentional Equity
- Informed
- Impactful



In-touch

The City of St. Petersburg's approach will be hands-on, active in the community, and collaborative with constituents.

The PWRTRC utilizes collective impact as a strategy for the African American community to partner with 13 governmental and youth serving organizations. The City of St. Petersburg Parks & Recreation and Library Services are active partners in the PWRTRC.



Inclusive

The City of St. Petersburg believes everyone should have a seat at the table, every constituent will be heard, and every employee will be valued.

The PWRTRC is representative of members of the African American community who have historically been left from the table, however, today they are a representative group of African Americans who are setting the table.



**PHYLLIS
WHEATLEY**
RISE TO READ CAMPAIGN

Innovation

The City of St. Petersburg will embrace new technologies, new ideas, and creative partnerships to implement effective solutions and improve constituent services.

The PWRTRC represents new ideas and creative partnerships to implement effective solutions based on African traditions, culture and values.

"Community-based literacy learning spaces are crucial to the enduring African American pursuit of literacy. Findings also report on ways the community literacy site was similar to historic African American figured communities" https://scholarworks.wmich.edu/cgi/viewcontent.cgi?article=3451&context=reading_horizons

Intentional Equity

The City of St. Petersburg will incorporate equity into all its policies, to ensure that our city's growth benefits our entire community.

"Closing the black-white test score gap would probably do more to promote racial equality in the United States than any other strategy now under serious discussion."

<https://www.brookings.edu/articles/the-black-white-test-score-gap-why-it-persists-and-what-can-be-done/>



Informed Decision Making

The City of St. Petersburg will be guided by best practices, facts, science and our city's history.

The PWRTRC's design is based on the facts. During the Spring 2021, **only 14.5%** of African American children attending our targeted schools who were administered the FSA/ELA were reading on grade level. The PWRTRC design is African-centric based.

"African-American families, in particular, traditionally rely on the village for support in their children's education (Auerbach, 2012; Brandon, 2007; Thompson, 2003, 2004)."



**PHYLLIS
WHEATLEY**
RISE TO READ CAMPAIGN

Impactful

The City of St. Petersburg will ask the question, "will it improve the quality of life for the people of St. Petersburg?" In 2017 [PolicyLink](#) concluded that Pinellas County lost an estimated \$3.76 billion dollars in gross domestic product as a result of the economic gap between white and blacks.

"Ball (1995) argues that community-centric approaches to supporting the language and literacy needs of young African American learners should be considered a form of educational reform given the positive outcomes that can result for children in these spaces."

https://scholarworks.wmich.edu/cgi/viewcontent.cgi?article=3451&context=reading_horizons



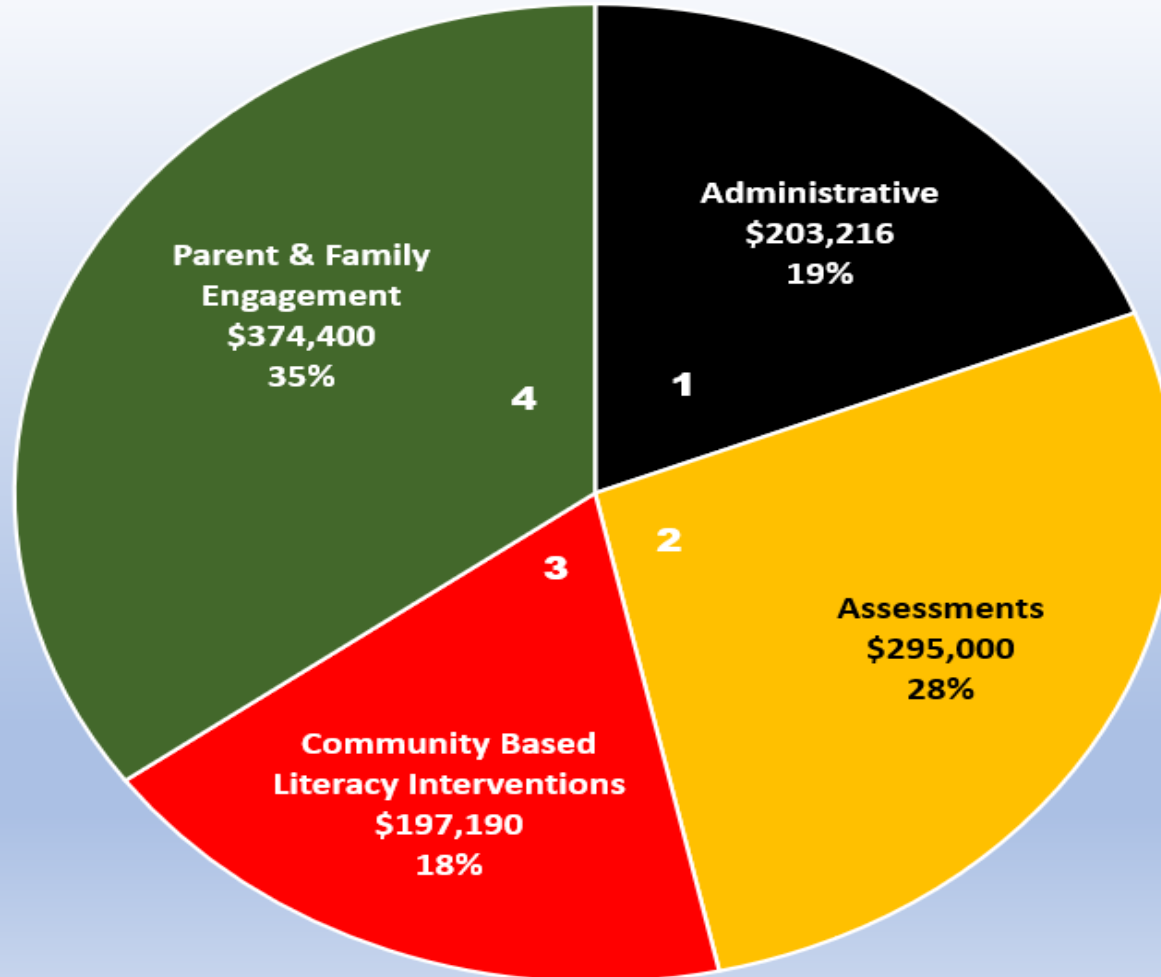
Projected Budget (Summary)

Projected Budget

July 2022 - July 2023

Total Budget: \$1,069,806
Program Budget: \$866,590

**Various costs are being researched and may not be reflected in the below*



Community Conversations Action Strategies

Community Suggestions

EDUCATION

- Attract, develop, and retain high quality teachers
- Increase teacher pay
- School leadership support of teachers
- Increase community involvement with schools
- Focus on equity in teacher pay and training
- Expand early education programs and address cost and transportation barriers
- Expand magnet and gifted programs to all schools in all areas of the city
- Support limited class sizes and opportunities to visit community arts and cultural institutions
- Expand Academy Prep model
- Expand Phyllis Wheatley Rise to Read program
- Increase opportunities for communities of color to control curriculum and schools (denial of Marcus Garvey charter school provided as example of rejection of Afrocentric curriculum)

OTHER

- Develop engaging recreational programming in locations that all children can reach
- Develop extra-curricular and after school activities located at walkable distances from BIPOC students' homes or schools
- Address technology disparities
- Expand the valuable community programs that are working to improve opportunities to youth (several listed in the report)

The Request



A \$700,000 investment by the City of St. Petersburg represents an estimated **\$47.00** investment on **15,000** African American children!

**African American children who can read
can succeed!**

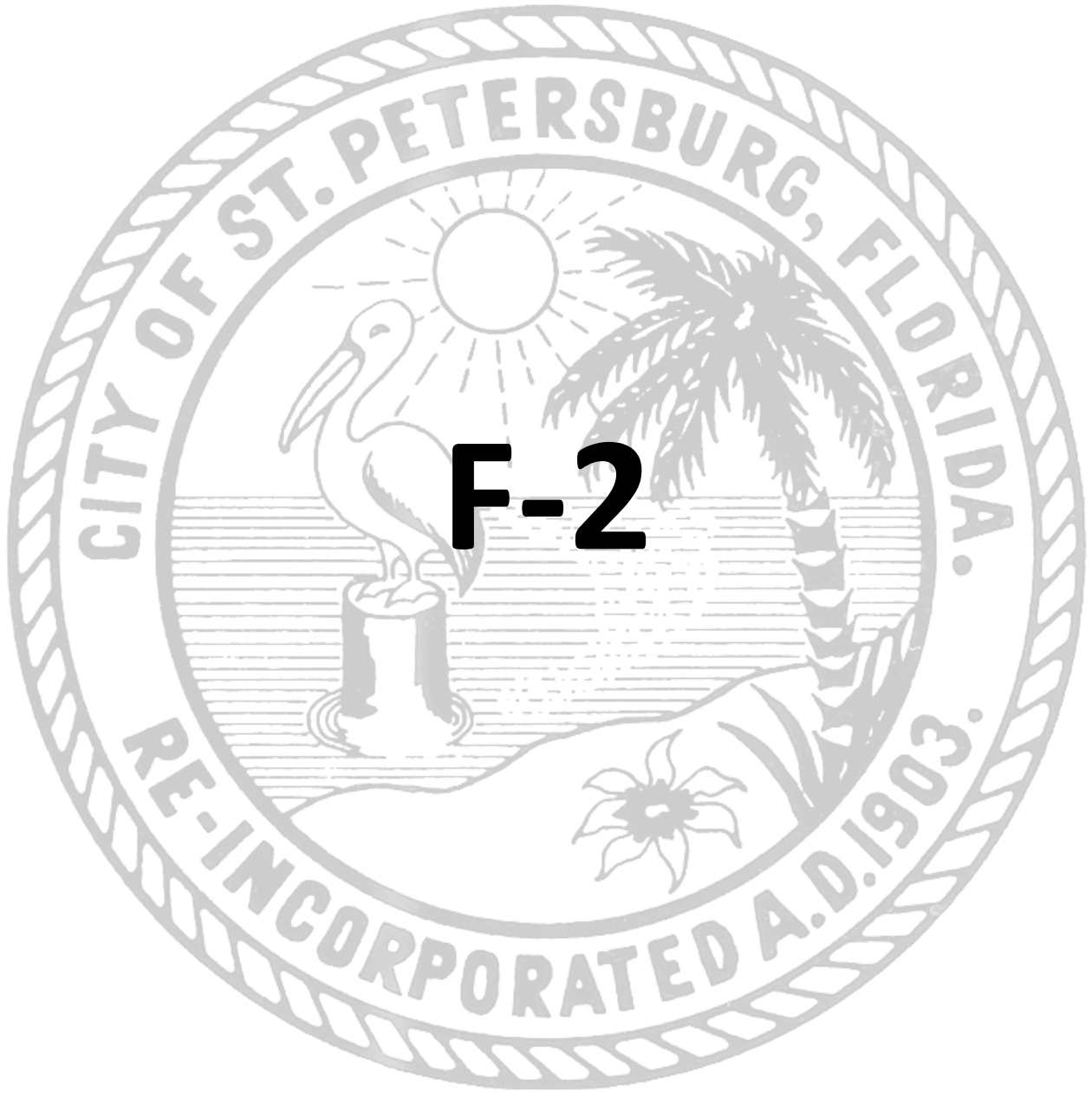


Thank you!
Questions/Comments



**PHYLLIS
WHEATLEY**
RISE TO READ CAMPAIGN

The following page(s) contain the backup material for Agenda Item: Accepting a bid and approving the award of a contract to Kamminga & Roodvoets, Inc. for the West Central Avenue Watermain Replacement and Streetscape project for a total contract amount of \$10,889,401.98; Authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of \$3,056,802 from the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), partially resulting from an increase in investment earnings and savings resulting from the timing of a Street Reconstruction Project on 62nd Avenue North, to the West Central Avenue Streetscape Project (15640) (ECID Project Nos. 17098-111 and 17098-119; Oracle Nos. 16638 and 15640); and providing an effective date. Please scroll down to view the backup material.



F-2

ST. PETERSBURG CITY COUNCIL
Report
Meeting of June 16, 2022

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

Subject: Accepting a bid and approving the award of a contract to Kamminga & Roodvoets, Inc. for the West Central Avenue Watermain Replacement and Streetscape project for a total contract amount of \$10,889,401.98; Authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of \$3,056,802 from the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), partially resulting from an increase in investment earnings and savings resulting from the timing of a Street Reconstruction Project on 62nd Avenue North, to the West Central Avenue Streetscape Project (15640) (ECID Project Nos. 17098-111 and 17098-119; Oracle Nos. 16638 and 15640); and providing an effective date.

Explanation: The Procurement and Supply Management Department received two bids for the West Central Avenue Watermain Replacement and Streetscape project. The bids were opened on November 9, 2021. Bids received were over the available budget and in accordance with Section 2-207(j) of the Procurement Code, pricing was negotiated with the lowest responsive, responsible bidder, resulting in a reduction of costs and are tabulated as follows:

<u>Bidder</u>	<u>Amount</u>
Kamminga & Roodvoets, Inc. (Tampa, FL)	\$10,889,401.98
David Nelson Construction Co. (Palm Harbor, FL)	\$10,976,485.90

The contractor will furnish all labor, material and equipment to replace existing 1-inch, 2-inch, 6-inch, and 8-inch potable water mains/service connections (with approximately 9,280 LF of new 8-inch potable water main), connecting new potable water mains to existing piping and water services and installation of new gate valves, valve boxes, and hydrants as well as road striping, sidewalks, traffic signals, and landscaping along Central Avenue from Park Street to 58th Street.

The original bid also included add alternates*. Add alternates are sometimes included in bids as a method of obtaining pricing for alternative designs or construction methods, allowing the City to choose to include the alternate in the construction contract or not based on budgetary limits. Based on the bid received and intended scope to be completed, an increased contract amount is requested to be awarded. Due to the expected time of construction, this project will also be coordinated with other work to be performed by the City in future fiscal years.

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

Kamminga & Roodvoets, Inc. (Tampa, FL)\$10,889,401.98*

Kamminga & Roodvoets, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 8154, dated October 8, 2021. They have performed similar work for the City of St. Petersburg, the City of Lakeland, Pasco County and Pinellas County, and have performed satisfactorily.

City Code Sec 2-261, Major Construction Project Requirements for Employing Apprentices, requires contractors to employ apprentices for at least 15 percent of the work on a major

construction project of \$1 million or more. Apprentice means any person who is enrolled and participating in an apprenticeship program registered with the State of Florida Department of Education. The City Code allows the use of a company-sponsored program to meet this requirement if the contractor certifies that no State of Florida Department of Education registered apprenticeship program exists that has geographical jurisdiction in any part of Region 3 to perform the specific work described within the solicitation documents. Pursuant to City Code Sec 2-261, Kamminga & Roodvoets, Inc. has certified, after a search and review of the Florida Department of Education website, there are not any apprentices available from a State of Florida Department of Education approved apprentice program that has geographical jurisdiction in any part of Region 3 to perform the specific work described in the solicitation documents. Therefore, Kamminga & Roodvoets, Inc. may use an industry certification program, company-sponsored training program, or an on-the-job training program. Kamminga & Roodvoets, Inc. has an on-the-job-training program, which provides guidelines, trains employees in certifiable job classifications, confirmation of hours worked and extensive tracking of growth and wages. Kamminga & Roodvoets, Inc. proposes to use this program to meet the 15 percent minimum requirement and estimates the project will include 1,950 hours of work for apprentices.

City Code Sec 2-268, Major Construction Requirements for Employing Disadvantaged Workers, requires contractors to employ disadvantaged workers for at least 15 percent of the work on a major construction project of \$1 million or more. Kamminga & Roodvoets, Inc. proposes to employ disadvantaged workers to meet the 15 percent minimum requirement and estimates the project will include 1,950 hours of work for disadvantaged workers.

City Code Sec. 2-277, Responsible Wage Requirements for Certain Construction Contracts, applies to any major construction contract valued at \$1 million or more. The Responsible Wage stipulates that every contractor shall pay, and ensure that all subcontractors pay, no less than the hourly wage for each craft or trade under the most recent Davis-Bacon Act wage rates listed for Pinellas County. In the event that the hourly wage for the craft or trade under the most recent Davis Bacon wage rates listed for Pinellas County is less than the living wage for the City, then every contractor shall pay, and shall ensure that all subcontractors pay no less than the living wage for the City. Kamminga & Roodvoets, Inc. has agreed to comply with the Responsible Wage Requirements.

This project qualifies for City Code 2-234, Small Business Enterprise Assistance Program a 8% goal was assigned to this project. Kamminga & Roodvoets, Inc., has exceeded the 8% goal on this project, with a total proposed SBE usage of 8.96% or \$962,500.

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the Citywide Infrastructure Capital Improvement Fund (3027), West Central Avenue Streetscape Project (15640) and the Water Resources Capital Projects Fund (4003), DIS West Central Main Replacement Project (16638). Additional funding will be available following approval of a supplemental appropriation in the amount of \$3,056,802 from the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027) partially resulting from an increase in investment earnings and savings resulting from the timing of a Street Reconstruction Project on 62nd Avenue North, to the West Central Avenue Streetscape Project (15640).

Attachments: Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A CONTRACT TO KAMMINGA & ROODVOETS, INC. FOR THE WEST CENTRAL AVENUE WATERMAIN REPLACEMENT AND STREETScape PROJECT FOR A TOTAL CONTRACT AMOUNT OF \$10,889,401.98; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$3,056,802 FROM THE UNAPPROPRIATED BALANCE OF THE CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENTS FUND (3027), PARTIALLY RESULTING FROM AN INCREASE IN INVESTMENT EARNINGS AND SAVINGS RESULTING FROM THE TIMING OF A STREET RECONSTRUCTION PROJECT ON 62ND AVENUE NORTH, TO THE WEST CENTRAL AVENUE STREETScape PROJECT (15640) (ECID PROJECT NOS. 17098-111 AND 17098-119; ORACLE NOS. 16638 AND 15640); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two (2) bids for the West Central Avenue Watermain Replacement and Streetscape Project in response to IFB No. 8154, dated October 8, 2021; and

WHEREAS, Kamminga & Roodvoets, Inc.'s bid response exceeded the available funds budgeted for this project; and

WHEREAS, pursuant to section 2-207(j) of the St. Petersburg City Code, the POD is authorized to negotiate an adjustment of the bid price with the lowest responsible and responsive bidder in order to bring the bid within the amount of available funds; and

WHEREAS, the POD and Kamminga & Roodvoets, Inc. the lowest responsible and responsive bidder, have reached an agreement on the scope and price for this project; and

WHEREAS, Kamminga & Roodvoets, Inc. has met the specifications, terms and conditions of IFB No. 8154; and

WHEREAS, funding needed for this project will be available after approving a supplemental appropriation in the amount of \$3,056,802 from the unappropriated balance of the Citywide Infrastructure Capital Improvements Fund (3027), partially resulting from an increase in

investment earnings and savings resulting from the timing of a street reconstruction project on 62nd Avenue North, to the West Central Avenue Streetscape Project (15640); and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid is accepted and the award of a contract to Kamminga & Roodvoets, Inc. for the West Central Avenue Watermain Replacement and Streetscape Project for a total contact amount of \$10,889,401.98 is hereby approved.

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

BE IT FURTHER RESOLVED that there are hereby approved from the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), partially resulting from an increase in investment earnings and savings resulting from the timing of a street reconstruction project on 62nd Avenue North, the following supplemental appropriation for Fiscal Year 2022:

<u>Citywide Infrastructure Capital Improvement Fund (3027)</u>	
West Central Avenue Streetscape Project (15640)	\$3,056,802

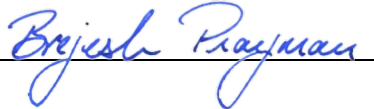
This resolution shall become effective immediately upon its adoption.

LEGAL:

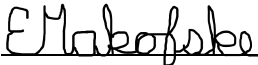



00625471

DEPARTMENT:



BUDGET:

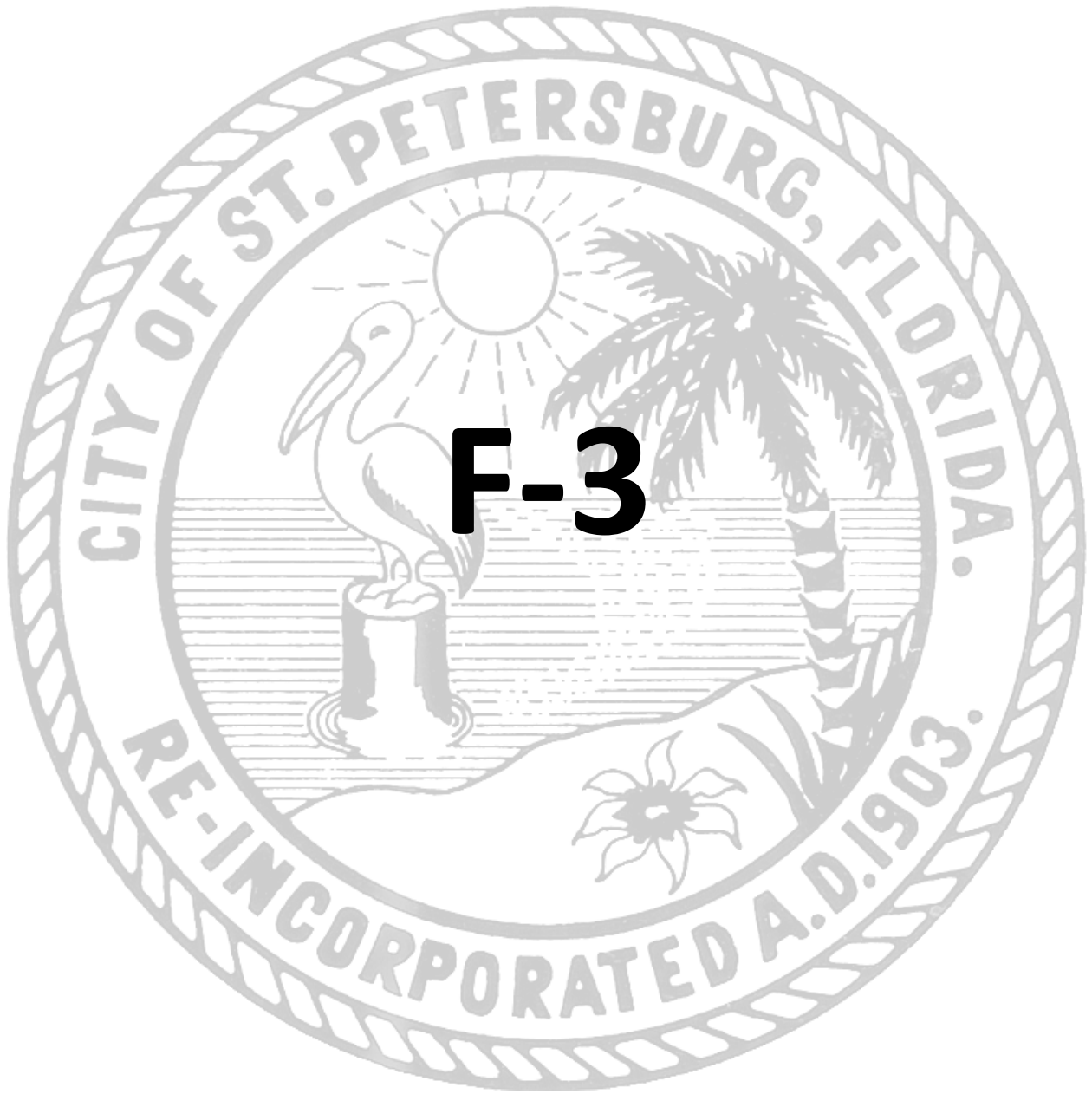


 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163984
Name:	Pocengal, Nicholas W	Request Date:	01-JUN-2022	Status:	APPROVED

Authorization Request	
Subject:	W Central Watermain Replacement & St.scape, 6/16
Message:	Submitted for your approval, please find attached Consent Write-up for West Central Avenue Watermain and Streetscape, scheduled to go before City Council on June 16, 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	01-JUN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	01-JUN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	01-JUN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Second Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) between the City of St. Petersburg, Florida and Wharton-Smith, Inc. (“Wharton-Smith”) dated June 8, 2021, as amended, for Wharton-Smith to conduct early procurement of materials in advance of construction in an amount not to exceed \$23,310,627.36, which amount is a portion of the GMP for the Northeast Water Reclamation Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date. (ECID Project No. 20065-111; Oracle Nos. 17666, 16384, 16382 and 18298)
Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL

Reports

Meeting of June 16, 2022

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

SUBJECT: A Resolution approving the Second Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) between the City of St. Petersburg, Florida and Wharton-Smith, Inc. (“Wharton-Smith”) dated June 8, 2021, as amended, for Wharton-Smith to conduct early procurement of materials in advance of construction in an amount not to exceed \$23,310,627.36, which amount is a portion of the GMP for the Northeast Water Reclamation Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date. (ECID Project No. 20065-111; Oracle Nos. 17666, 16384, 16382 and 18298)

EXPLANATION: On April 8, 2021, City Council approved a Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“CMAR”) with Wharton-Smith for preconstruction and construction phase services for the Northeast Water Reclamation Improvements Project. Preconstruction Phase services were authorized in an amount not to exceed \$744,881.

The City’s Construction Manager at Risk (Wharton-Smith) will be conducting a series of improvements at the NEWRF. These improvements will be designed by the following A/Es:

- *Injection Well Piping – Being completed by HDR Engineering, Inc.*
- *Injection Well (IW-4) – Being completed by ASRus, LLC.*
- *Electrical Distribution System Improvements – Being completed by Black & Veatch, Inc.*
- *Distribution Pump Replacement – Being completed by Cardno, Inc.*

The CMAR will be issuing multiple GMPs, which sum up to the City’s budget. Under a CMAR process, the CMAR entity is initially authorized for preconstruction services. Following the progression of this period, the CMAR entity submits a GMP for elements to be approved and authorized for construction.

While the CMAR is required to develop a construction price within the City’s budget of \$71,000,000, the CMAR entity may submit one or multiple GMPs which sum up to the City’s budget. If the City initiates any changes in excess of the original scope, the total City budget will be adjusted to reflect Amendments to the GMP.

On April 5, 2022, the First Amendment in the amount of \$65,000 was administratively approved from the previously approved allowance and authorized miscellaneous additional services consisting of completing an investigation of an existing onsite duct bank and completing Envision credit documentation.

The CMAR, while performing their pre-construction services, identified a number of long lead items including Adjustable Frequency Drives, Generators, Motor Control Centers, Precast Manholes, Transformers, Vertical Turbine Pumps, Process Piping and Valves. The CMAR Agreement allows for Wharton-Smith to coordinate the ordering and delivery of materials that must be procured in advance of construction.

This Second Amendment in the amount of \$23,310,627.36 will provide additional preconstruction services which will authorize Wharton-Smith to conduct *procurement of long lead items under the City’s Owner Direct Purchase policy.*

The CMAR Agreement, First Amendment, and the Second Amendment include the following phases and associated not-to-exceed costs respectively:

		Approved	Authorized	
Agreement	Preconstruction Services	\$ 644,881.00	\$ 644,881.00	(Approved)
	Allowance	\$ 100,000.00		(Approved)
Amendment No. 1	Preconstruction Services		\$ 65,041.02	(Approved)
Amendment No. 2	Preconstruction Services	\$23,310,627.36		(New)
	Total	\$24,055,508.36	\$ 709,922.02	

Amendments to this CMAR Agreement are forthcoming for Wharton-Smith to perform the construction services following completion of the Preconstruction Services.

A/E services during the construction phase will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: A Resolution approving the Second Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) between the City of St. Petersburg, Florida and Wharton-Smith, Inc. (“Wharton-Smith”) dated June 8, 2021, as amended, for Wharton-Smith to conduct early procurement of materials in advance of construction in an amount not to exceed \$23,310,627.36, which amount is a portion of the GMP for the Northeast Water Reclamation Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date. (ECID Project No. 20065-111; Oracle Nos. 17666, 16384, 16382 and 18298)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE Construction Manager FY20 Project (17666), WRF NE Electrical Power Distribution Improvements FY18 Project (16384), WRF NE Distribution Pump Station Replacement FY18 Project (16382), and WRF NE New Injection Well FY21 Project (18298).

ATTACHMENTS: Resolution
Amended Appendices

RESOLUTION NO. 2021-_____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE (“GMP”) BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND WHARTON-SMITH, INC. (“WHARTON-SMITH”) DATED JUNE 8, 2021, AS AMENDED, FOR WHARTON-SMITH TO CONDUCT EARLY PROCUREMENT OF MATERIALS IN ADVANCE OF CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$23,310,627.36, WHICH AMOUNT IS A PORTION OF THE GMP FOR THE NORTHEAST WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Wharton-Smith, Inc. (“Wharton-Smith”) entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) on June 8, 2021, for Wharton-Smith to provide preconstruction and construction phase services for the Northeast Water Reclamation Facility Improvements Project (“Project”); and

WHEREAS, following execution of the agreement, the City authorized Wharton-Smith to provide the preconstruction phase services in an amount not to exceed \$744,881; and

WHEREAS, on April 5, 2022, the City and Wharton-Smith executed the First Amendment for Wharton-Smith to complete (i) an investigation of an existing onsite duct bank and (ii) Envision credit documentation related to the Project in an amount not to exceed \$65,000, from the previously approved allowance; and

WHEREAS, the City and Wharton-Smith desire to amend the agreement for a second time for Wharton-Smith to conduct early procurement of materials in advance of construction in an amount not to exceed \$23,310,627.36, which amount is a portion of the GMP for the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Second Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) between the City of St. Petersburg, Florida and Wharton-Smith, Inc. (“Wharton-Smith”) dated June 8, 2021, as amended, for Wharton-Smith to conduct early procurement of materials in advance of construction in an amount not to exceed \$23,310,627.36, which amount is a portion of the GMP for the Northeast Water Reclamation Facility Improvements Project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute a Second Amendment.

This resolution shall become effective immediately upon its adoption.

LEGAL:



00625010

DEPARTMENT:



**ATTACHMENT 2 TO APPENDIX A – SCOPE OF SERVICES
CONSTRUCTION MANAGER AT RISK
NORTHEAST WATER RECLAMATION FACILITY IMPROVEMENTS
PRE-CONSTRUCTION AND CONSTRUCTION PHASE SERVICES
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 20065-111**

In addition to the pre-construction services, activities, responsibilities, and Deliverables set for in Appendix A - Scope of Services, the Construction Manager at Risk shall also provide the pre-construction services, activities, responsibilities and Deliverables set for in this Attachment 2 to Appendix A - Scope of Services, as follows:

Task 6 – MARKET ASSESSMENT, PROCUREMENT AND BIDDING SERVICES

6.3 Early Procurement of Materials for Long Lead Items

CMAR will procure materials as identified, having extended periods for delivery that may impact the schedule. Includes Adjustable Frequency Drives, Generators, Motor Control Centers, Precast Manholes, Transformers, Vertical Turbine Pumps, Process Piping and Valves. The staff will also begin submittals and notice-of-intent for other project materials and subcontracts in order to expedite project initiation.

APPENDIX B - FEE SCHEDULE
CONSTRUCTION MANAGER AT RISK NEWRF IMPROVEMENTS
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 20065-111

I. Staffhour Estimate:

Direct Labor Rates Classifications		Prinicpal in Charge Robert Hahn	Senior Project Manager	Preconstruction Manager Nathan Hillard	Construction Manager Mike Nagy	Preconstruction Engineer Cassandra Mauro	Construction Manager Buildings	General Superintendent Ed Sly	Chief Estimator Chris Barnett	Estimator	Scheduling Manager	Commissioning Manager	BIM Manager	Project Administrator	Quality Manager	Safety Manager	Project Accountant	Total Hours	Labor Amount
Billing Rate		\$ 141.00	\$ 129.00	\$ 133.00	\$ 116.00	\$ 115.00	\$ 102.00	\$ 133.00	\$ 112.00	\$ 74.00	\$ 95.00	\$ 77.00	\$ 80.00	\$ 71.00	\$ 64.00	\$ 100.00	\$ 68.00		
TASK																			
6.3	Early Procurement of Long Lead Items		44	110	110	660		44						88				1056	\$ 121,066.00
7	GMP Price Submittal																	0	\$ -
8	Public Engagement																	0	\$ -
	Allowance for Additional Services																	0	\$ -
Totals		0	44	110	110	660	0	44	0	0	0	0	0			0	0	1056	\$ 121,066.00
		\$ 5,676.00	\$ 14,630.00	\$ 12,760.00	\$ 75,900.00	\$ -	\$ 5,852.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,248.00	\$ -	\$ -	\$ -		


II. Fee Calculation

TASK	Labor Amount	Expenses Amount	Subconsultant Services	Allowance Amount	Early Material Release	Early Material Contingency	Bonds & Insurances	CMAR Fee	Totals
1 Project Setup and Administration	\$ -								\$ -
2 Data Review And Evaluation	\$ -								\$ -
3 30% Design, Constructability, and Envisoin Review	\$ -								\$ -
4 60% Design, Constructability, and Envisoin Review	\$ -								\$ -
5 90% Design, Constructability, and Envisoin Review	\$ -								\$ -
6 Market Assessment, Procurement, and Bidding Services	\$ -								\$ -
6.3 Early Procurement of Long Lead Items	\$ 121,066.00				\$ 18,709,315.44	\$ 2,806,397.32	\$ 332,450.38	\$ 1,341,398.23	\$ 23,310,627.36
7 GMP Price Submittal	\$ -								\$ -
8 Public Engagement	\$ -								\$ -
Allowance for Additional Services	\$ -								\$ -

III. Fee Limit

Total	\$ 23,310,627.36
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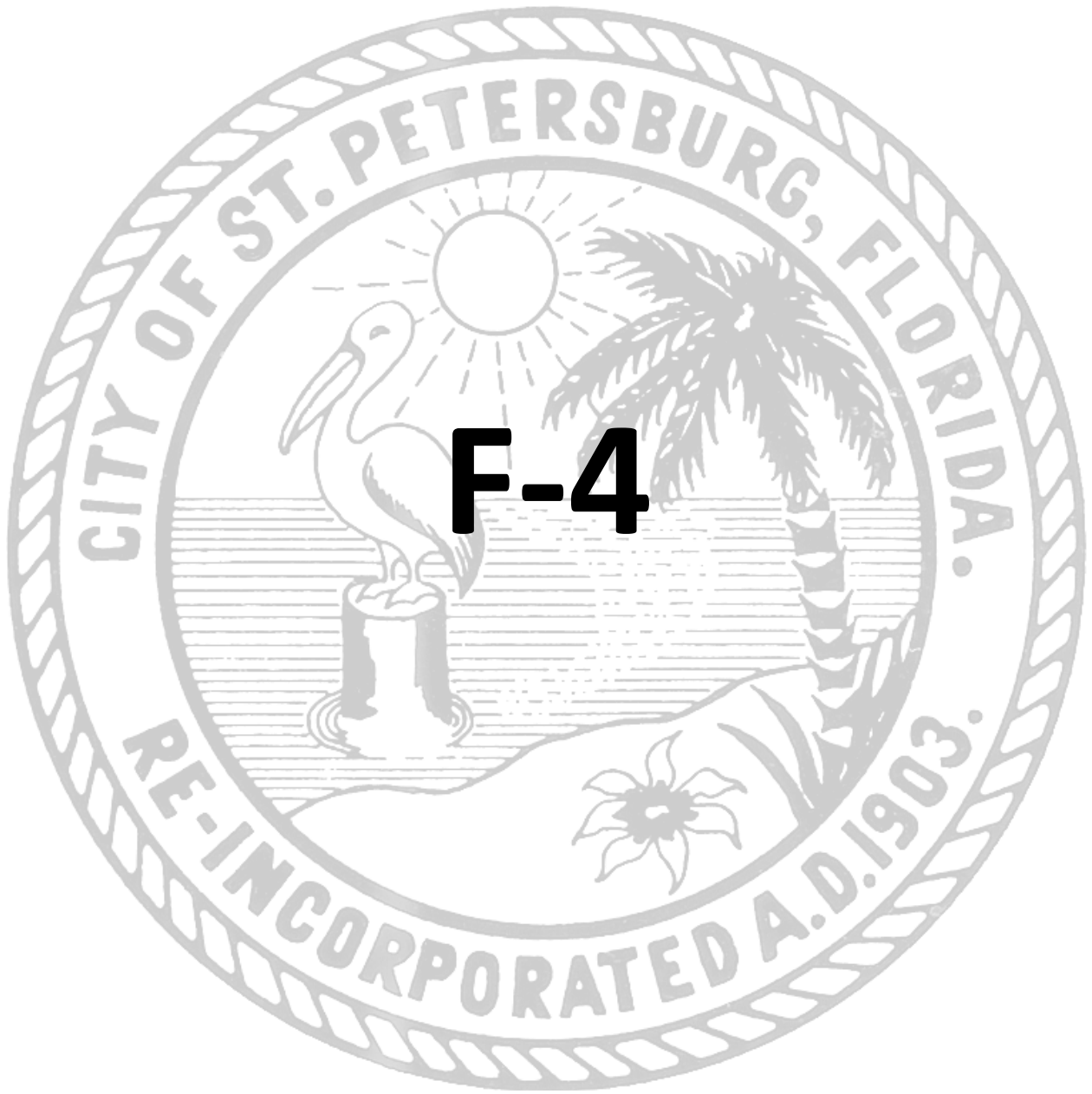
Expenses include: Postage, tolls, reimbursible mileage, project supplies, etc.

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					164191
Name:	Johnson, Sarah B	Request Date:	02-JUN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 6/16
Message:	20065-111 - Wharton Smith - NEWRF CMAR - Amendment 2
Supporting Documentation:	Wharton Smith - NEWRF CMAR - Amend 2 - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	02-JUN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	02-JUN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	02-JUN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	02-JUN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Cross Bay Ferry Update
Please scroll down to view the backup material.



F-4

SAINT PETERSBURG CITY COUNCIL

Reports

Meeting of June 16, 2022

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

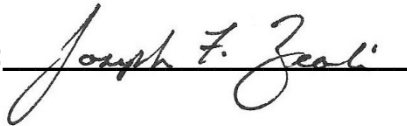
Subject: Cross Bay Ferry Update

Explanation: At its meeting on June 2, 2022, City Council requested Administration bring forward an update on the Cross Bay Ferry with information regarding seasonal operations, a status report as to the Interlocal Agreement for funding between the government partners, and anticipated financial obligations needed in order to retain the service going forward. During this meeting on June 16, staff will present the attached presentation to report upon the Ferry's current ridership and revenue performance and in comparison to prior seasons. Staff will also provide information related to the expected financial return from Hillsborough County who now serves as the lead agency to manage operations with HMS Ferries, and on Hillsborough County's efforts to obtain FDOT support for the Ferry for continued seasonal service and federal support for long-term year-round regional operations. Further, the presentation will include information related to the Interlocal Agreement between the partner governments and a proposed modification based on Pinellas County's recent notification to terminate the Agreement in order to renegotiate their level of financial support of the Cross Bay Ferry. Finally, the update will note next steps in order for the seasonal service to return on October 1, 2022 as planned that includes additional actions that would require City Council approval.

Attachments:

(1) Presentation

Administration:

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



Cross Bay Ferry Update

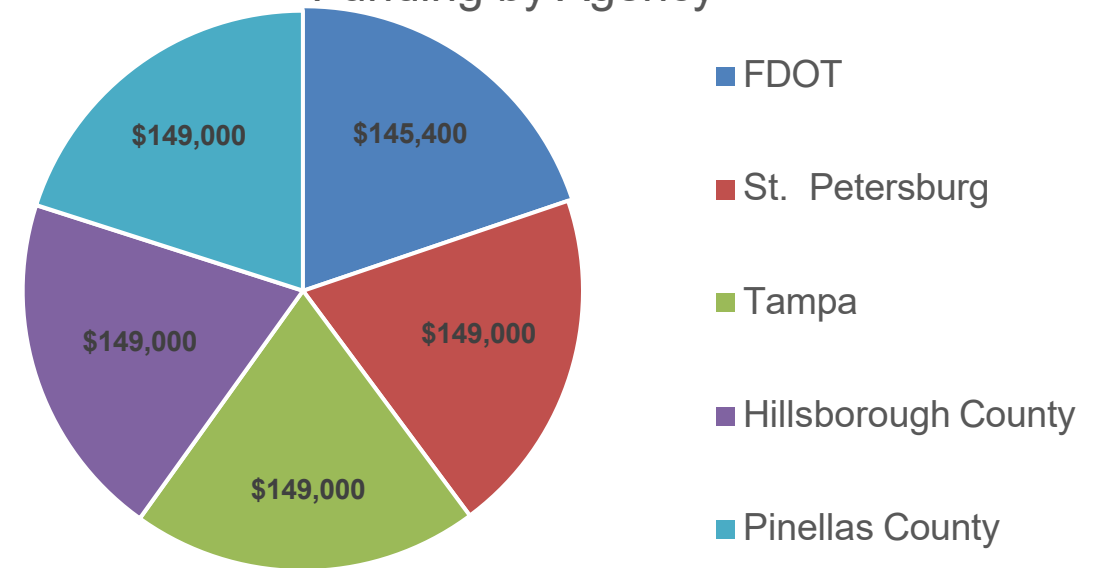
June 2022

Cross Bay Ferry Seasonal Service

Initial Seasons

- Initial Pilot Season operated from November 2016 through April 2017 enabled by **\$350,000 per local government partner**
- Ferry did not operate for one season
- Seasonal Ferry service re-commenced in November 2018 - **\$149,000 per local government partner & \$145,000 from FDOT**
- 3-years of 6-month operating seasons concluded in April 2021
- In May 2021, HMS entered into Operations Agreement with Hillsborough County for current and future seasons of extended durations

2018 to 2021 (3 Season) Average Annual Funding by Agency

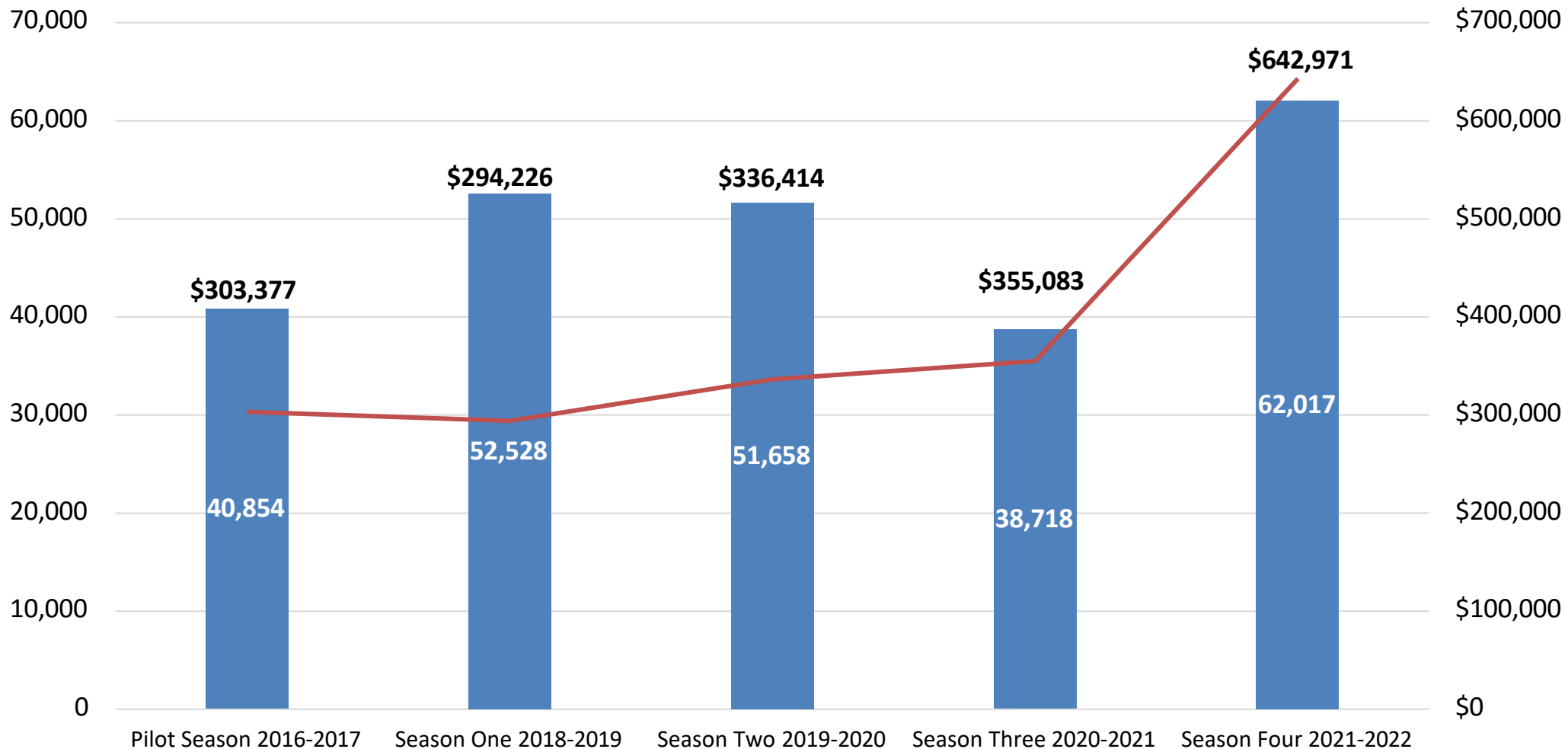


Revenues exceeding threshold of \$400,000 less applicable third-party expenses & fees would be split 50-50 with HMS and Local Government Partners; did not reach threshold, but was on target to do so prior to pandemic



Cross Bay Ferry Seasonal Ridership and Revenue

Total ridership for the 2021-2022 season exceeded 62,000 passengers which represents the highest ridership recorded for the service to date. It was also the longest season which ran from October 19, 2021 to May 1, 2022. Revenues in the 2021-2022 season exceeded \$640,000 which represents the highest level recorded for the service to date and exceeds the \$400,000 threshold for revenue sharing amongst HMS and the government partners.



2021-2022 Returns Expected

- Refund expected based on the shortened service of less than seven months - \$14,099
- Returned revenue share (1/4 of 50% of gross revenues >\$400,000, less third-party expenses & fees) - \$17,663
- Funding expected to be provided from Hillsborough County to St. Petersburg is approximately \$31,762
- Funding could be used to offset FY-23 investment for 2022- 2023 season ($\$190,000 - \$31,762 = \$158,238$)



Ferry Financials

- City obligation for FY 22 was \$175,000; FY23 proposed budget is \$190,000
- FDOT and Hillsborough in final stages of executing another Ferry Funding Agreement for years two through four of the Interlocal Agreement term - approximately \$518,000
- Hillsborough County has been awarded \$4.8M in Federal Funds under the passenger ferry program for capital costs associated with acquiring vessels, leveraging \$1.2M in their local funds for the total \$6M investment; Vessel is expected to enter service as early as the 4th year of the interlocal, or the year after which would reduce or eliminate the operating subsidy outside vessel maintenance



4-Year Interlocal Agreement Executed 2021

Included incremental increases in seasonal service until year-round service is achieved

Season	Begin	End	Duration (months)	Partner Costs
2021-2022	October 19*	May 1	7	\$175,000
2022-2023	October 1	May 30	8	\$190,000
2023-2024	October 1	June 30	9	\$202,500
2024-2025	October 1	September 30	12	\$255,000

* Delayed start based on time for Pinellas County to consider and approve Interlocal Agreement, and inclement weather on the vessel's trip to St. Pete/Tampa



Current Efforts

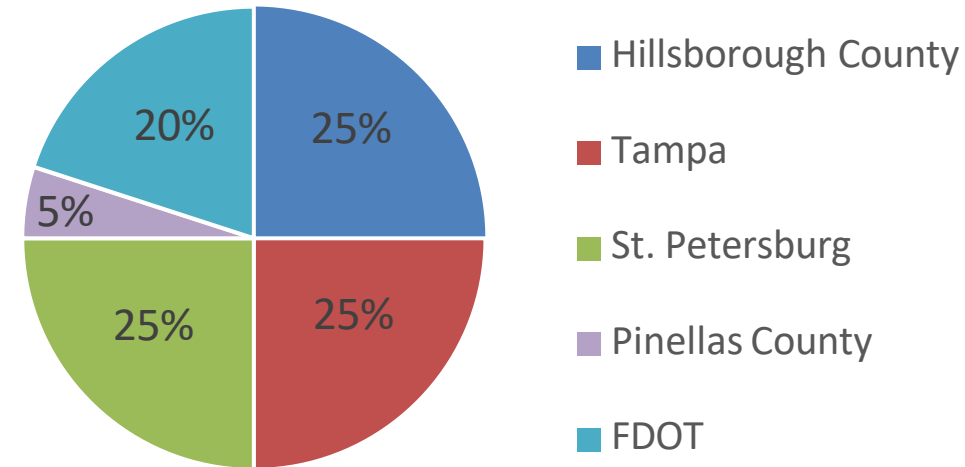
- Pinellas County terminated the Interlocal Agreement and requested more information from Hillsborough County and HMS regarding pricing structure and revenues as they continue to express concern related to the subsidy required for the seasonal service, the pace towards permanent service, and a desire for a service that serves commuters (work trips)
- Hillsborough has until July 1 to notify HMS as to whether the 2022-2023 season will move forward
- Meetings between representatives with Hillsborough County, Pinellas County, Tampa, and St. Petersburg have been underway to negotiate potential modifications to the Operating and/or Interlocal agreements to continue service
- Hillsborough County working with FDOT to finalize the grant agreement for another round of funding support; approved at their Board's Land Use Committee workshop on June 7



Proposed Funding Arrangement for continued Cross Bay Ferry service

- Three local governments continue to contribute equally to the required government subsidy as previously planned, or 25% each
- FDOT's grant of \$518,000 allocated over the three remaining years of the Hills-HMS contract provides 20%
- Pinellas County to contribute remaining balance, or 5%, to St. Petersburg in lump sum - allows service to move forward at no additional cost over original ILA to the other local governments.
- Because Pinellas County is contributing lesser amount, \$129,500 for the remaining three years, they will not be eligible for any revenue sharing when service revenues exceed contractual requirements.
- Because Pinellas County will not share revenues and desires to provide funding in one lump sum, a separate ILA between Pinellas and St. Petersburg is could be used to pass through the funding to Hillsborough County. Pinellas County would no longer be a party to the primary ILA.

Cross Bay Ferry Funding Contributions
2022 - 2025



Timeline for Path Forward

- By July 1 – Hillsborough to provide notification to HMS as to go/no-go for 2022-2023 seasonal service that would begin on Oct 1
- July 19 – Potential Pinellas County BOCC Vote on St. Petersburg/County Interlocal
- August 4 – Potential City Council vote on 2 Interlocal Agreements and License Agreement with HMS for docking
- By Aug 15 – Hillsborough can notify HMS of cancellation and pay \$50,000 penalty
 - Required permits obtained from Army Corps for dock
- Oct 1 – Service could begin if all conditions met





Cross Bay Ferry Update

June 2022

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use and Transportation (HLUT) committee, or other relevant committee, a discussion regarding the creation of community eviction standards for City-owned housing and City-subsidized housing. (Councilmember Floyd)
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **June 2, 2022**

COUNCIL DATE: **June 16, 2022**

RE: ***Community Eviction Standards for City-Owned and City-Subsidized Housing***

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use and Transportation (HLUT) committee, or other relevant committee, a discussion regarding the creation of community eviction standards for City-owned housing and City-subsidized housing.

Richie Floyd, Council Member
District 8

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use and Transportation (HLUT) committee, or other relevant committee, to discuss a requirement that a percentage of rental units be reserved for voucher holders in City-subsidized housing. (Councilmember Floyd)
Please scroll down to view the backup material.



G-2

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: June 2, 2022

COUNCIL DATE: June 16, 2022

RE: *Housing Voucher Requirements for City-Subsidized Housing*

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use and Transportation (HLUT) committee, or other relevant committee, to discuss a requirement that a percentage of rental units be reserved for voucher holders in City-subsidized housing.

Richie Floyd, Council Member
District 8

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to a Committee of the Whole, or other relevant committee, to discuss potential revisions and necessary updates to Resolution 2013-527 (conflict resolution). (Councilmember Hanewicz)
Please scroll down to view the backup material.



G-3

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: June 9, 2022

COUNCIL DATE: June 16, 2022

RE: Referral to a Committee of the Whole to Discuss Potential Revisions to Resolution 2013-527 (Conflict Resolution)

ACTION DESIRED:

Respectfully requesting a referral to a Committee of the Whole, or other relevant committee, to discuss potential revisions and necessary updates to Resolution 2013-527 (conflict resolution).

ATTACHMENT:

Resolution 2013-527

Lisset Hanewicz
Council Member, District 4

A RESOLUTION RESTRICTING PARTICIPATION BY THE MEMBERS OF SPECIFIED CITY BOARDS AND COMMISSIONS, INCLUDING THE CITY COUNCIL, FROM PARTICIPATING IN CERTAIN MATTERS BEFORE SUCH BOARDS AND COMMISSIONS; PROHIBITING MEMBERS OF CERTAIN CITY BOARDS AND COMMISSIONS, INCLUDING THE CITY COUNCIL, FROM APPEARING AND SPEAKING FOR OR AGAINST CERTAIN MATTERS BEING CONSIDERED BY OTHER BOARDS AND COMMISSIONS; DEFINING TERMS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR THE REPEAL OF RESOLUTIONS INCONSISTENT WITH THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Petersburg, Florida, has prohibited members of certain city boards and commissions from participating in matters before the same or other city boards and commissions, including the City Council, beginning with the adoption of Resolution 83-1102, which has been amended and reaffirmed by Resolutions 84-16, 86-584, 93-405, and 2004-374; and

WHEREAS, the City Council desires to revise and clarify the terms and conditions of such prohibition as set forth herein and this resolution hereby supercedes the resolutions identified herein; and

WHEREAS, this resolution may be referred to as the 'conflict resolution.'

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that:

1. Definitions: The terms listed below when used in this resolution shall be defined as follows:
 - A. "Specified City Board" or "Board" shall mean any of the following or any successor board which performs their duties:
 - (1) Community Planning and Preservation Commission
 - (2) City Council
 - (3) Code Enforcement Board
 - (4) Development Review Commission
 - (5) Nuisance Abatement Board

- B. "Participate" or "participation" shall mean speaking for or against, or voting upon any matter before any Specified City Board. The term also includes advocacy for or against any matter by written correspondence or any other form of communication.
- C. "Indirect Ownership Interest" shall mean an interest in any asset in which legal title is held by another as trustee or other representative capacity but the equitable or beneficial interest is held by a Member.
- D. "Matter" means any item of business before a Specified City Board. Matters consist of:
 - (1) Legislative and Administrative Matters, including but not limited to proposals and recommendations to amend the City Code or the Comprehensive Plan of the City, or to formulate policy of a general and permanent nature, but not with respect to specific parcels of property or specific cases of a quasi-judicial character. Administrative matters include the award of contracts which do not present a conflict of interest for a Member (see "Contract Matters," below).
 - (2) Quasi-Judicial Matters, which means any matter relating to the application of policy to a specific case such as, but not limited to, the application of a land development regulation to a specific parcel of property, or a case in which the rights of specific persons are to be determined. Examples of the foregoing include, without limitation, requests for variances, special exceptions, subdivision plats, and changes in zoning, and complaints relating to the maintenance of code violations or public nuisances. In addition, notwithstanding that "small scale amendments" to the Comprehensive Plan of the City may be deemed by a court to be "legislative" for the purposes of judicial review, a small-scale amendment to the Comprehensive Plan shall be deemed quasi-judicial for the limited purposes of this resolution.
 - (3) Contract Matters, meaning the award of a contract to any business entity of which a Member has an Ownership Interest or which otherwise presents a conflict of interest on the part of the Member.
- E. "Ownership Interest" shall mean having a direct or Indirect Ownership Interest in real property. Ownership Interest shall **not** mean:

- (1) The Ownership Interest of a substation, easement or transmission facility by a public utility;
 - (2) The Ownership Interest of property or easement by a public agency; or
 - (3) The holding of a mortgage or legal title, by an Employer, as security for a loan.
- F. "Employer" shall mean, in addition to the meaning normally ascribed to the term, a client who hires a Member to render professional services including but not limited to architectural, engineering, financial and legal services.
- G. "Member" shall mean a person who is a regular or alternate Member appointed or elected to any Specified City Board.
2. Participation in matters before own Board: No Member of any Specified City Board shall participate in any Quasi-Judicial or Contract Matter before his or her Board, if one or more of the following is true:
- A. The Member or his or her spouse or employer is the applicant. (Except for the limited participation allowed by Section 2. H hereof.)
 - B. The Member or his or her spouse or employer has a direct or Indirect Ownership Interest of more than five percent of the total assets or capital stock of any business entity which is an applicant or which may experience a pecuniary gain or loss as a consequence of the vote upon the matter.
 - C. The Member or his or her spouse or employer has a direct or Indirect Ownership Interest in real property or other asset which is the subject of the application or which may experience a gain or loss in value as a consequence of the vote upon the matter.
 - D. The Member or his or her spouse has a direct or Indirect Ownership Interest in real property located within 2,000 feet of real property contained within an application or which is the subject of the matter (measured in a straight line between the nearest points on the property lines).

- E. The Member or his or her spouse or employer holds membership in a club, organization, or other entity which is the applicant or which may experience a pecuniary gain or loss as a consequence of the vote upon the matter; and the Member, the Member's Employer or the Member's spouse will experience an economic gain or loss as a consequence of the vote upon the matter.
 - F. The Member or his or her spouse or employer holds an office in or a position on the Board of Directors of the applicant or another entity which may experience an economic gain or loss as a consequence of the vote upon the matter.
 - G. Nothing herein shall be deemed a limitation upon any right a Member may otherwise have to participate before his or her Specified City Board and to speak for or against any Legislative or Administrative Matter, except to the extent that the Member may be precluded from such participation by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
 - H. Notwithstanding anything to the contrary contained in this resolution, any Member may appear before the Member's board to present an application when the Member is the applicant provided the Member does not otherwise participate in the Matter. However, the Member is encouraged to have a representative appear on behalf of the Member as opposed to appearing personally.
3. Participation in matters before other Boards: No Member of any Specified City Board shall participate in any Quasi-Judicial or Contract Matter before any other Specified City Board, unless one or more of the following is true:
- A. The Member or his or her spouse or employer is the applicant.
 - B. The Member or his or her spouse or employer has a direct or indirect Ownership Interest in real property or other asset which is the subject of the application or which may experience a gain or loss in value as a consequence of the vote upon the matter.
 - C. The Member or his or her spouse has a direct or indirect Ownership Interest in real property located within 2,000 feet of real property contained within an application or which is the subject of the matter (measured in a straight line between the nearest points on the property lines).

- D. The Member or his or her spouse holds an office in or a position on the Board of Directors of the applicant or other entity which may experience a pecuniary gain or loss as a consequence of the vote upon the matter.
 - E. The Member belongs to one of the following classes of professionals and is representing the applicant in that professional capacity:
 - (1) Attorney
 - (2) Architect
 - (3) Engineer
 - (4) Contractor
 - F. Nothing herein shall be deemed a limitation upon the right of a Member to appear before another Board where the Member's Board has participated in the Matter where:
 - (1) The Matter is a Legislative or Administrative Matter;
 - (2) The Member does not claim and is not authorized to speak on behalf of the Member's Board since the Board speaks only through its actions and record; and
 - (3) The Member speaks only for his or herself as an individual and receives no special deference or weight because of his or her status as a Member
 - G. Nothing herein shall be deemed a limitation upon the right of a Member to participate before another Specified City Board and to speak for or against any Legislative or Administrative Matter which has not come before his or her Board, and which is not likely to come before his or her Board.
4. State of Florida Code of Ethics. This Resolution shall be deemed supplemental to the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, which shall be applicable to all Members.
5. Removal from Office: Except in the case of members of City Council, a violation of this resolution shall constitute grounds for removal from office. Upon proof of such violation the City Council may remove the violator from office on any Specified City Board except City Council.
6. No Waiver: Except in the case of members of City Council, this resolution shall be mandatory and cannot be waived. In the case of members of City Council, this resolution shall be considered to constitute a policy of the City Council and a request that each member of City Council abide therewith.

7. Resignation: Any Member of a Specified City Board who is prohibited from appearing before a Specified City Board by the terms of this resolution may resign from his or her Specified City Board with an immediate effective date, and may then participate on behalf of an applicant before such Specified City Board.
8. Violation Does Not Invalidate Action: If any Member of a Board violates the provisions of this resolution, any action of the Board which was the occasion of such violation shall not be invalidated or in any way be subject to challenge because of such violation.
9. Construction: Whenever the City Attorney or one of his Assistants construes this resolution, any construction shall be placed in writing and furnished to City Council within five (5) days so that if City Council shall disagree with the construction it may override the City Attorney's construction by a clarifying resolution. Until such clarifying resolution occurs, the City Attorney's construction may be relied upon.
10. Repeal: That all prior resolutions inconsistent with this resolution are hereby repealed to the extent of any such inconsistency.

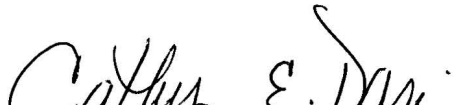
This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 19th day of December, 2013.



Karl Nurse Chair-Councilmember
Presiding Officer of the City Council

ATTEST:


Cathy Davis, Acting City Clerk

The following page(s) contain the backup material for Agenda Item: June 9, 2022 Budget, Finance,
& Taxation Committee - Action Item
Please scroll down to view the backup material.



H-1

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: June 9, 2022

COUNCIL DATE: June 16, 2022

RE: June 9, 2022 Budget, Finance, & Taxation Committee Action Item –
Resolution Authorizing the Mayor or his Designee to Advertise the Draft
FY 2022/23 Annual Action Plan

ACTION DESIRED:

Respectfully requesting City Council approval of a resolution authorizing the Mayor or his designee to advertise the draft FY 2022/23 Annual Action Plan and to execute all other documents necessary to effectuate the resolution.

ATTACHED:

Resolution

Council Chair Gina Driscoll
Acting Committee Chair,
Budget, Finance, & Taxation Committee

Resolution No. 2022- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ADVERTISE THE CITY'S DRAFT FY 2022/23 ANNUAL ACTION PLAN AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, applications submitted by non-profits for funding under the FY 2022/23 Annual Action Plan ("Action Plan") were evaluated by the City's Consolidated Plan Application Review Committee ("Committee") on May 13, 2022; and

WHEREAS, the Committee has made its recommendations for funding non-profit applications and City initiated projects which comprise the draft Action Plan; and

WHEREAS, the submission of the Action Plan to the U.S. Department of Housing and Urban Development ("HUD") is required for the City to receive its annual formula allocations; and

WHEREAS, the draft Action Plan must be advertised for thirty days for public comment, after which the full City Council will hold a public hearing on August 4, 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to advertise the City's draft FY 2022/23 Annual Action Plan, and to execute all other documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

Approvals:

LEGAL:

DEPARTMENT:

/s/Bradley Tennant

Justin A. Johnson

The following page(s) contain the backup material for Agenda Item: May 26, 2022 Public Services & Infrastructure Committee - Action Item
Please scroll down to view the backup material.



H-2

MEMORANDUM

TO: Gina Driscoll, City Council Chair and Members of the City Council

FROM: Michael Dema, Managing Assistant City Attorney – Land Use and Environmental Matters and Christina Boussias, Assistant City Attorney

DATE: June 9, 2022

SUBJECT: Quasi-Judicial Procedures

This memorandum contains (1) general background information regarding quasi-judicial proceedings; (2) a summary of the changes the City Attorney’s Office is proposing to Chapter 18 of the City Council Policies & Procedures Manual discussed during the Public Services & Infrastructure Committee Meeting on May 26, 2022; and (3) a brief overview of the City Council’s current policy regarding ex-parte communications and the state of the law regarding ex-parte communications.

I. BACKGROUND INFORMATION

As you know, City Council hears and makes decisions concerning certain quasi-judicial matters. Some common examples of quasi-judicial matters that may come before the City Council for action, either by application or on appeal, include site plan reviews, special exceptions, historic designations, certificates of appropriateness, small-scale rezonings, and any other decisions that are treated as quasi-judicial under applicable law. Unlike legislative actions, which result in the formulation of a general rule or policy,¹ quasi-judicial actions result in the *application* of a general rule or policy to a specific factual situation.

Quasi-judicial proceedings are essentially informal trials, and parties to these proceedings are entitled to heightened procedural due process rights (although not as great as the due process rights afforded to a party in a full judicial hearing). Parties in quasi-judicial proceedings are entitled to receive fundamental fairness in the proceeding, including an opportunity to be heard, to present evidence, to cross-examine witnesses and to receive notice of the proceeding. Parties are also entitled to an impartial decision that is based upon the competent substantial evidence in the record. The City Council has adopted policies and procedures consistent with Florida law that

¹ For example, City Council’s action on matters like Comprehensive Plan amendments and text amendments to the City’s Land Development Regulations are legislative actions.

govern quasi-judicial proceedings, which are set forth in Chapter 18 of the City Council Policies & Procedures Manual (“Chapter 18”).

II. CHAPTER 18 PROPOSED MODIFICATIONS

The City Attorney’s Office has proposed certain modifications to Chapter 18 of the City Council Policies & Procedures Manual, which are intended to ensure consistency in quasi-judicial proceedings across all City boards, commissions and the City Council and to provide additional guidance and clarity on specific issues that have arisen during proceedings. On May 26, 2022 the Public Services & Infrastructure (PS&I) Committee discussed these proposed modifications and recommended approval of the modifications to the City Council (with certain changes). The proposed modifications to Chapter 18, including those recommended by committee members during the PS&I, Committee meeting, are shown in Attachment A to the Resolution associated with this item with proposed deletions indicated by ~~strike through~~ and proposed additions underlined. The following is a list of the substantive modifications for City Council’s consideration.

- Paragraph I.A. includes additional background information regarding the types of quasi-judicial matters that may come before City Council.
- Paragraph I.G. clarifies that Council members may not gather evidence outside of a quasi-judicial proceeding.
- Paragraph I.H provides a definition of ex-parte communications and removes existing language regarding site visits. This memorandum addresses site visits in more detail in the paragraph below and ex-parte communications in more detail in section III.
- Paragraph I.I. permits City Council members to conduct site visits of property that is the subject of an application in a pending quasi-judicial matter. Existing guidance in Chapter 18 discourages site visits; however, they are not prohibited. The modification for City Council’s consideration establishes a definition of “site visit” and provides that, if a Council member conducts a site visit, any visual information obtained during that site visit will be disclosed before or at the commencement of the applicable quasi-judicial proceeding. The purpose of this modification is to ensure that all Council members and all parties are aware of the same information during a quasi-judicial proceeding and have an opportunity to respond to such information. Paragraph I.I. further provides that, irrespective of any site visit, all decisions in a quasi-judicial proceeding must be supported by evidence in the record.
- Paragraph II.A. provides a time limit for submission of materials to be included in the record of a quasi-judicial proceeding. Specifically, each party and speaker wishing to present handouts, photographs, presentation slides or any other materials (“Materials”) must submit those Materials to the City Clerk no later than 24 hours in advance of the applicable proceeding. The intent of this modification is to ensure that the only materials included in the record are

those that have been furnished and available for review by City Council and all parties in advance of the proceeding.

- Paragraph II.C.3. clarifies that a prospective Opponent must register with the City Clerk at least one week prior to the scheduled quasi-judicial proceeding or within 48 hours after the City’s staff report for the applicable item has been published (whichever is later). The City staff report is generally published greater than one week in advance of the hearing. However, in the event of a delay in publication (for example, in the event a City staff report is published with the backup materials for an item that is an “add” on the City Council’s agenda), this modification allows a prospective Opponent an opportunity to review the City staff report before deciding to register.
- Paragraph II.C.3 also describes how City Council should address situations in which more than one person desires to register as an Opponent in a quasi-judicial proceeding. If more than one person registers as an Opponent, registered persons must attempt to agree on a single representative to participate as the Opponent, or, if the persons cannot agree, then each person (or person’s representative) must share equally the time allotted to the Opponent for initial presentations, cross-examination and rebuttal/closing. This modification is consistent with s. 16.70.010.6 of the City Code, which sets forth procedures for appeals authorized by the Land Development Regulations.
- Paragraph II.E precludes the cross-examination of “friendly” witnesses. In other words, parties may not utilize the time allotted for cross-examination to elicit additional favorable direct testimony of persons who previously testified in support of that party’s position. Instead, each party who opposes an application may only cross examine witnesses who previously testified in support of the application, and each party who supports an application may only cross examine witnesses who previously testified in opposition to the application.
- Paragraph II.E. also includes some clarifying changes that are consistent with current practices. Specifically, paragraph II.E clarifies that the five minutes allotted for cross-examination of witnesses includes time consumed for both questions and answers. Additionally, paragraph II.E. clarifies that the questioning party is not permitted to make statements, only to ask questions directly related to the testimony presented.
- Finally, the order of presenters for all phases of a quasi-judicial proceeding (initial presentation, cross-examination and rebuttal/closing) has been modified to create consistency across all City boards, commissions and City Council.

III. EX-PARTE COMMUNICATIONS

As noted above, quasi-judicial decisions of local government bodies must be based on competent, substantial evidence *in the record*. Ex-parte communications are “off the record” communications made with a decision-maker of a quasi-judicial matter outside of the presence of the other parties. Ex-parte communications undermine the concept of an impartial decision maker,

and Florida courts have held that the occurrence of such communications in a quasi-judicial proceeding is presumed to be prejudicial unless proven otherwise. Therefore, it has long been the City Council's policy to prohibit such communications.

Some local governments have adopted procedures pursuant to a state statute (s. 286.0115, Florida Statutes) that allow for ex-parte communications if such communications are disclosed. We are available to discuss that statute and the potential impacts of such a policy, if desired. However, the only substantive addition proposed to the language in Chapter 18 regarding ex-parte communications at this time is to provide for a definition of ex-parte communication as follows: "Ex-parte communication means any form of contact or communication, either oral or written, during which factual information about a pending quasi-judicial matter is gathered by or submitted to a Council Member and which occurs outside of a public hearing." If any ex-parte communication inadvertently occurs, Chapter 18 provides the following guidance:

If any ex parte communication accidentally occurs ... 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. 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.

We hope you find this information helpful and look forward to discussing it with you further.

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: June 9, 2022

COUNCIL DATE: June 16, 2022

RE: 5/26/22 Public Services & Infrastructure Committee Action Item –
Approval of a resolution to amend Chapter 18 of the City Council Policy
and Procedures manual regarding Quasi-Judicial Procedures

ACTION DESIRED:

Respectfully requesting approval of a resolution to amend Chapter 18 of the City Council Policy and Procedures manual regarding Quasi-Judicial Procedures to effectuate the changes presented at the May 26, 2022 PS&I committee meeting.

ATTACHMENTS:

Memorandum
Resolution

Council Member Ed Montanari
Chair, Public Services & Infrastructure
Committee

RESOLUTION NO. ____

A RESOLUTION APPROVING AMENDMENTS TO THE CITY COUNCIL POLICY AND PROCEDURES MANUAL TO MODIFY CHAPTER EIGHTEEN REGARDING QUASI-JUDICIAL PROCEDURES; 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 by modifying Chapter 18 regarding quasi-judicial procedures; and

WHEREAS, the modifications to Chapter 18 of the Manual are intended to ensure consistency in quasi-judicial proceedings across all City boards, commissions and the City Council and to provide additional guidance and clarity on specific issues that have arisen during quasi-judicial proceedings.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council Policy and Procedures Manual is hereby amended to modify Chapter 18 regarding quasi-judicial procedures, as reflected in the attached document.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

/s/ Christina Boussias
City Attorney (Designee)

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 which come before City Council are generally applications (or appeals of decisions on applications made by a City advisory board, commission or committee), such as the Development Review Commission (DRC) and the Community Planning and Preservation Commission (CPPC), which allow a party to do something if the application meets the criteria set forth in the City Code. Common examples of quasi-judicial matters that may come before City Council for action, either by application or on appeal, include, but are not limited to, the following: site plan reviews, special exceptions, historic designations, certificates of appropriateness (COAs), small-scale rezonings and other decisions treated as quasi-judicial under applicable law. Any final decision of the City may be subject to judicial review in the manner provided by law. If any Council Member has a question regarding whether a matter is quasi-judicial in nature, please contact the City Attorney's Office.
 - 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 (i.e., recuse themselves from participation in the proceeding), even though present, in order to insureassure 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 and may not gather evidence outside of the public hearing.
 - H. 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. Ex-parte communication means any form of contact or

communication, either oral or written, during which factual information about a pending quasi-judicial matter is gathered by or submitted to a Council Member and which occurs outside of a public hearing. 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. 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. Any Council Member may conduct a site visit of real property that is the subject of a quasi-judicial matter pending before City Council provided that the Council Member adheres to the following disclosure procedures:
 1. Any Council Member who conducts a site visit shall disclose and make part of the public record the existence of such site visit and shall state any visual information obtained during the site visit. Disclosure must occur before or at the commencement of the public hearing at which a vote is taken on the pending quasi-judicial matter. Time permitting, Council Members shall make such disclosure in a memorandum provided to the City Clerk before the applicable public hearing for inclusion in the public record. "Site visit" means a visit to any real property that is the subject of a pending quasi-judicial application ("Site") occurring prior to the public hearing on the application which is conducted solely for the purpose of making visual observations. No ex parte communication may occur in connection with any Site visit. The act of driving, walking or traveling by any other method ("Traveling") by a Site in the customary course of Traveling to another location which is not undertaken for the purpose of making visual observations about the Site is not a Site visit.
 2. All decisions in a quasi-judicial proceeding must be supported by competent substantial evidence in the record pertinent to the proceeding, irrespective of any Site visit.
- J. 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.
- K. 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.

- L. Parties are entitled to have the correct requirements of the law applied to their application.
- M. If the application meets the requirements of the law, parties are entitled to have their application approved.

II. The following procedures ~~should~~shall 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.~~ Comment portion 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. Each party and speaker wishing to present handouts, photographs, presentation slides or any other materials (collectively, "Materials") during a quasi-judicial proceeding must submit such Materials to the City Clerk no later than 24 hours in advance of the applicable public hearing. Materials submitted after the deadline will not be accepted and may not be used.
- 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~~the proceeding Council Members may leave the Council Chamber for short periods of time.~~—At such times provided~~ they continue to hear testimony ~~because they~~ 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. The order of initial presentations shall be:
 - 1. Presentation by City Administration.
 - 2. Presentation by ~~Applicant~~the Appellant followed by the ~~Appellant~~Applicant, 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 person shall register as an Opponent with the City Clerk at least one week prior to the scheduled public hearing, or within 48 hours after the City staff report for the public hearing has been published (whichever is later). If more than one person registers to utilize the initial presentation time provided for an Opponent, the registered persons shall attempt to agree on a single representative to participate as the Opponent in the proceeding. If the persons cannot agree on a single representative, then each person (or person’s representative) shall share equally the time allotted to the Opponent for each part of these procedures. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed. If a Property Owner who is not the Appellant or the Applicant opposes the Application and utilizes any part of the time available to the Property Owner to make an initial presentation, the Opponent shall not be permitted to make an initial presentation (but shall be provided an opportunity for cross-examination and rebuttal/closing).~~
4. If the Property Owner is neither the ~~Applicant~~Appellant nor the ~~Appellant~~Applicant, 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~~Comment. Upon conclusion of the initial presentations, members of the public may speak for not more than 3 minutes— each. Speakers ~~should~~shall 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.—Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party who supports the application may only cross examine any witness who previously testified in opposition to the application. The questioning party is not permitted to make any statements, only to ask questions that are directly related to the testimony presented.~~ 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 as an Opponent, said individual shall notify the City Clerk prior to the

~~conclusion~~beginning of initial presentations for the Public Hearing~~applicable 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).~~The order of cross examination shall be:

1. Cross examination by ~~Opponents~~City Administration.
2. Cross examination by ~~City Administration~~Opponent, if applicable.
3. Cross examination by Appellant followed by Applicant, followed by Property Owner, 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 and/or rebuttal. The order of rebuttal/closing shall be:

1. Rebuttal/~~Closing by Opponents~~.
- ~~2. Rebuttal~~ by City Administration.
2. Rebuttal/Closing by Opponent, if applicable.
3. Rebuttal/Closing by Appellant—Applicant followed by the ApplicantAppellant, if different—, followed by the Property Owner, if different.

Note: Rebuttal may be waived by any party.

The following page(s) contain the backup material for Agenda Item: A resolution approving the settlement of the claim of Sandra Bentil against the City of St. Petersburg and providing an effective date.

Please scroll down to view the backup material.



RESOLUTION NO. _____

A RESOLUTION APPROVING SETTLEMENT OF
THE CLAIM OF SANDRA BENTIL AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the settlement by and between the City of St. Petersburg and Sandra Bentil in the amount of \$44,500.00 is approved.

BE IT FURTHER RESOLVED that the City Administration and the City Attorney's Office are authorized to execute the necessary paperwork and pay the funds in accordance with such settlement.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

LEGAL:

/s/ Danielle Weaver-Rogers

City Attorney (designee)

(00621606)

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number LCA 1636
Please scroll down to view the backup material.





**CITY OF ST. PETERSBURG
MEMORANDUM**

TO: Chan Srinivasa, City Clerk, City Clerk's Office
FROM: David Dickerson, Collection Manager, Billing & Collections *DD*
SUBJECT: Public Hearing - City Council Meeting on JUNE 16, 2022
DATE: June 1, 2022

Attached is the backup information regarding the Special Assessments listed below that are scheduled for confirmation at the council meeting referenced above:

<u>ASSESSMENT TYPE</u>	<u>ASSESSMENT NUMBER</u>
LOT CLEARING	1636
DEMOLITION	494

ST. PETERSBURG CITY COUNCIL

MEETING OF: JUNE 16, 2022

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number LCA 1636

EXPLANATION: Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 8% per annum on the unpaid balance.

SEC:	<u>1636</u>
NUMBER OF STRUCTURES	<u>12</u>
ASSESSABLE AMOUNT:	<u>\$2,508.81</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$2,508.81 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

6/01/22 12:21:13:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
6-16-2022

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS
LCA 1636 80648	A R K A HOMES 2 LLC 16310 MUIRFIELD DR ODESSA FL 335565423	31 31 17 32796 000 0790 GRAND VIEW PARK LOTS 79 & 81 LESS 6FT X 10 FT T/A OF SE COR OF LOT 81 FOR RD R/W	625 38TH AVE S
LCA 1636 80649	BILLUE, JIMMY T PO BOX 11954 SAINT PETERSBURG FL 337331954	27 31 16 33642 000 0010 GRIFFIN'S SUB LOT 1	3663 15TH AVE S
LCA 1636 80650	ARSHT, STEVEN J ARSHT, ALONA V 840 3RD AVE S SAINT PETERSBURG FL 337152223	06 32 17 51444 012 0160 LEWIS ISLAND SEC 1 BLK 12, LOT 16	4101 NEPTUNE DR SE
LCA 1636 80651	UNITED REAL ESTATE INVESTMENTS LLC 13810 ROANOKE ST DAVIE FL 333256516	03 32 16 56160 004 0130 MAXIMO MOORINGS UNIT 1 BLK 4, LOT 13 & SE'LY 20FT OF LOT 14	3864 50TH AVE S
LCA 1636 80652	TOTH, CSABA PETER TOTH, DONNA DEE 14 MAPLE AVE S MISSISSAUGA ON L5H 2R6 CANADA	01 31 16 59850 000 0710 NEW HOME SUB LOT 71	4351 18TH ST N
LCA 1636 80653	H.E.A T.CONCEPTS INC 2007 W SWANN AVE TAMPA FL 336062483	23 31 16 65862 002 0050 PALMETTO PARK BLK 2, LOTS 5 AND 6	2942 1ST AVE S
LCA 1636 80654	SANTORA, FRANK JR 1331 MUROK WAY S SAINT PETERSBURG FL 337056128	13 32 16 71244 005 0210 PINELLAS POINT ADD SEC A MOUND SEC BLK 5, LOT 20 LESS E 13.81 FT & ALL OF LOT 21	1331 MUROK WAY S

6/01/22 12:21:13:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
6-16-2022

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS
LCA 1636 80655	LANG COURT VENTURES LLC 356 22ND AVE NE SAINT PETERSBURG FL 337043529	19 31 17 74640 000 0001 RICHARDSON PARK TOWNHOMES TRACT A	829 CALLA TERR N
LCA 1636 80656	BURGER KING CORP PO BOX 460189 HOUSTON TX 770568189	30 30 17 75605 001 0010 RIO VISTA CENTER 2ND PART REP BLK 1, LOT 1	7705 DR. ML KING JR
LCA 1636 80657	2000 17TH AVENUE SOUTH LLC 2071 FLATBUSH AVE STE 22 BROOKLYN NY 112344340	25 31 16 89766 001 0040 TANHURST SUB BLK A, LOTS 4,5,6,7 AND 8	2000 17TH AVE S
LCA 1636 80658	WELLS, KEVIN 4905 34TH ST S UNIT 115 SAINT PETERSBURG FL 337114511	22 31 16 96228 006 0030 WEST CENTRAL AVE RESUB BLK 6, LOT 3	3418 2ND AVE S
LCA 1636 80659	ARVM 5 LLC 5001 PLZ ON THE LK STE 200 AUSTIN TX 787461053	26 31 16 97560 000 0690 WILDWOOD SUB LOT 69	2720 13TH AVE S

TOTAL NUMBER OF ASSESSMENTS: 12

TOTAL ASSESSMEN'

LOT CLEARING NUMBER 1636
COST / FUNDING / ASSESSMENT INFORMATION

CATEGORY ASSESSED

AMOUNT TO BE ASSESSED

LOT CLEARING COST

\$ 1,728.81

ADMINISTRATIVE FEE

\$ 780.00

TOTAL:

\$ 2,508.81

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO.1636 ("LCA 1636") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No.1636 ("LCA 1636") have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No.1636 ("LCA 1636") as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 8% per annum from the date of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Legal:

Department:

/s/ Ben James
00624281

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Demolition Number DM0 494
Please scroll down to view the backup material.



J-2



**CITY OF ST. PETERSBURG
MEMORANDUM**

TO: Chan Srinivasa, City Clerk, City Clerk's Office
FROM: David Dickerson, Collection Manager, Billing & Collections *DD*
SUBJECT: Public Hearing - City Council Meeting on **JUNE 16, 2022**
DATE: June 1, 2022

Attached is the backup information regarding the Special Assessments listed below that are scheduled for confirmation at the council meeting referenced above:

<u>ASSESSMENT TYPE</u>	<u>ASSESSMENT NUMBER</u>
LOT CLEARING	1636
DEMOLITION	494

ST. PETERSBURG CITY COUNCIL

MEETING OF: JUNE 16, 2022

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number **DMO 494**

EXPLANATION: The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8 of the St. Petersburg City Code. The City's Codes Compliance Assistance Department incurred costs of condemnation/securing/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 8% per annum on the unpaid balance.

DMO:	<u>494</u>
NUMBER OF STRUCTURES:	<u>4</u>
ASSESSABLE AMOUNT:	<u>\$2,601.82</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$2,601.82** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____ **AGENDA NO.** _____

6/01/22 13:52:49:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
6-16-2022

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS
DMO 0494 03371	PCRH FUND LLLP 6830 CENTRAL AVE STE C SAINT PETERSBURG FL 337071208	25 31 16 00648 000 0130 ALMA HEIGHTS REV LOT 13	958 10TH AVE S
DMO 0494 03372	NORTHWOODS LTD PTNSHP PO BOX 41847 SAINT PETERSBURG FL 337431847	17 31 16 19690 000 0010 CROSSROADS CENTER (CROSSROADS SHOPPING CTR) PT LOT 1 DESC FROM NW COR OF SEC TH E 62.5FT TH S	2050 TYRONE BLVD N
DMO 0494 03373	BRYANT, CORLIS U 1220 ASTURIA WAY S SAINT PETERSBURG FL 337054638	21 31 16 35244 005 0150 HALL'S CENTRAL AVE NO. 3 BLK 5, LOTS 15 AND 16 SEE S 1/2 22-31-16	4001 5TH AVE S
DMO 0494 03374	BPOZ 1000 FIRST LLC 255 GLENVILLE RD GREENWICH CT 068314173	24 31 16 94842 000 0080 WARD'S & BAUM'S ADD LOTS 7 & 8 LESS N 53.33FT FOR RD R/W	936 1ST AVE N

TOTAL NUMBER OF ASSESSMENTS: 4

TOTAL ASSESSMEN

SAS805R

BUILDING DEMOLITION NUMBER DMO 494
COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
Demolition Cost	\$ 0.00
Asbestos Cost	\$ 0.00
Legal Ad	\$ 1,023.14
Engineer's Charge	\$ 555.00
Administrative Fee	\$ <u>1,023.68</u>
TOTAL:	\$ 2,601.82

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 494 ("DMO NO. 494") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 494 ("DMO No. 494"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such demolition against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on June 16, 2022, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Dcmolition No. 494 ("DMO No. 494") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 8% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Legal:

Department:

/s/ Ben James
00624279

The following page(s) contain the backup material for Agenda Item: Ordinance 1141-V approving a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast. (City File No.: DRC 21-330000018)
Please scroll down to view the backup material.



J-3



SAINT PETERSBURG CITY COUNCIL

Meeting of June 16, 2022

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

SUBJECT: Ordinance 1141-V approving a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and a vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast. (City File No.: DRC 21-33000018)

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

RECOMMENDED CITY COUNCIL ACTION:

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

Request: The request is to vacate Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast and to vacate Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast. The purpose of the vacation is to consolidate the property to construct a new middle school and YMCA for the property located at 501 62nd Ave NE.

