

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**July 21, 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: 924 4570 1709#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/92445701709>

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

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

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

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

A. Meeting Called to Order and Roll Call.

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

D. Awards and Presentations

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

Setting August 4, 2022 as the public hearing date for the following proposed Ordinance(s):

1. [An ordinance concerning potential economic development ad valorem tax exemptions to be granted by the City pursuant to Florida Statutes Section 196.1995; making findings concerning the City’s authority to grant such exemptions; calling a referendum to authorize the City to grant such exemptions as part of a special election to be held on November 8, 2022; providing ballot text for the referendum; amending City Code to reflect that authorization; and providing an effective date.](#)

F. Reports

1. [FY 2023 Budget](#)
 - (a) A Resolution adopting proposed millage rate necessary to fund the tentative operating budget, other than the portion of said budget to be funded from sources other than Ad Valorem taxes for Fiscal Year 2023; and providing an effective date.
 - (b) A Resolution setting the dates for public hearings upon the tentative operating budget and proposed millage rate for Fiscal Year 2023; and providing an effective date.
2. [Accepting a proposal and approving the award of a two-year agreement with Capitol Counsel LLC for Consulting, Federal Governmental Relations Services at a not to exceed](#)

[contract amount of \\$240,000; approving a transfer in the amount of \\$20,000 from the balance of the General Fund Contingency \(0001\), to the Mayors Office Department, Mayors Office Division \(020-1005\); and approving an effective date.](#)

3. [Approving a transfer in the amount of \\$12,000 from the balance of the General Fund Contingency \(0001\), to the Mayors Office Department, Mayors Office Division \(020-1005\) to provide funding for a one-year agreement with The Southern Group of Florida, Inc. for Consulting, State Governmental Relations Services; and approving an effective date.](#)
4. [Approving an agreement between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce, Inc. for the City to provide funding in an amount not to exceed \\$96,000 to be used by the Chamber to provide services related the St. Petersburg Greenhouse.](#)

G. New Business

1. [Respectfully requesting a discussion in the Health, Energy, Resilience and Sustainability Committee on Resilience Hub Concepts and an update on the Pilot funded by Foundation for a Healthy St. Petersburg: Childs Park Neighborhood Resilience Collective \(NRC\). \(Chair Driscoll\)](#)

H. Council Committee Reports

I. Legal

1. [Settlement Katherine Stephens v. City of St. Petersburg, Case No.: 19-CA-005127-AX](#)

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 1637.](#)
2. [Confirming Preliminary Assessment for Building Securing Number SEC 1277.](#)
3. [Confirming Preliminary Assessment for Building Demolition Number DMO 495.](#)

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
7/21/2022

1. City Council Convenes as Community Redevelopment Agency.
2. [A Resolution of the St. Petersburg Community Redevelopment Agency \(CRA\) finding the two, 4-story buildings with a total of 15 dwelling units, located at the southwest corner of 357 3rd Street South consistent with the Intown Redevelopment Plan, and providing an effective date. \(City File No.: IRP 22-3A\)](#)
3. Adjourn Community Redevelopment Agency.

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A July 21, 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 two-year blanket purchase agreements with Everingham Electric, Inc. and Tri-City Electrical Contractors, Inc. for electrical maintenance and repairs, at an estimated annual cost of \\$550,000 per year, for a total contract amount of \\$2,700,000.](#)
2. [Approving the renewal of three-year blanket purchase agreement with Parkson Corporation, a sole source supplier for in-channel bar filters for use by the Water Resources Department, in the amount of \\$350,000, for a total contract amount of \\$650,000.](#)
3. [Approving a three-year blanket purchase agreement with Knoll, Inc. for purchasing and installing office furniture for the new Sanitation Department Building, at an amount not to exceed \\$600,000.](#)

(City Development)

(Leisure Services)

(Public Works)

4. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-MW/W\(A\) \("Task Order"\) to the architect/engineering agreement dated July 15, 2021 between the City Of St. Petersburg, Florida and Metzger & Willard, inc. \("A/E"\) for A/E to provide project management, data collection, on-site investigation, a recommendation report, design services, bidding support, permitting, public engagement, and special procedures for geotechnical investigation and structural engineering related to the Lift Station No. 7 Coast Guard and Lift Station No. 37 Yacht Club Estates Rehabilitation Projects in an amount not to exceed \\$196,385.75 \(ECID Project No. 22070-111; Oracle No.18942\); and providing an effective date.](#)
5. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21 01-KHA\(A\) to the architect/engineering agreement dated June 23, 2021 between the City of St. Petersburg, Florida and Kimley Horn, Inc. \("A/E"\) for A/E to provide project management, a lift station siting memorandum, geotechnical services, design and permitting services, and bidding phase services related to the Lift Station No. 45 Sunlit](#)

Rehabilitation Project in an amount not to exceed \$100,671.85 (ECID Project No. 22071 - 111; Oracle No. 18941); and providing an effective date.

(Appointments)

(Miscellaneous)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B

July 21, 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 a three-year blanket purchase agreement with Motorola Solutions, Inc., a sole source supplier, for maintenance of communication consoles for the Police Department, at an estimated annual cost of \\$133,500 per year, for a total contract amount of \\$400,500.](#)
2. [Accepting a proposal and approving the award of a two-year agreement with Capitol Counsel LLC for Consulting, Federal Governmental Relations Services at a not to exceed contract amount of \\$240,000; approving a transfer in the amount of \\$20,000 from the balance of the General Fund Contingency \(0001\), to the Mayors Office Department, Mayors Office Division \(020-1005\); and approving an effective date. \[MOVED TO REPORTS AS ITEM F-2\]](#)
3. [Approving a transfer in the amount of \\$12,000 from the balance of the General Fund Contingency \(0001\), to the Mayor's Office Department, Mayor's Office Division \(020-1005\) to provide funding for a one-year agreement with The Southern Group of Florida, Inc. for Consulting, State Governmental Relations Services; and approving an effective date.\[MOVED TO REPORTS AS ITEM F-3\]](#)

(City Development)

4. [Approving an agreement between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce, Inc. for the City to provide funding in an amount not to exceed \\$96,000 to be used by the Chamber to provide services related the St. Petersburg Greenhouse. \[MOVED TO REPORTS AS ITEM F-4\]](#)

(Leisure Services)

(Public Works)

(Appointments)

(Miscellaneous)

5. [A resolution authorizing the Mayor or his designee to accept additional State Housing Initiative Partnership \("SHIP"\) Program funding in the amount of \\$58,124 resulting from the Florida Housing Finance Corporation \("FHFC"\) release of unallocated disaster recovery funding; approving a supplemental appropriation in the amount of \\$58,124 from the increase in the unappropriated balance of the Local Housing Assistance Fund \(1019\); resulting from additional revenue to be received during FY 2021/22, to the Housing and](#)

Community Development Department, Administration Division (082-1089); and providing an effective date.

6. Budget, Finance & Taxation Committee Minutes (6/16/2022)
7. Housing, Land Use & Transportation Committee Minutes (5/12/2022)
8. Housing, Land Use & Transportation Committee Minutes (6/9/2022)
9. Public Services & Infrastructure Committee Minutes (5/12/2022)
10. Public Services & Infrastructure Committee Minutes (5/26/2022)
11. Public Services & Infrastructure Committee Minutes (6/9/2022)
12. Public Services & Infrastructure Committee Minutes (6/16/2022)

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Budget, Finance & Taxation Committee

Thursday, July 28, 2022, 10:50 a.m., Conference Room 100

Public Services & Infrastructure Committee

Thursday, July 28, 2022, 9:25 a.m., Conference Room 100

Health, Energy, Resiliency & Sustainability Committee

Thursday, July 28, 2022, 8:00 a.m., Conference Room 100

CRA/Agenda Review

Thursday, July 28, 2022, 1:30 p.m., Conference Room 100

Committee of the Whole

Thursday, July 28, 2022, 2:00 p.m., Conference Room 100

City Council Meeting

Thursday, August 4, 2022, 9:00 a.m., City Council Chambers

CITY OF ST. PETERSBURG

Board and Commission Vacancies



Civil Service Board

2 Alternate Members

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

Nuisance Abatement Board

1 Regular Member

((Term expires 12/31/22))

Nuisance Abatement Board

2 Alternate Members

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

Social Services Allocations Committee

1 Regulara 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 Public Comment. 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.
2. At any time during the proceeding, City 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, the Applicant bears the burden of proof. Waiver of Objection: at any time during the proceeding Council Members may leave the Council Chamber for short periods of time provided they continue to hear testimony by audio. 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), if applicable.
4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation. The order of initial presentations shall be:
 - a. Presentation by City Administration.
 - b. Presentation by the Appellant followed by the Applicant, if different. If Appellant and Applicant are different entities, then each is allowed the allotted time for each part of these procedures.
 - c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said 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).
 - d. If the Property Owner is neither the Appellant nor the Applicant, they shall 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.
5. Public Comment. Upon conclusion of the initial presentations, members of the public may speak for not more than three (3) minutes each. Speakers shall limit their testimony to information relevant to the ordinance or application and criteria for review.
6. 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 or evidence 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 beginning of initial

presentations for the applicable public hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). The order of cross examination shall be:

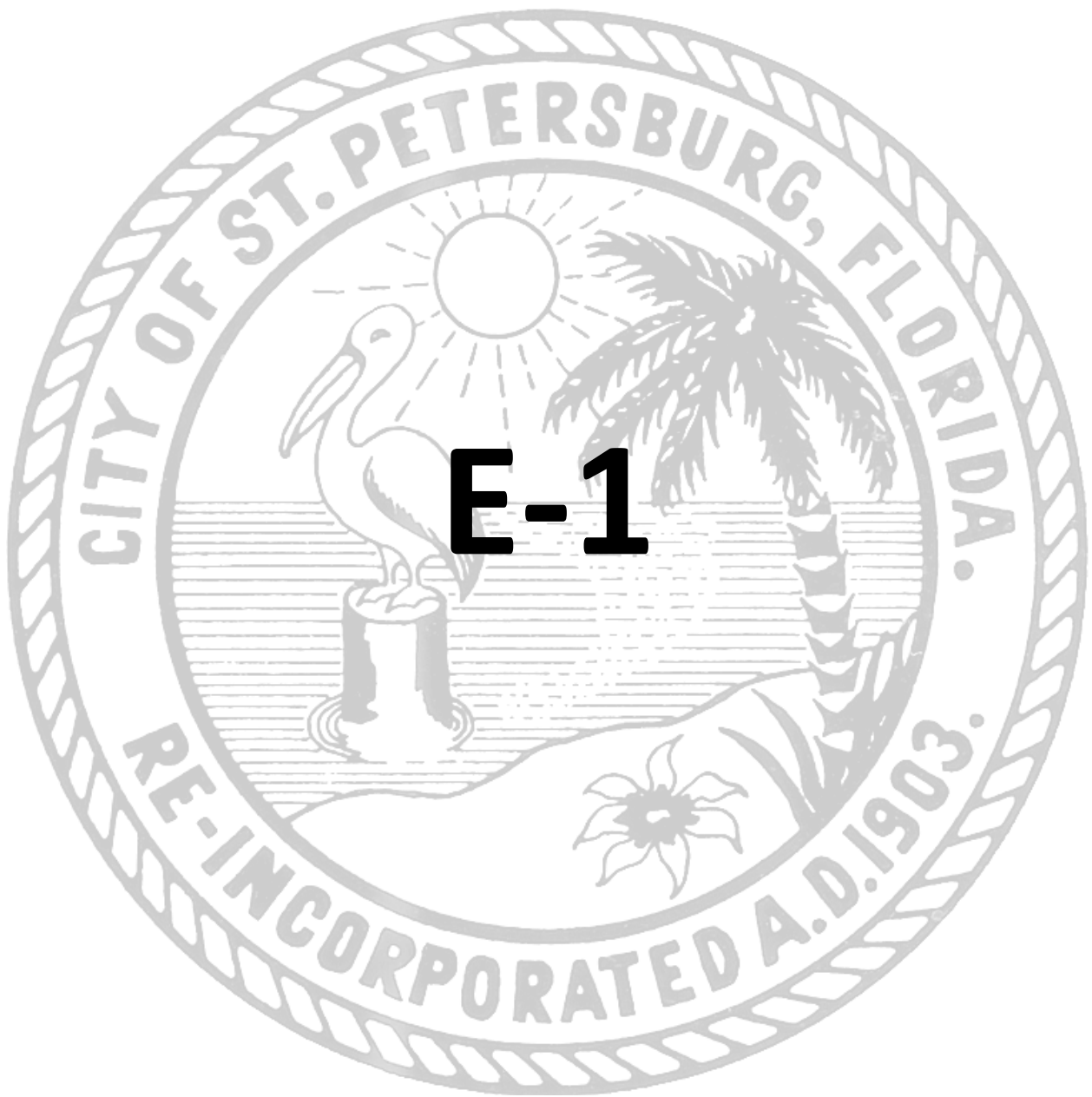
- a. Cross examination by City Administration.
- b. Cross examination by Opponents, if applicable.
- c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument and/or rebuttal. The order of rebuttal/closing shall be:

- a. Rebuttal/Closing by City Administration.
- b. Rebuttal/Closing by Opponent, if applicable.
- c. Rebuttal/Closing by Applicant followed by the Appellant, if different, followed by Property Owner, if different.