Background: This request is related to Case No. 21-32000015 for a proposed middle school and YMCA at 501 62nd Ave NE. On May 12, 2022, City Council approved a resolution granting an appeal and approving the request for a Special Exception and related site plan to construct a 111,757 sq. ft. middle school and YMCA, with an amended site plan with a variance to the required 10-foot green yard on Pershing Street NE, subject special conditions of approval. The approved site plan requires the closing of Pershing Street NE from 62nd Avenue NE to Davenport Avenue NE, see attached Site Plan Option B.

At that same meeting following the appeal item, City Council approved a resolution to initiate the closure of Pershing Avenue from 62nd Avenue NE to Davenport Avenue NE to effectuate the amended site plan (Site Plan Option B). After the May 12th City council appeal hearing, it was determined that the DRC action is the final action necessary for the Street Closure application, and no further City Council action will be required for the closure of Pershing Street NE. On June 1, 2022, the application for approval of the Street Closure for Pershing

Street NE from 62nd Avenue NE to Davenport Avenue NE will be considered by the Development Review Commission (Case No. 22-34000001).

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

Agency Review: This request to vacate rights-of-way was routed to City Departments and Private Utility Providers for comments. The Engineering Department's Memorandum dated December 6, 2021 states that they have no objection provided conditions of approval are included requiring public utility modifications and roadway improvements within the rights-of-way to be vacated. Water Resources Department's Memorandum dated December 3, 2021 states that they have no objection with the condition that all present utility mains and structures located in the proposed vacation are properly abandoned and removed. Conditions of approval of the requested vacation are included requiring the applicant to comply with the conditions provided within the Engineering and Water Resources Memorandums. The City's Transportation and Parking Management Department reviewed the proposed vacation and has no objection.

Duke Energy indicated that they have existing facilities within the rights-of-way to be vacated and will require removal/relocation of existing facilities at the applicant's expense or granting of an easement. A condition of approval has been included requiring the removal/relocation of existing Duke Energy facilities; or, granting of an easement over the portions of rights-of-way requested to be vacated. Frontier Communications also indicated that they have facilities within the rights-of-way to be vacated and will require an easement to be dedicated for their facilities to remain. A condition of approval has been included requiring the applicant to grant an easement to Frontier Communications over their facilities located within the rights-of-way requested to be vacated.

DRC Action/Public Comments: On January 5, 2022, the Development Review Commission (DRC) voted 6-0 to recommend approval of the proposed vacation. Due to an omission in noticing this request was reheard by the Development Review Commission on April 6, 2022 where the DRC again voted 6-0 to recommend approval of the proposed vacation to City Council. During that public hearing several speakers again expressed concerns about traffic impacts from the new school and YMCA.

This request to vacate rights-of-way included a condition requiring approval of the related Special Exception and Site Plan request, DRC Case 21-32000015, to construct the middle school and YMCA. As previously noted, City Council approved the applicant's appeal thereby granting the request with an amended site plan and special conditions of approval. With the approval of the request along with the subsequent consideration of the Street Closure of Pershing Street NE by the DRC on June 1st, this application to vacate rights-of-way can now be considered by City Council. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

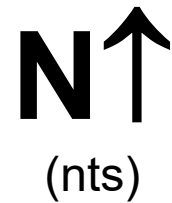
The Administration recommends **APPROVAL** of the vacation of rights-of-way, subject to the following conditions:

1. Prior to the recording of the vacation ordinance the vacated rights-of-way, along with the abutting properties, shall be replatted.
2. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Engineering Memorandum dated December 6, 2021.
3. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Water Resources Department's Memorandum dated December 3, 2021.
4. Prior to recording the vacation ordinance, the applicant shall either remove/relocate existing Duke Energy facilities; or, grant an easement over their facilities located within the portions of rights-of-way requested to be vacated. In either case a written letter of no objection from Duke Energy is required stating that their facilities have been removed/relocated, the easement is sufficient for their interest, or that there is no conflict.
5. Prior to recording the vacation ordinance, the applicant shall grant an easement to Frontier Communications over their facilities located within the portions of rights-of-way requested to be vacated. A written letter of no objection from Frontier Communications is required stating that the easement is sufficient for their interest, or that there is no conflict.
6. As required by the Amended Interlocal Agreement for Public Education Facility Development Approvals, Paragraph 3.1., approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 48 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. If the School Board provides written evidence to the Mayor that it does not control all of the property subject to a plat, the Mayor may extend the time frame for recordation of that plat, and the related vacation ordinances shall not lapse or expire, to one (1) year from the date the School Board obtains control of all property subject to the plat.

Attachments: Project Location Map, Site Plan Option B, Ordinance including Exhibit A, Engineering Memorandum dated December 6, 2021, Water Resources Memorandum dated December 3, 2021, DRC Case 21-33000018 Staff Report, DRC Case 21-33000018 Approval Letter, DRC Case 21-32000015 Approval Letter



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No.: 21-3300018
Address: 501 62nd Avenue Northeast



ORDINANCE NO. 1141-V

AN ORDINANCE APPROVING A VACATION OF DAVENPORT AVENUE NORTHEAST FROM PERSHING STREET NORTHEAST TO THE EASTERN TERMINUS OF DAVENPORT AVENUE NORTHEAST; AND A VACATION OF PINE STREET NORTHEAST FROM 64TH AVENUE NORTHEAST TO THE SOUTHERN TERMINUS OF PINE STREET NORTHEAST; 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 and the Development Review Commission on April 6, 2022 (City File No.: DRC 21-33000018):

Legal Description: See attached Exhibit "A" incorporated as if fully stated herein.

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. Prior to the recording of the vacation ordinance the vacated rights-of-way, along with the abutting properties, shall be replatted.
2. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Engineering Memorandum dated December 6, 2021.
3. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Water Resources Department's Memorandum dated December 3, 2021.
4. Prior to recording the vacation ordinance, the applicant shall either remove/relocate existing Duke Energy facilities; or, grant an easement over their facilities located within the portions of rights-of-way requested to be vacated. In either case a written letter of no objection from Duke Energy is required stating that their facilities have been removed/relocated, the easement is sufficient for their interest, or that there is no conflict.
5. Prior to recording the vacation ordinance, the applicant shall grant an easement to Frontier Communications over their facilities located within the portions of rights-of-way requested to be vacated. A written letter of no objection from Frontier Communications is required stating that the easement is sufficient for their interest, or that there is no conflict.
6. As required by the Interlocal Agreement for Public Education Facility Development Approvals, Section 3. Development Approval Required, Subsection I, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 48 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. If the School Board provides written evidence to the Mayor that it does not control all of the property subject to a plat, the Mayor may extend the time frame for recordation of that plat, and the related vacation ordinances shall not lapse or expire, to one (1) year from the date the School Board obtains control of all property subject to the plat.

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 DEPARTMENT:

Michael J. Dema

/s/ Elizabeth Abernethy

LEGAL DESCRIPTION

A parcel of land lying in Sections 31 & 32, Township 30 South, Range 17 East, Pinellas County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of TRACT - A, BOULEVARD ESTATES SCHOOL REPLAT, according to the map or plat thereof as recorded in Plat Book 59, Page 73, Public Records of Pinellas County, Florida, same corner being the Southwest corner of Lot 8, Block 4, FLORIDA RIVIERA PLAT No. 2, according to the map or plat thereof as recorded in Plat Book 7, Page 71, of said Public Records; thence Northwesterly along the West line of said Lot 8 and along the arc of a curve to the left, a distance of 92.82 feet, said curve having a radius of 910.28 feet and being subtended by a chord bearing and distance of N 09°31'23" W, 92.78 feet, to a Northwesterly corner of said Lot 8 and the POINT OF BEGINNING; thence continue along the Northwesterly extension of said arc, a distance of 79.72 feet, said arc being subtended by a chord bearing and distance of N 14°57'10" W, 79.69 feet, to a Southwesterly corner of Lot 1, Block 11, of said FLORIDA RIVIERA PLAT No. 2, and a point of cusp with a non-tangent curve to the left, concave Northeasterly, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of S 59°57'15" E, 13.51 feet; thence Southeasterly along the arc of said curve, a distance of 14.83 feet to a point of tangency on the South line of said Lot 1; thence North 77°33'12" East along the South line of said Block 11, a distance of 357.44 feet to the beginning of a curve to the left, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of N 22°24'26" E, 16.41 feet; thence Northeasterly along the arc of said curve, through a central angle of 110°17'32", a distance of 19.25 feet to a point of compound curvature with a curve to the left, having a radius of 1215.06 feet, and being subtended by a chord bearing and distance of N 35°35'36" W, 121.01 feet; thence Northwesterly along the arc of said curve and Northeasterly line of said Block 11, through a central angle of 05°42'31", a distance of 121.06 feet to a point of compound curvature with a curve to the left, having a radius of 1080.24 feet, and being subtended by a chord bearing and distance of N 41°01'14" W, 96.98 feet; thence Northwesterly along the arc of said curve and Northeasterly line of said Block 11, through a central angle of 05°08'45", a distance of 97.02 feet to a point of compound curvature with a curve to the left, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of N 75°32'16" W, 10.58 feet; thence Westerly along the arc of said curve, through a central angle of 63°53'26", a distance of 11.15 feet to a Northeasterly corner of Lot 9, of said Block 11; thence North 72°31'01" East along the Northeasterly extension of the North line of said Lot 9, a distance of 88.60 feet to a Northwesterly corner of said TRACT - A and the beginning of a non-tangent curve to the left, concave Southeasterly, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of S 15°26'52" W, 16.79 feet; thence Southerly along the arc of said curve and Westerly line of said TRACT - A, a distance of 19.92 feet to a point of reverse curvature with a curve to the right, having a radius of 1140.24 feet, and being subtended by a chord bearing and distance of S 40°01'07" E, 63.78 feet; thence Southeasterly along the arc of said curve and said Westerly line, through a central angle of 03°12'19", a distance of 63.79 feet to a point of compound curvature with a curve to the right, having a radius of 1275.06 feet, and being subtended by a chord bearing and distance of S 33°18'43" E, 226.88 feet; thence Southeasterly along the arc of said curve and said Westerly line, through a central angle of 10°12'30", a distance of 227.18 feet to a Northwesterly corner of said TRACT - A; thence South 77°36'17" West along the Northerly line of said TRACT - A and the Northerly line of said Block 4, a distance of 450.64 feet to the beginning of a curve to the left, concave Southeasterly, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of S 32°34'49" W, 14.15 feet; thence Southwesterly along the arc or said curve, through a central angle of 90°02'56", a distance of 15.72 feet to the POINT OF BEGINNING.

Containing 42,090.5 square feet or 0.966 acres, more or less.

SURVEYOR'S NOTES

1. This is a sketch to accompany a description as defined in Chapter 5J-17.052(6) of the Florida Administrative Code and is not a field survey.
2. Bearings shown hereon are based on Grid North as established by the National Ocean Service (NOS) through its program office National Geodetic Survey (NGS) and the South line of Block 11, FLORIDA RIVIERA PLAT No. 2 (Plat Book 7, Page 71, Public Records of Pinellas County, FL) being N 77°33'12" E.
3. The plat geometry shown hereon is based on monumentation found during the course of a field survey.
4. The coordinate system utilized hereon is based on the Florida State Plane Coordinate System, West Zone, North American Datum of 1983, 2011 adjustment, as established using the public Florida Department of Transportation's (FDOT) Florida Permanent Reference Network (FPRN) of fixed base stations. All distances shown hereon are in US Survey Feet, grid distances.
5. Not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.

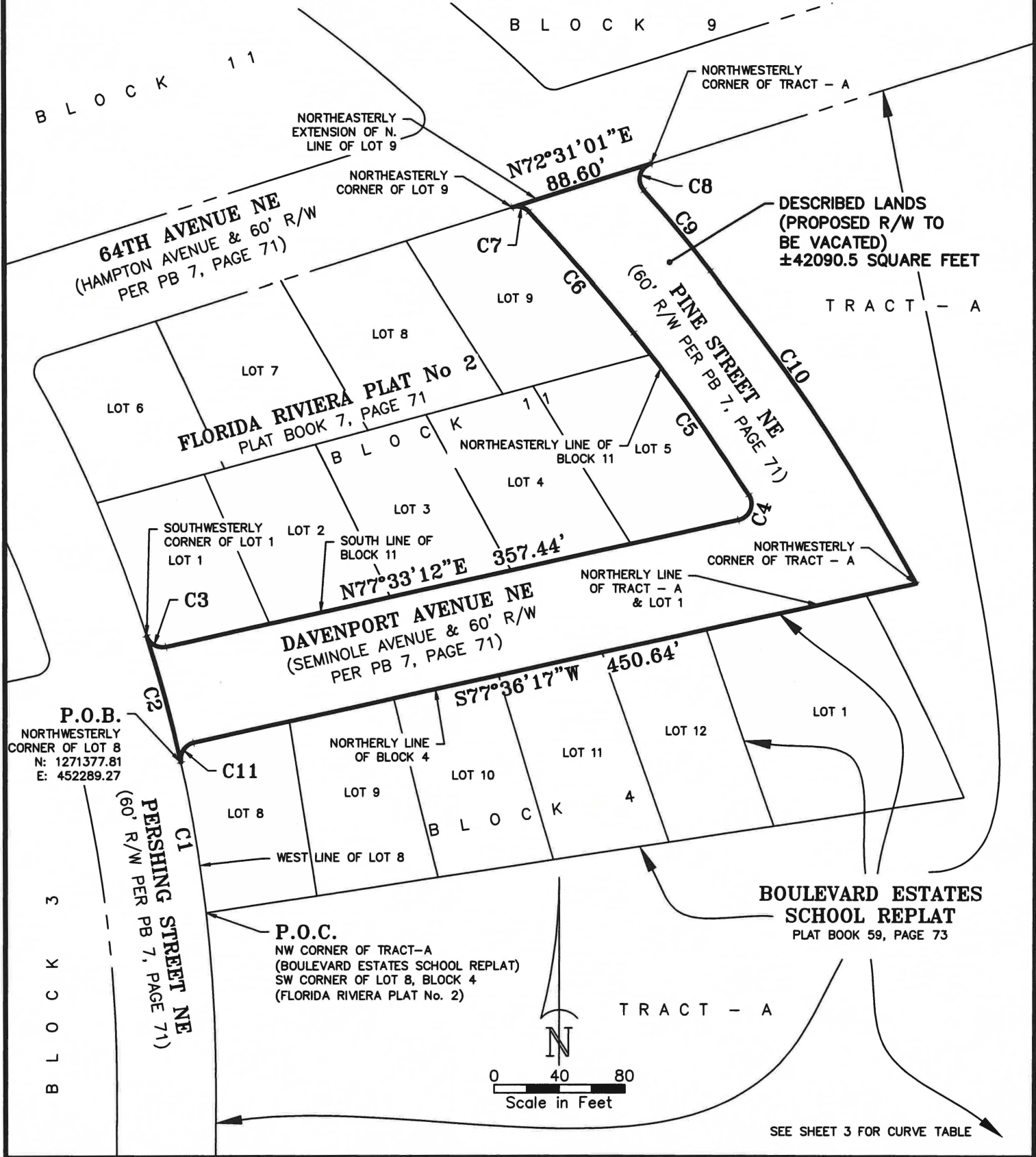
LEGEND

LB	Licensed Business	P.O.B.	Point of Beginning
LS	Licensed Surveyor	R/W	Right of way
P.O.C.	Point of Commencement	PSM	Professional Surveyor and Mapper
ORB	Official Records Book	ID	Identification
N	Northing (Y) Coordinate	PB	Plat Book
E	Easting (X) Coordinate		

PREPARED FOR: CITY OF ST. PETERSBURG		YMCA Partnership Middle School R/W Vacation Sketch & Description SECTIONS 31/32, TOWNSHIP 30 S., RANGE 17 E.		REVISED	BY	DATE	DESCRIPTION
CREW CHIEF		Matthew W. Simpson, PSM, LS 725 11-20-2021 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 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		JOB NO. 21006000SE	
DRAWN						SHEET NO. 1 OF 3	
CHECKED							
FIELD BOOK							
FIELD DATE							

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 LOGIN: Simpson, Matt
 PLOTTED: 10/22/2021 11:13 AM

SKETCH OF DESCRIPTION



PREPARED FOR:
CITY OF ST. PETERSBURG

**YMCA Partnership Middle School
R/W Vacation Sketch & Description**
SECTIONS 31/32, TOWNSHIP 30 S., RANGE 17 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	GMK	10/21/21
CHECKED	MWS	10/22/21
FIELD BOOK		
FIELD DATE		

SEE SHEET 1 FOR
SIGNATURE, SEAL, LEGEND,
DESCRIPTION, AND NOTES



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 WWW.GEORGEFYOUNG.COM
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
21006000SE
SHEET NO.
2 OF 3

FILE: I:\project\sur\21006000SE\DWG\21006000SE-SD01.dwg
LOGIN: Simpson, Matt
PLOTTED: 10/22/2021 11:13 AM

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	92.82'	910.28'	5°50'32"	N09°31'23"W	92.78'
C2	79.72'	910.28'	5°01'03"	N14°57'10"W	79.69'
C3	14.83'	10.00'	84°59'06"	S59°57'15"E	13.51'
C4	19.25'	10.00'	110°17'32"	N22°24'26"E	16.41'
C5	121.06'	1215.06'	5°42'31"	N35°35'36"W	121.01'
C6	97.02'	1080.24'	5°08'45"	N41°01'14"W	96.98'
C7	11.15'	10.00'	63°53'26"	N75°32'16"W	10.58'
C8	19.92'	10.00'	114°08'17"	S15°26'52"W	16.79'
C9	63.79'	1140.24'	3°12'19"	S40°01'07"E	63.78'
C10	227.18'	1275.06'	10°12'30"	S33°18'43"E	226.88'
C11	15.72'	10.00'	90°02'56"	S32°34'49"W	14.15'

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 LOGIN: Simpson, Matt
 PLOTTED: 10/22/2021 11:13 AM

PREPARED FOR:
 CITY OF ST. PETERSBURG

**YMCA Partnership Middle School
 R/W Vacation Sketch & Description**
 SECTIONS 31/32, TOWNSHIP 30 S., RANGE 17 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	GMK	10/21/21
CHECKED	MWS	10/22/21
FIELD BOOK		
FIELD DATE		

**SEE SHEET 1 FOR
 SIGNATURE, SEAL, LEGEND,
 DESCRIPTION, AND NOTES**



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 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
 21006000SE
 SHEET NO.
3 OF 3

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

TO: Jennifer Bryla, Zoning Official, Development Review Services
Scot Bolyard, Deputy Zoning Official, Planning & Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: December 6, 2021

SUBJECT: Right of Way Vacation

FILE: 21-33000018

LOCATION AND PIN:

400 DAVENPORT AVE NE	31-30-17-28494-004-0080
410 DAVENPORT AVE NE	31-30-17-28494-004-0100
428 DAVENPORT AVE NE	31-30-17-28494-004-0110
434 DAVENPORT AVE NE	31-30-17-28494-004-0120
401 DAVENPORT AVE NE	31-30-17-28494-011-0010
411 DAVENPORT AVE NE	31-30-17-28494-011-0020
421 DAVENPORT AVE NE	31-30-17-28494-011-0030
435 DAVENPORT AVE NE	31-30-17-28494-011-0040
440 DAVENPORT AVE NE	32-30-17-10458-000-0011
6309 PERSHING ST NE	31-30-17-28494-011-0060
410 64TH AVE NE	31-30-17-28494-011-0070
501 62ND AVE NE	32-30-17-10458-000-0010
418 64TH AVE NE	31-30-17-28494-011-0080

ATLAS: E-34 & D-34

Zoning: Neighborhood Suburban, Single-Family (NS-1)

REQUEST: Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast.

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

SPECIAL CONDITIONS OF APPROVAL:

1. The applicant shall be required to perform the following public utility modifications as a condition of approval for the vacation requests. All work shall be done per current City ECID standards and technical specifications by and at the sole expense of the applicant.
 - a. Properly abandon the public sanitary sewer in Davenport Avenue west of public manhole E24-220.
 - b. Relocate the public storm sewer conveyance system existing within Davenport Avenue NE and east of Pershing Street NE and within Pine Street NE south of 64th Avenue NE.

- c. Coordinate with the City Water Resources department (email WRD-UtilityReviewRequest@stpete.org) to abandon or relocate the public water main within Daveport Avenue NE, east of Pershing Street NE; and within Pine Street NE south of 64th Avenue NE. All work on the public water system to be performed by the City Water Resources department at the expense of the applicant.

The applicants Engineer of Record shall submit signed and sealed civil plans for City review and approval prior to initiating any construction within public right of way, public right of way to be vacated, or within public easement areas.

2. The applicant shall remove the roadway pavement within the vacated right of way areas and completely remove the roadway approach to Pine Street NE (on the south side of 64th Avenue NE) and the roadway approach to Davenport Avenue NE (on the east side of Pershing Street NE). Raised roadway curb shall be reinstalled at the south edge of 64th Avenue NE (at vacated Pine Street NE) and at the east edge of Pershing Street NE (at vacated Davenport Avenue NE) to close the vacated areas to public travel and restore the public right of way adjacent to the vacated areas. The drainage plan shall be developed to divert off-site surface drainage flows into the public drainage system and around the right of ways to be vacated.
3. The applicant will be required to slavage and return to the City all manhole ring and covers, catch basin lids, signs and any other items within the vacated rights-of-way that belong to the City.
4. 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:

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 or as a condition of the right of way vacations.

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.

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.

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 – City WRD

MEMORANDUM
CITY OF ST. PETERSBURG
Water Resources Department

TO: Jennifer Bryla, Zoning Official

FROM: Adam Iben, Designer II, Water Resources

DATE: December 3, 2021

SUBJECT: Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast.

PLAT: E-34 & D-34

CASE: 21-33000018

LOCATION: 400 DAVENPORT AVE NE; 31-30-17-28494-004-0080
410 DAVENPORT AVE NE; 31-30-17-28494-004-0100
428 DAVENPORT AVE NE; 31-30-17-28494-004-0110
434 DAVENPORT AVE NE; 31-30-17-28494-004-0120
401 DAVENPORT AVE NE; 31-30-17-28494-011-0010
411 DAVENPORT AVE NE; 31-30-17-28494-011-0020
421 DAVENPORT AVE NE; 31-30-17-28494-011-0030
435 DAVENPORT AVE NE; 31-30-17-28494-011-0040
440 DAVENPORT AVE NE; 32-30-17-10458-000-0011
6309 PERSHING ST NE; 31-30-17-28494-011-0060

Project file

MEMORANDUM
CITY OF ST. PETERSBURG
Water Resources Department

410 64TH AVE NE; 31-30-17-28494-011-0070

501 62ND AVE NE; 32-30-17-10458-000-0010

418 64TH AVE NE; 31-30-17-28494-011-0080

REMARKS: Water Resources has no objection to the above referenced subject with the condition that all present utility mains and structures located in the proposed vacation are properly abandoned and removed.



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

**EXECUTIVE SUMMARY MEMO
DEVELOPMENT REVIEW COMMISSION
PUBLIC HEARING**

According to Planning and Development Services Department records, **no Commission Member** has a direct or indirect ownership interest in real property located within 2,000 linear feet of real property contained within the application (measured by a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon announcement of the item.

EXECUTIVE SUMMARY MEMO TO REPORTS TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT, for Public Hearing and Executive Action on **April 6, 2022 at 10:00 A.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

REQUEST: **Case No. 21-33000018.** Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast.

OWNER: Pinellas Board of Public Institutions
P.O. Box 2942
Largo, Florida 33779-2942

AGENTS: Matt Walker
George F. Young, Inc
299 Dr. Martin Luther King Jr. St. N.
St. Petersburg, FL 33703

BACKGROUND: On January 5, 2022, the Development Review Commission (DRC) held a public hearing on the above request. At that hearing the DRC recommended to City Council approval of the request by a vote of 6 to 0, see attached vote sheets. The request is being brought back to the DRC for another public hearing due to an omission in noticing.

PUBLIC COMMENTS: The subject property is not within the boundaries of any neighborhood associations but is within 300-feet of the boundaries of the Edgemoor Neighborhood Association. At the January public hearing, two speakers stated that they are in favor of the vacation of rights-of-way and one of them expressed concerns about traffic impacts from the new school and YMCA. At time of publication of this report staff has received additional comments in opposition and in support of the new school and YMCA, see correspondence attached to the Executive Summary Memo for DRC Case 21-32000015. Staff met with representatives from the neighborhood who expressed concerns regarding traffic, lights and noise. Staff also met with the applicant's representatives. Special conditions of approval are included in the concurrent application, DRC Case 21-32000015, to address these concerns.

STAFF RECOMMENDATION: Based on a review of the application and in accordance with the attached staff report the Planning and Development Services Department Staff recommends **APPROVAL** of the request with Special Conditions of approval. **Please note that as per Special Condition #1, this application is contingent upon approval of the concurrent Special Exception application, DRC Case 21-32000015 and it shall not be scheduled for City Council review prior to final approval of the Special Exception application.**

ATTACHMENTS: DRC Case 21-33000018 Staff Report, DRC Case 21-33000018 vote sheet



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

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHTS-OF-WAY
PUBLIC HEARING**

According to Planning and Development Services Department records, **no Commission Member** has a direct or indirect ownership interest in real property located within 2,000 linear feet of real property contained within the application (measured by a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon 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 **January 5, 2022 at 1:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 21-33000018 PLAT SHEET: D-34 & E-34

REQUEST: Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast.

OWNER: Pinellas Board of Public Institutions
P.O. Box 2942
Largo, Florida 33779-2942

AGENT: Matt Walker
George F. Young, Inc.
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33703

ADDRESSES AND PARCEL ID NOS: 501 62nd Avenue Northeast; 32-30-17-10458-000-0010
410 64th Avenue Northeast; 31-30-17-28494-011-0070
418 64th Avenue Northeast; 31-30-17-28494-011-0080
400 Davenport Ave Northeast; 31-30-17-28494-004-0080
401 Davenport Ave Northeast; 31-30-17-28494-011-0010
410 Davenport Ave Northeast; 31-30-17-28494-004-0100
411 Davenport Ave Northeast; 31-30-17-28494-011-0020
421 Davenport Ave Northeast; 31-30-17-28494-011-0030
428 Davenport Ave Northeast; 31-30-17-28494-004-0110

434 Davenport Ave Northeast; 31-30-17-28494-004-0120
435 Davenport Ave Northeast; 31-30-17-28494-011-0040
440 Davenport Ave Northeast; 32-30-17-10458-000-0011
6309 Pershing St Northeast; 31-30-17-28494-011-0060

LEGAL DESCRIPTION: On File

ZONING: Neighborhood Suburban, Single-Family (NS-1)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast. This request is related to the applicant's concurrent Development Review Commission Application No. 21-32000015 requesting approval of a special exception and related site plan to construct a 111,757 sq. ft. middle school and YMCA in the NS-1 zoning district.

The area of the rights-of-way proposed for vacation is depicted on the attached map, see Attachment A, and sketch and description, see Attachment B. The applicant's goal is to vacate the portion of Davenport Ave NE located east of Pershing St NE and the portion of Pine St NE located between 64th Ave NE and Davenport Ave NE to consolidate the property for redevelopment including new educational and recreational facilities.

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.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant, see Attachment C, **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's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. *Easements for public utilities including stormwater drainage and pedestrian easements may 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 for review and comments. Engineering requires public utility modifications and roadway improvements within vacated rights-of-way, see Attachment D. Water Resources identified utility mains and structures which will be required to be properly abandoned and removed, see Attachment E. Compliance with the conditions of approval provided within the Engineering and Water Resources Memorandums is included as a condition of approval at the end of this report. Duke Energy has facilities within the areas to be vacated and requires removal and relocation

at the applicant's expense; or, an easement dedicated over their facilities, see Attachment F. Frontier Communications also indicated that they have facilities within the areas to be vacated and will require an easement for their facilities to remain, see Attachment G. Conditions of approval have been included in this report requiring the applicant to either remove/relocate existing private utility facilities or grant easements over their facilities, and provide letters of no objection from Duke Energy and Frontier Communications to address their concerns.

- 2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.*

The requested vacation, if approved, will deny access to the currently vacant platted lots with frontage along Davenport Ave NE and Pine St NE. A condition of approval requiring replatting of the property is included at the end of this report. Through the replatting process all lots with frontage on the rights-of-way to be vacated will be combined and reconfigured with new lots created that will be required to have frontage on newly dedicated or existing rights-of-way.

- 3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.*

Vacating the existing rights-of-way will not adversely alter utilized travel patterns and does not create dead-end rights-of-way. The vacation eliminates rights-of-way along two entire blockfaces with abutting vacant lots that are owned by the applicant.

- 4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.*

The rights-of-way are not needed for the purpose for which the City has a legal interest and there is no present or future need for the rights-of-way. This request was routed to the Transportation and Parking Management Department for review and comments and they indicated that they have no objection, see Attachment H.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

Transportation Element Policy T2.4 states, "*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.*"

The City's Transportation and Parking Management Department has reviewed the proposed vacation and has no objection. The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan.

C. Adopted Neighborhood or Special Area Plans

There are no neighborhood or special area plans which affect vacation of rights-of-way in this area of the City.

Comments from Agencies and the Public

This request to vacate rights-of-way was routed to City Departments and Private Utility Providers for comments. The Engineering Department's Memorandum dated December 6, 2021 states that they have no objection provided conditions of approval are included requiring public utility modifications and roadway improvements within the rights-of-way to be vacated, see Attachment D. Water Resources Department's Memorandum dated December 3, 2021 states that they have no objection with the condition that all present utility mains and structures located in the proposed vacation are properly abandoned and removed, see Attachment E. The conditions of approval provided within the Engineering and Water Resources Memorandums are included as conditions of approval at the end of this report. The City's Transportation and Parking Management Department reviewed the proposed vacation and has no objection, see Attachment H.

Duke Energy provided a response indicating that they have existing facilities within the rights-of-way to be vacated and will require removal/relocation of existing facilities at the applicant's expense or granting of an easement, see Attachment F. A condition of approval has been included requiring the removal/relocation of existing Duke Energy facilities; or, granting of an easement over the portions of rights-of-way requested to be vacated. Frontier Communications also indicated that they have facilities within the rights-of-way to be vacated and will require an easement to be dedicated for their facilities to remain, see Attachment G. A condition of approval has been included requiring the applicant to grant an easement to Frontier Communications over their facilities located within the rights-of-way requested to be vacated.

At the time of writing of the Staff Report there were no comments received from the public for or against the requested vacation of public rights-of-way.

RECOMMENDATION. Staff recommends **APPROVAL** of the proposed vacation of rights-of-way. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Approval of the vacation shall be contingent upon approval of a Special Exception and related Site Plan to construct a middle school and YMCA on the residentially zoned property located at 501 62nd Avenue Northeast.
2. Prior to the recording of the vacation ordinance the vacated rights-of-way, along with the abutting properties, shall be replatted.
3. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Engineering Memorandum dated December 6, 2021.
4. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Water Resources Department's Memorandum dated December 3, 2021.

5. Prior to recording the vacation ordinance, the applicant shall either remove/relocate existing Duke Energy facilities; or, grant an easement over their facilities located within the portions of rights-of-way requested to be vacated. In either case a written letter of no objection from Duke Energy is required stating that their facilities have been removed/relocated, the easement is sufficient for their interest, or that there is no conflict.
6. Prior to recording the vacation ordinance, the applicant shall grant an easement to Frontier Communications over their facilities located within the portions of rights-of-way requested to be vacated. A written letter of no objection from Frontier Communications is required stating that the easement is sufficient for their interest, or that there is no conflict.
7. As required City Code Section 16.70.050.1.1.F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded 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.
8. As required by the Interlocal Agreement for Public Education Facility Development Approvals, Section 3. Development Approval Required, Subsection I, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 48 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. If the School Board provides written evidence to the Mayor that it does not control all of the property subject to a plat, the Mayor may extend the time frame for recordation of that plat, and the related vacation ordinances shall not lapse or expire, to one (1) year from the date the School Board obtains control of all property subject to the plat.

REPORT PREPARED BY:

/s/ Scot Bolyard

Scot Bolyard, AICP, Deputy Zoning Official
Development Review Services Division
Planning & Development Services Department

12/23/2021

DATE

REPORT APPROVED BY:

/s/ Elizabeth Abernethy

Elizabeth Abernethy, AICP, Planning and Development Director
Development Review Services Division
Planning & Development Services Department

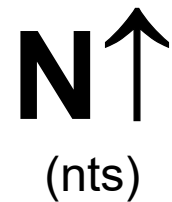
12/23/2021

DATE

Attachments: A – Location Map, B – Sketch and Legal Description, C – Applicant's Narrative, D – Engineering Memorandum dated December 6, 2021, E – Water Resources Memorandum dated December 3, 2021, F – Duke Energy email dated November 23, 2021, G – Frontier Communications letter dated November 15, 2021, H – Transportation email dated November 16, 2021



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No.: 21-3300018
Address: 501 62nd Avenue Northeast





SITE PLAN LEGEND

- NEW FENCE, REFER TO CIVL
- PROPERTY LINE
- SETBACK
- QUEUE LINE
- EASEMENTS
- EXTERIOR LIGHTING
- OVERHEAD POWER LINES
- CONCRETE PATH
- 25' WETLAND BUFFER
- NEW BUILDING
- WETLAND
- PROPOSED DRY PONDS, REFER TO CIVL

HARVARD JOLLY WA architects
ARCHITECTURE
 ST. PETERSBURG, FL | www.harvardjolly.com | 727-887-4611 | AR 0013140

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YMCA PARTNERSHIP MIDDLE SCHOOL
 501 62ND AVENUE NE
 ST. PETERSBURG, FL 33702
 CONSTRUCTION DOCUMENTS

Comm. No:	21014.00
Date:	05/04/22
Drawn by:	LE
Checked by:	

DRC-9

1 SITE PLAN - OPTION B (CLOSING PERSHING)
 1" = 160'-0"

LEGAL DESCRIPTION

A parcel of land lying in Sections 31 & 32, Township 30 South, Range 17 East, Pinellas County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of TRACT - A, BOULEVARD ESTATES SCHOOL REPLAT, according to the map or plat thereof as recorded in Plat Book 59, Page 73, Public Records of Pinellas County, Florida, same corner being the Southwest corner of Lot 8, Block 4, FLORIDA RIVIERA PLAT No. 2, according to the map or plat thereof as recorded in Plat Book 7, Page 71, of said Public Records; thence Northwesterly along the West line of said Lot 8 and along the arc of a curve to the left, a distance of 92.82 feet, said curve having a radius of 910.28 feet and being subtended by a chord bearing and distance of N 09°31'23" W, 92.78 feet, to a Northwesterly corner of said Lot 8 and the POINT OF BEGINNING; thence continue along the Northwesterly extension of said arc, a distance of 79.72 feet, said arc being subtended by a chord bearing and distance of N 14°57'10" W, 79.69 feet, to a Southwesterly corner of Lot 1, Block 11, of said FLORIDA RIVIERA PLAT No. 2, and a point of cusp with a non-tangent curve to the left, concave Northeasterly, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of S 59°57'15" E, 13.51 feet; thence Southeasterly along the arc of said curve, a distance of 14.83 feet to a point of tangency on the South line of said Lot 1; thence North 77°33'12" East along the South line of said Block 11, a distance of 357.44 feet to the beginning of a curve to the left, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of N 22°24'26" E, 16.41 feet; thence Northeasterly along the arc of said curve, through a central angle of 110°17'32", a distance of 19.25 feet to a point of compound curvature with a curve to the left, having a radius of 1215.06 feet, and being subtended by a chord bearing and distance of N 35°35'36" W, 121.01 feet; thence Northwesterly along the arc of said curve and Northeasterly line of said Block 11, through a central angle of 05°42'31", a distance of 121.06 feet to a point of compound curvature with a curve to the left, having a radius of 1080.24 feet, and being subtended by a chord bearing and distance of N 41°01'14" W, 96.98 feet; thence Northwesterly along the arc of said curve and Northeasterly line of said Block 11, through a central angle of 05°08'45", a distance of 97.02 feet to a point of compound curvature with a curve to the left, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of N 75°32'16" W, 10.58 feet; thence Westerly along the arc of said curve, through a central angle of 63°53'26", a distance of 11.15 feet to a Northeasterly corner of Lot 9, of said Block 11; thence North 72°31'01" East along the Northeasterly extension of the North line of said Lot 9, a distance of 88.60 feet to a Northwesterly corner of said TRACT - A and the beginning of a non-tangent curve to the left, concave Southeasterly, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of S 15°26'52" W, 16.79 feet; thence Southerly along the arc of said curve and Westerly line of said TRACT - A, a distance of 19.92 feet to a point of reverse curvature with a curve to the right, having a radius of 1140.24 feet, and being subtended by a chord bearing and distance of S 40°01'07" E, 63.78 feet; thence Southeasterly along the arc of said curve and said Westerly line, through a central angle of 03°12'19", a distance of 63.79 feet to a point of compound curvature with a curve to the right, having a radius of 1275.06 feet, and being subtended by a chord bearing and distance of S 33°18'43" E, 226.88 feet; thence Southeasterly along the arc of said curve and said Westerly line, through a central angle of 10°12'30", a distance of 227.18 feet to a Northwesterly corner of said TRACT - A; thence South 77°36'17" West along the Northerly line of said TRACT - A and the Northerly line of said Block 4, a distance of 450.64 feet to the beginning of a curve to the left, concave Southeasterly, having a radius of 10.00 feet, and being subtended by a chord bearing and distance of S 32°34'49" W, 14.15 feet; thence Southwesterly along the arc or said curve, through a central angle of 90°02'56", a distance of 15.72 feet to the POINT OF BEGINNING.

Containing 42,090.5 square feet or 0.966 acres, more or less.

SURVEYOR'S NOTES

1. This is a sketch to accompany a description as defined in Chapter 5J-17.052(6) of the Florida Administrative Code and is not a field survey.
2. Bearings shown hereon are based on Grid North as established by the National Ocean Service (NOS) through its program office National Geodetic Survey (NGS) and the South line of Block 11, FLORIDA RIVIERA PLAT No. 2 (Plat Book 7, Page 71, Public Records of Pinellas County, FL) being N 77°33'12" E.
3. The plat geometry shown hereon is based on monumentation found during the course of a field survey.
4. The coordinate system utilized hereon is based on the Florida State Plane Coordinate System, West Zone, North American Datum of 1983, 2011 adjustment, as established using the public Florida Department of Transportation's (FDOT) Florida Permanent Reference Network (FPRN) of fixed base stations. All distances shown hereon are in US Survey Feet, grid distances.
5. Not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.

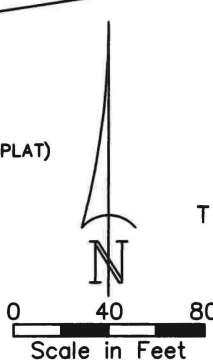
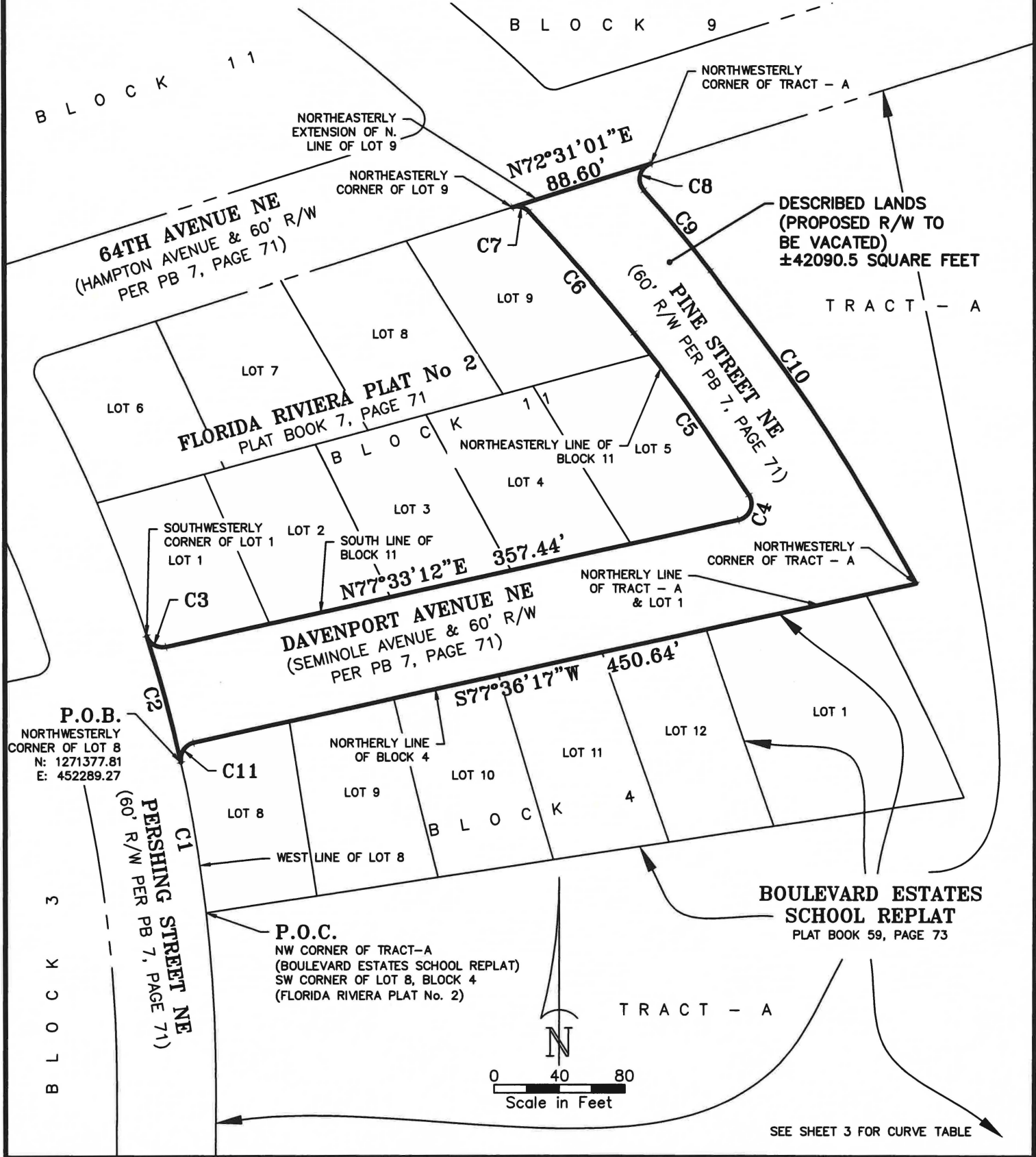
LEGEND

LB	Licensed Business	P.O.B.	Point of Beginning
LS	Licensed Surveyor	R/W	Right of way
P.O.C.	Point of Commencement	PSM	Professional Surveyor and Mapper
ORB	Official Records Book	ID	Identification
N	Northing (Y) Coordinate	PB	Plat Book
E	Easting (X) Coordinate		

PREPARED FOR: CITY OF ST. PETERSBURG		YMCA Partnership Middle School R/W Vacation Sketch & Description SECTIONS 31/32, TOWNSHIP 30 S., RANGE 17 E.		REVISED	BY	DATE	DESCRIPTION	
CREW CHIEF		Matthew W. Simpson, PSM, LS 725 11-20-2021		Since 1919		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 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		JOB NO. 21006000SE
DRAWN				GMK 10/21/21		SHEET NO. 1 OF 3		
CHECKED				MWS 10/22/21				
FIELD BOOK FIELD DATE								

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 LOGIN: Simpson, Matt
 PLOTTED: 10/22/2021 11:13 AM

SKETCH OF DESCRIPTION



BOULEVARD ESTATES SCHOOL REPLAT
PLAT BOOK 59, PAGE 73

SEE SHEET 3 FOR CURVE TABLE

PREPARED FOR:
CITY OF ST. PETERSBURG

YMCA Partnership Middle School
R/W Vacation Sketch & Description
SECTIONS 31/32, TOWNSHIP 30 S., RANGE 17 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	GMK	10/21/21
CHECKED	MWS	10/22/21
FIELD BOOK		
FIELD DATE		

SEE SHEET 1 FOR
SIGNATURE, SEAL, LEGEND,
DESCRIPTION, AND NOTES




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 WWW.GEORGEFYOUNG.COM
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING
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JOB NO.
21006000SE
SHEET NO.
2 OF 3

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	92.82'	910.28'	5°50'32"	N09°31'23"W	92.78'
C2	79.72'	910.28'	5°01'03"	N14°57'10"W	79.69'
C3	14.83'	10.00'	84°59'06"	S59°57'15"E	13.51'
C4	19.25'	10.00'	110°17'32"	N22°24'26"E	16.41'
C5	121.06'	1215.06'	5°42'31"	N35°35'36"W	121.01'
C6	97.02'	1080.24'	5°08'45"	N41°01'14"W	96.98'
C7	11.15'	10.00'	63°53'26"	N75°32'16"W	10.58'
C8	19.92'	10.00'	114°08'17"	S15°26'52"W	16.79'
C9	63.79'	1140.24'	3°12'19"	S40°01'07"E	63.78'
C10	227.18'	1275.06'	10°12'30"	S33°18'43"E	226.88'
C11	15.72'	10.00'	90°02'56"	S32°34'49"W	14.15'

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 LOGIN: Simpson, Matt
 PLOTTED: 10/22/2021 11:13 AM

PREPARED FOR: CITY OF ST. PETERSBURG		YMCA Partnership Middle School R/W Vacation Sketch & Description		BY	DATE	DESCRIPTION
		SECTIONS 31/32, TOWNSHIP 30 S., RANGE 17 E.		REVISED		
CREW CHIEF	INITIALS	DATE	SEE SHEET 1 FOR SIGNATURE, SEAL, LEGEND, DESCRIPTION, AND NOTES	 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 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		
DRAWN	GMK	10/21/21				
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FIELD BOOK						
FIELD DATE						
			JOB NO.	21006000SE		
			SHEET NO.	3 OF 3		

November 8, 2021

City of St. Petersburg
Scot Bolyard, AICP
Deputy Zoning Official, Planning & Development Services
One Fourth Street North,
St. Petersburg, FL 33701

RE: Right of Way Vacation Narrative – 501 62nd Avenue NE

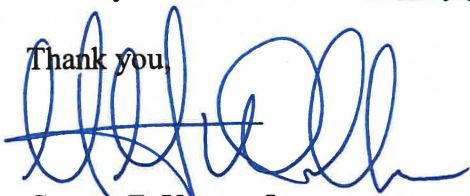
Dear Scot,

On behalf of the Pinellas County School Board and the YMCA, please accept this submittal to the City of St. Petersburg for a right of way vacation for a proposed educational and recreational facility at 501 62nd Ave NE. The project is located on the north side of 62nd Ave NE, east of Pershing St NE, south of 64th Ave NE (aka Hampton Avenue NE), and west of the Mangrove Bay Golf Course. The project site is approximately 19 +/- acres. The proposed development will consist of a magnet school focused on nutrition and health care for students.

As a result of the proposed improvements, the owner intends to vacate a portion of Davenport Ave NE east of Pershing St. NE as well as a portion of Pine St NE south of 64th Ave NE. The proposed portion of the right of way to be vacated is outlined on the attached exhibit. This vacation will allow for the full redevelopment of the property as these internal rights of way are currently encumbering the ability of the school board to place the proposed Riviera Middle School on this property.

We anticipate construction will start within the first quarter of 2022. Please contact us if you have any questions or concerns pertaining to this matter. If you would like additional information regarding this project, please feel free to reach out to the architect for this project, Lindsay Evans. Lindsay can be reached at lindsay@wjarc.com or directly at 727-308-2713.

Thank you,



George F. Young, Inc.
Matt Walker, P.E.
Senior Vice President, Engineering

cc: File
City of St. Petersburg

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

TO: Jennifer Bryla, Zoning Official, Development Review Services
Scot Bolyard, Deputy Zoning Official, Planning & Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: December 6, 2021

SUBJECT: Right of Way Vacation

FILE: 21-33000018

LOCATION AND PIN:

400 DAVENPORT AVE NE	31-30-17-28494-004-0080
410 DAVENPORT AVE NE	31-30-17-28494-004-0100
428 DAVENPORT AVE NE	31-30-17-28494-004-0110
434 DAVENPORT AVE NE	31-30-17-28494-004-0120
401 DAVENPORT AVE NE	31-30-17-28494-011-0010
411 DAVENPORT AVE NE	31-30-17-28494-011-0020
421 DAVENPORT AVE NE	31-30-17-28494-011-0030
435 DAVENPORT AVE NE	31-30-17-28494-011-0040
440 DAVENPORT AVE NE	32-30-17-10458-000-0011
6309 PERSHING ST NE	31-30-17-28494-011-0060
410 64TH AVE NE	31-30-17-28494-011-0070
501 62ND AVE NE	32-30-17-10458-000-0010
418 64TH AVE NE	31-30-17-28494-011-0080

ATLAS: E-34 & D-34

Zoning: Neighborhood Suburban, Single-Family (NS-1)

REQUEST: Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast.

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

SPECIAL CONDITIONS OF APPROVAL:

1. The applicant shall be required to perform the following public utility modifications as a condition of approval for the vacation requests. All work shall be done per current City ECID standards and technical specifications by and at the sole expense of the applicant.
 - a. Properly abandon the public sanitary sewer in Davenport Avenue west of public manhole E24-220.
 - b. Relocate the public storm sewer conveyance system existing within Davenport Avenue NE and east of Pershing Street NE and within Pine Street NE south of 64th Avenue NE.

- c. Coordinate with the City Water Resources department (email WRD-UtilityReviewRequest@stpete.org) to abandon or relocate the public water main within Daveport Avenue NE, east of Pershing Street NE; and within Pine Street NE south of 64th Avenue NE. All work on the public water system to be performed by the City Water Resources department at the expense of the applicant.

The applicants Engineer of Record shall submit signed and sealed civil plans for City review and approval prior to initiating any construction within public right of way, public right of way to be vacated, or within public easement areas.

2. The applicant shall remove the roadway pavement within the vacated right of way areas and completely remove the roadway approach to Pine Street NE (on the south side of 64th Avenue NE) and the roadway approach to Davenport Avenue NE (on the east side of Pershing Street NE). Raised roadway curb shall be reinstalled at the south edge of 64th Avenue NE (at vacated Pine Street NE) and at the east edge of Pershing Street NE (at vacated Davenport Avenue NE) to close the vacated areas to public travel and restore the public right of way adjacent to the vacated areas. The drainage plan shall be developed to divert off-site surface drainage flows into the public drainage system and around the right of ways to be vacated.
3. The applicant will be required to slavage and return to the City all manhole ring and covers, catch basin lids, signs and any other items within the vacated rights-of-way that belong to the City.
4. 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:

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 or as a condition of the right of way vacations.

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.

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.

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 – City WRD

MEMORANDUM
CITY OF ST. PETERSBURG
Water Resources Department

TO: Jennifer Bryla, Zoning Official

FROM: Adam Iben, Designer II, Water Resources

DATE: December 3, 2021

SUBJECT: Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast.

PLAT: E-34 & D-34

CASE: 21-33000018

LOCATION: 400 DAVENPORT AVE NE; 31-30-17-28494-004-0080
410 DAVENPORT AVE NE; 31-30-17-28494-004-0100
428 DAVENPORT AVE NE; 31-30-17-28494-004-0110
434 DAVENPORT AVE NE; 31-30-17-28494-004-0120
401 DAVENPORT AVE NE; 31-30-17-28494-011-0010
411 DAVENPORT AVE NE; 31-30-17-28494-011-0020
421 DAVENPORT AVE NE; 31-30-17-28494-011-0030
435 DAVENPORT AVE NE; 31-30-17-28494-011-0040
440 DAVENPORT AVE NE; 32-30-17-10458-000-0011
6309 PERSHING ST NE; 31-30-17-28494-011-0060

Project file

MEMORANDUM
CITY OF ST. PETERSBURG
Water Resources Department

410 64TH AVE NE; 31-30-17-28494-011-0070

501 62ND AVE NE; 32-30-17-10458-000-0010

418 64TH AVE NE; 31-30-17-28494-011-0080

REMARKS:

Water Resources has no objection to the above referenced subject with the condition that all present utility mains and structures located in the proposed vacation are properly abandoned and removed.

Scot K. Bolyard

From: Haney, Natalie Dichelle <Natalie.Haney@duke-energy.com>
Sent: Tuesday, November 23, 2021 11:02 AM
To: Scot K. Bolyard
Subject: Duke Energy Vacate Objection Response | 501 62nd Ave NE Rights-of-Way Vacation (DRC 21-33000018)
Attachments: 21-33000018 Routing.docx; 21-33000018 Location Map.pdf; 21-33000018 Application.pdf; 21-33000018 Narrative.pdf; 21-33000018 Sketch and Description.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Bolyard, due to the structure of existing facilities, Duke Energy objects to this request.

Here are the notes from the engineer:

If they are paying to demo the 3 light poles (A54873, 4661611, 4661612) and associated 3 spans of wire we can vacate. That is all we have on the vacate requested area. Easy for us to pull out of this vacate area.

On a side note, if they require 3 phase for the school and YMCA it is located on the South side of 62nd Ave NE and will need to be extended to their site at a cost.



A no objection letter can be provided upon the removal/relocation of existing facilities OR granting of a Duke Energy easement over the described property. Removal or relocation will need to be handled by a Duke Energy Engineer and at no cost to Duke Energy.

Please let me know if you have any questions and if you would like to proceed with the easement option.

Thank you,
Natalie

--

Natalie Haney

Real Estate Research Specialist

Land Services – 3300 Exchange Place

Lake Mary, FL 32746 | Mail Code: NP04



From: vacate <vacate@duke-energy.com>
Sent: Monday, November 15, 2021 11:23 AM
To: Haney, Natalie Dichelle <Natalie.Haney@duke-energy.com>
Cc: Kasper, Jonathan <Jonathan.Kasper@duke-energy.com>
Subject: FW: [EXTERNAL] 501 62nd Ave NE Rights-of-Way Vacation (DRC 21-33000018)

Good Morning Natalie,

Please see and process vacate request from Scot Bolyard.

Thank you,

Stacey Reed-Cash

Duke Energy Florida

Office: 727-820-4427

299 1st Avenue North, St Petersburg, FL 33701

<mailto:Stacey.Reed-Cash@Duke-Energy.com>



From: Scot K. Bolyard <Scot.Bolyard@stpete.org>
Sent: Friday, November 12, 2021 4:16 PM
To: Michael J. Frederick <Michael.Frederick@stpete.org>; Thomas M Whalen <Tom.Whalen@stpete.org>; Kyle Simpson <Kyle.Simpson@stpete.org>; Mark Riedmueller <Mark.Riedmueller@stpete.org>; Nancy Davis <Nancy.Davis@stpete.org>; WRD-UtilityReviewRequest <WRD-UtilityReviewRequest@stpete.org>; Troy D. Davis <Troy.Davis@stpete.org>; Aaron M. Fisch <aaron.fisch@stpete.org>; Christina M. Boussias <Christina.Boussias@stpete.org>; Timothy R. Collins <Timothy.Collins@stpete.org>; Michael J. Kovacsev <Michael.Kovacsev@stpete.org>; Robert P Bassett <Robert.Bassett@stpete.org>; 'Mixer, Brian C' <Brian.Mixer@charter.com>; 'Avila, David' <David.Avila@charter.com>; 'Willingham, Jared' <JWillingham@tecoenergy.com>; 'Waidley, Stephen' <stephen.waidley@ftr.com>; 'Dave Hamlin' <dave.hamlin@wowinc.com>; vacate <vacate@duke-energy.com>; 'relocations@lumen.com' <relocations@lumen.com>; Martha Hegenbarth <Martha.Hegenbarth@stpete.org>

Cc: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>

Subject: [EXTERNAL] 501 62nd Ave NE Rights-of-Way Vacation (DRC 21-33000018)

***** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Good afternoon,

Please find attached for your review and comments the submitted request to vacate Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacate Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast, generally located at 501 62nd Ave NE. Please review the attached application and return your comments by **December 3, 2021**.

Thanks,

Scot Bolyard, AICP
Deputy Zoning Official, Planning & Development Services
City of St. Petersburg
One Fourth Street North, St. Petersburg, FL 33701
Phone: 727-892-5395 / Fax: 727-892-5557
Scot.Bolyard@StPete.org

Please note that all emails are subject to public records law.

[Your Sunshine City](#)



Frontier Communications
3712 W Walnut St.
Tampa, FL USA 33607
Office: (727) 462-1760
Fax: (727) 562-1175
Mobile: (941) 266-9218
Email: stephen.waidley@ftr.com

11/15/2021

Attn: Scot Bolyard, AICP
Deputy Zoning Official, Planning & Development Services
City of St. Petersburg
One 4th St N
St. Petersburg, FL 33701

RE: 21-33000018 – Vacation of Right-of-Way – 501 62nd Ave NE, St Petersburg, FL

Dear Mr. Bolyard,

- Our records do not indicate that there are Frontier Communications facilities in the area of the Plat request as per the attachment provided.
- Frontier Communications has no objection to the above referenced request as per the attachment.
- Frontier Communications has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier Communications facilities to remain in the proposed vacated R.O.W.
- Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.
- Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Communications Engineering Department in regards to the above project.
- Frontier Communications has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier Communications facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier Communications facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley
Frontier Communications
Regional Rights of Way & Municipal Affairs Manager

Scot K. Bolyard

From: Kyle Simpson
Sent: Tuesday, November 16, 2021 10:27 AM
To: Scot K. Bolyard
Subject: RE: 501 62nd Ave NE Rights-of-Way Vacation (DRC 21-33000018)

Scot,

The Transportation and Parking Management Department has reviewed the case and has no comments.

Kyle

Kyle Simpson, AICP
Planner II, Transportation and Parking Management
City of St. Petersburg
(727) 893-7151
Kyle.simpson@stpete.org

From: Scot K. Bolyard <Scot.Bolyard@stpete.org>
Sent: Friday, November 12, 2021 4:16 PM
To: Michael J. Frederick <Michael.Frederick@stpete.org>; Thomas M Whalen <Tom.Whalen@stpete.org>; Kyle Simpson <Kyle.Simpson@stpete.org>; Mark Riedmueller <Mark.Riedmueller@stpete.org>; Nancy Davis <Nancy.Davis@stpete.org>; WRD-UtilityReviewRequest <WRD-UtilityReviewRequest@stpete.org>; Troy D. Davis <Troy.Davis@stpete.org>; Aaron M. Fisch <aaron.fisch@stpete.org>; Christina M. Boussias <Christina.Boussias@stpete.org>; Timothy R. Collins <Timothy.Collins@stpete.org>; Michael J. Kovacsev <Michael.Kovacsev@stpete.org>; Robert P Bassett <Robert.Bassett@stpete.org>; 'Mixer, Brian C' <Brian.Mixer@charter.com>; 'Avila, David' <David.Avila@charter.com>; 'Willingham, Jared' <JWillingham@tecoenergy.com>; 'Waidley, Stephen' <stephen.waidley@ftr.com>; 'Dave Hamlin' <dave.hamlin@wowinc.com>; 'vacate@duke-energy.com' <vacate@duke-energy.com>; 'relocations@lumen.com' <relocations@lumen.com>; Martha Hegenbarth <Martha.Hegenbarth@stpete.org>
Cc: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>
Subject: 501 62nd Ave NE Rights-of-Way Vacation (DRC 21-33000018)

Good afternoon,

Please find attached for your review and comments the submitted request to vacate Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacate Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast, generally located at 501 62nd Ave NE. Please review the attached application and return your comments by **December 3, 2021**.

Thanks,

Scot Bolyard, AICP
Deputy Zoning Official, Planning & Development Services
City of St. Petersburg
One Fourth Street North, St. Petersburg, FL 33701

Phone: 727-892-5395 / Fax: 727-892-5557

Scot.Bolyard@StPete.org

Please note that all emails are subject to public records law.



Sent via U.S. Mail and Email to:

lindsay@wjarc.com, mwalker@georgefyoung.com

Pinellas County School Board
301 4th Street SW
Largo, FL 33770

April 8, 2022

Jason Novisk
11111 South Belcher Rd.
Largo, FL 33773

Re: Case No.: 21-32000015
Address: 501 62nd Ave. NE.
Parcel ID Nos.: 32-30-17-10458-000-0010
31-30-17-28494-011-0070
31-30-17-28494-011-0080
31-30-17-28494-004-0080
31-30-17-28494-011-0010
31-30-17-28494-004-0100
31-30-17-28494-011-0020
31-30-17-28494-011-0030
31-30-17-28494-004-0110
31-30-17-28494-004-0120
31-30-17-28494-011-0040
32-30-17-10458-000-0011
31-30-17-28494-011-0060

Appeal: APPEAL of the Development Review Commission (DRC) DENIAL of a Special Exception and related site plan to construct a 111,757 sq. ft. middle school and YMCA with special conditions and with consideration of an amended site plan with a variance to the required 10-foot green yard on Pershing Street NE (City File #21-32000015; 501 62nd Ave. NE.)

Dear Applicant:

The City Council at its public hearing on May 12, 2022, voted to approve the Resolution granting the above referenced appeal. The motion to approve the Resolution **passed** by a vote of 7 to 0, thereby **granting** the appeal and **approving** the request, subject to the amended special conditions of approval.



AMENDED SPECIAL CONDITIONS OF APPROVAL:

1. This Special Exception and relate site plan approval shall be valid through May 12, 2025. Substantial construction shall commence prior to this expiration date unless an extension has been approved by the POD. A request for extension must be filed in writing prior to the expiration date.
2. No construction shall commence in the rights-of-way prior to approval of the vacating applications, and a right-of-way permit shall be required.
3. Exterior lighting shall comply with 16.40.070, providing full cut off lighting fixtures and shielding from the surrounding residential uses.
4. Bicycle parking shall be provided in accordance with 16.40.090.4.
5. Signage shall comply with 16.40.120, including limits on electronic message centers as follows: Dwell time shall be at least 24 hours in neighborhood and corridor residential districts and the display shall be limited to text on a black background. Illuminated signage or electronic messages shall only be allowed along 62nd Avenue Northeast.
6. The exterior green yard abutting 62nd Ave N. shall be 10-feet wide. A row of hedges (min. 24” height, 3-feet on-center) and understory or shade trees (20-feet on-center) shall be provided between the westerly drive-aisle and Pershing St. NE in lieu of the required 10-foot green yard.
7. If there is any outdoor amplified sound, a noise mitigation and monitoring plan shall be submitted to the City for approval.
8. Any outdoor activities or events shall cease operation by 10 p.m. Sunday through Thursday and by 11 p.m. Friday and Saturday. No outdoor activities or event shall start before 7 a.m.
9. Applicant shall comply with conditions included in the City's Parking and Transportation Management Department memorandum dated April 28, 2022, and plans shall be revised as necessary in accordance with such conditions.
10. Applicant shall comply with conditions included in the City's Engineering Department memorandum dated April 27, 2022, and plans shall be revised as necessary in accordance with such conditions.
11. Unless a Street Closure application has previously been initiated by City Council, within 60-days of the approval of the Special Exception and related site plan, the applicant shall file a Street Closure application for Pershing Street NE and upon approval of the Street Closure, site plan Option B shall be the approved site plan. The Pinellas County School Board shall fund and construct any physical roadway modifications to Pershing Street NE prior to building occupancy. The application for the Street Closure and the application for the related vacation case (Case #21-3300018) shall be heard by City council at the same hearing. Should the application for Street Closure fail for any reason, site plan Option A shall be the approved site plan.
12. In accordance with site plan Option B, a fence shall be provided along the northerly and westerly property line adjacent to the parking lot to restrict drop-off/pick-up activities on the neighborhood streets.

Sincerely,

Elizabeth Abernethy, AICP
Director, Planning and Development Services Department



Sent via U.S. Mail and Email to:

lindsay@wjarc.com, mwalker@georgefyoung.com

Pinellas Board of Public Institutions
P.O. Box 2942
Largo, Florida 33779-2942

April 11, 2022

Matt Walker
George F. Young, Inc.
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33703

Re: Case No.: 21-33000018

Address: 501 62nd Ave. NE.

Parcel ID Nos.: 32-30-17-10458-000-0010
31-30-17-28494-011-0070
31-30-17-28494-011-0080
31-30-17-28494-004-0080
31-30-17-28494-011-0010
31-30-17-28494-004-0100
31-30-17-28494-011-0020
31-30-17-28494-011-0030
31-30-17-28494-004-0110
31-30-17-28494-004-0120
31-30-17-28494-011-0040
32-30-17-10458-000-0011
31-30-17-28494-011-0060

Request: Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and, vacation of Pine Street Northeast from 64th Avenue Northeast to the southern terminus of Pine Street Northeast.

Dear Applicant:

The Development Review Commission at its hearing on April 6, 2022, APPROVED by a vote of 6 to 0 the above-referenced request subject to the special conditions in the Staff Report. While a copy of the Staff Report and Vote Record are enclosed, the special conditions are as follows:



SPECIAL CONDITIONS OF APPROVAL:

1. Approval of the vacation shall be contingent upon approval of a Special Exception and related Site Plan to construct a middle school and YMCA on the residentially zoned property located at 501 62nd Avenue Northeast.
2. Prior to the recording of the vacation ordinance the vacated rights-of-way, along with the abutting properties, shall be replatted.
3. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Engineering Memorandum dated December 6, 2021.
4. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Water Resources Department's Memorandum dated December 3, 2021.
5. Prior to recording the vacation ordinance, the applicant shall either remove/relocate existing Duke Energy facilities; or, grant an easement over their facilities located within the portions of rights-of-way requested to be vacated. In either case a written letter of no objection from Duke Energy is required stating that their facilities have been removed/relocated, the easement is sufficient for their interest, or that there is no conflict.
6. Prior to recording the vacation ordinance, the applicant shall grant an easement to Frontier Communications over their facilities located within the portions of rights-of-way requested to be vacated. A written letter of no objection from Frontier Communications is required stating that the easement is sufficient for their interest, or that there is no conflict.
7. As required by the Interlocal Agreement for Public Education Facility Development Approvals, Section 3. Development Approval Required, Subsection I, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 48 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. If the School Board provides written evidence to the Mayor that it does not control all of the property subject to a plat, the Mayor may extend the time frame for recordation of that plat, and the related vacation ordinances shall not lapse or expire, to one (1) year from the date the School Board obtains control of all property subject to the plat.

If there are any questions, please contact Scot Bolyard at 727-892-5395.

Sincerely,



Dave Goodwin, Interim Zoning Official
Development Review Services Division
Planning and Development Services Department

DSG/SKB:iw

Enc: Vote Record |

Development Review Commission (DRC)

DRC HEARING DATE: **APRIL 6, 2022**

DRC CASE NO. 21-33000018

MOTION TO APPROVE:	#1 Approval of a vacation of Davenport Avenue Northeast from Pershing Street Northeast to the eastern terminus of Davenport Avenue Northeast; and vacation of Pine Street Northeast from 64 th Avenue Northeast to the southern terminus of Pine Street Northeast.			
AMENDMENTS:				
MOVED BY:	Stowe			
SECOND BY:	Kiernan			
NAMES	YES	NO	YES	NO
REED	X			
WALKER	Recused			
RUTLAND	Recused			
STOWE	X			
CUEVAS	Absent			
KIERNAN, Vice-Chair	X			
CLEMMONS, Chair	X			
FLYNT *1	X			
GRINER *2	Absent			
SINGLETON *3	X			

* Alternate

Presentations

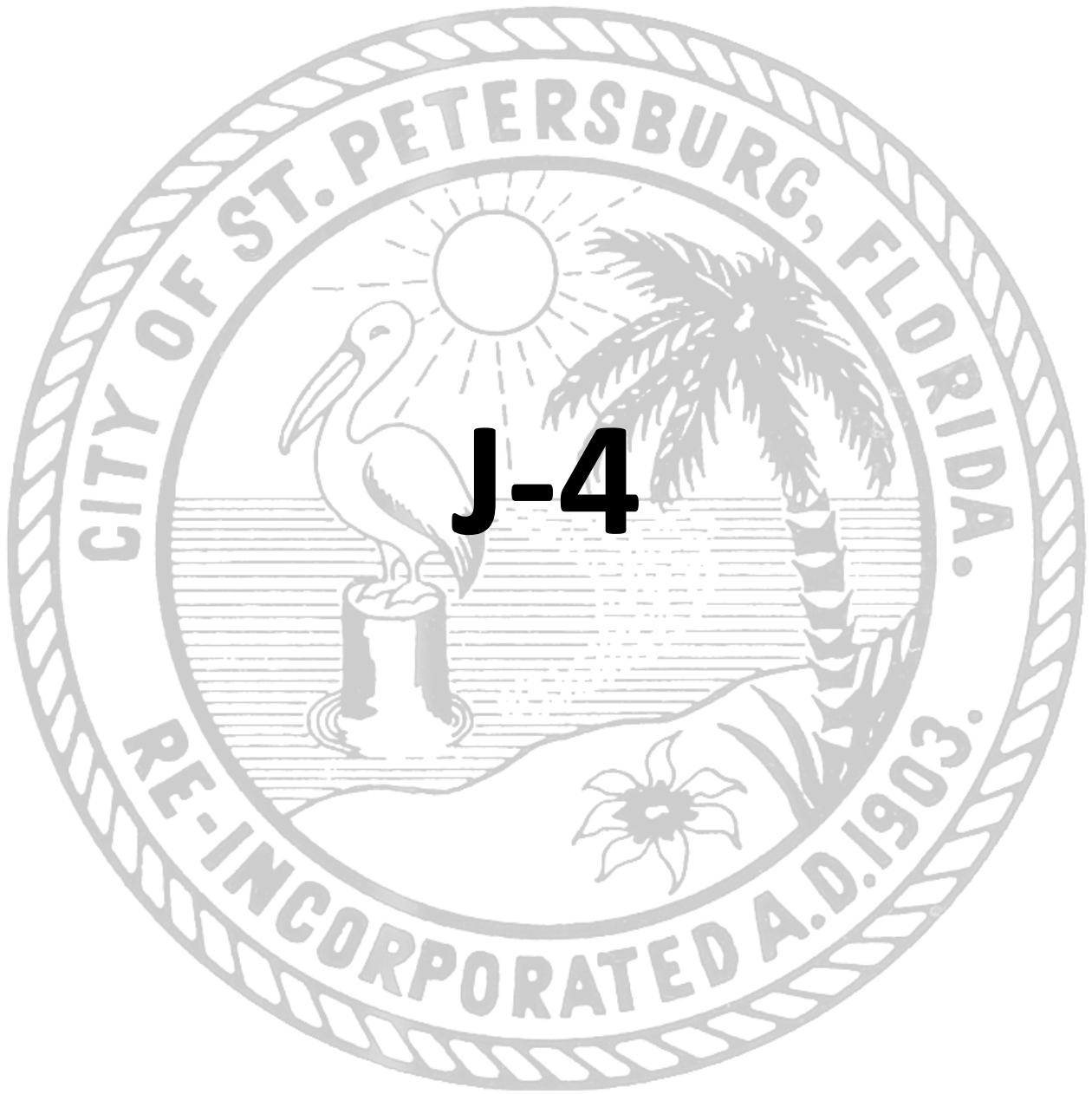
X	Scot Bolyard – Staff Presentation
---	-----------------------------------

Attendance

P	Reed
R	Walker
R	Rutland
P	Stowe
A	Cuevas
P	Kiernan
P	Clemmons
P	Flynt *1
A	Griner *2
P	Singleton *3

“Approved by a 6-0 vote of the Commission”

The following page(s) contain the backup material for Agenda Item: Appeal of the Approval of a Minor Easement Permit to allow reconstruction of an existing driveway which is partially located within the Serpentine Circle S. Right of Way, for the property located at 2166 Blossom Way S. (City Minor Easement No. 22-272-ME)
Please scroll down to view the backup material.





ST. PETERSBURG CITY COUNCIL

Meeting of June 16, 2022

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

SUBJECT: Appeal of the approval of a Minor Easement Permit to allow reconstruction of an existing driveway which is partially located within the Serpentine Circle S. Right of Way for the property located at 2166 Blossom Way South (City Minor Easement No. 22-272-ME)

RECOMMENDATION: The Administration recommends that the City Council DENY the appeal thereby UPHOLDING the decision to Approve the application and APPROVING the Minor Easement Permit to allow reconstruction of an existing driveway which is partially located within the Serpentine Circle S. Right of Way, for the property located at 2166 Blossom Way S.

INTRODUCTION:

The Appellant is appealing the granting of a Minor Easement Permit issued for the property located at 2166 Blossom Way South (City Minor Easement No. 22-272-ME). The Minor Easement was granted consistent with City Code Article VII – Minor Encroachments, Sec. 25-273 – Minor Easement Permit, allowing the reconstruction of an existing driveway with a partial encroachment into the City Right of Way.

BACKGROUND:

The subject property is a residential property with a single-family home that was permitted on or around 1954. Additionally, based on the property card, the construction was completed on May 23, 1956. (Exhibit A, excerpt from Permit #222114A-C and Property Card).

On 09/06/1954, Mr. W. B. Jackson submitted an application for a Work Permit for clearing and filling for construction of his property and house which was approved on 09/21/1954 (Exhibit B). This permit allowed for “spill over into the Serpentine Right of Way”.

Upon review of the records available, Serpentine Circle S. was platted to extend further to the south, but the roadway was not extended by the original developer, the property owner or the City (Exhibit C). Historic aerials illustrate the timeline of the improvements and the existence of the driveway (Exhibit D).

The approved plans associated with the permit from September of 1954 show the driveway connecting to the future Serpentine Circle S., however, this street segment was not constructed and, as such, there

was no roadway to the west for the property to connect to. The driveway was instead constructed to access the garage by connecting to Blossom Way S. to the north. The property and driveway were constructed on or before May 23, 1958 as shown on the property record card and on the historic aerials (Exhibit D). The driveway as constructed encroached onto the Serpentine Circle S. Right of Way and the configuration of the driveway does not appear to have changed since then.

On February 12, 2022, the property owner submitted an application to reconstruct the driveway in the existing location. After reconstruction of the driveway commenced, the City became aware that the application included a simplified hand sketch of the driveway that was imprecise and lacked data showing the portion of the driveway in the Right of Way, and therefore issued a Stop Work Ordered on March 1, 2022. Following the stop work order, Mr. Jackson resubmitted plans to more accurately reflect site conditions and included a certified Boundary Survey dated September 03, 2003, showing the existing (and current) house and driveway locations, including those portions historically located within the City's Right of Way. The City determined that a minor easement permit was required to allow the driveway to be reconstructed in City Right of Way.

The revision was approved on March 20, 2022 (Permit #22-02000757), subject to approval of a minor easement permit and the minor easement permit was approved pursuant to Section 25-273 of the City Code on March 30, 2022. The permits as approved allow for continued access for the property owner to their garage which has an entrance located on the west side. Staff conducted a Turning Analysis for a typical passenger vehicle for ingress and egress between the garage entrance and Blossom Way South which validated the functional need for the resident's driveway to continue to be located in its current location (Exhibit E).

ADMINISTRATIVE REVIEW AND DECISION:

Engineering & Capital Improvements and Development Review Services staff reviewed the exhibits as provided and determined that:

- The existing single-family home was properly permitted by the City with plans that showed a driveway connection to Serpentine Circle S.;
- The City issued a work permit in 1954 which included filling of a portion of Serpentine Circle S.;
- Serpentine Circle S. was not constructed, and the only available access for the driveway was to Blossom Way S.;
- Due to the configuration of the house with a western facing garage, the construction of a driveway connecting the garage to Blossom Way S. resulted in an encroachment into the Serpentine Circle S. Right of Way.

Staff conducted an independent survey comparing the before and after condition of the driveway which shows the driveway was reduced slightly in width by 1.84 feet, thereby reducing the previous encroachment (Exhibit F).

FINAL ACTION:

A minor easement was granted to allow this encroachment into the Right of Way to allow continued access for the resident to their property (Exhibit G). This minor easement was granted consistent with City Code Article VII. – Minor Encroachments, Sec. 25-273. – Minor Easement Permit:

“(a) The purpose of the minor easement permit is to: (1) Provide for minor encroachments into public rights-of-way or easements as a result of prior structures occupying such right-of-way or easement by right or error, where vacation is not practical or does not adequately protect the public interest.”

THE APPEAL: An appeal was filed in a timely manner by Steven Walker (2162 Serpentine Circle South) on April 25, 2022 (Exhibit H).

PROCEDURES: Pursuant to Chapter 25-273(g), “If the POD approves, denies or terminates a minor easement permit, any person may appeal the approval, denial or termination to City Council by following the procedures set forth in Chapter 16”. Chapter 16, Section 16.70.010.6, which sets forth the procedural requirements for appeals, requires a simple majority vote of the City Council to overturn the Administrative decision. The standard of review for the appeal is *de novo*, which means that City Council may hear new evidence and may substitute its judgment for that of the POD. City Council may add special conditions of approval. The burden of proof for all appeals is on the Appellant. The following standards of review apply to the application. Staff has provided responses to the criteria for consideration:

In addition to the standards of review for a minor easement decision generally, a decision rendered under this section shall be guided by the following factors:

1. *The approval is consistent with City Code Article VII. – Minor Encroachments, Sec. 25-273. – Minor Easement Permit*

Staff Response: The existing single-family home was legally permitted by the City to be constructed with the intent to connect to a future extension of Serpentine Circle S. which was never constructed. The only vehicular access to the property and the western facing garage of the home was from Blossom Way South. The permit was issued in 1956 and inspections completed for the home in 1958 with the driveway connection in its current condition, encroaching into the Serpentine Circle S. right-of-way.

APPEAL ANALYSIS:

The following analysis provides an overview of the issues raised by the appellant:

1. **City granted the easement and associated construction permit without notice to the public.**

Staff Response: In accordance with procedures of Section 25-273, no public notice is required for issuance of a minor easement permit.

2. **The permit fails to comply with the clear language of the City Code: Sec. 25-273.(a)(1), purpose of the minor easement permit as “a result of prior structures occupying such right-of-way or easement by right or error, where vacation is not practical or does not adequately protect the public interest”.**

Staff Response: The driveway is an existing improvement occupying the right-of-way that resulted from a permit issued to clear and fill the property and a portion of Serpentine Circle S. and a permit to construct the residence, both issued in 1956. The house was subject to subsequent inspections and the permit was finalized on May 23, 1958, with the driveway in its current location. Therefore, the existing driveway constitutes a prior condition. In addition, based on the Turning Radius analysis, the only way to access the existing garage from Blossom Way South is to allow reconstruction of the driveway in its current condition. The alternative to require the extension of Serpentine Way South is not practical and does not protect the public interest due to the location of jurisdictional wetlands and protected Mangroves.

RECOMMENDATION: Engineering & Capital Improvements Department staff recommends that the appeal be DENIED, thereby UPHOLDING the decision to Approve the application and APPROVING the Minor Easement Permit to allow reconstruction of an existing driveway.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

List of Exhibits:

- Exhibit A: Original Building Plan illustrating the intended driveway (1954) & Property Card
- Exhibit B: Approved Application for Work Permit for clearing and filling for Mr. W. B. Jackson submitted 09/06/1954 and approved on 09/21/1954
- Exhibit C: Parcel Map showing the Platted, but unimproved ROW
- Exhibit D: Historic Aerials
- Exhibit E: Turning Analysis illustrating access by the resident
- Exhibit F: Site Survey showing before and after condition
- Exhibit G: Minor Easement No. 22-272-ME
- Exhibit H: Appeal Letter

Exhibit A

Permitted Property & Property Card (1954)

Property Card, 1956

Exhibit B

Approved Application for Work Permit for clearing and filling for Mr.
W. B. Jackson submitted 09/06/1954 and approved on 09/21/1954

APPLICATION FOR WORK PERMIT

City of St. Petersburg, Florida

FOR WORK WITHIN ANY PUBLIC RIGHT-OF-WAY OR CITY OWNED PROPERTY

Application by T. H. Jackson Application No. 1016

Address 1088 - 4th St., So. Phone No. 78971 Date Sept. 3, 1954

Description of Work:

Clear the brush from Serpentine Circle south of Hlesson Way south to Ross Glass Way.

Fill to be placed on Lot 5, southeast corner of Serpentine Circle and Hlesson Way. Serpentine fill will be allowed to spill over onto the street right-of-way of Serpentine Circle.

Completed 10/15/54 WR

THE CONDITIONS OUTLINED BELOW ARE ACCEPTED BY THE APPLICANT. This permit is not valid until 30 days from date of approval unless work has been started. The applicant agrees, upon commencement of any work, to substantially complete all the work authorized by this permit within a period of 180 calendar days.

It is the responsibility of the applicant (or permittee) to accept full charges for working prior to commencement of construction.

T. H. Jackson
Applicant or Agent's Signature

Coverage submitted by applicant indicated as follows:

<i>road 10/15/54</i>	ENGINEERING DEPT. PLAN FILE NO. B-27
----------------------	--

APPROVED: *T. H. Jackson*

[Signature]
City Engineer

This application has been reviewed by the Departments of Public Service, Public Utilities and Engineering.

Approval is recommended, except as follows:

11/2/54
City Engineer

[Signature]
City Engineer

COPY FOR ENGINEERING DEPT.

Exhibit C

Parcel Map showing the Platted and unimproved ROW



Legend



Property granted Minor Easement



Platted and unimproved ROW and properties. Properties are currently privately owned.

Exhibit D

Historic Aerials



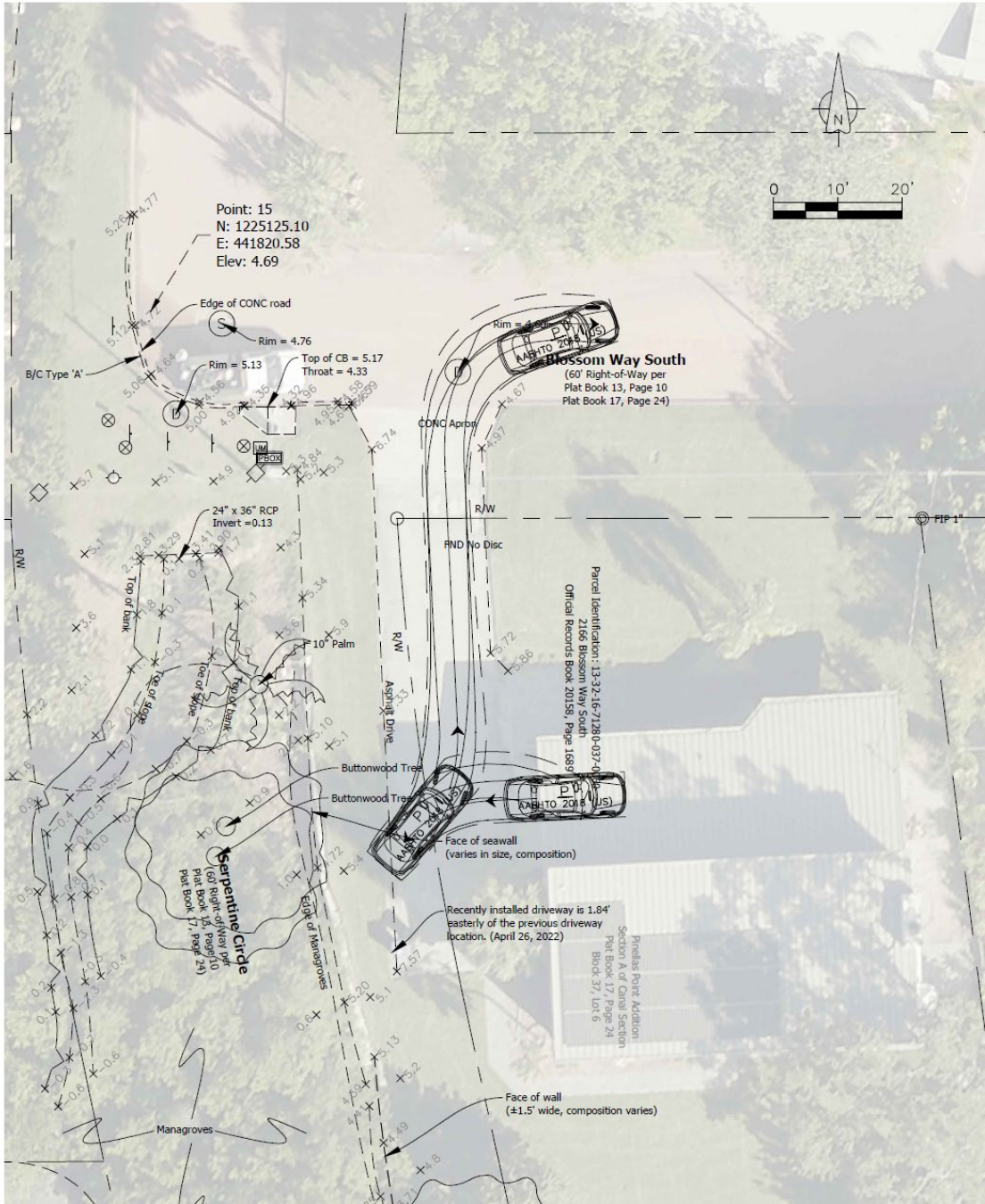
1954 – ROW and 2166 Blossom Way S did not exist



1958 – 2166 Blossom Way and adjacent ROW constructed by property owner

Exhibit E

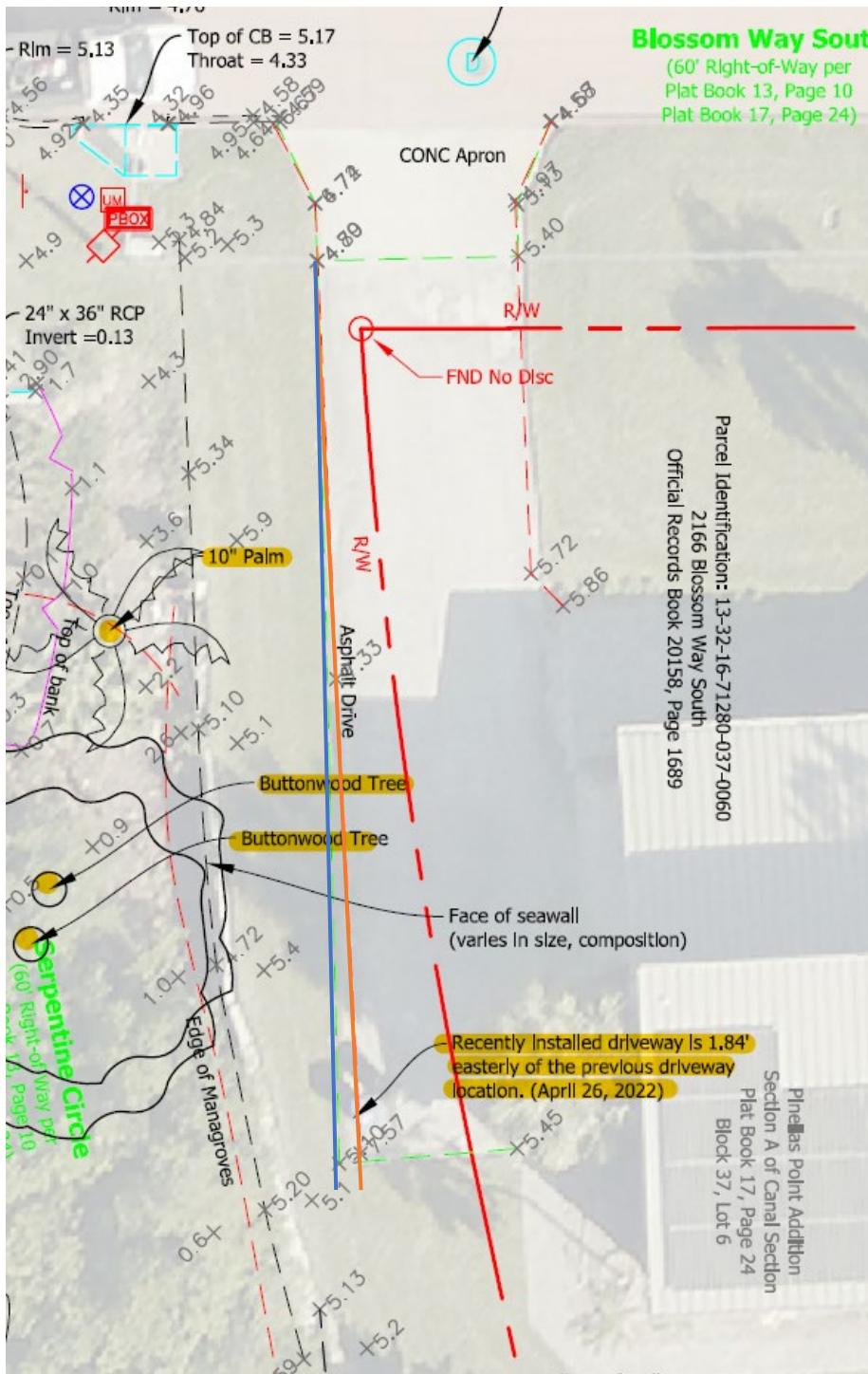
Turning Analysis illustrating access by the resident



Resident egress access requires driveway width to enter garage.
 Simulation conducted utilizing a typical passenger vehicle.