00630194.doc - revised 7/7/2022

The following page(s) contain the backup material for Agenda Item: An ordinance concerning potential economic development ad valorem tax exemptions to be granted by the City pursuant to Florida Statutes Section 196.1995; making findings concerning the City's authority to grant such exemptions; calling a referendum to authorize the City to grant such exemptions as part of a special election to be held on November 8, 2022; providing ballot text for the referendum; amending City Code to reflect that authorization; and providing an effective date.
Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Meeting of July 21, 2022

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

SUBJECT An ordinance concerning potential economic development ad valorem tax exemptions to be granted by the City pursuant to Florida Statutes Section 196.1995; making findings concerning the City's authority to grant such exemptions; calling a referendum to authorize the City to grant such exemptions as part of a special election to be held on November 8, 2022; providing a ballot text for the referendum; amending City Code to reflect that authorization; and providing an effective date

Explanation

Section 196.1995, Florida Statutes, provides that City Council may hold a referendum to allow the voters of the City of St. Petersburg to determine whether to grant authority for economic development ad valorem tax exemptions to new and expanding businesses in the City of St. Petersburg under Section 3, Art. VII of the Florida Constitution for a ten-year period from the date of voter approval.

Background

On August 4, 2011, City Council adopted ordinance 1022-G, which called a City-wide referendum on November 8, 2011 to obtain voter approval for granting Exemptions pursuant to Florida Statutes Section 196.1995. Voters approved the 2011 referendum by a margin of 66.98%. As of July 1, 2021, the City has granted two Exemptions pursuant to that authority.

Numerous Florida counties and cities, including Hillsborough, Pinellas, Tampa, Clearwater and Largo, offer an Economic Development Ad Valorem Tax exemption. To maintain the City of St. Petersburg's competitive position with these neighboring cities and counties, the administration requests that City Council approve a referendum allowing City Council to be authorized to recontinue granting economic development ad valorem tax exemptions to new and expanding businesses that create new capital investment and new, full-time jobs in the City of St. Petersburg. The attached ordinance sets forth the ballot language provided by Section 196.1995, Florida Statutes.

The City's statutory authority to grant Exemptions pursuant to the 2011 Referendum expired on November 9, 2021, after narrowly failing a reauthorization by 87 votes in November 2021 (29,458 in favor of the reauthorization, 29,545 against). The City is able to bring this forward for another vote one year later which would be the November 2022 election. It may be renewed for 10-year periods. If the attached ordinance is approved by City Council, the referendum will be held on November 8, 2022 which will extend the ability to grant this exemption until

November 8, 2032. The program is expected to be administered in the same manner as it was previously administered.

Since the adoption of this incentive program, four projects have been brought forward requesting to use this exemption, two of which were approved via ordinance to receive the exemption. American Strategic Insurance was approved by City Council for a \$100,000 exemption in 2014 for five years, and Jabil was approved on August 20, 2020 for an estimated \$67,334 each year for the next five years. City Council passed a resolution in April 2016, to allow Power Design to be considered for the exemption, and passed a resolution for Halkey-Roberts on March 18, 2021.

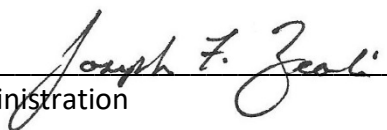
Cost/Funding/Assessment Information

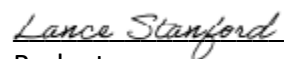
There is no direct funding impact of this ordinance, however future budgets could be impacted by reductions in ad valorem tax exemptions as a result of an approval of the referendum by the voters.

Recommendation

City Administration recommends City Council APPROVE the attached ordinance to conduct a referendum that will give City Council the authority to grant economic development ad valorem tax exemptions to new and expanding businesses that are expected to create new full-time jobs in the City of St. Petersburg.

Attachments: Ordinance


Administration


Budget

ORDINANCE NO. _____

**AN ORDINANCE CONCERNING
POTENTIAL ECONOMIC
DEVELOPMENT AD VALOREM TAX
EXEMPTIONS TO BE GRANTED BY THE
CITY PURSUANT TO FLORIDA
STATUTES SECTION 196.1995; MAKING
FINDINGS CONCERNING THE CITY'S
AUTHORITY TO GRANT SUCH
EXEMPTIONS; CALLING A
REFERENDUM TO AUTHORIZE THE
CITY TO GRANT SUCH EXEMPTIONS AS
PART OF A SPECIAL ELECTION TO BE
HELD ON NOVEMBER 8, 2022;
PROVIDING BALLOT TEXT FOR THE
REFERENDUM; AMENDING CITY CODE
TO REFLECT THAT AUTHORIZATION;
AND PROVIDING AN EFFECTIVE DATE.**

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—FINDINGS: The City Council of the City of St. Petersburg, Florida, hereby makes the following findings:

- (a) Florida Statutes Section 196.1995 authorizes counties and municipalities to obtain voter approval for the authority to grant economic development ad valorem tax exemptions under Florida Constitution Article VII, Section 3 (each an “**Exemption**”) for a ten-year period running from the date of voter approval. An Exemption can be granted to a new business relocating to the jurisdiction or to a business already situated in the jurisdiction that is expanding to foster economic growth and increase employment.
- (b) One of the City’s recognized functions is to promote economic development within its jurisdiction by providing financial incentives that will encourage new businesses to relocate within its jurisdiction and encourage existing businesses to expand, creating employment opportunities that will benefit the entire community. Accordingly, it serves a valid municipal purpose for the City to grant Exemptions.

- (c) On August 4, 2011, City Council adopted ordinance 1022-G, which called a City-wide referendum on November 8, 2011 to obtain voter approval for granting Exemptions pursuant to Florida Statutes Section 196.1995 (the “**2011 Referendum**”). Voters approved the 2011 Referendum, and as of July 1, 2021, the City had granted about two Exemptions pursuant to that authority.
- (d) The City’s statutory authority to grant Exemptions pursuant to the 2011 Referendum expired on November 9, 2021.
- (e) Accordingly, City Council desires to hold a referendum in accordance with Florida Statutes Section 196.1995 to authorize the City to grant Exemptions for a ten-year period, with that referendum placed on the ballot of a special election scheduled for November 8, 2022.
- (f) The City did not call or hold a referendum pursuant to Florida Statutes Section 196.1995 in the 12 months preceding November 8, 2022 and is therefore eligible to place such a referendum on the ballot at that time.
- (g) That referendum should use the ballot title and ballot summary required by Florida Statutes Section 196.1995, and it should authorize the City to grant any Exemption authorized under that statute, as it may be amended from time to time.
- (h) Because the voter authorization described above would not automatically amend related portions of City Code for conformity, an amendment of City Code sections 17-521 and 17-532 should be set forth in this ordinance to go into effect simultaneously with the associated authorization, to codify the City’s authority to grant Exemptions for a ten-year period.

SECTION 2—DATE OF REFERENDUM: Pursuant to Florida Statutes Section 196.1995, City Council hereby calls the referendum described in this ordinance (the “**Referendum**”) to be placed on the ballot of a special municipal election scheduled for November 8, 2022.

SECTION 3—AUTHORIZATION FOR ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS: If the Referendum is approved by a majority vote, the City may grant ad valorem tax exemptions in accordance with and to the full extent authorized by Florida Statutes Section 196.1995, as it may be amended from time to time.

SECTION 4—CITY CODE AMENDMENTS: If the Referendum is approved by a majority vote, City Code sections 17-521 and 17-532 will be amended as set forth below, with additions indicated by underlining and deletions indicated by ~~striktthrough-text~~. These sections may be

further amended by ordinance absent a new referendum, as long as any such amendment is consistent with this Referendum.

Sec. 17-521. – Enactment authority.

Article VII, Section 3, of the Constitution of the State of Florida and Florida Statutes (currently F.S. § 196.1995) empower the City to grant exemptions to new businesses and expansions of existing businesses after the electors of the City authorize such exemptions. In a referendum held on November 8, 2011, the electors of the City of St. Petersburg authorized the City to grant exemptions pursuant to this article, which authorization expired on November 9, 2021; however, that expiration did not affect the operation of any exemption for which an eligible business had been granted under this article prior to November 9, 2021. In a referendum held on November 8, 2022, the electors of the City of St. Petersburg again authorized the City to grant exemptions pursuant to this article.

Sec. 17-532. - Sunset date.

The authority to approve an exemption ordinance pursuant to this article shall expire at 12:01 a.m. on November 9, 2032~~November 9, 2021~~, which is ten years after the effective date such authority to approve an exemption ordinance was approved by the electors of the City; provided that for purposes of enforcement and revocation, this article shall survive such expiration date. No business shall be allowed to begin receiving an exemption after that date; however, the expiration shall not affect the operation of any exemption for which an eligible business has been granted under this article prior to ~~November 9, 2021~~ November 9, 2032.

SECTION 5—BALLOT TEXT: The City shall use the following caption and explanatory statement as the ballot title and ballot summary for the Referendum:

Providing City Council with the authority to grant economic development ad valorem tax exemptions

Shall the City Council of St. Petersburg be authorized to grant, pursuant to s. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses

that are expected to create new, full-time jobs in the City of St. Petersburg?

_____ YES – For authority to grant exemptions

_____ NO – Against authority to grant exemptions

SECTION 6—RELATIONSHIP TO PREVIOUS ORDINANCES AND REFERENDUMS: To the extent that any provision of this ordinance conflicts with ordinance 1022-G or the 2011 Referendum, the provision of this ordinance will control. Otherwise, this ordinance and the Referendum are not intended to affect ordinance 1022-G, the 2011 Referendum, or any ordinance granting an Exemption pursuant to the City’s authority under ordinance 1022-G or the 2011 Referendum.

SECTION 7—SEVERABILITY: The provisions of this ordinance are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this ordinance.

SECTION 8—EFFECTIVE DATE: 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.

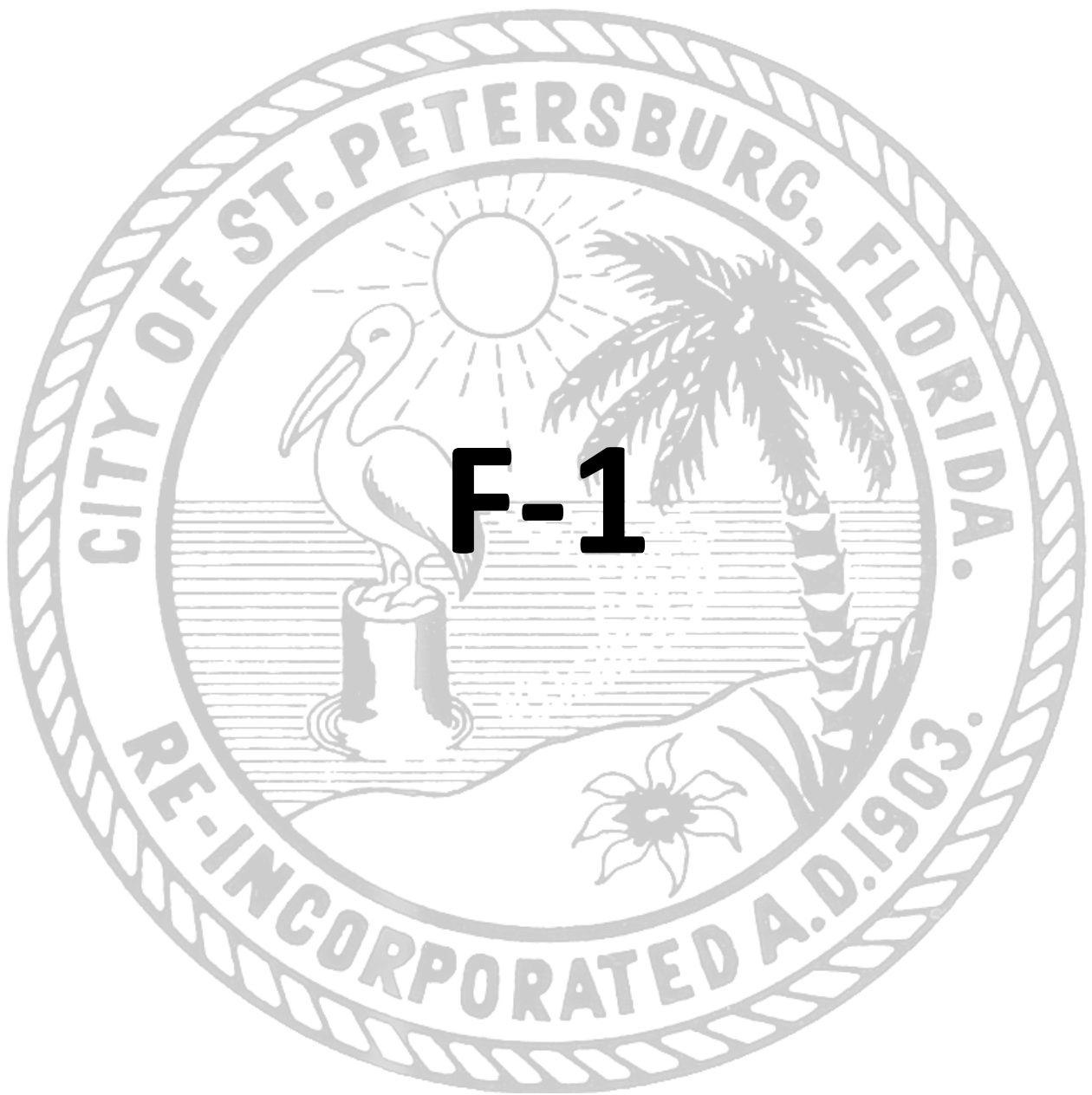
Approved as to form and content:

/s/ Sharon Michnowicz

City Attorney (Designee)


00630059

The following page(s) contain the backup material for Agenda Item: FY 2023 Budget
Please scroll down to view the backup material.