Exhibit F

Site Survey showing before and after condition



LEGEND

- Pre-Existing Driveway
- Current Edge of Driveway

Exhibit G

Minor Easement No. 22-272-ME

Engineering & Capital Improvements Department



Permit Application

For work within Public Right of Way and Public Easement
or for construction of Seawalls & placement of Rip Rap

One Fourth Street North, 7th floor, St. Petersburg, FL 33701
Telephone (727) 893-7238 Fax (727) 892-5476

PLEASE USE INK & PRINT CLEARLY OR TYPE

F.O. 22-029-01

FOR OFFICE USE ONLY:			
Application Received Date:	Payment Type:	Processed By:	Permit #: 22-272-ME

APPLICANT COMPLETE THE FOLLOWING AND SUBMIT APPLICATION WITH THREE (3) SETS OF CIVIL PLANS TO BEGIN THE REVIEW PROCESS. ALL INFORMATION MUST BE FILLED-IN COMPLETELY. REQUIREMENTS FOR PERFORMANCE/PAYMENT BOND AND CERTIFICATE OF INSURANCE WILL BE PROVIDED UPON REVIEW OF THE EXTENT OF THE WORK.

H-37

PROJECT/JOB SITE	TYPE OF PERMIT (check at least one)
Address: 2166 Blossom Way S., St Petersburg 33712 Parcel Identification Number: 13/32/16/71280/037/00600 Description of Location: minor easement for encroachment of existing driveway in ROW	Work in Public Right of Way or Easement: <input type="checkbox"/> \$25.00 Sidewalk <input type="checkbox"/> \$130.00 Commercial Driveway <input type="checkbox"/> \$150.00 Developer Permit <input type="checkbox"/> \$180.00 WTM Crossing <input checked="" type="checkbox"/> \$185.50 Minor Easement <input type="checkbox"/> \$180.00 Miscellaneous <input type="checkbox"/> \$200.00 Utility Connection (no pavement cut) <input type="checkbox"/> \$300.00 Utility Connection (pavement cut)
PROPERTY OWNER: Douglas C Jackson Address: 8001 Macoma Dr NE Unit #: City, State, Zip: St Petersburg, FL 33702 Phone No.: 727-512-3902 Fax No.: E-Mail: sammacoma@tampabay.rr.com	Seawalls: <input type="checkbox"/> \$200.00 Concrete (first 100-feet /\$1.40 each additional foot) <input type="checkbox"/> \$155.00 Non-Concrete (first 100-feet/\$1.03 each additional foot) <input type="checkbox"/> \$140.00 Rip-Rap (first 100-feet /\$0.90 each additional foot) <input type="checkbox"/> \$60.00 Non-Structural Repairs
APPLICANT: CONTACT: Address: S.A.A. Unit #: City, State, Zip: Phone No.: Fax No.: E-Mail:	Utility Provider: <input type="checkbox"/> \$0 Utility Provider (Franchised or Paying Communications Service Tax) <input type="checkbox"/> Utility Provider (fee determined by type of work) (Not Paying Communications Service Tax)
CONTRACTOR: CONTACT: Address: S.A.A. Unit #: City, State, Zip: Phone No.: Fax No.: E-Mail:	
ARCHITECT/ENGINEER/DESIGNER: Address: NA Unit #: City, State, Zip: Phone No.: Fax No.: E-Mail:	
State License No.:	

Total Estimated Construction Value: _____

Description of Scope of Work:

Douglas C Jackson
Applicant Print Name

Douglas C Jackson
Applicant Signature

3/1/22
Date

MINOR EASEMENT PERMIT
City of St. Petersburg, Florida (GRANTOR)

For Encroachment Within Any Public Right-of-Way or Public Easement

Application by: DOUG JACKSON (GRANTEE)

Application No: 22-272-ME

Address: 8001 Macoma Drive Northeast
 St. Petersburg, FL 33702

Date: 03/30/2022

Engineer's Initials: PHF

Office Contact: Douglas Jackson

Phone: (727) 512-3902

Fax:

Field Contact: fammadoma@tampabayrr.com

Phone: () -

Fax:

Permit Fee:	185.50	Connection Fee:	0.00	Construction Fee:	0.00	Total Fee:	185.50
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A minor easement ("Permit") to clarify private ownership and maintenance responsibility of an existing driveway encroaching some 3.54' to 11.18' upon unimproved Serpentine Drive South. The asphalt driveway was constructed with the house in 1956 and now due to pavement failure is being replaced with a paver driveway in the exact same location. The property address is 2166 Blossom Way South (parcel 13/32/16/71280/037/0060) and encroachments are shown in detail on attached foreign drawing #22-029-01 (Exhibit A).

MINOR EASEMENT CONDITIONS:

Ownership, maintenance, and liability for all improvements placed within the public right of way, as generally described in this document and shown on the attached plans, shall remain with the current and/or future property owner.

Any repairs or restoration of the private improvements that may be required due to the maintenance of public infrastructure will be the sole responsibility of the permittee, not the City. Permittee shall be responsible for the maintenance of the permitted structures or utilities.

Before commencing construction of a private structure or utility, the permittee shall first obtain the written approval of, and all other necessary permits from, the City and all affected government agencies and utility companies.

The permittee is required to execute a hold harmless and indemnity agreement in favor of the City protecting the City from any injury or damage caused by the permittee's activities or the permitted structure or utility, and indemnifying the City against any loss as a result of the construction, maintenance or existence of the permitted structures or utilities. The executed hold harmless agreement is made part of this Minor Easement Permit.

Permittee shall at its own cost and expense restore any street or sidewalk it has disturbed in accordance with the provisions of the City's standard specifications for streets and sidewalks, and shall at its own cost and expense, restore and replace any other property (including vegetation) disturbed, damaged or in any way injured by or on account of its activities to as good as the condition such property was in immediately prior to the disturbance, damage or injury and shall make such other repairs or restorations upon which the permit is conditioned.

Permittee shall, at its own cost and expense, protect, support, temporarily disconnect and reconnect, relocate in the same public right-of-way or easement, or remove therefrom any of its property when required to do so by the City because of sidewalk, street or any other public excavation, construction, maintenance, repair, regrading or grading; traffic conditions; installation of sewers, drains, water pipes, City-owned power or signal lines, or other City-owned utility facilities or equipment; vacation or relocation of streets or any other type of structure or improvement of a public agency, or any type of improvement necessary for the public health, safety or welfare, or upon termination or expiration of the minor

**KEN BURKE, CLERK OF COURT
 AND COMPTROLLER PINELLAS COUNTY, FL
 INST# 2022115526 04/12/2022 04:02 PM
 OFF REC BK: 22016 PG: 1338-1342
 DocType:EASEMENT RECORDING: \$44.00**

MINOR EASEMENT PERMIT

City of St. Petersburg, Florida (GRANTOR)

For Encroachment Within Any Public Right-of-Way or Public Easement

easement permit.

As an owner and operator of underground facilities within the public right-of-way, it is required by Florida law to protect the underground facility by participating in the one call notification system administered by the Sunshine State One Call of Florida (SSOCOF) or any subsequently established and adopted notification system.

Minor easement permits may be terminated by the City for good cause and without penalty after giving the permittee / owner 30 days written notice of such termination.

Engineering Dept. Plan No.: 22-029-01 (EXHIBIT "A")	ATLAS SH. NO.: H-37
---	---------------------

Applicant's Signature Douglas Jackson Date 3/30/2022

O.R. Bk # _____
Page _____

Engineering Director Approval Erin Payne Date 4/1/22

Inst. # _____
Date _____

STANDARD CONDITIONS

This minor easement permit is issued pursuant to the terms and conditions identified in City of St. Petersburg Municipal Code Chapter 25, Article VII, Minor Encroachments.

Per City Code Section 16.40.060.3.1 the owner of record of the property and occupant of the property are responsible for the maintenance of trees, vegetation, and associated landscaping appurtenances within public easements on private property and in abutting rights-of-way.

The applicant/owner shall be responsible for maintenance of and any injury or damage caused by the private encroachments into public easement or public right of way including court cost and attorney's fees; also for the removal of the private encroachment(s) within thirty days if so requested by the City of St. Petersburg.

The applicant is required by Florida law to protect the underground facilities by contacting the one call notification system administered by the Sunshine State One Call of Florida (SSOCOF); phone 811, or Web Information at www.callsunshine.com. Any utility conflicts are the responsibility of the applicant to resolve.

An owner and operator of underground facilities within the public right-of-way, is required by Florida law to protect the underground facility by participating in the one call notification system administered by the Sunshine State One Call of Florida (SSOCOF). For membership information contact SSOCOF, phone 811, or Web Information www.callsunshine.com.

This minor easement shall run with the ownership of the land and any easements, rights, covenants, obligations and burdens herein shall inure to the benefit of and binding upon the parties and their successors and assigns.

The City shall not be responsible for the restoration of the private encroachment(s) should the City be required to perform maintenance or any other activity associated with the public use of the referenced easement / right-of-way.

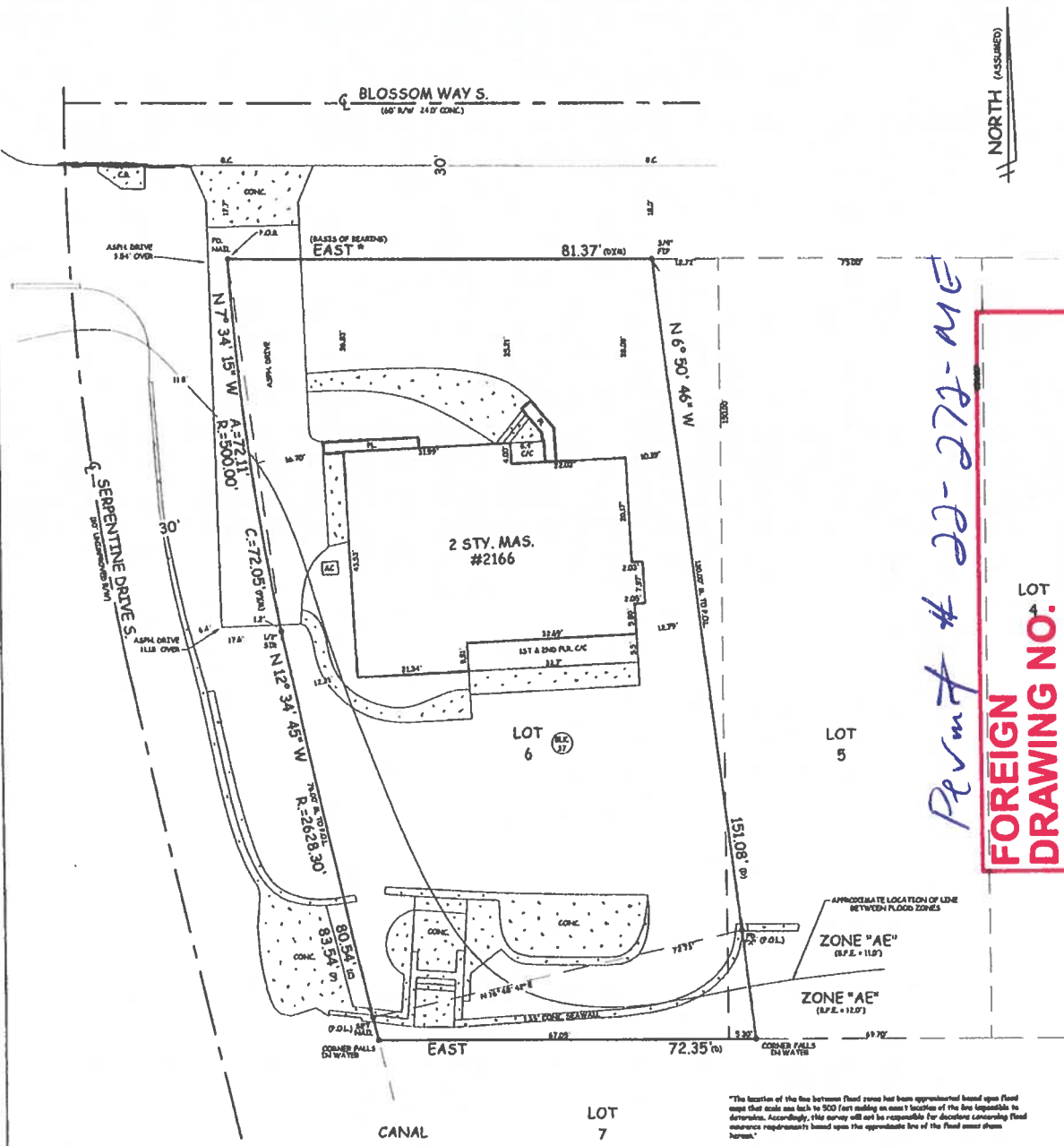
All other applicable City of St. Petersburg and other governmental approvals and / or permits are the responsibility of the applicant to obtain.

An Agreement between the City of St. Petersburg, the Applicant and his successors and assignees (collectively "Occupant"), to indemnify and hold the City harmless and providing other conditions, is incorporated into and made a part of this Minor Easement.

DISTRIBUTION: CLERK OF COUNCIL (ORIGINAL)

CERTIFIED TO: William Darrell Jackson and Douglas C. Jackson and Sharon K. Jackson
Fisher & Wiley, P.A.
Fidelity National Title Insurance Company

SCALE: 1" = 20' Survey not valid for more than one (1) year from date of field work. SEC. 13 TWP. 32 S. RGE. 16 E.



Permit # 22-272-ME

FOREIGN
DRAWING NO. 4

22-029-01

ENGINEERING & CAPITAL IMPROVEMENTS DEPT.
CITY OF ST. PETERSBURG, FL

EXHIBIT "A"

A BOUNDARY SURVEY OF: From the Northwest corner of Lot 6, Block 37, PINELLAS POINT ADDITION SECTION A OF CANAL SECTION, according to the map or plat thereof, as recorded in Plat Book 17, Page(s) 24, of the Public Records of Pinellas County, Florida the P.O.B run Easterly along the North line of said Lot 6, 81.37 feet; thence run Southerly 151.08 feet to a point on the South line of Lot 6 and adjacent Lot 5, said point being 72.35 feet Easterly of the Southwest corner of said Lot 6; thence run Westerly along said South line of Lots 5 and 6 to the Southwest corner of Lot 6; thence Northerly along the West line of said Lot 6 to the Point of Beginning.

According to the maps prepared by the U.S. Department of Homeland Security, this property appears to be located in Flood zone: AE Comm. Panel No.: 125148 0283 G Map Date: 8/03/03 Base Flood Elev.: 11.0' - 12.0'

FOR THE EXCLUSIVE USE OF THE HEREIN PARTY(IES), I HEREBY CERTIFY TO THE ACCURACY (EXCEPT SUCH EMBELLISHMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS, OR ON THE SURFACE OF THE LANDS AND NOT VISIBLE, AND THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 817, FLORIDA ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE AND BELIEF UNDER FOUNDATIONS AND/OR IMPROVEMENTS, IF ANY, ARE NOT SHOWN AND OTHER RESTRICTIONS AFFECTING THIS PROPERTY MAY EXIST IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF REVIEWING A CURRENT TITLE SEARCH. SURVEY NOT VALID FOR MORE THAN ONE YEAR FROM DATE OF FIELD WORK AND NOT VALID UNLESS EMBELISHED WITH SURVEYOR'S SEAL. BEARINGS SHOWN ARE BASED ON PLAT, UNLESS OTHERWISE NOTED.

★ BEARINGS SHOWN ARE ASSUMED

LEGEND: F.I.P. - FOUND IRON PIPE F.C.M. - FOUND CONCRETE MONUMENT F.I.R. - FOUND IRON ROD S.I.R. - SET IRON ROD 1/2" LB #7418 P.C.C. - POINT OF CURVATURE P.T. - POINT OF TANGENCY P.I. - POINT OF INTERSECTION P.C. - POINT OF CURVATURE P.F.L. - FRESHED FLOOR ELEVATION P.R.M. - PERMANENT REFERENCE MONUMENT N.A.V.D. - NORTH AMERICAN VERTICAL DATUM OF 1988	P.O. - POINT H.A.D. - HAIL AND DISK P.O.L. - POINT ON LINE P.C. - POINT OF CURVATURE P.T. - POINT OF TANGENCY P.I. - POINT OF INTERSECTION P.C. - POINT OF CURVATURE P.F.L. - FRESHED FLOOR ELEVATION P.R.M. - PERMANENT REFERENCE MONUMENT N.A.V.D. - NORTH AMERICAN VERTICAL DATUM OF 1988	R. - RADIUS A - ARC C - CHORD Δ - DELTA R.W. - RIGHT OF WAY S - STRIP M.B. - MASONRY P.R.S. - FRAME Q.E. - QUOTE EJECT C.B. - CATCH BASIN F.H. - FIRE HYDRANT	M.S. - METAL SHED A.L.U.M. - ALUMINUM W.H. - WATER HEATER P.B. - PAVED STONE C.P. - CARPORT P.L. - PLANTER B.C. - BACK OF CURB E.P. - EDGE OF PAVEMENT E.O.W. - EDGE OF ROAD E.O.W. - EDGE OF WATER T.O.S. - TOP OF BANK	W.W. - WIND WALL E. - CENTERLINE R.W. - RIGHT OF WAY P. - PLAT (C) - CALCULATION (S) - SEED (M) - MEASURED N. - NORTH S. - SOUTH E. - EAST W. - WEST	C.B.U.T. - CURB CUT G.H. - GROUND HOLE C.C. - CONCRETE C.L. - CLEAR C.O.L. - COLLAR H.D. - HOLE B.L.K. - BLOCK S.W. - S.W. WALL A.S.P. - ASPHALT U.T.L. - UTILITY P.P. - POWER POLE L.P. - LIGHT POLE	O.H. - OVERHEAD G.A.R. - GARAGE C.W. - COVERED WOOD C.P. - COVERED PAVED STONE C.C. - COVERED CONCRETE A.C. - AIR CONDITIONER S.P. - SCREENED PORCH P.P. - COVERED POWER LINES H.T. - OVERHEAD TELEPHONE LINES P.P. - POWER POLE L.P. - LIGHT POLE
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EDWARD D. MURPHY REG. P.L.S. # 5333

HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 30th day of March, 2022, between the City of St. Petersburg, Florida ("City") and Douglas C Jackson and its successors and assigns (collectively "Occupant").

WITNESSETH:

WHEREAS, the City is the owner and holder of a certain right-of-way or easement which Occupant desires to occupy and use pursuant to a minor easement; and

WHEREAS, Occupant, in exchange for the right to occupy and use said property, agrees to maintain the property and indemnify the City for any personal injury or property damage that may occur on the property during its occupation and use.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follow:

1. RECITATION. The above recitations are true and correct and are incorporated herein by reference.
2. PROPERTY. The Occupant shall be permitted to occupy and utilize that portion of the right-of-way or easement which is owned and held by the City and which is more specifically described in the attached Exhibit "A" which is incorporated herein by reference ("SITE"), subject to the terms and conditions of the Minor Easement No. 22-272-ME. Occupant's usage shall conform to all applicable Federal, State, County and City laws and regulations.
3. TERM. The right of the Occupant to occupy and utilize the Site shall continue for the life of the structure(s). The City may terminate this right upon thirty days written notice.
4. USAGE. The Occupant shall have non-exclusive right to occupy and utilize the Site for the following purposes: A driveway constructed in 1956, but being improved, to remain encroaching 3.54' - 11.18' upon unimproved Serpentine Dr. S. 1
5. The Occupant shall repair any damage caused to utilities or structures as a result of the Occupant's use of the City's easement and shall restore the surface of the easement to a condition equal to or better than currently exists. The Occupant shall be responsible for any injury or damage caused by the Occupant's use, construction or maintenance activities.

6. The Occupant shall protect, defend, hold harmless and indemnify the City from and against any and all actions, claims, damage and/or loss including court cost and attorney's fees, arising in any manner from the occupation and usage of the Site by the Occupant, its officers, employees, agents, and contractors.

WHEREFORE, the parties hereto have set their hands on the date first above written.

WITNESSES:

SIGN: Kyle Hurin

PRINT: Kyle Hurin

SIGN: Peter Fritsch

PRINT: Peter Fritsch

OCCUPANT/OWNER

BY: Douglas Jackson

PRINT: Douglas Jackson

CITY OF ST. PETERSBURG

BY: Bejesh Prayman

ITS: ECID DIRECTOR

Approved as to form and content:

[Signature]
City Attorney or designee

Exhibit H

Appeal Letter



**PLANNING & DEVELOPMENT SERVICES DEPARTMENT
APPEALS FORM**

Appeal From: Person Officially Designated (POD) Development Review Commission Community Planning and Preservation Commission

Appeal to: Development Review Commission Community Planning and Preservation Commission City Council

Contact Information:

Name	Steven Walker
Street Address	2162 Serpentine Cir S
City ST ZIP Code	St. Petersburg, FL 33712
Telephone	813-340-3193
E-Mail Address	stwalker180@gmail.com
Signature	<i>Steven Walker</i> Date 4/25/22

Date of Hearing

Date of Decision	
------------------	--

Case No.

Case No.	
----------	--

Case Address

Case Address	Serpentine Circle S ROW South of Blossom Way South
--------------	--

Submittal Requirements

<p>1. Narrative describing grounds for appeal.</p> <p>See Attachment A. "Appeal of Granting of Minor Easement Permit: Re: Minor Easement Permit No. 22-272-ME."</p>

Information on Procedures for Hearing

- 1) Staff, appellant, applicant, and registered opponent (registered opponent ONLY allowable if timely registered and appellant is the applicant/owner) will have a total of ten (10) minutes each to present their case.
- 2) The cross-examination phase allows each participant five (5) minutes to ask questions of any individual or party that presented testimony in the presentation phase or public hearing. All questions shall be directed to the Chair who will direct the question to the appropriate person.
- 3) The rebuttal/closing statements phase allows each participant five (5) minutes to rebut prior arguments and make closing statements.
- 4) The Commission Chair will then close the proceedings and go into Executive Session and make a decision. The Commission members may ask questions at any time during the Quasi-Judicial process.

**Return form to the Office of City Clerk, at
175 5th Street North, St. Petersburg, FL 33701
cathy.davis@stpete.org, (727) 893-7447**

***Fee to Appeal Person Officially Designated: \$250.00**

***Fee for all other Appeals: \$300.00**

***Note: Appellant is also responsible for required public notice and any associated post office mailing fees.**

CK # 327 \$300.00

4/25/22

April 25, 2022

City Clerk
Office of the City Clerk
City of Saint Petersburg
175 5th Street North
St. Petersburg, FL 33701



To the City Clerk:

Please find attached an appeal of the City's granting of a minor easement into the City-owned right of way of Serpentine Cir S, south of Blossom Way S in Saint Petersburg, Florida. The minor easement was granted in association with a driveway construction permit recently issued to the current owners, Douglas Jackson et al, of 2166 Blossom Way South.

The City granted the minor easement and associated construction permit without notice to the public. The City had knowledge that recent consideration of a vacation application submitted by the same applicant was strongly opposed by the surrounding community and its neighborhood association, and that those same entities were attempting to work with the City to improve the property for public use. Our elected representative, Councilwoman Deborah Figgs-Sanders, was working to advance the efforts to optimize public use of the property with City staff, a fact known to the departments that granted the minor easement and driveway construction permit without prior notice to her, to the public or to the adversely affected residents and taxpayers in the surrounding neighborhoods. The decision will have the highly adverse effect of limiting the options available to return the property to a state that will allow neighborhood residents, and in fact all City residents, the functional use of this valuable City resource to access the waterfront and Tampa Bay. You should be aware that this property has been used for that purpose since construction of the Pink Streets neighborhood began in the 1920s.

The local residents learned of the City's action, taken without notice, only when the applicant began removing his non-complaint, encroaching driveway pavement in preparation for reconstructing it in the same footprint. We contacted the City immediately, the Zoning Official (Dave Goodwin) came to the site and, after learning of the encroaching status of the driveway, stopped the work. While he was at the site for this purpose, I fully informed him of the prior vacation application process with the DRC and the near universal opposition of the community (including the entire Pink Streets and Greater Pinellas Point neighborhoods, and our neighborhood association) to ceding any control or ownership of any of the ROW property. I further informed him that efforts to optimize use of the property, including consideration of options for doing that, were already underway on an informal basis with the City and our neighborhood association. We learned later that day from our Councilwoman that the original application for the permit did not include the information needed to inform the permitting official that approximately half (or more) of the driveway was on City property. Had that information been included, the permit could not and we assume would not, have been issued. We were later informed by our Councilwoman that the permit had been cancelled.

Approximately three weeks later, we observed the driveway construction restarting. We again contacted the City and our Councilwoman, and learned that again without notice, the City had granted the owner a minor easement and reissued his permit to reconstruct his driveway in the same encroaching footprint. The issue was elevated to the Mayor's office, and our understanding is that the Mayor delegated the issue to Claude Tankersley, director of Public Works for review and a final determination. We made multiple requests for Mr. Tankersley to call us for our input, including multiple requests for a meeting. He never contacted us, he did not return any of our phone calls and he did not respond to our requests for a meeting. Mr. Tankersley instead informed us in a terse email that the result of his after the fact "due diligence," which did not include communication with the neighborhood, was a decision that the grant of minor easement would remain in effect. That email was sent to us on Friday, April 15, 2022 and is the date of final action by the City, consequently this appeal is timely.

I reserve the right to amend the appeal as we move forward in the process.

Steven Walker



2162 Serpentine Circle S
Saint Petersburg, FL 33712

Property owner, resident and taxpayer at this address since December 1988

Telephone: 813-340-3193
stwalker180@gmail.com

Attachment

Attachment A

APPEAL OF GRANTING OF MINOR EASEMENT PERMIT

RE: Minor Easement Permit No. 22-272-ME

City Code Sec. 25-273. – Minor Easement permit

This permit fails to comply with the clear language of the City Code.

Sec.25-273. – Minor easement permit.

(a) The purpose of the minor easement permit is to:

- (1) Provide for minor encroachments into public right-of-way or easements as a result of prior structures occupying such right-of-way or easement by right or error, where vacation is not practical or does not adequately protect the public interest**


The encroachment into the public right of way of Serpentine Cir S has no basis in the law (ordinance) and it does not exist as the result of an error. Therefore, there is no legal basis for the minor easement permit at issue.

A legal right is **an interest accepted and protected by law**. The offending driveway was built in substantial part on city right of way without legal right, i.e., an easement over the right of way given by the city.

Locating the driveway in substantial part on city right of way was not an error; the boundaries of the Jackson property and the fact that their driveway encroaches on city right of way have appeared on every survey since 1954. The current owners purchased the property knowing that a substantial portion of the driveway sat on property they did not own or have permission to occupy.

There is no other basis for the city to issue a minor easement permit than the two (2) expressly listed in Sec. 25-273 (a): that the driveway was built over city right of way with express legal permission from the city; or, that it was first built in error. There is no evidence that the city ever granted permission to the current owners or any owner before them, to build on city right of way and Douglas Jackson (a current owner) has stated under oath that it was first built with full knowledge that it was on city right of way.

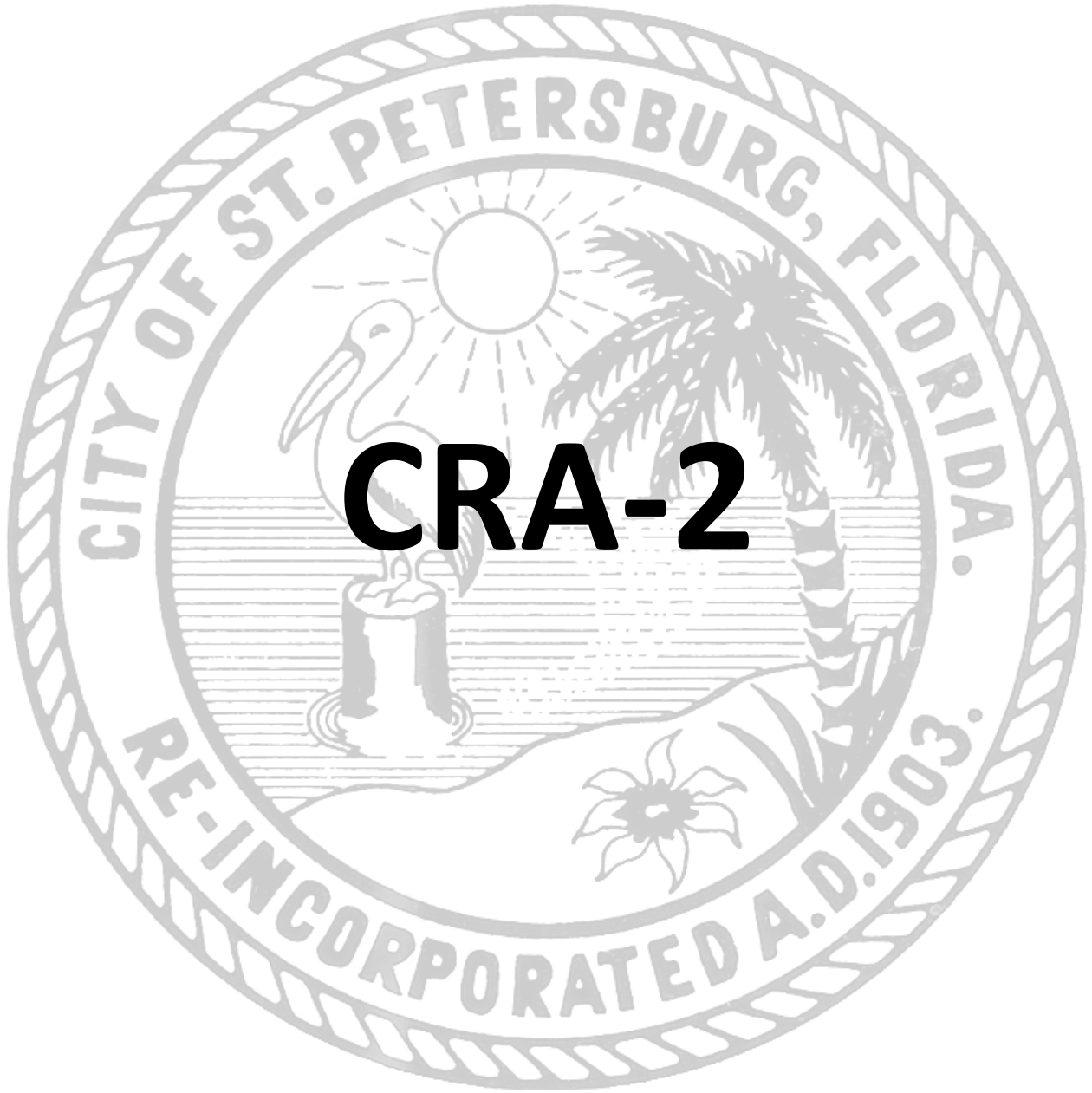
That the driveway was built 68 years ago or 680 years ago is made irrelevant by the clear language of the ordinance. The city cannot act without the authority of law.

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					164360
Name:	Johnson, Sarah B	Request Date:	03-JUN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 6/16
Message:	Serpentine Hearing
Supporting Documentation:	Serpentine Hearing - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	03-JUN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	03-JUN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	03-JUN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	03-JUN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the 18-story building with 36-dwelling units, located at the southwest corner of 4th Avenue North and 1st Street North consistent with the Intown Redevelopment Plan; and providing an effective date. (City File IRP 22-2A)
Please scroll down to view the backup material.



CRA-2



**Community Redevelopment Agency
Meeting of June 16, 2022**

CRA Case File: IRP 12-2a

REQUEST

Review of a modification to a previously approved plan to construct a 18-story, 50,000 square foot, 36-unit, multi-family residential development, located at the southwest corner of 4th Avenue and 1st Street North for consistency with the Intown Redevelopment Plan (IRP).

APPLICANT INFORMATION

Applicant/Owner Driven Ziggy, LLC
40 Tomoka Ridge Way
Ormond Beach, FL 32174

Representative Johnson Pope
490 1st Avenue South
St. Petersburg, FL 33701

OVERVIEW OF PROJECT

The subject property is located at the southwest corner of 4th Avenue and 1st Street North and is currently vacant. The project's construction cost is valued at \$15-million, consists of constructing a 19-story, 50,000 square foot, 36-unit, multi-family development.

Project History

On December 13, 2018, the Community Redevelopment Agency (CRA) held a hearing to review a proposed 19-story, 50,000 square foot, 20-unit, multi-family development project for consistency with the Intown Redevelopment Plan (IRP). At the hearing, the CRA heard testimony from staff, the applicant and the public. A majority of the public that gave testimony expressed opposition to the project. Concerns raised included: scale, mass, canyon effect along the street edge and building height not compatible with nearby buildings including the historic Flor-de-Leon. Similar concerns were expressed by some of the members of the CRA and the motion to the find the project consistent with the IRP failed by a vote of 4 to 4.

The applicant subsequently redesigned the base of the building to address concerns expressed by the public and CRA. The intent of the redesign was to enhance the pedestrian experience along the base of the building and to visually reduce the mass of the building. The applicant incorporated the following additional urban design elements to achieve these goals:

- cantilevered awnings;
- large storefront windows and doors;

- an open-air art area;
- projecting balconies;
- entry-tower feature;
- changes in the plane of the façade;
- decorative architectural materials; and
- projecting roof elements.

These elements create visual interest for the pedestrian when walking by the building. The storefront windows and open-air art area provide the pedestrian something to look at, while the awning provides shelter from the weather as well as hides the fact that there is a tower above the awning. The other elements provide interest to those walking on the opposite side of the street. The decorative architectural materials and projections in the façade, creates texture and shadows on the building facade, thus helping to break down one larger facade into smaller facades. The revised project was approved at the April 4, 2019, CRA meeting by a vote of 5 to 2.

Background

The subject property is located within the Intown Redevelopment Area. The Redevelopment Plan (IRP) was adopted in March of 1982 to address blight and slum conditions, consistent with Section 163.362 FS. The IRP provides a mechanisms and programs for coordinating and facilitating public and private improvements to encourage revitalization. The IRP covers over 309 acres, excluding rights-of-way.

The Community Redevelopment Agency was established to implement the IRP. To achieve the goals of the redevelopment plan and to combat slum and blight the CRA is tasked with the following: acquisition of property, demolition, rehabilitation, relocation of effected occupants, construction of public improvements, sale of property, administration, establishing design guidelines and management of property.

The objectives of the IRP include: encouraging and reinforcing development, the development of integrated transportation systems and to ensure (re)development reinforces and maintains historic, cultural and aesthetic integrity.

Proposal

The applicant is seeking approval of a modification to a previous approved project. The applicant is proposing to increase the number of residential units from 20 to 36, increase the number of parking spaces from 36 to 42 and add a small commercial space on the ground floor at the northeast corner of the building. The exterior design of the base of the building will not change, the architectural style of the tower will not change but the amount of glazing has decreased. The overall building height, layout and FAR will remain the same.

The proposed building will consist of a slender 18-story tower sitting on top of a four-story base. The base of the building consists of 42 structured parking spaces and will occupy the majority of the subject property. The base of the building will be fully enclosed to prevent exhaust and head lights from impacting the two adjacent residential buildings that are to the south and west of the subject property. The 18-story tower is 120 feet in length and 35 feet in width and will be located towards the two street sides of the property.

The ground floor of the residential tower will consist of a lobby, commercial space and vehicular parking. Floors two through four will have ten vehicular parking spaces per floor, with bicycle parking on the 2nd floor. Floors 5-17 will have residential units and the 18th floor is an amenity floor. Vehicular access to the parking garage will be from a one-way ingress driveway from 4th Avenue North and egress from the parking garage will be to 1st Street North. Access to the upper levels of parking will be from a car-freight elevator, instead of a traditional ramp. Pedestrian access to the building will be from the public sidewalk along 4th Avenue North.

The proposed architectural style of the building will be contemporary. The base of the tower will have a 11-foot cantilevered awning, large transparent store-front windows and doors, decorative garage doors, decorative recessed arches, projecting balconies, spandrel glazing and decorative roof elements. The main pedestrian entrance into the building has been defined with a five-story tower element that projects from the building and includes a three-tiered open balcony that resembles an architectural feature from the abutting Flor-de-Leon. The tower portion of the building will have an ample amount of glazing, projecting balconies, recesses and projections on the façade. These architectural features enhance the pedestrian experience and help break down the overall mass of the building. The applicant worked with the City's Urban Planning and Historic Preservation Division to insure the design of the proposed building was compatible with the Flor-de-Leon, a locally designated landmark, which is located west of the subject property.

CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN

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

Plan Emphasis

Part of the implementation is developing an overall land use emphasis in order to achieve the concentration and form of development desired. Within the redevelopment area there are four focus areas for new development: The Core, Webb's City, the Stadium Complex and surrounding residential areas. The proposed development is located within the "Residential" area of the Intown. The residential area of the IRP is intended to help implement the 24-hour work and live environment, which is an important component of the plan. Currently, the existing vacant lot is contributing to blight in the Intown Redevelopment Area. The redevelopment of the lot will help in achieving the goal of the IRP.

The IRP includes design and development guidelines to ensure compatibility between the types of developments that are desired in the downtown and how such developments relate to the environment and each other. The proposed project was reviewed by staff and found to be consistent with the following:

- *Compliance with the land development code.*
- *Developers shall submit projects to the CRA for review.*
- *All development should demonstrate the use of energy conservation techniques.*
- *Parking structures should be decorative through the use of building materials or landscaping.*
- *Development should provide design elements (trees, canopies, street furniture, entryways) to building in scale with human dimensions.*
- *Development shall provide appropriate architectural variety to the area.*

- *Open space be directly linked to the pedestrian system.*
- *Open space relates to activities and buildings in the block.*
- *Create secluded, court yard type open spaces.*
- *Provide art.*
- *Infill development should create a sense of place and identify by relating to old and new architecture, by interrelated open space.*
- *All new development shall relate in building scale and mass with the surrounding areas.*
- *Development shall be consistent with the permitted uses in the downtown zoning district.*
- *Development intensity and uses shall be governed by the underlying zoning district.*
- *Development of both affordable and market rate housing should be encouraged through incentives.*

With respect to compliance with the Land Development Code, the subject property is located in the DC-2 zoning. Multifamily dwellings with a floor area ratio of up to 7.0 are permitted. The proposed development has a proposed FAR of 5.0. Staff determined that the proposed development is in compliance with the zoning district standards and therefore it is consistent with the IRP.

The subject property is located along 4th Avenue North, which is considered a gateway into the downtown. The proposed infill development will eliminate a vacant lot, thus helping to eliminate blight, as well as creating a sense of place by helping to define the public realm. The proposed building will fit in architecturally with both older and newer developments in the IRP. The proposed height of 180-feet is below the allowable base height of 300 feet. The 32-foot tall architectural base of the building enhances the pedestrian scale of the project. The building will have a greater setback on the west side of the building adjacent to the Flor-de-Leon. The 32-foot tall base is setback 16 feet, and the tower is setback 30-feet, exceeding the 7.5 feet required minimum setback. This increase in setback creates, in essence a buffer between the two structures. The applicant has included large storefront windows and doors to create a stimulating walk along the building. A continuous 11-foot cantilevered awning is proposed along 1st Street North and 4th Avenue North above the first floor of the building to shield the pedestrian from sun and rain, as well as to reduce the perceived building height. The upper portion of the building's base includes projecting balconies. These balconies have decorative columns, arches and railings. Beyond the projecting balconies are spandrel windows and doors that both screen the garage, as well as visually reduce the mass of the building and create visual interest for the pedestrian. Roof elements have been added to the top of the building's base to provide visual interest to the building façade. Other design elements include decorative arches and vertical and horizontal changes in the façade and decorative garage doors.

Site improvements include sidewalks, street trees and landscaping, new drainage system, open space, adequate parking and lighting. The pedestrian improvements will create a pleasurable and safe walking experience. The public sidewalk along 4th Avenue and 1st Street will be widened to 10-ft. and streetscape improvements, including: street trees, landscaping and street lighting will be installed. The addition of ground level open space on the west side of the subject property will have a positive impact on air quality and visual

appearance of the block. The open space will be landscaped, have seating areas and will connect to the public sidewalk.

The existing downtown development pattern contains a variety of building types, styles, heights, masses, setbacks and orientations. The building form and the relationship of the building to open green space are consistent with other development projects in the IRP. Recent development projects within the IRP include: Parkshore Plaza, 400 Beach Drive and the Bliss, which are some of the larger projects to have been built within the immediate area. The building design took into consideration the relationship with the adjacent buildings by increasing setbacks, lowering the building height, incorporating horizontal design features, providing shared open space and installing landscape buffers.

The existing transportation system provides a variety of transit options, including, mass transit. The addition of new housing stock will provide improved service in the redevelopment area, these include: retail, restaurant and other similar uses.

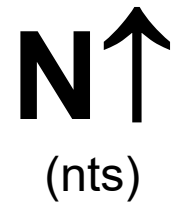
SUMMARY AND RECOMMENDATION

Staff recommends approval of the attached resolution finding the proposed 18-story, 50,000 square foot, 36-unit, multi-family residential development consistent with the Intown Redevelopment Plan as reflected in report IRP 22-2a based on preliminary plans submitted for review subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. FAR bonus approval is subject to review and approval by the Development Review Commission.
3. Applicant complies with any conditions of approval required by Development Review Services staff.



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services
Department
Address: 1st Street North and 4th Avenue North



CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE 50,000 SQUARE FOOT, 18-STORY BUILDING WITH 36 DWELLING UNITS, LOCATED AT THE SOUTHWEST CORNER OF 4TH AVENUE NORTH AND 1ST STREET NORTH CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 22-2A).

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


WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 50,000 square foot, 18-story building with 36 dwelling units described and reviewed in CRA Review Report No. IRP 22-2a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the 50,000 square foot, 18-story building with 36 dwelling units consistent with the Intown Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff.
2. FAR bonus approval is subject to review and approval by the Development Review Commission.
3. Applicant must comply with any conditions of approval required by Development Review Services staff.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

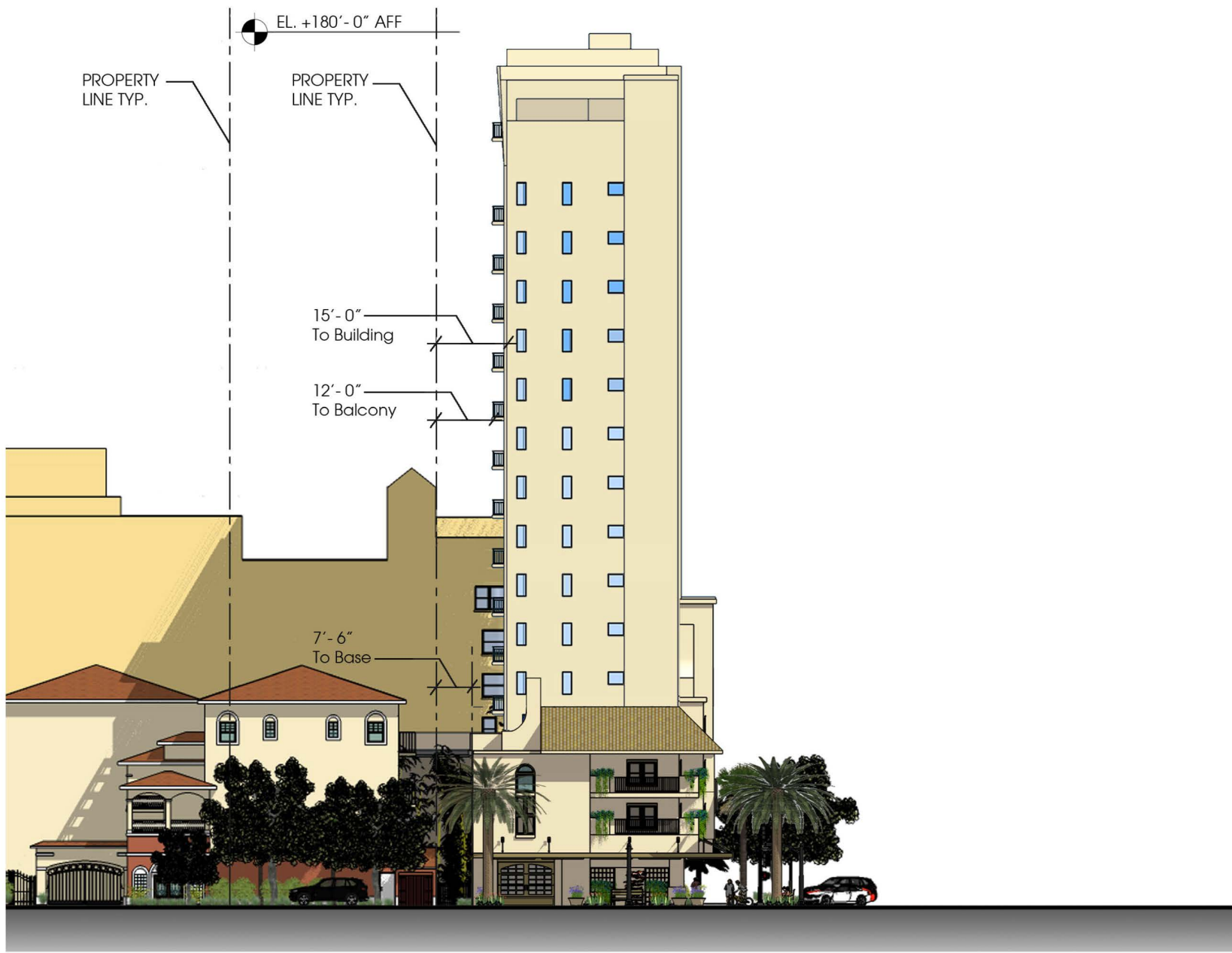

City Attorney (designee)

/s/ Elizabeth Abernethy

Elizabeth Abernethy, Director
Planning & Economic Development Department

EXHIBIT A
Site Data

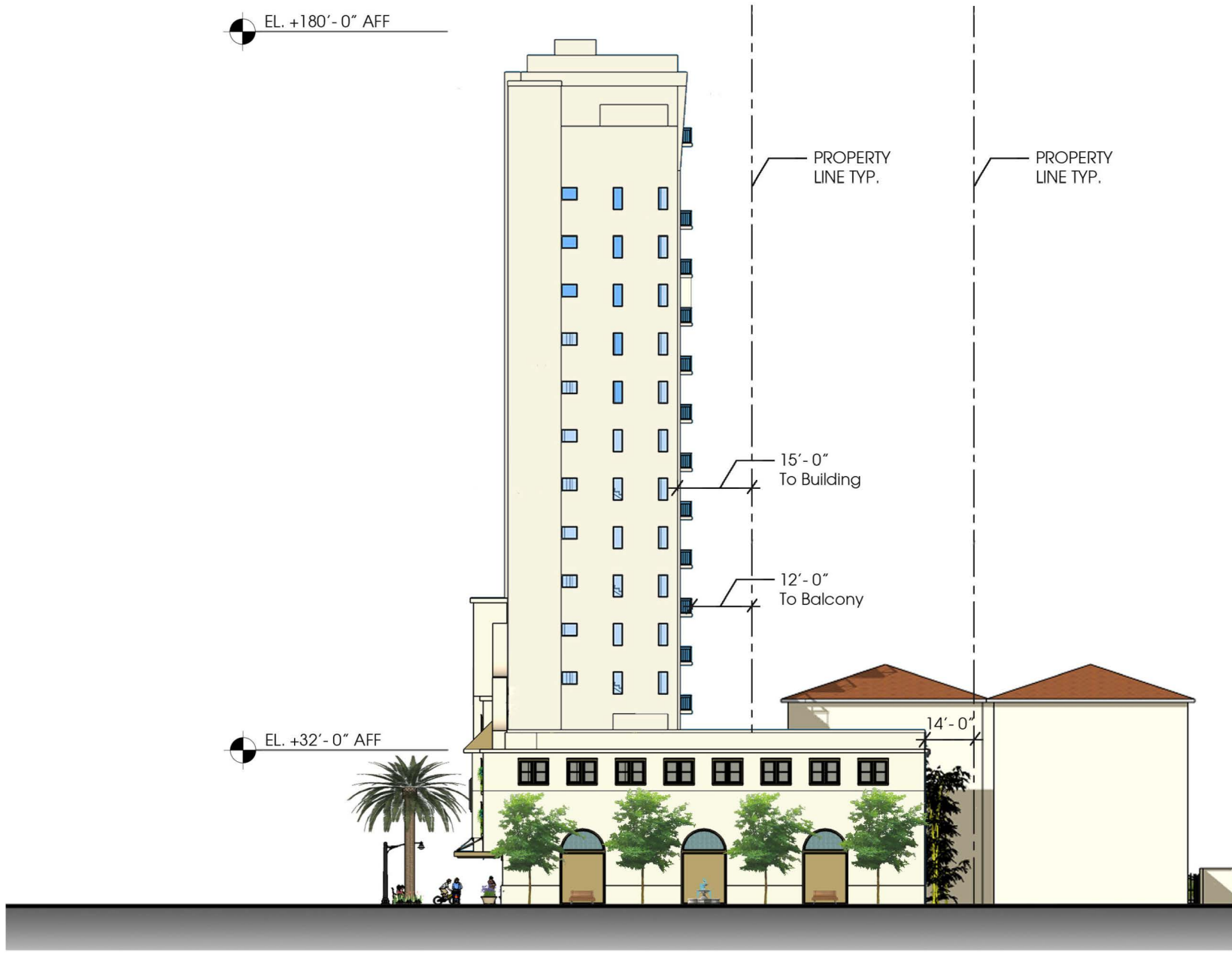
Location	4 th Avenue North and 1 st Street North 19/31/17/74466/012/0031, 19/31/17/74466/012/0013
Redevelopment Area	Intown Redevelopment Area
Zoning District	DC-2
Existing Land Use	Vacant
Proposed Uses	18-story, 36 dwelling units
Site Area	10,000 sq. ft. or 0.23 acres
Proposed FAR	5.0 FAR
Existing FAR	0 FAR
Permitted FAR	5.0 FAR w/bonus
Number of Residential Units	36
Existing Parking	0 spaces
Proposed Parking	42 spaces



EAST ELEVATION 1st Street North

SCALE : 1" = 30'-0"





EL. +180'-0" AFF

EL. +32'-0" AFF

PROPERTY LINE TYP.

PROPERTY LINE TYP.

15'-0" To Building

12'-0" To Balcony

14'-0"

WEST ELEVATION Courtyard

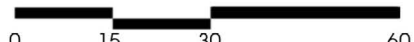
SCALE : 1" = 30'-0"





NORTH ELEVATION 4th AVE North

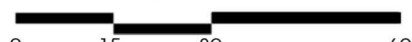
SCALE : 1" = 30'-0"

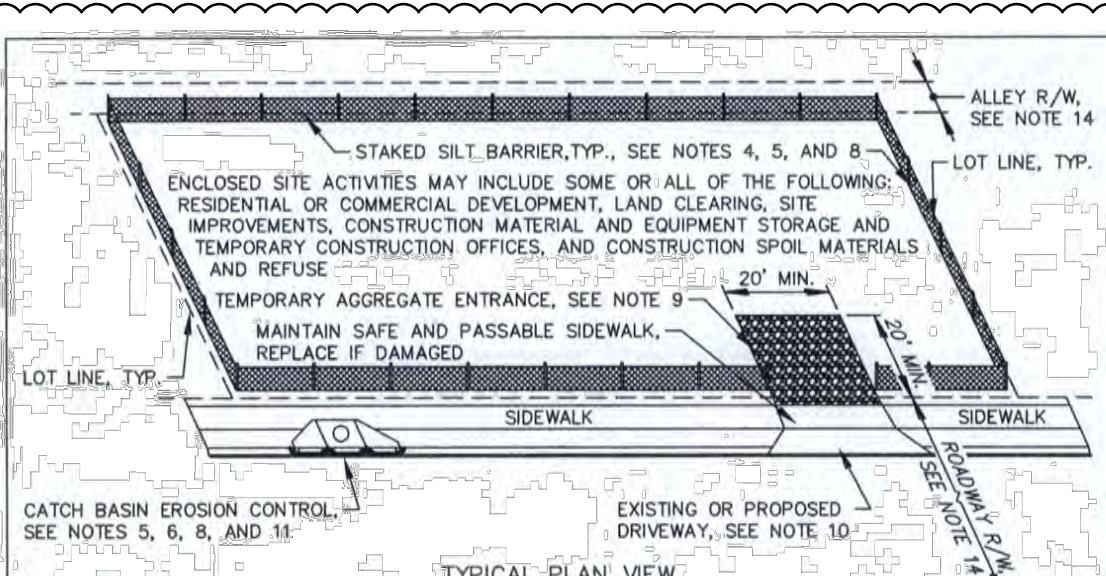




SOUTH ELEVATION

SCALE : 1" = 30'-0"





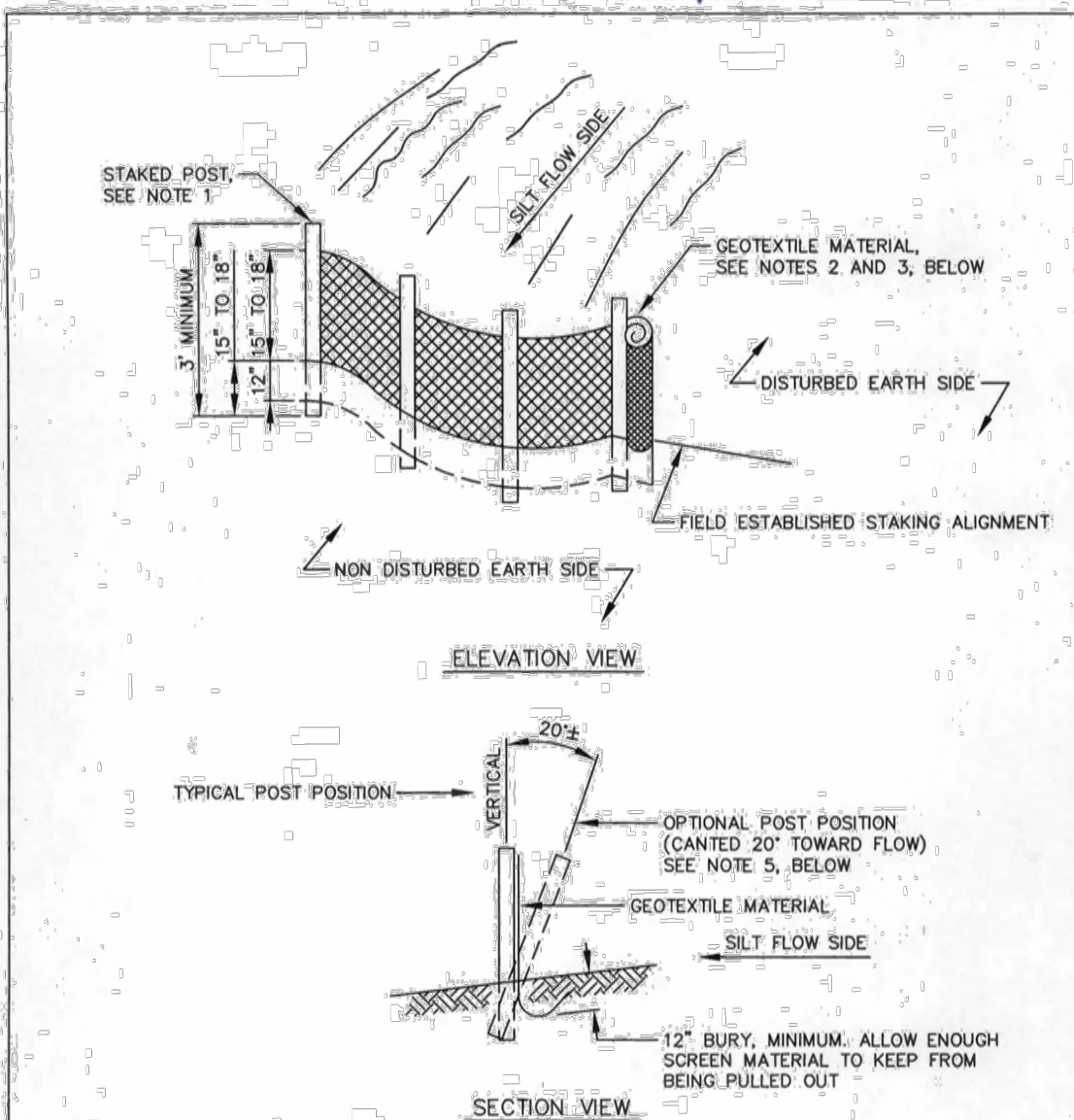
- NOTES:**
- NON-COMFORMANCE WITH THE ITEMS LISTED OR SHOWN ON THIS DETAIL MAY RESULT IN A "STOP WORK" ORDER.
 - THE PURPOSE OF THIS DETAIL IS TO ASSIST THE DEVELOPER, BUILDER, AND/OR CONTRACTOR TO MEET THE MINIMUM REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT ISSUED TO THE CITY OF ST. PETERSBURG.
 - THIS DETAIL IS APPLICABLE FOR ALL CONSTRUCTION SITES AS DESCRIBED ABOVE OF LESS THAN ONE (1) ACRE; THOSE SITES GREATER THAN ONE (1) ACRE ALSO MUST OBTAIN COVERAGE UNDER AN NPDES STORM WATER PERMIT.
 - THE SILT BARRIER SHALL BE INSTALLED ONE FOOT INSIDE THE PROPERTY LINE OR TWO FEET FROM THE SIDEWALK AS SHOWN ABOVE, FOR SILT BARRIER REQUIREMENTS AND INSTALLATION REQUIREMENTS, SEE STANDARD DETAIL-STAKED SILT BARRIER, DRAWING NO. S40-92.
 - INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES DAILY AND/OR AFTER A RAINFALL.
 - FOR CURB INLET FILTER REQUIREMENTS, SEE STANDARD DETAIL-CURB INLET FILTER FOR EROSION CONTROL AT CATCH BASIN, DWG. NO. S40-93 OR FOR BALE REQUIREMENTS, SEE STANDARD DETAIL-HAY BALES FOR EROSION CONTROL AT CATCH BASIN, DWG. NO. S40-94.
 - EXISTING GRASS VEGETATION SHALL BE MAINTAINED AT A 10 INCH HEIGHT OR LESS, AS PER CITY CODE, CHAPTER 16, SECTIONS 16-1070 THRU 1078.
 - ALL SOIL EROSION CONTROL DEVICES MUST REMAIN IN PLACE UNTIL NEW VEGETATION IS ESTABLISHED. ALL DISTURBED AREAS SHALL BE SLOPED AFTER FINAL GRADING.
 - TEMPORARY AGGREGATE ENTRANCE SHALL BE A MINIMUM 6" THICK OF STANDARD GRADATION QUOTE #1 OR #2 RANGE AS PER FDOT SECTION 901, AND SHALL BE COMPACTED. AGGREGATE SHALL BE QUARTZ OR CRUSHED GRANITE, LIMEROCK, DOLOMITE OR SANDSTONE SHALL NOT BE ACCEPTABLE.
 - IF THERE IS NO EXISTING DRIVEWAY OR AN ALTERNATE INGRESS/EGRESS IS TO BE USED DURING CONSTRUCTION, THE METHOD OF ACCESS TO THE "TEMPORARY AGGREGATE ENTRANCE" AS DESCRIBED ABOVE, IF THE AGGREGATE IS DEEMED UNSAFE, THE ALTERNATE INGRESS/EGRESS SHALL BE CONSTRUCTED OF 1" ASPHALTIC CONCRETE OVER 6" OF COMPACTED LIMEROCK BASE.
 - REGULARLY REMOVE COLLECTED SEDIMENT AND DEBRIS FROM THE SILT BARRIERS AND GUTTER FLOW LINE.
 - FOR ALL SAND AND SOIL STOCKPILES DUST/EROSION CONTROL MEASURES SHALL BE IMPLEMENTED.
 - KEEP CONSTRUCTION SITE LITER (DEBRIS, AND LEAKING CONTAINERS) IN ORDERLY CONTAINMENT AREAS.
 - SWEEP ENTRANCE AND ADJACENT ROADWAY WEEKLY TO KEEP FREE OF CONSTRUCTION DEBRIS.
 - SWEEP PAVED SURFACES ONLY. DO NOT WASH DOWN UNTIL SITE IS FINISHED.
 - SINGLE FAMILY INFL. LOTS MAY REQUIRE SILT FENCE, AS ORDERED OR DIRECTED BY THE CITY BUILDING OFFICIAL.

CITY STANDARDS

SITE DEVELOPMENT AND/OR CONSTRUCTION STAGING SITE EROSION CONTROL DETAIL

REVISIONS	BY	DATE	APPROVED BY	DATE
SWB 12/04				
SWB 03/06	ENGINEERING, STORMWATER, & TRAFFIC OPERATIONS			SEPT. 2004
SWB 09/06	CITY OF ST. PETERSBURG			

SCALE: N.T.S. DWG. No. S10-60

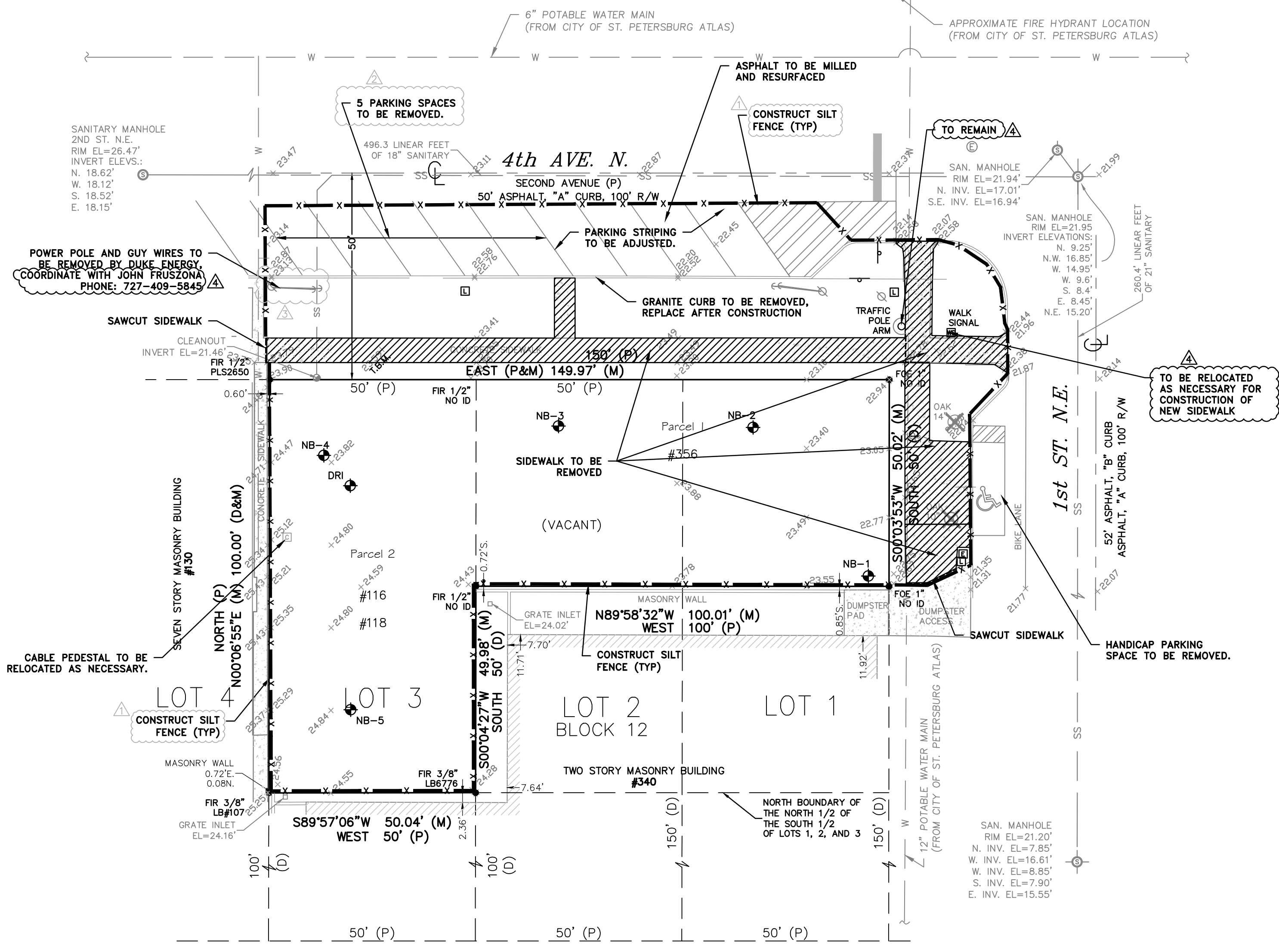


- NOTES:**
- POST: 2"x2" WOOD, P.T. OR 2-1/2" STEEL AT 6' CENTERS, MAXIMUM.
 - GEOTEXTILE GRAB TENSILE AT 90 LBS. TRIAXONAL, TEAR AT 35 LBS. WULLEN BURST AT 180 PSI.
 - GEOTEXTILE MATERIAL SHALL BE BURIED IN THE GROUND A MINIMUM OF 12" AND BACK FILLED.
 - ALSO SEE FOOT INDEX 199, "GEOTEXTILE CRITERIA", EROSION CLASS.
 - OPTIONAL POST POSITION REQUIRED WHEN SLOPE IS GREATER THAN 1:2.
- CITY STANDARDS**
- STAKED SILT BARRIER DETAIL**
- | REVISIONS | BY | DATE | APPROVED BY | DATE |
|-----------|---|------|-------------|------------|
| SWB 06/01 | | | | |
| SWB 06/02 | ENGINEERING, STORMWATER, & TRAFFIC OPERATIONS | | | SEPT. 2000 |
| SWB 03/06 | CITY OF ST. PETERSBURG | | | |
- SCALE: N.T.S. DWG. No. S40-92

- PROPOSED LEGEND**
- DIRECTION OF FLOW
- EXISTING ELEVATION
 - PROPOSED ELEVATION
 - TO = TOP OF CURB
 - EP = EDGE OF PAVEMENT
 - (MEG = MATCH EXISTING GRADE)
 - 6" CHAIN LINK FENCE
 - SILT FENCE
 - NUMBER OF PROPOSED PARKING SPACES
 - REMOVE EXISTING TREE

- LEGEND:**
- FIR = FOUND IRON ROD
 - D = DEED
 - M = MEASURED
 - P = PLAT
 - R/W = RIGHT OF WAY
 - T.B.M. = TEMPORARY BENCH MARK
 - FOE = FOUND OPEN END PIPE
 - = CONCRETE LIGHT POLE
 - = ELECTRIC BOX
 - = CABLE RISER
 - = POWER POLE
 - = TRAFFIC SIGN
 - ⊙ = SANITARY MANHOLE
 - ⊙ = FLORIDA POWER MANHOLE
 - ⊙ = SPOT ELEVATION
 - ⊙ = SOIL BORING LOCATION

Basis of Bearings:
NORTH BOUNDARY BEING EAST (ASSUMED)
Benchmark:
ST PETE CITY #43
E.L. = 136.33' CITY DATUM, ADJUSTED TO
E.L. = 38.58' N.A.V.D. M.S.L. = 0.00'



- NOTES:**
- STRIPING SHALL BE REMOVED BY A METHOD APPROPRIATE TO THE TYPE OF MARKING MATERIAL TO BE REMOVED AND THE TYPE OF PAVEMENT SURFACE. APPROVED METHODS INCLUDE HEAT LANCE, HIGH PRESSURE WATER BLASTING AND GRINDING. BLACKING OUT IS NOT CONSIDERED OR ACCEPTABLE AS A PERMANENT REMOVAL METHOD. IF PAVING USE TEMPORARY STRIPING (OIL BASED PAINT & REFLECTIVE BEADS) THAN AFTER 30 DAYS COVER WITH THERMOPLASTIC TAPE. PLACE NEW THERMOPLASTIC STRIPING PER CURRENT CITY ENGINEERING STANDARDS AND IN ACCORDANCE WITH SECTION 710 (PAINTED PAVEMENT MARKINGS) AND 711 (THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS) DOT-SSRBC (SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION).
 - ALL EXISTING ROADWAY CURB WITH LESS THAN A 4" REVEAL ON GRANITE CURB TO BE RAISED TO A STANDARD 6" REVEAL PRIOR TO NEW SIDEWALK CONSTRUCTION. ANY DAMAGED ROADWAY CURB SHALL BE REPLACED PER CURRENT CITY ENGINEERING STANDARDS AND SPECIFICATIONS.

EXISTING CONDITIONS, AS DEPICTED, WERE TAKEN FROM A BOUNDARY SURVEY WITH TOPOGRAPHY AND TREES PREPARED BY JOHN C. BRENDLA AND ASSOCIATES, INC., LB NO. 760, DATED: 8/25/15 (LATEST REVISION: 6/21/17).

INDEX OF DRAWINGS:

SHEET #	TITLE
C1	EXISTING CONDITIONS/DEMOLITION PLAN
C2	SITE PLAN
C3	PAVING, GRADING & DRAINAGE PLAN
C4	UTILITY PLAN
C5	LANDSCAPE PLAN
C6	CONSTRUCTION DETAILS
C7	SPECIFICATIONS

Apr 06, 2022 - 11:49am \\C:\Users\jchinn\OneDrive\Projects\2017\115 - Bess2 - Common\Engineering\Visual\2017-115-90.dwg

REV.#	DATE	REVISION	BY	CHECKED
4	7/12/19	PER CITY OF ST. PETERSBURG COMMENTS	CMM	
3	6/18/19	PER CITY OF ST. PETERSBURG COMMENTS	CMM	DESIGN: CAC
2	4/15/19	PER CITY OF ST. PETERSBURG COMMENTS	CMM	DRAWN: CMM
1	1/18/19	PER CITY OF ST. PETERSBURG COMMENTS	CMM	CHECKED: BAB

FUEL & ASSOCIATES

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE: 727.822.4151
WWW.DEJENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

100 4TH AVENUE NORTH
EXISTING CONDITIONS/DEMOLITION PLAN

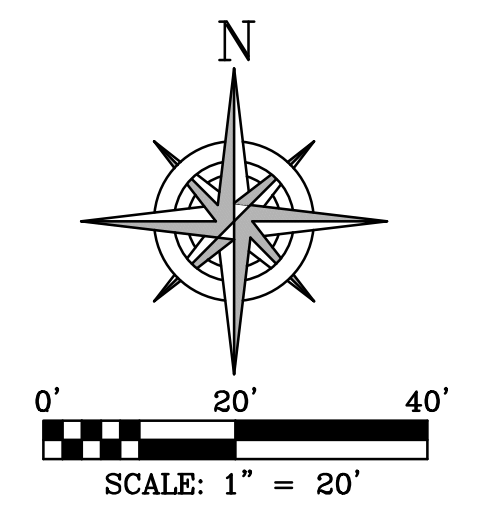
ST. PETERSBURG FLORIDA

I, CHRISTOPHER A. CHIN, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

CHRISTOPHER A. CHIN, P.E., 84365

WORK ORDER NO. 2017-115E
DATE: JULY 25, 2017
SCALE: 1" = 20'
SHEET NO. C1 OF 7

CALL 811
SUNSHINE STATE ONE CALL OF FLORIDA
www.callsunshine.com
(800) 432-4770
MIN. 2 FULL BUSINESS DAYS BEFORE YOU EXCAVATE



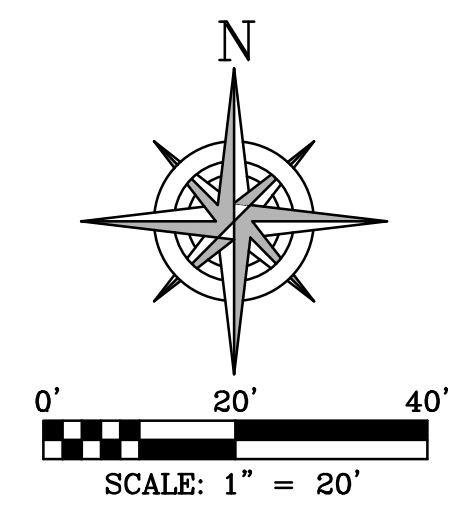
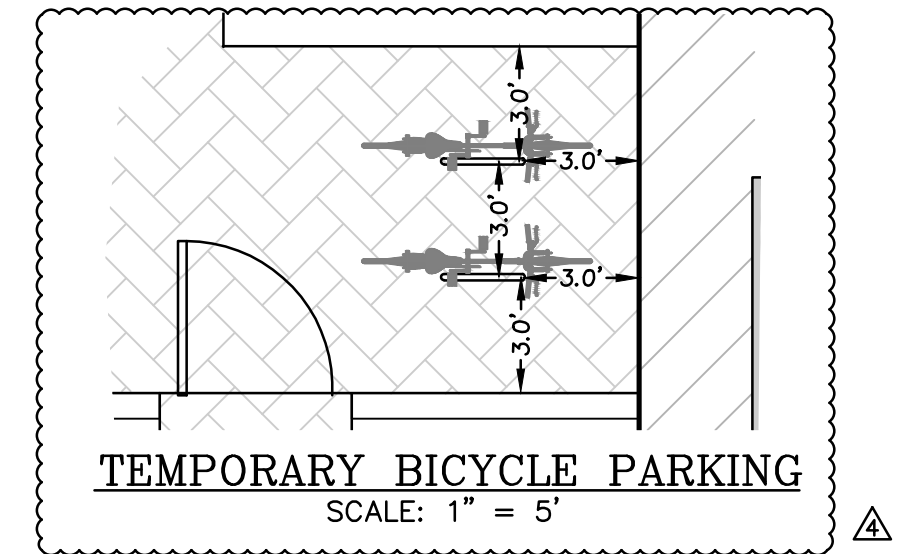
PROPOSED LEGEND

- DIRECTION OF FLOW
- EXISTING ELEVATION
- ELEVATIONS ARE BASED ON NAVD 88
- PROPOSED ELEVATION
- TC = TOP OF CURB
- EP = EDGE OF PAVEMENT
- (MEG = MATCH EXISTING GRADE)
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- SILT FENCE
- NUMBER OF PROPOSED PARKING SPACES
- REMOVE EXISTING TREE

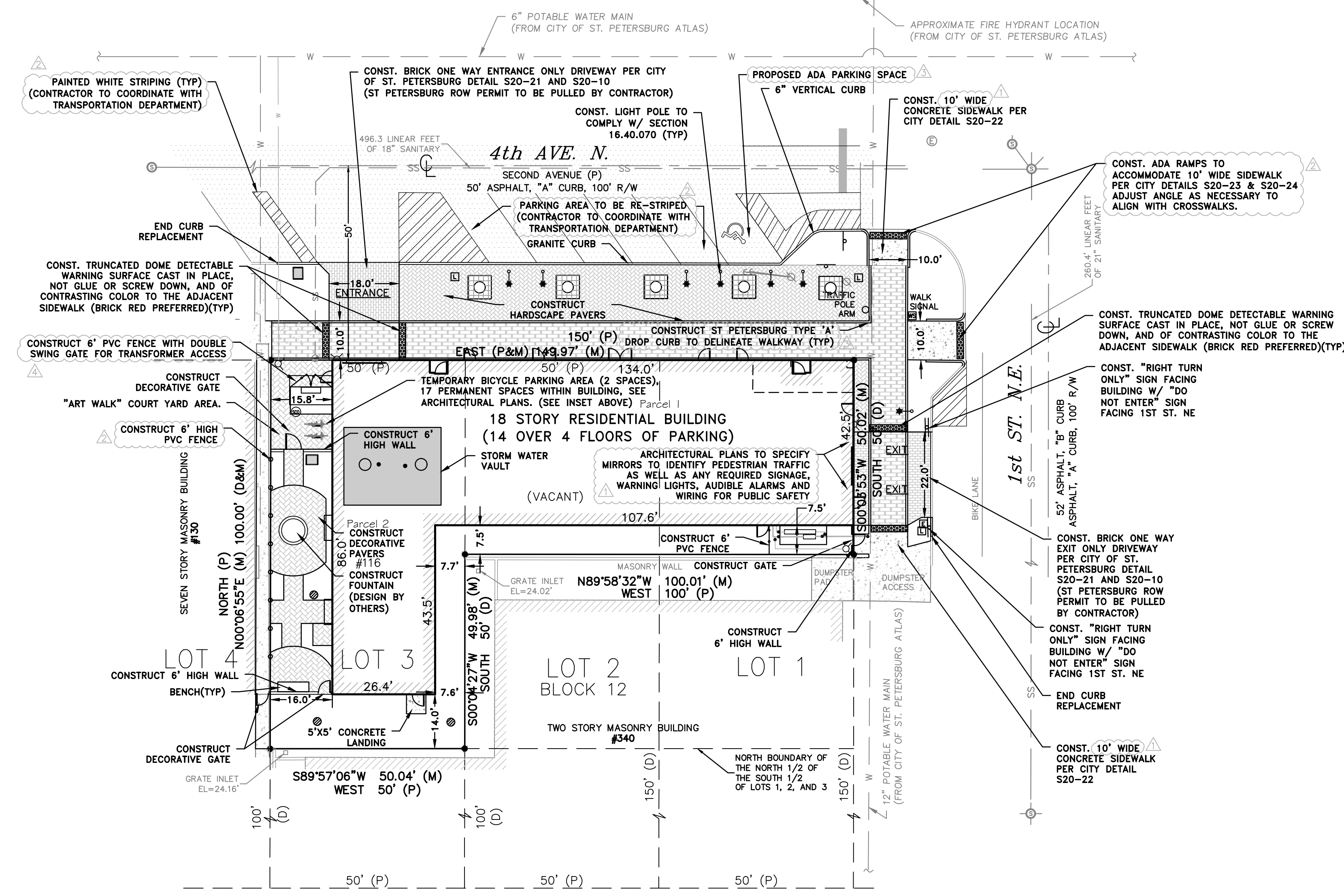
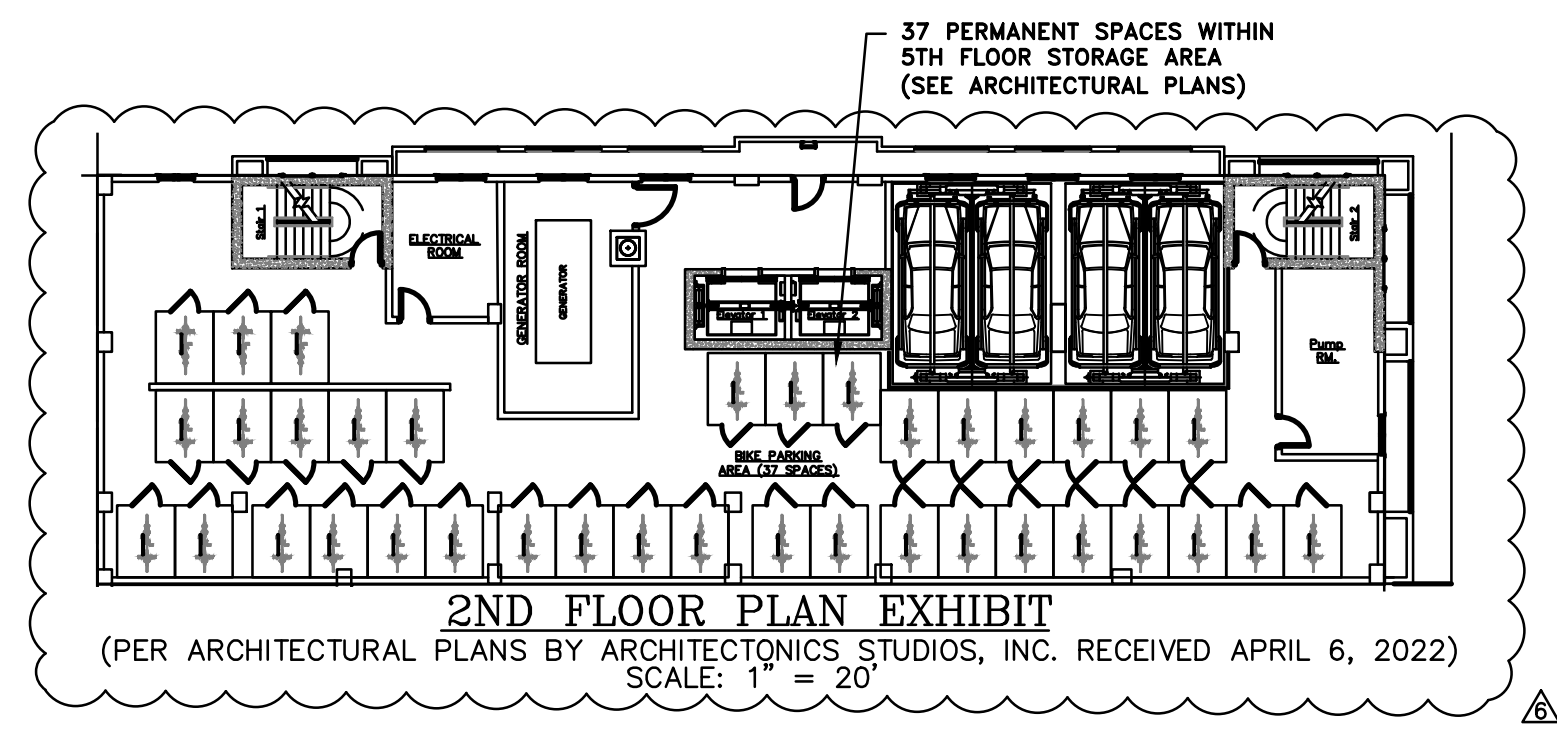
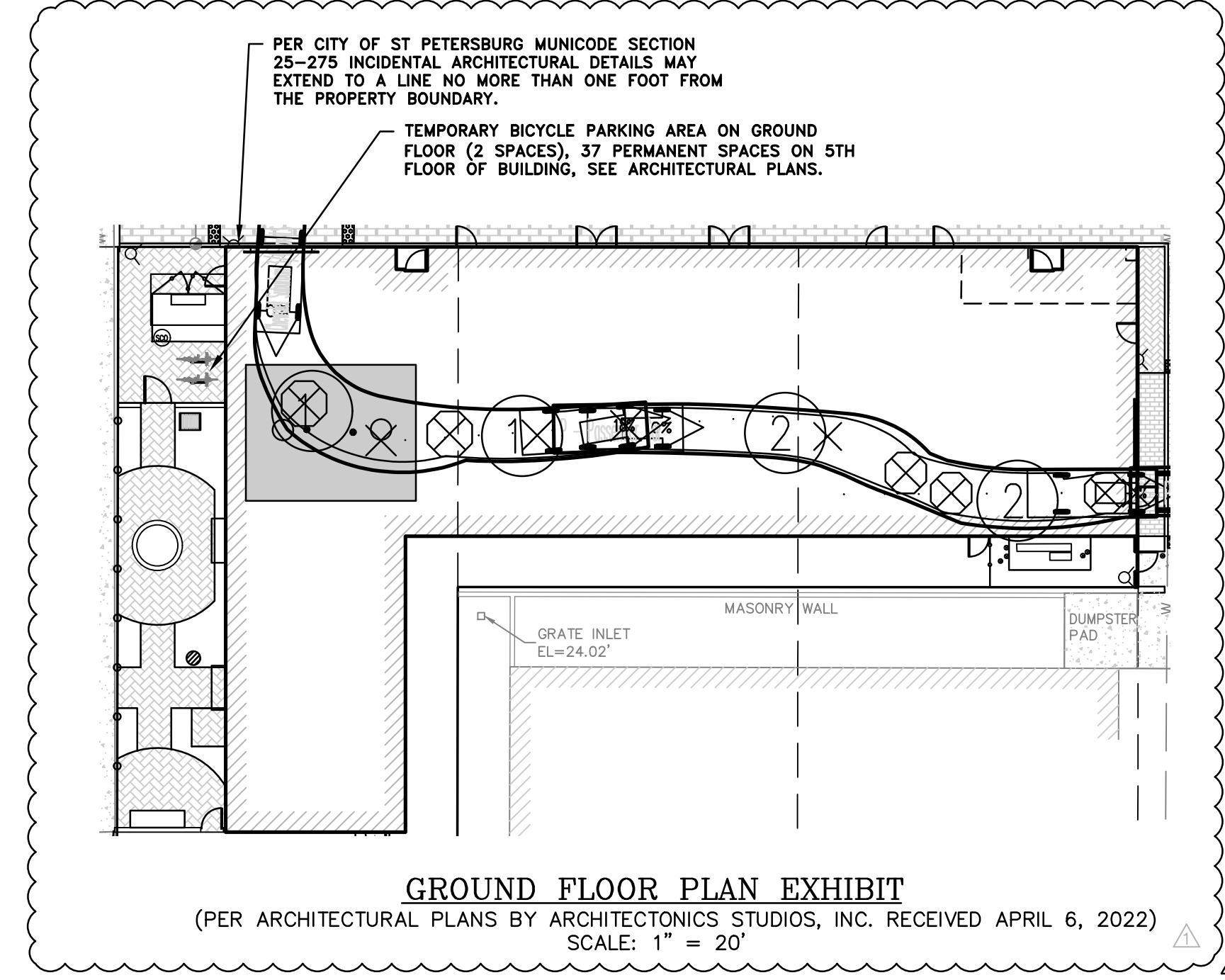
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Basis of Bearings:
 NORTH BOUNDARY
 BEING EAST (ASSUMED)
 Benchmark:
 ST PETE CITY #43
 EL. = 136.33' CITY DATUM, ADJUSTED TO
 EL. = 38.58' N.A.V.D. M.S.L. = 0.00'



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 SUNSHINE STATE
 ONE CALL
 OF FLORIDA
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 (800) 432-4770
 MIN. 2 FULL BUSINESS DAYS
 BEFORE YOU EXCAVATE



SITE DATA TABLE:
 SITE LOCATION: 4TH AVENUE NORTH
 ST. PETERSBURG, FL

PROPERTY OWNER:
 DRIVEN ZIGGY LLC
 4920 GULFPORT BLVD S
 GULFPORT FL 33707-4940

CIVIL ENGINEER & SURVEYOR:
 DEUEL & ASSOCIATES
 565 SOUTH HERCULES AVENUE
 CLEARWATER, FL 33764
 (727) 822-4151 - TEL
 (727) 821-7255 - FAX

LEGAL DESCRIPTION:

PARCEL 1:
 THE NORTH 50 FEET OF LOTS 1 AND 2, BLOCK 12, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

PARCEL 2:
 THE NORTH 100 FEET OF LOT 3, BLOCK 12, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

FLOOD ZONE: X
MAP PANEL ID: #125148 12103C0219H
REVISED MAP: 8-24-2021

PROJECT SUMMARY & SITE DATA:

	EXISTING	PROPOSED
TOTAL BUILDING AREA	0 SF (0%)	6,840 SF (68%)
TOTAL BUILDING (GFA)	0 SF	50,000 SF
TOTAL ASPHALT/CONC.	0 SF (0%)	1,209 SF (12%)
TOTAL IMPERVIOUS AREA	0 SF (0%)	8,049 SF (80%)
TOTAL GREEN AREA	10,000 SF (100%)	1,951 SF (20%)
TOTAL PROJECT AREA		10,000 SF (0.230 AC)

ZONING: DC-2 **PROPOSED USE:** MULTI-FAMILY RESIDENTIAL
LAND USE: CENTRAL BUSINESS DISTRICT
PIN: 19/31/17/74466/012/0013, 19/31/17/74466/012/0031

SETBACK REQUIREMENTS:

	REQUIRED	PROPOSED
FRONT(NORTH)(4TH AVE. N)	*10 FT	0 FT
SIDE(EAST 1)(1ST ST NE)	*10 FT	0 FT
SIDE(EAST 2)	*10 FT	7.5 FT
SIDE(WEST)	0 FT	15.8 FT
REAR(SOUTH)	*10 FT	7.5 FT

MAXIMUM FLOOR/AREA RATIO: 3.0 5.0
MAXIMUM BUILDING HEIGHT: 300 FT 180 FT
NUMBER OF PARKING SPACES:** 36 RESIDENTIAL UNITS
 1 SPACE PER UNIT REQUIRED
NUMBER OF BICYCLE PARKING SPACES:
 1 PER UNIT (36) 38
 2 SHORT TERM SPACES 39

SOLID WASTE: CONTAINER(S) INSIDE BUILDING TO BE ROLLED OUT TO ROW ON COLLECTION DAY(S).