MEMORANDUM

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

FROM: Thomas Greene, Assistant City Administrator 

DATE: July 7, 2022

SUBJECT: July 21, 2022 City Council meeting to Set Proposed Millage Rate for FY 2023 Budget and Establishing Public Hearing Dates

Attached for City Council's action are two resolutions: one which sets the proposed property tax millage rate for Fiscal Year 2023, and the second which sets the date, time, and place of the required public hearings for the FY 2023 budget and millage rate.

The first resolution provides for a proposed millage rate of 6.5250 mills, which is a reduction of 0.130 mills from the current FY22 millage rate. For comparison purposes the "rolled back" rate is 5.7709. Please note that once the millage rate has been tentatively adopted, it may be reduced by further City Council action, but an increase would require the city to notify each property owner of the change at the city's additional cost.

The public hearing resolution establishes Thursday, September 15, 2022, and Thursday, September 29, 2022, as the dates for the public hearings to tentatively and finally adopt the budget. Both hearings will be held at 6:00 p.m. at City Hall. As required, these dates fall within the time-frames specified in Chapter 200.065 of the Florida State Statutes, and do not conflict with either the Board of County Commissioners' or the School Board's hearing dates.

The proposed millage rate and date of the first public hearing are due to the Property Appraiser's Office by August 2, 2022, for inclusion on the TRIM notices which are scheduled to be mailed to property owners on August 22, 2022.

cc: Ken Welch, Mayor
Stephanie Owen, Deputy Mayor
Rob Gerdes, City Administrator
Jacqueline Kovilaritch, City Attorney

Attachments: Proposed Millage Rate Resolution
Hearing Date Resolution

Resolution No. 22 - _____

**A RESOLUTION ADOPTING PROPOSED
MILLAGE RATE NECESSARY TO FUND THE
TENTATIVE OPERATING BUDGET, OTHER
THAN THE PORTION OF SAID BUDGET TO BE
FUNDED FROM SOURCES OTHER THAN AD
VALOREM TAXES FOR FISCAL YEAR 2023; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a tentative operating budget has been prepared for the City of St. Petersburg for fiscal year 2023; and

WHEREAS, the following calculations apply to the tentative operating budget to be funded from Ad Valorem taxes:

Taxable Value

Current Year Gross Taxable Value	\$28,392,063,560
96% of Gross Taxable Value	27,256,381,018

Operating Budget

Tentative General Fund Requirements	\$336,252,746
Less Sources other than Ad Valorem Taxes	<u>158,404,860</u>
Ad Valorem Taxes necessary to fund Tentative Operating Budget	\$177,847,886

Levy required to fund Tentative Operating Budget $\$177,847,886 \div \$27,256,381,018 = .006525$	6.5250 mills
---	--------------

Total Levy required to fund Tentative Operating Budget	6.5250 mills
--	--------------

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that in order to raise and produce the funds necessary to fund that portion of the tentative operating budget of the City of St. Petersburg for the fiscal year ending September 30, 2023 that is to be funded from Ad Valorem Taxes, there is hereby adopted a proposed millage rate of 6.5250 mills.

BE IT FURTHER RESOLVED that the tentative operating budget and proposed millage rate as herein set out be immediately transmitted to the Property Appraiser along with the rolled back rate calculation and the date, time and place at which public hearings will be held to consider the proposed millage rate, the tentative operating budget, and the rolled back rate calculation.

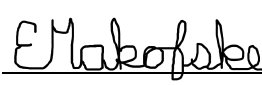
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00629861

DEPARTMENT:



Resolution No. 22 - _____

**A RESOLUTION SETTING THE DATES FOR
PUBLIC HEARINGS UPON THE TENTATIVE
OPERATING BUDGET AND PROPOSED
MILLAGE RATE FOR FISCAL YEAR 2023;
AND PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that pursuant to the procedures required by State law, this Council will conduct public hearings to receive any comments by interested parties concerning the tentative operating budget and proposed millage rate for Fiscal Year 2023 on the 15th day of September, 2022, at 6:00 p.m., and again on the 29th day of September, 2022 at 6:00 p.m., at City Hall, 175 5th Street North, St. Petersburg, Florida.

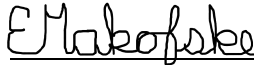
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00629860

DEPARTMENT:





City of St. Petersburg Fiscal Year 2023 Budget

July 21, 2022



City of St. Petersburg Fiscal Year 20232 Budget Process

- Adopt a Proposed Property Tax Millage Rate
 - Recommended rate 6.5250
- Set Two Public Hearing Dates
 - September 15, 2022, at 6:00 pm
 - September 29, 2022, at 6:00 pm



TRIM Notices

- The Truth in Millage Notices (TRIM) are mailed by the county Property Appraiser's Office to every city property owner
 - Includes official notice of Public Hearings
 - Includes proposed millage rate
 - Mailed August 22nd
 - Information for TRIM notices is due to the Property Appraiser's Office by August 2nd



Property Taxes

Proposed Millage Rates & General Fund Budget

	<u>Adopted FY22</u>	<u>Recommended FY23</u>
Operating	6.6550 mills	6.5250 mills
Voted Debt	<u>0.0000 mills</u>	<u>0.0000 mills</u>
Total	6.6550 mills	6.5250 mills
Ad Valorem Revenue	\$157.306 million	\$177.848 million
General Fund		
Operating Budget	\$307.757 million	\$336.253 million



Property Taxes and Values

Taxable Value

Current Year Gross Taxable Value	\$28,392,063,560
96% of Gross Taxable Value	\$27,256,381,018 (A)

Operating Requirements

Tentative General Fund Requirements	\$ 336,252,746
Less sources other than Ad Valorem Taxes	<u>\$ 158,404,860</u>
Ad Valorem Taxes need to fund FY23	\$ 177,847,886 (B)