* 0 FT IF BUILDING HEIGHT 50 FT OR LESS OR IF BUILDING HAS APPROPRIATE SETBACKS AT UPPER LEVELS (SEE ARCHITECT PLANS)
 ** SEE ARCHITECTURAL PLANS FOR PARKING GARAGE LAYOUT

NOTE:
 THIS PROJECT IS WITHIN THE DOWNTOWN NATIONAL HISTORIC DISTRICT. ALL EXISTING GRANITE ROADWAY CURBING MUST BE PRESERVED. ANY GRANITE CURBING SHALL REMAIN THE PROPERTY OF THE CITY AND SHALL BE NEATLY STACKED, PALLETIZED AND RETURNED TO THE CITY'S MAINTENANCE YARD BY AND AT THE EXPENSE OF THE DEVELOPER. IF ADDITIONAL GRANITE CURB IS REQUIRED CONTACT THE CITY'S STORMWATER, PAVEMENT & TRAFFIC OPERATIONS DEPARTMENT AT 727-893-4158 OR 727-892-5546

NOTES:
 1. ALL EXISTING ROADWAY CURB WITH LESS THAN A 4" REVEAL ON GRANITE CURB TO BE RAISED TO A STANDARD 6" REVEAL PRIOR TO SIDEWALK CONSTRUCTION.
 2. GRANITE CURB AT DRIVEWAYS SHALL BE DROPPED TO BE FLUSH WITH DRIVEWAYS.

EXISTING CONDITIONS, AS DEPICTED, WERE TAKEN FROM A BOUNDARY SURVEY WITH TOPOGRAPHY AND TREES PREPARED BY JOHN C. BRENOLA AND ASSOCIATES, INC., LB NO. 760, DATED: 8/25/15 (LATEST REVISION: 6/21/17).

Apr 06, 2022 - 11:45am \\C:\Users\jchinn\OneDrive\Documents\Projects\2017\2017-115 - Blue2_Consulting\Engineering\Notes\2017-115-SP.dwg

REV.#	DATE	REVISION	BY	CHECKED
6	4/6/2022	REVISIONS FOR NEW SPECIAL EXCEPTION	DES	
5	9/6/2019	PER CITY OF ST PETERSBURG COMMENTS	MJB	
4	8/6/19	PER CITY OF ST PETERSBURG COMMENTS	CMM	
3	7/12/19	PER CITY OF ST PETERSBURG COMMENTS	CMM	DESIGN: CAC
2	6/18/19	PER CITY OF ST PETERSBURG COMMENTS	CMM	DRAWN: CMM
1	4/15/19	PER CITY OF ST PETERSBURG COMMENTS	CMM	CHECKED: BAB

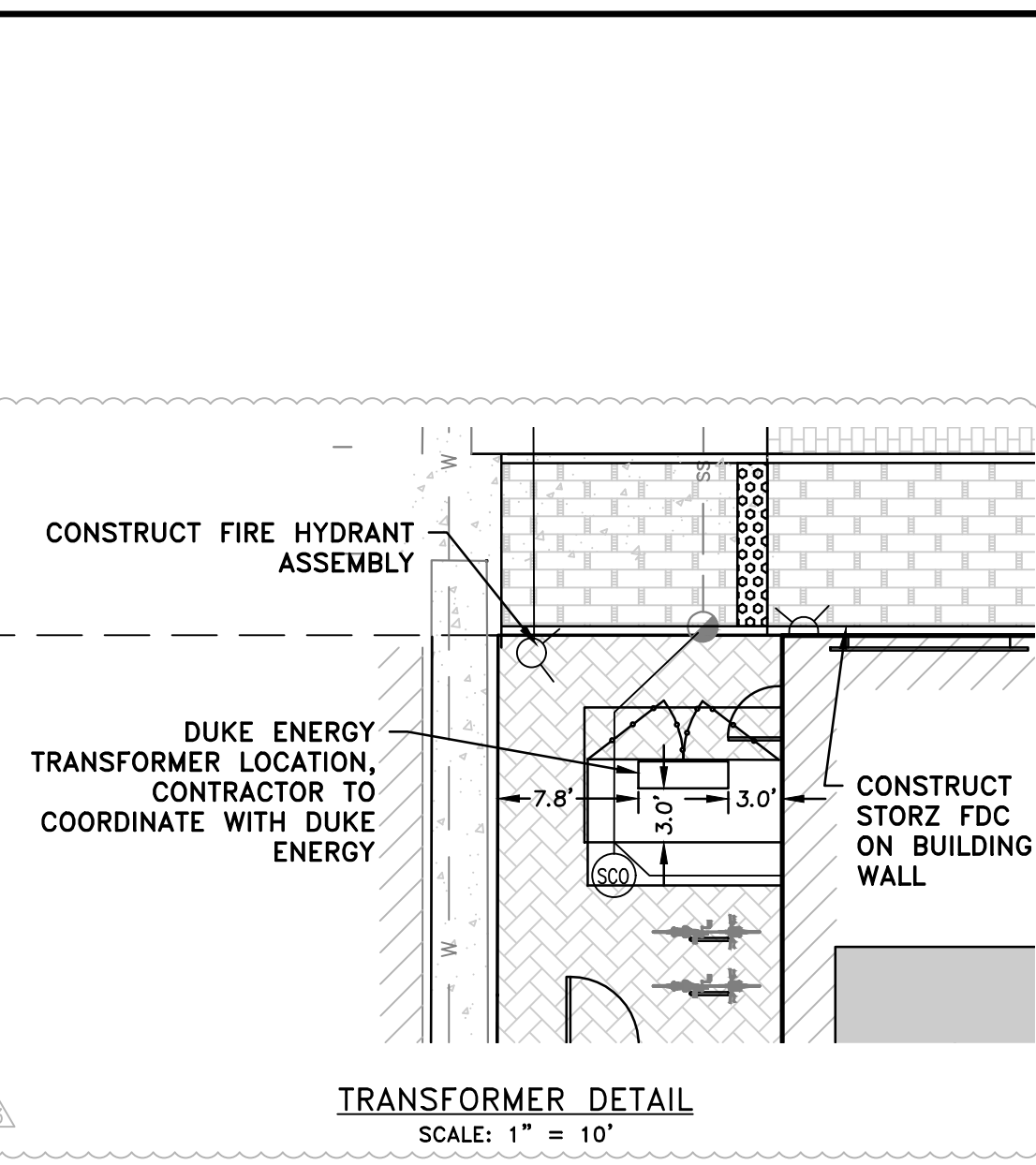
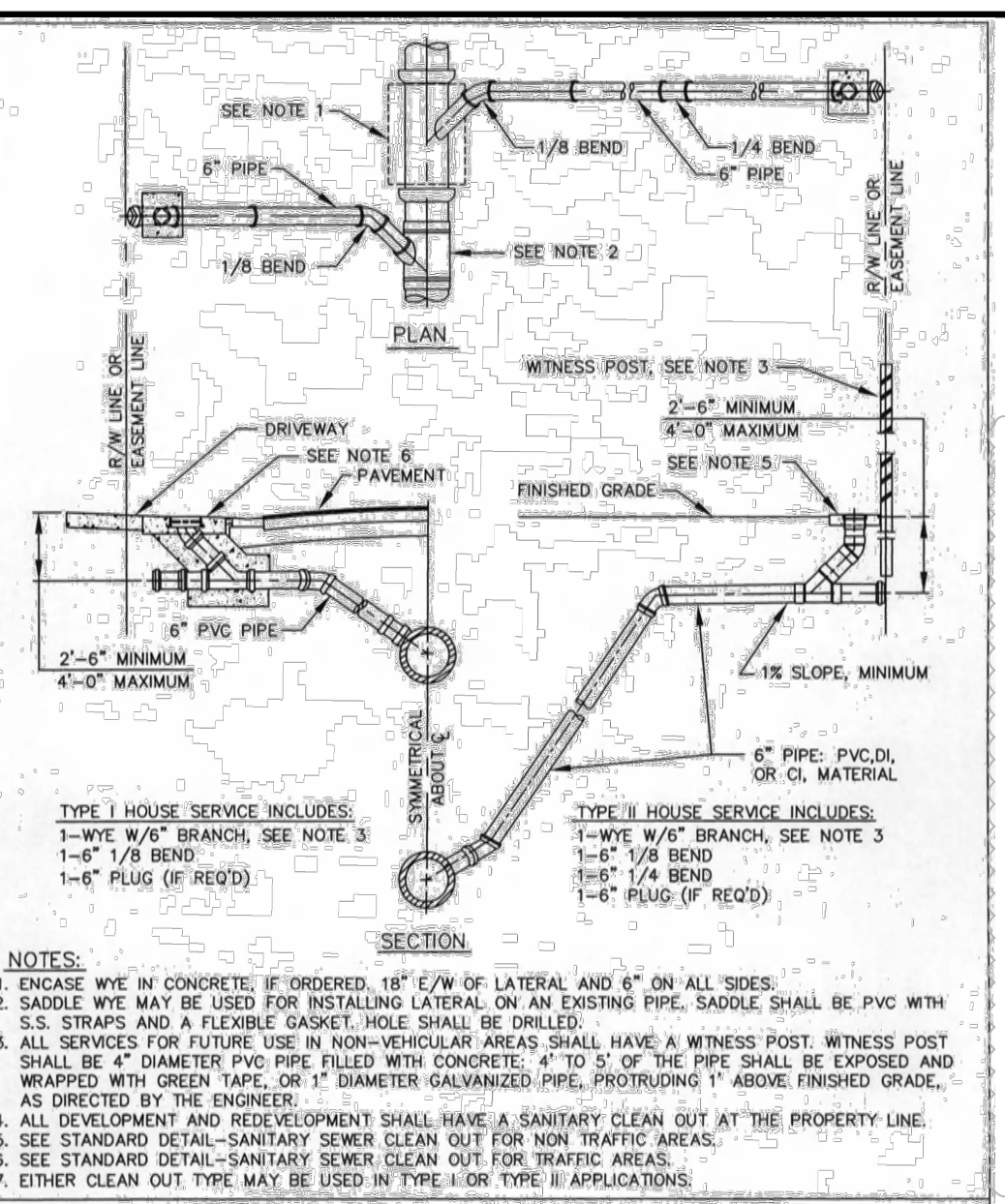
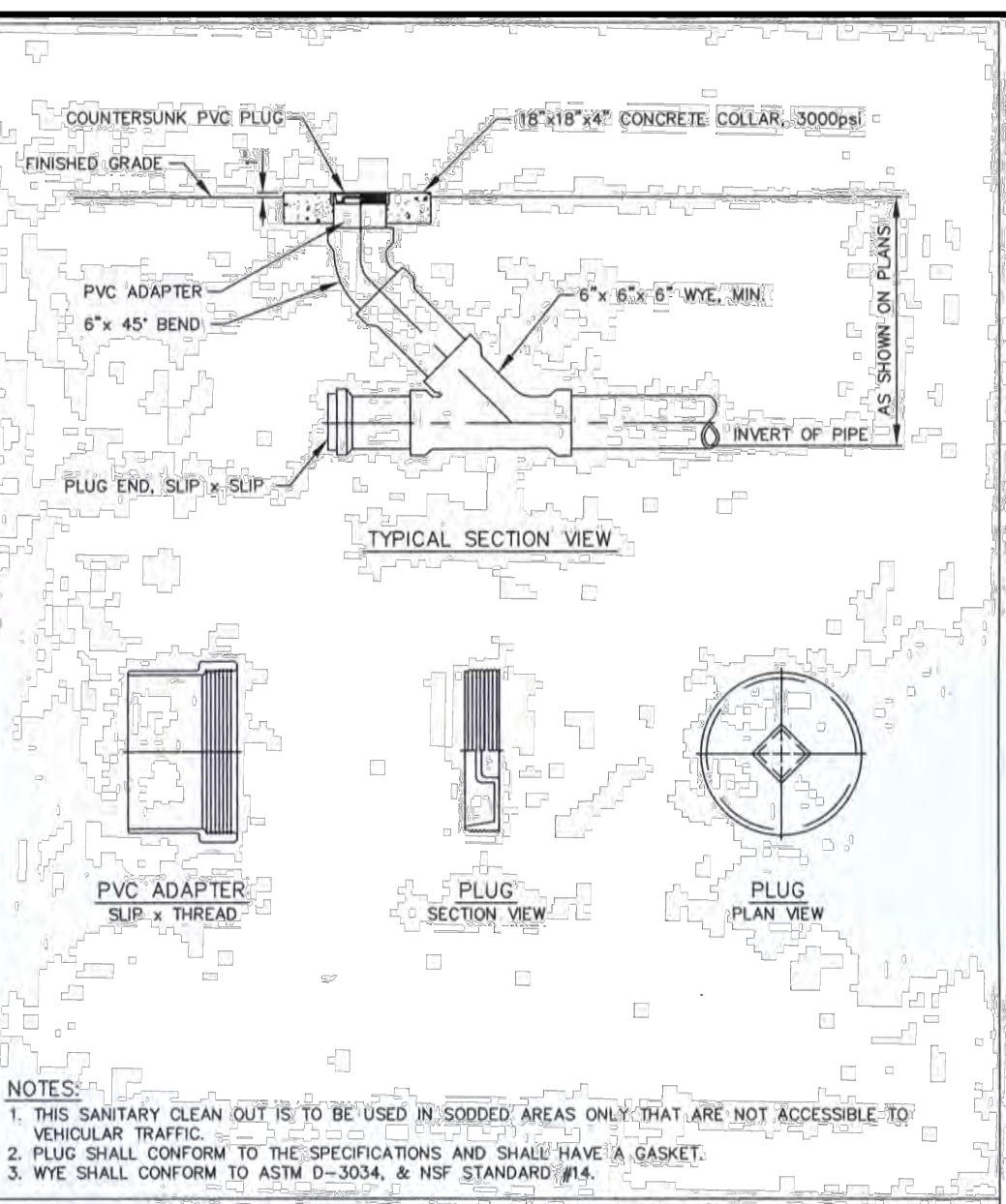
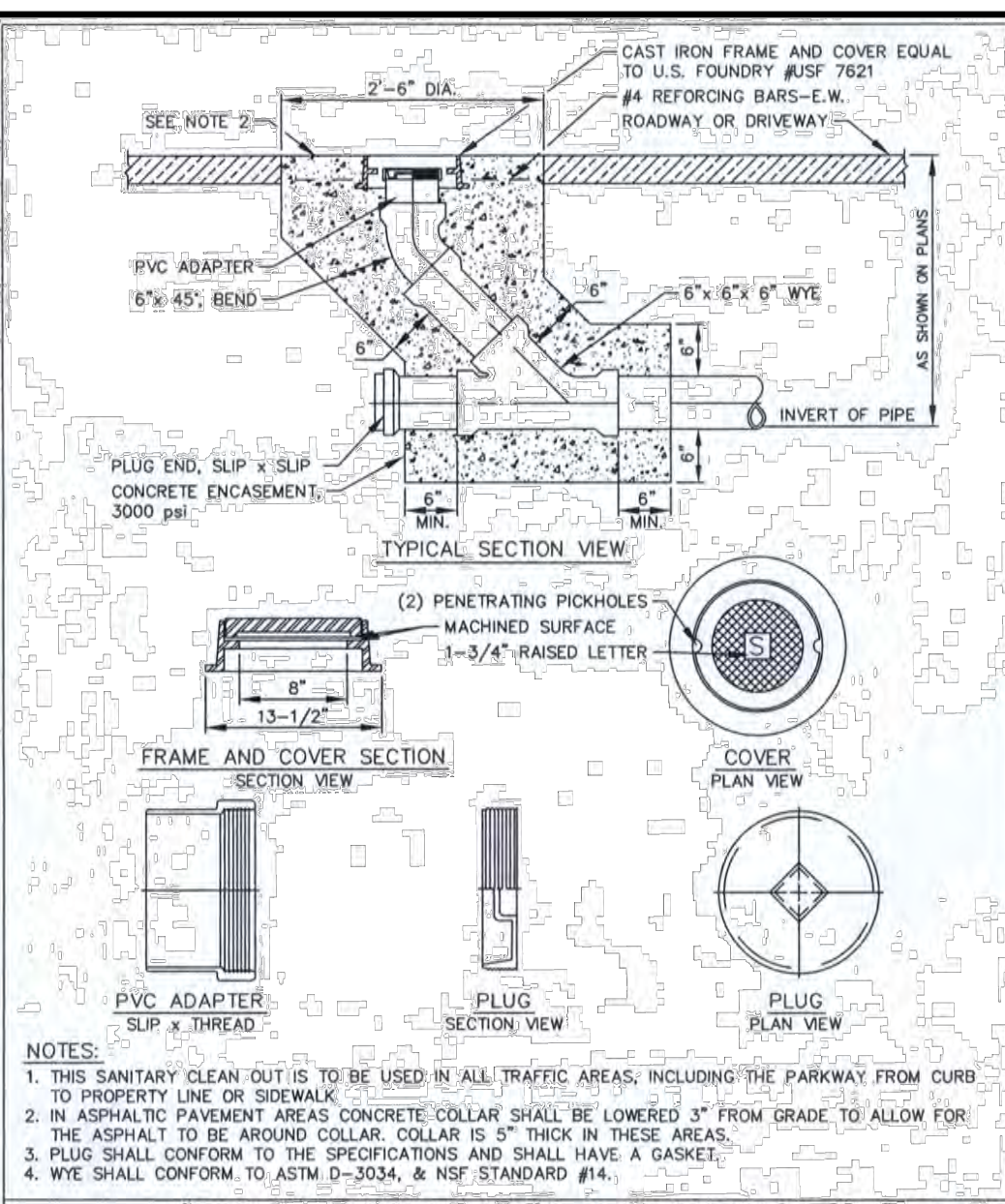
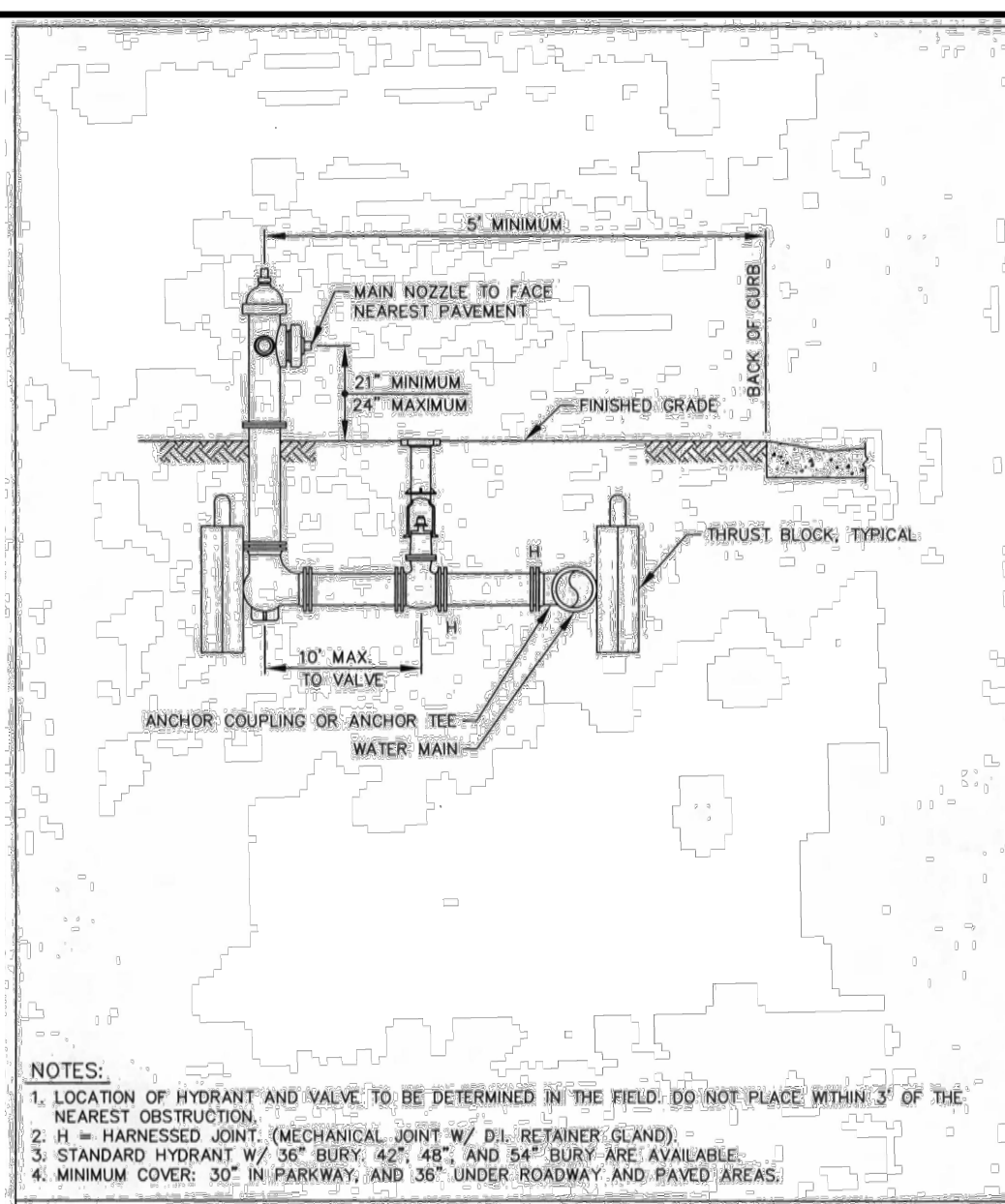
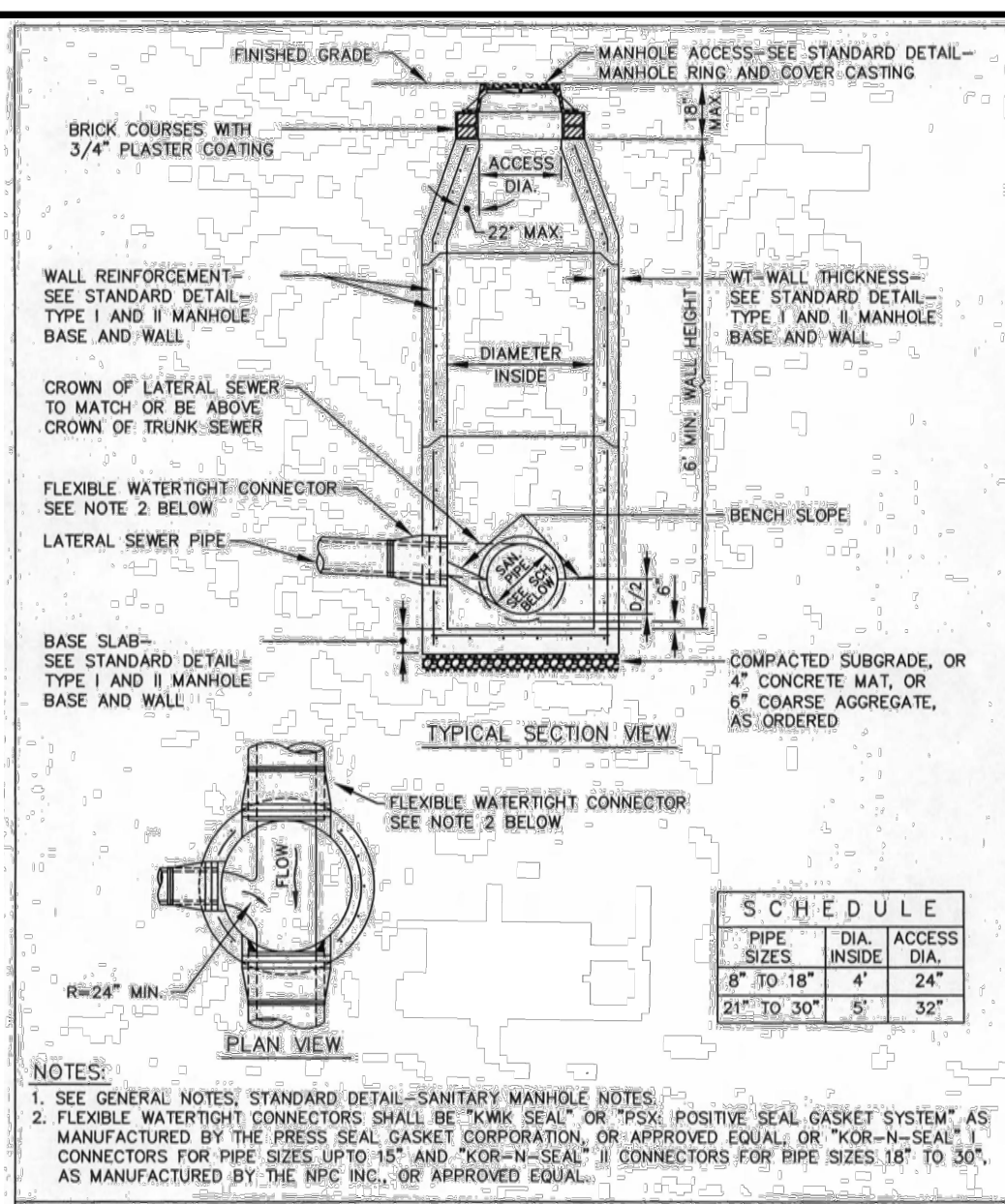
DEUEL & ASSOCIATES
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
 CLEARWATER, FL 33764
 PHONE: 727.822.4151
 WWW.DEUELENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NUMBER 26320
 LICENSED BUSINESS NUMBER 107

100 4TH AVENUE NORTH
SITE PLAN
 ST. PETERSBURG FLORIDA

I, CHRISTOPHER A. CHIN, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

WORK ORDER NO.	2017-115E
DATE:	FEBRUARY 9, 2018
SCALE:	1" = 20'
SHEET NO.	C2 OF 7



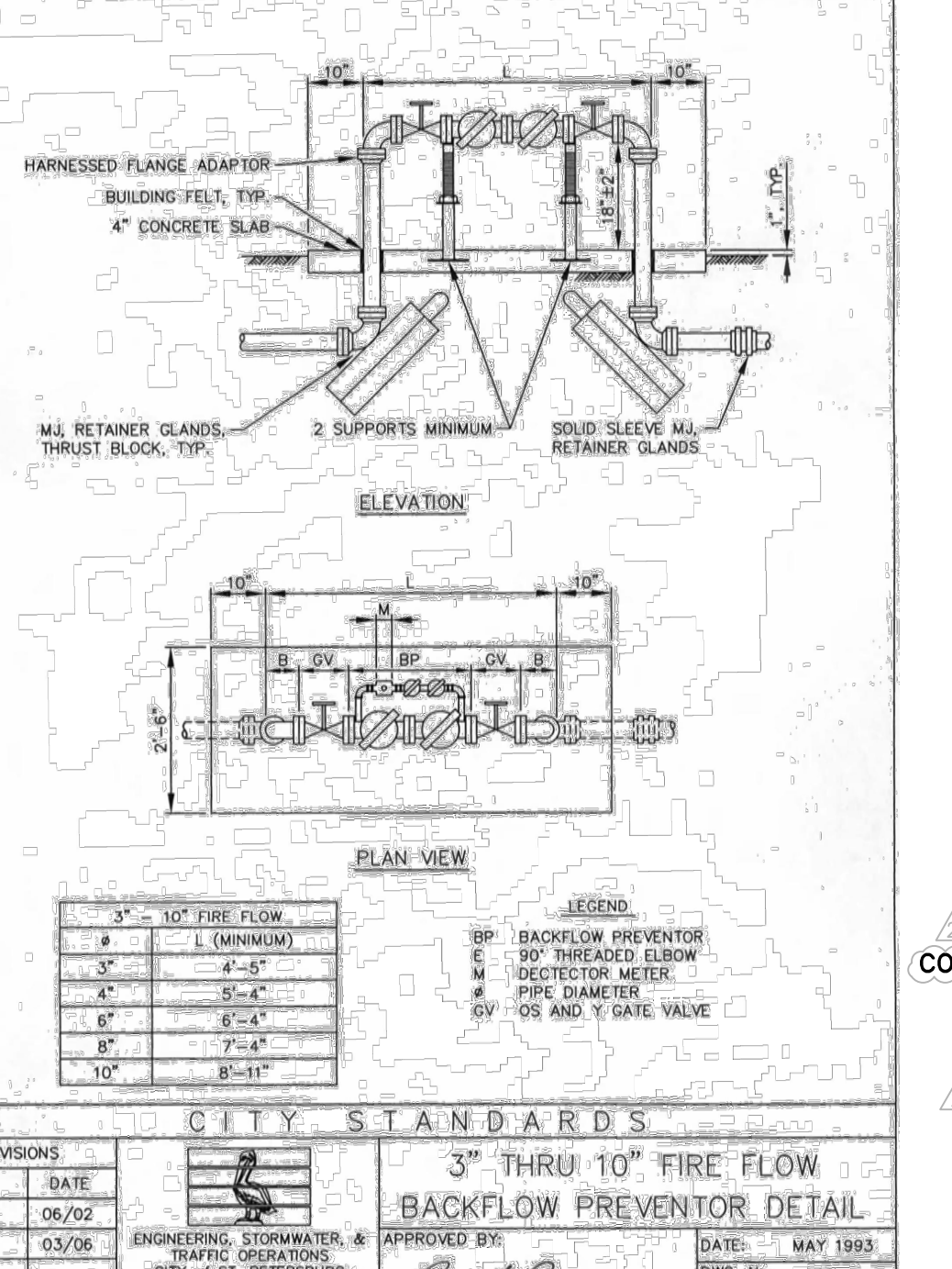
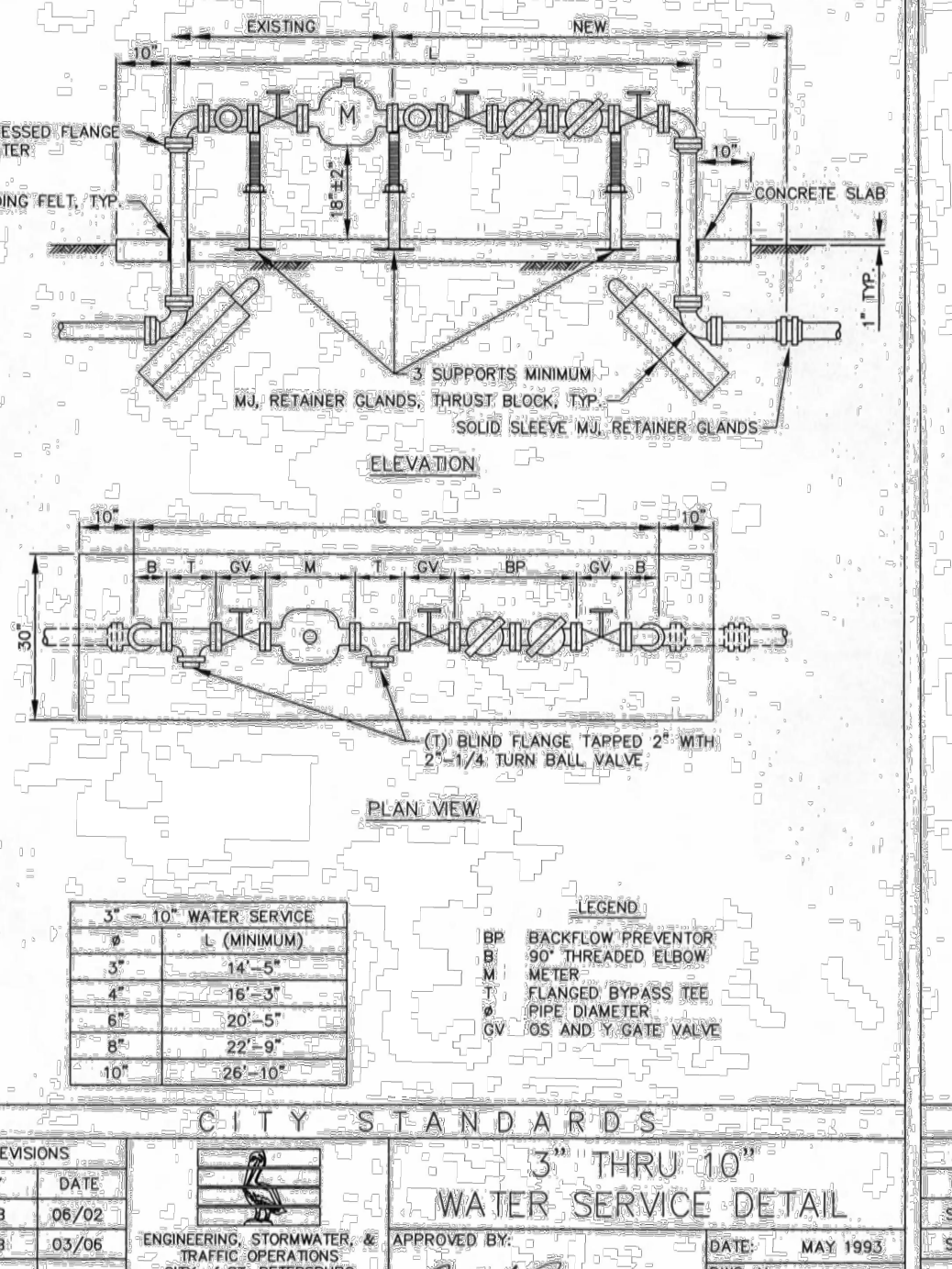
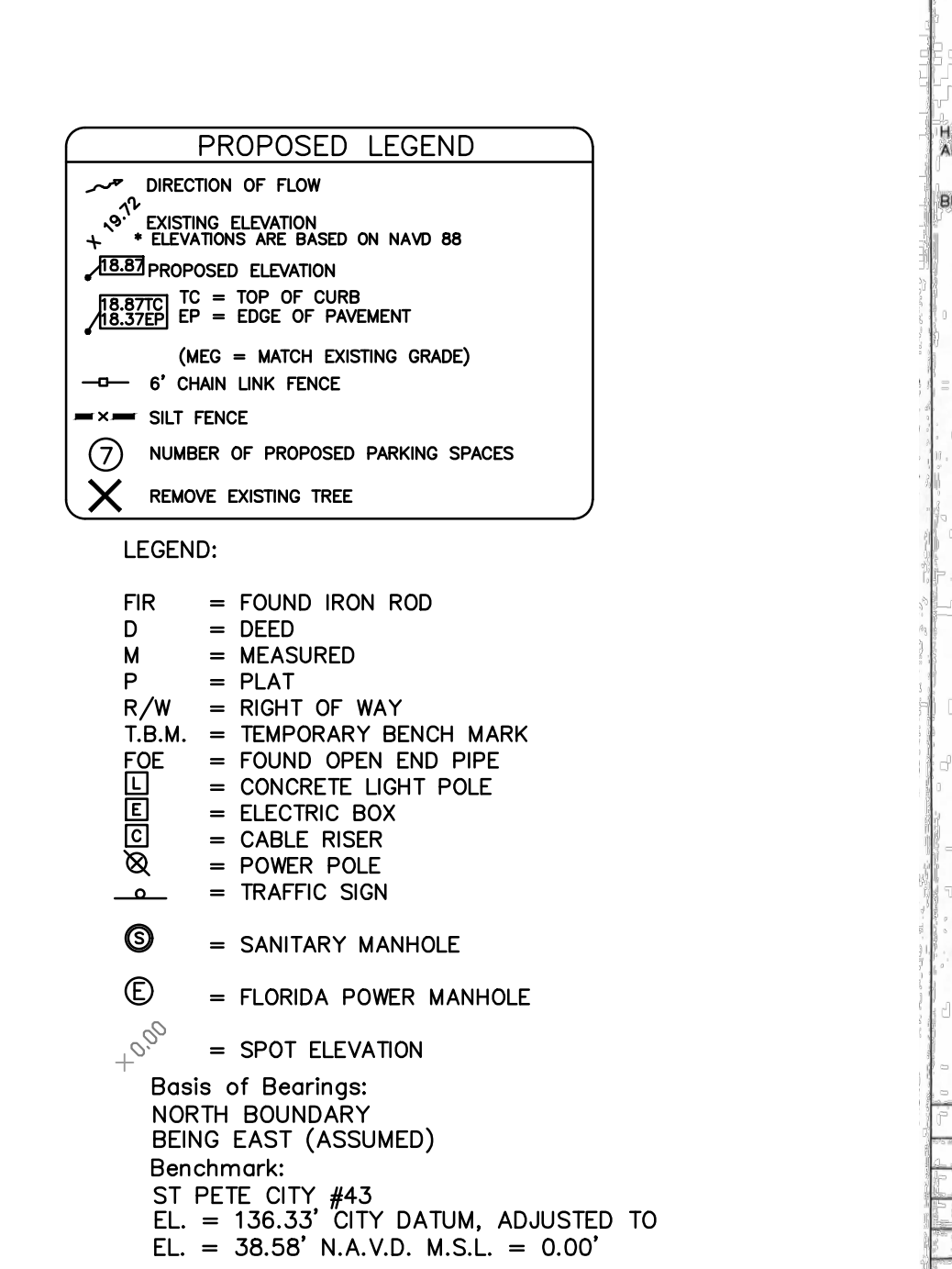
CITY STANDARDS			
SANITARY PRECAST MANHOLE TYPE I DETAIL			
BY DATE	APPROVED BY	DATE	DWG. NO.
SWB 06/01	APPROVED BY: [Signature]	MARCH 1993	S30-10
SWB 06/02	ENGINEERING, STORMWATER, & TRAFFIC OPERATIONS		
SWB 06/04	CITY OF ST. PETERSBURG		
SWB 03/06	SCALE: N.T.S.		

CITY STANDARDS			
HYDRANT INSTALLATION DETAIL			
BY DATE	APPROVED BY	DATE	DWG. NO.
SWB 06/01	APPROVED BY: [Signature]	MARCH 1993	S50-32
SWB 06/02	ENGINEERING, STORMWATER, & TRAFFIC OPERATIONS		
SWB 06/04	CITY OF ST. PETERSBURG		
SWB 03/06	SCALE: N.T.S.		

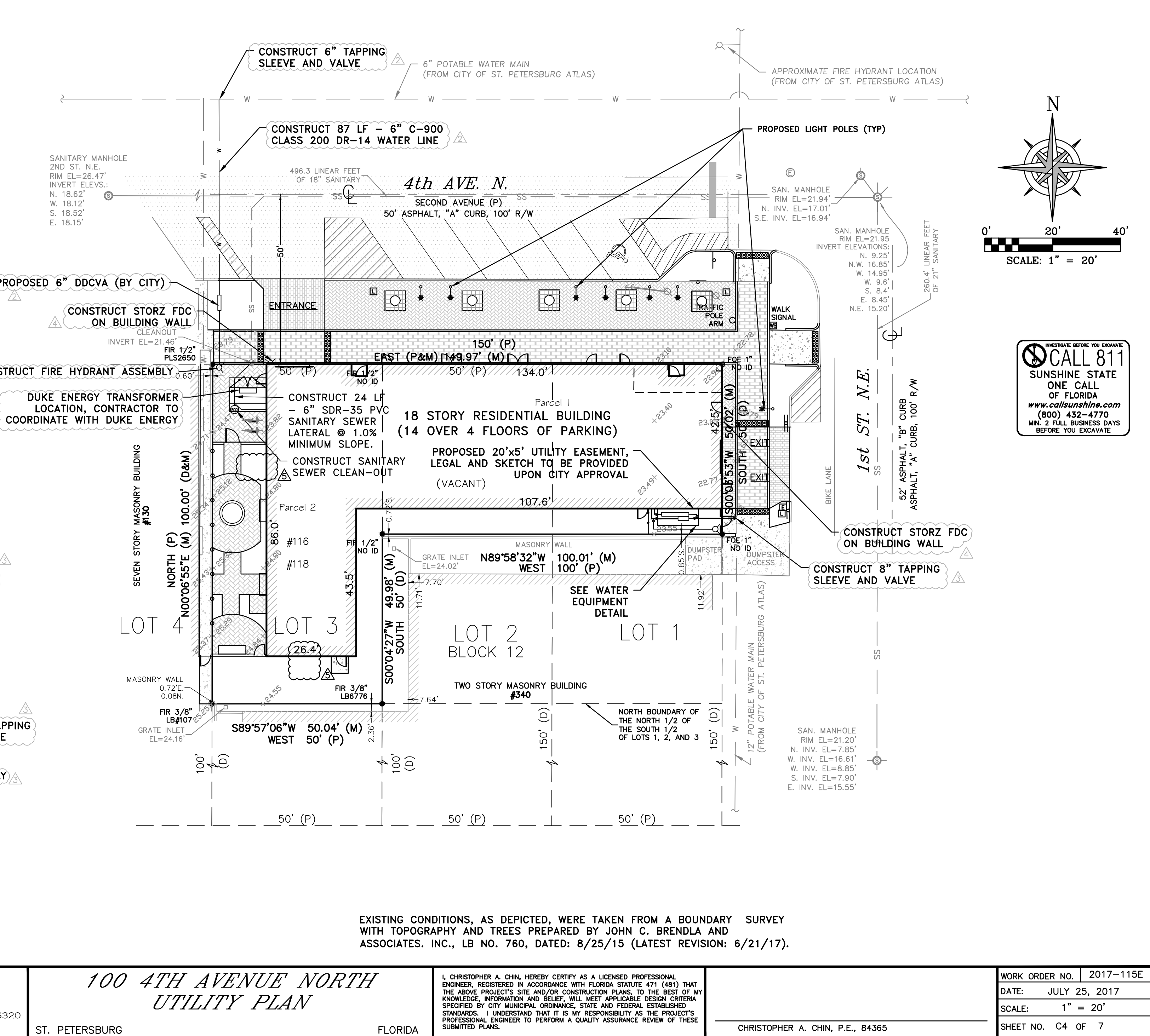
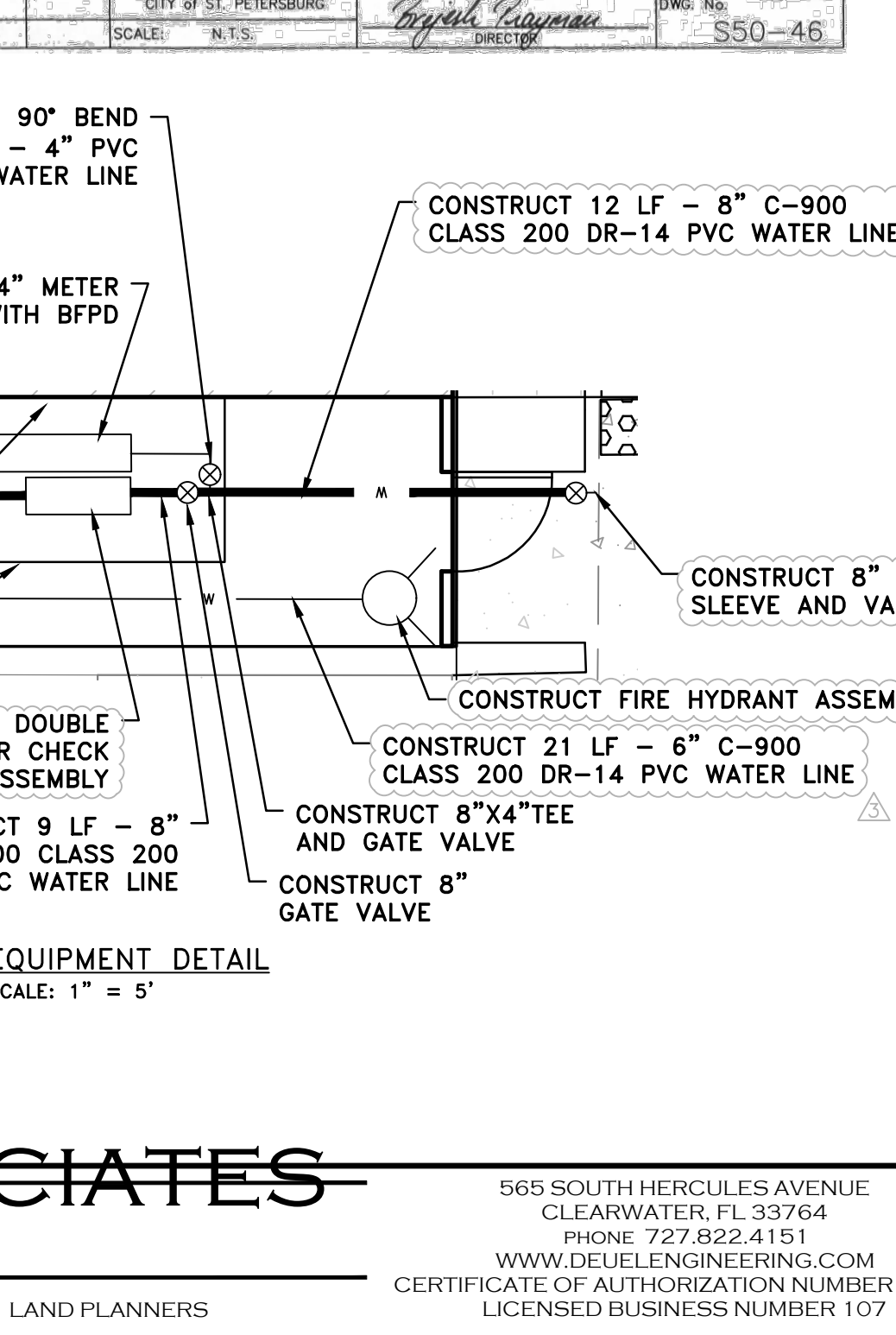
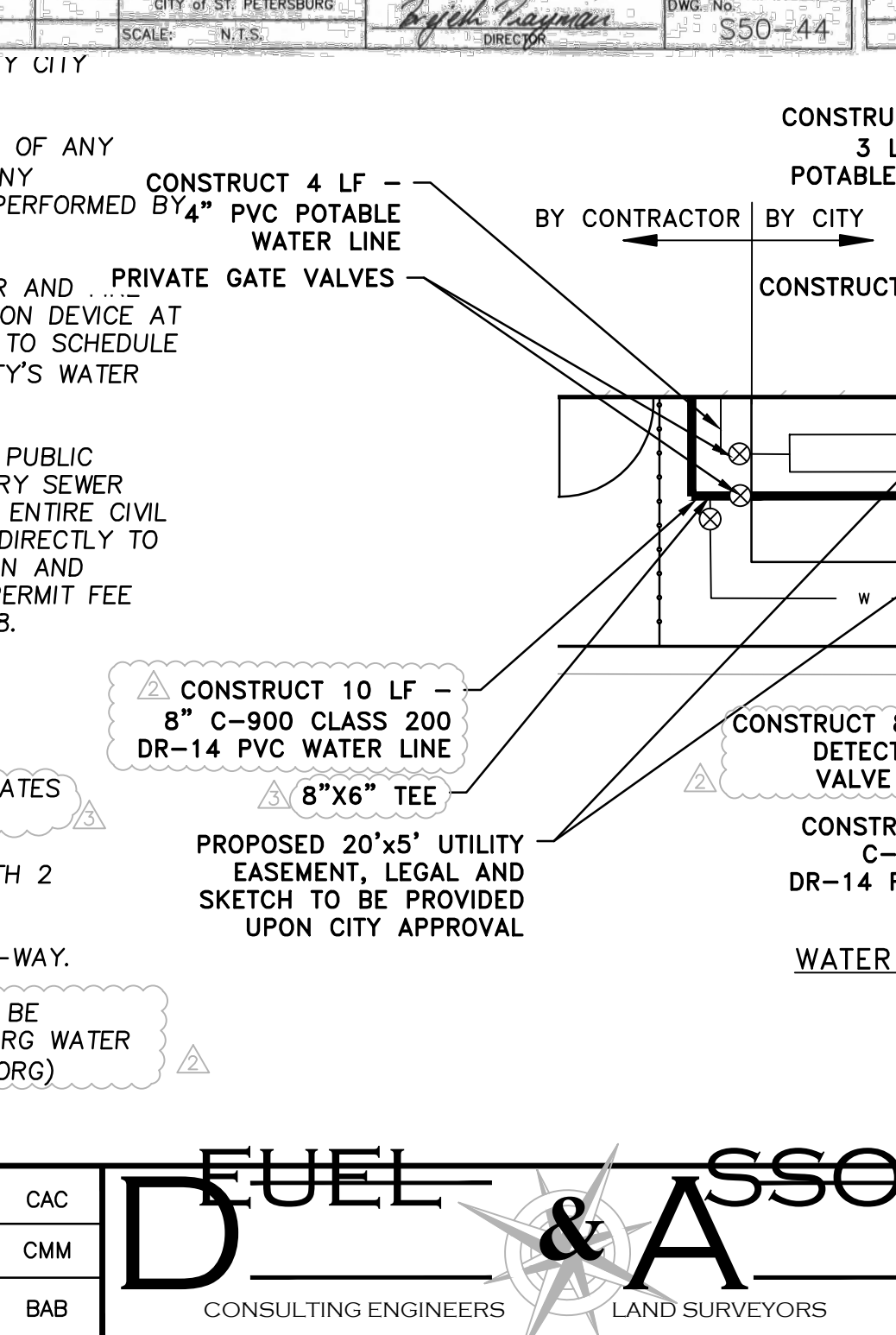
CITY STANDARDS			
SANITARY SEWER CLEAN OUT FOR TRAFFIC AREAS DETAIL			
BY DATE	APPROVED BY	DATE	DWG. NO.
SWB 06/01	APPROVED BY: [Signature]	MARCH 1993	S30-30
SWB 06/02	ENGINEERING, STORMWATER, & TRAFFIC OPERATIONS		
SWB 06/04	CITY OF ST. PETERSBURG		
SWB 03/06	SCALE: N.T.S.		

CITY STANDARDS			
SANITARY SEWER CLEAN OUT FOR NON-TRAFFIC AREAS DETAIL			
BY DATE	APPROVED BY	DATE	DWG. NO.
SWB 06/01	APPROVED BY: [Signature]	DEC 1999	S30-31
SWB 06/02	ENGINEERING, STORMWATER, & TRAFFIC OPERATIONS		
SWB 06/04	CITY OF ST. PETERSBURG		
SWB 03/06	SCALE: N.T.S.		

CITY STANDARDS			
HOUSE SERVICE CONNECTIONS DETAIL			
BY DATE	APPROVED BY	DATE	DWG. NO.
SWB 06/98	APPROVED BY: [Signature]	MARCH 1993	S30-34
SWB 06/02	ENGINEERING, STORMWATER, & TRAFFIC OPERATIONS		
SWB 03/06	SCALE: N.T.S.		



REV.#	DATE	REVISION
3	7/12/19	PER CITY OF ST. PETERSBURG COMMENTS
2	6/18/19	PER CITY OF ST. PETERSBURG COMMENTS
1	4/15/19	PER CITY OF ST. PETERSBURG COMMENTS
		REVISION



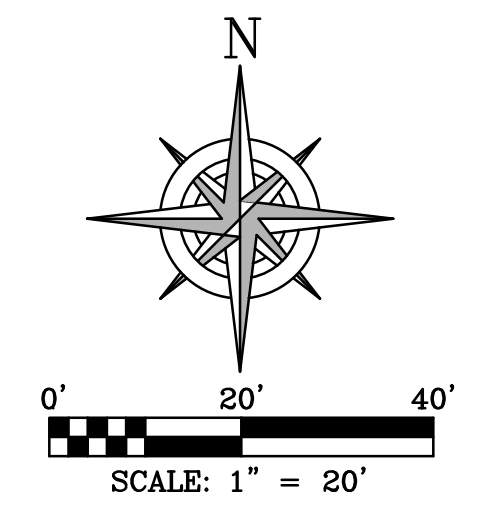
LANDSCAPE CALCULATIONS			
GREEN YARDS:	WIDTH	REQUIRED	PROPOSED
NORTH	0 FEET	0 FEET	0 FEET
WEST	5 FEET	15.8 FEET	15.8 FEET
SOUTH	5 FEET	7.5 FEET	7.5 FEET
EAST	5 FEET	7.5 FEET	7.5 FEET
EAST (1ST ST. N)	0 FEET	0 FEET	0 FEET

FOUNDATION LANDSCAPING:
NOT REQUIRED DUE TO 0 FOOT SETBACK FACING STREETS.
PLANTINGS WITHIN THE RIGHTS-OF-WAY ARE PROPOSED AS SHOWN.

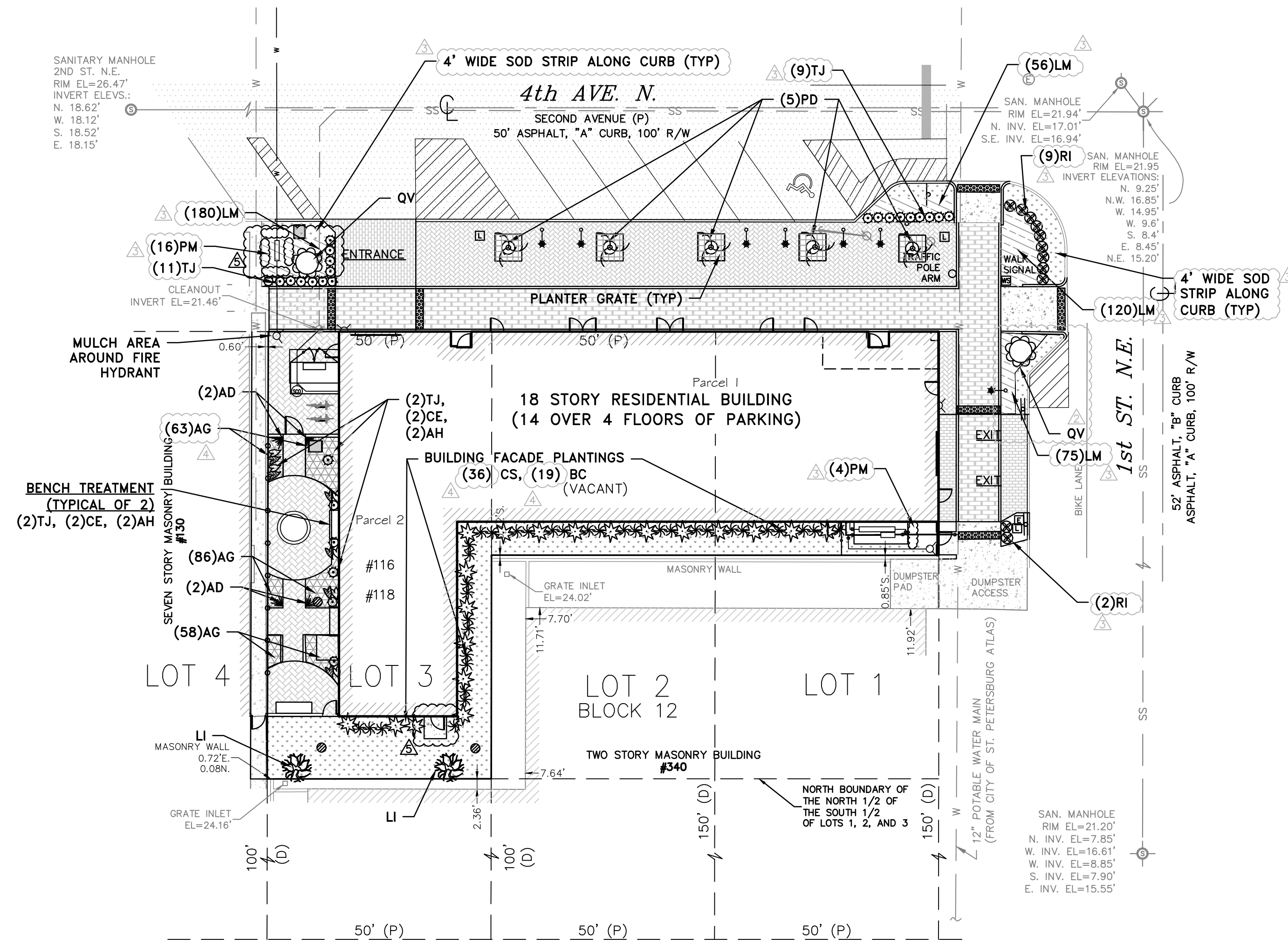
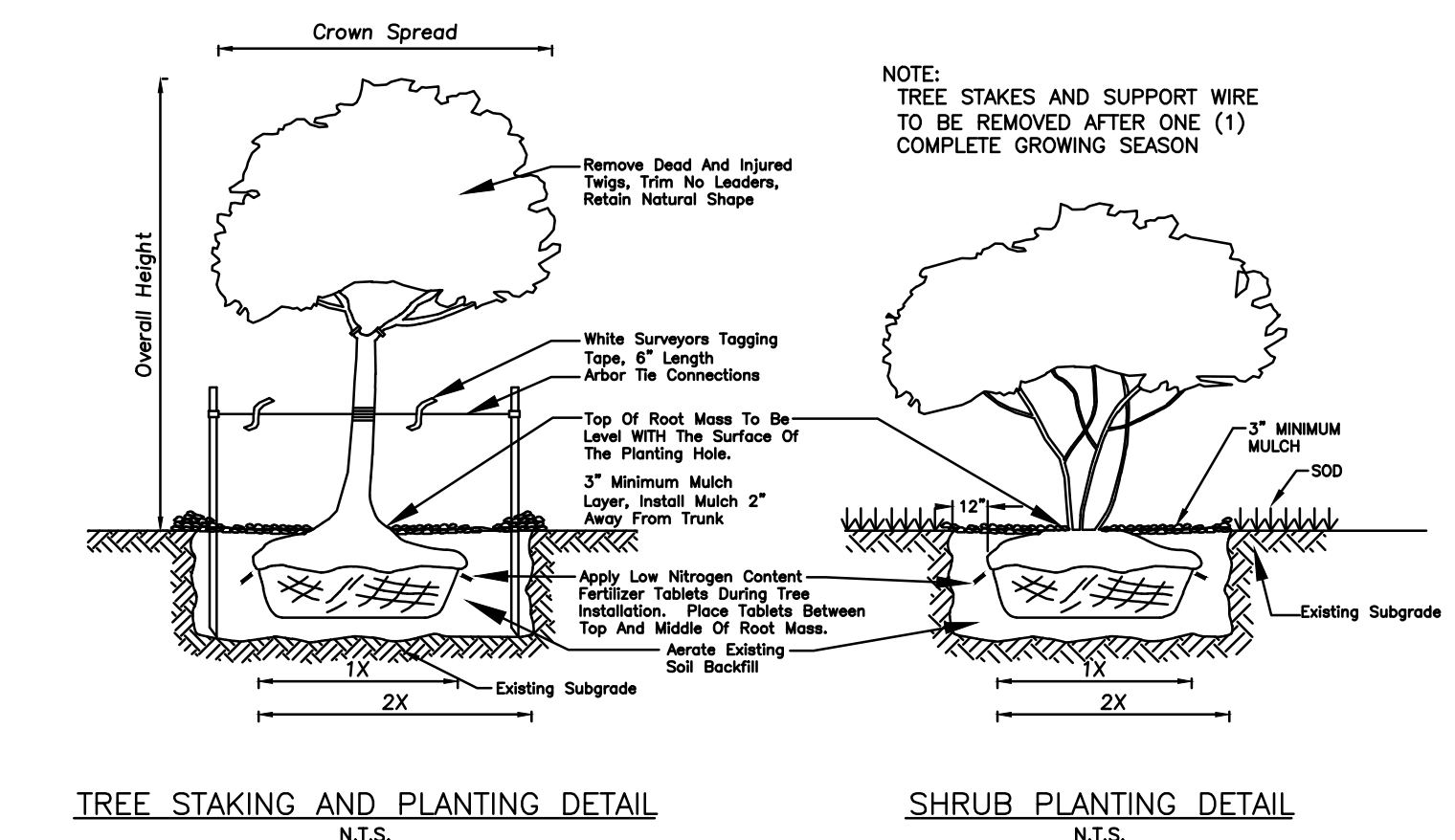
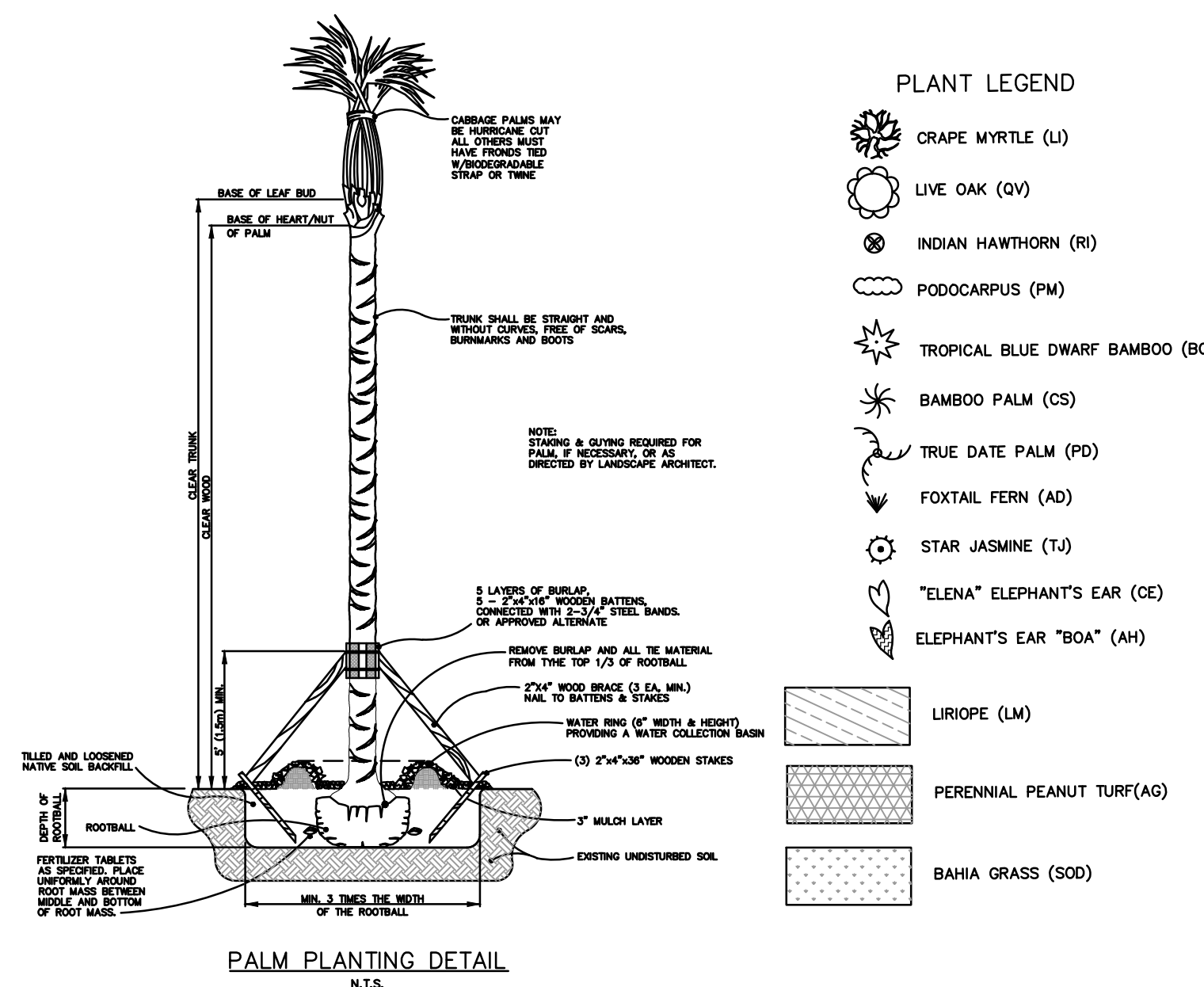
PLANT SPECIES						
MAP SYMBOL	COMMON NAME	BIOLOGICAL NAME	CLASSIFICATION	QUANTITY PROPOSED	HEIGHT	MINIMUM REQUIREMENT AT TIME OF PLANTING
						DBH OR CONTAINER SIZE
LI	CRAPE MYRTLE 'NATCHEZ'	LAGERSTROEMIA INDICA 'NATCHEZ'	UNDERSTORY TREE	2	8 FEET	1.5"
QV	LIVE OAK	QUERCUS VIRGINIANA	SHADE TREE	2	10 FEET	2"
PD	TRUE DATE PALM	PHOENIX DACTYLIFERA	PALM	5	10 FEET (CLEAR TRUNK)	
CS	BAMBOO PALM	CHAMAEDOREA SEIFRIZII	SMALL PALM	36	4 FEET	
BC	TROPICAL BLUE DWARF BAMBOO	BAMBUSA CHUNGII	ACCENT PLANT	19		3 GAL.
AD	FOXTAIL FERN	ASPARAGUS DENSIFLORUS "Myers"	ACCENT PLANT	4	3 FEET	1 GAL.
TJ	STAR JASMINE	TRACHELOSPERMUM JASMINOIDES	GROUND COVER	26		1 GAL.
CE	"ELENA" ELEPHANT'S EAR	COLOCASIA ESCULENTA 'ELENA'	ACCENT PLANT	6		4" POT
AH	ELEPHANT'S EAR "BOA"	ALOCASIA HYBRID	ACCENT PLANT	6		4" POT
PM	PODOCARPUS	PODOCARPUS MACROPHYLLUS	HEDGE SHRUB	20	30 INCHES	
RI	INDIAN HAWTHORN	RAPHIOLEPSIS INDICA	ACCENT PLANT	11	12 INCHES	
LM	LILY TURF	LIRIOPE MUSCARI	GROUND COVER	431	12 INCHES	4" POT
AG	PERENNIAL PEANUT	ARACHIS GLABRATA	GROUND COVER/TURF	207 SF		SOD

SEE PLAN FOR PLANT LOCATIONS

ALL PLANTS SHALL BE FLORIDA GRADE NO. ONE AND INSTALLED IN A SOUND, WORKMANLIKE MANNER AND IN ACCORDANCE WITH RECOGNIZED AND ACCEPTED PLANTING PROCEDURES AS DETERMINED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR THE PINELLAS COUNTY COOPERATIVE EXTENSION



- LANDSCAPE NOTES:**
- WARNING: ABOVE-GROUND AND/OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT. PROCEED WITH CAUTION: CALL 1-800-432-4770 48 HOURS PRIOR TO CONSTRUCTION.
 - ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
 - A ONE HUNDRED PERCENT (100%) COVERAGE IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL LANDSCAPED AREAS. RECLAIMED WATER MUST BE USED AS A SOURCE OF IRRIGATION WATER. THE IRRIGATION SYSTEM SHALL NOT BE CONNECTED TO CITY, COUNTY, OR MUNICIPAL WATER SOURCES.
 - THE IRRIGATION SYSTEM MUST UTILIZE LOW VOLUME DESIGN SUCH AS LOW TRAJECTORY HEADS OR SOAKER HOSES TO PROVIDE DIRECT APPLICATION AND LOW EVAPORATION. SYSTEMS THAT OVER SPRAY AREAS THAT DO NOT REQUIRE IRRIGATION, SUCH AS PAVED AREAS WILL NOT BE ACCEPTABLE. HIGH IRRIGATION NEED AREAS MUST NOT OVER SPRAY LOW NEED AREAS.
 - HIGH WATER DEMAND LANDSCAPE AREAS SUCH AS TURF MUST BE SERVED BY A SEPARATE IRRIGATION ZONE THAN LOW WATER NEED AREAS, SUCH AS PLANTER BEDS OR MULCHED AREAS WITH TREES. IN NO CASE SHALL ANY PLANTED VEGETATION AREA BE MORE THAN 50' FROM A WATER SUPPLY HOSE BIBB.
 - THE IRRIGATION SYSTEM MUST BE OPERATED BY AN IRRIGATION CONTROLLER CAPABLE OF DIFFERENTIATING BETWEEN THE SCHEDULES OF HIGH AND LOW WATER DEMAND AREAS. CONTROLLERS MUST HAVE MULTIPLE CYCLE START CAPACITY AND A FLEXIBLE CALENDAR PROGRAM ABLE TO BE SET TO COMPLY WITH LOCAL OR WATER MANAGEMENT DISTRICT IMPOSED RESTRICTIONS.
 - THE SYSTEM MUST BE EQUIPPED WITH A RAIN SENSOR DEVICE OR SWITCH WHICH WILL OVERRIDE THE IRRIGATION CYCLE OF THE SPRINKLER SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. GROUND MOISTURE SENSING DEVICES ARE ENCOURAGED WHERE APPROPRIATE.
 - UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED.
 - SOILS WITHIN ALL PLANTING AREAS SHALL BE SUITABLE OR AMENDED FOR PROPOSED PLANTINGS WITH REGARDS TO PH, SOIL TEXTURE, SOIL STRUCTURE, AND SEASONAL HIGH WATER TABLE.
 - ALL AREAS DISTURBED DURING CONSTRUCTION OR NOT DESIGNATED FOR TREES AND SHRUBS, SHALL RECEIVE SOD IN ORDER TO STABILIZE SOIL AND CONTROL STORMWATER RUNOFF.
 - PER THE NEW FLORIDA BUILDING CODE, ALL IRRIGATION LINES AND HEADS MUST BE MAINTAINED A MINIMUM DISTANCE OF ONE FOOT FROM ALL STRUCTURES.
 - ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS GIVEN IN, "GRADES AND STANDARDS FOR NURSERY PLANTS", LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
 - LOCATION OF PLANTS ON THE PLAN ARE DIAGRAMMATIC. THE PLANT MATERIAL LIST IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLANT LIST AND THE PLAN, THE PLAN SHALL PREVAIL.
 - IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMUM GROWTH OF LANDSCAPE MATERIAL.
 - THE CONTRACTOR SHALL INSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS, OR OTHER WASTE MATERIALS TO A DEPTH OF 24" PRIOR TO LANDSCAPE INSTALLATION.
 - ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3" DEEP PINE BARK NUGGETS. TREE RINGS SHALL BE A MINIMUM 24" RADIUS. ALL TREES SHALL BE STAKED.
 - ANY NEW SOD SHALL BE ARGENTINE BAHIA. CONTRACTOR SHALL DETERMINE EXACT QUANTITIES IN THE FIELD. SOD AREAS SHALL BE MAINTAINED BY THE CONTRACTOR FROM THE TIME OF INSTALLATION TO THE TIME OF FINAL ACCEPTANCE.
 - TREES SHALL NOT BE TOPPED OR IMPROPERLY PRUNED. THE SHAPING OF TREES TO FORM CIRCLES, OVALS, SQUARES AND OTHER HARD EDGED GEOMETRIC PATTERNS IS PROHIBITED. NOT MORE THAN ONE-THIRD OF THE TREE CANOPY SHALL BE TRIMMED OR PRUNED IN ANY YEAR UNLESS IT IS DEAD.
 - TREES, SHRUBS AND GROUND COVER SHALL BE INSTALLED IN PLANT PITS THAT ARE TWICE THE DIAMETER OF THE PLANT ROOT BALL. SOIL BACK FILL SHALL BE AERATED. CONTRACTOR SHALL ADD AGRIFORM FERTILIZER TABLETS TO EACH PLANT PIT.
 - ALL REQUIRED HEDGE MATERIAL MUST BE MAINTAINED AT A MINIMUM HEIGHT OF 3 FEET.
 - ALL LANDSCAPE MATERIALS PLANTED WITHIN THE SITE VISIBILITY TRIANGLES MUST BE MAINTAINED AT 36" IN HEIGHT.
 - ALL EXOTIC SPECIES, I.E., BRAZILIAN PEPPER (SCHINUS MOLLE), PUNK TREE (MELALEUCA QUINQUEFLOLIA), AND CHINESE TALLOW (SAPIUM SEBIFERUM) MUST BE REMOVED AS A CONDITION OF SITE DEVELOPMENT. WHERE NECESSARY DUE TO THEIR PROXIMITY TO PROTECTED PLANT MATERIAL, HAND REMOVAL WILL BE REQUIRED. SHOULD THIS REMOVAL BE TO A DEGREE THAT A POTENTIAL FOR EROSION IS CREATED, THE AREA MUST BE RESTABILIZED WITH SUITABLE MATERIAL.



REV.#	DATE	REVISION	BY	CHECKED
5	4/6/2022	PER CITY OF ST PETERSBURG COMMENTS	DES	
4	9/6/2019	PER CITY OF ST PETERSBURG COMMENTS	MJB	
3	8/6/19	PER CITY OF ST. PETERSBURG COMMENTS	CAC	
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FUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE: 727.822.4151
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

**100 4TH AVENUE NORTH
LANDSCAPE PLAN**

ST. PETERSBURG FLORIDA

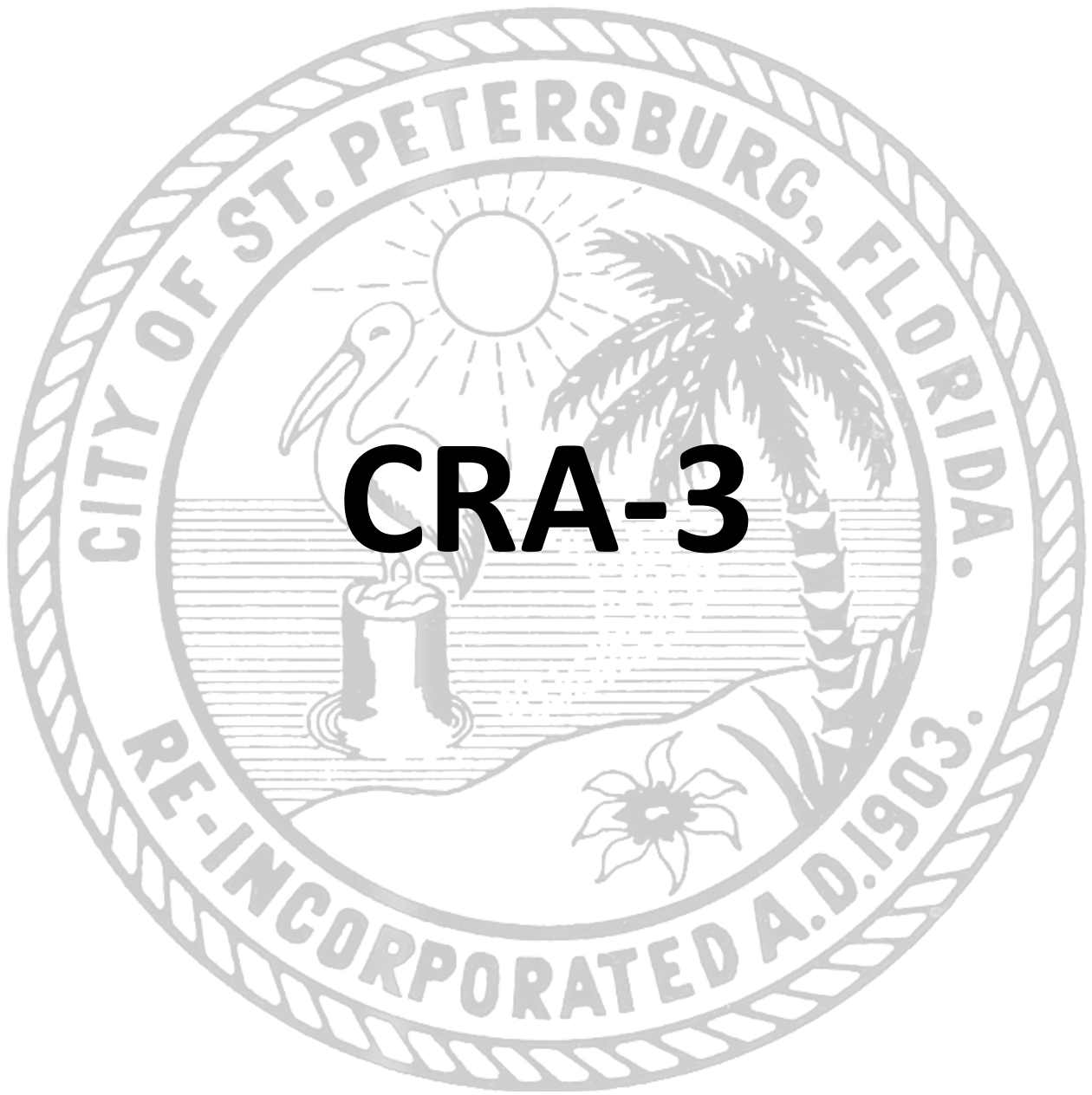
I, CHRISTOPHER A. CHIN, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (401) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

CHRISTOPHER A. CHIN, P.E., 84365

WORK ORDER NO.	2017-115E
DATE	JULY 25, 2017
SCALE	1" = 20'
SHEET NO.	C5 OF 7

EXISTING CONDITIONS, AS DEPICTED, WERE TAKEN FROM A BOUNDARY SURVEY WITH TOPOGRAPHY AND TREES PREPARED BY JOHN C. BRENDLA AND ASSOCIATES, INC., LB NO. 760, DATED: 8/25/15 (LATEST REVISION: 6/21/17).

The following page(s) contain the backup material for Agenda Item: Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the 5-story building with 40-dwelling units, located at 610 3rd Avenue South, and 317 and 325 6th Street South consistent with the Intown Redevelopment Plan; and providing an effective date. (City File IRP 22-1A)
Please scroll down to view the backup material.



CRA-3



st.petersburg
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**Community Redevelopment Agency
Meeting of June 16, 2022**

CRA Case File: IRP 22-1a

REQUEST

Review of the proposed plan to construct a 5-story, 40-unit multi-family development located at the 610 3rd Avenue South, and 317 and 325 6th Street South for consistency with the Intown Redevelopment Plan (IRP).

APPLICANT INFORMATION

Owner/representative NJR Castille Urbana, LLC
460 3rd Street North
St. Petersburg, FL 33701

OVERVIEW OF PROJECT

The subject property is located at 610 3rd Avenue South, and 317 and 325 6th Street South. The subject property is developed with three residential buildings with a total of 6-units that were built in the late 1910s and early 1920s. These buildings will be demolished to accommodate the proposed project. The proposed project's construction cost is valued at \$12.75 million and consists of a 5-story building with 40-dwelling units.

Background

The subject property is located within the Intown Redevelopment Area. The Redevelopment Plan (IRP) was adopted in March of 1982 to address blight and slum conditions, consistent with Section 163.362 FS. The IRP provides a mechanisms and programs for coordinating and facilitating public and private improvements to encourage revitalization. The IRP covers over 309 acres, excluding rights-of-way.

The Community Redevelopment Agency was established to implement the Intown Redevelopment Plan (IRP). To achieve the goals of the redevelopment plan and to combat slum and blight the CRA is tasked with the following: acquisition of property, demolition, rehabilitation, relocation of effected occupants, construction of public improvements, sale of property, administration, establishing design guidelines and management of property.

The objectives of the IRP include: encouraging and reinforcing development, the development of integrated transportation systems and to ensure (re)development reinforces and maintains historic, cultural and aesthetic integrity.

Proposal

The proposed building will occupy a majority of the lot. The ground floor of the building will consist of a lobby, amenity space, utility rooms and enclosed parking. The second through fifth floor will consist solely of residential dwellings units. Vehicular access to the

parking garage will be from the existing east-west alley that is located south of the subject property. Pedestrian access to the building will be from the public sidewalk along 3rd Avenue South.

The proposed architectural style of the building is contemporary. The exterior building will be finished with stucco, include projecting balconies, and a decorative cornice. The north facade of the first-floor parking garage will be enclosed and will have the same architectural treatment and window types as the upper floors of the building.

CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN

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

Plan Emphasis

Part of the implementation is developing an overall land use emphasis in order to achieve the concentration and form of development desired. Within the redevelopment area there are four focus areas for new development: The Core, Webb's City, the Stadium Complex and surrounding residential areas. The proposed development is located within the "Residential" area of the Intown. The residential area of the IRP is intended to help implement the 24-hour work and live environment, which is an important component of the plan.

The IRP includes design and development guidelines to ensure compatibility between the types of developments that are desired in the downtown and how such developments relate to the environment and each other. The proposed project was reviewed by staff and found to be consistent with the following:

- *Compliance with the land development code.*
- *Developers shall submit projects to the CRA for review.*
- *Parking structures should be decorative through the use of building materials or landscaping.*
- *Development should provide design elements (trees, canopies, street furniture, entryways) to building in scale with human dimensions.*
- *Development shall provide appropriate architectural variety to the area.*
- *Open space be directly linked to the pedestrian system.*
- *Infill development should create a sense of place and identify by relating to old and new architecture, by interrelated open space.*
- *All new development shall relate in building scale and mass with the surrounding areas.*
- *Development shall be consistent with the permitted uses in the downtown zoning district.*
- *Development intensity and uses shall be governed by the underlying zoning district.*

With respect to compliance with the Land Development Code, the subject property is located in the DC-2 zoning district. Multi-family uses with a floor area ratio of up to 7.0 are allowed. The proposed development has a proposed FAR of 3.30. A base FAR of 3.0 is allowed, and the first 1.0 bonus will be required to be workforce housing, with the option of payment in lieu in accordance with the recent DC code updates. Based on the \$12.75 million construction value estimate, this will equate to \$19,125.

Bonus approval over 3.0 FAR and less than 5.0 FAR will require public notice and approval of a site plan by staff for compliance with zoning district standards. Procedural changes for the CRA adopted by City Council on December 16, 2021 (Ordinance 748-L) now

provides for CRA to take place prior to site plan approval.

As part of the FAR bonus application, staff determined that the proposed development is in compliance with the zoning district standards and therefore it is consistent with the IRP.

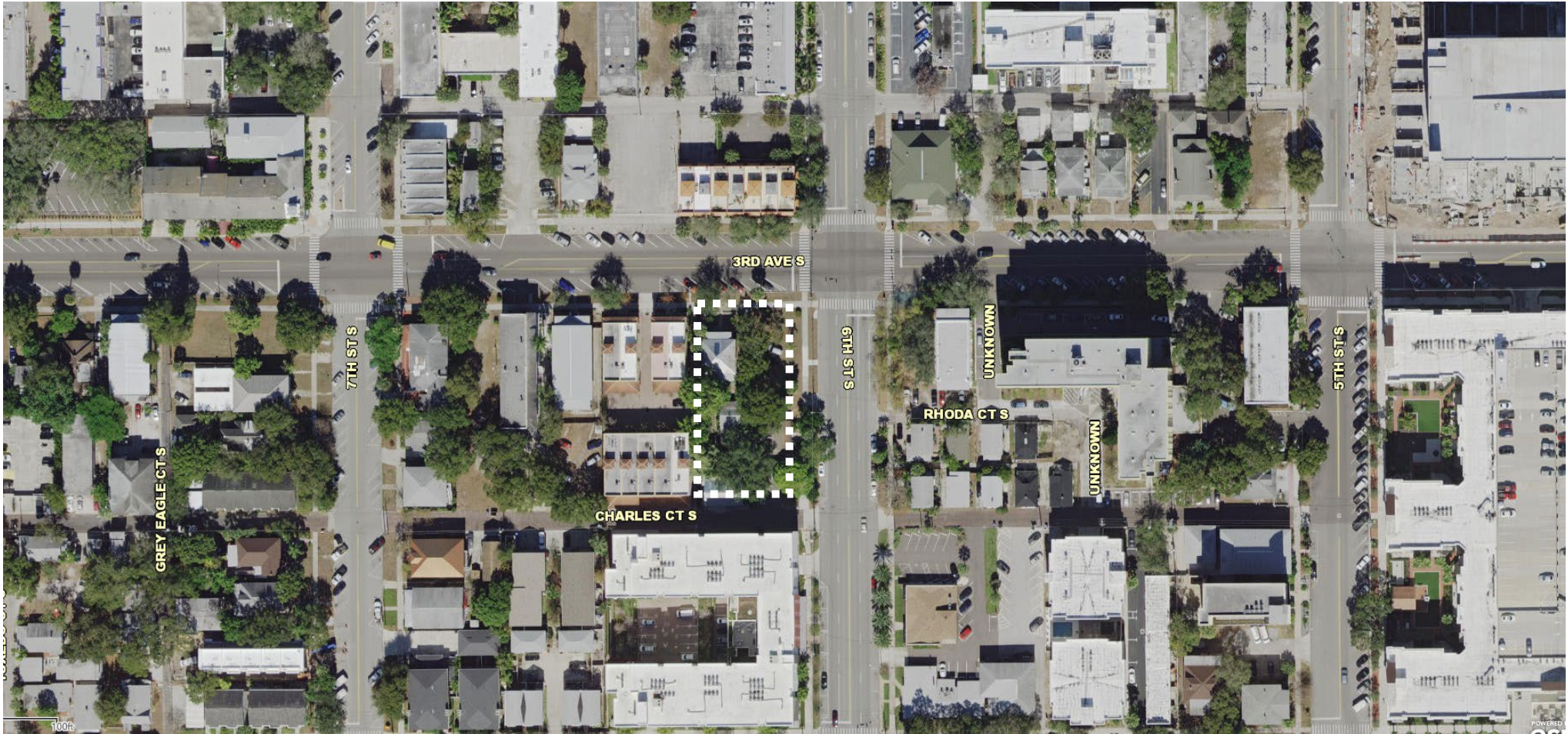
The proposed building will fit in with both older and newer developments in the IRP. The proposed building height, placement and massing are consistent with other existing and proposed developments in the immediate area. Site improvements will include a 10-foot-wide sidewalk, street trees and landscaping, open green space, bicycle parking and a new drainage system. The pedestrian improvements will contribute to a pleasurable walking experience by providing wide, shaded sidewalks.

The existing downtown development pattern contains a variety of building types, styles, heights, masses, setbacks and orientations. The building form and the relationship of the building are consistent with other development projects in the IRP. Other multi-story residential developments within the immediate area and the IRP include Campbell Landings, located south of the subject property, which is a 5-story residential building and 518 3rd Avenue South, which is a 11-story residential building. The building design took into consideration the relationship with the adjacent buildings by creating a continuous street edge, integration of open space and landscaping and concealing the parking garage.

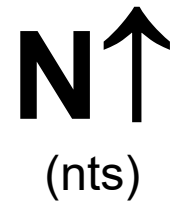
SUMMARY AND RECOMMENDATION

Staff recommends approval of the attached resolution finding the proposed 5-story building with 40-dwelling units is consistent with the Intown Redevelopment Plan as reflected in report IRP 22-1a based on preliminary plans submitted for review subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. FAR bonus approval is subject to review and approval by DRC staff.
3. Applicant complies with any conditions of approval required by Development Review Services staff.



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services
Department
Address: 610 3rd Avenue South, and 317 and
325 6th Street South



CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE 5-STORY BUILDING WITH 40-DWELLING UNITS, LOCATED AT 610 3RD AVENUE SOUTH, AND 317 AND 325 6TH STREET SOUTH CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 22-1A).

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

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 5-story building with 40-dwelling units described and reviewed in CRA Review Report No. IRP 22-1a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds that the 5-story building with 40-dwelling units consistent with the Intown Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. FAR bonus approval is subject to review and approval by DRC staff.
3. Applicant complies with any conditions of approval required by Development Review Services staff.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

Michael J. Dema
City Attorney (designee)

/s/ Elizabeth Abernethy
Elizabeth Abernethy, Director
Planning & Development Services Department

EXHIBIT A

Site Data

Location	610 3 rd Avenue South, and 317 and 325 6 th Street South 19/31/17/74466/062/0010; 0011, 0012 and 0020
Redevelopment Area	Intown Redevelopment Area
Zoning District	DC-2
Existing Land Use	Three-residential buildings with a total of 6-units
Proposed Uses	5-story building with 40-dwelling units
Site Area	20,000 sq. ft.
Proposed FAR	3.3 FAR
Existing FAR	0.29 FAR
Permitted FAR	5.0 FAR w/bonus
Number of Residential Units	40
Existing Parking	0
Proposed Parking	40 spaces

THIS DRAWING INDICATES PROFESSIONAL ARCHITECTURAL RESPONSIBILITY FOR THE ARCHITECTURAL PORTION OF THE PROJECT ONLY. TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE ARCHITECTURE SHOWN ON THIS PLAN CONFORMS TO THE FBC 2020 7TH EDITION.

PERMIT SET

KWOK WING TONY CHEUNG AR100177

STRUCTURAL ENGINEER
AUSTIN STRUCTURAL GROUP, INC.
6810 EBB TIDE AVENUE
APOLLO BEACH, FL 33572
813-500-7595

MECHANICAL ELECTRICAL PLUMBING ENGINEER
INGENIUM ENGINEERS, INC.
4798 NEW BROAD STREET SUITE 300
ORLANDO, FL 32814
407-398-6007

ARCHITECT
NJR CONSTRUCTION GROUP LLC
460 3RD STREET NORTH
SAINT PETERSBURG, FL 33701
727-310-0834

CIVIL ENGINEER
VICKSTROM ENGINEERING SERVICES, INC.
505 20TH AVE. NE
SAINT PETERSBURG, FL 33704
727-894-0404

PROJECT NO. 202201

CASTILLE URBANA
600 3RD AVENUE SOUTH
ST. PETERSBURG, FLORIDA

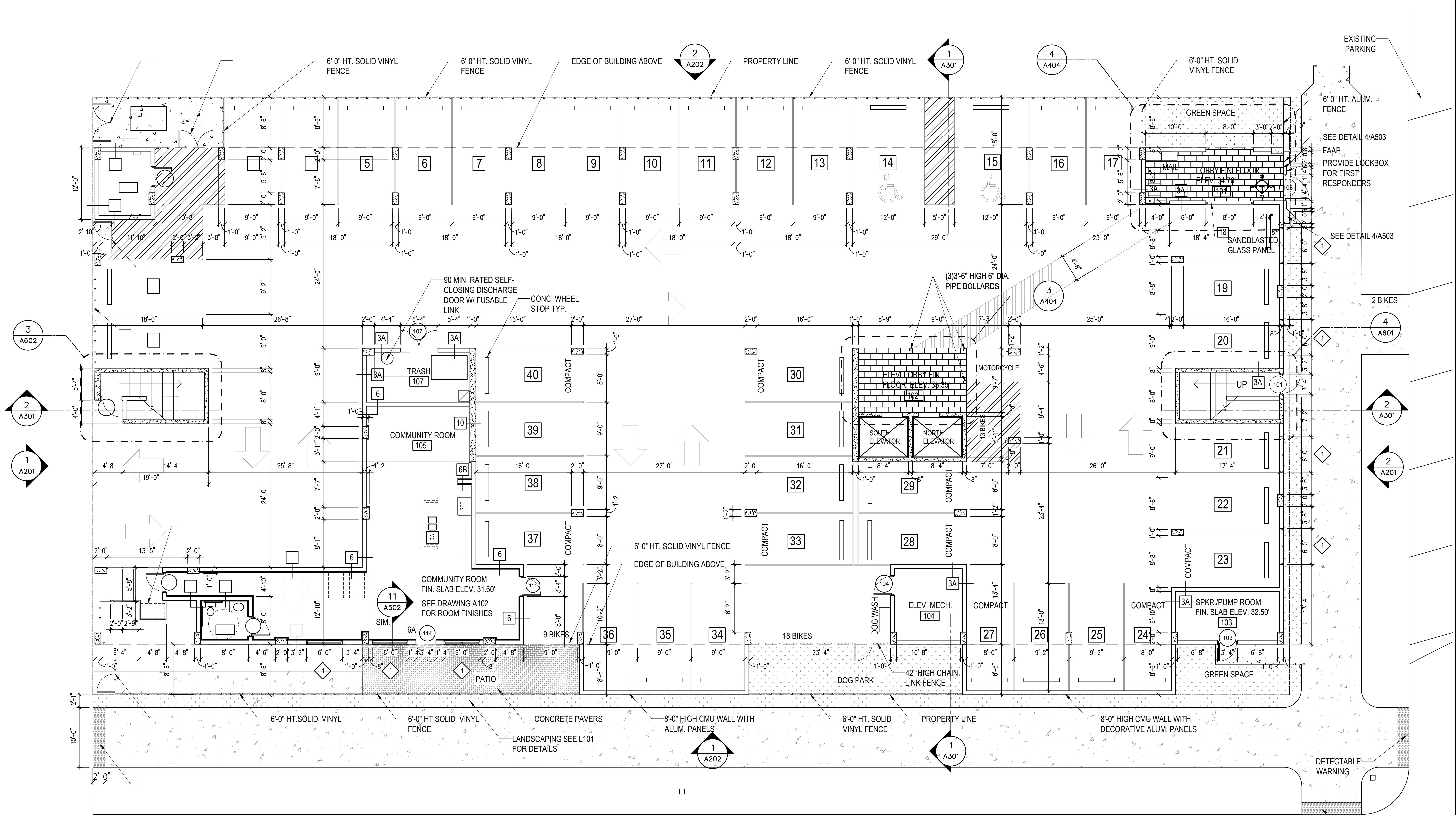
REVIEWED BY: _____ DATE: _____

DATE 4/11/2022

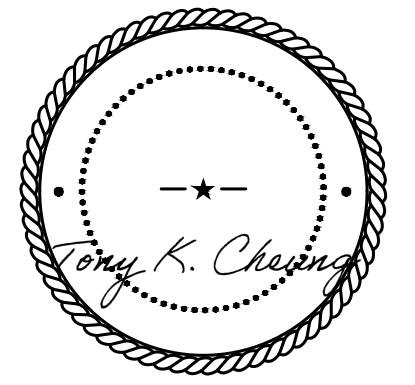
FIRST FLOOR PLAN - SITE PLAN

A101

PARKING COUNT REQUIRED:		PARKING COUNT PROVIDED:	
1 PARKING SPACE PER CONDOMINIUM UNIT: 40 SPACES REQUIRED		(38) CAR PARKING SPACES	38
		(2) HANDICAP PARKING SPACES	2
(40) BICYCLE STORAGE SPACES REQUIRED: 40 SPACES PROVIDED		CAR SPACES PROVIDED	40 SPACES PROVIDED
2 SHORT TERM BICYCLE SPACES REQUIRED: 2 PROVIDED		MOTORCYCLE PARKING	1 SPACES PROVIDED
NOTE: 4 BIKE RACKS IN GARAGE AREA. EACH RACK HOLDS 9 OR 13 BICYCLES.			



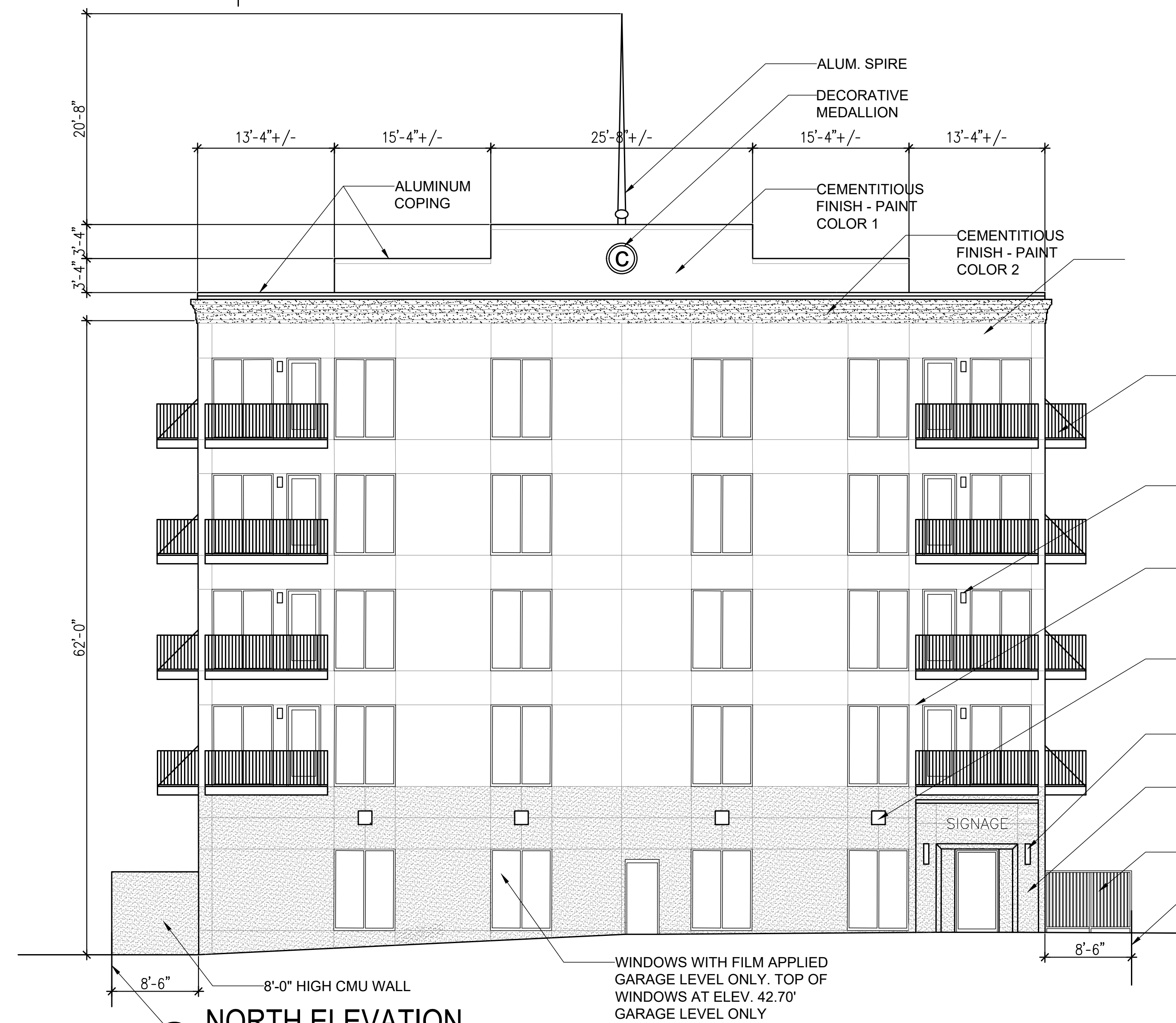
FIRST FLOOR PLAN - SITE PLAN
SCALE: 1/8" = 1'-0"



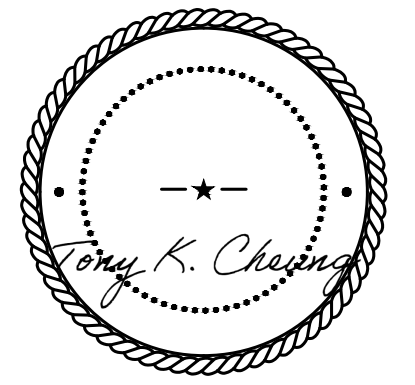
--	--



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

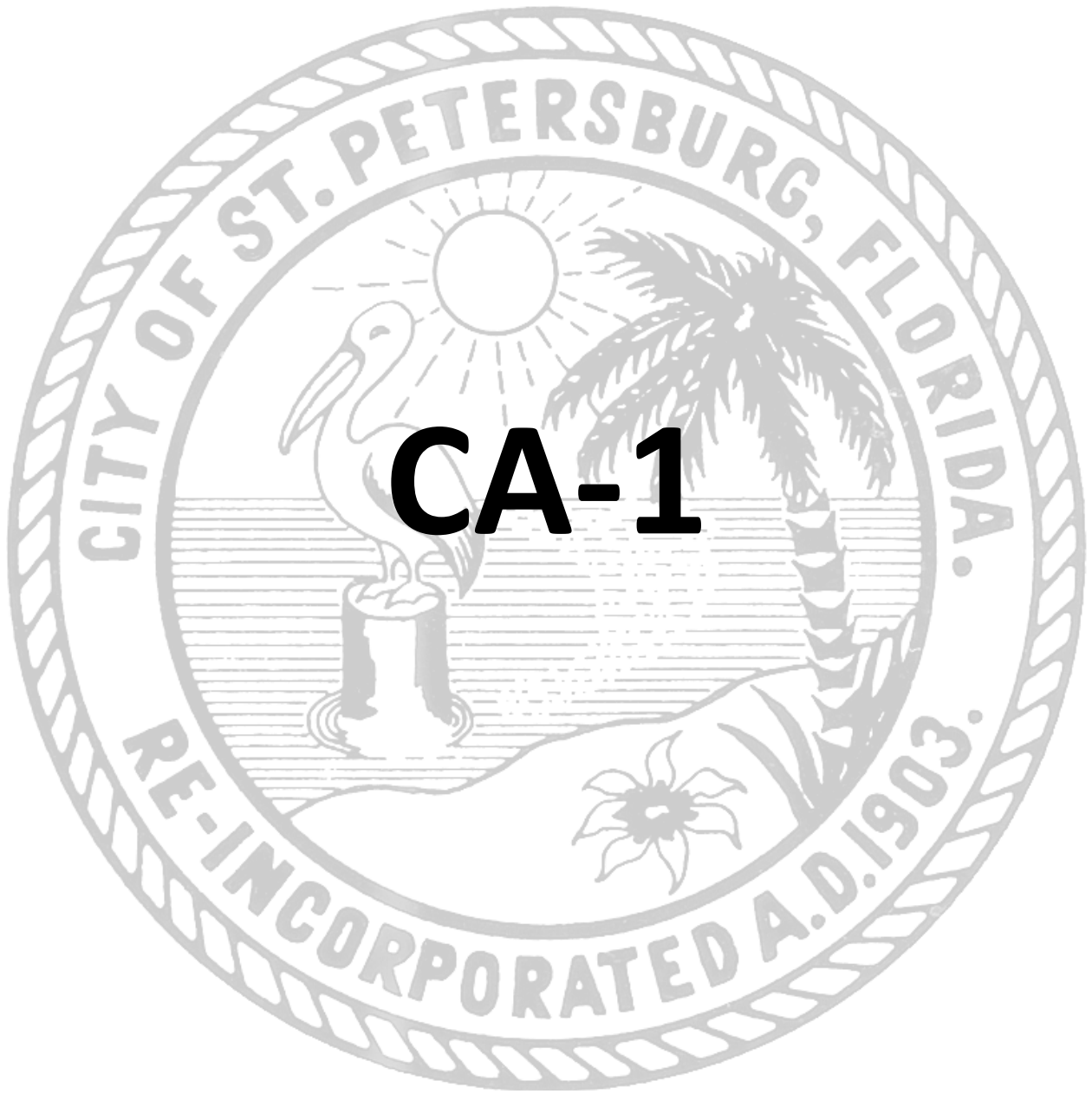


2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

CASTILLE URBANA

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for heating, ventilation and air conditioning (HVAC), Maintenance and Repair Service, City-Wide with Air Mechanical & Service Corp. in the amount of \$750,000, for a total contract amount of \$6,586,900.

Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Approving an increase in allocation for heating, ventilation and air conditioning (HVAC), Maintenance and Repair Service, City-Wide with Air Mechanical & Service Corp. in the amount of \$750,000, for a total contract amount of \$6,586,900.

Explanation: On June 15, 2017, City Council approved a three-year blanket purchase agreement for HVAC, Maintenance and Repair Service, City-Wide through June 30, 2020. On February 6, 2020, City Council approved the first and final renewal. On December 3, 2020, City Council approved an increase in allocation for HVAC repair and replacement projects such as chiller coil replacements, condenser replacements, and air handler unit replacements for the Fire Rescue, Parks and Recreation, Enterprise Facilities, and Water Resources Departments in FY20.

The vendor provides regular preventative maintenance, including inspections, air filter changes, lubricants, refrigerants, compressors, condensers, heating supply and return lines, water lines, air ducts, exhaust fans, repair services, and replacement of parts, equipment, materials and supplies. The primary locations are the Parks and Recreation, Water Resources, Fire Rescue departments, and other various City facilities.

The Procurement and Supply Management Department, in cooperation with the Parks and Recreation, Water Resources, and Fire Rescue departments, recommends for approval:

Air Mechanical & Service Corp. (Tampa, FL)	\$750,000
Original agreed amount	\$1,836,900
1 st renewal	2,000,000
1 st allocation increase	2,000,000
2 nd allocation increase	<u>750,000</u>
Total agreement amount	\$6,586,900

City Code section 2-215(b) authorizes Administration to extend any contract for a period not to exceed six months when it is determined that such extension is in the best interest of the City and is necessary to finalize the solicitation and negotiation of a replacement contract.

An increase for allocation is requested due to a six-month extension to the current agreement, and to support any additional unanticipated projects through the remainder of the agreement term, ending on December 30, 2022.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Emergency Medical Services Fund (1009), Coliseum Operating Fund (1205), Water Resources Operating Fund (4001), Sanitation Operating Fund (4021), Golf Course Operating Fund (4061), Fleet Management Fund (5001), Municipal Office Buildings Fund (5005), Supply Management Fund (5031), and within various capital projects in the Recreation and Culture Capital Improvement Fund (3029), City Facilities Capital Improvement Fund (3031), Water Resources Capital Projects Fund (4003), and the Marina Capital Improvement Fund (4043).

Attachments: Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$750,000 TO THE ALLOCATION FOR THE AGREEMENT WITH AIR MECHANICAL & SERVICE CORP. FOR CITYWIDE HVAC MAINTENANCE AND REPAIR SERVICE; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$6,586,900; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 15, 2017, City Council approved the award of a three-year blanket purchase agreement (“Agreement”) with a two-year renewal option to Air Mechanical & Service Corp. for Citywide HVAC Maintenance and Repair Service at a total contract amount of \$1,836,900 through June 30, 2020; and

WHEREAS, on February 6, 2020, City Council approved the renewal option to extend the term through June 30, 2022 and an increase the contract amount in the amount of \$2,000,000 for this renewal term; and

WHEREAS, on December 3, 2020, City Council approved an increase in the amount of \$2,000,000 to the allocation for this Agreement for additional HVAC repair and replacement projects; and

WHEREAS, pursuant to Section 2-215(b) of the St. Petersburg City Code, Administration extended the term through December 30, 2022, and an additional increase in the amount of \$750,000 to the allocation for this Agreement is needed to support unanticipated HVAC projects until the end of the term; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Parks and Recreation, Water Resources, and Fire Rescue Departments, recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of \$750,000 to the allocation for the agreement with Air Mechanical & Service Corp. for Citywide HVAC Maintenance and Repair Service is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$6,586,900.

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

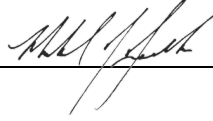
This Resolution shall become effective immediately upon its adoption.


LEGAL:



00623963

DEPARTMENT:



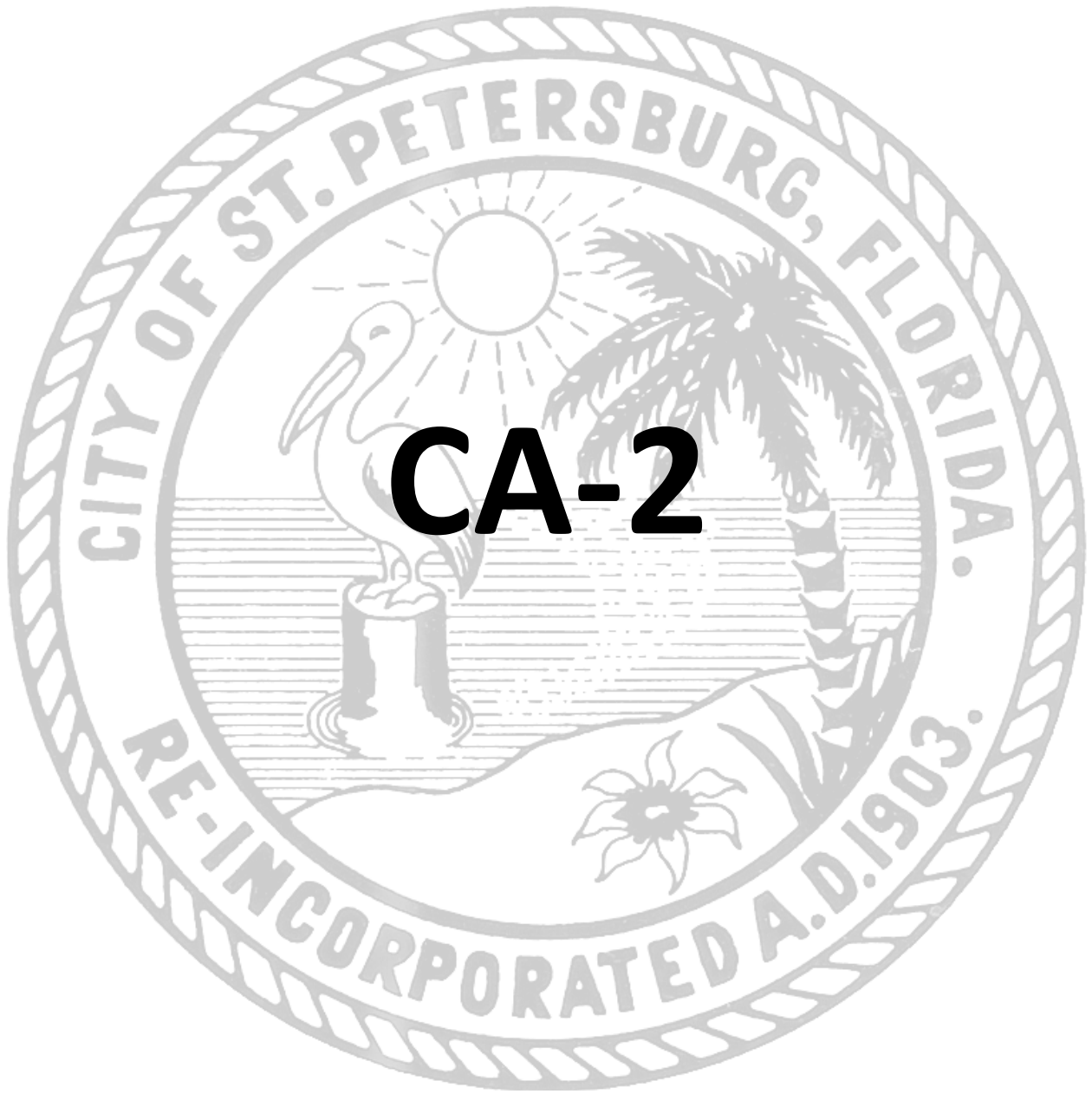
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163503
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	HVAC, Maint & Repair Service, City-Wide, June 16
Message:	Submitted for your approval, please find attached Consent Write-up for HVAC, Maint & Repair Service, City-Wide, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	26-MAY-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a three-year blanket agreement for wastewater odor control services with Premier Magnesia, LLC., a sole source provider, for an estimated annual amount of \$550,000 for a total contract amount of \$2,083,000.

Please scroll down to view the backup material.



CA-2

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022**

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

Subject: Approving the renewal of a three-year blanket agreement for wastewater odor control services with Premier Magnesia, LLC., a sole source provider, for an estimated annual amount of \$550,000 for a total contract amount of \$2,083,000.

Explanation: On June 13, 2019, City Council approved a three-year blanket purchase agreement for the delivery and injection of Thioguard® (Magnesium Hydroxide), through June 30, 2022. On March 3, 2022 City Council approved an allocation increase to continue service until the end of the current term. The agreement has one, two-year renewal option. This is the first and only renewal.

The vendor provides chemicals and equipment for injection of Thioguard® (Magnesium Hydroxide) into the City's water reclamation process to control odors caused by hydrogen sulfide. Hydrogen sulfide is one of the major causes of undesirable odors and corrosion in the wastewater facilities. The Water Resources Department has conducted comprehensive tests of several processes for treating hydrogen sulfide and found that when utilized with other odor controlling measures and equipment, Thioguard® is one of the most effective odor control products available. Thioguard® is patented by and available solely through Premier Magnesia.

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

Premier Magnesia, LLC (Wayne, PA)	\$1,100,000
Original agreed amount	\$883,000
Allocation increase	100,000
1 st renewal	<u>1,100,000</u>
Total agreement amount	\$2,083,000

Premier Magnesia, LLC., has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance. This purchase is being made in accordance with Section 2-212 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 Operating Fund (4001), Water Resources Department, Lift Station Maintenance Division (420-2205), Northeast WRF Division (420-2173), Northwest WRF Division (420-2177), and Southwest WRF Division (420-2181).

Attachments: Sole Source
Resolution

Sole Source Request
Procurement & Supply Management

Department: Water Resources Requisition No. BPA
Requested By: Brianne Smith Date: 4/30/2019
Check One: Sole Source Proprietary Specifications
Proposed Vendor: Premier Chemicals
Estimated Total Cost: \$500,000

Description of Items (or Services) to be purchased:

Thioguard – Magnesium Hydroxide

Purpose of Function of items:

Thioguard is a chemical patented for controlling hydrogen sulfide in wastewater. Hydrogen sulfide is one of the major causes of undesirable odors and corrosion in wastewater facilities such as plants, sewer pipes and pump stations.

Justification for Sole Source of Proprietary specification:

This product has been effective in reducing odors at the locations where it has been applied. This product is patented and cannot be purchased through any other supplier.

The sulfides released by wastewater produce sulfuric acid and it attacks the surfaces it comes in contact with. We have found this product to be effective in reducing acid production.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

Charles R. Wise

WRF Manager

4/30/2019

Date

Joe Paul

Department Director

05-03-2019

Date

Administrator/Chief

Louis Moore

Louis Moore, Director
Procurement & Supply Management

05/09/19

Date

5/13/19

Date



RESOLUTION NO. ____

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH PREMIER MAGNESIA, LLC, A SOLE SOURCE PROVIDER, FOR WASTEWATER ODOR CONTROL SERVICES TO EXTEND THE TERM THROUGH JUNE 30, 2024 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$1,100,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$2,083,000; 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 blanket purchase agreement with a two-year option to Premier Magnesia, LLC, a sole source provider, for the delivery and injection of Thioguard® (Magnesium Hydroxide) at a total contract amount not to exceed \$883,000 for the initial term ending June 30, 2022 (“Agreement”); and

WHEREAS, on March 3, 2022, City Council approved an increase in the amount of \$100,000 to the allocation for this Agreement for services through the end of the initial term; and

WHEREAS, the City desires to exercise the renewal option to extend the term of the Agreement through June 30, 2024 and increase the contract amount in the amount of \$1,100,000 for this renewal term; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Water Resources 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 Premier Magnesia, LLC, a sole source provider, for wastewater odor control services to extend the term and increase the contract amount in the amount of \$1,100,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above-referenced agreement shall not exceed \$2,083,000.

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

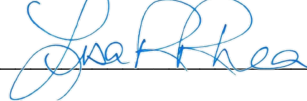
This Resolution shall become effective immediately upon its adoption.


LEGAL:



00624892

DEPARTMENT:

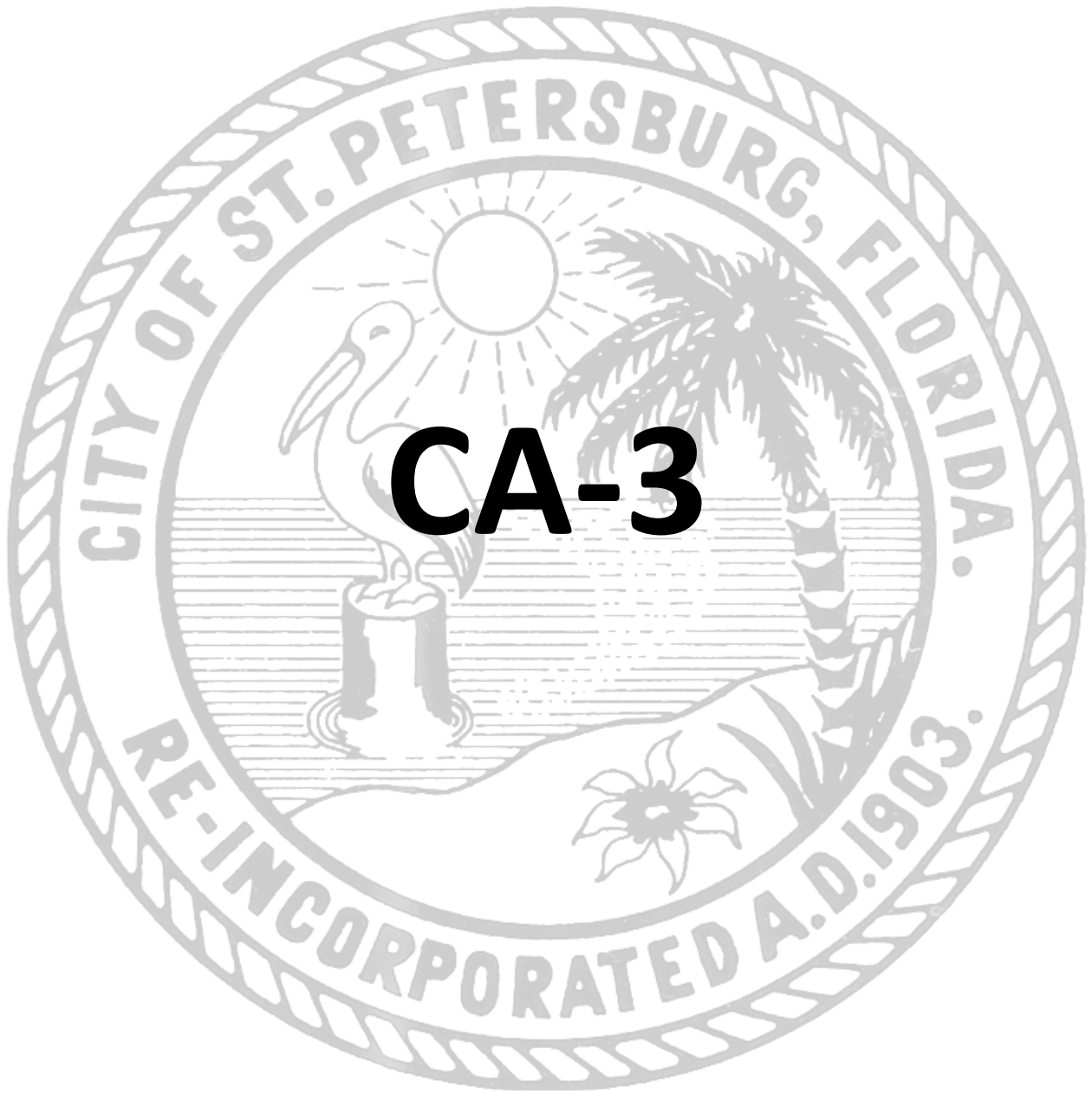


 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163500
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Chemical, Odor Control, June 16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Chemical, Odor Control, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	26-MAY-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	26-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for roof repair services with Gulf States Industries, Inc., McMullen Roofing, Inc., Precision Roofing Solutions, Inc., RMS Orlando, Inc., and Tarheel Roofing, Inc., in the amount of \$350,000, for a total contract amount of \$950,000.
Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Approving an increase in allocation for roof repair services with Gulf States Industries, Inc., McMullen Roofing, Inc., Precision Roofing Solutions, Inc., RMS Orlando, Inc., and Tarheel Roofing, Inc., in the amount of \$350,000, for a total contract amount of \$950,000.

Explanation: On April 16, 2020, City Council approved a three-year blanket purchase agreement for roof repair services through April 30, 2023. The agreement has one, two-year renewal option.

The vendors will provide all labor and materials for roof repairs and replacements at City facilities. The work includes repairing and replacing fascia, soffits, shingles, tiles, decking, vent stacks, metal flashing, gutters and down spouts, as well as detecting water intrusion by infrared scanning. The vendors were asked to provide costs on a time and material basis. The primary users for these agreements are the Water Resources, Parks and Recreation, and Engineering and Capital Improvements departments.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, the Parks and Recreation Department, and the Engineering and Capital Improvements department, recommends for approval:

Roof Repair Services.....\$350,000

Tarheel Roofing, Inc. (St. Petersburg, FL)
Precision Roofing Solutions, Inc. (Tampa, FL)
Gulf States Industries, Inc. (New Port Richey, FL)
McMullen Roofing, Inc. (Clearwater, FL)
RMS Orlando, Inc. (Orlando, FL)

Original agreement amount	\$600,000
1 st allocation increase	350,000
Total contract amount	<u>\$950,000</u>

An increase for allocation is requested due to Lift Station roof repairs and unanticipated repairs to roof shingles, flat roofs, and fascia on various buildings throughout the City.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), in various divisions in the Fire Department (150), Police Department (140), Library Department (200), Parks and Recreation Department (190); and in various capital projects in the Water Resources Capital Projects Fund (4003), City Facilities Capital Improvement Fund (3031), and Recreation and Culture Capital Improvement Fund (3029).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$350,000 TO THE ALLOCATION FOR THE AGREEMENTS WITH GULF STATES INDUSTRIES, INC., MCMULLEN ROOFING, INC., PRECISION ROOFING SOLUTIONS, INC., RMS ORLANDO, INC., AND TARHEEL ROOFING, INC. FOR ROOF REPAIR SERVICES; PROVIDING THAT THE COMBINED TOTAL CONTRACT AMOUNT FOR THE ABOVE-REFERENCED AGREEMENTS SHALL NOT EXCEED \$950,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 16, 2020, City Council approved the award of three-year blanket purchase agreements (each with one, two-year renewal option) to Gulf States Industries, Inc., McMullen Roofing, Inc., Precision Roofing Solutions, Inc., RMS Orlando, Inc., and Tarheel Roofing, Inc. for roof repair services at a combined total contract amount not to exceed \$600,000 (“Agreements”) for the initial term through April 30, 2023; and

WHEREAS, an increase in the amount of \$350,000 to the allocation for the Agreements is necessary due to Lift Station roof repairs and unanticipated repairs to roof shingles, flat roof, and fascia on various buildings throughout the City; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Water Resources Department, the Parks and Recreation Department, and the Engineering and Capital Improvements Department, recommend approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of \$350,000 to the allocation for the agreements with Gulf States Industries, Inc., McMullen Roofing, Inc., Precision Roofing Solutions, Inc., RMS Orlando, Inc., and Tarheel Roofing, Inc. for roof repair services is hereby approved.

BE IT FURTHER RESOLVED that the combined total contract amount for the above referenced agreements shall not exceed \$950,000.

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.


LEGAL:

Christina Boussias

00624950

DEPARTMENT:

Brijesh Prayman.

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163516
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Roof Repair Services, June 16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Roof Repair Services, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	26-MAY-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation with FS Depot, LLC., a sole source vendor, for street sweeper repair and maintenance parts, for the Fleet Management Department, in the amount of \$300,000, for a total agreement amount of \$800,000.

Please scroll down to view the backup material.



CA-4

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022**

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

Subject: Approving an increase in allocation with FS Depot, LLC., a sole source vendor, for street sweeper repair and maintenance parts, for the Fleet Management Department, in the amount of \$300,000, for a total agreement amount of \$800,000.

Explanation: On December 6, 2018, City Council approved a three-year agreement for sweeper repair and maintenance parts through December 31, 2021. On May 20, 2021, City Council approved the first renewal through December 31, 2024. The agreement has no renewals remaining.

The vendor furnishes and delivers repair and maintenance parts for Elgin street sweepers at a 15 percent discount from the manufacturer's dealer list price. Usage of and the number of street sweepers has increased, requiring a greater need for replacement part purchases. FS Depot is the only authorized supplier of Elgin street sweeper parts, therefore, a sole source procurement is recommended.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends:


FS Depot, LLC. (University Park, IL)\$300,000

Original agreement amount	\$250,000
1 st renewal	250,000
Allocation increase	<u>300,000</u>
Total agreement amount	\$800,000

This purchase is made in accordance with Section 2-212 (a)(6) of the Procurement Code, where the item is a component or replacement part for which there is no commercially available substitute and which can be purchased only from the manufacturer or distributor.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Fund (5001), Fleet Management Department, Parts & Fuel Division (800-2525).

Attachments: Sole Source
Resolution

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					156182
Name:	Colandrea, Brandy Renee	Request Date:	08-APR-2022	Status:	APPROVED

Authorization Request	
Subject:	Sole Source - FS Depot
Message:	Renewal of FS Depot BPA
Supporting Documentation:	FS Depot - Parts - Sole Source; 2022.04.01.docx

	Approver	Completed By	Response	Response Date	Type
0	Colandrea, Brandy Renee		SUBMITTED	08-APR-2022	
1	Johnston, Randall W	Johnston, Randall W	APPROVE	08-APR-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	08-APR-2022	User Defined
3	Dewar, Karen M	Dewar, Karen M	APPROVE	12-APR-2022	User Defined
		Note:	Justified per AEW		

RESOLUTION NO. 2022-__

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$300,000 TO THE ALLOCATION FOR THE AGREEMENT WITH FS DEPOT, INC. FOR ELGIN STREET SWEEPER REPAIR AND MAINTENANCE PARTS FOR THE FLEET MANAGEMENT DEPARTMENT FOR THE RENEWAL TERM THROUGH DECEMBER 31, 2024; PROVIDING THAT THE TOTAL CONTRACT AMOUNT FOR THE ABOVE-REFERENCED AGREEMENT SHALL NOT EXCEED \$800,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 6, 2018, City Council approved a three-year blanket purchase agreement with one, three-year renewal option to FS Depot, Inc. for Elgin street sweeper repair and maintenance parts for the Fleet Management Department, at a total contract amount of \$250,000 for the initial term through December 31, 2021; and

WHEREAS, on May 20, 2021 City Council approved the first and only renewal option to the Agreement; and

WHEREAS, an increase in the amount of \$300,000 to the allocation for the Agreement is necessary due to an increase in usage as well as a greater need for replacement parts before the termination of the Agreement; and

WHEREAS, pursuant to Section 2-212(a)(6) of the City Code, the sole source procurement of replacement parts is permitted when there are no commercially available substitute parts and where the replacement parts can only be purchased from the manufacturer or distributor.

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase in the amount of \$300,000 to the allocation for the Agreement with FS Depot, Inc. for Elgin street sweeper repair and maintenance parts for the Fleet Management Department for the renewal term through December 31, 2024 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above referenced agreement shall not exceed \$800,000.

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.

Legal:

/s/Ben James
00625034

Department:

RANDALL W. JOHNSTON

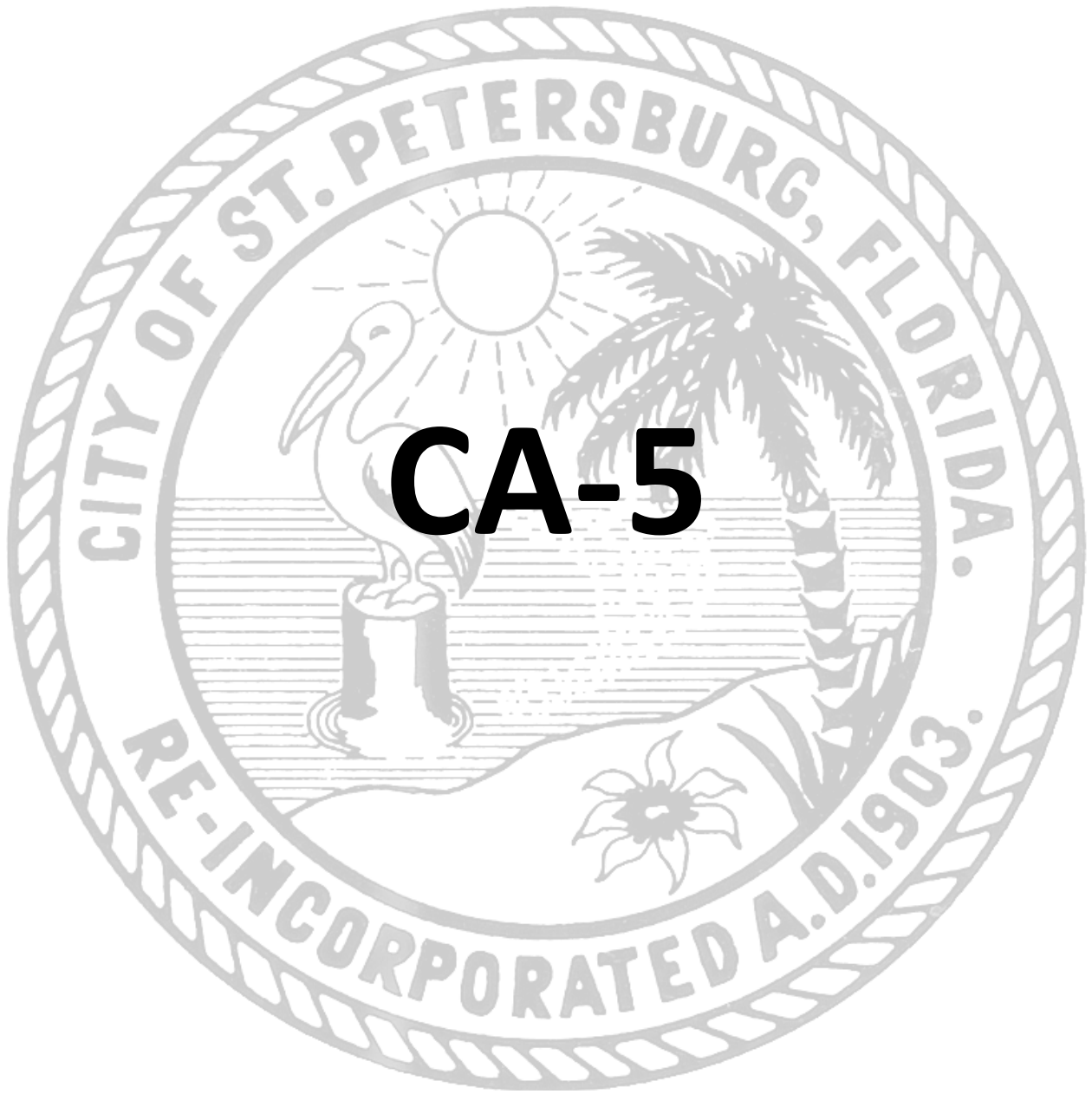
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163495
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Parts, Street Sweeper, June 16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Parts, Street Sweeper, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	26-MAY-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Pinellas County Schools Food and Nutrition Department, for the after-school snack program for the Parks and Recreation Department, at an estimated annual cost of \$239,500, for a total contract amount of \$668,500.

Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Approving the renewal of a blanket purchase agreement with Pinellas County Schools Food and Nutrition Department, for the after-school snack program for the Parks and Recreation Department, at an estimated annual cost of \$239,500, for a total contract amount of \$668,500.

Explanation: On July 9, 2020, City Council approved a one-year blanket purchase agreement for the after-school snack program through July 31, 2021. The agreement has four, one-year renewal options. On August 19, 2021, City Council approved the first renewal through July 31, 2022. This is the second renewal.

Pinellas County Schools Food and Nutrition Department prepares snacks and beverages for children enrolled in the City's after-school program. The schedule of the program is concurrent with the Pinellas County Schools' weekday calendar. Services are also provided when schools are not in session or on City holidays. During certain holiday periods, such as Spring Break, Fall Break, and Christmas Break, the City will self-vend the program. Throughout the program, City staff transports approximately 1,250 snacks per day from 11 designated school sites to the 11 recreation centers that participate in the program, transporting an average total of 232,500 snacks per year. The snacks are made in accordance with the specifications provided by the Florida Department of Health Bureau of Child Nutrition.

The Procurement and Supply Management Department, in cooperation with the Parks and Recreation Department, recommends for renewal:

Pinellas County Schools Food and Nutrition Department \$239,500
Approximately 232,500 snacks @ 1.03 each

Original agreement amount	\$219,000
1 st renewal	210,000
2 nd renewal	239,500
Total agreement amount	<u>\$668,500</u>

The vendor has agreed to renew under the same terms and conditions of IFB No. 7623, dated May 4, 2020. 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. This renewal will be effective from the date of approval through July 31, 2023, with two, one-year renewal options remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department, Administration Division (190-1573).

Attachments: Delivery Locations
Sample Snack Menu
Price History
Resolution

Appendix A
Delivery Locations 2022-2023
for After School Snack Program

General Site Information	Beg Date End Date School Year	Est. Total Days	Pickup Location	Maximum Daily Meals	Maximum Total Meals	Est. Serving Time
Site #1- Campbell Park Center 601 14 th St. S. St. Petersburg, FL 33705 Ph: (727)893-7733 Supvr. Verline Moore	beg: 8/10/22 end: 5/25/23	186	Campbell Park Elementary	80	14,880	4:15 p.m.
Site #2 - Childs Park Center 4301 13 th Ave. S. St. Petersburg, FL 33711 Ph: (727)893-7463 Supvr. Yolanda Anderson	beg: 8/10/22 end: 5/25/23	186	Fairmount Park Elementary	105	19,530	4:15 p.m.
Site #3 - Frank Pierce Center 2000 7 th St. S. St. Petersburg, FL 33705 Ph: (727)893-7731 Supvr. Jennifer Ross	beg: 8/10/22 end: 5/25/23	186	Lakewood Elementary	65	12,090	4:00 p.m.
Site #4 - Gladden Park Center 3901 30 th Ave. N. St. Petersburg, FL 33713 Ph: (727)893-7458 Supvr. Christopher Lampley	beg: 8/10/22 end: 5/25/23	186	New Heights Elementary	120	22,320	3:30 p.m.
Site #6 - J. W. Cate Center 5801 22 nd . Ave. N. St. Petersburg, FL 33710 Ph: (727)893-7443 Supvr. Robert Valenti	beg: 8/10/22 end: 5/25/23	186	Westgate Elementary	200	37,200	3:00 p.m.
Site #5 - Lake Vista Center 1401 62 nd Ave. S. St. Petersburg, FL 33705 Ph: (727)893-7744 Supvr. Marci Reedy	beg: 8/10/22 end: 5/25/23	186	Lakewood High	120	22,320	4:00 p.m.
Site #7 - Roberts Rec. Center 1246 50 th Ave. N. St. Petersburg, FL 33703 Ph: (727)893-7754 Supvr. Robert Lovelace	beg: 8/10/22 end: 5/25/23	186	Sexton Elementary	120	22,320	3:30 p.m.
Site #8 - Shore Acres Center 4230 Shore Acres Blvd. NE St. Petersburg, FL 33703 Ph: (727)893-7758 Supvr. Brian Simonson	beg: 8/10/22 end: 5/25/23	186	North Shore Elementary	125	23,250	3:00 p.m.
Site #10 Thomas "Jet" Jackson 1000 28 th Street South St. Petersburg, FL 33712 Ph: 893-7750 Supvr. William "Billy" Hazellief	beg: 8/10/22 end: 5/25/23	186	Perkins Elementary	80	14,880	4:15 p.m.
Site #9 - Walter Fuller Center 7891 26 th Ave. N. St. Petersburg, FL 33710 Ph: (727)893-7443 Supvr. Tim Bodkin	beg: 8/10/22 end: 5/25/23	186	Azalea Elementary	95	17,670	2:00 p.m.
Site #11 Willis S. Johns Center 6635 9 th St. N. St. Petersburg, FL 33702 Ph: (727)893-7756 Supvr. Andy Chee	beg: 8/10/22 end: 5/25/23	186	Lynch Elementary	140	26,040	3:00 p.m.
Totals		186		1,250	232,500	

Note: Pick up/delivery times will be earlier than serving times

Any Pre-K students that receive snack in the classroom - must have this menu

Pre-K/St Pete Rec Vended Snack Menu Worksheet 2021-22

<u>Week 1</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Grain/ M/MA	Honey Scooters - #1548 Bowl Pak Cereal*	Mozzarella String Cheese #760 & Wheat Basics Crackers #764	Blueberry Muffin (1G) #1143	Goldfish Colors Cheddar #977	Honey Graham Crackers #1679
Fruit		6 oz. Apple Juice #117	6 oz. Fruit Juice Blend #1160	6 oz. Apple Juice #117	6 oz. Fruit Juice Blend #1160
Milk	1% Low Fat Unflavored White Milk #230				
<u>Week 2</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Grain/ M/MA	Marshmallow Mateys - #1554 Bowl Pak Cereal*	Scooby Doo Grahams #1643	Apple Cinnamon Muffin (1G) #1612	Goldfish Pretzels #975	Dino Bites Dinosaur Grahams #1835
Fruit		6 oz. Apple Juice #117	6 oz. Fruit Juice Blend #1160	6 oz. Apple Juice #117	6 oz. Fruit Juice Blend #1160
Milk	1% Low Fat Unflavored White Milk #230				
<u>Week 3</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Grain/ M/MA	Cinnamon Chex - #1627 Bowl Pak Cereal*	Cheez-Its #1072	Choc Choc Chip Muffin (1G) #990	Goldfish Mickey Mouse #1054	Jungle Animal Crackers #1834
Fruit		6 oz. Apple Juice #117	6 oz. Fruit Juice Blend #1160	6 oz. Apple Juice #117	6 oz. Fruit Juice Blend #1160
Milk	1% Low Fat Unflavored White Milk #230				
	*Only cereals listed are to be served. (Must be 6 gm of sugar or less)				St Pete Rec Snacks must be packed in paper bags No Plastic Bags allowed

Price History
952-84 After School Snack Food Service Program

Item No.	Description	2018	2019	2020	2021	2022	Percent Change
1.	After School Snacks	\$0.80	\$0.80	\$0.94	\$0.94	\$1.03	9.6%

RESOLUTION NO. ____

A RESOLUTION APPROVING THE SECOND RENEWAL OPTION TO THE AGREEMENT WITH PINELLAS COUNTY SCHOOLS FOOD AND NUTRITION DEPARTMENT FOR THE AFTER-SCHOOL SNACK PROGRAM FOR THE PARKS AND RECREATION DEPARTMENT TO EXTEND THE TERM THROUGH JULY 31, 2023 AND INCREASE THE CONTRACT AMOUNT BY \$239,500 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$668,500; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on July 9, 2020, City Council approved a one-year agreement with four, one-year renewal options with Pinellas County Schools Food and Nutrition Department for the after-school snack program for the Parks and Recreation Department at a total contract amount not to exceed \$219,000 for the initial term ending July 31, 2021 (“Agreement”); and

WHEREAS, on August 19, 2021, City Council approved the first renewal option to extend the term of the Agreement through July 31, 2022 and increase the contract amount in the amount of \$210,000; and

WHEREAS, the City now desires to exercise the second renewal option to extend the term of the Agreement through July 31, 2023 and increase the contract amount in the amount of \$239,500 for this renewal term; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Parks and Recreation Department, recommend approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second renewal option to the agreement with Pinellas County Schools Food and Nutrition Department for the after-school snack program for the Parks and

Recreation Department to extend the term through July 31, 2023 and increase the contract amount by \$239,500 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above-referenced agreement shall not exceed \$668,500.


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.

LEGAL:

Christina Boussias
00624929

DEPARTMENT:



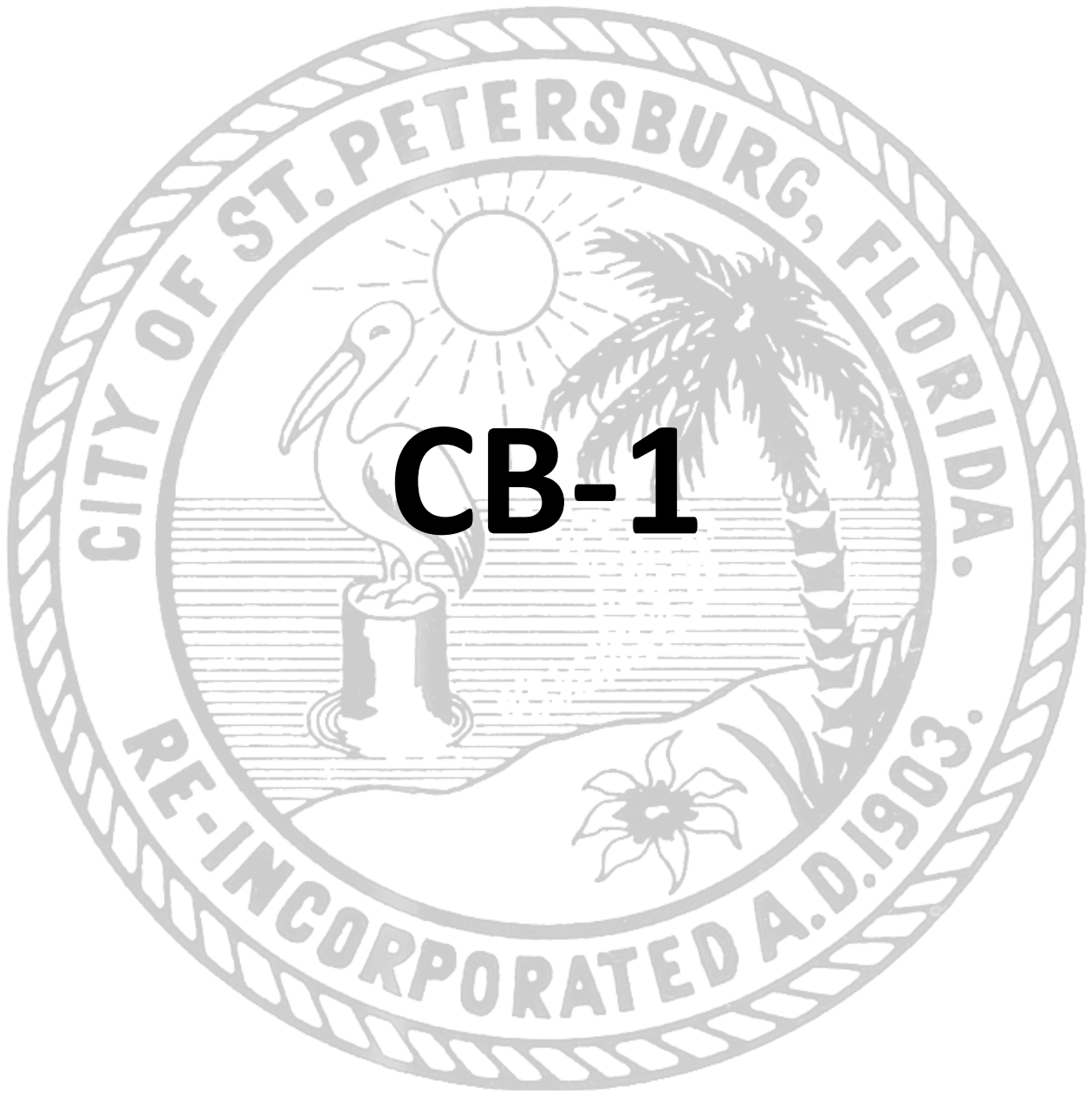
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163520
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Food, After-School Snacks, June 16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Food, After-School Snacks, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	26-MAY-2022	User Defined
2	Jefferis, Michael J II	Jefferis, Michael J II	APPROVE	01-JUN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the renewal of an annual blanket purchase agreement with All-Kleen/ Clean Sweep Floor Care, L.L.C. for custodial and event support services at Sunken Gardens and the Coliseum, at an estimated annual cost of \$96,000, for a total contract amount of \$439,000.

Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Approving the renewal of an annual blanket purchase agreement with All-Kleen/Clean Sweep Floor Care, L.L.C. for custodial and event support services at Sunken Gardens and the Coliseum, at an estimated annual cost of \$96,000, for a total contract amount of \$439,000.

Explanation: On August 1, 2019, the City entered into a three-year agreement with All-Kleen/Clean Sweep Floor Care, L.L.C., for custodial and event support services at Sunken Gardens and the Coliseum through July 31, 2022. In November 2021, a \$25,000 administrative increase helped to offset the hourly rate increase by the vendor and the increasing cost of cleaning due to more visitors attending more events. The agreement has one, two-year renewal option. This is the only renewal.

The vendor provides custodial and event support services at Sunken Gardens and the Coliseum. This includes event set-ups and tear-downs, including but not limited to outdoor ceremonies, festivals, bars and indoor banquets, receptions, meetings, and seminars. Work is performed seven days a week, and on nights and weekends.

The Procurement and Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends renewal:

All-Kleen/Clean Sweep Floor Care, L.L.C. (St. Petersburg, FL)\$192,000

Original agreement amount	\$222,000
Administrative increase	25,000
1 st renewal	<u>192,000</u>
Total agreement amount	\$439,000

The vendor has agreed to renew under the same terms and conditions of RFP No. 7267, dated May 13, 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 August 1, 2022 through July 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sunken Gardens Fund (1207), Enterprise Facilities Department, Sunken Gardens Operations Division (282.2461); and the Coliseum Operating Fund (1205), Enterprise Facilities Department, Coliseum Events Division (282.1873).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH ALL-KLEEN/CLEAN SWEEP FLOOR CARE, L.L.C. FOR CUSTODIAL AND EVENT SUPPORT SERVICES AT SUNKEN GARDENS AND THE COLISEUM TO EXTEND THE TERM THROUGH JULY 31, 2024 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$192,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$439,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 1, 2019, City Council approved a three-year blanket purchase agreement with a two-year renewal option with All-Kleen/Clean Sweep Floor Care, L.L.C. for custodial and event support services at Sunken Gardens and the Coliseum at a total contract amount not to exceed \$222,000 for the initial term ending July 31, 2022 (“Agreement”); and

WHEREAS, on November 10, 2021, Administration approved an increase in the amount of \$25,000 to the allocation for this Agreement to offset the hourly rate increase and the additional cost of cleaning due to more visitors attending events at these locations; and

WHEREAS, the City desires to exercise the renewal option to extend the term of the Agreement through July 31, 2024 and increase the contract amount in the amount of \$192,000 for this renewal term; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Enterprise Facilities 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 All-Kleen/Clean Sweep Floor Care, L.L.C. for custodial and event support services to extend the term through July 31, 2024

and increase the contract amount in the amount of \$192,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above-referenced agreement shall not exceed \$439,000.

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

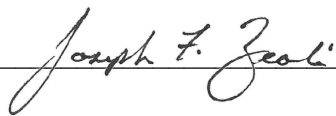
This Resolution shall become effective immediately upon its adoption.


LEGAL:



00624862

DEPARTMENT:



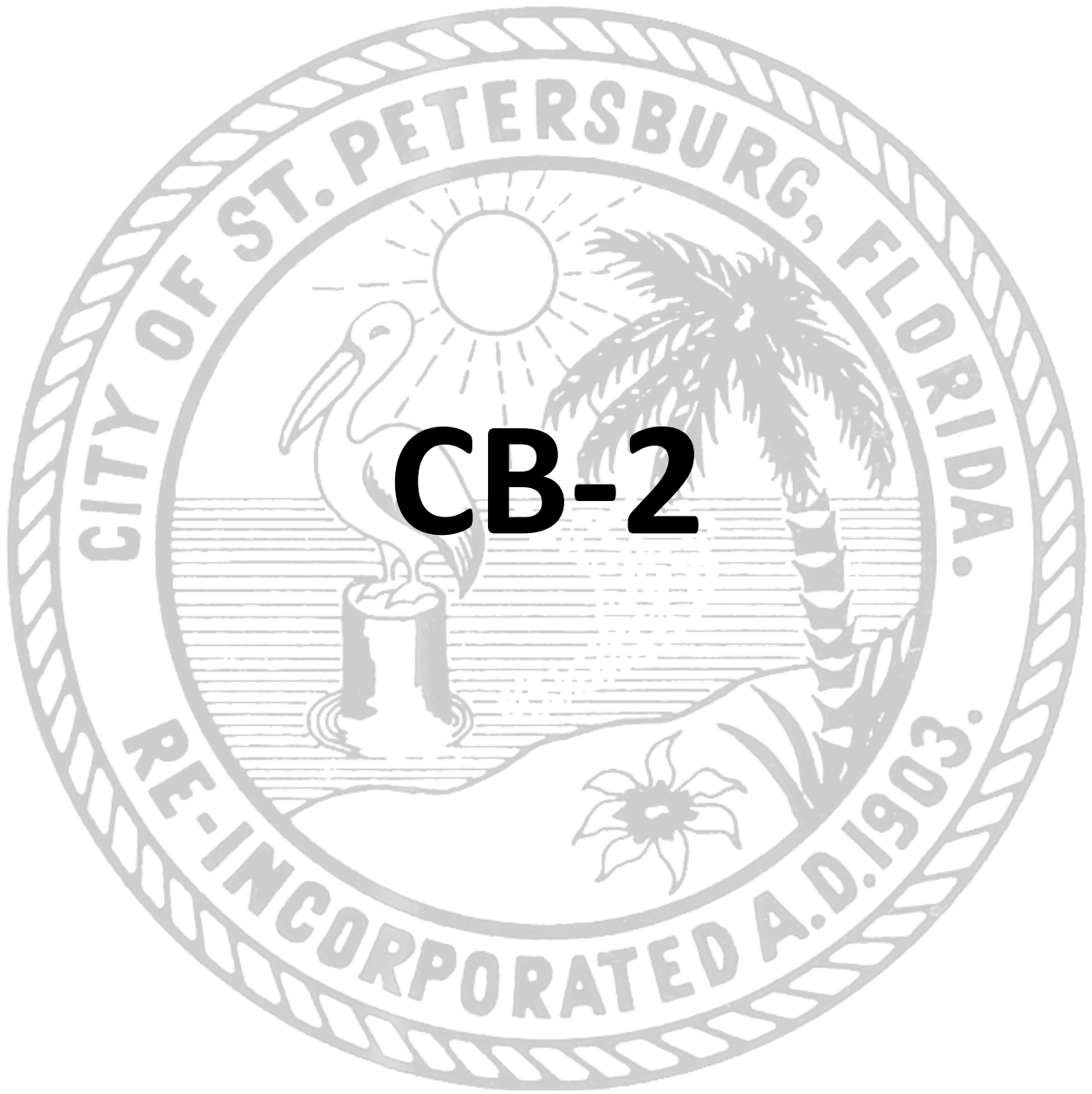
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163510
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Custodial&EventSupport, SunknG & Coliseum, June 16
Message:	Submitted for your approval, please find attached Consent Write-up for Custodial and Event Support Services, Sunken Gardens and Coliseum, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Stanford, Lance N	Wahl, Margaret Brown	APPROVE	26-MAY-2022	User Defined
2	Zeoli, Joseph F	Zeoli, Joseph F	APPROVE	26-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a bid from D-Mar General Contracting & Development Inc., for the Environmental Studies Area Restroom Renovation project at the Boyd Hill Nature Preserve, in the amount of \$378,490. (Engineering Project No. 15205-117; Oracle No. 14650)

Please scroll down to view the backup material.



CB-2

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022**

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

Subject: Accepting a bid from D-Mar General Contracting & Development Inc., for the Environmental Studies Area Restroom Renovation project at the Boyd Hill Nature Preserve, in the amount of \$378,490. (Engineering Project No. 15205-117; Oracle No. 14650).

Explanation: The Procurement and Supply Management Department received one bid for the Environmental Studies Area Restroom Renovation project. The bid was opened on April 14, 2022 and tabulated as follows:

<u>Bidder</u>	<u>Amount</u>
D-Mar General Contracting & Development, Inc. (Clearwater, FL)	\$378,490

The contractor will furnish all labor, material, services, and equipment necessary for demolition and removal of all interior plumbing and electrical fixtures, demolition and removal of all interior walls, removal of all tile and paint finishes on interior surfaces of exterior walls and removal of concrete slab in restroom areas as needed to facilitate new plumbing, showers, and sloped floors for drainage. The renovations consist of constructing new partitions, new plumbing and electrical fixtures, new showers, new floor, wall and ceiling finishes and replacement of the exterior wood deck and new asphalt shingle roofing.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements, and the Parks and Recreation departments recommend an award to:

D-Mar General Contracting & Development Inc. (Clearwater, FL)\$378,490

D-Mar General Contracting & Development Inc., the sole responsive and responsible bidder, has met the specifications, terms and conditions of IFB No. 8263 dated January 25, 2022. They have performed similar work for the City of Gulfport and have performed satisfactorily.

City Code 2-234, Small Business Enterprise Assistance Program requires a goal to be assigned to all construction projects over \$50,000. The SBE goal assigned to this project was 15%. D-Mar General Contracting & Development, Inc., is a certified Small Business Enterprise of the City.

The contractor will begin work approximately ten calendar days from written Notice to Proceed. Substantial completion is scheduled within one hundred and eighty days (180) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funding has been previously appropriated in the Recreation and Culture Capital Improvements Fund (3029); Environmental Studies Area Restroom Renovation project at the Boyd Hill Nature Preserve (Engineering Project No. 15205-117; Oracle No. 14650).

Attachments: Resolution

RESOLUTION NO.2022-_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT WITH D-MAR GENERAL CONTRACTING & DEVELOPMENT INC. FOR THE ENVIRONMENTAL STUDIES AREA RESTROOM RENOVATION PROJECT AT THE BOYD HILL NATURE PRESERVE IN THE AMOUNT OF \$378,490; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department received one bid for the Environmental Studies Area Restroom Renovation Project pursuant to IFB No. 8263 dated January 25, 2022; and

WHEREAS, D-Mar General Contracting & Development Inc., the sole responsive and responsible bidder, has met the specifications, terms and conditions of IFB No. 8263; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Engineering and Capital Improvements and the Parks and Recreation Departments 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 with D-Mar General Contracting & Development Inc. for the Environmental Studies Area Restroom Renovation Project at the Boyd Hill Nature Preserve in the amount of \$378,490 is hereby approved.

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

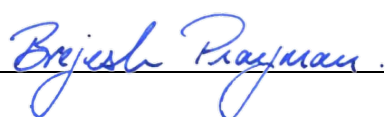
This resolution shall become effective immediately upon its adoption.


LEGAL:



00623964

DEPARTMENT:



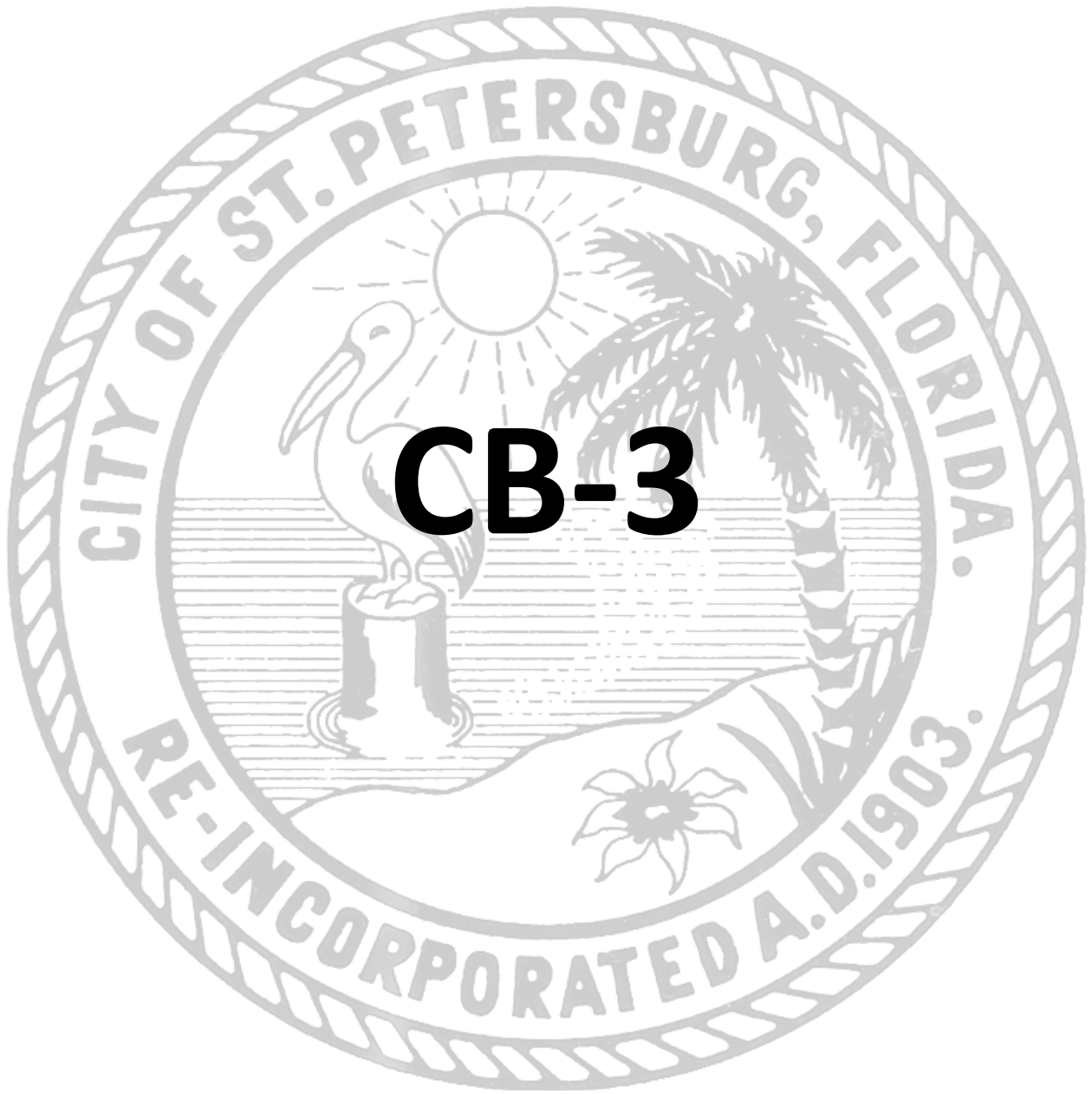
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163513
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Environmental Studies Area, Restrm Reno., June 16
Message:	Submitted for your approval, please find attached Consent Write-up for Environmental Studies Area, Restroom Renovation, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	26-MAY-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	26-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from WSG & Solutions Inc., a sole source supplier, for two replacement grit washers at the Southwest Water Reclamation Facility (SWWRF), for the Water Resources Department, for a total cost of \$261,765.

Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Accepting a proposal from WSG & Solutions Inc., a sole source supplier, for two replacement grit washers at the Southwest Water Reclamation Facility (SWWRF), for the Water Resources Department, for a total cost of \$261,765.

Explanation: The vendor will furnish and deliver two grit washers and controls. This equipment is a grit washing system and is used in municipal wastewater treatment to remove settled stones, grit, and sand at the headworks structure. The two existing grit washers are 25 years old have exceeded their expected lifespan and need replacement. Replacing these defective grit washers will ensure continued operation and performance of the grit system.

WSG & Solutions Inc. is the manufacturer of the existing grit washing system and compatibility of the replacement grit washers is the paramount consideration.


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

WSG & Solutions Inc. (Montgomeryville, PA)	\$261,765	
Equipment, Grit Washer, Model NEMA 4X 2 ea @	\$130,882.50	\$261,765

This purchase is made in accordance with Section 2-212 (a) (1) of the Procurement Code, where the compatibility of equipment, accessories, or replacement parts is the paramount consideration.

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

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					160980
Name:	Sparks, Robert E	Request Date:	10-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Sole Source WSG & Solutions
Message:	Sole Source WSG & Solutions
Supporting Documentation:	Sole Source Form WSG Solutions 5-10-22.pdf

	Approver	Completed By	Response	Response Date	Type
0	Sparks, Robert E		SUBMITTED	10-MAY-2022	
1	Witbracht, Chad William	Witbracht, Chad William	APPROVE	10-MAY-2022	User Defined
2	Rhea, Lisa Robinson	Rhea, Lisa Robinson	APPROVE	11-MAY-2022	User Defined
3	Palenchar, John Edward	Palenchar, John Edward	APPROVE	11-MAY-2022	User Defined
4	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	11-MAY-2022	User Defined
5	Dewar, Karen M	Dewar, Karen M	APPROVE	12-MAY-2022	User Defined
		Note: Justified per AW			
6	Malone, David Earl	Malone, David Earl	APPROVE	12-MAY-2022	User Defined

RESOLUTION 2022-_____

A RESOLUTION DECLARING WSG & SOLUTIONS INC. (“WSG”) TO BE A SOLE SOURCE SUPPLIER FOR WSG GRIT WASHERS; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE OF TWO (2) WSG GRIT WASHERS FROM WSG FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST OF \$261,765; 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 two (2) grit washers from WSG & Solutions Inc. (“WSG”) to replace grit washers at the Southwest Water Reclamation Facility (SWWRF); and

WHEREAS, a sole source purchase is necessary because WSG is the manufacturer of the existing grit washing system at the SWWRF and compatibility of the replacement grit washers is the paramount consideration; and

WHEREAS, Section 2-212 of the St. Petersburg 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 award to WSG, 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 WSG & Solutions Inc. (“WSG”) is declared a sole source supplier for WSG grit washers.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase of two (2) WSG grit washers from WSG for the Water Resources Department at a total cost of \$261,765 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.


LEGAL:



00623965

DEPARTMENT:



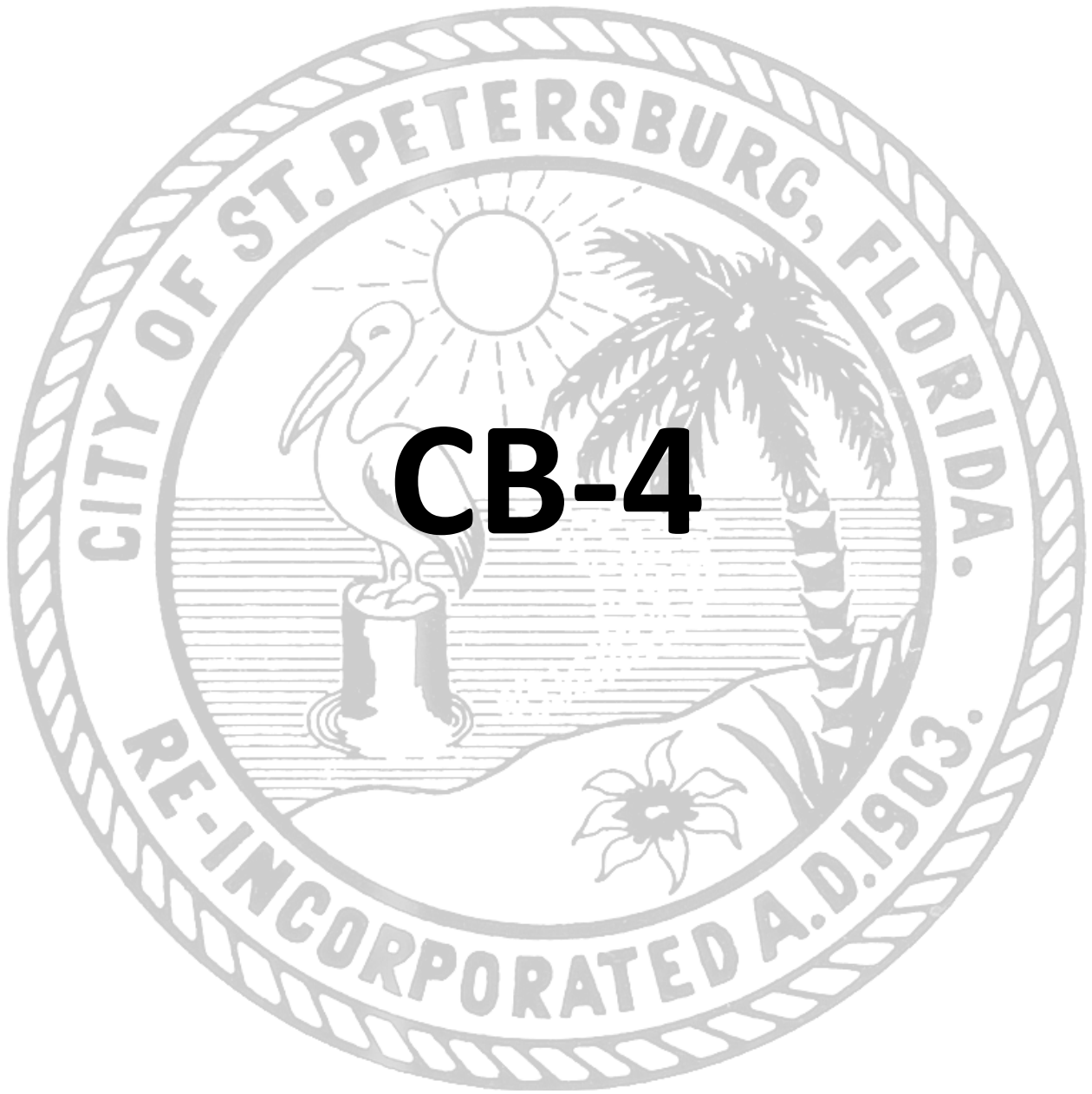
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163498
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Grit WASHER, June 16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for a Grit Washer, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	26-MAY-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Eutek Systems Inc., a sole source supplier, for two replacement Grit King grit removal units at the Southwest Water Reclamation Facility (SWWRF), for the Water Resources Department, for a total cost of \$249,000.

Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Accepting a proposal from Eutek Systems Inc., a sole source supplier, for two replacement Grit King grit removal units at the Southwest Water Reclamation Facility (SWWRF), for the Water Resources Department, for a total cost of \$249,000.

Explanation: The vendor will furnish and deliver two Grit King grit removal units that are used in municipal wastewater treatment to remove settled stones, grit, and sand at the headworks structure. The two existing Grit Kings units are 25 years old and have exceeded their expected lifespan and need replacement. Replacement of the defective grit removal units will ensure the continued operation and performance of the grit system.

Eutek Systems Inc., is the manufacturer of the existing grit removal system and compatibility of the replacement units is paramount.


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

Eutek Systems Inc. (Hillsboro, OR)				\$249,000
Equipment, Grit Remover, Model Grit King	2	ea @	\$124,500	\$249,000

This purchase is made in accordance with Section 2-212 (a)(1) of the Procurement Code, where the compatibility of equipment, accessories, or replacement parts is the paramount consideration.