Total Levy

Ad Valorem Taxes line (B)/96% of Gross Property Value Line (A)	6.5250 Mills
---	--------------



Historical Millage Rate

Operating Millage History



Rollback Rate

- Rollback rate = 5.7709
 - Proposed Millage Rate = 6.5250
 - Increase from Rollback Rate = 13.07%
 - FY 2022 Ad Valorem Revenues = \$157.306 million
 - FY 2023 Ad Valorem Revenues = \$177.848 million
 - Increase in Ad Valorem Revenue = \$20.542 million
- (based on the certified tax roll delivered to the city on July 1, 2022)*



Maximum Millage Rates

- Additional rates permitted by F.S. 200.065(5)
 - Maximum millage rates
 - Majority vote maximum rate 9.0738 (\$257.624 million)
 - Two-thirds vote 9.9812 (\$272.051 million)



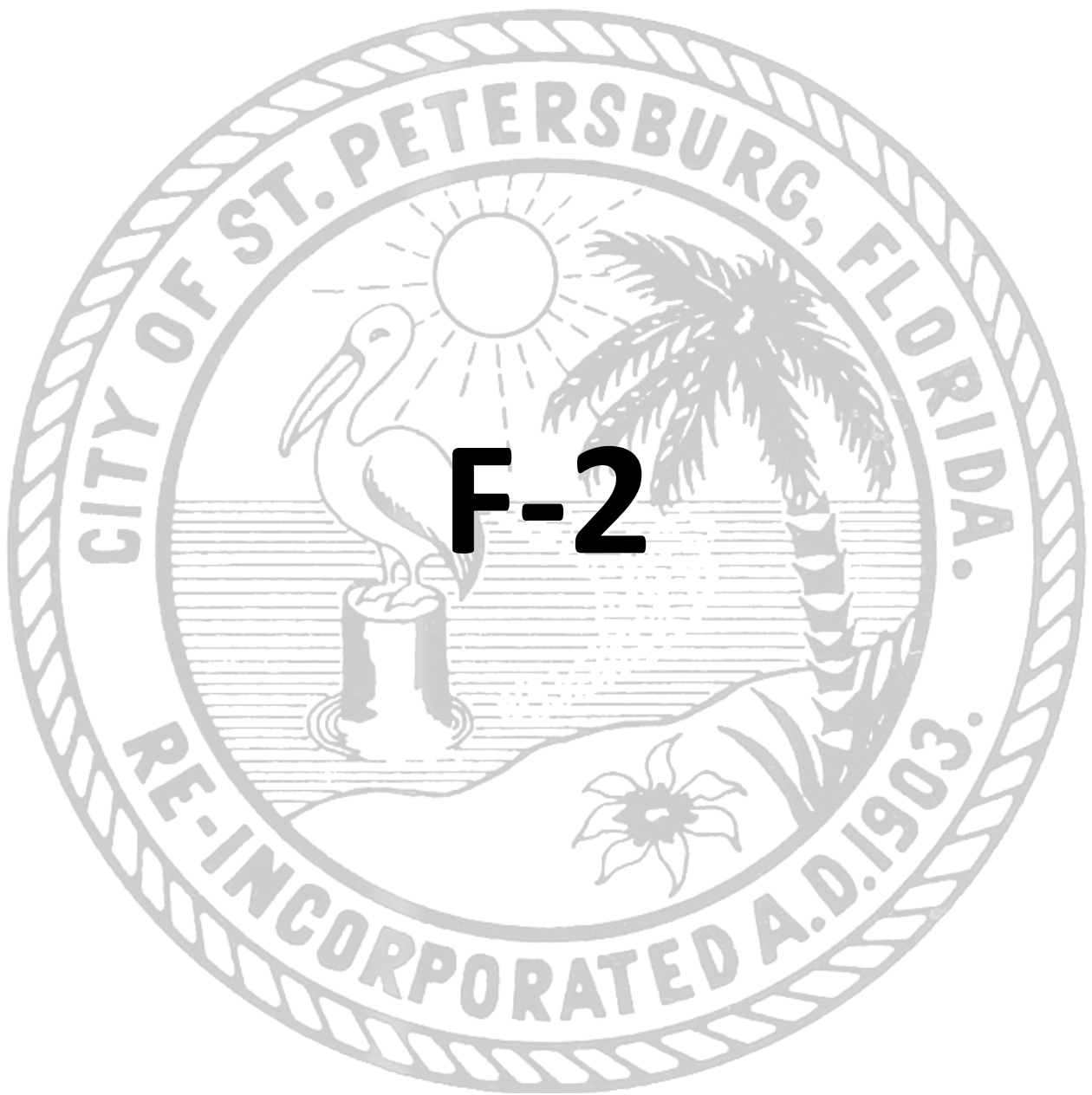
Budget Information

The Mayor's FY23 Recommended Budget is located on the city's website at:

<https://www.stpete.org/government/departments/finance/index.php>



The following page(s) contain the backup material for Agenda Item: Accepting a proposal and approving the award of a two-year agreement with Capitol Counsel LLC for Consulting, Federal Governmental Relations Services at a not to exceed contract amount of \$240,000; approving a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001), to the Mayors Office Department, Mayors Office Division (020-1005); and approving an effective date. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 21, 2022

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

Subject: Accepting a proposal and approving the award of a two-year agreement with Capitol Counsel LLC for Consulting, Federal Governmental Relations Services at a not to exceed contract amount of \$240,000; approving a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005); and approving an effective date.

Explanation: The Procurement and Supply Management Department received four proposals for Consulting, Federal Governmental Relations Services.

The four proposals were received from:

#	<u>Offerors</u>	<u>Monthly Fee</u>
1.	Capitol Counsel LLC	\$15,000
2.	Gray Robinson, P.A.	\$6,000
3.	Holland & Knight, LLP	\$10,000
4.	Potomac Partners D.C. LLC	\$8,300

The proposals were evaluated by a cross-functional team from the Mayor's Office, City Administration and the Budget & Management Department. They include:

Stephanie Owens, Deputy Mayor
Tom Greene, Assistant City Administrator
Elizabeth Makofske, Director, Budget and Management
Roxanne Fixsen, Special Projects Director, Mayor's Office
Doyle Walsh, Senior Advisor, Mayor's Office

The proposals were evaluated based on the following criteria:

- Overall experience of the firm – 20 points
- Overall comprehensive experience with strategy development to identify, apply and secure federal grants – 5 points
- Principal Consultants and key staff's qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

Following the initial evaluation of the proposals Capitol Counsel LLC ("Capitol Counsel") agreed to reduce their proposed fee to \$10,000 per month. Capitol Counsel shall provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the Federal Government (Congress and Executive Branch), its committees, and executive agencies. The goal of such representation will be to secure legislation and funding for programs, assist the City in developing a comprehensive strategy to identify, apply and secure federal grants, preserve funding for programs and projects that have been identified by the City, as well as to promote

grants, proposals, infrastructure implementation and investment process and other business before federal agencies.

The Procurement and Supply Management Department, in cooperation with Mayor's Office, recommends for award:

Capitol Counsel LLC (Washington, D.C.) \$240,000

The consultant has met the specifications and requirements of RFP No. 8357 dated May 3, 2022. This agreement will be effective for a term of two years beginning on August 1, 2022 through July 31, 2024 with two (2) one-year renewal options. Capitol Counsel currently provides similar services with The City of San Juan, PR, City of Richmond, VA, Colorado State University, and the County Executive Association.

Cost/Funding/Assessment Information: Funding for FY22 will be available after the approval of a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005). Following this transfer the remaining balance of the General Fund Contingency will be \$913,378. Funding for the future portion of the contract will be provided for in the future budgets subject to City Council approval.

Attachments: Technical Evaluation (3 pages)
Agreement (12 pages)
Resolution

Technical Evaluation
918-58 Consulting, Federal Governmental Relations

Summary Work Statement

The City received four proposals for RFP No. 8357 Consulting, Federal Governmental Relations Services. The successful offeror shall provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the Federal Government (Congress and Executive Branch), its committees, and executive agencies. The goal of such representation will be to secure legislation and funding for programs, assist the City in developing a comprehensive strategy to identify, apply and secure federal grants, preserve funding for programs and projects that have been identified by the City, as well as to promote grants, proposals, infrastructure implementation and investment process and other business before federal agencies.

The following proposals were received from:

1. Capitol Counsel LLC
2. Gray Robinson, P.A.
3. Holland & Knight LLP
4. Potomac Partners D.C. LLC

Evaluation Committee

The evaluations of the proposals were conducted by a cross functional team of City personnel representing several departments. The evaluators were:

Stephanie Owens, Deputy Mayor
Tom Greene, Assistant City Administrator
Elizabeth Makofske, Director, Budget and Management
Roxanne Fixsen, Special Projects Director, Mayor's Office
Doyle Walsh, Senior Advisor, Mayor's Office

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Overall experience of firm – 20 points
- Overall comprehensive experience with strategy development to identify, apply, and secure federal grants – 5 points
- Principal consultants and key staff's qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

Offerors' Profiles

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

Capitol Counsel LLC is headquartered in Washington, D.C. and was established in 2006. The firm has been providing federal advocacy and lobbying services for 15 years and employs 51 full time employees.

Strengths include: The designated staff is highly qualified and experienced. The proposal emphasized infrastructure implementation with a designated group within the firm, a key to accessing newly available federal grant funding which will fund public infrastructure projects.

The relationships they have established and the relevant experience are vital. Key staff is a bipartisan team with experience serving in past presidential administrations, and have established deep relationships with both Republican and Democratic members of Congress, and Federal agencies. Their knowledge and understanding of how to best position the City's priorities stand out in the proposal. They will use their expansive team to coordinate with the appropriate representative within the firm to advance the City's strategy.

They have deep experience with Federal Department of Transportation projects, This is critical for future planning considering the City's rapid growth. The City would be their only Florida public entity client, ensuring no other representation in the state when applying for competitive national funding streams. Their focus and efforts would be on what's best for the City without any competing interests from any other local public entities. Their collective team brings great value to their work within the context of the City's needs at this particular time. They addressed the City's Integrated Sustainability Plan and Water Resources Plan and showed knowledge and understanding of our local issues. They also addressed how the federal programs work along with Notice of Funding Opportunity. They demonstrated the timing and agility required to be in communication with the right people at the right time.

Weaknesses include: The proposal lacked a detailed policy advocacy strategy. They did not provide examples of Florida projects. The initial cost for their services was comparatively high, but was negotiated down to a competitive price. While their emphasis was on pursuing funding opportunities for infrastructure projects, more examples of lobbying activities would have been helpful.

The proposal meets the City's requirements.

Gray Robinson, P.A. is a C-Corporation professional association headquartered in Orlando, FL. This law firm was founded in 1970 and has been providing government consulting services for 52 years. Gray Robinson employs 517 people in 15 offices in Florida and Washington, D.C. The City has an existing relationship with them regarding Bond Council services.

Strengths include: The proposed team is well staffed. The proposal mapped out a comprehensive plan with proposed dates and times to accomplish various milestones. They have performed a significant number of reviews for grant applications. The proposal did address infrastructure and was detailed.

The fee is favorable to the City as the lowest proposed cost. The team includes a Tampa based government affairs advisor who is excellent.

Weaknesses include: The large number of Florida municipal clients means there could be competing interests for the same funding sources among Florida public entities. Their experience was more heavily related to state as opposed to representation at the Federal level. The proposal contained passive language such as develop and explore rather than stating what they will accomplish. The proposal was not strategic, but rather relied on the City to identify goals rather than taking the lead. The proposal was not strong from a bi-partisan perspective. The proposal was geared toward policy and legislative work more than securing funding for their clients.

The proposal meets the City's requirements.

Holland & Knight, LLP is a Brandon, FL based limited liability partnership comprised of multiple locations throughout the United States. Holland & Knight was established in Florida in 1968. Holland & Knight has 2,678 United States based attorneys and staff and has 31 offices throughout the world.

Strengths include: The overall experience of the firm is excellent. The firm is very large and can access expertise from a number of internal sources. The plan of action was detailed with timeframes included. They maintain a local presence with their headquarters in Brandon, FL. Their working relationship with the current administration is strong. Their track record is strong in regard to securing funding for infrastructure projects.

The organization chart included with the proposal was impressive, including a liaison for the White House, the House of Representatives, and the U.S. Conference of Mayors.

Addressed diversity in their proposal. This is important because federal grants usually require equity in the implementation by grantees.

Weaknesses include: They posed multiple exceptions to the base agreement included with the proposal. They represent many very large cities, counties, and special districts throughout the United States, including the City of Tampa and Hillsborough County. Given this situation, how much priority the City will have. The fee was on the higher side of the spectrum.

The proposal meets the City's requirements.

Potomac Partners D.C., LLC, is headquartered in Washington, D.C. The limited liability company was established in 2005. They provide federal legislative consulting and lobbying services primarily representing public entities.

Strengths include: The team is strong. They briefly addressed affordable housing in their proposal. A smaller firm who would presumably provide individual attention to our needs. Identified their role as a strategic partner. Something mentioned about contracted services?

Weaknesses include: The majority of their clientele are located in western states. Transportation is their focus, especially in California.