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

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					160933
Name:	Sparks, Robert E	Request Date:	10-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Sole Source Eutek Grit King
Message:	Sole Source Eutek Grit King
Supporting Documentation:	Sole source Eutek 5-10-22.pdf

	Approver	Completed By	Response	Response Date	Type
0	Sparks, Robert E		SUBMITTED	10-MAY-2022	
1	Witbracht, Chad William	Witbracht, Chad William	APPROVE	10-MAY-2022	User Defined
2	Rhea, Lisa Robinson	Rhea, Lisa Robinson	APPROVE	10-MAY-2022	User Defined
3	Palenchar, John Edward	Palenchar, John Edward	APPROVE	10-MAY-2022	User Defined
4	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	11-MAY-2022	User Defined
5	Dewar, Karen M	Dewar, Karen M	APPROVE	12-MAY-2022	User Defined
		Note: Justified per AW			
6	Malone, David Earl	Malone, David Earl	APPROVE	12-MAY-2022	User Defined

RESOLUTION 2022-_____

A RESOLUTION DECLARING EUTEK SYSTEMS INC. (“EUTEK”) TO BE A SOLE SOURCE SUPPLIER FOR GRIT KING GRIT REMOVAL UNITS; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE OF TWO (2) GRIT KING GRIT REMOVAL UNITS FROM EUTEK FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST OF \$249,000; 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 purchase two (2) Grit King grit removal units from Eutek Systems Inc. (“Eutek”) to replace grit removal units at the Southwest Water Reclamation Facility (SWWRF); and

WHEREAS, a sole source purchase is necessary because Eutek is the manufacturer of the existing grit removal units at the SWWRF and compatibility of the replacement grit removal units is the paramount consideration; and

WHEREAS, Section 2-212 of the St. Petersburg 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 award to Eutek Systems 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 Eutek Systems Inc. (“Eutek”) is declared a sole source supplier for Grit King grit removal units.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase of two (2) Grit King grit removal units from Eutek for the Water Resources Department at a total cost of \$249,000 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.


LEGAL:



00623961

DEPARTMENT:



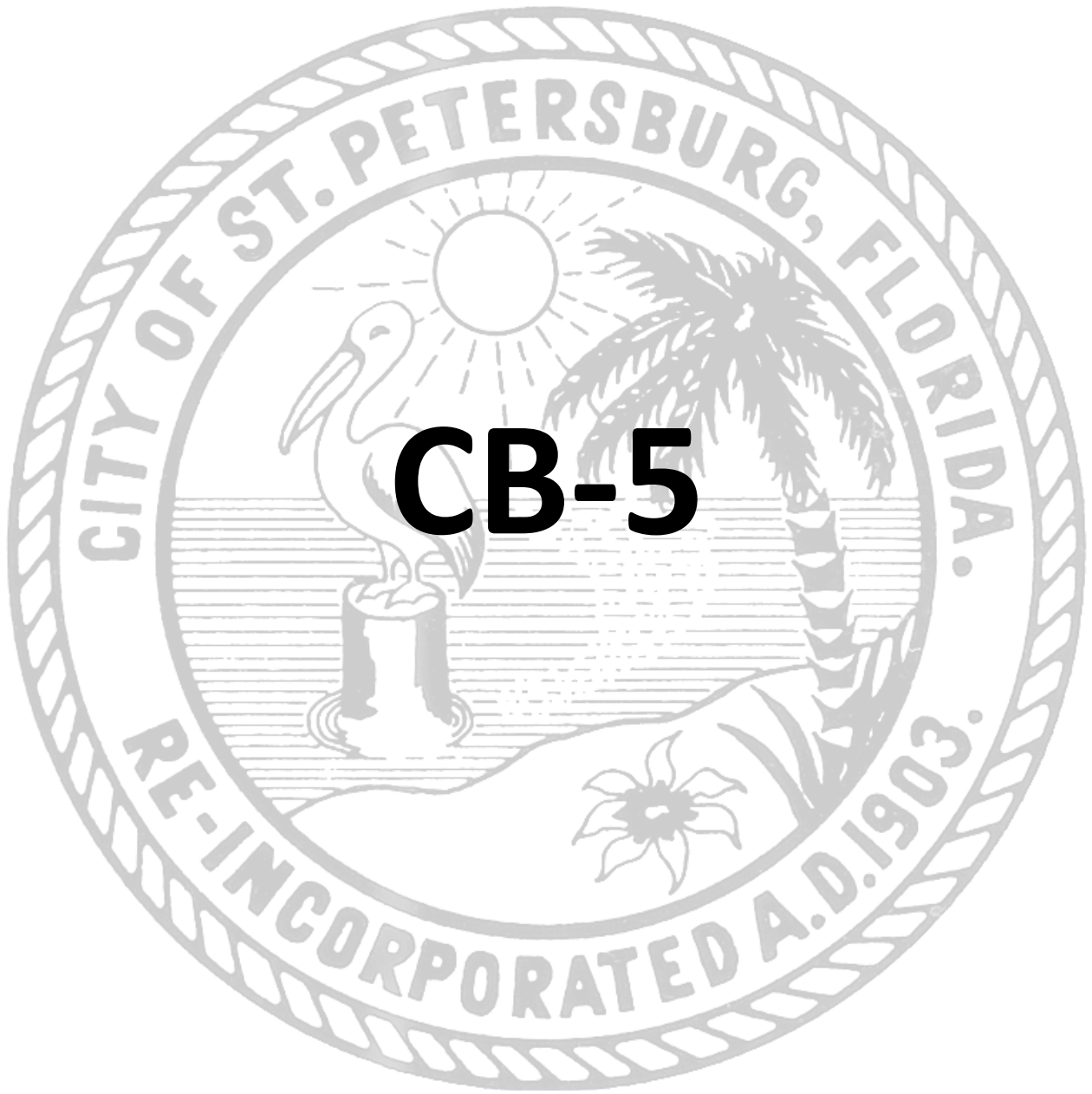
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163496
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Grit REMOVER, June 16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for a Grit Remover, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	26-MAY-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	27-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a one-year blanket purchase agreement with Steven E. O'Neal, PhD P.A., for a total contract amount of \$125,490.

Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Approving the renewal of a one-year blanket purchase agreement with Steven E. O’Neal, PhD P.A., for a total contract amount of \$125,490.

Explanation: On November 1, 2019, the Police Department entered into a one-year blanket purchase agreement for health services, applicant screening through October 31, 2020, with four (4) one-year renewals. On October 1, 2020, administration approved the first renewal option, and no additional funds were needed. On October 21, 2021, administration approved the second renewal option and increased the contract amount to \$95,490. This is the third renewal in the amount of \$30,000. The agreement has a fourth, one-year renewal option remaining.

The vendor provides psychological examinations and other related services for the City of St. Petersburg Police Department. Services include, but are not limited to, psychological screening and testing, participating in hiring meetings, reporting, and providing professional testimony as may be required.

The Procurement and Supply Management Department, in cooperation with the Police Department, recommends for renewal:

Steven E. O’Neal, PhD P.A. (Clearwater, FL)..... \$30,000

Original agreed amount	\$63,450
1 st renewal	0
2 nd renewal	32,040
3 rd renewal	30,000
Total agreement amount	<u>\$125,490</u>

The vendor has agreed to renew under the same terms and conditions of the RFP No. 7322, dated June 14, 2019. Administration recommends renewal of the agreement based on the vendor’s satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from November 1, 2022, through October 31, 2023.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department, Training Division (140.1397).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE THIRD RENEWAL OPTION TO THE AGREEMENT WITH STEPHEN E. O'NEAL, PHD P.A. FOR HEALTH SERVICES AND APPLICANT SCREENING FOR THE POLICE DEPARTMENT TO EXTEND THE TERM THROUGH OCTOBER 31, 2023 AND INCREASE THE CONTRACT AMOUNT BY \$30,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$125,490; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on November 1, 2019, the City entered into a one-year agreement with four, one-year renewal options with Stephen E. O'Neal, PhD P.A. at a total contract amount not to exceed \$63,450 for the initial term ending October 31, 2020 ("Agreement"); and

WHEREAS, on October 1, 2020, Administration exercised the first renewal option to extend the term of the Agreement with no increase to the contract amount; and

WHEREAS, on October 1, 2021, Administration exercised the second renewal option to extend the term of the Agreement and an increase to the contract amount in the amount of \$32,040 for a total contract amount of \$95,490; and

WHEREAS, the City now desires to exercise the third renewal option to extend the term of the Agreement through October 31, 2023 and increase the contract amount in the amount of \$30,000 for this renewal term; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Police Department, recommend approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the third renewal option to the agreement with Stephen E. O'Neal, PhD

P.A. for health services and applicant screening to extend the term through October 31, 2023 and increase the contract amount in the amount of \$30,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above-referenced agreement shall not exceed \$125,490.

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.

LEGAL:

Christina Boussias
00624946

DEPARTMENT:

Mr. McDermott



-- City of St. Petersburg Authorization Request --

General Authorization**Request #**

163519

Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED
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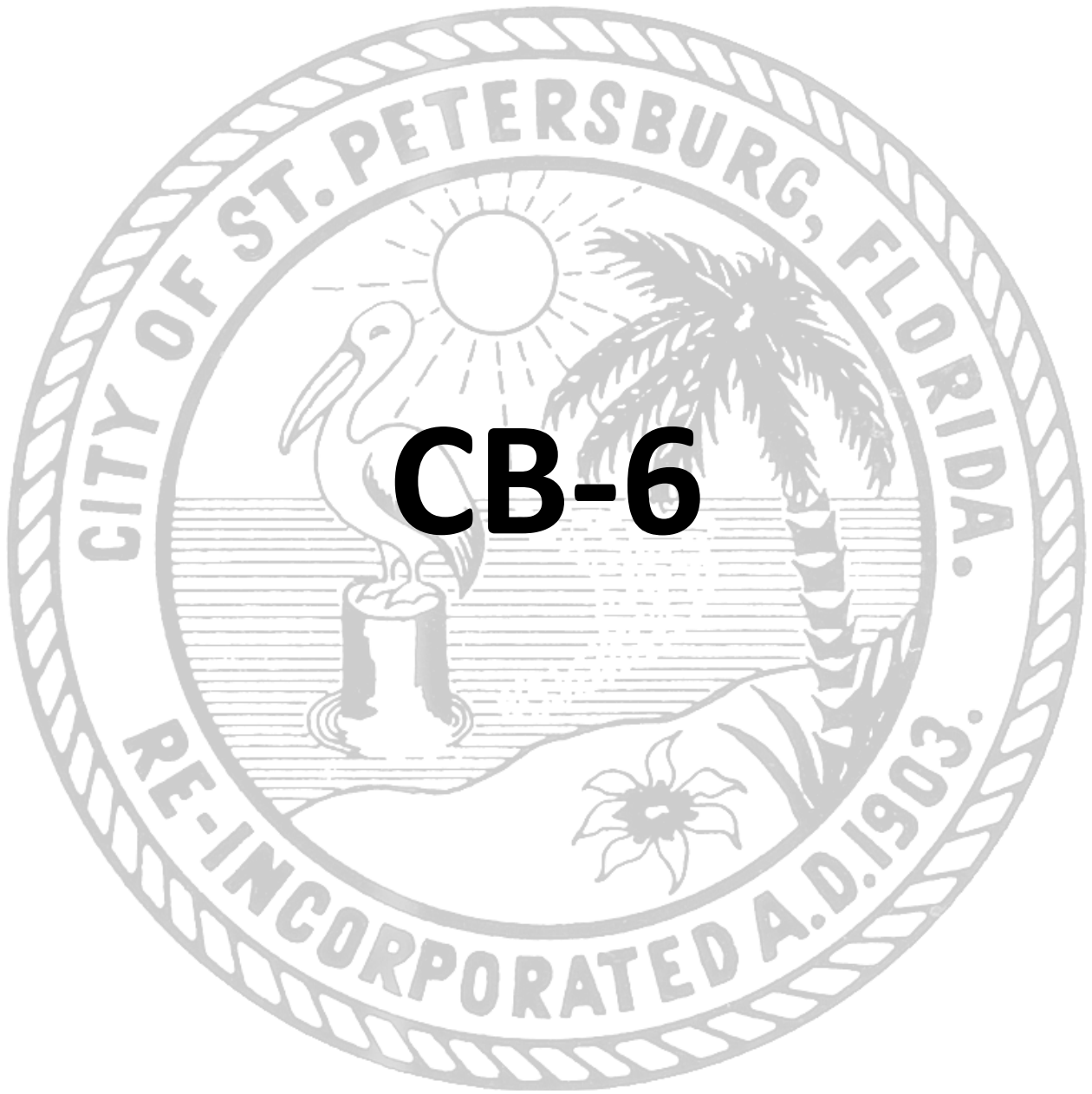
Authorization Request

Subject:	Health Services, Applicant Screening, 6/16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Health Services, Applicant Screening, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Stanford, Lance N	Wahl, Margaret Brown	APPROVE	26-MAY-2022	User Defined
2	McDonald, Michael L	McDonald, Michael L	APPROVE	26-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the purchase of uninterrupted power supply repair services from Vertiv Corporations for the Police Department, at a total cost of \$18,865.

Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

Subject: Approving the purchase of uninterrupted power supply repair services from Vertiv Corporations for the Police Department, at a total cost of \$18,865.

Explanation: One of our six (6) paralleled uninterrupted power supply (UPS) systems which serves continuous power feeds to the Police Department, Emergency Communications Center, the City’s Data Center, and the City’s Emergency Operations Center has failed and is need of immediate repair. The Police Department has redundant power for all critical operational systems. However, given this UPS failure our Critical Systems and City Emergency Operations are at risk of becoming inoperable during a significant weather event or a power surge.

Vertiv Corporation is the only authorized service provider for the Liebert power product line which includes UPS systems, power distribution units (PDU), and critical power system monitoring products, with 850 technical experts and support personnel operating 24x7x365 that provide power product services. Vertiv has the expertise and access to the proprietary software used to program internal safety systems and controls which protect critical loads, has the technical proprietary expertise to effectively troubleshoot and make repairs, as well as install critical upgrade firmware to ensure the City’s UPS and PDU systems have the most up-to-date operating systems installed in each of the UPS components.

The Procurement and Supply Management Department, in cooperation with the Police Department, recommends:


Vertiv Corporation (Columbus, OH)..... \$18,865

Per Section 2-205(b) of the Procurement Code, City Council approval is required if the entity selected to provide services for \$75,000 or less takes exceptions to the City’s standard terms and conditions set forth in the solicitation documents or attached to a purchase order. The exception being addressed within this agreement is the liability provision. The vendor has affirmed a maximum of a \$1,000,000 liability cap (with the exception that gross negligence or egregious acts may exceed the cap). Due to the critical nature of UPS system and its components, it is essential to establish this service agreement to ensure operational continuity, in lieu of potentially limited liability.

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 General Fund (0001), Police Department, Maintenance Unit (140-1393).

Attachments: Sole Source
Resolution

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					150379
Name:	Henderson, Douglas W	Request Date:	01-MAR-2022	Status:	APPROVED

Authorization Request	
Subject:	VERTIV Corporation Sole Source Form
Message:	VERTIV Corporation sole source information for replacing the failed Power Module #1 in UPS-A1 which feed power to the Emergency Operations Center and Emergency Communications Center at the Police Headquarters.
Supporting Documentation:	2022-02-10 VERTIV Repair Proposal 259912 UPS-A1 Proposal and Sole Source.pdf

	Approver	Completed By	Response	Response Date	Type
0	Henderson, Douglas W		SUBMITTED	01-MAR-2022	
1	McDonald, Michael L	McDonald, Michael L	APPROVE	01-MAR-2022	User Defined
2	Dewar, Karen M	Dewar, Karen M	APPROVE	01-MAR-2022	User Defined
		Note:	Justified per KW - Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration.		
3	Williamson, Kaela C T	Williamson, Kaela C T	APPROVE	01-MAR-2022	User Defined

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF UNINTERRUPTED POWER SUPPLY REPAIR SERVICES FROM VERTIV CORPORATION FOR THE POLICE DEPARTMENT AT A TOTAL COST OF \$18,865; UTILIZING SECTION 2-212 (A)(1) AUTHORIZING SOLE SOURCE PROCUREMENT; 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 uninterrupted power supply repair services (the "Purchase") from Vertiv Corporation for the Police Department at a total cost of \$18,865; and

WHEREAS, the 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; and

WHEREAS, pursuant to Section 2-205(b) of the Procurement Code, City Council approval is required if the entity selected to provide services for \$75,000 or less takes exceptions to the City's standard terms and conditions set forth in the solicitation documents or attached to a purchase order; and

WHEREAS, the Procurement and Supply Management Department in cooperation with the Police Department 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 uninterrupted power supply repair services from Vertiv Corporation for the Police Department at a total cost of \$18,865 utilizing Section 2-212 (a)(1) authorizing the use of sole source procurement is hereby approved.

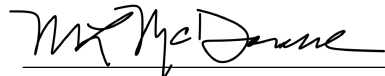
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.


This Resolution shall become effective immediately upon its adoption.

Legal:

/s/ Ben James
00624867

Department:



 <p>-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					163518
Name:	Pocengal, Nicholas W	Request Date:	26-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Uninterrupted Power Supply Repair, June 16 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Uninterrupted Power Supply Repair, scheduled to go before City Council on June 16, 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	26-MAY-2022	
1	Stanford, Lance N	Wahl, Margaret Brown	APPROVE	26-MAY-2022	User Defined
2	McDonald, Michael L	McDonald, Michael L	APPROVE	26-MAY-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A resolution approving a supplemental appropriation in the amount of \$59,600 from the unappropriated balance of the Sunken Gardens Operating Fund (1207) to the Enterprise Facilities Department, Sunken Gardens Operations Division (282-2461) to provide the necessary funding for the installation of Foreverlawn on the North Lawn Area of Sunken Gardens; and providing an effective date.
Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: A resolution approving a supplemental appropriation in the amount of \$59,600 from the unappropriated balance of the Sunken Gardens Operating Fund (1207) to the Enterprise Facilities Department, Sunken Gardens Operations Division (282-2461) to provide the necessary funding for the installation of Foreverlawn on the North Lawn Area of Sunken Gardens; and providing an effective date.

EXPLANATION: Sunken Gardens wedding business is highly successful and a substantial portion of overall operating revenues. This high level of use demands a presentable and acceptable lawn for wedding and garden guests. The installation of ForeverLawn on the Wedding Lawn area in 2019 has been well received by customers and allows uninterrupted events and revenue at the venue. In addition, this installation will provide a recurring cost and labor savings. This project was currently slated for FY23 in Sunken Gardens 5-year plan, however due to the success of both rental events and admissions, the cost for this improvement can be accommodated in the current budget year and includes a 20-year warranty.

RECOMMENDATION: Administration recommends approval of the resolution approving a supplemental appropriation in the amount of \$59,600 from the unappropriated balance of the Sunken Gardens Operating Fund (1207) to the Enterprise Facilities Department, Sunken Gardens Operations Division (282-2461); and providing an effective date.

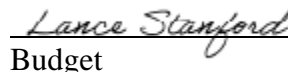
COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of \$59,600 from the unappropriated balance of the Sunken Gardens Operating Fund (1207) to the Enterprise Facilities Department, Sunken Gardens Operations Division (282-2461); and providing an effective date.

APPROVALS:



Administration

For Joe Zeoli



Budget

RESOLUTION NO. 2022-__

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$59,600 FROM THE UNAPPROPRIATED BALANCE OF THE SUNKEN GARDENS OPERATING FUND (1207) TO THE ENTERPRISE FACILITIES DEPARTMENT, SUNKEN GARDENS OPERATIONS DIVISION (282-2461) TO PROVIDE THE NECESSARY FUNDING FOR THE INSTALLATION OF FOREVERLAWN ON THE NORTH LAWN AREA OF SUNKEN GARDENS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sunken Gardens uses the north lawn area for weddings and other events; and

WHEREAS, installation of ForeverLawn on the north lawn area will provide a presentable and acceptable lawn for guests, allow for uninterrupted scheduling of events, and reduce maintenance and replacement costs associated with natural turf; and

WHEREAS, funding for this purchase will be available after approval of a supplemental appropriation from the unappropriated balance of the Sunken Gardens Operating Fund (1207) to the Enterprise Facilities Department, Sunken Gardens Operations Division (282-2461); 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 there is hereby approved from the unappropriated balance of the Sunken Gardens Operating Fund (1207) the following supplemental appropriation for FY22:

<u>Sunken Gardens Operating Fund (1207)</u>	
Enterprise Facilities Department,	
Sunken Gardens Operations Division (282-2461)	\$59,600

This resolution shall become effective immediately upon its adoption.


LEGAL:



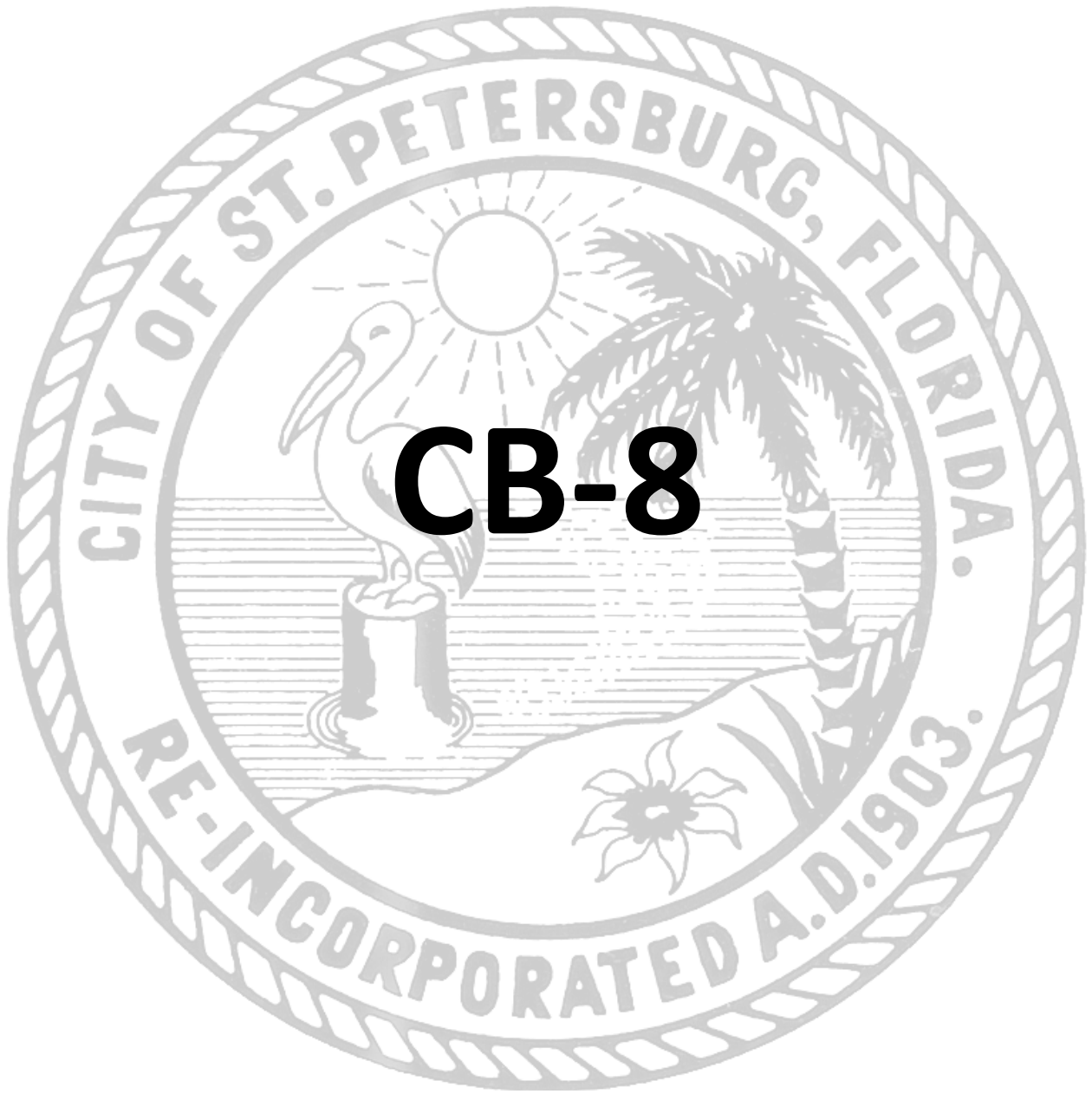
ADMINISTRATION:

_____ For Joe Zeoli

BUDGET DEPARTMENT:



The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a thirty (30) month Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg for an aggregate rent of \$30.00. Requires affirmative vote of at least six (6) members of City Council.
Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2022

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a thirty (30) month Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) Har-Tru tennis courts within City-owned Bartlett Park located at 650 - 18th Avenue South, St. Petersburg for an aggregate rent of \$30.00; and to execute all documents necessary to effectuate same; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: The Tennis Foundation of St. Petersburg, Inc. ("Tennis Foundation") currently leases and operates the St. Petersburg Tennis Center ("Tennis Center") under a twenty (20) year lease agreement ("Long-Term Lease") to provide tennis instruction and other activities within City-owned Bartlett Park located at 650 - 18th Avenue South, St. Petersburg. On June 16, 2016, City Council adopted Resolution No. 2016-256 authorizing the execution of a Short-Term Lease with the Tennis Foundation for a period of three (3) years, commencing July 1, 2016 and ending on June 30, 2019, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts ("Additional Courts") for the Tennis Center with the City's contribution of \$97,000. On November 2, 2017, City Council adopted Resolution No. 2017-630 authorizing increased funding in the amount of \$54,320 to support the environmental compliance of the project as a requirement of the Southwest Florida Water Management Division. On June 13, 2019, City Council adopted Resolution No. 2019-304, authorizing the execution of a new Short-Term Lease with the Lessee for their continued use of the Additional Courts for a term of three (3) years, commencing on July 1, 2019 and ending on June 30, 2022.

Real Estate & Property Management received a request from the Tennis Foundation to extend its use of the premises for a thirty (30) month term at the Tennis Center to continue utilizing the Additional Courts within an area outside the referendum approved premises under the Long-Term Lease. The new Short-Term Lease is required to allow the Tennis Foundation to continue utilizing the area outside the referendum approved Long-Term Lease premises.

The new lease with the Tennis Foundation for the extended premises is for a term of thirty (30) months ("Short-Term Lease") to commence on July 1, 2022 for an aggregate rent of \$30.00, for the Tennis Foundation's patrons continued use of the Additional Courts at the Tennis Foundation's sole cost and expense, subject to City Council approval. The Tennis Foundation is required to comply with all requirements of the Long-Term Lease which are incorporated into the Short-Term Lease. Additionally, the Tennis Foundation shall comply with all requirements of the Long-Term Lease and amendments thereto. The expiration of the new Short-Term Lease shall coincide with the expiration of the Long-Term Lease on December 31, 2024.

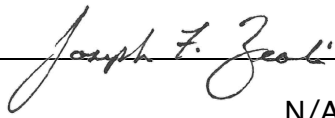

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a thirty (30) month Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) Har-Tru tennis courts within City-owned Bartlett Park located at 650 - 18th Avenue South, St. Petersburg for an aggregate rent of \$30.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

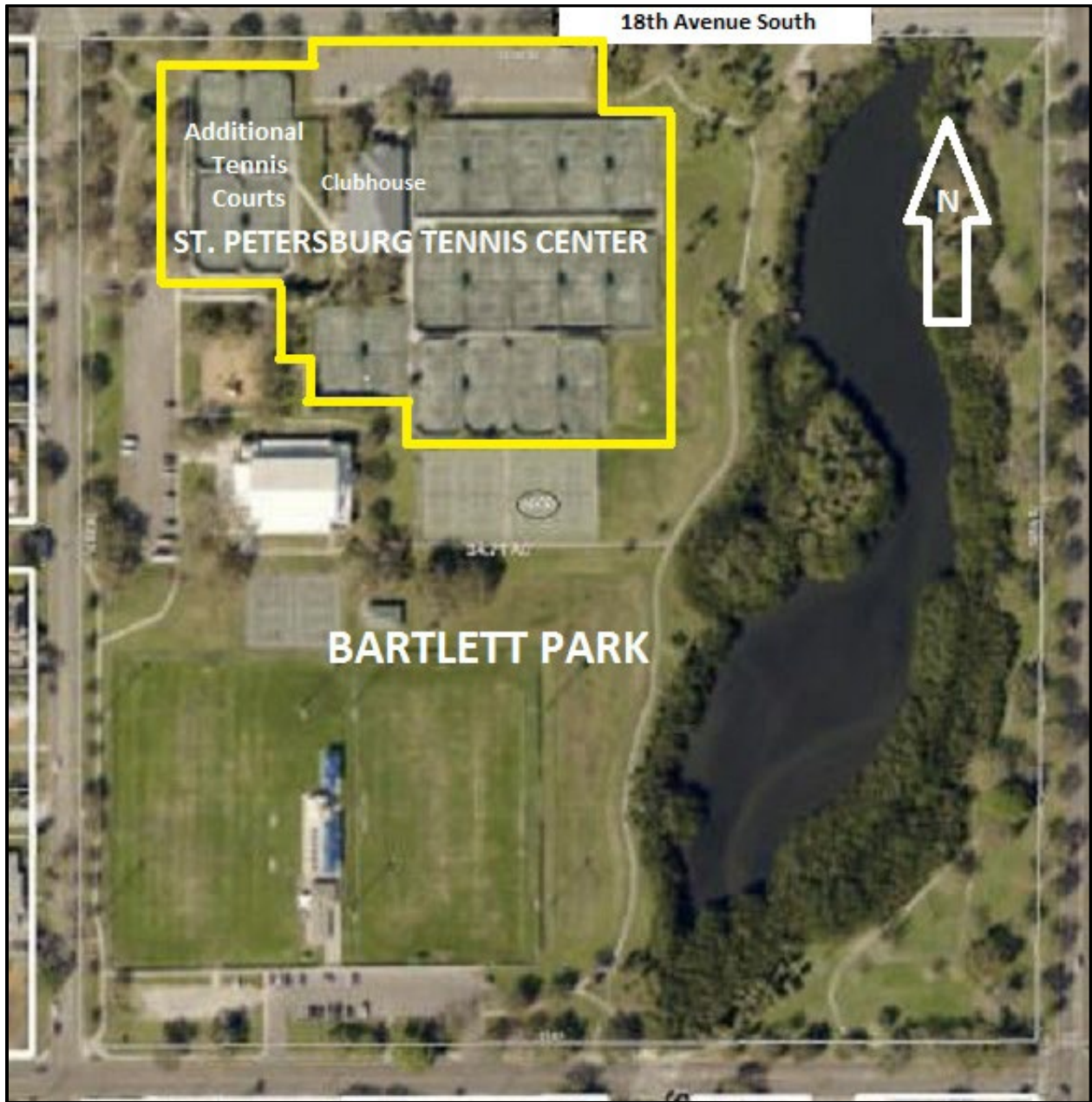
APPROVALS: Administration:


_____ 

Budget:

_____ N/A

ILLUSTRATION



Resolution No. 2022 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A THIRTY (30) MONTH, SHORT-TERM LEASE AGREEMENT WITH THE TENNIS FOUNDATION OF ST. PETERSBURG, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF AN AREA OUTSIDE OF THE REFERENDUM-APPROVED LEASED PREMISES TO ACCOMMODATE THE FOUR (4) HAR-TRU TENNIS COURTS WITHIN CITY-OWNED BARTLETT PARK LOCATED AT 650 - 18TH AVENUE SOUTH, ST. PETERSBURG FOR AN AGGREGATE RENT OF \$30.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tennis Foundation of St. Petersburg, Inc. ("Tennis Foundation") currently leases and operates the St. Petersburg Tennis Center ("Tennis Center") under a twenty (20) year lease agreement ("Long-Term Lease") to provide tennis instruction and other activities within City-owned Bartlett Park located at 650 - 18th Avenue South, St. Petersburg; and

WHEREAS, on June 16, 2016, City Council adopted Resolution No. 2016-256 authorizing the execution of a Short-Term Lease with the Tennis Foundation for a period of three (3) years, commencing July 1, 2016 and ending on June 30, 2019, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts ("Additional Courts") for the Tennis Center with the City's contribution of \$97,000; and

WHEREAS, on June 13, 2019, City Council adopted Resolution No. 2019-304, authorizing the execution of a new Short-Term Lease with the Lessee for their continued use of the Additional Courts for a term of three (3) years, commencing on July 1, 2019 and ending on June 30, 2022; and

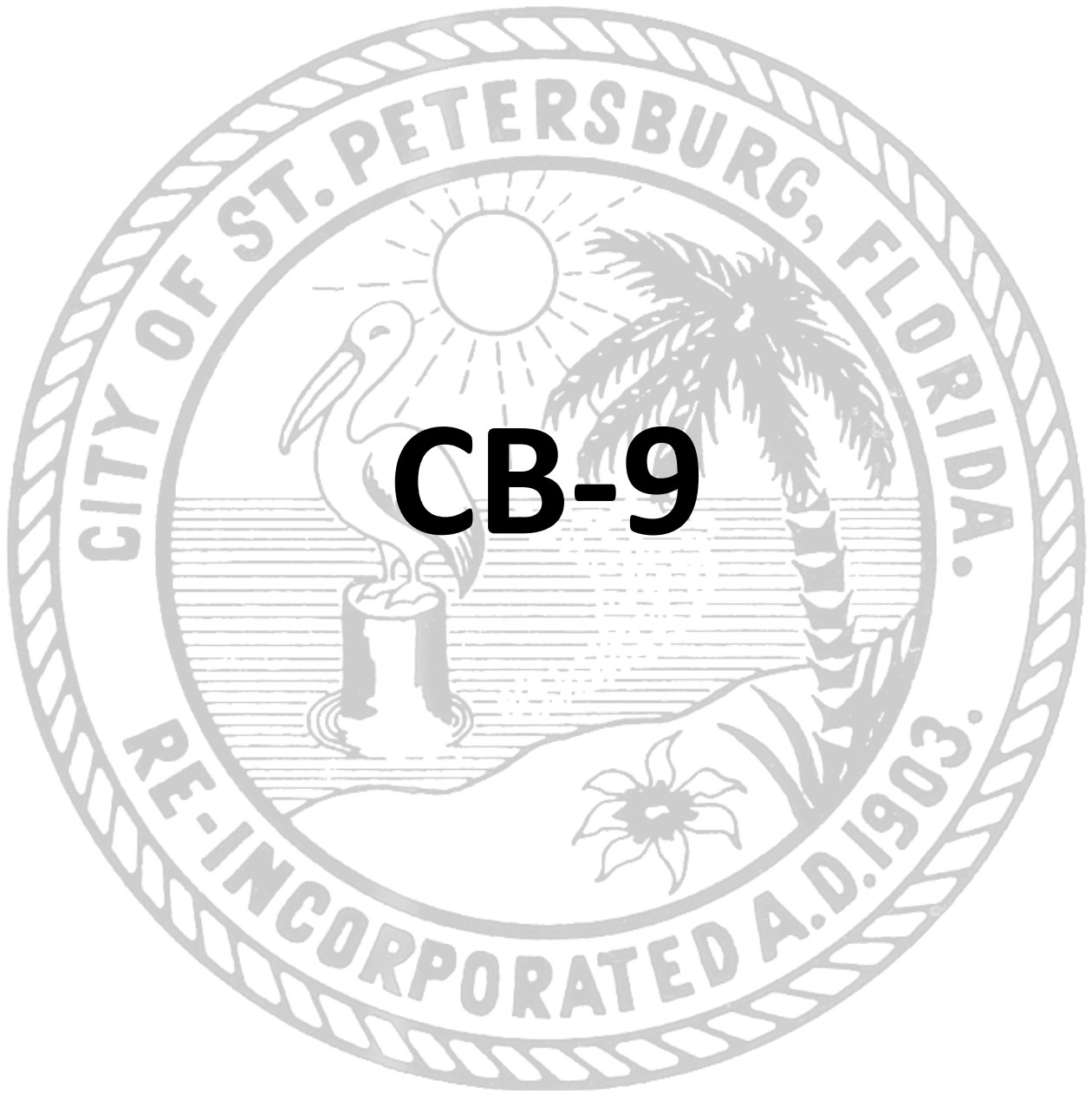
WHEREAS, the Tennis Foundation desires to continue utilizing the Additional Courts for its patrons at the Tennis Center within an area outside the referendum approved premises under the Long-Term Lease; and

WHEREAS, the proposed Short-Term Lease Agreement will be for a term of thirty (30) months, with an expiration date to coincide with the expiration of the Long-Term Lease on December 31, 2024, subject to City Council approval, with the terms and conditions providing the Tennis Foundation with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, the rental rate is thirty dollars (\$30.00) for the entire term; and

WHEREAS, the Tennis Foundation is required to comply with all requirements of the Long-Term Lease which are incorporated into the Short-Term Lease including all amendments thereto; and

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, for a period of thirty-six (36) months at an aggregate fee of \$36.00.
Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2022

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 - 9th Avenue South, St. Petersburg, for a period of thirty-six (36) months at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate & Property Management Department received a request from Lutheran Services Florida, Inc. ("LSF") to enter into a new agreement to continue its operations to provide the Head Start/Early Head Start program ("Head Start Program") to the children and families of St. Petersburg within the Jordan School site, which includes the historic Jordan Elementary School building, parking lot and an area at the rear of the site for the location of one (1) modular structure located at 2390 - 9th Avenue South, St. Petersburg ("Premises"), that LSF has utilized since July 1, 2013. The Premises is legally described in Exhibit "A."

The new License Agreement ("Agreement") is for a term of thirty-six (36) months, scheduled to commence on July 1, 2022, and expire on June 30, 2025, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges provided to the prior operators. LSF will continue to coordinate the Head Start Program at the Premises through its partnering agency, the R'Club Childcare, Inc. ("R'Club"), with LSF being the responsible party for compliance with the Agreement. The aggregate rental rate is thirty-six (\$36.00) for the entire term. LSF is responsible for all interior and exterior maintenance of the buildings and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, LSF will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and has agreed to indemnify and hold harmless the City from and against all claims or demands that may arise or be claimed on account of LSF's use of the Premises.

These terms and conditions are consistent with prior licenses with prior operators of the Head Start Program and other non-profit organizations. Under the terms of the Agreement, the City is under no obligation to locate or provide a replacement Premises under any circumstances.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 - 9th Avenue South, St. Petersburg, for a period of thirty-six (36) months at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration Exhibit "A" and Resolution

APPROVALS: Administration: Joseph F. Zeoli *pw*

Budget: N/A

ILLUSTRATION

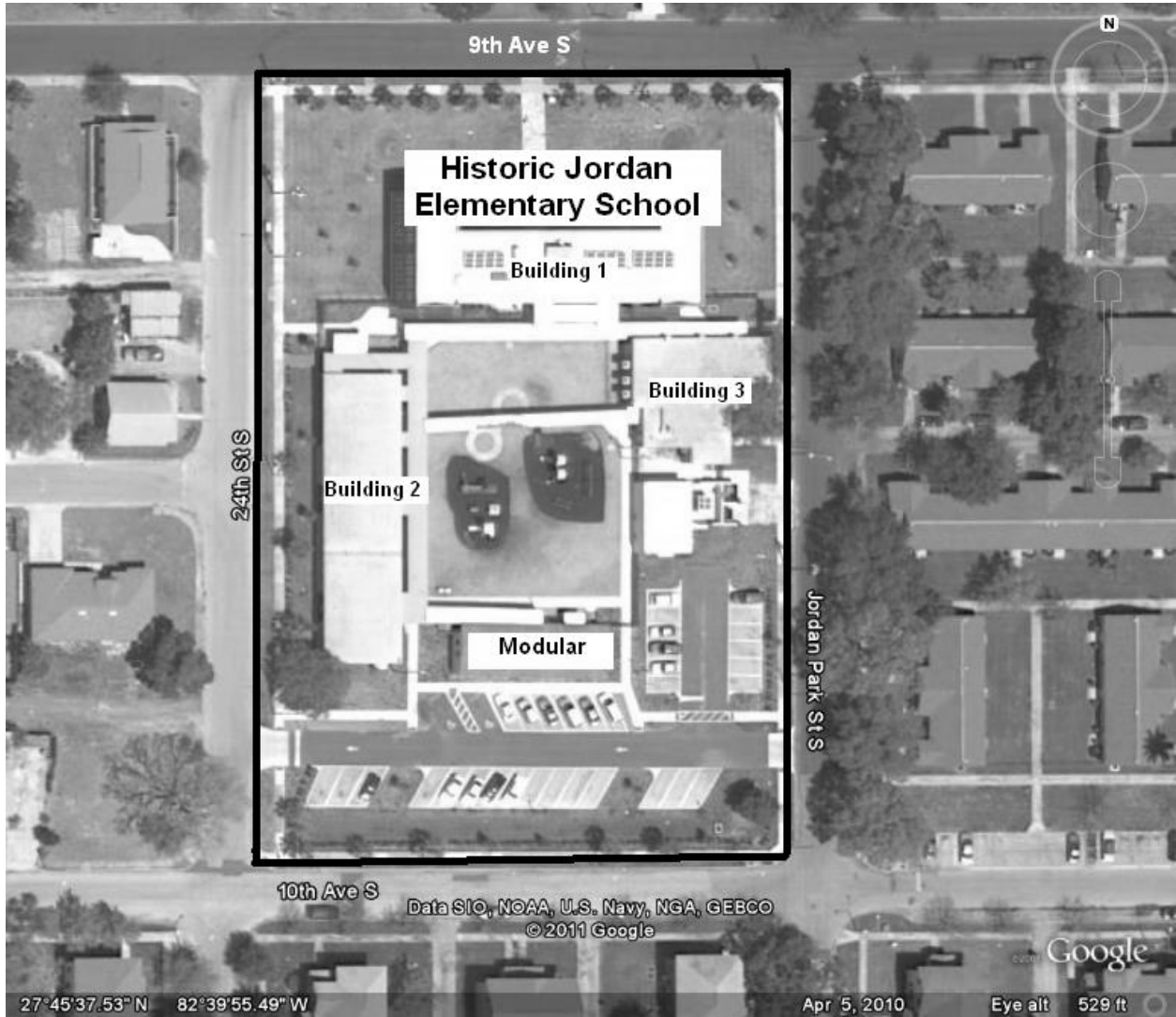


EXHIBIT "A"

(Description of Premises Licensed to Lutheran Services Florida, Inc.)

A TRACT OF LAND THAT IS A PORTION OF:

LOTS 1 THROUGH 7, LOTS 22 THROUGH 35, AND LOTS 50 THROUGH 56, PRATHER'S SIXTH ROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

TOGETHER WITH THAT CERTAIN 40-FOOT RIGHT-OF-WAY (13th AVENUE SOUTH PER PLAT) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOTS 22 THROUGH 28 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOTS 29 THROUGH 35 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, AND BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH;

TOGETHER WITH THAT CERTAIN 10-FOOT RIGHT-OF-WAY (ALLEY PER PLAT) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOTS 29 THROUGH 35 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOTS 50 THROUGH 56 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, AND BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH.

SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RIVET & DISK FOR THE NORTHEAST CORNER OF LOT 1, SAID PRATHER'S SIXTH ROYAL SUBDIVISION; THENCE S 00°11'44" E, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE POINT OF BEGINNING; THENCE S 00°11'44" E, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH, A DISTANCE OF 215.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N 89°59'26" W, OVER AND ACROSS SAID LOTS 50 THROUGH 56, A DISTANCE OF 258.82 FEET TO THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH FOR THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 00°03'01" E, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 89°59'25" E, OVER AND ACROSS SAID LOTS 22 THROUGH 28, A DISTANCE OF 257.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,546 SQUARE FEET OF LAND (1.275 ACRES), MORE OR LESS.

Resolution No. 2022 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH LUTHERAN SERVICES FLORIDA, INC., A FLORIDA NON-PROFIT CORPORATION, FOR THE USE OF THE JORDAN SCHOOL SITE LOCATED AT 2390 - 9TH AVENUE SOUTH, ST. PETERSBURG, FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AN AGGREGATE FEE OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lutheran Services Florida, Inc. ("LSF") desires to continue utilizing the Jordan School site located at 2390 - 9th Avenue South, St. Petersburg, that LSF has utilized for the purpose of providing the Head Start/Early Head Start program ("Head Start Program") to children and families within St. Petersburg since July, 2013; and

WHEREAS, the proposed license agreement ("Agreement") will be for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing LSF with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, LSF will continue to coordinate the Head Start Program at the Premises through its partnering agency, the R'Club Childcare, Inc. ("R'Club"), with LSF being the responsible party for compliance with the Agreement; and

WHEREAS, the aggregate rental rate is thirty-six (\$36.00) for the entire term; and

WHEREAS, LSF is responsible for all interior and exterior maintenance of the buildings and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance.

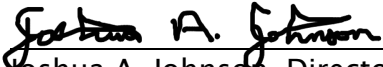
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 - 9th Avenue South, St. Petersburg, for a period of thirty-six (36) months at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:


_____/s/Bradley Tennant
City Attorney (Designee)
00625008

Housing & Community Development:



Joshua A. Johnson, Director

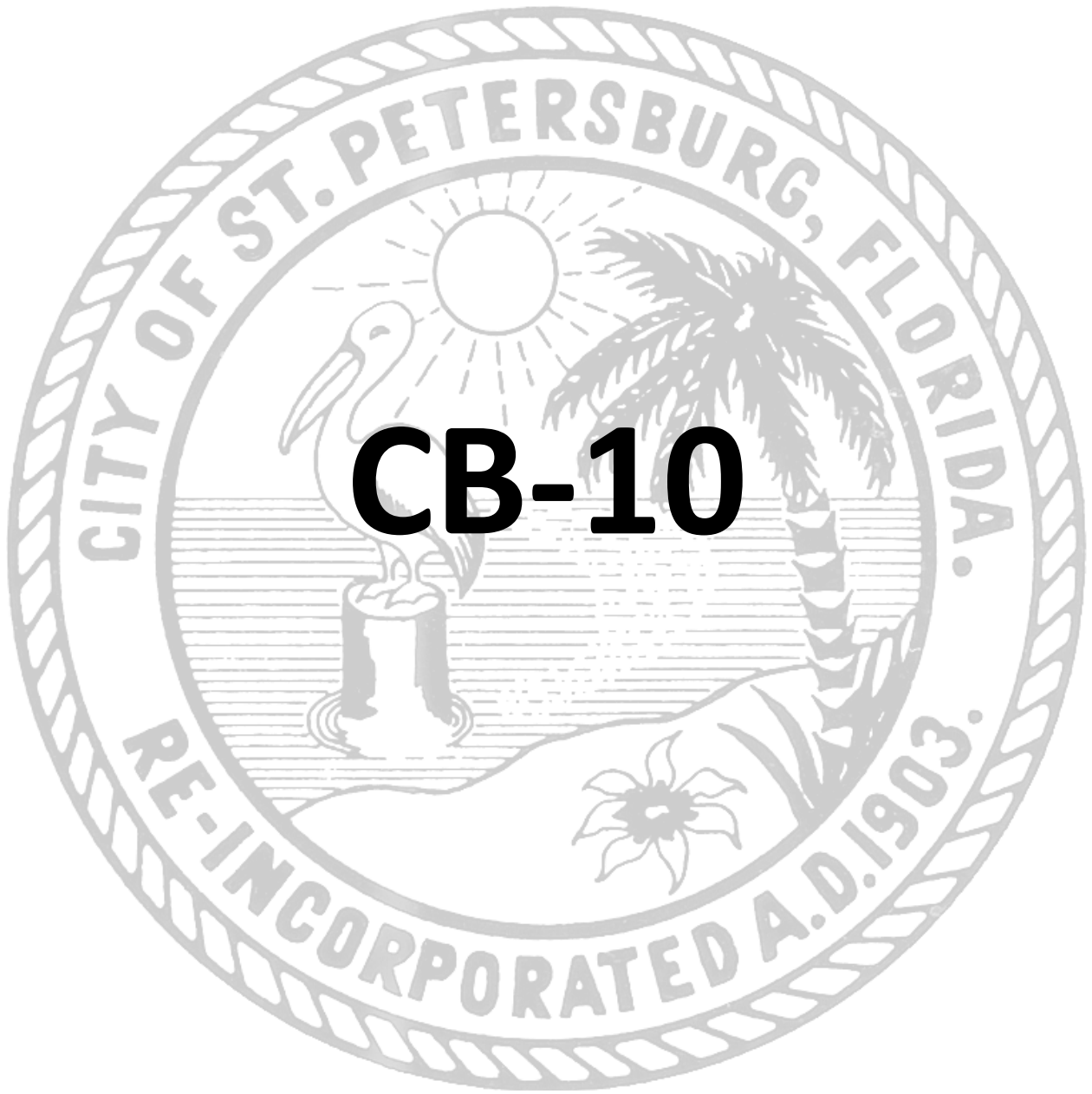
Real Estate and Property Management:



Alfred Wendler, Director

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of thirty-six (36) months at an aggregate rent of \$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.

Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2022

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of thirty-six (36) months at an aggregate rent of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate and Property Management received a request from Northwest Youth Baseball, Inc. ("NYB") to enter into a License Agreement for another three (3) year term, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg that NYB has utilized since 1984.

The new License Agreement ("License") is for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar (\$1.00) per month or thirty-six (\$36.00) for the entire term. The Licensee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance. The City shall provide cleaning services including all consumable materials and maintenance of the restrooms. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a not-for-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior licenses with this and other not-for-profit organizations. Under the terms of the license, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a Florida not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of thirty-six (36) months at an aggregate rent of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: Joseph F. Zeoli *aw*

Budget: N/A

ILLUSTRATION



Resolution No. 2022 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH NORTHWEST YOUTH BASEBALL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF A RESTROOM/CONCESSION STAND/STORAGE BUILDING WITHIN A PORTION OF CITY-OWNED NORTHWEST PARK LOCATED AT 5801 - 22ND AVENUE NORTH, ST. PETERSBURG, FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AN AGGREGATE RENT OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Northwest Youth Baseball, Inc. ("Licensee") desires to continue to license certain City-owned property, which is classified as parkland, to operate a restroom/concession stand/storage building located within a portion of Northwest Park, that the Licensee has utilized since 1984; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of \$36.00, to be paid at the commencement of the License; and

WHEREAS, the Licensee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance except that the City shall provide cleaning services including all consumable materials and maintenance of the restrooms; and

WHEREAS, due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

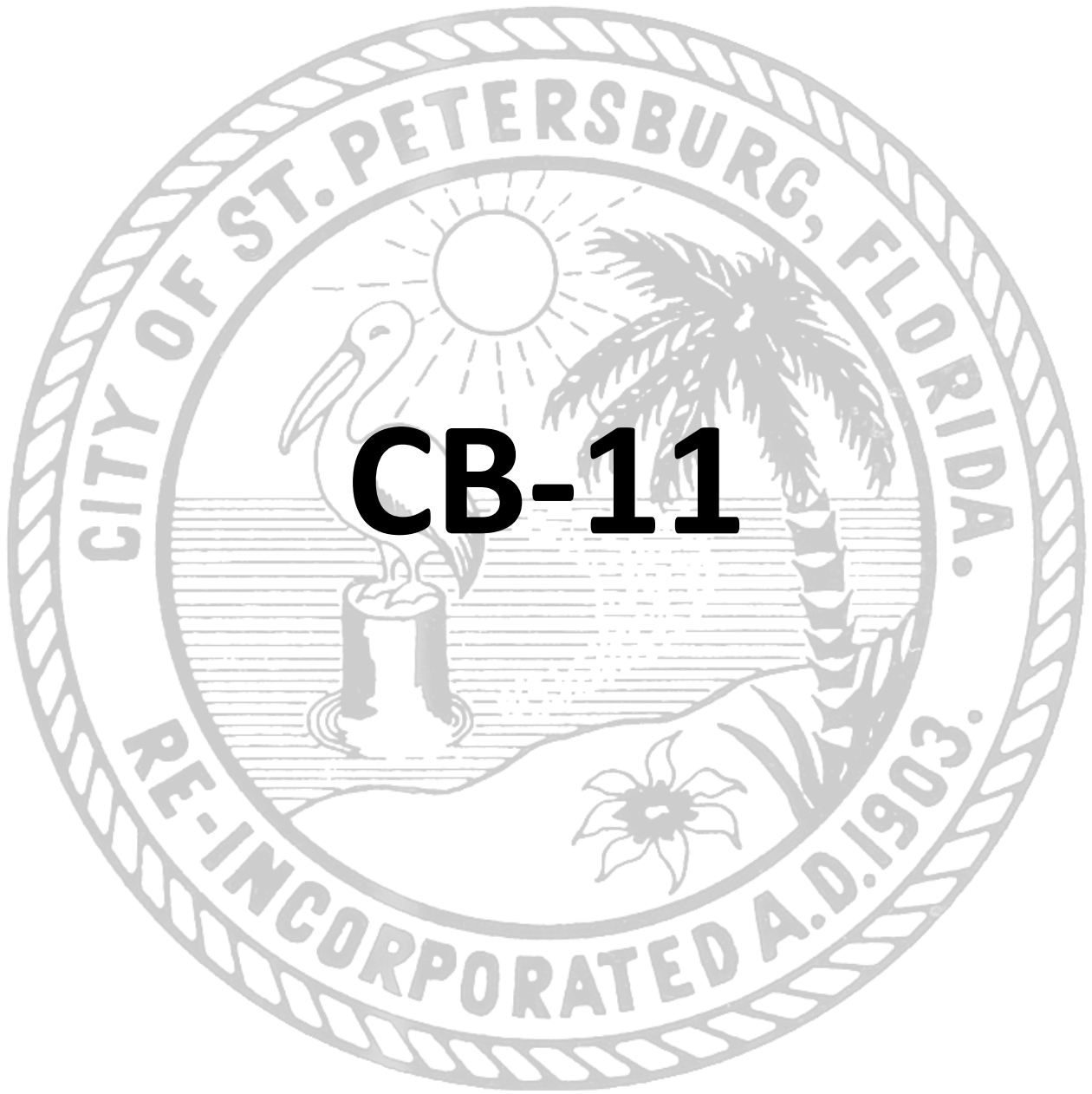
WHEREAS, the License is in accordance with the policies established in City Council Resolution No. 79-740A with the exception that the reserve for replacement requirement is being waived; and

WHEREAS, these terms and conditions are consistent with prior licenses with this and other not-for-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council.

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of \$36.00 for the entire term, plus an additional fee of \$700.00 per month for water and electrical usage; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.

Please scroll down to view the backup material.



CB-11

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2022

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of \$36.00 for the entire term, plus an additional fee of \$700.00 per month for water and electrical usage; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate & Property Management received a request from the Parks & Recreation Department ("Parks") to enter into a new license agreement with the St. Petersburg Shuffleboard Club ("Club") for the use of the shuffleboard recreational facilities consisting of a clubhouse, shuffleboard courts, bleachers, restrooms, tournament booth, the first floor bridge room and the non-exclusive use of the lawn bowling court adjacent to the shuffleboard courts within the Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg ("Premises"), that the Club has utilized since July 1, 2016.

The Club is a not-for-profit social club formed in 1924, and over the years the Club worked with the City of St. Petersburg ("City") on building what became the Premises, beginning with two shuffleboard courts and ending up with the largest shuffleboard facility in the world.

The new License Agreement ("Agreement") with the Club ("Licensee"), is for a term of thirty-six (36) months, subject to City Council approval, with the following major business points:

- The aggregate fee is thirty-six dollars (\$36.00) for the entire term.
- Licensee will pay an additional fee of \$700.00 per month for water and electrical usage, in addition to applicable taxes and insurance.
- Licensee will maintain the interior and exterior of the building Systems within the Premises, as defined in the Agreement, and pay for repairs to the Systems up to \$5,000 annually.
- The Licensee may rent the Premises, or parts thereof, to other organizations for meetings, weddings, and parties.
- The Licensee, Licensee's invitees, or parties renting the Premises from the Licensee, may play live or recorded music which shall cease no later than 11 p.m., and the kitchen facilities shall be used for the preparation, temporary storage, reheating and serving of food but no cooking shall be allowed.

- Subject to the availability of funds, as determined in the City's sole discretion, the City may make any repair that exceeds \$5,000, with the Licensee contributing the first \$5,000 annually.
- City maintenance obligations are limited to repairs necessitated by structural defects in the Premises, and amounts exceeding the specific expense caps noted above; the City will provide maintenance of the greenspace, the Lawn Bowling Court and trimming of all trees within the Premises.
- Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises.
- The Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "... the organization pays operating costs plus a reserve for replacement." Since the Licensee is responsible for maintenance and improvements to the buildings within the Premises for its intended use, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. Under the terms of the Agreement, the City is under no obligation to locate or provide a replacement facility under any circumstances.

The parties are in discussions for the expansion of the current Premises to include the approximately 1,200 square foot Cue House building and an additional 1,800 square feet within the current Shuffleboard Club building. Because the term of the existing agreement expires prior to the anticipated time in which the expanded Premises will be available, the Agreement will provide for adding such expanded Premises subject to certain conditions, which conditions are expected to be met shortly after the commencement of the Agreement.

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Downtown Center - 2 (DC-2).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of \$36.00 for the entire term, plus an additional fee of \$700.00 per month for water and electrical usage; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

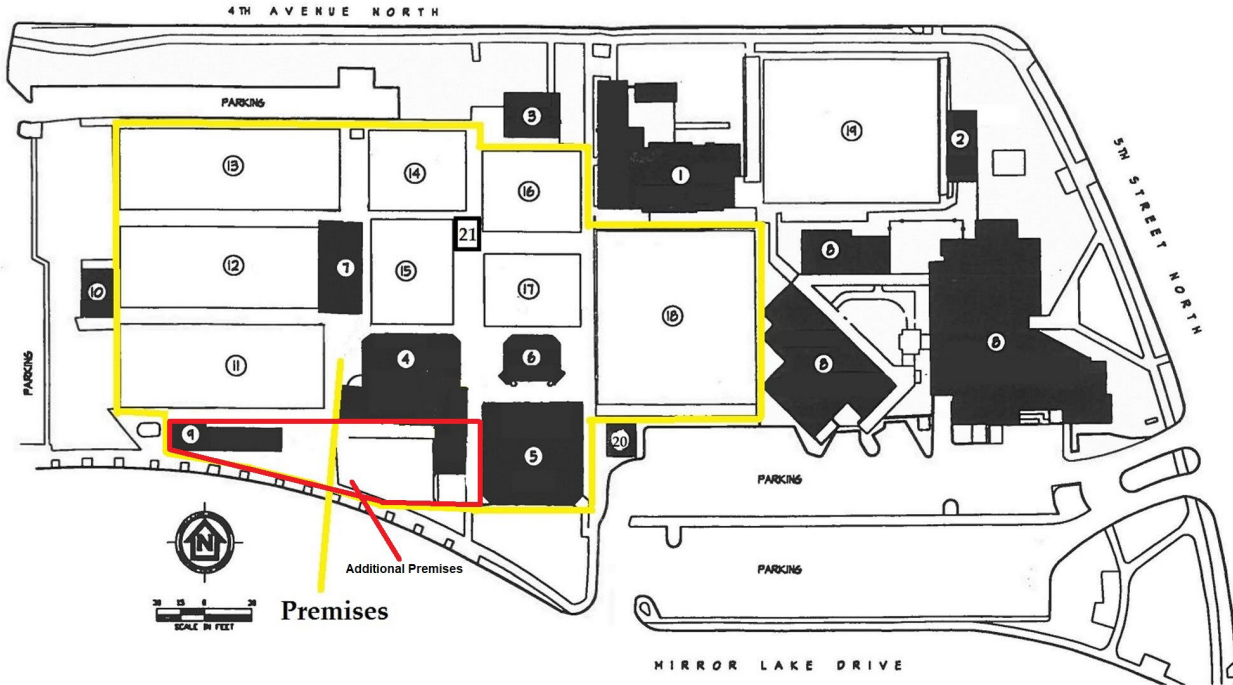
ATTACHMENTS: Illustration and Site Map and Resolution

APPROVALS: Administration: Joseph F. Zeoli *pw*
Budget: N/A

ILLUSTRATION AND SITE MAP



- | | | | | | |
|---|-------------------|----|-----------------------|----|-----------------------|
| 1 | LAWN BOWLING CLUB | 9 | CUE HOUSE | 17 | 8 COURTS NOT NUMBERED |
| 2 | TESTING BUILDING | 10 | Bicycle Co-op | 18 | LAWN BOWLING COURT |
| 3 | CHESS CLUB | 11 | COURTS 24 - 44 | 19 | LAWN BOWLING COURT |
| 4 | SHUFFLEBOARD CLUB | 12 | COURTS 45 - 60 | 20 | Maintenance Shed |
| 5 | BALLROOM (BRIDGE) | 13 | COURTS 1 - 18 | 21 | Tournament Booth |
| 6 | COMFORT STATION | 14 | COURTS 21 - 28 | | |
| 7 | BLEACHERS | 15 | COURTS 1 - 8 | | |
| 8 | SUNSHINE CENTER | 16 | 8 COURTS NOT NUMBERED | | |



Resolution No. 2022 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE ST. PETERSBURG SHUFFLEBOARD CLUB, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF THE SHUFFLEBOARD FACILITIES WITHIN THE CITY-OWNED HISTORIC MIRROR LAKE RECREATION COMPLEX LOCATED AT 559 MIRROR LAKE DRIVE NORTH, ST. PETERSBURG, FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR AN AGGREGATE FEE OF \$36.00 FOR THE ENTIRE TERM, PLUS AN ADDITIONAL FEE OF \$700.00 PER MONTH FOR WATER AND ELECTRICAL USAGE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Shuffleboard Club ("Licensee") desires to continue to license certain City-owned real property for use of the shuffleboard facilities and the non-exclusive use of the lawn bowling court adjacent to the shuffleboard courts within the historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg ("Premises") that the Licensee has utilized since July 1, 2016; and

WHEREAS, the proposed License Agreement ("Agreement") will be for a term of thirty-six (36) months, at an aggregate rent of \$36.00, to be paid at the commencement of the Agreement, with the Licensee paying an additional fee of \$700.00 per month for water and electrical usage, in addition to applicable taxes and insurance; and

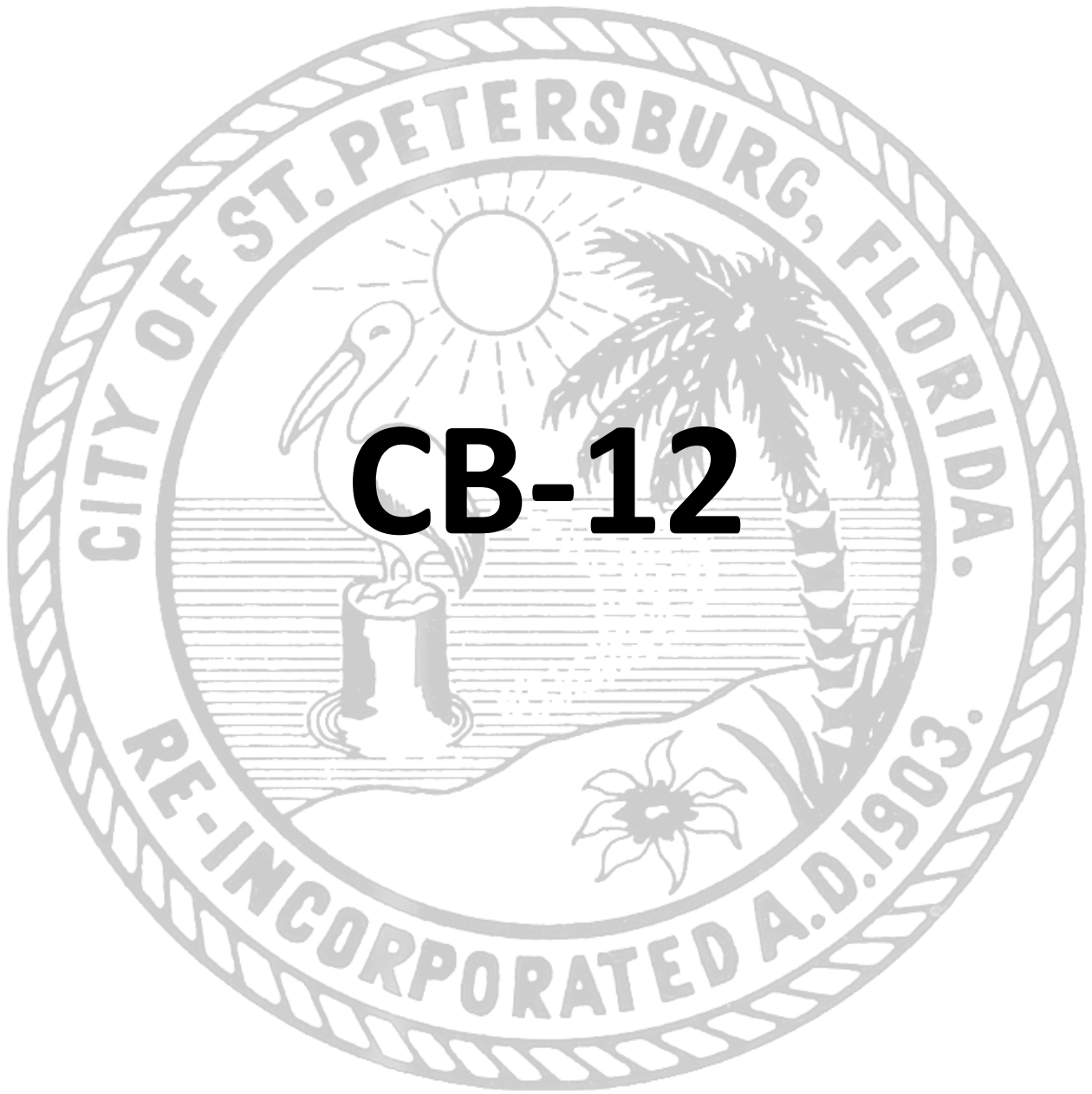
WHEREAS, the Licensee will maintain the interior and exterior of the building systems within the Premises, as defined in the Agreement, and pay for repairs to the Systems up to \$5,000 annually, and, subject to the availability of funds and as determined in the City's sole discretion, the City may make any repair that exceeds the Licensee's payment of the first \$5,000 annually; and

WHEREAS, the Agreement is in accordance with the policies established in Resolution No. 79-740A, provided however that due to the Licensee being responsible for maintenance and improvements to the buildings within the Premises for its intended use, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, the parties are in discussions for the expansion of the current Premises to include the approximately 1,200 square foot Cue House building and an additional 1,800 square footage within the current Shuffleboard Club building; and

The following page(s) contain the backup material for Agenda Item: A resolution concerning an agreement with Kurt Spitzer and Associates, Inc., for consulting services related to redistricting of city council districts based on demographic data from the 2020 decennial census that waives certain provisions of the Procurement Code to the extent necessary to allow the Mayor (or his designee) to execute that agreement.

Please scroll down to view the backup material.



CB-12

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2022

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

Subject: A resolution concerning an agreement with Kurt Spitzer and Associates, Inc., for consulting services related to redistricting of city council districts based on demographic data from the 2020 decennial census; waiving certain provisions of the Procurement Code to the extent necessary to allow the Mayor (or his designee) to execute that agreement; and providing an effective date.

Explanation: In order to assist City Administration and the forthcoming Citizen's Redistricting Commission ("RDC") with the City's decennial redistricting process, Administration believes it would be in the best interests of the City to obtain consulting services related to the redistricting of City Council districts based on demographic data from the 2020 decennial census. Upon consideration of the specialized nature of those services and the restrictive timeframes imposed on the redistricting process by City Charter section 5.06, Administration determined that it was not practical to follow standard procedures for soliciting such services.

Administration requested proposals from a variety of redistricting consultants throughout the state of Florida, but due to redistricting conflicts at the state level and other factors beyond the City's control, only two consultants submitted an initial proposal, and only one of those consultants agreed to the City's standard terms, with modifications to the indemnity provision that are reasonable in light of the services being provided.

Kurt Spitzer and Associates, Inc. ("Consultant") has extensive experience in leading redistricting efforts throughout the State of Florida, including Pinellas, Sarasota, and Columbia Counties in 2021 and Levy County, City of Pompano Beach, and the City of Daytona Beach in 2011.

Services provided by the Consultant would be divided into three phases, with the first phase guaranteed and the second two phases occurring only if certain conditions are met. These phases can be generally described as follows:

- Phase 1 will provide Administration with support for preparation of the Mayor's Report and outreach and will develop proposed rules and procedures for RDC. The cost for Phase 1 services is \$13,500, with additional services billed hourly according to rates set forth in the agreement.
- Phase 2 will support RDC in its preparation and presentation of the RDC Report. Because RDC is empowered to determine its own rules and procedures, performance of this phase will be conditioned upon City approval based on RDC's acceptance of Phase 2 Services. Should the RDC decline to utilize the Consultant's services, Phase 2 will not be conducted. The cost for Phase 2 services is \$25,000, with additional services billed hourly according to rates set forth in the agreement.
- Phase 3 will provide support to the City in the event of litigation or other challenges to the districts proposed in the RDC Report. Performance of this phase will be conditioned upon

City's request, based on existence of litigation or other challenges. The cost for Phase 3 services will be billed hourly according to rates set forth in the agreement.

Additionally, the agreement would contain provisions authorizing reimbursement of the Consultant for travel and other related expenses with City approval.

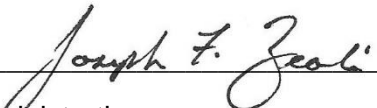
Because the cost of the agreement is currently projected to be \$38,500 (with potential additional costs for services and expenses allowed for pursuant to hourly rates and procedures for reimbursement set forth in the Agreement), approval of the agreement by Council is not required at this time. But such approval would be obtained if the total cost were to exceed \$75,000.

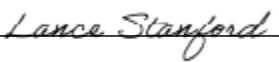
Therefore, Administration is requesting that City Council waive City Code section 2-209 (concerning competitive sealed proposals/competitive negotiations) and City Code section 2-211 (concerning small purchases) to the extent necessary to allow the Mayor (or his designee) to execute an Agreement with the Consultant.

Recommendation: Administration recommends the approval of the resolution concerning an agreement with Kurt Spitzer and Associates, Inc., for consulting services related to the redistricting of City Council Districts based on demographic data from the 2020 decennial census; waiving certain provisions of the procurement code to the extent necessary to allow the Mayor (or his designee) to execute that agreement; and providing an effective date.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), City Clerk Department, Admin Division (210-1725).

Attachments: Resolution


Administration


Budget

RESOLUTION NO. 2022-_____

A RESOLUTION CONCERNING AN AGREEMENT WITH KURT SPITZER AND ASSOCIATES, INC., FOR CONSULTING SERVICES RELATED TO REDISTRICTING OF CITY COUNCIL DISTRICTS BASED ON DEMOGRAPHIC DATA FROM THE 2020 DECENNIAL CENSUS; WAIVING CERTAIN PROVISIONS OF THE PROCUREMENT CODE TO THE EXTENT NECESSARY TO ALLOW THE MAYOR (OR HIS DESIGNEE) TO EXECUTE THAT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Administration desires to enter into an agreement for consulting services related to the redistricting of City Council districts based on demographic data from the 2020 decennial census; and

WHEREAS, due to the specialized nature of those services and the restrictive timeframes imposed on the redistricting process by City Charter section 5.06, Administration determined that it was not practical to follow standard procedures for soliciting such services; and

WHEREAS, Kurt Spitzer and Associates, Inc. (the “**Consultant**”) is a redistricting consultant that has provided redistricting consulting services to local governments throughout the state, including to Pinellas County for its recent redistricting process; and

WHEREAS, the City has negotiated an agreement with the Consultant to provide analogous services for the City’s redistricting process (the “**Agreement**”); and

WHEREAS, the cost of the Agreement is currently projected to be \$38,500, with potential additional costs for services and expenses allowed for pursuant to hourly rates and procedures for reimbursement set forth in the Agreement; and

WHEREAS, City Code section 2-222 authorizes City Council to waive any provision of the City’s Procurement Code through a resolution receiving at least five affirmative votes; and

WHEREAS, pursuant to that authority, City Council desires to waive certain provisions of the Procurement Code to the extent necessary to allow the Mayor (or his designee) to execute the Agreement on the condition that additional Council approval must be obtained if the total cost of the Agreement exceeds \$75,000.

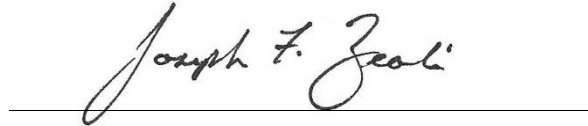
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby waives City Code section 2-209 (concerning competitive sealed proposals/competitive negotiations) and City Code section 2-211 (concerning small purchases) to the extent necessary to allow the Mayor (or his designee) to execute the Agreement as described above.

This resolution will become effective immediately upon adoption.

LEGAL:

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ADMINISTRATION:

A handwritten signature in black ink, reading "Joseph F. Zeoli", is written over a horizontal line.

The following page(s) contain the backup material for Agenda Item: A resolution concerning the City's Agreement with Sports and Properties, Inc., for Naming Rights Consulting Services related to the City's Municipal Pier District; approving a Third Amendment to that Agreement to extend the term through June 30, 2023, clarify existing provisions, and incorporate provisions required under Florida law, with the cost of that extension not to exceed \$65,000, resulting in a new total contract price not to exceed \$163,000; authorizing execution of that amendment; and providing an effective date.

Please scroll down to view the backup material.



CB-13

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2022

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

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: A resolution concerning the City's agreement with Sports and Properties, Inc., for Naming Rights Consulting Services related to the City's municipal pier district; approving a third amendment to that agreement to extend the term through June 30, 2023, clarify existing provisions, and incorporate provisions required under Florida Law, with the cost of that extension not to exceed \$65,000, resulting in a new contract price not to exceed \$163,000; authorizing execution of that amendment; and providing an effective date.

EXPLANATION: The City entered into an Agreement with Sports and Properties, Inc. ("SPI") for consulting services related to naming rights for the new St. Pete Pier™ in 2018. A valuation analysis and comprehensive sales plan was completed by SPI, which has led to five (5) fully executed naming rights agreements including: Glazer Vision Foundation (Glazer Family Playground), Johns Hopkins All Children's Hospital (Johns Hopkins All Children's Hospital Tram), Bayfront Health St. Petersburg (Bayfront Health Tilted Lawn), BayCare Health System (BayCare Visitor Care Center) and the Majeed Foundation Inc. (Majeed Foundation Splash Pad and Majeed Foundation Coastal Thicket). These five (5) agreements combine for a total of \$4.8 million dollars in revenue for the City.

Consistent with the previous extension term: (i) SPI would earn a service fee of \$60,000; (ii) SPI would be eligible for reimbursement for expenses up to \$5,000; and (iii) half of the service fee paid by the City (i.e., \$30,000) will be credited against any commissions earned as a result of this extension term. Naming rights agreements secured reflect annual payments for up to ten (10) years based on the terms of the individual donor agreements, and SPI is eligible to receive ten (10) percent of the net revenues received by the city

Currently SPI continues to work with additional prospects for naming rights opportunities for the municipal pier district. As the St. Pete Pier approaches its second anniversary in July 2022, additional naming rights agreements would allow for increased revenue, considering that revenues are fixed based on the tenant lease terms and associated additional rents.

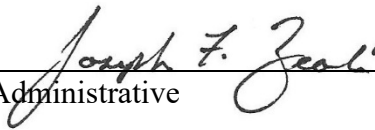
The City and SPI desire to extend the term of the Agreement through June 30, 2023, to allow SPI continued assistance with the City for sponsorship solicitation, negotiation and closing of deals along with related services. The City will increase the contract by an amount not to exceed \$65,000.

RECOMMENDATION: Administration recommends adoption of the attached resolution approving the Third Amendment to the Agreement between the City of St. Petersburg, Florida, and SPI to extend the term through June 30, 2023, and increase the contract by an amount not to exceed \$65,000 for the renewal term, for a total contract price not to exceed \$163,000, authorizing execution of the third amendment; and providing an effective date.

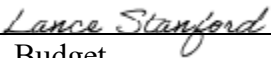
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Pier Operating Fund (1203), Enterprise Facilities Department, Pier Advertising and Promotions Division (282-2861).

ATTACHMENT: Resolution

APPROVALS:



Administrative



Budget

RESOLUTION NO. 2022-_____

A RESOLUTION CONCERNING THE CITY’S AGREEMENT WITH SPORTS AND PROPERTIES, INC., FOR NAMING RIGHTS CONSULTING SERVICES RELATED TO THE CITY’S MUNICIPAL PIER DISTRICT; APPROVING A THIRD AMENDMENT TO THAT AGREEMENT TO EXTEND THE TERM THROUGH JUNE 30, 2023, CLARIFY EXISTING PROVISIONS, AND INCORPORATE PROVISIONS REQUIRED UNDER FLORIDA LAW, WITH THE COST OF THAT EXTENSION NOT TO EXCEED \$65,000, RESULTING IN A NEW TOTAL CONTRACT PRICE NOT TO EXCEED \$163,000; AUTHORIZING EXECUTION OF THAT AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 5, 2019, pursuant to City Council resolution 2018-221, the City and Consultant entered into an agreement with Sports and Properties, Inc., (“**Consultant**”) for naming rights consulting services related to the City’s municipal pier district (as amended from time-to-time, the “**Agreement**”); and

WHEREAS, pursuant to the Agreement, the Consultant prepared a naming rights plan and began soliciting sponsors for those naming rights; and

WHEREAS, on July 31, 2020, pursuant to City Council resolution 2020-276, the City and Consultant executed a First Amendment to the Agreement in order to extend the term of the Agreement through June 30, 2021, revise the payment structure, and clarify Consultant’s duties under the Agreement; and

WHEREAS, during the extension term authorized by that First Amendment, the Consultant helped the City enter into three naming rights agreements worth a total of \$2,500,000; and

WHEREAS, on June 30, 2021, pursuant to City Council resolution 2021-281, the City and Consultant executed a Second Amendment to the Agreement in order to extend the term of the Agreement through June 30, 2022, revise the payment structure, and clarify Consultant's duties under the Agreement; and

WHEREAS, during the extension term authorized by that Second Amendment, the Consultant helped the City enter into two naming rights agreements worth a total of \$2,300,000; and

WHEREAS, the City and Consultant believe that extending the term of the Agreement for an additional year (i.e., through June 30, 2023) will allow the City to enter into new naming rights agreements that will generate additional revenue to support operation of the municipal pier district; and

WHEREAS, during such a third extension term, the Consultant has agreed to maintain the terms of the previous extension term concerning payment for services, reimbursement of expenses, and calculation of commissions; and

WHEREAS, pursuant to those terms, the cost to the City for a third extension term would not exceed \$65,000, raising the total not-to-exceed contract price to \$163,000; and

WHEREAS, amending the Agreement to provide such a third extension term would provide an opportunity to clarify existing provisions concerning the payment structure and scope of work and to incorporate certain provisions required under Florida law; and

WHEREAS, City Council desires to approve such an amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves amending the Agreement for the purposes described above.

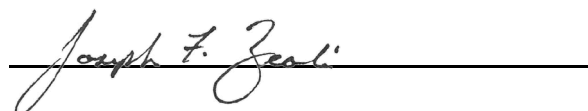
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an amendment to the Agreement and any other document necessary to effectuate the approval of City Council set forth above.

This resolution will become effective immediately upon adoption.

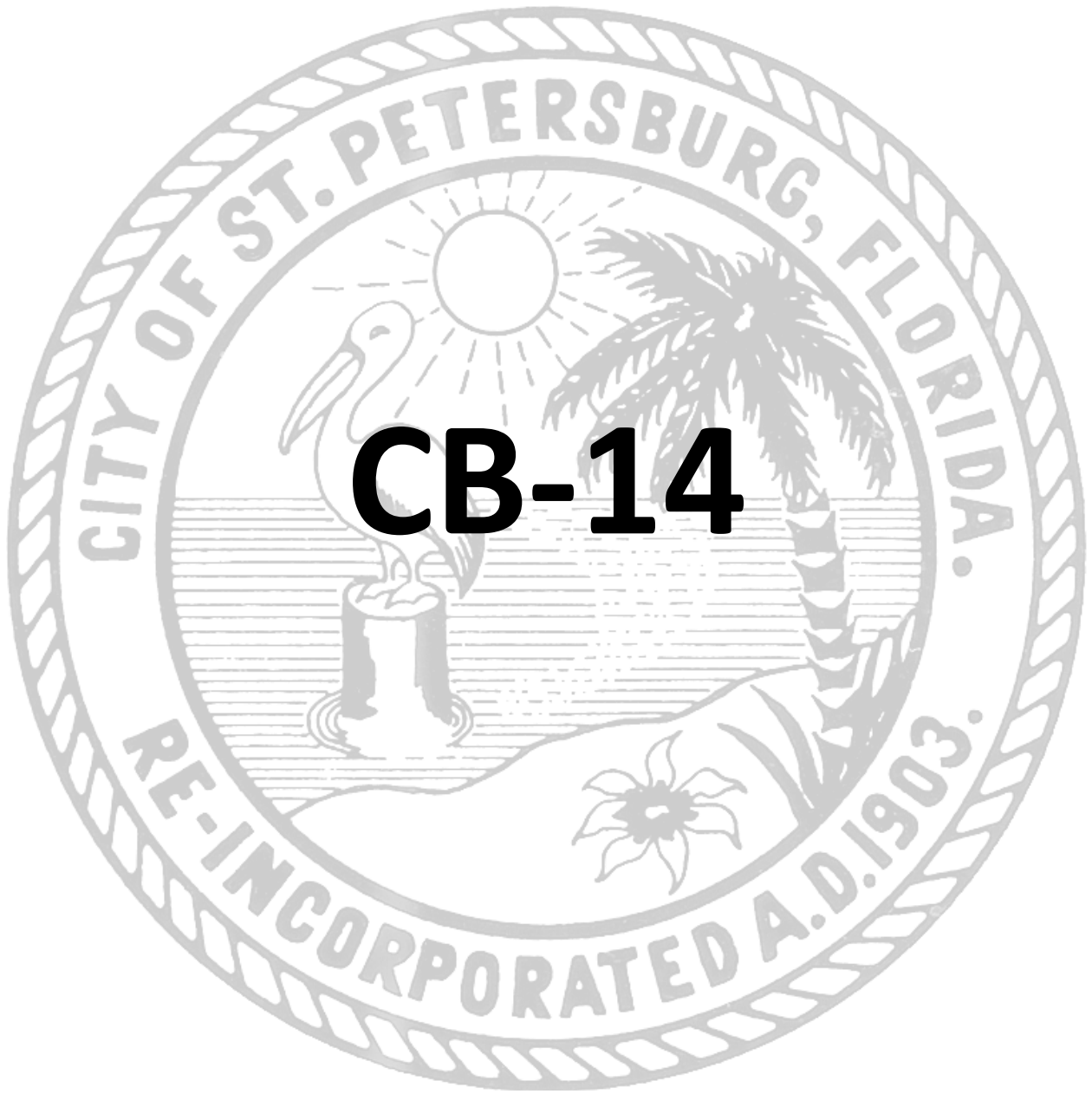
LEGAL:



DEPARTMENT:



The following page(s) contain the backup material for Agenda Item: A resolution approving a contract between the City of St. Petersburg, Florida ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that provides for child care services for qualified families for a period commencing July 1, 2022 and ending June 30, 2023; authorizing the Mayor or his designee to execute the Contract or, in the alternative, electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the contract is approved by the City Attorneys Office prior to submission; and providing an effective date.
Please scroll down to view the backup material.



CB-14

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2022

TO: City Council Chair & Members of City Council

SUBJECT: A resolution approving a contract between the City of St. Petersburg (“City”) and the Early Learning Coalition of Pinellas County, Inc. (“ELC”) that provides for child care services for qualified families for one year commencing July 1, 2022, and ending June 30, 2023 (“Contract”); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorney’s Office prior to submission; and providing an effective date.

EXPLANATION: This Contract reflects the continuation of services that have been in effect for the past 27 years with ELC and which allows the Parks and Recreation Department to be a year-round school readiness program service provider for children of families in Pinellas County who meet the defined financial need eligibility requirements. ELC evaluates each family’s financial need and determines how much of the school readiness program cost a family can afford to pay themselves. The agency then pays the balance of the program cost to the Parks and Recreation Department.

In order to be eligible to be a school readiness program provider for ELC, the Parks and Recreation Department must meet all Pinellas County child care licensing requirements and also must pass a program assessment completed by ELC staff during site visits. In past years, Parks and Recreation Department sites have consistently passed each assessment conducted.

The Parks and Recreation Department originally researched securing this type of service contract at the repeated requests of several of our program attendees’ parents. They were eligible for ELC assistance and wanted their children to be able to attend Parks and Recreation Department programs instead of programs on the existing list of ELC approved subcontractors. Since then, we have continued to enjoy an excellent working relationship with ELC and have provided a service much appreciated by many of our citizens who need this type of assistance.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute the contract between the City and ELC to provide the school readiness program for qualified families for one year commencing July 1, 2022, and ending June 30, 2023; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the program revenue will be received from the participating families based on the ELC evaluation and the remaining revenue

to cover the cost of the program is paid for by the agency. The funding received will be deposited into the General Fund (0001). Last fiscal year approximately \$821,669 was paid by ELC to the Parks and Recreation Department to provide child care services for children of qualifying families. Funding has been previously appropriated in the General Fund (0001), Parks and Recreation Department (190), various divisions.

ATTACHMENTS:
Resolution

APPROVALS:

Administration:  Budget: 

Resolution No. 2022-

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE EARLY LEARNING COALITION OF PINELLAS COUNTY, INC. ("ELC") THAT PROVIDES FOR CHILD CARE SERVICES FOR QUALIFIED FAMILIES FOR A PERIOD COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CONTRACT OR, IN THE ALTERNATIVE, ELECTRONICALLY SUBMIT THE CONTRACT; FINDING THAT IF THE CONTRACT IS SUBMITTED ELECTRONICALLY, ELECTRONIC SUBMISSION SHALL BE EQUIVALENT TO PHYSICAL SIGNATURE AND SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY CHARTER IF THE CONTRACT IS APPROVED BY THE CITY ATTORNEY'S OFFICE PRIOR TO SUBMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the youth of the City of St. Petersburg, Florida ("City") are an important and valuable resource; and

WHEREAS, the City, through its Parks and Recreation Department, has been a year-round childcare provider for children of qualified families in Pinellas County under contract with the Early Learning Coalition of Pinellas County, Inc. ("ELC"); and

WHEREAS, the City and ELC desire to continue this relationship; and

WHEREAS, to continue this relationship, it is necessary for the City to enter the standard state contract with ELC, which sets forth the responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a contract between the City of St. Petersburg, Florida ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that

provides for childcare services for qualified families for a period commencing July 1, 2022 and ending June 30, 2023 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the contract or, in the alternative, electronically submit the contract.

BE IT FURTHER RESOLVED that if the contract is submitted electronically, this Council hereby finds that electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the contract is approved by the City Attorney's Office prior to submission.

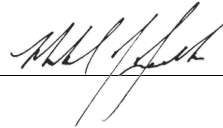
This resolution shall take effect immediately upon its adoption.

LEGAL:



00624858

DEPARTMENT:





**STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
FORM DEL-SR 20**

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ doing business as (if applicable), _____ (herein referred to as “PROVIDER”), with its principal offices located at _____ and its provider physical site address (if the single site provider physical site address is different from principal office address) located at _____.

a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) Program PROVIDERS, a list of their names and their physical addresses are included in Exhibit 1: PROVIDER Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR PROVIDER sites within COALITION’S service area, a list of their names and their physical addresses are included in Exhibit 1: PROVIDER Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

c. **Identification Number.** Insert PROVIDER’s EIN or SSN here:

PROVIDER’S EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss. 119.071(5)(a)2 and 119.092, F.S., for use in the records and data systems of the Division of Early Learning and COALITION. Submission of PROVIDER’S EIN or SSN is mandatory. PROVIDER’S EIN or SSN will be used for processing payments to PROVIDER as an SR PROVIDER, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR Program. This contract is to engage an eligible PROVIDER to provide SR services to eligible SR children. PROVIDER will receive payment based on Legislative appropriations, the Office’s Child Attendance and PROVIDER Reimbursement (Rule 6M-4.500, Florida Administrative Code (F.A.C.)), and Reimbursement During Emergency Closures (Rule 6M-4.501, F.A.C.)

3. **Term.** This Contract begins on _____ of the fiscal year (20__) or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and the Contract ends on June 30th of the fiscal year 20__.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR Program services performed before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR Program and that PROVIDER and COALITION will be bound by the same:
- 42 U.S.C. §9858, et seq.;
 - 45 C.F.R. §98;
 - 45 C.F.R. §99;
 - Chapter 1002, Florida Statutes;
 - Chapter 6M-4, Florida Administrative Code; and
 - Chapter 6M-9, Florida Administrative Code.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the PROVIDER shall notify the COALITION no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility

- a. **PROVIDER Type.** To be eligible to deliver the School Readiness Program, PROVIDER must be one of the PROVIDER types identified in section (s.) 1002.88(1)(a), F.S., listed below.

Check the box to indicate PROVIDER's type:

- A child care facility licensed under s. 402.305, F.S. (Form DEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A family day care home licensed or registered under s. 402.313, F.S. (Form DEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A large family child care home licensed under s. 402.3131, F.S. (Form DEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form DEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A faith-based child care PROVIDER exempt from licensure under s. 402.316, F.S. (Form DEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A before-school or after-school program described in s. 402.305(1)(c), F.S.

For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form DEL-SR 20L must be completed as an authorized attachment to this Contract.

For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form DEL-SR 20LE must be completed as an authorized attachment to this Contract.

An informal child care PROVIDER to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form DEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A child development program operated and certified by the Department of Defense that is accredited by a national accrediting body and operates on a military installation.

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a PROVIDER that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of existing Quality Improvement Plan, corrective action plans or probation. PROVIDER represents that PROVIDER agrees to successfully complete previous Quality Improvement Plan, corrective action or terms of probation due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract. PROVIDER also represents that currently PROVIDER, or an owner, officer, or board director thereof, has not had their eligibility to provide School Readiness services revoked. For multi-site PROVIDERS, such as corporate chains or school districts, eligibility revocation is

per site and not all locations unless specifically determined otherwise by the COALITION pursuant to criteria referenced in Paragraph 71 of this contract.

- e. **Eligibility pursuant to ss. 1002.82 and 1002.88, F.S.** PROVIDER represents that PROVIDER must have a pre-contractual inspection conducted by the Department of Children and Families or as applicable, the local licensing agency or United States Department of Defense to ensure compliance with health and safety standards and checklist(s) established pursuant to Rule 6M-4.620, F.A.C to be eligible to deliver the School Readiness Program.
- f. **Eligibility pursuant to ss. 1002.82(2)(n) F.S.** PROVIDER acknowledges that PROVIDER must have a program assessment score that meets the contract minimum threshold score or be implementing a current Quality Improvement Plan prior to contracting in accordance with Rules 6M-4.740 and 6M-4.741, F.A.C.

PROVIDER's composite program assessment score: _____ If PROVIDER has multiple sites, the program assessment score for each site is listed in Exhibit 1.

The COALITION has determined the PROVIDER is exempt from the program assessment requirement pursuant to Rule 6M-4.740, F.A.C. If PROVIDER has multiple sites, the exemption for each site is listed in Exhibit 1.

Yes No

The PROVIDER waives the PROVIDERS exemption and agrees to comply with the requirements of Rules 6M-4.740, F.A.C. If PROVIDER has multiple sites, the waived exemption for each site is listed in Exhibit 1.

Yes No N/A

The PROVIDER that achieves a program assessment result as identified in subsection 6M-4.741(3), F.A.C. waives the PROVIDERS biennial status and agrees to receive an annual program assessment pursuant to Rule 6M-4.740, F.A.C. If PROVIDER has multiple sites, the waived biennial status for each site is listed in Exhibit 1.

Yes No N/A

g. Eligibility pursuant to s. 448.095, F.S. PROVIDER acknowledges that PROVIDER must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. PROVIDER represents that it does not employ, contract with or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. PROVIDER further acknowledges violation of s. 448.09(1), F.S. may result in termination of this contract.

8. Contracted Slots Eligibility

- a. The COALITION participates in the Contracted Slots Program.

Yes No

b. To participate in the Contracted Slots Program, PROVIDER must have no Class 1 licensing violations and no more than three of the same Class II licensing violations as cited by the Department of Children and Families or local licensing agency, as applicable, within a two year period and meet the criteria established in the COALITION'S SR Plan, pursuant to Rule 6M-9.115, F.A.C.

c. The COALITION has determined the PROVIDER eligible to participate in the Contracted Slots Program.

Yes No NA

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 9. Child Enrollment.** PROVIDER agrees to enroll eligible children for the SR Program only with authorization from COALITION which will be provided in the form of a child care certificate from the single statewide information system. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR Program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval from COALITION prior to changing the location where the child shall be served.
- 10. Child Care.** PROVIDER agrees to provide child care and to supervise enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care PROVIDER. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.
- 11. Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Kindergarten*, Form OEL-SR 30, adopted by the Division of Early Learning in Rule 6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.
- 12. General Health and Safety.**
- a.** PROVIDER agrees to provide a healthy and safe environment for children in care pursuant to s. 1002.88 F.S., Rule 6M-4.620, F.A.C, and all Forms adopted by reference, as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are

specifically addressed in the administration of the Child Care and Development Block Grant pursuant to 45 CFR 98 and in each PROVIDER type attachment.

b. Supervision. PROVIDER agrees to provide minimum staff-to-children ratio by PROVIDER type at all times and direct supervision to ensure the health and safety of children in care.

c. Background Screening. PROVIDER agrees to background screening for the operator, program personnel, volunteers and substitutes pursuant to ss. 402.305 and 402.3055, F.S., and Rule 6M-4.620, F.A.C.

13. Program Assessments and Quality Improvement Plans.

a. Pursuant to s. 1002.82(2)(n), F.S., PROVIDER agrees to comply with program assessment requirements defined in Rule 6M-4.740, F.A.C.

b. Quality Improvement Plan. If the PROVIDER is required to complete a Quality Improvement Plan during the contract period in accordance with Rule 6M-4.740, F.A.C. the PROVIDER agrees to the PROVIDER responsibilities outlined in Exhibit 3 of this contract. COALITION must notify PROVIDER in writing if it is required to complete a Quality Improvement Plan. The notice must identify the specific requirement(s) which PROVIDER is required to complete and set a deadline for completion of the Quality Improvement Plan. If PROVIDER has multiple sites, the requirement to complete a Quality Improvement Plan is designated in Exhibit 1.

c. The COALITION has determined the PROVIDER is required to participate in a Quality Improvement plan.

Yes No

d. PROVIDER program assessment results and Quality Improvement Plans may be shared with other COALITIONS and REDLANDS CHRISTIAN MIGRANT ASSOCIATION (RCMA) that have an executed and current School Readiness contract with the PROVIDER for the purposes of minimizing the administrative burden on the COALITIONS and RCMA and the PROVIDER.

14. Smoke Free Environment. In accordance with Part C of Public Law 107-110 (No Child Left Behind), the “Pro-Children Act of 2001,” no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.

15. Curricula. In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program:

edition or date: _____.

If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum

or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided. This requirement is not applicable to licensed PROVIDERS who only offer before or after school programs that include 4 year-olds.

- 16. Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values, if not included in the PROVIDERS curricula: _____, edition or date: _____.

If PROVIDER does not use a professionally published character development program and it is not included in the approved curriculum the PROVIDER uses, describe the program here: _____.

If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.

- 17. Developmental Screenings.** In accordance with s. 1002.88(1)(i), F.S. and Rule 6M-4.720, F.A.C., _____ must collaborate with COALITION to complete initial screening for each child, age birth to kindergarten entry, within forty-five (45) calendar days after the child's first or subsequent enrollment in the School Readiness Program, to identify a child who may need intervention practices. PROVIDER acknowledges that COALITION is responsible for initiating intervention practices in accordance with Rule 6M-4.720, F.A.C. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the School Readiness Program and shall be only given with parental consent.

PROVIDER acknowledges that _____ is responsible for conducting developmental screenings for each child age birth to sixty (60) months in accordance with Rule 6M-4.720, F.A.C.

Subsequent Screenings. PROVIDER acknowledges that _____ is responsible for subsequent screenings. Subsequent screenings will be conducted annually at redetermination in accordance with Rule 6M-4.720, F.A.C.

- 18. Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(j), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.

19. **Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(k), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
20. **Program Operation.** In accordance with s. 1002.88(1)(l), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(r), F.S., and as identified in Exhibit 5, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.
21. **Workers' Compensation and Reemployment Assistance.** In accordance with s. 1002.88(1)(o), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
22. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process in accordance with Rule 6M-4.500(1)(c), F.A.C. which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.
23. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that School Readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5th) day that the child was not in attendance with no contact from the parent.
24. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the School Readiness Program.
25. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the PROVIDER of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent's rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 55.c.
26. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR Programs, during normal hours of PROVIDER operation and whenever the children are in the care of the PROVIDER. Access may be subject to appropriate safety procedures.

27. **Single Statewide Information System.** PROVIDER agrees to utilize the single statewide information system as referenced in s. 1002.82(2)(q), F.S., as available, to submit information and updates regarding the SR Program. The PROVIDER shall register and execute this Contract on the PROVIDER Portal found on <https://PROVIDERServices.floridaearlylearning.com>.

28. **Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(8), F.A.C.

29. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however, the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.

30. **Contracted Slots.** If applicable, does the eligible PROVIDER, pursuant to paragraph 8, elect to participate in the Contracted Slots Program? By selecting “Yes” PROVIDER agrees to the PROVIDER responsibilities outlined in Exhibit 4.

Yes No

31. **Orientation.** PROVIDER agrees to participate in a SR Program Orientation conducted by the COALITION prior to the execution of this Contract, if offered by the COALITION.

32. **Child Assessment.** If applicable, the eligible PROVIDER, agrees to conduct child assessments using a reliable assessor as defined by the child assessment tool, that meet the criteria described in s. 1002.82(2)(k), F.S., at least three times per year and will submit valid and reliable data to the single statewide information system. PROVIDER agrees to conduct child assessments in accordance with Rule 6M-4.500(11), F.A.C. using the _____ as the assessment tool. If the PROVIDER selects to conduct child assessments, PROVIDER understands the requirements of the rule must be met to receive the child assessment differential.

Yes No

If PROVIDER has multiple sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating if PROVIDER conducts child assessments at each site.

33. **Deliverables**

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the
	Instruction and activities per the requirements in section III		

Deliverable	Tasks and Activities	Due Date	Payment
	<p>Health and safety activities per the requirements in section III</p> <p>Use of curriculum per the requirements in section III</p> <p>Character development activities per the requirements in section III</p>		COALITION; at the rates specified in Exhibit 5: PROVIDER Reimbursement Rates; and documented through an approved monthly attendance report
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening	If applicable:		N/A
Applies to PROVIDERs responsible for developmental screening as indicated in section III	Developmental screenings for each child age birth to sixty (60) months per the requirements in section III.	Within 45 days after the child's first or subsequent enrollment in the School Readiness Program	
Proof of Developmental Screening (continued)	Subsequent screenings conducted annually at redetermination.	Annually	
	PROVIDER shall submit the child's screening results to the COALITION.	In accordance with Rule 6M-4.720, F.A.C.	
	PROVIDER shall enter the data into an electronic system.		
	PROVIDER shall provide in writing the screening results with concerns for each child to the child's parent.	In accordance with Rule 6M-4.720, F.A.C.	

IV. COALITION RESPONSIBILITIES

34. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.
35. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 17. In the event the single statewide information system is non-operational, COALITION shall give notification to PROVIDER of each child that must be screened in accordance with 6M-4.720, F.A.C. COALITION will have staff persons available to explain screening results if requested by a parent.
36. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the SR Program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(8)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR Program.
37. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a child assessment.

V. MONITORING, AUDITING AND ACCESS

38. **Monitoring.**

a. COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR Program listed in paragraph 5, in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint using the Form DEL-SR20M incorporated by Rule 6M-4.630, F.A.C.

b. PROVIDER monitoring results may be shared with other COALITIONS that have an executed and current School Readiness contract with the PROVIDER for the purposes of minimizing the administrative burden on the COALITIONS and the PROVIDER.

39. **Physical Access.** PROVIDER agrees to allow the Division of Early Learning, the Department of Children and Families or Local Licensing Agency, if applicable, and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.

40. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors, the Department of Children and Families or Local Licensing Agency, if applicable, the Division of Early Learning or the United States Department of Health and Human Services to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION, the Department of Children and Families, the Division of Early Learning or the United States Department of Health and Human Services. Records that are stored off-site shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

- 41. Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives School Readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Division of Early Learning, and other entities identified in s. 1002.97, F.S.
- 42. Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR Program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
- 43. Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR Program before the conclusion of the retention period for SR records as described in paragraph 42, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 42 to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR Program. Failure to remit all SR Program records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

- 44. Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
- 45. Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 5. PROVIDER agrees to accept the approved PROVIDER reimbursement rate established by COALITION and approved by Division of Early Learning, identified in Exhibit 5. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.
- 46. Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal PROVIDERS shall receive the Gold Seal rate for all care levels

which have received a Gold Seal Quality Designation pursuant to s. 1002.945(6), F.S., and Rule 6M-4.500, F.A.C., as identified in Exhibit 5 of this contract.

47. **Quality Performance Incentive Rate.** If PROVIDER is not on a Quality Improvement Plan, the PROVIDER will receive a Quality Performance Incentive Rate pursuant to s. 1002.82(2)(o), F.S. and Rule 6M-4.500, F.A.C., as identified in Exhibit 5 of this contract.
48. **Child Assessment Rate.** Eligible PROVIDERS that agree to conduct child assessments pursuant to paragraph 32 of this contract will receive a Child Assessment rate pursuant to s. 1002.82(2)(o), F.S. and Rule 6M-4.500, F.A.C., as identified in Exhibit 5.
49. **Contracted Slots Rate.** Eligible PROVIDERS, pursuant to paragraph 8 of this contract will receive the Contracted Slots Rate pursuant to Rule 6M-4.500, F.A.C., as identified in Exhibit 5, if applicable.
50. **Special Needs Rate.** PROVIDER may receive a special needs rate identified in Exhibit 5 when providing services to a child with an identified special need in accordance with Rule 6M-4.500, F.A.C.
51. **Registration Fees.** If a PROVIDER indicates in Exhibit 5 that it charges a registration fee, the COALITION shall pay the PROVIDER a registration fee for each child enrolled in the School Readiness Program in accordance with Rule 6M-4.500, F.A.C.
52. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. In the event that any information submitted by PROVIDER in Exhibit 5 changes, PROVIDER must notify COALITION in writing of the change 14 days prior to the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
53. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR Program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
54. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America[®] (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR Program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR Program.

55. **Co-payment.** As required by s. 1002.84 (9), F.S., PROVIDER shall collect the assessed parent co-payment or graduated phase-out co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.
- a. **Co-payment Amount or Graduated Phase-Out Co-payment Amount.** The amount of the co-payment or graduated phase-out co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-payment or graduated phase-out co-payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment or graduated phase-out co-payment changes from the COALITION are valid.
 - b. **Co-payment or Graduated Phase-out Co-payment Assessment and Collection.** Assessed parent co-payments or graduated phase-out co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments or graduated phase-out co-payments.
 - c. **Co-payment or Graduated Phase-out Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment or graduated phase-out co-payment made by the parent and retain receipt records for all child care co-payments or graduated phase-out co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment or graduated phase-out co-payment receipt records to the COALITION. COALITION will use this documentation to ensure parents who transfer their children to another child care PROVIDER have met their co-payment or graduated phase-out co-payment obligations before receiving additional School Readiness services.
56. **Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes up to _____ days per year as set forth in Exhibit 6: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
57. **Attendance Documentation.** PROVIDER agrees to document daily attendance and submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
58. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
59. **Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.

- 60. Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the SR Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and restitution.
- 61. Reconciliation.** PROVIDER agrees that, if the reconciliation of services and payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the repayment is fully offset, PROVIDER agrees to return the funds. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
- 62. Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
- 63. Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. FINANCIAL CONSEQUENCES

- 64. Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

- 65. Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.49 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

- 66. Noncompliance Determination.**
- a. Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR Program as described in paragraph 5, or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing.

(“Corrective action” means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 76. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this CONTRACT, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions accepted under the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

- b. Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action. If the PROVIDER has not satisfactorily completed the terms of its probation by the end of this CONTRACT, the PROVIDER will still be held accountable for the terms of the probation of the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

67. Termination for Cause.

- a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children or citation for a Class I violation by the Department of Children and Families or local licensing agency, as applicable (b) The material failure to comply with one or more of the terms of this Contract, including, but not limited to, failure to verify all new hires work authorizations status using E-Verify system as described in paragraph 7 above, failure to implement the Quality Improvement Plan, corrective action or comply with the terms of probation as described in paragraph 66 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 75.
- b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination

as described in paragraph 76. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

- 68. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency of actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 76.
- 69. Termination for Health and Safety Violations.** PROVIDER agrees that COALITION has the right to terminate this Contract based on Health and Safety violations, verified by the Department of Children and Families or if applicable, the Local Licensing Agency or United States Department of Defense, in accordance with ss. 1002.82 and 1002.84, F.S., and Rule 6M-4.620, F.A.C., and applicable adopted forms. This is considered termination for cause and is subject to the notice requirements of paragraph 67(b).
- 70. Termination and Revocation of Eligibility for Program Assessment.**
- a. PROVIDER agrees that COALITION shall terminate this Contract if the PROVIDER refuses to participate in program assessment requirements, refuses to participate in Quality Improvement Plan or fails to maintain the Contract Minimum Threshold Score on the Program Assessment, in accordance with Rule 6M-4.741, F.A.C., for a period of up to five (5) years, unless the COALITION has determined the PROVIDER essential to meeting local child care capacity needs based on the Community Assessment as approved in the COALITION SR Plan pursuant to Rule 6M-9.115, F.A.C. Termination under this paragraph is subject to the notification requirements of Rule 6M-4.740, FAC.
 - b. In determining whether to revoke PROVIDER'S eligibility and the duration of the revocation, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.
- 71. Revocation of Eligibility.**
- a. In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 67, 68, or 69, COALITION may revoke PROVIDER's eligibility to deliver

the School Readiness Program for a period of five (5) years. The only statutorily authorized period of revocation is five (5) years (s.1002.88(2), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER. For multi-site providers, such as corporate chains or school districts, School Readiness program ineligibility is per site and may not apply to all locations unless specifically determined otherwise by the coalition.

- b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 67, 68, or 69, and the PROVIDER'S eligibility is not revoked for a period of five (5) years under paragraph 70 part a, the parties may not enter into another contract for School Readiness services for the remainder of the contract term of this contract.

72. Termination of Contract by PROVIDER. PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with parts V and VI of chapter 1002, of the Florida Statutes, and Chapters 6M, Florida Administrative Code, the COALITION may revoke the PROVIDER'S eligibility to offer the SR Program for a period of 5 years in accordance with s.1002.88(2), F.S., if the noncompliance is upheld by the early learning COALITION review committee.

73. Legislative Appropriation. Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.

74. Eligible Child Care PROVIDER. In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care PROVIDER as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care PROVIDER shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 68. PROVIDER certifies that each location at which PROVIDER offers the SR Program is an

eligible child care PROVIDER. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care PROVIDER.

75. Fraud.

- a. Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(8)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
- b. Suspension or Termination for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the School Readiness Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 76. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Division of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- c. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any PROVIDER that shares an officer or board director with a PROVIDER that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- d. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a PROVIDER that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

- 76. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 7: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.

77. **Severability of PROVIDER Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by submitting an amendment on Form DEL-SR 20A. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
78. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XI. NOTIFICATION

79. **Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. **Providing notice to the COALITION of changes in contact or program information** within fourteen (14) calendar days.
 - b. **Providing notice to the COALITION of a request for an additional program assessment** in accordance with Rule 6M-4.740. PROVIDER acknowledges additional assessments are at the PROVIDER's expense. The cost of the additional program assessment charged by the coalition: _____.
 - c. **Providing notice to the COALITION of temporary emergency closure** by the close of business the first day that the closing occurs. Providing notice to the COALITION of subsequent reopening of the SR Program within two (2) business days of reopening.
 - d. **Providing notice to the COALITION of permanent business closings or changes in business location or ownership** must be reported at least thirty (30) calendar days prior to changes.
80. **CCR&R Participation.** PROVIDER agrees to update program and business information annually using the single statewide information system for inclusion in the Child Care Resource and Referral Network. PROVIDER agrees to provide the COALITION with up-to-date business and contact (including emergency contact) information on an ongoing basis throughout the contract year using the single statewide information system.
81. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed PROVIDERs, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect

against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.

82. Notification of Disqualification or Public Assistance Fraud.

- a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a PROVIDER that is on the United States Department of Agriculture National Disqualified List.
- b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

83. Contact Persons.

- a. **COALITION Contact.** The representative for COALITION for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- b. **PROVIDER Contact.** The representative for PROVIDER for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

XII. INDEMNIFICATION

- 84. Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Division of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency, or subdivision thereof, as defined in s. 768.28(2), paragraph is limited to the extent permitted by s. 768.28, F.S.

XIII. SEVERABILITY

- 85. Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. AMENDMENTS

- 86. Only Authorized Amendments.** No attachments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: PROVIDER Location List; Exhibit 2: Required Documentation; Exhibit 3: Quality Improvement Plan Selection; Exhibit 4: Contracted Slots Program; Exhibit 5: PROVIDER Reimbursement Rates; Exhibit 6: Holiday Schedule; Exhibit 7: Due Process Procedures; and Form DEL-SR 20L, Form DEL-SR 20LE, or Form DEL-SR 20FFN, as described in paragraph 7. No amendments to this contract are authorized or permitted except for those amendments made with the execution of Form DEL-SR 20A (School Readiness PROVIDER Contract Amendments).

(Remainder of this page intentionally left blank.)

Sample

XV. EXECUTION OF CONTRACT

In accordance with s. 1002.88(1)(q), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness Program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

<hr/> <hr/> Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative <input type="checkbox"/> By Electronic Signature	<hr/> <hr/> Print Name
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<hr/> <hr/> Title	<hr/> <hr/> Date
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<hr/> <hr/> PROVIDER's Additional Signatory (If required by the PROVIDER) <input type="checkbox"/> By Electronic Signature	<hr/> <hr/> Print Name
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<hr/> <hr/> Title	<hr/> <hr/> Date
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COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

<hr/> <hr/> Signature of Authorized COALITION Representative <input type="checkbox"/> By Electronic Signature	<hr/> <hr/> Print Name
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<hr/> <hr/> Title	<hr/> <hr/> Date
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** Electronic signature: By providing this electronic signature I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

Exhibit 1: Provider Location List

Provider Name: _____

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) Program providers or if PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION’s service area, PROVIDER shall complete a Provider Location List in a table format with the following rows:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. Composite Program Assessment Score
- G. Curriculum (Date/Edition)
- H. Character Development (Date/Edition)
- I. Conducts Child Assessments (Yes/No)
- J. Child Assessment Tool Used
- K. Site Exempt From Program Assessment (Yes/No)
- L. Site Waived Exemptions (Yes/No)
- M. Site on a Quality Improvement Plan (Yes/No)
- N. Site Waived Biennial Status for Program Assessment (Yes/No)

Official Use Only (for COALITION use).

The COALITION will only contract with locations that are eligible to offer the SR Program.

Exhibit 2: Required Documentation

Provider Name: _____

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

- PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

- PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.
- PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care PROVIDER

- PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number OR
- PROVIDER has provided a copy of its determination letter from DCF which includes a DCF exemption number and explains the nature of the exemption.
- PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
- PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.
- PROVIDER is an accredited child care program operating on a military installation and has provided a copy of its United States Department of Defense certification.

4. Specialized Program Type

- PROVIDER offers the Head Start program.
- PROVIDER offers the Early Head Start program.
- PROVIDER offers the Migrant Head Start program.
- PROVIDER does not offer the Head Start program.

5. Additional Documentation

- PROVIDER has provided a copy of its IRS W-9 Form (Request for Taxpayer Identification Number).
- PROVIDER has provided a copy of its certificate of accreditation.
- PROVIDER has provided evidence of liability insurance.
- PROVIDER has provided an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien for the current contract year.

- PROVIDER has provided evidence of worker's compensation insurance, if applicable.
- Signature authority delegated.
- Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Sample

Exhibit 3: Quality Improvement Plan Selection

Provider Name: _____

1. Definitions

- (a) “Classroom” means to any well-defined room in which care is provided or classes are held; a room arranged with materials and equipment and set up as a learning space with intent to implement a plan of activities for the School Readiness program. The classroom provides a space where learning can take place uninterrupted by outside distractions. If floor to ceiling walls are not present, the classroom walls must be defined by stable barriers, and must adhere to the requirements for such barriers as established in Forms OEL-SR-6202, OEL-SR-6204, and OEL-SR-6206 as incorporated by reference in Rule 6M-4.620, F.A.C. Any classroom that is eligible to receive a School Readiness child enrollment at any time, is considered under this definition. Any classroom that serves children in the School Readiness program for less than two hours a day is not considered a “classroom” per this definition.
- (b) “Certified Coaching” 20 hours certified by a State College/University or from a nationally recognized early learning coaching program with five (5) years of experience in an early learning environment.

2. The COALITION shall require at least one but no more than two of the following continuous Quality Improvement Plan strategies for each selected personnel required to participate:

- (a) COALITIONS shall select the personnel required to participate in this quality improvement plan and the selected strategy.

Selection	Strategy	Description (summary)
<input type="checkbox"/> _____ PROVIDER Initials	CLASS Group Coaching (CGC) Training	Each selected instructor/director will complete either the CGC PreK 24-hour course or the CGC Infant/Toddler 24-hour course provided by the COALITION’s or its delegate’s CGC Specialist.

Selection	Strategy	Description (summary)
<input type="checkbox"/> _____ PROVIDER Initials	Early Childhood Training System (ECTS) Courses	Each selected instructor/director will successfully complete two Early Childhood Training System courses facilitated by the ELC. Course options include taking an online course alone, with TA coaching support and/or as a member of a COALITION-sponsored Community of Practice.
<input type="checkbox"/> _____ PROVIDER Initials	Professional Development	Each selected instructor/director shall register in the Florida Early Care and Education Professional Development Registry, generate a professional development plan in the registry and complete the required progression along the career pathway.
<input type="checkbox"/> _____ PROVIDER Initials	Certified Coaching Visits	Each selected classroom will participate in 20 hours of certified coaching provided by the ELC or its delegate.
<input type="checkbox"/> _____ PROVIDER Initials	20-hours of IACET- or DEL-approved training	Each selected instructor/director will register for and successfully complete 20 hours of International Association for Continuing Education & Training (IACET) approved training (or other DEL-approved CEU training) provided by the ELC or their delegate.

Selection	Strategy	Description (summary)
<input type="checkbox"/> _____ PROVIDER Initials	COALITION approved strategy	Description included in QIP Notice.

3. Completion Requirements

3.1 To maintain compliance with QIP, the PROVIDER’s selected instructors/directors must successfully complete each deliverable by the due date provided by the QIP Notice. In the event of turnover, the QIP notice shall be amended to reflect the current personnel.

4. Selected Strategy Requirements

This section details the requirements for the QIP strategies listed in section 2. PROVIDER agrees to and is responsible for performing the tasks, meeting the deliverables and submitting the evidence of completion for the QIP strategy components selected by the COALITION in Section 2. QIP Strategy Selection, in accordance with the QIP notice provided by the COALITION.

Note: PROVIDER is only responsible for performing those tasks and activities below that are related to the QIP strategies and optional resources checked and confirmed by PROVIDER’S initials in section 2. QIP Strategy Selection.

a. CGC Training

If COALITION has selected CGC training for the PROVIDER:

- i. PROVIDER agrees to purchase an CGC kit for each selected instructor/director. The COALITION will provide the PROVIDER with information about where it can purchase CGC kits. CGC kits are not reusable or shareable and must be purchased new each contract year.
- ii. PROVIDER shall require selected instructors/directors to complete CGC training. PROVIDER shall schedule CGC trainings with the COALITION and schedule time for selected instructors/directors to participate in CGC training provided by the COALITION or its delegate.
- iii. CGC PreK training consists of twenty-four (24) total hours of instruction provided to selected instructors/directors by a COALITION provided/delegated CGC specialist and an additional twelve (12) hours of self-study during the project term.
- iv. CGC infant/toddler training consists of twenty-four (24) total hours of instruction provided to selected instructors/directors by COALITION provided/delegated CGC specialist and an additional 12 hours of self-study during the project term.

- v. CGC trainings take place over several sessions and may span over weeks/months.
- b. Early Childhood Training System Courses (ECTS)
If COALITION has selected Early Childhood Training System courses for the PROVIDER:
 - i. The PROVIDER'S selected instructors/directors are required to complete and pass two (2) ECTS online courses by the due dates identified within the QIP notice.
 - ii. Each ECTS course has a specific start and end date. Courses are facilitated by ECTS staff.
 - iii. COALITION will notify the PROVIDER regarding the approved ECTS courses including course registration, course start and course end dates.
 - iv. Prior to the course registration deadline, the PROVIDER will receive course registration codes from the COALITION based on the selected instructor's /director's classroom care level (infant, toddler or preschool).
 - v. To confirm registration, PROVIDER shall upload a screenshot from the ECTS for each selected instructor/director in the DEL-defined system indicating all instructors/directors have registered for training.
 - vi. Instructors/directors not registered by the course deadlines will not be able to participate in training and will result in the PROVIDER being considered out of compliance with this QIP.
 - vii. Selected instructors/directors shall, by the due date listed in the QIP Notice, upload into the DEL-defined system a certificate from the ECTS system as evidence of completion for each course completed during the required timeframe of this QIP.
- c. Professional Development
If COALITION has selected Professional Development for the PROVIDER:
 - i. Each of the PROVIDER'S selected instructors/directors shall:
 - 1. Log in to the Florida Early Care and Education Professional Development Registry (Registry), create a registry account, and provide the required documentation and credentials necessary for determining professional development pathway placement.
 - 2. Generate a Professional Development (PD) Plan in the registry reflecting the next appropriate steps based on the instructors'/directors' pathway tier qualifications. Each plan will be unique depending on the instructor's/director's current qualifications and training/credentials.
See <https://training01-dcf.myflorida.com/studentsite/admin/signin>.
 - ii. To be eligible for this strategy, a practitioner must have completed all of the Career Pathways Foundational Child Care Training & Core Training as adopted in Rule 6M-4.735. The PROVIDER'S instructors/directors shall indicate on the PD Plan the training/credential/degree they will make progress toward completion. PROVIDER shall upload into the DEL-

defined system the completed PD plans for each instructor/director participating in professional development.

- iii. The PROVIDER’S instructors/directors shall register and begin classes/trainings as their PD plans reflect.
- iv. PROVIDER’S instructors/directors shall upload, into the DEL-defined system, an attestation of progress for their chosen credential/certification/degree/specialization per the QIP notice.
- v. Attestation must indicate minimum level of progress on the instructor’s/director’s chosen pathway, on official letterhead or other official documentation from the credential/certification/degree/specialization or training PROVIDER.
- vi. PROVIDER shall upload documentation that demonstrates each selected instructor/director made the required progress for the deliverable period in their professional development plan, unless exempt.
- vii. Instructors/Directors must achieve the following progress as it correlates to their appropriate pathway tier:

Option 1	Staff Credential Option	Career Pathway Designation
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of staff credential program registration	Career Pathway EC/SA Educator I
Deliverable 2	- Upload attestation signed by program instructor and practitioner of program participation at halfway point of program	
Deliverable 3	-Upload official program certificate upon program completion	
Option 2	Infield Associate Degree	Career Pathway EC/SA
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	Educator II
Deliverable 2	- Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner	
Deliverable 3	-Upload transcript showing at least six hours of college course requirements completed in timeframe of project year.	
Option 3	Formal EC Degree Option	Career Pathway EC/SA Educator
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	III

Deliverable 2	- Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner	
Deliverable 3	- Upload transcript showing at least six hours of college course requirements completed in timeframe of project year.	
Option 4	Specialization	N/A
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	
Deliverable 2	- Upload proof of program or course registration	
Deliverable 3	-Upload proof of completion of specialization requirements.	

d. Participate in Certified Coaching Visit(s) from the COALITION or Contracted Third-Party Vendor

If COALITION has selected Certified Coaching Visits for the PROVIDER:

- i. The PROVIDER agrees to coordinate with the ELC to develop a coaching visitation schedule totaling at least 20 hours per selected classroom.
- ii. Once the coaching visitation schedule is developed, the ELC will notify the PROVIDER regarding coaching visitation times and dates. Notification shall include date and time of coaching visit, coaching topic related to the visit, and estimated duration of visit.
- iii. Coaching topics may include teacher-child interactions, behavior management, classroom organization and management, child assessment and other topics related to early childhood and approved by DEL.
- iv. Selected instructors/directors shall meet with certified coaches per the schedule developed and agreed to by both parties.
- v. If the coaching model requires, PROVIDER shall make arrangements or provide a substitute instructor that will allow the selected instructor/director to meet face-to-face with the coach outside of the classroom.
- vi. PROVIDER shall attest where indicated in the DEL-defined system that each selected classroom completed the required coaching hours as indicated in the QIP notice.

e. 20-hour IACET- or DEL-approved Training

If COALITION has selected 20-hour IACET- or DEL-approved Training (training) for the PROVIDER:

- i. PROVIDER agrees to coordinate with the COALITION to register for training.
 - ii. Once the training schedule is developed, COALITION will notify the PROVIDER regarding training dates and times.
 - iii. Each of the PROVIDER'S selected instructors/directors shall complete the training requirements specified for the deliverable in the QIP Notice
 - iv. PROVIDER shall upload certificates of completion where indicated in the OEL-defined system documenting that each selected instructor/director completed the required training hours for the deliverable period. QIP Notice for required training hours per deliverable.
- 5. Notification of change in PROVIDER's personnel
 - a. If instructor/director turnover occurs during the term of the QIP or instructors/directors fail to complete the required timeframes, the PROVIDER must notify the ELC in writing within two (2) days of the deliverable due date passing. The PROVIDER must notify the COALITION of any changes in staff, any resulting change in classroom status (opening or closing) and any changes to instructor classroom assignment within five (5) business days of the changes occurring.
- 6. COALITION Responsibilities
 - a. For the strategy or strategies selected by COALITION in section 1. QIP Strategy Selection, COALITION will perform tasks below related to those selected strategies:
 - i. Provide or arrange for CGC training for the PROVIDER'S selected instructors/directors appropriate to the care levels of their assigned classrooms.
 - ii. Validate the PROVIDER'S required staff professional development progression for each deliverable.
 - iii. Schedule and provide certified coaching visits to each of the PROVIDER'S classrooms focusing on improving the PROVIDER'S CLASS observation scores at the times and places scheduled. Topics appropriate for coaching may include teacher-child interactions, behavior management, classroom organization and management, child assessment and other topics related to early childhood education.
 - iv. Schedule and provide or arrange for IACET- or DEL-approved training to selected instructors/directors at the times and places in the agreed to training schedule.
 - v. Communicate in writing to PROVIDER the ECTS course one and course two registration information, course start dates and course end dates.
 - b. COALITION agrees to:
 - i. For the strategies selected for the PROVIDER, confirm and validate in a timely manner that evidence of completion that PROVIDER has uploaded and submitted into the DEL-defined system as required.
 - ii. Communicate and follow up with PROVIDER regarding project timelines, timeliness and any missing deliverables documentation.
 - iii. Monitor any QIP deliverables submitted by the PROVIDER.
 - iv. Be available to meet with the PROVIDER'S staff as needed to keep PROVIDER informed about ongoing QIP activities.

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Sample

Exhibit 4: Contracted Slots Program

Provider Name: _____

A. Participation Requirements

1. PROVIDER Responsibilities

The PROVIDER shall:

- 1.1 Maintain status of current SR PROVIDER in good standing and in compliance with the terms and conditions of this Contract.
- 1.2 Provide services to participating children in accordance with this Contract and s.1002.82(2)(o), F.S.
- 1.3 Report vacancies within 5 business days of the first undocumented absence.

B. Compensation and Funding

1. Method of Payment

PROVIDER reimbursement for children participating in Contracted Slots will be in accordance with this Contract, Section VII, subsection 49.

2. Reimbursement Rates Established

PROVIDER agrees to accept the Contracted Slots reimbursement rates for the participating number of children established by the COALITION and identified within Exhibit 5. The Contracted Slots reimbursement rates will be paid once the contracted slot is filled:

- 2.1 For all scheduled days during this contract period for each child enrollment, regardless of whether the child is in attendance or not.
- 2.2 At the Contracted Slots Differential Daily Rates established in Exhibit 5 in addition to the reimbursement rates established within the SR PROVIDER Contract for the children identified as participating in Contracted Slots for days paid in accordance with the SR attendance rules.
- 2.3 At the Contracted Slots Full-Time Daily Rates established in Exhibit 5 for unexcused absences and vacancy days, up to a maximum of 60 consecutive calendar days for an absent child in a Contracted Slot, at the reimbursement rate for the care level of the child enrolled in the Contracted Slot prior to the vacancy/absence.

3. Restriction to Care Levels

- 3.1. Contracted Slots shall only be filled with children ages birth through five years old.
- 3.2. The SR child selected to receive a transferred Contracted Slot within the conditions of Section B, subsection 4.1 may be from a different care level than the child prior to the vacancy (restricted to ages birth through five years old).

4. Vacancies and Loss/Transfer of Contracted Slots

- 4.1. Upon notification of a vacancy, the COALITION must immediately take all actions necessary in an effort to fill the vacant Contracted Slot with another SR child (from the COALITION's wait list or existing child) as quickly as possible. In the event that the Contracted Slot is not filled after 60 consecutive calendar days, the COALITION may transfer the Contracted Slot to another eligible PROVIDER. If the PROVIDER has no

remaining Contracted Slots under this contract after a transfer has occurred, this will result in termination of the Contracted Slots Program.

- 4.2. The PROVIDER will lose the Contracted Slots payment for the total number of children identified in in this exhibit if it does not continue to meet terms and conditions of this exhibit. This will result in termination of the PROVIDER's contracted slots eligibility, and the balance of the PROVIDER's Contracted Slots will be transferred to another eligible PROVIDER.

5. Number of Contracted Slots.

The COALITION and PROVIDER will agree upon the number of contracted slots. The total number of contracted slots is _____.

6. Rates and Fees for Parents

PROVIDER is prohibited from charging the differential between the PROVIDER's private pay rate and the Contracted Slots reimbursement rates established in Exhibit 5. PROVIDER is prohibited from charging any fees to parents/families other than the parent co-payment or late fees.

Sample

Exhibit 5: Provider Reimbursement Rates

Provider Name: _____

Provider Operational Hours: _____

PROVIDER must mark the appropriate box below indicating the appropriate PROVIDER type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. PROVIDER must mark whether it requires the parent to pay the differential between the Reimbursement Rate and the private pay rate. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation for children ages Birth-5? Yes No

Does PROVIDER have a Gold Seal Designation for school aged children? Yes No

PROVIDER'S Private Pay Rates

(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				

If PROVIDER charges a registration fee please check one and provide the amount: \$ _____

One time fee upon enrollment.

Annual fee. Month _____, or upon enrollment _____, or other _____

Other Describe: _____

Does PROVIDER require the parent to pay the differential between the approved Reimbursement Rate and the PROVIDER'S Private Pay Rate? Yes No

COALITION ~~Maximum~~ Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Full-Time Gold Seal Daily Rates								
Part-Time Daily Rates								
Part-Time Gold Seal Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				

Quality Performance Incentive Rate: _____%

Child Assessment Rate: _____%

Contracted Slots Rate: \$ _____

Sample

Approved PROVIDER Reimbursement Rate* FULL TIME
(To be Completed by COALITION)

	Care Code	INF	TOD	2YR	PR3	PR4	PR5	SCH
	Description	<12 Months	12 <24 Months	24 <36 Months	36 <48 Months	48 <60 Months	60 <72 Months	In School
1	Provider's Private Pay Rates							
2	Coalition-Reimbursement Rates							
3	Approved Provider Reimbursement Rate without Gold Seal (Row 1 or 2, whichever is lower)							
4	Gold Seal Differential (Row 3 × percentage)							
5	Approved Provider Reimbursement Rate with Gold Seal (Row 3 + 4; amount cannot exceed Row 6)							
6	Provider's Private Pay Rates Upper Limit (Row 1 + 20%)							
7	QPI Differential Rate (Row 3 × tier percentage)							
8	Local QI Level Differential Rate (Row 3 × tier percentage)							
9	Total Payment Rate (Row 5 + 7 + 8)							
10	Contracted Slots Differential Rate (per child flagged for contracted slots)							

11	Child Assessment Differential Rate (Row 3 × tier percentage)							
-----------	--	--	--	--	--	--	--	--

Approved PROVIDER Reimbursement Rate* PART TIME
(To be Completed by COALITION)

	Care Code	INF	TOD	2YR	PR3	PR4	PR5	SCH
	Description	<12 Months	12 <24 Months	24 <36 Months	36 <48 Months	48 <60 Months	60 <72 Months	In School
1	Provider's Private Pay Rates							
2	Coalition Reimbursement Rates							
3	Approved Provider Reimbursement Rate without Gold Seal (Row 1 or 2, whichever is lower)							
4	Gold Seal Differential (Row 3 × percentage)							
5	Approved Provider Reimbursement Rate with Gold Seal (Row 3 + 4; amount cannot exceed Row 6)							
6	Provider's Private Pay Rates Upper Limit (Row 1 + 20%)							
7	QPI Differential Rate (Row 3 × tier percentage)							
8	Local QI Level Differential Rate (Row 3 × tier percentage)							
9	Total Payment Rate (Row 5 + 7 + 8)							

10	Contracted Slots Differential Rate (per child flagged for contracted slots)							
11	Child Assessment Differential Rate (Row 3 × tier percentage)							

***VPK Wrap Rates will be calculated per child based on the child’s full or part time unit of care and the Approved PROVIDER Reimbursement Rates for full or part time care, whichever is applicable, as indicated in the table above. For an explanation of how the VPK wrap rate is calculated by the statewide information system, reference Table 1 and Table 2 below.*

Table 1 displays the units of care used in the Statewide Information System.

Standard code for unit of care	Description of units of care	Maximum hours
PTL	Part time low (<i>fewer than 3 hours</i>)	3
PT	Part time (<i>3 or more hours but fewer than 6 hours</i>)	6
FT	Full time (<i>6 or more hours but fewer than 11 hours</i>)	11
FTPT	Full time and part time (<i>11 or more hours but fewer than 16 hours</i>)	16
FTFT	Full time and full time (<i>16 or more hours</i>)	20

Table 2 describes the steps for calculating the VPK Wrap Rate.

TABLE 2 – Calculation of Wrap-Around Payment Rates

1. Determine the child’s unit of care.	Reference Table 1 for unit of care and maximum hours.
2. Convert the provider’s daily rate to an hourly rate.	Daily rate/Maximum hours = Hourly rate
3. Determine the number of payable hours.	Maximum hours – VPK class hours = Payable hours
4. Multiply hourly rate by payable hours.	Hourly rate X payable hours = VPK Wrap Rate

****Special needs rate will be negotiated up to twenty (20) percent above the maximum approved base reimbursement rate established for infant care by the coalition pursuant to Rule 6M-4.500, F.A.C. The negotiated rate will be based on the level of care needed for an individual child.*

Effective Date of Rates Established in This Exhibit _____

Sample

Exhibit 7: Due Process Procedures

Provider Legal Name: _____

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.
2. **Request for Review Hearing.** If a provider disputes any action taken by the COALITION pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the COALITION's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the PROVIDER will have a reasonable opportunity to address COALITION staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. PROVIDER may have an attorney present at the review hearing to represent or advise the provider.
 - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of PROVIDER; the specific action by the COALITION that the PROVIDER disputes, the specific reasons for the PROVIDER's belief; and whether the PROVIDER will be represented by an attorney or another individual during the review hearing.
 - b. **Request Time.** The PROVIDER's request for a review hearing must be submitted in writing to the COALITION within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.
 - c. **Supporting Documentation.** The PROVIDER must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.
3. **Implementation of Review.** If the COALITION receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.
 - a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the COALITION must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the COALITION to schedule among the selected Review Hearing Committee members potential dates for the hearing

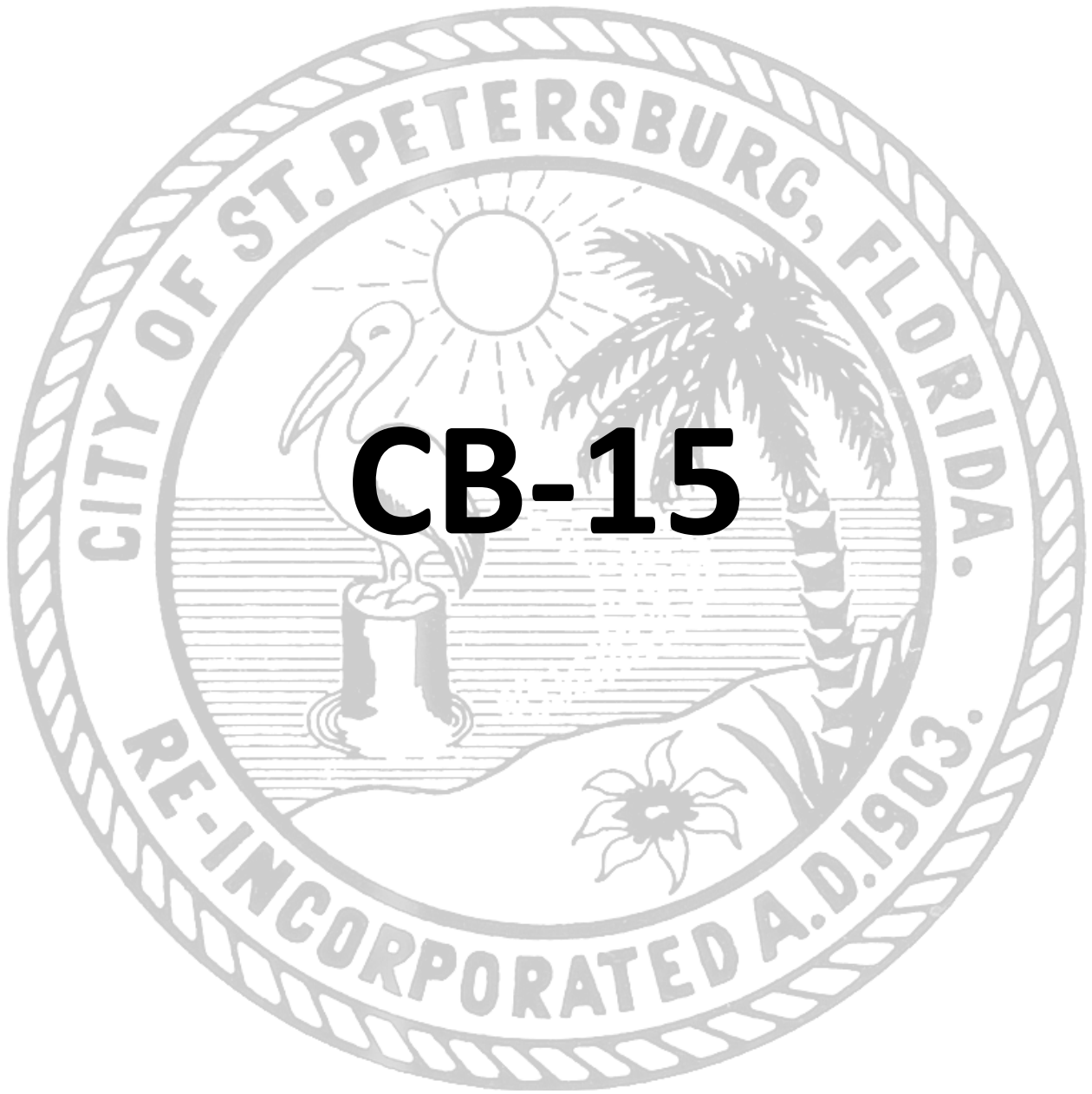
and neither provider representative from the Coalition Board is available, then the requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the Coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

- b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the COALITION must respond to the PROVIDER in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the COALITION or via any method of telecommunications, as long as the public is given reasonable access to observe and participate. Finally, the notice must state whether or not all of the COALITION staff persons or sub-contractor staff whom the PROVIDER wishes to have present during the hearing will be made available. If any individual who the PROVIDER requested to have present is not available, the COALITION must make available an individual who is qualified to address the subjects the PROVIDER wished the individual to address.
- c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the PROVIDER must inform the COALITION of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the PROVIDER is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the COALITION to select a mutually agreed upon date for the review hearing. If the PROVIDER does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.
- d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question COALITION staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The COALITION will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.
- e. Review Hearing Committee Decision.** Following completion of the presentation by the PROVIDER and the COALITION, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:
- i.** If the determination made by the COALITION was correct, in whole or in part, or incorrect.
 - ii.** If no part of the determination made by the COALITION was correct, then PROVIDER is not required to take further action.

- iii. If any part of the determination made by the COALITION is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:
 - A. If corrective action is necessary, that the PROVIDER must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or
 - B. If the PROVIDER's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the School Readiness [Voluntary Prekindergarten] Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute Task Order No. 20-03-WSP/M(S) to the Agreement between the City of St. Petersburg, Florida and WSP USA Inc. (“A/E”) for A/E to develop a Master Plan for the Grand Central District generally located between the 1st Avenues from 16th to 31st Streets in the amount of \$177,954.10; approving transfers in the amount of \$149,801 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104), and \$28,154 from the unappropriated balance of the Intown West City Portion Tax Increment District Fund (1102), to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of \$177,955 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfers, to the Grand Central Improvements Project (19024); and providing an effective date. Please scroll down to view the backup material.



CB-15

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 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. 20-03-WSP/M(S) to the Agreement between the City of St. Petersburg, Florida and WSP USA Inc. (“A/E”) for A/E to develop a Master Plan for the Grand Central District generally located between the 1st Avenues from 16th to 31st Streets in the amount of \$177,954.10; approving transfers in the amount of \$149,801 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104), and \$28,154 from the unappropriated balance of the Intown West City Portion Tax Increment District Fund (1102), to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of \$177,955 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfers, to the Grand Central Improvements Project (19024); and providing an effective date.

BACKGROUND: The Central Avenue Tomorrow Plan was completed in 1999 that provided a quick and effective redevelopment strategy for the newly formed Grand Central District, an area in great need of public and private investment. The Grand Central District Association is a non-profit community organization comprised of businesses, property owners, residents, that was designated a Florida Main Street in 2001. The Grand Central District has not had a district-wide plan prepared since the Central Avenue Tomorrow Plan. The Grand Central District Master Plan will provide the foundation for build-out of the District by taking a comprehensive approach in evaluating Economic Vitality, Streetscape, Transportation and Design components, and be more comprehensive than the Central Avenue Tomorrow Plan.

On October 30, 2020, the City of St. Petersburg, Florida (“City”) entered into an architect/engineering agreement with WSP USA Inc. (“WSP”) for WSP to provide consulting services, multimodal studies, evaluation and projects. City Administration has selected WSP to develop a master plan for the Grand Central District based on their qualifications to complete the project.

Task Order No. 20-03-WSP/M(S), in the amount of \$177,954.10, shall provide professional planning consulting services to complete a master plan for the Grand Central generally located from 16th to 31st Streets between the 1st Avenues which includes planning services, data collection and analysis, gathering information and input from the community by conducting public meetings, coordinating with the City and external agencies, providing recommendations to improve the physical and business climate, establishing an implementation schedule, budget and funding sources compiled in an adopted master plan document. This district improvement master plan is expected to take approximately twelve months to complete.

Task Order No. 20-03-WSP/M(S) includes the following phases and associated not-to-exceed costs respectively:

Task Order	Project Management	\$ 18,331.36
	Community Engagement	\$ 29,909.26
	Existing Conditions	\$ 51,884.15
	District Framework	\$ 15,974.37
	District Master Plan	\$ 61,854.96
	Total	\$177,954.10

The Grand Central District Master Plan specifically will identify the elements to improve the aesthetics, enhance the identity, encourage desired investment and increase opportunities for businesses within the District. Key aspects of the plan will include recommendations for improving pedestrian conditions, housing, rights-of-way, place-making, economic vitality and development regulations. Finally, an implementation, budget and funding strategy will be provided within the plan.

RECOMMENDATION: Administration recommends approving the resolution authorizing the Mayor or his designee to execute Task Order No. 20-03-WSP/M(S) to the Agreement between the City of St. Petersburg, Florida and WSP USA Inc. (“A/E”) for A/E to develop a Master Plan for the Grand Central District generally located between the 1st Avenues from 16th to 31st Streets in the amount of \$177,954.10; approving transfers in the amount of \$149,801 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104), and \$28,154 from the unappropriated balance of the Intown West City Portion Tax Increment District Fund (1102), to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of \$177,955 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfers, to the Grand Central Improvements Project (19024); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding will be available after the approval of transfers in the amount of \$149,801 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104) and \$28,154 from the unappropriated balance of the Intown West City Portion Tax Increment District Fund (1102), to the Tax Increment Financing Capital Improvement Fund (3005) and a supplemental appropriation in the amount of \$177,955 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Grand Central Improvements Project (19024). These amounts are based on the proportion of the Grand Central District in each community redevelopment area.

ATTACHMENTS: Draft Task Order No. 20-03-WSP/M(S)
Resolution
Council Map

RESOLUTION NO. 2022-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 20-03-WSP/M(S) TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND WSP USA INC. (“A/E”) FOR A/E TO DEVELOP A MASTER PLAN FOR THE GRAND CENTRAL DISTRICT GENERALLY LOCATED BETWEEN THE 1ST AVENUES FROM 16TH TO 31ST STREETS IN THE AMOUNT OF \$177,954.10; APPROVING TRANSFERS IN THE AMOUNT OF \$149,801 FROM THE UNAPPROPRIATED BALANCE OF THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND (1104), AND \$28,154 FROM THE UNAPPROPRIATED BALANCE OF THE INTOWN WEST CITY PORTION TAX INCREMENT DISTRICT FUND (1102), TO THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$177,955 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005), RESULTING FROM THE ABOVE TRANSFERS, TO THE GRAND CENTRAL IMPROVEMENTS PROJECT (19024); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 30, 2020, the City of St. Petersburg, Florida executed an architect/engineering agreement with WSP USA Inc. (“A/E”) for A/E to provide professional planning and study activities on a continuing basis for miscellaneous Multimodal Studies and Evaluation Projects; and

WHEREAS, a Grand Central District Master Plan will provide a master plan for the district by taking a comprehensive approach in evaluating Economic Development, Streetscape, Transportation, Design and Implementation components; and

WHEREAS, Administration desires to issue Task Order No. 20-03-WSP/M(S) for A/E to develop a master plan that will improve the aesthetics, enhance the identity, encourage investment

and increase opportunities for businesses, property owners, residents and other stakeholders within this district in the amount of \$177,954.10.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Task Order No. 20-03-WSP/M(S) to the agreement between the City of St. Petersburg, Florida and WSP USA Inc. (“A/E”) for A/E to develop a master plan for the Grand Central District generally located between the 1st Avenues from 16th to 31st Streets in the amount of \$177,954.10.

BE IT FURTHER RESOLVED that the following transfers from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104) and Intown West City Portion Tax Increment District Fund (1102) to the Tax Increment Financing Capital Improvement Fund (3005) for Fiscal Year 2022 are hereby approved:

<u>South St. Petersburg Redevelopment District Fund (1104)</u>	
Transfer to: Tax Increment Financing Capital Improvement Fund (3005)	\$149,801
<u>Intown West City Portion Tax Increment District Fund (1102)</u>	
Transfer to: Tax Increment Financing Capital Improvement Fund (3005)	\$28,154

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfers, the following supplemental appropriation for Fiscal Year 2022:

<u>Tax Increment Financing Capital Improvement Fund (3005)</u>	
Grand Central Improvements Project (19024)	\$177,955

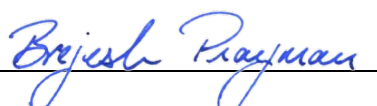
This resolution shall become effective immediately upon its adoption.

LEGAL:

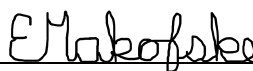


00624415

DEPARTMENT:



BUDGET:



Elizabeth Makofske
Budget Director

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: June 16, 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: WSP USA, Inc.
Task Order No. 20-03-WSP/M(S) in the amount of \$177,954.10

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 developing a master plan for the Grand Central District. This will involve studying existing conditions, engaging with stakeholders including City departments, and issuing recommendations for future improvements within the District.

WSP USA, Inc. has significant experience in managing master planning studies of this type and providing recommendations and strategies to align with with the desires of the District and the City for the study area.

This is the third Task Order issued under the 2020 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
WSP USA, Inc.

Miscellaneous Professional Services for Multimodal Studies, Evaluations and Projects
A/E Agreement Effective - October 30, 2020
A/E Agreement Expiration - October 31, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	21063-112	1st A/S and 2nd S/S - Forward Pinellas Demonstration	03/08/21	11,495.96
02	18108-112	6th A/S and 3rd S/S Pedestrian Scramble Signal Design	03/30/21	9,201.12
03	22078-129	Grand Central District Master Plan	Pending	
			Total:	20,697.08

TASK ORDER NO. 20-03-WSP/M(S)
GRAND CENTRAL DISTRICT MASTER PLAN
MULTIMODAL STUDIES, EVALUATIONS AND PROJECTS
CITY PROJECT NO. 22078-129

This Task Order No. 20-03-WSP/M(S) is made and entered into this _____ day of _____, 2022, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR MULTIMODAL STUDIES, EVALUATIONS AND PROJECTS dated October 30, 2020 (“Agreement”) between WSP USA 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 City desires to develop a master plan for the Grand Central District. The Grand Central District generally encompasses the area bounded by 16th Street to the East, 1st Ave N to the North, 1st Ave S to the South, and 31st Street to the West as found on Attachment A, and includes the neighborhoods of Palmetto Park, Kenwood, and Downtown. The primary goals of this plan are to provide a guide for future development, set clear standards and priorities for the public realm, and create a safer district for pedestrians. Recommendations and implementation strategies will address transportation, streetscape, economic development, urban design, and development regulations. The Scope will include project management, community engagement, existing conditions, and market analysis, with synthesis of all information into a final master plan.

II. SCOPE OF SERVICES

Task 1 – Project Management

A/E will assign a Project Manager to act as primary point of contact for the City of St. Petersburg. The A/E Project Manager will provide prompt and responsive services to the City of St. Petersburg and disseminate pertinent information to the project team. For the duration of the project, A/E will oversee all tasks and manage coordination between various discipline leads, sub-contractors, and key staff from the City of St. Petersburg and the Grand Central District Association. Communication will be through email, Teams meetings, and face-to-face as necessary to ensure the project remains on schedule. The A/E will provide bi-weekly progress meetings with the City and the Grand Central District Association. Bi-weekly project snapshots will be provided to keep the client team abreast of project activities completed during a two-week period. These snapshots are intended to be high-level updates of not more than one page. The A/E will incorporate a timeline of key decisions that must be made to keep the project moving forward, who has primary responsibility for the decision, and who's input or sign-off is required. Specific touchpoints will be identified in the project schedule to ensure all project elements are delivered as planned and when needed for the team to move on to the next task at hand. Invoices will

be submitted per the terms of the contract and include a progress report outlining meetings held, work completed during the period, critical issues, and upcoming work.

Task 2 – Community Engagement

The A/E's community engagement approach will provide a multi-faceted, yet efficient and streamlined engagement process for a thoughtful and deliberate visioning process. The Grand Central District Association will be involved in the planning process, community engagement process, and reviewing draft plan materials.

A hybrid of in-person and online engagement will be used to provide accessibility and flexibility for all participants. Engagement tools for each phase of the project will be customized to the level of input and hands-on interaction needed at specific phases of Master Plan development. All in-person meetings and workshops will incorporate the latest safety protocols in response to the Covid-19 pandemic. Tools and meeting/workshop platforms include:

- Content provided for City developed, hosted, and managed Project Website throughout project duration
- MetroQuest Engagement Survey Platform (1)
- Virtual Meeting/Workshop Platform (1)
- In-person Design Charrette (1)
- In-person Open House (1)
- Small Group Work Sessions (virtual, up to 4)
- Individual meetings with City Departments and stakeholders (up to 6)
- Pop-up Events (A/E will support the association and/or agency staff)

The A/E will engage with a diverse cross-section of stakeholders within the District. This includes neighborhood associations, residents, businesses, community organizations, property owners, developers, and agency/jurisdictional staff. A/E will work closely with City staff and the District to develop a contact distribution list for all meeting and workshop notifications. This distribution list will be maintained throughout the study and updated as needed, or as community stakeholders request to be added.

The community and public will be engaged at every phase of the process. There are three major milestones with corresponding public engagement activities.

- **Existing Conditions:** A Virtual Workshop will provide an efficient way to communicate project goals, and existing conditions, and lay the groundwork to obtain early feedback on issues, opportunities, and priorities for various segments of the community. MetroQuest will provide an interactive virtual involvement opportunity to understand the perspectives.
- **District Framework:** A Design Charrette will be held in-person to sketch out design options and preferences with participants interactively and visually.

- **District Master Plan:** An online and in-person Open House will relay the findings and recommendations for the Master Plan.

In addition to these public forums, there will be small group virtual meetings held for three advisory groups:

- **District/Community Working Group Meetings (2):** The group will be comprised of representatives from the City, Forward Pinellas, PSTA, Grand Central District Association, downtown, Historic Kenwood and Palmetto Park Neighborhood Associations, St. Pete Chamber of Commerce, and any additional parties the City has identified within the study area.
- **Local Businesses Advisory Group Meeting (1):** Advisory group formed of local businesses to provide insights into the local issues and priorities within the study area.
- **Developers Advisory Group Meeting (1):** An advisory group formed of developers to discuss plans, development issues and potential market opportunities within the study area. The input from this group will assist with understanding the development thresholds and projected growth opportunities in the Grand Central District.

Meetings will be held as necessary with appropriate City Departments throughout the planning process. Draft recommendations pertaining to specific departments will be presented for evaluation and input in separate meetings for Transportation & Parking Management, Engineering and Capital Improvements (ECID), Parks and Recreation, and Planning & Development Services.

Task 3 – Existing Conditions

Task 3.1 - Community, Regulatory, and Urban Design Assessment

The A/E will develop a baseline understanding of existing conditions for the Grand Central District. This analysis will produce a depth of data and analysis and that will serve as the foundation and starting point for the master plan. As part of this effort, the A/E will prepare an analysis of all site conditions within the district including private and public property, and rights-of way. Grade differential issues is one such component to be analyzed. The A/E will evaluate regulatory controls, the built and natural environment, local and cultural landmarks, and key buildings, places, and destinations that collectively illustrate the character and urban form of the district. A Geographic Information System (GIS) platform to develop a digital base file containing all relevant layers necessary for this analysis, including land use, zoning, and parcel data, such as building footprints, ownership, and vacant and/or underutilized land will be incorporated. The District Assessment will include at a minimum, but not be limited to, the following:

- Historical Overview

- Cultural, Residential and Business Community Profiles
- Review of Relevant Plans and Previous studies
 - Complete Streets Implementation Plan
 - Stormwater Master Plan
 - Water Resources Department capital program
 - Grand Central Painted Bulbouts (ECID Project 22061-112)
- Land use and Open Space Analysis
- Land Development Regulations
- Key Places and Destinations
- Public Parking Analysis
- Urban Design Analysis
- District Urban Design Opportunities and Constraints Assessment
- Subarea Urban Design Opportunities and Constraints Assessment (up to 3)

Task 3.2 - Market Snapshot

New development within the Grand Central District is dependent upon favorable market conditions for specific product types. Understanding current market drivers and anticipating future local and national trends is essential for tailoring an approach to development that meets the goals of the District Master Plan. The Market Snapshot will be comprised of the following tasks:

- Provide socio-economic statistics and corresponding narrative.
- Identify and review recent market demand studies, including but not limited Central Avenue BRT TOD Strategic Plan Market Study.
- Engage the local development community to:
 - Determine the development pipeline within the district;
 - Understand the most desirable development type; and
 - Hurdles to achieving that development type (preliminary gap analysis).
- Engage the local and regional private development community to understand:
 - Current and future development trends in and adjacent to the district;
 - Overall financial goals;
 - Hurdles to development; and
 - Approaches for achieving local community and public sector goals for development; (preliminary gap analysis).
- Use the information gathered above to provide a Market Snapshot to inform the Task 5.2 Action Plan.

Task 3.3 - Multimodal Connectivity Assessment

Multimodal connectivity relies on the effective integration of transportation and land use. It is critical to ensure that the appropriate levels of mobility and access are provided by

expanding modal choices such as transit, bicycle, pedestrian, and micro-mobility options. Integrated transportation and land use should also provide for thoughtful circulation patterns and connectivity to destinations within the Grand Central District. ADA standards should be a consideration in the multimodal analysis. The A/E will perform the following tasks for this master planning effort:

- Identify the existing, funded, and proposed unfunded transportation improvements for all modes within the project area;
- Review broad-level access and connectivity issues within the project area; and
- Conduct a multimodal gap analysis to identify access and mobility barriers.

Task 3.4 - Safety Assessment

Safety for pedestrians and cyclists is critical to ensuring a vibrant and livable environment within the Grand Central District. To address the safety concerns within the district, A/E will perform the following tasks:

- Collect and review the most recent five (5) years of crash data, including bicycle and pedestrian crashes;
- Summarize five (5) years of crash data to identify safety hot spots and documented causes of crash incidents;
- Analyze street and pedestrian lighting deficiencies at a planning level based on field observations; and
- Incorporate of all future planned transportation-related capital improvements.

Task 3.5: Virtual District Workshop: Understanding Today to Plan for Tomorrow

The Virtual District Workshop will serve as the project kick-off for the community and stakeholders of the Grand Central District. A/E proposes this as a virtual event with multiple engagement components. During a live broadcast via Zoom or YouTube Live, A/E will introduce the District Master Plan effort and clearly and simply communicate the findings and key takeaways from the Task 3 Existing Conditions Analysis. Utilizing interactive engagement software, such as MetroQuest, participants of the virtual event and visitors to the Project Website will have the opportunity to engage and submit feedback for the findings and key takeaways. Respondents will also be presented with questions about the Grand Central District, such as “What is working well in the District?”, “What is not working so well in the District?”, and “What would you like to see in the District?”. Responses will inform the development of Task 4 District Goals and Master Plan Framework and establish a foundation of engagement from which the community, stakeholders, the City of St. Petersburg, and the Grand Central District Association can collectively realize a consensus-driven District Master Plan.

Task 3.6 - Existing Conditions Technical Memorandum

The results of Task 3 Existing Conditions will be compiled and formatted into a technical memorandum. The technical memorandum will include analysis, findings, and takeaways from all Task 3 subtasks, including the results of Task 3.5: Virtual District Workshop.

Task 4 – District Framework

Task 4.1: Define District Goals

Establishing realistic and actionable goals will require using both the outcomes of Task 3 Existing Conditions Analysis and District Workshop 1. With input from the community, District stakeholders, the City of St. Petersburg, and the Grand Central District Association, the A/E will draft District Goals that reflect the priorities of the community and consider urban form, public realm, economic development, diversity and equity, resiliency and sustainability, and connectivity and safety. A/E will refine the goals based on feedback from the City of St. Petersburg and the Grand Central District Association and will then confirm the goals are useful and accurate by reviewing them during the District Design Charrette.

Task 4.2 - Develop the Master Plan Framework

Using the District Goals defined in Task 4.1 as a starting point and informed by the outcomes of Task 3 Existing Conditions Analysis and community and stakeholder engagement to date, A/E will begin developing the Master Plan Framework. The framework is a method to organize emerging strategies, interventions and recommendations aimed at achieving the District Goals and will be used to engage the community and stakeholders during Task 4.3: District Design Charette. The Master Plan Framework will be composed of six layers including priority components:

- Urban Form
- Public Realm
 - Identification of placemaking opportunities
 - Landscaping/hardscaping opportunities
 - Parking
- Economic Development and Regulations
 - Identification of needed and desired businesses
- Diversity and Equity
 - Housing opportunities at affordable income levels
- Resiliency and Sustainability
- Connectivity and Safety

The A/E will represent the development of the Master Plan Framework layers at multiple scales and with digital, diagrammatic graphics and sketches that include supporting precedent imagery to communicate emerging ideas and concepts.

Task 4.3 - District Design Charrette – Where do we want to go?

This event will be structured as a highly engaging and interactive Design Charrette. The A/E will kick-off the charrette by presenting an overview of what has been learned thus far, including a review of District Goals developed and refined in previous tasks. The Master Plan Framework will then be presented, explaining each layer and its associated District Goal. Next, each Master Plan Framework layer will serve as a theme for individual breakout sessions, with A/E team members and staff from the City of St Petersburg and the Grand Central District Association facilitating a design charrette with breakout session participants. This exercise aims to brainstorm with the community and stakeholders emerging strategies, interventions, and recommendations that will achieve District Goals.

Task 4.4 - District Framework Technical Memorandum

The results of Task 4 District Framework will be compiled and formatted into a technical memorandum. The technical memorandum will include analysis, findings, and takeaways from all Task 4 subtasks, including the results of Task 4.3: District Design Charrette.

Task 5 – District Master Plan

Task 5.1 - Strategies, Interventions, and Recommendations

The District Master Plan will be comprised of Strategies, Interventions, and Recommendations organized into the six layers of the Master Plan Framework and collectively represent the actions necessary to achieve District Goals. A variety of highly visual plans, diagrams, sections, ground-level, and birds-eye vignettes, and other supporting graphics will clearly and effectively communicate the components of the District Master Plan. The A/E will confirm with the City of St. Petersburg and the Grand Central District Association the final graphic deliverables to be produced, but at a minimum, the A/E will provide the following:

- Overall District Master Plan Framework Diagrams (up to 6)
- Subarea District Master Plan Framework Diagrams (up to 12)
- Illustrative Overall District Master Plan (1)
- Illustrative Subarea District Master Plan (up to 3)
- Overall District Master Plan Birds-eye Vignette (1)
- Subarea District Master Plan Birds-eye Vignettes (up to 3)
- Ground-level Vignettes (up to 3)
- Rendered Street Sections to include cross-sections and street faces
 - 16th Street
 - 20th Street
 - 22nd Street
 - 28th Street
 - 31st Street
 - Central Avenue ultimate condition
 - Local streets

- Supporting Urban Design and Concept Diagrams (up to 12)
- Precedent Imagery
- Associated Narrative

Task 5.2 - Action Plan

The Action Plan will provide a high-level road map for implementing the final District Master Plan recommendations. The recommendations will be organized by the six layers of the Master Plan Framework (Urban Form, Public Realm, Economic Development and Regulations, Diversity and Equity, Resiliency and Sustainability, and Connectivity and Safety). Each recommendation will be categorized by the estimated time horizon needed to achieve. The A/E will work with the City and stakeholders to set and define estimated time horizons categorized into Early-Win (within 2 years), Near-Term (3-5 years), and Long-Term (6+ years). Additionally, a priority will be assigned to each recommendation along with the suggested responsible parties. AACE Class 5 estimate of costs will also be provided for capital projects recommended by the master plan. The Action Plan is intended to be a jumping-off point for further study and due diligence of the final District Master Plan recommendations.

All analysis and recommendations will consider the following City policies and plans:

- The City's executive order (EO-2018-04-Healthy St. Pete) establishing "Health in all policies" that provides health to be a consideration of new policy and plans.
- The City's executive order (EO-2017-01- Sustainable St. Petersburg) is a commitment to delivering sustainable policies and programs to address City environmental, social, and economic challenges.
- The St. Petersburg Complete Street Implementation Plan (specifically context classification/street types, modal priority, and facility recommendations).

Task 5.3 - District Open House

An in-person open house will be held during the final phase of the project to present the recommendations for the Grand Central District Master Plan to the community. The open house format will allow for staggered attendance within a predetermined timeframe window to provide participants with flexibility and to meter the facility capacity for safe distancing. A "virtual" open house will be available on the project website where the community can review the project recommendations and provide comments on the Master Plan elements.

Task 5.4 - District Master Plan Final Document

A/E will compile the results of the Grand Central District Master Plan effort into a Final Document. The structure of the Final Document will follow the phases of the study and include chapters for Community Engagement, Existing Conditions, District Framework,

and District Master Plan that includes a text narrative with analysis and recommendations, and graphics. The Final Document will be easily navigable and balance narrative with visually compelling graphics and formatting. The Final Document will be accessible and optimized for digital and web viewing. An appendix will be included that includes more detailed background data important to supporting the recommendations. The City will have up to two reviews of the final draft of the master plan with comments requiring changes to the final document by the A/E.

Task 5.5 – Presentation to Public Bodies

A/E will facilitate three (3) in-person presentations to public bodies in support of seeking approval for the Grand Central District Master Plan. A/E will summarize the results of the master plan effort into one (1) PowerPoint slide deck that will be used for each meeting. A/E will circulate the PowerPoint slide deck with The City two (2) weeks prior to the first meeting. The City will have up to two (2) reviews of the PowerPoint slide deck with comments requiring changes to the presentation by the A/E. The public bodies are as follows:

- The Citizens Advisory Committee for the South St. Petersburg Community Redevelopment Area
- The Community Planning and Preservation Commission
- The St. Petersburg City Council

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.

	<u>Number of Days from NTP</u>
Task 1 – Project Management	10
Task 2 – Community Engagement	10
Task 3 – Existing Conditions	10
Task 4 – District Framework	92
Task 5 – District Master Plan	169

IV. A/E'S RESPONSIBILITIES

A/E shall provide the services described in the above Scope of Services.

V. CITY'S RESPONSIBILITIES

The City's participation under this Task Order is anticipated to include, but not limited to the following:

- Project manager

- Provide existing GIS information
- Provide past plans in the area and applicable regulations

VI. DELIVERABLES

All deliverables will be provided to the City as specified below:

Task 1

- Project Schedule
- Bi-weekly Project Meetings – up to twenty-six (26)
- Bi-weekly Project Snapshots – up to twenty-six (26)
- Invoices with Progress Reports – up to twelve (12)

Task 2

Tools and meeting/workshop platforms and methods to be used include:

- Content provided for City developed, hosted, and managed Project Website throughout project duration
- MetroQuest Engagement Survey Platform (1)
- Virtual Meeting/Workshop Platform (1)
- In-person Design Charrette (1)
- In-person Open House (1)
- Small Group Work Sessions (virtual, up to 4)
- Individual meetings with City Departments and stakeholders (up to 6)
- Pop-up Events (A/E will support agency staff)

Task 3

- Existing Conditions Technical Memorandum
- Meetings with the local development community (up to 4)
- Market Snapshot
- Summary of community engagement and input received in District Master Plan Final Document
- Summary of existing conditions in District Master Plan Final Document

Task 4

- District Framework Technical Memorandum
- District Design Charrette Facilitation
- District Design Charrette Presentation Deck
- Content provided for City developed, hosted, and managed Project Website

Task 5

- District Master Plan Final Document
- District Open House Facilitation
- District Open House Presentation Deck
- Content provided for City developed, hosted, and managed Project Website

VII. A/E'S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E the lump sum amount of **\$177,954.10**.

The total Task Order amount is **\$177,954.10**, per Appendix A.

VIII. PROJECT TEAM

Work under this Task Order will be completed by WSP USA, Inc. The subconsultant Kittleson & Associates will have a role in Task 3.3: Multimodal Connectivity Assessment and Task 3.4 Safety Assessment.

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)

WSP USA Inc. _____
(Company Name)

WITNESSES:

By: _____
(Authorized Signatory)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name)

Date: _____

By: _____
(Signature)

(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Grand Central District Master Plan
Project No. 22078-129

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Senior Planner	Chief Planner	Planner	Planner	Senior Planner	Senior Planner	Planner	Chief Planner	Senior Programmer	Planner	Planner	Planner	Secretary / Clerical	Total Hours	Labor Cost
Functional Title		Project Manager	Principal In-Charge	Senior Urban Designer	Urban Designer	Senior Transportation Planner	Outreach Lead	Digital Outreach	Senior Market Lead	Market	Visualization	Senior Web Designer	Planner	Clerical		
Direct Salary		\$ 59.72	\$ 105.17	\$ 43.33	\$ 34.91	\$ 68.32	\$ 69.95	\$ 38.67	\$ 129.33	\$ 72.21	\$ 47.10	\$ 55.69	\$ 34.51	\$ 23.37		
Multiplier 2.8674		\$ 111.53	\$ 196.40	\$ 80.92	\$ 65.20	\$ 127.59	\$ 130.63	\$ 72.22	\$ 241.52	\$ 134.85	\$ 87.96	\$ 104.00	\$ 64.45	\$ 43.65		
Billing Rates ¹		\$ 171.25	\$ 301.57	\$ 124.25	\$ 100.11	\$ 195.91	\$ 200.58	\$ 110.89	\$ 370.85	\$ 207.06	\$ 135.06	\$ 159.69	\$ 98.96	\$ 67.02		
TASK																
1	Project Management	100												18	118	\$ 18,331.36
2	Community Engagement	8	6	20	20	8	60	24					20	166	\$ 25,909.26	
3	Existing Conditions	16	1	40	60	8			24	40			40	229	\$ 36,726.65	
4	District Framework	16	1	40	40								40	137	\$ 15,974.37	
5	District Master Plan	40	5	100	180	1			8	20	40	40	40	474	\$ 61,854.96	
Totals		180	13	200	300	17	60	24	32	60	40	40	140	1124	\$ 158,796.60	

II. Fee Calculation

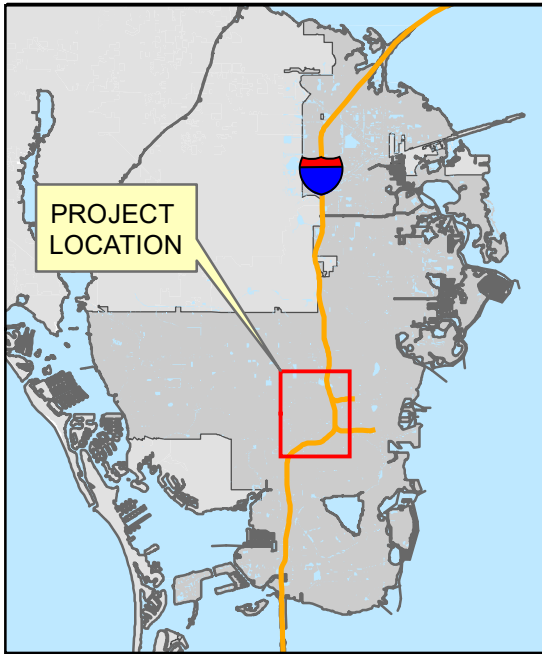
Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$18,331.36	\$0.00	\$0.00	\$0.00	\$18,331.36
2	\$25,909.26	\$4,000.00	\$0.00	\$0.00	\$29,909.26
3	\$36,726.65	\$0.00	\$15,000.00	\$157.50	\$51,884.15
4	\$15,974.37	\$0.00	\$0.00	\$0.00	\$15,974.37
5	\$61,854.96	\$0.00	\$0.00	\$0.00	\$61,854.96
Total	\$158,796.60	\$4,000.00	\$15,000.00	\$157.50	\$177,954.10

III. Fee Limit

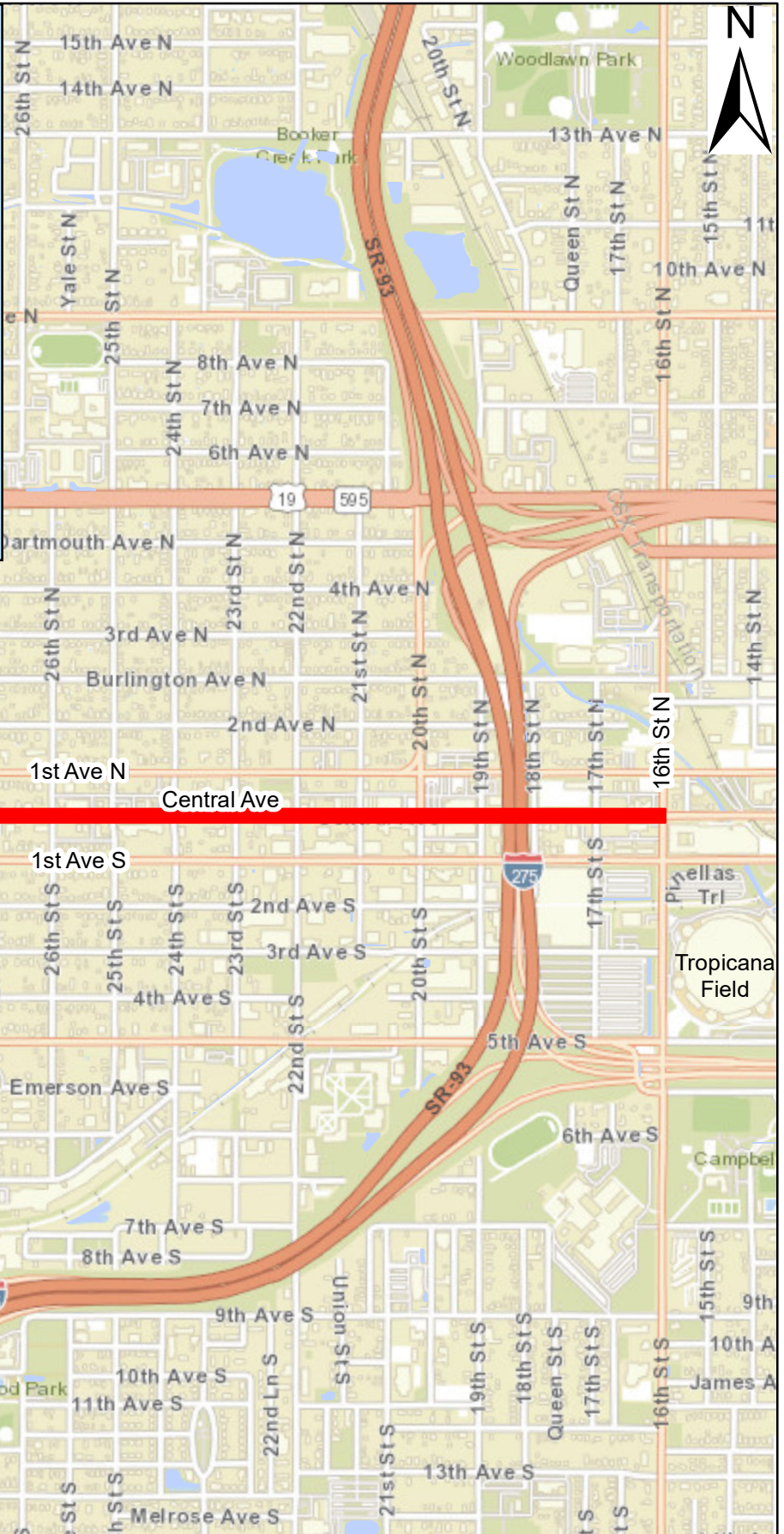
Lump Sum Cost	\$177,954.10
Allowance⁴	
Total:	\$177,954.10

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for: Travel
3. Includes 1.05 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



PROJECT LOCATION



PROJECT LOCATION

Central Ave

Document Path: S:\ArcGIS\2022\ENG\21060-110 1St Ave N & 58th St N SDI.mxd

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST PETERSBURG


Grand Central Master Plan
Project No. 22078-129

APPROVED BY:

DATE:

5/25/2022

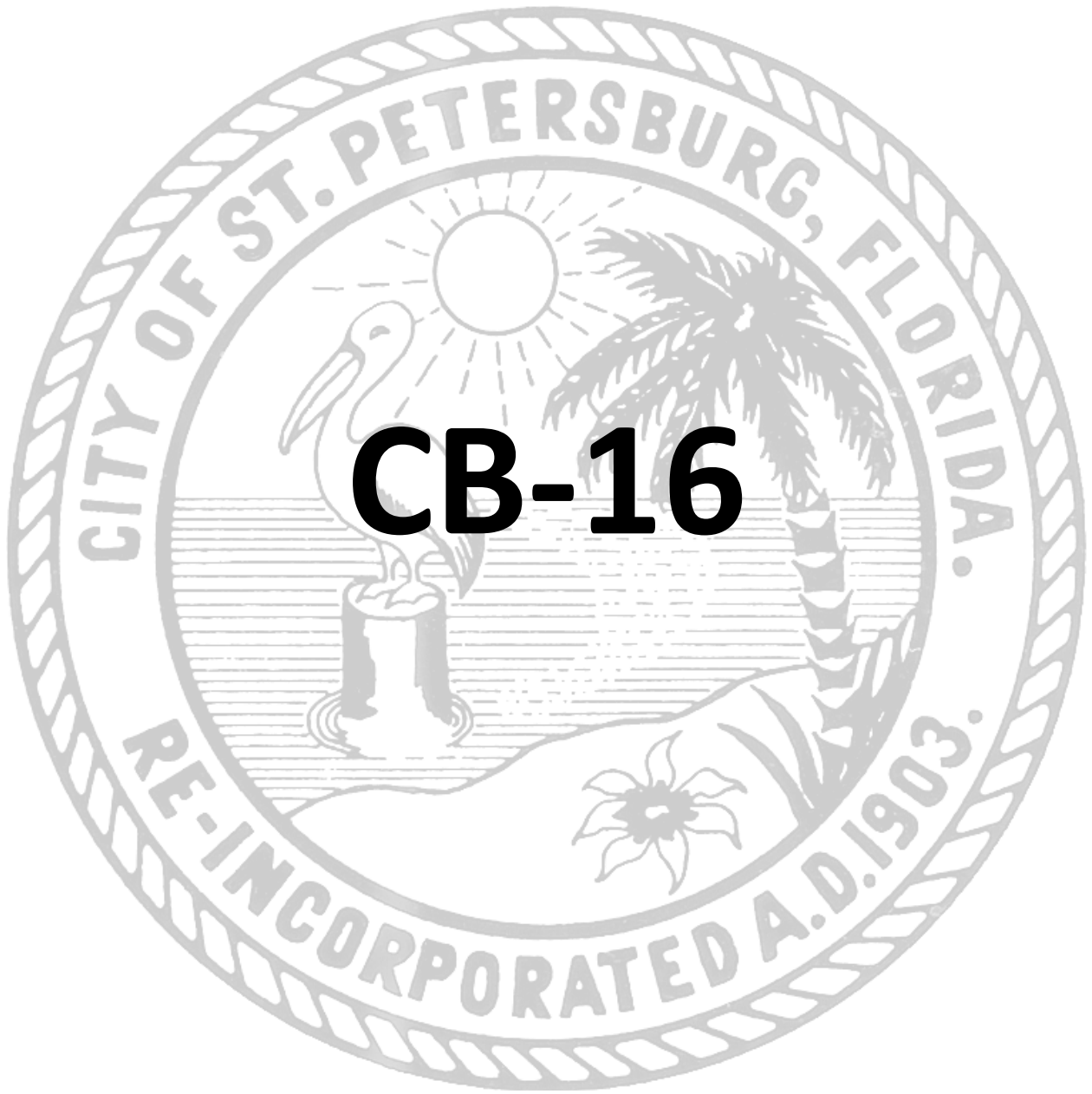


 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					164244
Name:	Johnson, Sarah B	Request Date:	02-JUN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 6/16
Message:	22078-129 - WSP USA - Grand Central Master Plan - Task Order
Supporting Documentation:	Grand Central Master Plan - Task Order - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	02-JUN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	02-JUN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	02-JUN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	02-JUN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution confirming the appointment of Kiona Singleton as a Regular Member and Kristin Morico as an Alternative Member to the Development Review Commission; and providing an effective date.
Please scroll down to view the backup material.




CB-16



MEMORANDUM

Council Meeting of June 16, 2022

To: The Honorable Gina Driscoll and Members of City Council
From: Mayor Kenneth T. Welch 
Subject: Confirmation of Appointments to the Development Review Commission ("DRC")

I respectfully request that City Council confirm the following appointments:

The appointment of Kiona Singleton as a regular member to the Development Review Commission to serve an unexpired three-year term, vacated by Freddy Cuevas, ending September 30, 2022, followed by a three-year term, ending September 30, 2025.

The appointment of Kristin Morico as an alternate member to the Development Review Commission to serve an unexpired three-year term, being vacated due to Ms. Singleton's appointment as a regular member, ending September 30, 2022, followed by a three-year term, ending September 30, 2025.

A copy of Ms. Singleton's and Ms. Morico's resumes are attached for your information.

EA
Attachment

cc: Elizabeth Abernethy, Director, Planning & Development Services Department
Joe Moreda, Zoning Official

A RESOLUTION CONFIRMING THE APPOINTMENT OF KIONA SINGLETON AS A REGULAR MEMBER AND KRISTIN MORICO AS AN ALTERNATE MEMBER TO THE DEVELOPMENT REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Kiona Singleton as a regular member to the Development Review Commission to serve a partial term ending September 30, 2022, followed by a three-year term, ending September 30, 2025.

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Kristin Morico as an alternate member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2022, followed by a three-year term, ending September 30, 2025.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

/s/ Michael J. Dema

City Attorney or (Designee)

Kiona Singleton

St. Petersburg, FL - 912-844-6599 Email: Kionasingleton@yahoo.com

Multi – faceted professional with a background in real estate, operations, and management. Tremendous ability to communicate with people, great problem solver, strong ability to adapt to new environments, and team player. A proven take-charge leader with a keen ability to exceed goals and deliver value in any role.

AREAS OF EXPERTISE

- Relationship Management
- Negotiations, Contracts
- Conflict Resolution
- Marketing
- Customer Service, & Daily Office Operations
- Diversity & Inclusion
- Property Management
- Policy/Process Compliance
- Yardi, Dotloop, TorchX (CRM), Market Leader, OneSite, PeopleSoft
- Effective Communicator
- Vendor Management
- People & Process Management
- Community Involvement
- Microsoft Office, Printshop Publisher, Outlook

PROFESSIONAL EXPERIENCE

Fathom Realty/Kiona Singleton Enterprises, LLC/ Smith & Associates/Keller Williams Realty 2012-present

District Director (Managing Broker)/ Real Estate Agent

Hires, recruits, and trains real estate agents. Manages local real estate office. Approves all agent contracts for state compliance. Provides technical guidance on real estate law. Mentors and coaches' new sales agents to develop proper sales techniques and best ways to recruit new clients. Continuously implements specific processes tailored to individual clients based on buyer/seller profile. Practices a high degree of conflict resolution when they arise during the buying process. Serves as the main point of contact to sub-contractors during the due diligence period which also entails getting quotes for repairs. Coordinates the production of direct marketing campaigns for sale or lease of properties to include customized property information materials, comparable market analysis, market and industry research, and targeted mailing lists. Reviews marketing budget quarterly. Oversees the recording, tracking, and monitoring of sales, leases, and listing transactions. Keeps track of all expenses, client credits, commissions and pipelines related to the transaction. Markets the company to potential buyers and sellers. Prepares contracts for purchase and sale. Audits files against invoices, disclosures, and contract agreements for personal business.

Junior League of Charlotte 2016-2018

Advisor-Membership Development

Planned mandatory monthly meetings for provisional members. Advised provisional members on policies and procedures within the league. Analyzed and audited members progress to meeting membership requirements. Practiced efforts of inclusion among all members. Support other committees during training offered at the league. Served on the Equity Impact Council. Contributed to the implementation of a new diversity platform within the league. Coordinated volunteer activities with the Breastfriends of Charlotte, along with the Junior League Warehouse which was designed to provide lower cost clothing to members of the community.

Landmark 24 Homes (market rate)/Concord Management, LTD (tax credit) 2009-2012

Assistant Property Manager - Leasing Consultant

Assisted the property manager in daily rental operations. Interfaced directly with the clients, including taking them on property tours, resolving issues and responding to pricing inquiries. Issued warnings/HOA violation letters. Posted rental payments, fines, and processed final account statements to company system. Performed walk throughs and move-out inspections. Put into practice best marketing practices and strategies to maximize value for the owners. Made pricing suggestions for rental increases on existing property as well as new acquisitions through market surveys. Processed applicant background checks with complete confidentiality. Implemented resident renewal rate and prepared renewal agreements. Ensured proper compliance was completed in-line with tax credit housing guidelines. Prepared files for eviction proceedings and attended court as needed. Implemented processes by following all equal housing federal guidelines.

EDUCATION & LICENSES

Savannah State University, Savannah GA

Bachelor of Business Administration with emphasis in Management

Real Estate License - Broker GA, NC, SC, and FL



Kristin (Kris) Morico. P.E., BCEE, CSP, D. WRE, F. ASCE, F. WEF

Kris has over 35 years of corporate, academic and professional society senior executive leadership experience in environmental, health and safety (EHS), enterprise risk mitigation, sustainability, ESG and engineering. She has led global EHS operations for Fortune 100 companies, including Baxter International, GE, Tyco International, United Technologies Corporation - Pratt & Whitney and Asea Brown Boveri - Combustion Engineering, Inc.

Presently Kris is the Vice President EHS and Sustainability for Baxter. In this role Kris is the senior executive responsible for the EHS and Sustainability function at the company including proactively sustaining compliance, enterprise EHS risk assessment/mitigation and corporate ESG activities as well as advancing a step-change functional transformation across all of Baxter. In her role she routinely engages with the Baxter Board of Directors and its subcommittees as well as the investor community on related ESG/EHS matters.

Kris earned a B.S. in Biology from Fairfield University, an M.S. in Civil Engineering from the University of Connecticut, a Master's in Environmental Management from Yale University, and an Executive MBA from the University of Connecticut. She is a licensed Professional Engineer in nine states; a Board-Certified Environmental Engineer in the American Academy of Environmental Engineers and Scientists; a Certified Safety Professional, and Diplomate Water Resources Engineer (one of approximately 700 globally).

For several years, Kris was a visiting lecturer at the Yale School of Environmental Studies and previously served on its alumni board. She was inducted into the Academy of Distinguished Engineers at the University of Connecticut, School of Engineering, and presently serves on both the University of Connecticut's School of Engineering and Civil and Environmental Engineering advisory boards. Kris is also an advisory board member of ehsAI, an artificial intelligence developer for EHS compliance.

An active member in several professional and philanthropic organizations, Kris is a Fellow in the American Society of Civil Engineers as well as the Water Environment Federation, long time member of the American Water Works Association (AWWA), President of the American Academy of Environmental Engineers and Scientists (AAEES), and a former President of the National Association of Environmental Managers (NAEM). Kris was selected as an honoree in the Connecticut Women's Hall of Fame in 2019 and elected Fellow in the Water Environment Federation (WEF) in 2021. Kris was also appointed as the Water Ambassador at Baxter for the communities in which the company operates as well as serving as President of the Baxter LGBTQ+ community affinity group. Most recently Kris was named as a 2022 Awardee, Top 100 Women Leaders of Tampa.

SUMMARY OF EXPERIENCE

- 35 years of progressive integrated EH&S, enterprise risk mitigation, sustainability, ESG and engineering leadership; 16 years as a senior executive at large Fortune 100 companies.
- Proven leadership directly managing large organizations and virtual teams; proven record of success in staff development, coaching and leadership.
- Developed strong relationships with multiple, global regulatory agencies, NGOs and community organizations including EPA, OSHA, DOE and numerous US state and local governmental agencies and other external stakeholders.
- Routine Board of Director (BOD) and investor stakeholder interactions focused on EHS compliance and ESG matters.
- Long-term active participation in philanthropic activities and charitable causes including Yale University Day of Service and School of Environment Alumni Board, University of Connecticut Foundation and School of Engineering, corporate and local LGBTQ+ activities, ASCE mentoring programs.
- Successfully managed department operating budgets in excess of \$10M and environmental remediation budgets/reserves in excess of \$100M.
- Leadership responsibility for directing significant response efforts including Fukushima potable water related radiological concerns and spill/release response activities.
- Proven record achievement of both EHS compliance and multi-generational sustainability goals prior to final goal year end at Fortune 100 companies.
- Highly successful record of navigating complex matrix organizations and fostering high energy collaboration across functions and operating units.

DETAILED EXPERIENCE

Baxter

Deerfield, IL

2020-Present

Vice President EHS and Sustainability

Kris is the Vice President EHS and Sustainability for Baxter, a \$12B public company. In this role Kris is the senior executive responsible for the EHS and Sustainability function at the company covering over 50,000 employees and 100+ geographic locations including proactively sustaining compliance, enterprise EHS risk assessment/mitigation and corporate ESG activities as well as advancing a step-change functional transformation across all of Baxter. Kris has responsibility for the entire function consisting of 9 direct reports and 350 site and regional EHS&S staff. Kris presently is accountable for the entire "E" pillar of ESG, Protect Our Planet, as well as strategic leadership for the Social and Governance pillars. In her role she routinely engages with the Baxter Board of Directors and its subcommittees as well as the investor stakeholder community on related ESG/EHS matters. Kris leads the Baxter LGBTQ+ affinity group globally.

Jacobs

Denver, CO

2019-2020

Vice President and Client Account Executive

Kris is a member of the Jacobs Global Environmental Solutions leadership team focusing on relationship development and management with several new and current Jacobs clients, while also leading initiatives to enhance the company's focus on a variety of strategic initiatives including industrial water and wastewater services, enterprise risk assessment/mitigation and corporate sustainability.

AECOM

Rocky Hill, CT

2018-2019

EHS Management Strategic Executive Director

As AECOM's EHS Management Strategic Executive Director, Kris worked with world-class EHS professionals and her extensive professional network to bring innovation, reliability and credibility to the industrial client base. She provided leadership for teams that provide integrated EHS management consulting services including multi-media auditing and risk assessment/mitigation, due diligence, management systems, organizational transformation and realignment among several other broad offerings.

General Electric

Fairfield, CT

2014 – 2017**Global Leader – Environmental Programs**

- Responsible for the development and implementation of comprehensive, multimedia environmental, health and safety (EH&S) programs covering over 330,000 employees and over 500 locations globally for a diversified \$150B manufacturing portfolio.
- Directly managed corporate environmental team consisting of 2 senior leaders and indirectly provided leadership for >20 regional environmental leaders globally and several health and safety as well.
- Responsible for driving effectiveness of GE's EH&S management system and internal excellence program resulting in proactive risk mitigation across the enterprise including upgrading its conventional EH&S incident investigation processes to an EH&S event analysis approach embracing the principals of Human and Organizational Performance (HOP).
- Responsible for revamping EH&S event reporting categories and key performance indicators for the enterprise.
- Leader for enterprise risk mitigation efforts employing the use of transformational predictive analytics and other assessments to optimize EH&S risk and hazard identification across GE.
- Leadership responsibility to assess climate change related/resiliency enterprise risk and provide recommendations to control and/or eliminate.
- A key leader of the GE ecomagination team on strategy development, internal/external reporting obligations and project implementation to advance water, GHG, and energy footprint goals across the company. Directed several Life Cycle Assessment (LCA) activities and supported several supplier and customer related sustainability activities.
- Key leader of the GE Supplier Responsibility Program (SRP) including development and implementation of Key Performance Indicators (KPIs) for ESG related aspects.
- Coordinates ISO 14001 activities across GE including participation on US TAG 207 ST1 and provided implementation strategy for ISO 45001:2018, health & safety equivalent.
- Provided leadership and strategy to enhance EH&S governance including new approaches such as Bowtie™ and scenario-based auditing, HAZOP and FMEA assessments.
- Key leader in the GE Corporate LGBTQ+ affinity group.
- Continues to have responsibility for several activities carried over from previous role.

2006 – 2014**Global Leader - GE Water Program**

- Strategic development of GE's 4th ecomagination commitment to reduce water consumption by 25% by 2015; achieved 42.5% reduction in 6 years of goal launch and 29% for second generation 20% by 2020.
- Led strategic implementation of GE's Environmental Excellence Certification Program.
- Across GE globally reduced occurrences of wastewater exceedances by 50% and more than 50% for spills and releases for GE manufacturing locations globally over a 9-year period.
- Leadership for Emergency Planning Community Right to Know Act (EPCRA) and Pollutant Release and Transfer Register (PRTR) programs across GE; restructured EPCRA program creating a pre-submission review process reducing reporting errors.
- Implemented Environmental Framework enhancements across the company 2010-2012.
- Deployed to coordinate emergency response activities for GE Japan working with regional business executives during the Fukushima disaster including health & safety radiological considerations to assess exclusion zone and its safe access and potable water quality.
- Leadership responsibility for creating an Enterprise Risk Task Force including PSM, SEVESO, and RMP across GE (2011 – 2013) focusing on health & safety enterprise risks.
- Leader for conducting GE "Session E" operating reviews which successfully drove both positive cultural and behavioral change across all businesses driving improved EH&S performance for GE; a key differentiator.
- Ownership for key EH&S metrics reported in GE's Corporate Responsibility Report including: wastewater exceedances, spills & releases, Toxic Release Inventory data, ecomagination water goal metrics/goal and Environmental Excellence Certification.
- Led the strategic activity of EH&S management system consolidation/simplification globally including both health & safety and environmental components with the adoption of a new high EH&S risk element.
- Led M&A/divestiture integration process improvement for EH&S across the company.
- Strategic leadership and architect for developing and implementing a regional shared services organization; OneEHS.

**Yale University School of Environment
2011 - 2016
Visiting Lecturer**

New Haven, CT

- Responsible for syllabus assembly, lectures and associated activities for developing and delivering a leadership professional development course entitled "Fundamentals of Environmental Leadership and Management" multiple semesters over 6 years. Developed another course "Environmental Engineering 101" not delivered.

**Tyco International (US), Inc.
2004 – 2006**

Princeton, NJ

Director Environmental Programs

- Developed and implemented comprehensive, multimedia environmental programs covering over 260,000 employees and 1,800 locations globally for a diversified \$40B manufacturing portfolio.
- Leadership responsibility for the conceptualization, data collection, verification and external publication of Tyco International's first EH&S Report issuance.
- Acted as a principal regulatory agency liaison including Connecticut Department of Environmental Protection (CTDEP), EPA, and the Wisconsin Department of Natural Resources (WDNR).
- Enhanced relationship with CTDEP during \$14M post-criminal penalty settlement phase with the Tyco Printed Circuit Group (Stafford, CT).

**United Technologies Corporation - Pratt & Whitney
1998-2004**

East Hartford, CT

Director, Global Environmental Programs and EH&S Governance

- Responsible for the oversight and implementation of comprehensive environmental and EH&S compliance assurance programs for the \$9.3B portfolio covering over 35,000 employees and 100 locations globally.
- Directly managed & provided leadership for 17 environmental, EH&S compliance assurance, and support staff.
- Accountable for environmental policy and program development, strategic planning, implementation and harmonization of policies for all business sites globally and promoting the integration of EH&S into the business function continuing many responsibilities from previous role.
- Served as a principal liaison with multiple regulatory agencies including EPA, OSHA, and numerous state and local governmental organizations and other external stakeholders.
- Presented quarterly senior executive EH&S reviews for the President and his direct reports.
- Extensive technical oversight of global, environmental remedial liabilities for the division in excess of \$100 M consisting of over 10 EPA corrective action sites located in multiple US states, a significant remedial investigation/corrective measure/stabilization activity in Rzeszow, Poland, and third-party liability suits.
- Primary liaison with UTC Corporate on EH&S matters.

Manager, Global Environmental Programs and Assessments

- Architect for development and implementation of an internal shared service organization providing comprehensive EH&S services for all Pratt & Whitney.
 - Assembled operating budget of \$7.4M; expanded the organization from 17 to 36 EH&S staff.
 - Directly managed all environmental, compliance assurance, and support staff including financial and administrative oversight for the group.
- Development of robust EH&S management systems aligned with UTC Corporate resulting in the achievement of an umbrella ISO 14001 certification across the division.
- Leadership responsibility for achieving waste generation, energy use, water consumption, air emissions goals for the division. Exceeded expectations year over year.
- Successfully managed annual compliance audits for the division, fulfilling the ongoing obligations of an EPA/DOJ Consent Decree.
- Provided strategic direction for the successful renewal of a complex NPDES permit for the East Hartford campus (most complex wastewater permit in State of CT inventory).
- Successfully directed two large spill mitigation/remediation efforts for jet fuel releases where each was effectively stabilized prior to causing environmental impacts to adjacent surface waters.
- Coordinated response activities for two serious safety incidents, including a fatality, associated with the San Jose Space Propulsion facility. Served as the principal liaison with both federal OSHA and Cal/OSHA officials.
- Engineering oversight for multi-million-dollar jet fuel storage and conveyance system upgrades at 3 major production and test facilities to mitigate significant enterprise risk and potential business interruption.
- Responsible for remedial technical oversight of environmental liabilities in excess of \$95M.

Environment, Health & Safety Manager**Middletown, CT**

- Responsible for site wide environmental health & safety compliance of a 1,100 acre-facility.
- Assessed and enhanced staff capability providing leadership for all site environmental health and safety professionals and support staff.
- Accountable for the development and deployment of all health and safety programs covering 3,500 employees.
- Direct interaction with unionized workforce regarding health & safety matters.

**Asea Brown Boveri (ABB) - Combustion Engineering, Inc.
1996 – 1997****Windsor, CT****Environmental Services Leader / Environmental Compliance Officer**

- Responsible for multi-media environmental compliance of a 600 acre DOE FUSRAP site.
- Technical oversight for a complex remedial investigation of a former nuclear fuel manufacturing operation with high and low enriched uranium and solvent contamination.
- Managed a shared service organization of 8 EH&S professionals with department budgets exceeding \$2.0M and remedial projects ranging between \$5.0M - \$100M.

**Malcolm Pirnie, Inc.
1994 – 1996, 1990-1992****White Plains, NY****Senior Project Engineer/ Regional Project Manager & Project Engineer**

- Responsible for managing various environmental projects for industrial and municipal clients located throughout the US and Puerto Rico.
- Technical leader for several design projects including large industrial wastewater treatment plant/ chemical feed delivery system designs (1.0 MGD – 5.0 MGD).
- Performed oversight of technical personnel.

**Bristol-Myers Squibb - Clairol Worldwide, Inc.
1992-1994****Stamford, CT****Supervisor, Environmental Engineering**

- Managed ongoing environmental compliance with federal, state, and local regulations including both manufacturing and R&D operations.
- Served as the team leader for the institution of a new hazardous waste program.
- Directly supervised technical staff consisting of environmental specialists/operators.

**South Central Connecticut Regional Water Authority (SCCRWA)
1987-1990****New Haven, CT****Process Engineer**

- Responsible for the design and operation of direct filtration pilot plants simulating full scale operations (up to 80 MGD) to evaluate alternative treatment techniques; design configurations implemented full-scale.

EDUCATION

B.S. (Biology); Fairfield University

M.S. (Civil Engineering); University of Connecticut

M.E.M. (Environmental Management); Yale University

E.M.B.A. (Business Administration); University of Connecticut

PRINCIPAL REGISTRATIONS/CERTIFICATIONS

Licensed Professional Engineer: CT, ME, VT, NH, MI, MA, TX, NY, IA (Environmental Engineering)

Board Certified Environmental Engineer, AAEEES (Water/Wastewater)

Certified Safety Professional, BCSP

Diplomate Water Resources Engineer, ASCE/EWRI

Environmental Laboratory Director State of CT, CTDPH

IRCA ISO 14001:2015 Provisional Lead Auditor

KEY PROFESSIONAL AFFILIATIONS

ehsAI Advisory Board Member (2019-present)

World Environment Center, Board Member (2020-2021)

University of Connecticut, School of Engineering, Advisory Board Member (2009-present)

Yale University School of Forestry and Environmental Studies Visiting Lecturer (2009-2016)

American Academy of Environmental Engineers, Board Member, President, past President (2019-2020)

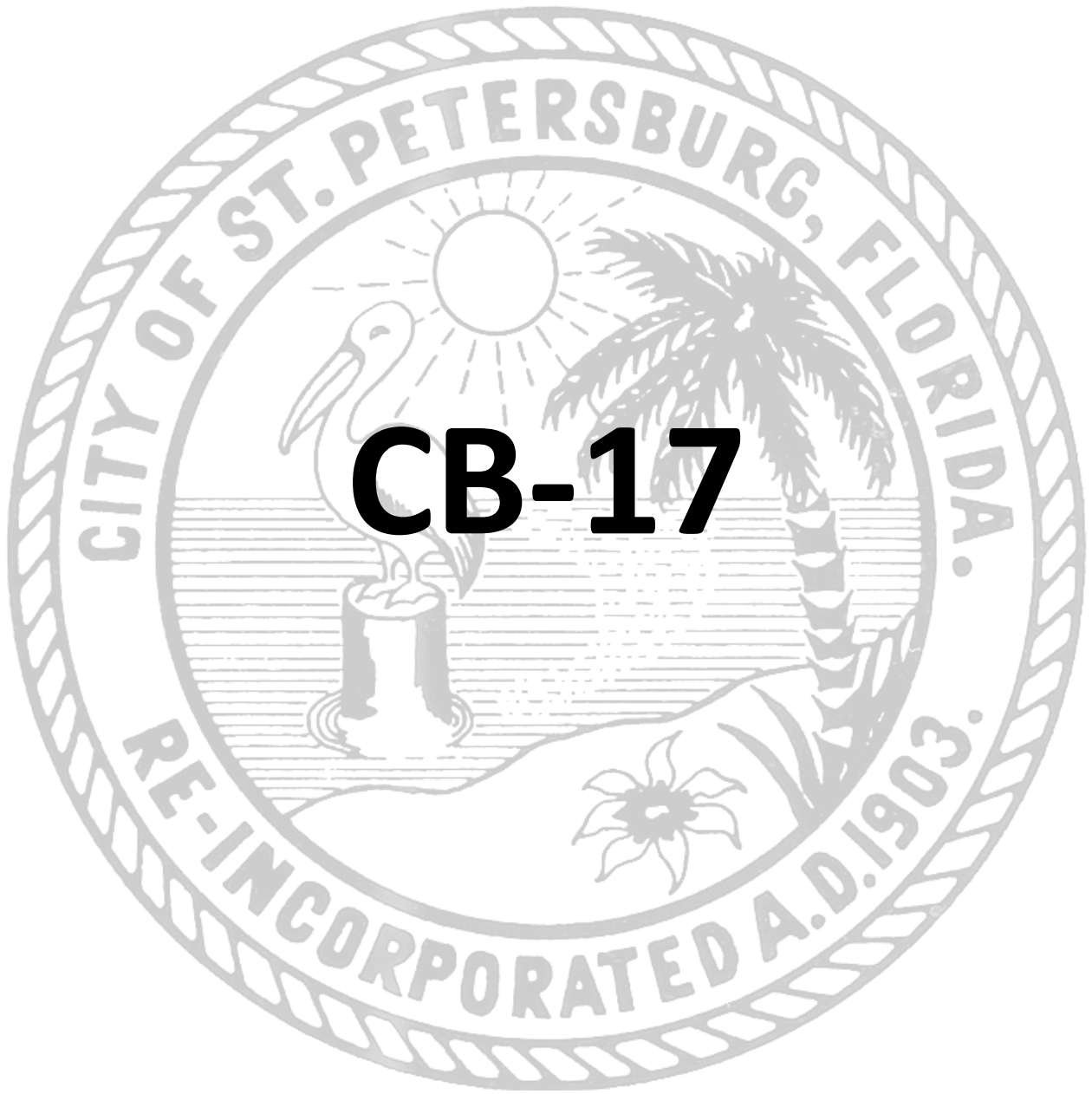
National Association of Environmental Managers, Board Member, President (2017-2018)
Yale University School of Environmental Forestry and Environmental Studies Alumni Board Member (2015-2018)
University of Connecticut School of Engineering and Foundation Endowment (2017- present)
Town of North Haven Connecticut Inland Wetland Commission (1999 – 2004)
Town of Hamden Connecticut Inland Wetland Commission (2020 – 2021)
West Windsor New Jersey Board of Planning and Zoning Appeals (2006)
American Society of Civil Engineers (ASCE), Fellow
American Society of Safety Engineers (ASSE)
American Association Water Resource Engineers (AAWRE), Diplomate
American Water Works Association (AWWA)
Water Environment Federation (WEF), Fellow
Board Certified Safety Professionals (BCSP)
Environment & Water Resources Institute (EWRI)
Baxter LGBTQ+ Affinity Group President (2021 – present)
Baxter Water Ambassador (2021 – present)
GE LGBTQ+ Affinity Group (2006 – 2011)

RECOGNITION

Selected as a 2022 Awardee, Top 100 Women Leaders of Tampa
Selected as 2019 Honoree Connecticut Women's Hall of Fame
Elected into the Academy of Distinguished Engineers, University of Connecticut School of Engineering
Elected Board Trustee, Vice President and President, American Academy of Environmental Engineers and Scientists
Elected Fellow, American Society of Civil Engineers
Elected Fellow, Water Environment Federation

The following page(s) contain the backup material for Agenda Item: A Resolution Amending City Council Resolutions No. 2017-541 and no. 2019-558 to increase the Neighborhood Stabilization Program (NSP) maximum loan amount from \$150,000 to \$250,000 and to eliminate the minimum developer contribution requirement; providing that all other provisions of Resolutions No. 2017-541 and No. 2019-558 not amended herein shall remain in full force and effect; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

Please scroll down to view the backup material.



CB-17

ST. PETERSBURG CITY COUNCIL

Consent Agenda
Meeting of June 16, 2022

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

SUBJECT: Approval of a Resolution Amending City Council Resolutions No. 2017-541 and No. 2019-558 to increase the Neighborhood Stabilization Program (NSP) maximum loan amount from \$150,000 to \$250,000 and to eliminate the minimum developer contribution requirement; providing that all other provisions of Resolutions No. 2017-541 and No. 2019-558 not amended herein shall remain in full force and effect ; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: City Council previously adopted Resolution No. 2017-541, authorizing the Mayor or his designee to convey 39 City-owned, Neighborhood Stabilization Program (“NSP”) vacant lots for the purpose of constructing new, affordable homes on the lots to be purchased by low and moderate-income persons. Subsequently, City Council adopted Resolution No. 2019-558, amending Resolution No. 2017-541 to change the maximum loan amount and decrease the minimum developer contribution level.

Bright Community Trust, Inc., St Jude Great Commission CDC in partnership with Habitat for Humanity of Pinellas, and East Tampa Business & Civic Association (ETBCA) were selected through an RFP process as the developers who would construct single family homes on city owned NSP lots, however, the partnership between St Jude Great Commission CDC and Habitat has dissolved after construction of one home and ETBCA never completed a home. The remaining developer selected under the RFP, Bright Community Trust, has completed construction of 5 NSP homes and successfully sold them to first time homebuyers using the land trust model or is renting them to households with incomes at or below 50% of the area median income. Bright Community Trust has submitted updated construction development plans and cost estimates and is ready to move forward with construction on 3 final NSP lots if the increased funding amount is authorized.

The Administration has verified that the cost to construct a new home has substantially increased due to Covid-19 related material delays and inflation and that the developer contribution requirement is a local requirement that is not necessary as part of the NSP program and therefore is requesting that 1) the maximum NSP loan amount referenced in Resolution No. 2019-558 be amended from \$150,000 to \$250,000 and 2) the developer contribution requirement be eliminated. This will allow Bright Community Trust to begin construction of the 3 new homes which will be sold to households with incomes at or below 120% of the area median income using their land trust program. These revisions will enable the City to draw down its remaining NSP funding in order to begin closing out the City’s NSP Program as requested by the U.S. Department of Housing and Urban Development (“HUD”). Any program income from the sale of the 3 properties constructed by Bright will be placed in the CDBG program income account for CDBG eligible

NO. 2017-541

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO CONVEY THE 39 CITY-OWNED, NEIGHBORHOOD STABILIZATION PROGRAM ("NSP") VACANT LOTS IN THE CITY'S LAND BANK INVENTORY ("LOTS") IDENTIFIED ON THE LIST ATTACHED HERETO, TO QUALIFIED DEVELOPERS FOR THE PURPOSE OF CONSTRUCTING NEW, AFFORDABLE HOMES, ON THE LOTS, TO BE PURCHASED BY LOW AND MODERATE-INCOME HOUSEHOLDS IN THE CITY'S SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA ("CRA"); PROVIDING THAT ALL LOTS WILL BE CONVEYED FOR NOMINAL CONSIDERATION TO THE QUALIFIED DEVELOPERS WITH THE REQUIREMENT THAT EACH PROPERTY SHALL HAVE AN AFFORDABILITY PERIOD OF A MINIMUM OF 10 YEARS, AS PROVIDED IN A MORTGAGE FROM THE HOMEBUYER, RESTRICTIONS ON THE DEED, OR CONVEYANCE OF THE LOT TO AN AFFORDABLE HOUSING LAND TRUST; AUTHORIZING THE ADMINISTRATION TO PROVIDE FUNDING UP TO \$100,500 AT 0% INTEREST FROM AVAILABLE NSP FUNDS TO DEVELOPERS TO CONSTRUCT EACH NEW HOME; AUTHORIZING THE ADMINISTRATION TO PRIORITIZE THE ORDER OF THE CONVEYANCE OF THE LOTS; AUTHORIZING THE ADMINISTRATION TO ESTABLISH QUALIFICATIONS AND PROCEDURES FOR DEVELOPERS TO PARTICIPATE IN THE PROGRAM; AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AGREEMENT WITH EACH QUALIFIED DEVELOPER THAT PROVIDES FOR ITS COMPLIANCE WITH ALL OF THE APPLICABLE NSP-1 AND NSP-3 PROGRAM GUIDELINES AND THE PROVISION OF A MINIMUM OF 33% OF THE COST TO CONSTRUCT EACH HOME; AUTHORIZING THE ADMINISTRATION TO CONVEY THE UNIMPROVED CITY-OWNED NSP PARCEL LOCATED AT 331 45TH STREET SOUTH TO HABITAT FOR HUMANITY OF PINELLAS FOR NOMINAL CONSIDERATION PRIOR TO THE ESTABLISHMENT OF ANY NEW DEVELOPER PROGRAM DESCRIBED HEREIN; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS

RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Neighborhood Stabilization Programs (“NSP”) were authorized under Section 2301 (b) of the Housing and Economic Recovery Act of 2008 (“HERA”) and Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank Act”) to stabilize and revitalize communities hit hardest by the negative impact of the nation’s economic decline and housing market collapse; and

WHEREAS, on March 3, 2009, and March 10, 2011, the City executed agreements with the U.S. Department of Housing and Urban Development (“HUD”) which enabled the City to receive NSP funds to assist City homeowners; and

WHEREAS, the City, per NSP guidelines, has administered the program to provide affordable housing units for very-low, low, and moderate income individuals or families; and

WHEREAS, the City will be required to ensure that 25% of all NSP funds (including future program income) are used to house individuals or families whose incomes are at or below 50% of area median income (“VLI”) and Administration will monitor as we move forward with implementation of this phase of the program to ensure that we meet the aforementioned requirement as additional program income is generated; and

WHEREAS, the City has acquired 87 properties, facilitated the construction or renovation and sale of 45 homes, demolished 22 blighting private properties, and assisted non-profits such as Boley Centers and Catholic Charities to renovate 40 rental units for VLI households, and is in the process of facilitating development of several more parcels; and

WHEREAS, Administration has determined that it is the proper time to begin constructing homes on 39 of the NSP lots that remain in the City’s inventory; and

WHEREAS, Administration believes that developers (both for profit and not-for-profit), who have been busy constructing units in the City, should have an opportunity to assist the City with the construction of new homes in the City’s Southside Redevelopment Area; and

WHEREAS, Administration, per NSP program guidelines, may provide up to \$100,500 of NSP funding to construct a new unit, if necessary, at 0% interest; and

WHEREAS, conveyance of individual lots to experienced developers will be for nominal consideration, with the developer covering all applicable closing costs.

WHEREAS, each lot will be conveyed with the requirement that a home is constructed on the property and sold to an income eligible homeowner, whose income is at or below 120% of area median income, within 18 months of construction; and

WHEREAS, all lots conveyed in this manner shall be required to have an affordability period of a minimum of 10 years as provided in a mortgage from the homebuyer, restrictions on the deed or conveyance of the lot to an affordable housing land trust; and

WHEREAS, the Housing Department shall establish priorities for the conveyance of the NSP lots; and

WHEREAS, each developer approved to participate in the process shall be limited to one (1) lot at the beginning of the process, allocated in a fair and equitable manner, until the City is satisfied that the developer has the capacity to take on an additional lot; and

WHEREAS, developers are required to provide a minimum of 33% of the funding to construct the new home; and

WHEREAS, Administration will have the ability to convey lots to developers in accordance with this Resolution, while not having to appear before City Council to request authorization for each conveyance or to fund each individual construction loan; and

WHEREAS, funding provided to each developer shall be repaid to the City after the sale of each new home constructed in accordance with NSP program guidelines, which allow the developer to recoup their contribution (33%) from the fair market value of the property before repaying the balance to the City; and

WHEREAS, funding will only be provided to developers who have demonstrated their ability to construct new homes and deliver them on time; and

WHEREAS, a complete proforma shall be required from each developer that documents the funding on hand and the projected cost of each developer's unit along with evidence that the below market transfer of the lot from the City to the developer will translate to a discount to the NSP eligible homebuyer; and

WHEREAS, Habitat for Humanity of Pinellas successfully built on NSP lots and sold them to NSP income eligible households previously; and

WHEREAS, Habitat for Humanity of Pinellas is requesting to purchase the unimproved City-owned NSP parcel located at 331 45th Street South; and

WHEREAS, Administration requests approval of the conveyance of 331 45th Street South to Habitat for Humanity of Pinellas for nominal consideration, in accordance with the criteria set forth in this Resolution but prior to the formal establishment of any new developer program described in 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 authorized to convey the 39 city-owned, neighborhood stabilization program ("NSP") vacant lots in the city's land bank inventory ("Lots") identified, on the list attached hereto, to qualified developers for the purpose of constructing new, affordable homes, on the lots, to be purchased by low and moderate-income households in the city's South St. Petersburg Community Redevelopment Area ("CRA"); providing that all lots will be conveyed for nominal consideration to the qualified developers with the requirement that each property shall have an affordability period of a minimum of 10 years, as provided in a mortgage from the homebuyer, restrictions on the deed, or conveyance of the lot to an affordable housing land trust; authorizing the administration to provide funding up to \$100,500 at 0%

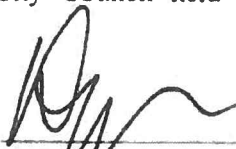
interest from available NSP funds to developers to construct each new home; authorizing the administration to prioritize the order of the conveyance of the lots; authorizing the administration to establish qualifications and procedures for developers to participate in the program; authorizing the administration to execute an agreement with each qualified developer that provides for its compliance with all of the applicable NSP-1 and NSP-3 program guidelines and the provision of a minimum of 33% of the cost to construct each home.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to convey the unimproved City-owned NSP parcel located at 331 45th Street South to Habitat for Humanity of Pinellas for nominal consideration prior to the establishment of any new developer program described herein.

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.

Adopted at a regular session of the City Council held on the 21st day of September, 2017.



Darden Rice, Chair-Councilmember
Presiding Officer of the City Council



ATTEST:

Chan Srinivasa, City Clerk



A RESOLUTION AMENDING CITY COUNCIL RESOLUTION NO. 2017-541 TO INCREASE THE ORIGINAL NEIGHBORHOOD STABILIZATION PROGRAM (NSP) MAXIMUM LOAN AMOUNT FROM \$100,500 TO \$150,000 AND TO DECREASE THE MINIMUM DEVELOPER CONTRIBUTION REQUIREMENT FROM 33% TO 30% OF PROJECT COSTS; PROVIDING THAT ALL OTHER PROVISIONS OF RESOLUTION NO. 2017-541 NOT AMENDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has established the need for additional affordable housing units as a priority in its 2016 – 2020 Consolidated Plan; and

WHEREAS, on September 21, 2017, City Council previously adopted Resolution No. 2017-541, authorizing the Mayor or his designee to convey 39 City-owned, Neighborhood Stabilization Program (“NSP”) vacant lots in the City’s land bank inventory (“Lots”) for the purpose of constructing new, affordable homes, on the lots to be purchased by low and moderate-income persons; and

WHEREAS, Resolution 2017-541 specified that funding up to \$100,500 at 0% interest from available NSP funds be made available to developers to construct each new home; and

WHEREAS, developers are required to provide at a minimum 33% of the cost to construct each home; and

WHEREAS, due to the delay in construction and the increase in cost of materials and other costs since the approval of Resolution 2017-541, there is need for the City to 1) allocate up to \$150,000 in available NSP funds and 2) reduce the developer contribution requirement from 33% to 30% of the project costs for the construction of each unit; and

WHEREAS, the Administration has requested that City Council grant these changes to ensure that the City is able to properly assist the non-profit developers to construct the proposed units and will thereby enable staff to begin the process of closing out the City’s NSP Program as requested by the U.S. Department of Housing and Urban Development (“HUD”).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Resolution No. 2017-541 is hereby amended to increase the original Neighborhood Stabilization Program (NSP) maximum loan amount from \$105,000 to \$150,000

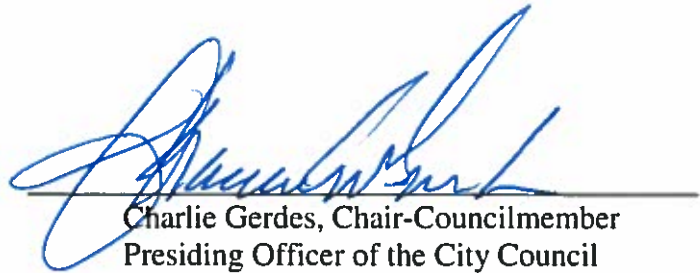
and decrease the minimum developer contribution requirement from 33% to 30% of the project costs; and

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 2017-541 not amended herein shall remain in full force and effect; and

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.

Adopted at a regular session of the City Council held on the 7th day of November 2019.


Charlie Gerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 
Char Srinivasa, City Clerk



**CITY OF ST. PETERSBURG HOUSING PROGRAMS
HOUSEHOLD INCOME ELIGIBILITY MATRIX
(SHIP Effective: April 18, 2022)**

HH		30%	30%	50%	60%	80%	100%	120% MFI	140% MFI	150% MFI
*	2022/2023	AMI (SHIP)	AMI (HOME)	AMI	AMI	AMI**	AMI	(SHIP/TIF)	(SHIP/TIF)	(WFH/EAP)
	Annual	\$17,300	\$17,300	\$28,750	\$34,600	\$46,000	\$57,500	\$69,000	\$80,500	\$86,250
1	Monthly	\$1,441	\$1,441	\$2,395	\$2,883	\$3,833	\$4,791	\$5,750	\$6,708	\$7,187
	Max. Housing Debt @ 30%	\$432	\$432	\$719	\$865	\$1,150	\$1,437	\$1,725	\$2,012	\$2,156
	Annual	\$19,750	\$19,950	\$32,850	\$39,500	\$52,600	\$65,700	\$78,840	\$91,980	\$98,550
2	Monthly	\$1,645	\$1,662	\$2,737	\$3,291	\$4,383	\$5,475	\$6,570	\$7,665	\$8,212
	Max. Housing Debt @ 30%	\$494	\$499	\$821	\$987	\$1,315	\$1,643	\$1,971	\$2,300	\$2,464
	Annual	\$23,030	\$22,220	\$36,950	\$46,060	\$59,150	\$73,900	\$88,680	\$103,460	\$110,850
3	Monthly	\$1,919	\$1,851	\$3,079	\$3,838	\$4,929	\$6,158	\$7,390	\$8,621	\$9,237
	Max. Housing Debt @ 30%	\$576	\$555	\$924	\$1,151	\$1,479	\$1,847	\$2,217	\$2,586	\$2,771
	Annual	\$27,750	\$24,650	\$41,050	\$55,500	\$65,700	\$82,100	\$98,520	\$114,940	\$123,150
4	Monthly	\$2,312	\$2,054	\$3,420	\$4,625	\$5,475	\$6,841	\$8,210	\$9,578	\$10,262
	Max. Housing Debt @ 30%	\$694	\$616	\$1,026	\$1,388	\$1,643	\$2,052	\$2,463	\$2,873	\$3,079
	Annual	\$32,470	\$26,650	\$44,350	\$64,940	\$71,000	\$88,700	\$106,440	\$124,180	\$133,050
5	Monthly	\$2,705	\$2,220	\$3,695	\$5,411	\$5,916	\$7,391	\$21,720	\$10,348	\$11,087
	Max. Housing Debt @ 30%	\$812	\$666	\$1,109	\$1,623	\$1,775	\$2,217	\$6,516	\$3,104	\$3,326
	Annual	\$37,190	\$28,600	\$47,650	\$74,380	\$76,250	\$95,300	\$114,360	\$133,420	\$142,950
6	Monthly	\$3,099	\$2,383	\$3,970	\$6,198	\$6,354	\$7,941	\$9,530	\$11,118	\$11,912
	Max. Housing Debt @ 30%	\$930	\$715	\$1,191	\$1,859	\$1,906	\$2,382	\$2,859	\$3,335	\$3,574
	Annual	\$41,910	\$30,600	\$50,950	\$83,820	\$81,500	\$101,900	\$122,280	\$142,660	\$152,850
7	Monthly	\$3,492	\$2,550	\$4,245	\$6,985	\$6,791	\$8,491	\$10,190	\$11,888	\$12,737
	Max. Housing Debt @ 30%	\$1,048	\$765	\$1,274	\$2,096	\$2,037	\$2,547	\$3,057	\$3,566	\$3,821
	Annual	\$46,630	\$32,550	\$54,200	\$93,260	\$86,750	\$108,400	\$130,080	\$151,760	\$162,600
8	Monthly	\$3,885	\$2,712	\$4,516	\$7,771	\$7,229	\$9,033	\$10,840	\$12,646	\$13,550
	Max. Housing Debt @ 30%	\$1,166	\$814	\$1,355	\$2,331	\$2,169	\$2,710	\$3,252	\$3,794	\$4,065

* NUMBER OF PERSONS PER HOUSEHOLD

Tampa-St. Petersburg-Clearwater MSA

Median Income (MFI) **Base=\$82,100**. Per HUD PDR 2022-23 Florida Housing Finance Corporation Release Date-Revised Effective: April 18, 2022

HB Total 30% Housing Debt-to-Income Ratio Includes: Principal & Interest, Taxes, MIP/PMI, Insurance, HOA Dues.

**CDBG / ESG / HOME Income Limits effective June 15, 2022 - Maximum Sales Prices= \$349,525.80 (SHIP) - \$278,000 (HOME)

Resolution No. 2022-_____

A RESOLUTION AMENDING CITY COUNCIL RESOLUTIONS NO. 2017-541 AND NO. 2019-558 TO INCREASE THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) MAXIMUM LOAN AMOUNT FROM \$150,000 TO \$250,000 AND TO ELIMINATE THE MINIMUM DEVELOPER CONTRIBUTION REQUIREMENT; PROVIDING THAT ALL OTHER PROVISIONS OF RESOLUTIONS NO. 2017-541 AND NO. 2019-558 NOT AMENDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2017, City Council previously adopted Resolution No. 2017-541, authorizing the Mayor or his designee to convey 39 City-owned, Neighborhood Stabilization Program (“NSP”) vacant lots for the purpose of constructing new, affordable homes on the lots to be purchased by low and moderate-income persons; and

WHEREAS, on November 7, 2019, City Council previously adopted Resolution No. 2019-558, amending Resolution No. 2017-541 to change the maximum loan amount and decrease the minimum develop contribution level; and

WHEREAS, Resolution 2019-558 specified that funding of up to \$150,000 at 0% interest developer loans could be provided from available Neighborhood Stabilization Program (“NSP”) funds to selected developers to construct new homes on remaining NSP vacant lots; and

WHEREAS, the maximum loan amount established by Resolution No. 2019-558 is \$150,000 and the developers are required to provide at a minimum 30% of the cost to construct each home; and

WHEREAS, due to the increase in cost of materials since the approval of Resolution 2019-558, and the need to draw down from HUD the remaining NSP funding, Administration requests authorization to amend Resolution No. 2019-558 to 1) allocate up to \$250,000 in available NSP funds per property and 2) eliminate the developer contribution requirement; and

WHEREAS, the City has established the need for additional affordable housing units as a priority in its 2021-2026 Consolidated Plan; and

WHEREAS, the Administration has requested that City Council grant these changes to ensure that the City is able to properly assist the Bright Community Land Trust to construct 3 homes and accordingly enable staff to begin the process of drawing down the remaining NSP

funding in order to close out the City's NSP Program as requested by the U.S. Department of Housing and Urban Development ("HUD").

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Resolutions No. 2017-541 and No. 2019-558 are hereby amended to increase the Neighborhood Stabilization Program (NSP) maximum loan amount from \$150,000 to \$250,000 and eliminate the minimum developer contribution requirement; and

BE IT FURTHER RESOLVED that all other provisions of Resolutions No. 2017-541 and No. 2019-558 not amended herein shall remain in full force and effect; and

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.

LEGAL:

/s/Bradley Tennant
City Attorney (Designee)
00624953

HOUSING & COMMUNITY DEVELOPMENT:

Joshua A. Johnson
Joshua A. Johnson, Director

The following page(s) contain the backup material for Agenda Item: Committee of the Whole Meeting Minutes (4/7/2022)
Please scroll down to view the backup material.



CB-18

**City of St. Petersburg
Committee of the Whole
Meeting Minutes for April 7, 2022**

Present: Chair Gina Driscoll, Vice-Chair Brandi Gabbard, Council Members Copley Gerdes, Ed Montanari, Lisset Hanewicz, Deborah Figgs-Sanders, Lisa Wheeler-Bowman and Richie Floyd

Also Present: Deputy Mayor Stephanie Owens, Assistant City Administrator Tom Greene, City Attorney Jackie Kovilaritch, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Michael Dema, Assistant City Attorney Bradley Tennant, Interim City Development Administrator, Economic Development Manager Brian Caper, Economic Development Manager Rick Smith

New Business: Community Benefits Agreement & Community Benefits Advisory Committee

Chair Driscoll opened the meeting. After the agenda and minutes of the February 17 & 24 meetings were approved by the committee, Chair Driscoll introduced Brian Caper, an Economic Development Manager for the City of St. Petersburg. Mr. Caper went over the presentation, which included:

- Community Benefits Program History
- Guiding Principles
- Program Overview
- Tiers
- Examples for Tiers
- Process for CBA Projects
- Exemptions to CBA Program
- Qualified Census Tract for CB Fund Investment
- CBAC
- Committee
- Standing Members
- Ad Hoc Members

Rick Smith, Economic Development Manager, then took over the presentation to cover the applicants to the CBAC Standing Committee. This portion of the presentation included:

- Time Frame to submit applications (End of February- Midnight on March 30)
- Total number of applications received (Approximately 30)
- Applicants who serve on other committees in the City:
 - Esther Matthews (Citizen Advisory Committee)
 - Catherine Harrelson (City Beautiful Commission)

Brian Caper then concluded the presentation with a few potential CBA projects.

Chair Driscoll opened the floor for questions and comments.

CM Figgs-Sanders commented on the many-year process that the CBA has undergone to get to this point. She touched on concessions made, community input, and vetting of the agreement.

CM Hanewicz wanted to clarify the requirements that were in place for the standing member applicants. Mr. Smith indicated that the applicants were to fill out a form, with resumes and cover letters being an option to add,

but not mandatory. CM Hanewicz then asked why the staggered term limits are different for the Mayor's appointees and the City Council's appointees. Mr. Tennant responded that the resolution discussing the term limits was drafted that way, and the staggered limits were divided at random.

General discussion took place over the staggered term limits and how to equitably divide them between Mayoral and City Council appointees.

After a robust discussion, Vice Chair Gabbard made a motion for the Mayor to appoint two Community Benefits Advisory Standing Committee members for an initial term of three years and City Council to appoint two members for an initial term of four years. Motion passed unanimously.

Chair Driscoll then discussed potential eligibility criteria for the applicants to clarify for the Committee. One such requirement could be that an applicant cannot be currently serving on another City Board. Ms. Kovilaritch explained the City Code on this matter, including the provision that City Council could create a resolution allowing an individual to serve on both boards without creating conflicts of time, obligation, or responsibility. This would be up to Council's discretion. Ms. Kovilaritch also explained that ad hoc members and standing members may be considered separate, since the ad hoc members would be on the board for a limited duration.

CM Hanewicz made a motion to go with the default rule for Standing members to not serve on other City Boards (City Code 2-339). Motion passed unanimously. With this motion, two of the applicants were removed from eligibility for standing membership.

CM Montanari brought up conflict of interest regarding applicants and projects that may be come before he CBAC. Ms. Kovilaritch explained similar conflict of interest resolutions to that of quasi-judicial boards, which prohibits participation for members, especially for those with a pecuniary interest. Ms. Kovilaritch also explained that it is more common for advisory board members to have voting conflicts rather than a prohibited conflict.

Chair Driscoll then invited Deputy Mayor (DM) Owens to give some insight on how the Mayor chose his two standing members. DM Owens stated that overall, two requirements were essential in an applicant: (1) business acumen and the understanding of the development process, and (2) being engaged in the community and understanding the elements of equity.

General discussion then took place on financial interest forms.

CM Hanewicz made the motion to require Community Benefits Advisory Standing Committee members to complete a Statement of Financial Interests Form 1. Motion passed unanimously.

Voting on the two City Council appointees commenced. Under the direction of the Chair, each CM wrote down the names of their top two choices. The two applicants who received the most votes will be the City Council appointees to the Community Benefits Advisory Standing Committee. City Clerk tallied the votes, with the highest voted applicants being:

1. Bruce Nissen- 5 votes
2. Tie: Ruth Whitney and Salvador Valles

Due to the second highest votes ending in a tie, a second voting round between Ruth Whitney and Salvador Valles commenced. The result from this vote was as follows:

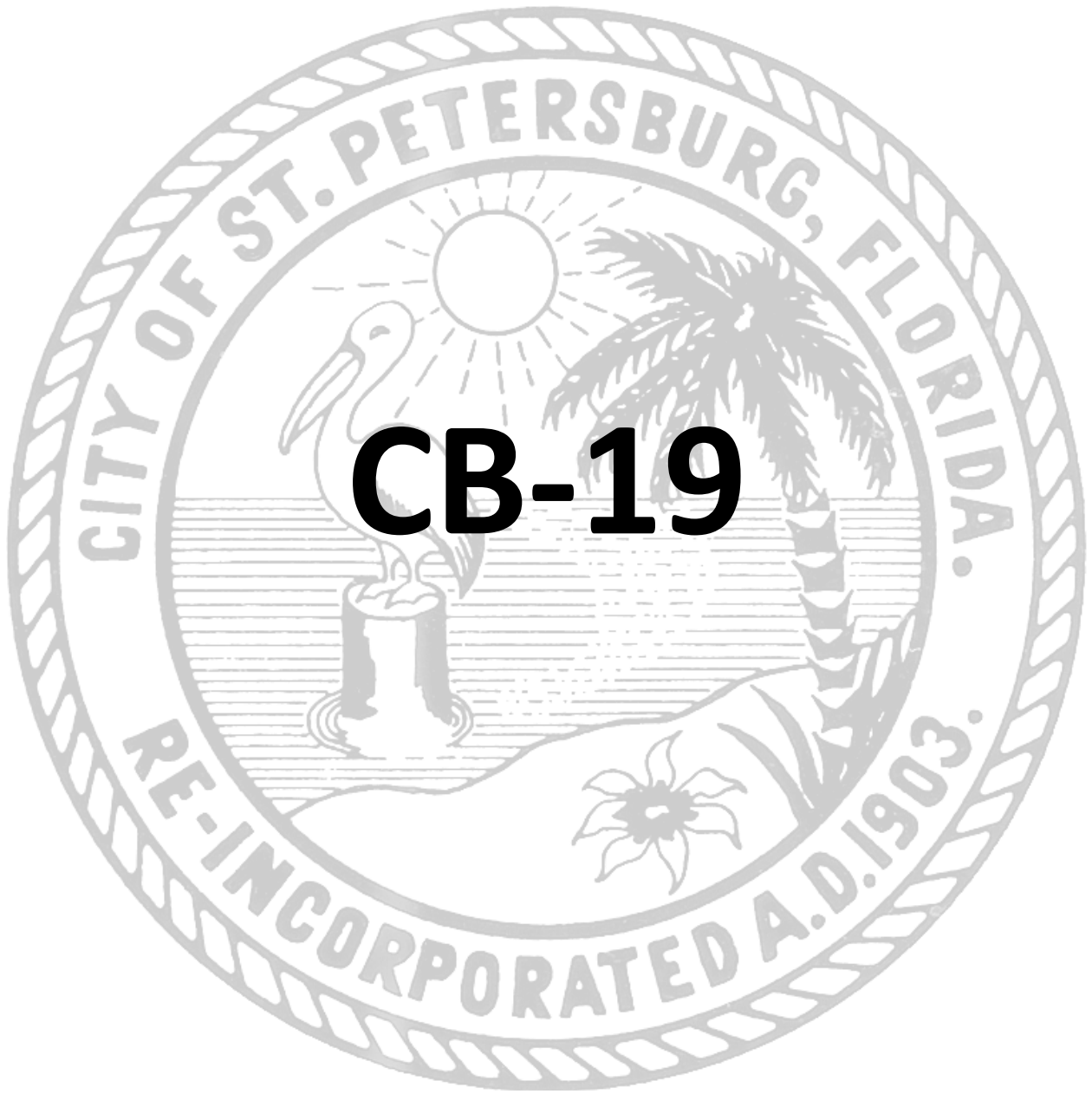
1. Ruth Whitney- 5
2. Salvador Valles- 3

Thus, the two City Council appointees to the Community Benefits Advisory Standing Committee will be Bruce Nissen from District 2, and Ruth Whitney from District 4.

CM Gerdes motioned to proceed with the two applicants to be confirmed at the April 14th City Council meeting. Motion passed unanimously.

With no further business, the meeting adjourned at 4:00PM.

The following page(s) contain the backup material for Agenda Item: A Resolution approving the plat of Driftwood on Central, located at 2845 and 2855 Central Avenue; setting forth conditions; and providing an effective date. (City File No.: DRC 20-20000017)
Please scroll down to view the backup material.



CB-19



SAINT PETERSBURG CITY COUNCIL

Meeting of June 16, 2022

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

SUBJECT: A Resolution approving the plat of Driftwood on Central, located at 2845 and 2855 Central Avenue; setting forth conditions; and providing an effective date. (City File No.: DRC 20-20000017)

RECOMMENDATION: The Administration recommends **APPROVAL**.

DISCUSSION:

The applicant is requesting approval of a plat to create eleven (11) buildable lots for residential townhouses in the CCT-2 Zoning District.

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, Resolution with Plat, Engineering Memorandum dated May 25, 2022

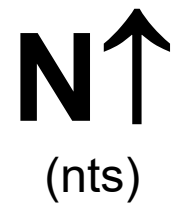
Administration: Joseph F. Zeoli

Budget: N/A

Legal: Chris Bern



Project Location Map
 City of St. Petersburg, Florida
 Planning and Development Services Department
 Case No.: 20-20000017
 Address: 2845 and 2855 Central Ave.



RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF DRIFTWOOD ON CENTRAL, LOCATED AT 2845 AND 2855 CENTRAL AVENUE; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File: DRC 20-20000017)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Driftwood on Central, located at 2845 and 2855 Central Avenue, is hereby approved, subject to the following conditions.

1. The applicant shall comply with Engineering conditions in the memorandum dated May 25, 2022, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

/s/ Elizabeth Abernethy 06/09/22

Elizabeth Abernethy, AICP Date
Director, Planning & Development Services

Chris 6/9/22

City Attorney (Designee) Date

DRIFTWOOD ON CENTRAL

BEING A REPLAT OF LOTS 9, 10 AND 11, BLOCK 19, HALL'S CENTRAL AVENUE SUBDIVISION 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LYING IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 31 SOUTH, RANGE 16 EAST CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

SUBDIVISION PLAT
PLAT BOOK: ___ PAGE ___

DESCRIPTION:

LOTS 9, 10 AND 11, BLOCK 19, HALL'S CENTRAL AVENUE SUBDIVISION 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LYING IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 31 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 19, HALL'S CENTRAL AVENUE SUBDIVISION 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.; THENCE ALONG THE NORTH LINE OF LOTS 9, 10 AND 11 OF BLOCK 19, RESPECTIVELY, S89°54'17"E (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), 144.95 FEET TO THE NORTHEAST CORNER OF LOT 11; THENCE ALONG THE EAST LINE OF LOT 11, S00°06'10"W, 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 11; THENCE ALONG THE SOUTH LINE OF LOTS 11, 10 AND 9 OF BLOCK 19, RESPECTIVELY, N89°54'17"W, 144.95 FEET TO THE SOUTHWEST CORNER OF LOT 9; THENCE ALONG THE WEST LINE OF LOT 9, N00°06'10"E, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,495 SQUARE FEET, MORE OR LESS.

DEDICATION:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED PROPERTY, WHICH PROPERTY IS HEREBY PLATTED AS DRIFTWOOD ON CENTRAL, AND HEREBY MAKES THE FOLLOWING DEDICATION:

THE 24.00-FOOT INGRESS / EGRESS, AND UTILITY EASEMENT IS DEDICATED TO AND FOR THE BENEFIT OF LOT 1 THROUGH LOT 11 AND THE OWNERS THEREOF FOR PRIVATE INGRESS / EGRESS, AND UTILITY PURPOSES, ALSO FOR UTILITY INSTALLATION, OPERATION AND MAINTENANCE TO THE OWNERS AND OPERATORS OF UTILITY SYSTEMS, AND ALSO FOR THE USE OF EMERGENCY / PUBLIC SERVICE AGENCIES. NO PUBLIC EASEMENTS ARE BEING DEDICATED BY THIS PLAT.

OWNER: ST. PETE DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

JULIE KESSEL, MANAGER

WITNESS SIGNATURE

TAMPA, FL 33626

WITNESS PRINTED NAME

WITNESS SIGNATURE

WITNESS PRINTED NAME

OWNER'S ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME THE UNDERSIGNED AUTHORITY, APPEARED JULIE KESSEL, AS MANAGER OF ST. PETE DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO BE THE INDIVIDUAL EXECUTING THE FOREGOING CERTIFICATE OF DEDICATION AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE SET OUT THEREIN. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION AND WHO DID TAKE AN OATH.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT PINELLAS COUNTY, FLORIDA THIS ___ DAY OF _____, 2022.

NOTARY PUBLIC _____ PRINTED NAME _____ COMISSION EXPIRES: _____

MORTGAGEE CONSENT TO PLAT:

THE UNDERSIGNED, AS MORTGAGEE UNDER THAT CERTAIN MORTGAGE DATED JANUARY 29, 2021 AND RECORDED FEBRUARY 1, 2021 AT OFFICIAL RECORDS BOOK 21368, PAGE 2559 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED HEREIN AND AGREES THAT IN THE EVENT OF FORECLOSURE OF THE MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF

PILOT BANK
12741 W. LINEBAUGH AVENUE

BY: _____
NAME: AUDREY HIRST

VICE PRESIDENT

TITLE: _____

WITNESS SIGNATURE

WITNESS PRINTED NAME

WITNESS SIGNATURE

WITNESS PRINTED NAME

STATE OF _____, COUNTY OF _____
THIS IS TO CERTIFY THAT ON THIS DAY OF _____, 2022, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED TO ME _____, AS _____ OF PILOT BANK, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION ON BEHALF OF [COMPANY], AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, AND THAT THEY WERE DULY AUTHORIZED TO DO SO. THE ABOVE PERSON IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT PINELLAS COUNTY, FLORIDA THIS ___ DAY OF _____, 2022.

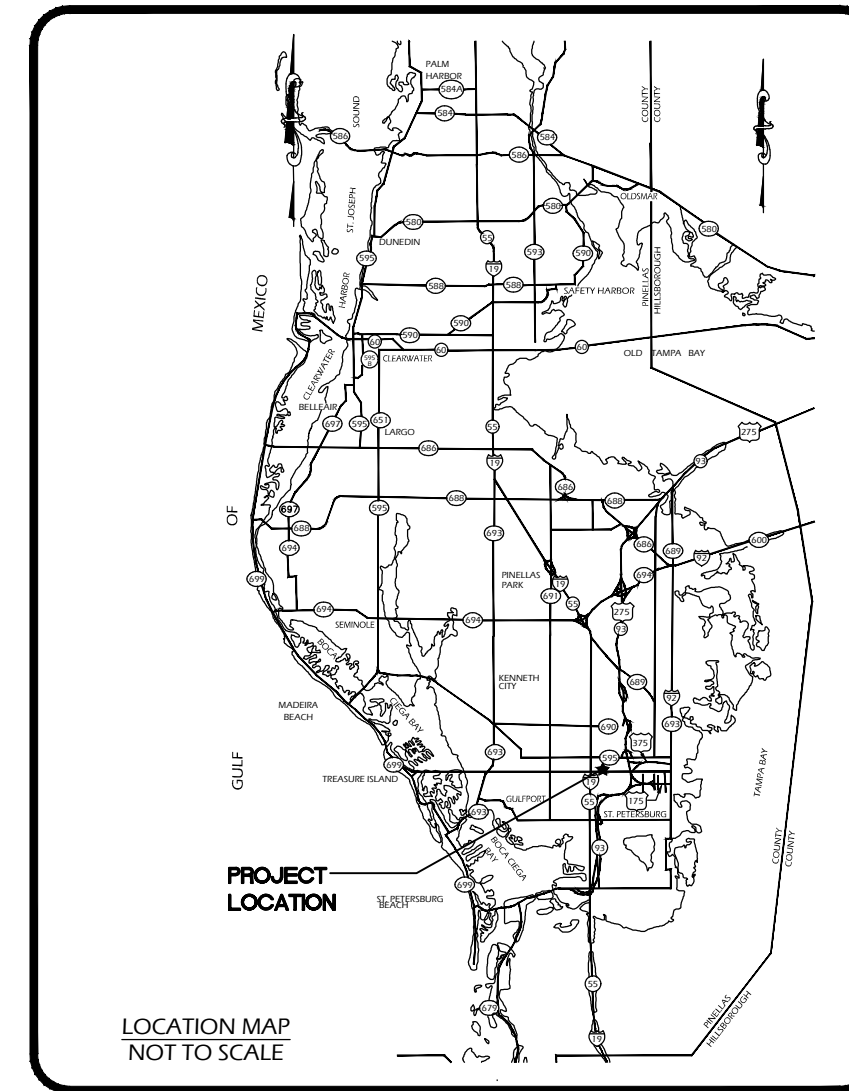
NOTARY PUBLIC _____ PRINTED NAME _____ COMISSION EXPIRES: _____



806 FRANKLIN STREET, CLEARWATER, FL 33756
PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128

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.



CERTIFICATE OF APPROVAL BY THE 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.

KENNETH T. 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 OF 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 FLORIDA PERTAINING TO MAPS OR PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS DAY OF _____, 2022.

KEN BURKE, CLERK

DEPUTY CLERK

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

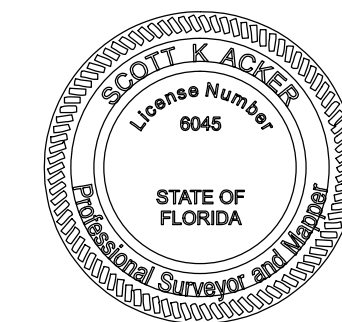
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

TIMOTHY R. COLLINS DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6882

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND BEING SURVEYED AND SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES, AND THE PINELLAS COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (PRM(S)) WERE SET ON THE 21ST DAY OF MAY, 2021, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCP(S)) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER THE REQUIREMENTS OF FLORIDA STATUTE OR PURSUANT TO TERMS OF BOND.

SCOTT K. ACKER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA, No. LS6045
FERGUSON LAND SURVEYORS
806 FRANKLIN STREET
CLEARWATER, FL 33756
LICENSED BUSINESS No. LB 8128



DATE

DRIFTWOOD ON CENTRAL

BEING A REPLAT OF LOTS 9, 10 AND 11, BLOCK 19, HALL'S CENTRAL AVENUE SUBDIVISION 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LYING IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 31 SOUTH, RANGE 16 EAST CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

SUBDIVISION PLAT
PLAT BOOK: ___ PAGE ___

LEGEND:

- SCM/PRM = SET 4"X4" CONCRETE MONUMENT, PERMANENT REFERENCE MARKER (FERGUSON LB 8128 PRM)

SURVEYOR NOTES:

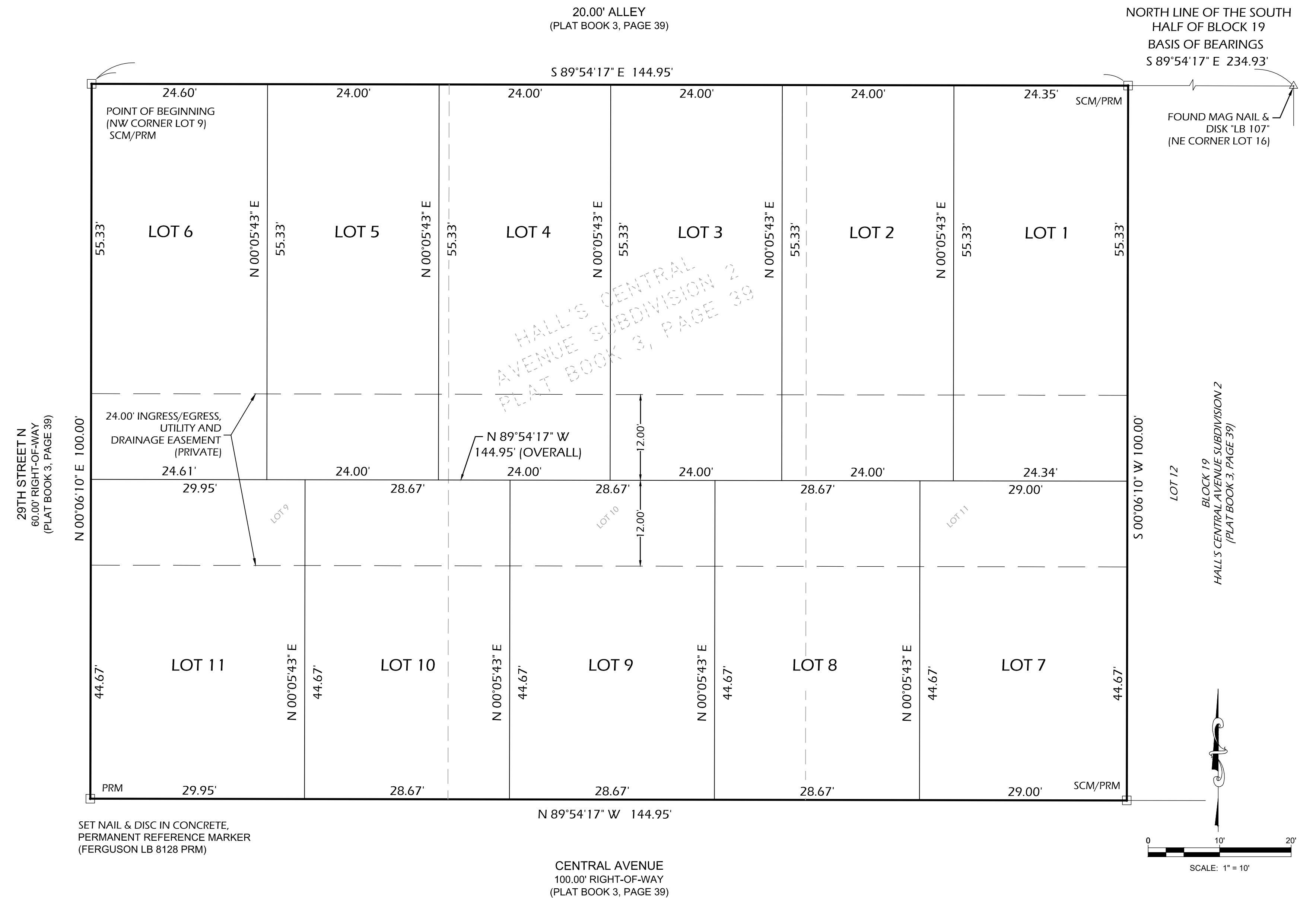
BEARINGS ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NATIONAL GEODETIC SURVEY (NGS) NORTH AMERICAN DATUM (NAD) OF 1983 (1986), UTILIZING THE LENGEMANN L-NET GPS RTK NETWORK. THE BASIS OF BEARINGS IS THE NORTH LINE OF THE SOUTH HALF OF BLOCK 19, BEING S89°54'17"E.

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.

THIS PLAT SUPERSEDES AND REPLACES ALL PRIOR PLATS OF THE HEREIN DESCRIBED, LANDS AND ANY EASEMENT, RESTRICTION, DEDICATION OR OTHER ENCUMBRANCE, RIGHT, OR INTEREST ARISING OUT OF A PRIOR PLAT THAT IS NOT INCLUDED IN THIS PLAT IS OF NO FURTHER FORCE OR EFFECT TO THE EXTENT THAT SAID PLAT DESCRIBES THE HEREIN DESCRIBED LAND.

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 DEVELOPMENT SERVICES HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



**MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT**

TO: Cheryl Bergailo, Planner II
FROM: Nancy Davis, ECID Plan Review & Permitting Supervisor
DATE: May 25, 2022
SUBJECT: Final Plat – Driftwood on Central
FILE: 20-20000017 R1

LOCATION: 2845 Central Avenue; 2855 Central Avenue

AND PIN: 23-31-16-35118-019-0090; 23-31-16-35118-019-0110;

ATLAS: J-2

REQUEST: Final Plat of Driftwood on Central creating 11 lots.

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed final plat with the following standard conditions of approval:

STANDARD CONDITIONS OF APPROVAL: It is acknowledged that the following items have been addressed with the submittal of the associated site construction permit applications or will be addressed with the on-site construction, but remain listed below as documentation of the standard plat approval conditions since the plat is being processed concurrently with construction. Standard conditions of plat approval will be verified prior to Engineering departmental release of the project Certificate of Occupancy.

1. Upon development or redevelopment, the applicant is required to provide potable water service to each proposed lot if not existing. The City shall install the necessary master water meter or individual services (up to and including the necessary meter and backflow prevention device) as required to service the proposed townhouse subdivision at the sole expense of the applicant/property owner. Coordinate Water Service requirements through Kelly Donnelly (phone 727-892-5614, email Kelly.Donnelly@stpete.org).
2. Upon development or redevelopment, the applicant/property owner is required to provide a public sewer connection or a private sanitary sewer collection system with connection to the public sanitary sewer main to service the proposed subdivision. Each lot must be connected to the public or private collection system and the service laterals may not cross under one lot to service another. The cost for design, permitting, and construction of the required new public and private sanitary sewer collection system and connection to the public sanitary sewer main shall be by and at the sole expense of the applicant. An FDEP permit is required for the private collection system.
3. 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 or a sidewalk variance is obtained from the City's Zoning division. Existing sidewalks which do not meet the sidewalk width requirement of the City Land Development code must be reconstructed as a condition of this plat approval.

4. 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.

5. Upon development or redevelopment, per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per Florida Building Code requirements to at least two feet above the FEMA elevation. 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. Floor elevations will be reviewed upon submittal of the plans for permitting, not at this DRC level review.

6. Wastewater reclamation plant and pipe system capacity was verified prior to development or redevelopment 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 City's Wastewater Tracking Form (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 to the City Water Resources department 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 Tracking 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's Water Resources department 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.

7. 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. 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.

8. Site storm system discharges shall be piped to connect directly to a public storm sewer system of adequate capacity and condition. The project Engineer of record shall verify the nearest point of connection of adequate capacity. Any necessary public stormwater system infrastructure improvements or extensions shall be performed by and at the sole expense of the applicant with all work in compliance with current City Engineering standards and specifications.

9. Please assure that the developer's design professional(s) coordinate with Duke Energy prior to proceeding with further development of this site plan to assure that the design has provided adequate space for any Duke Energy equipment which may be required to be placed within the private property boundary to accommodate the building power needs. Early coordination is necessary to avoid additional expense and project delays which may occur if plans must be changed later in the building/site design stage as necessary to accommodate power equipment on-site and not within the public right of way. If you have not already done so, please initiate contact with Jeff.Baker3@duke-energy.com.

10. Right of way work permit #21-439-D-1009 has been issued by the Engineering Department. 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. All conditions of the associated right of way work permit shall be addressed prior to ECID departmental release of the project certificate of occupancy.

11. Water service is available to the site. 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.

12. Water and fire services and/or necessary backflow prevention devices 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, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@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.).

13. 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.

14. The project Engineer will be required to develop a site-specific Maintenance of Traffic plan in compliance with FDOT "Uniform Traffic Control Devices for Streets and Highways" and "Roadways and Traffic Design Standards for City approval prior to initiating construction. The plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at the discretion of the City's Engineering director pending receipt of adequate justification. The Maintenance of Traffic plan shall be prepared in compliance with City Engineering's "Maintenance of Traffic Plan Requirements", available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's "Parking Meter Removal & Space Rental Policy During Construction" procedure, available upon request from the City Transportation and Parking Management department. 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.

15. Note that contractor introduction letters must be sent to all surrounding businesses, associations, and property owners prior to implementing any Maintenance of Traffic plan. As a minimum, the letter must give a description of the project, provide a list of all right of way impacts (parking impacts, travel lane impacts, sidewalk closures and temporary pedestrian paths, etc.), a schedule for each phase of the MOT implementation, and what to expect with regard to noise, delivery trucks, concrete trucks & pumps, as well as contact information for the on-site contractors representative with 24 hour availability who is responsible for addressing any and all concerns of impacted citizens. The contractor must personally visit each operating business around the construction site and make direct contact with any active business association or neighborhood association and personally introduce themselves to the business

owners and association presidents. The contractor must also meet with any association representatives and property owners periodically to address any concerns that may develop as the project proceeds. The contractor is required to provide a copy of the letter and summary of when and who was contacted prior to implementing any City approved MOT plan.

16. Use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's "Parking Meter Removal & Space Rental Policy During Construction" procedure, available upon request from the City Transportation and Parking Management department.

17. 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.

18. 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.

19. Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least two feet above the FEMA elevation. 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 public sidewalks. Please note that transitions to adjacent public sidewalks shall be smooth, consistent, and ADA compliant with maximum cross slope of 2% and maximum longitudinal slope of 5%. Ramps may only be used at driveways and intersections, not mid-block in the main sidewalk path.

20. 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.

21. 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.

22. Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

23. 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.

24. All infrastructure within the plat boundary shall remain the maintenance responsibility of the private property owner(s).

NED/MJR/meh

pc: Sean McWhite - WRD
Kayla Eger - Planning & Economic Development

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation
Committee Meeting Minutes (5/26/2022)
Please scroll down to view the backup material.



CB-20

City of St. Petersburg
Budget, Finance and Taxation Committee
May 26, 2022 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Ed Montanari, Committee Vice-Chair Copley Gerdes, Council Chair Gina Driscoll, and Council Member Lisset Hanewicz

Absent: None

Also Present: City Administrator Rob Gerdes, Chief Assistant City Attorney Jeannine Williams, Public Works Administrator Claude Tankersley, Stormwater Pavement and Traffic Operations Director Dianna Rawleigh, Public Works Services Manager Angela Miller, Traffic Operations-Facility Maintenance Worker Michelle Fowler, Stormwater Utilities Maintenance Lead Worker Zachery Wright, Stormwater Pavement and Traffic Supervisor Demetrius McCallister, Stormwater Operations Manager Brian Anderson, Safety and Training Officer Aaron Dombrowski, Special Projects Manager Arenee (Tina) Smith, and Assistant City Clerk Cathy Davis.

Support Staff: Jayne Ohlman – Senior Legislative Aide

1. **Call to Order** – 8:11 AM
2. **Approval of Agenda** – CM Hanewicz motioned for approval. All voted in favor.
3. **Approval of May 12, 2022 Minutes** – CM Gerdes motioned for approval. All voted in favor.
4. **New Business – May 26, 2022**

Stormwater, Pavement, and Traffic Operations (SPTO) Management Evaluation (2021) - Progress Report – *Dianna Rawleigh, Stormwater, Pavement & Traffic Operations Director, Claude Tankersley, Public Works Administrator, and Members of the SPTO Team*

Public Works Administrator Claude Tankersley reviewed the timeline and key recommendations provided by the 2021 Stormwater, Pavement, and Traffic Operations (SPTO) management evaluation performed by L.A. Consulting. For background, the SPTO Department consists of 200+ budgeted positions and is led by a Department Director who reports to the Public Works Administrator. The two primary divisions within the Department are Stormwater Operations and Pavement and Traffic Maintenance. Stormwater Operations has two major sub-groups: Stormwater Operations and Stormwater Quality. In contrast, Pavement and Traffic Maintenance have three sub-groups: Pavement, Signs and Markings, and Traffic Signals.

Mr. Tankersley explained that the 54 key recommendations were divided into the following five categories: general, planning, organizing, directing, and controlling/improving. The ten general recommendations apply to the entire organization and address the decentralization of decision-making and the utilization of employee teams. The 16 planning recommendations concentrate on improved efficiency for SPTO's planning process. The 17 organizing recommendations focus on improving the organizational structure of SPTO and its divisions. The four directing/scheduling recommendations seek to enhance work assignments and scheduling and provide accountability. Finally, the seven controlling/improving recommendations focus on process and management improvements to establish benchmarks and productivity monitoring.

Mr. Tankersley noted that the six-month progress report centers on employee engagement and data integration recommendations. Mr. Tankersley explained that the management evaluation process

included an anonymous employee survey which highlighted the need for improved communication and employee involvement. SPTO Director Dianna Rawleigh added that in the six months since the final report was delivered (November 2021), the SPTO team has identified benchmarks, assigned each of the 54 recommendations to a manager or staff member, developed a tracking database, and analyzed the recommendations for common themes. Ms. Rawleigh highlighted the following themes; communication, safety/training, and staffing.

Next, Public Works Services Manager Angela Miller addressed the Strengths, Weaknesses, Opportunities, and Threats (SWOT) workshops recommended by the management evaluation. Ms. Miller explained that while her position resides in the Public Works Administration, she was brought in to assist with the SWOT workshops as an external facilitator. Ms. Miller noted that the workshops provided significant data points to guide the department's future strategic plan.

Mr. Tankersley added that the department also increased engagement with the City's Human Resources and Labor Relations to facilitate dialogue between SPTO management and staff. Ms. Rawleigh emphasized that weekly and quarterly management and staff meetings have had a tremendous impact on the employee engagement and communication issues previously noted in the management evaluation.¹ Stormwater Operations Manager Brian Anderson added that these periodic meetings foster a comfortable environment for forepersons and lead workers to speak with their colleagues or managers.

Special Projects Manager Tina Smith reminded the committee that 26 of the 54 rely upon SPTO implementation of the Work and Asset Cloud System (WACS).² Ms. Smith detailed the tentative timeline for implementation and the improvements seen in the last six months, including greater GIS utilization. In reference to the data integration, Ms. Miller added that the transition from WAMS to WACS aligns with the City's Capital Asset Management Program (CAMP) and the need for comprehensive asset inventories for all City-owned assets, including those owned by SPTO.

Next, Safety and Training Officer Aaron Dombrowski provided a progress report on the recommendations related to safety and training certification requirements and improved compliance with temporary traffic control training and usage.³ Additionally, Mr. Dombrowski described his role in planning the in-service days for SPTO, which consisted of day-long training, team building, and brainstorming activities.

Ms. Rawleigh continued with an overview of the Process Improvement Teams or "Pit Crews" and noted that these groups fulfill several recommendations related to employee engagement.⁴ Next, Ms. Rawleigh introduced Stormwater Utilities Maintenance Lead Worker Zachery Wright, who elaborated on the "Change Champions" initiative, another program spurred by the employee engagement recommendations.⁵

Stormwater Pavement and Traffic Supervisor Demetrius McCallister detailed the numerous management training courses that SPTO managers have enrolled in as part of the recommendations related to training requirements for supervisors and managers to improve management skills.

¹ See Recommendation 4.3.7 - "Establish a systematic methodology for connecting with employees to obtain unfiltered input and real feedback through quarterly meetings."

² WACS is an enterprise asset management solution for managing the receipt, installation, maintenance, tracking, and removal of assets. These features make it more suitable for SPTO's technical and operational needs, as opposed to the Work and Asset Management System (WAMS) which is geared towards the needs of the Water Resources Department.

³ See Recommendation 4.3.13 - "Utilize the Department's Safety Officer to systematically monitor and report the application of traffic control devices by field staff. Include non-compliance reporting to the SPTO Director. Charge the Safety Officer with tracking and monitoring of all safety-related training, providing data to be reported monthly and in the Department's annual State of Maintenance and Operations Report."

⁴ See Recommendations 4.1.1, 4.2.9, 4.2.13, 4.3.2, and 4.3.7.

⁵ See Recommendations 4.1.1, 4.1.7, 4.1.8, 4.3.7, and 4.5.7.

In conclusion, Committee Chair Montanari, Committee Vice-Chair Gerdes, Council Member Hanewicz, and Council Chair Driscoll applauded the SPTO department's hard work and progress on the management study's recommendations and acknowledged the tumultuous circumstances of the past year; including the COVID-19 pandemic, severe weather events, and fish-kill clean-up caused by red tide.

CM Montanari adjourned the meeting at 9:25 AM.