The proposal meets the City's requirements.

Deliberations

The proposals were initially evaluated solely by the evaluation committee, based on the evaluation criteria established in the RFP. On May 31 and June 7, 2022, the evaluation committee deliberated and discussed the strengths and weaknesses of the four proposals. They were rated as follows:

Rank	Firm
1.	Capitol Counsel, L.L.C.
2.	Potomac Partners, D.C., LLC
3.	Holland & Knight, LLP
4.	Gray Robinson, P.A.

Recommendation for Award

On May 31 and June 7, 2022, the evaluation committee convened to discuss the proposals and recommended Capitol Counsel LLC as the highest ranked offeror for Consulting, Federal Governmental Relations Services. The firm has met the requirements of RFP No. 8357 and the offer was determined to be the most advantageous to the City, taking into consideration their cost and the evaluation criteria set forth in the RFP.

Capitol Counsel, LLC was selected for the following reasons:

- The proposal emphasized infrastructure implementation with a designated group within the firm.
- They have established relationships and the relevant bipartisan experience.
- They can focus their efforts on the City's needs.
- Their collective team brings great value to their work within the context of the City's needs at this particular time.

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into this ____ day of July, 2022, by and between Capitol Counsel LLC (“Consultant”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Consultant Duties.** Consultant shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) and provide the Deliverables (as hereinafter defined) for the City in full and complete accordance with this Agreement. Appendix A is attached to this Agreement and made a part hereof.
2. **Deliverables.** The deliverables set forth in Appendix A shall be delivered by Consultant to the City according to the schedule set forth therein. The schedule and the deliverables set forth therein shall be referred to collectively as “Deliverables.” Where not clearly specified in Appendix A, the format and level of detail for Deliverables shall be mutually agreed upon by the Parties. The City shall solely own all right, title and interest in and to the Deliverables provided pursuant to this Agreement.
3. **Agreement Components.**
 - A. The agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM or CSP CPA FORM, as applicable (“BPA/CPA Form”), and the following documents, which are made a part hereof by reference (“Other Documents”):
 - (i) Request for Proposals No. 8357 dated May 3, 2022 (“Document 1”)
 - (ii) Consultant’s email dated June 3, 2022 confirming reduction in monthly fee from \$15,000 to \$10,000 per month (“Document 2”)
 - (iii) Consultant’s proposal dated May 17, 2022
 - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA/CPA Form, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2).

4. **Term.** The initial Term of this Agreement commences on August 1, 2022 (“Effective Date”) and terminates on July 31, 2024, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for two (2) one (1)-year periods at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to “Term” shall include the initial Term and all renewal terms.
5. **Payment.**
 - A. Provided Consultant faithfully performs its obligations contained in this Agreement, the City shall pay Consultant ten thousand dollars (\$10,000) per month; provided, however, that the total amount paid to Consultant pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed two hundred forty thousand dollars (\$240,000) for the initial Term (“Maximum Price”). Consultant shall invoice the City on a monthly basis for services rendered in the previous month, and the City shall pay such invoice within thirty (30) days after receipt. The Maximum Price may be increased only in strict accordance with this Agreement.
 - B. The Maximum Price shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Maximum Price will be made by mutual agreement between the Parties in writing, provided that Consultant notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Maximum Price. Further, Consultant shall maintain competitive prices for the Term, and such prices must be comparable to those provided to other customers receiving similar services as the City.
6. **Indemnification.**
 - A. Consultant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - (i) The performance of this Agreement (including any amendments thereto) by Consultant, its employees, agents, representatives, or subcontractors; or
 - (ii) The failure of Consultant, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws (as defined

herein); or

- (iii) Any negligent act or omission of Consultant, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Consultant, its employees, agents, representatives, or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;
 - (iv) Any reckless or intentional wrongful act or omission of Consultant, its employees, agents, representatives, or subcontractors; or
 - (v) Consultant's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

- A. Consultant shall obtain and maintain the following minimum types and amounts of insurance throughout the Term at its own expense:
- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
 - (iv) Professional Liability Insurance with a minimum occurrence limit of \$1,000,000. The professional liability policies may be on a claims made or occurrence basis.
- B. All of Consultant's insurance policies, except Workers' Compensation and Professional Liability Insurance, must name the Indemnified Parties as additional insureds.

- C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction, or material change in coverage.
 - D. Consultant shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Consultant shall provide copies of current policies with all applicable endorsements.
 - E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
 - F. If the insurance carried by Consultant has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, are deemed to be the requirement in this Agreement. If Consultant's insurance limits are greater than the minimum limits set forth herein, then Consultant's insurance limits are deemed to be the required limits in this Agreement.
 - G. Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7221
Attention: David E. Malone, CPSM

Director, Procurement & Supply Management

CONSULTANT:

Capitol Counsel LLC
700 13th Street NW, 2nd Floor
Washington, D.C. 20005
Attn: Robert Diamond, Partner
Phone: 917-287-5849

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination does not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** Consultant shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.
12. **Termination.**
 - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Consultant.
 - B. The City may terminate this Agreement upon written notice to Consultant in the event Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Consultant with notice of default or an opportunity to cure, if the City determines that Consultant has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
 - C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.
 - D. Termination of this Agreement acts as a termination of the BPA/CPA Form and the Other Documents.
13. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement.

Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
16. **Compliance with Laws.** Consultant shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida laws regarding public records. Consultant hereby makes all certifications required under Florida Statute section 287.135. Consultant shall also comply with all applicable City policies and procedures.
17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
18. **No Liens.** Consultant shall not suffer any liens to be filed against any City property by reason of any work, labor, services, or materials performed at or furnished to City property, to Consultant, or to anyone using City property through or under Consultant. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Consultant and its professional advisors. The City, Consultant and Consultant’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Consultant or against the City or Consultant merely because of their efforts in preparing it.
20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Consultant may refer to the City in client list.
21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that

year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Consultant shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Consultant and must be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Acceptance.** The City shall accept Deliverables which conform to the requirements of this Agreement. The City shall notify the Consultant in writing of acceptance of each Deliverable. The City will give Consultant notification within thirty (30) calendar days of receipt of a Deliverable of any discovery by the City of non-conformance of the Deliverable with the requirements of this Agreement (“Non-Conformance”) and Consultant shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall the period to correct the Non-Conformance exceed thirty (30) calendar days from the date the City provides notice of Non-Conformance to Consultant.

26. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

27. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented

from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("Permitted Delay"), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

28. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Consultant does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
29. **Permits and Licenses.** Consultant shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Consultant's performance of this Agreement. Upon request of the City, Consultant shall provide the City with written evidence of such permits, licenses, certifications, and approvals.
30. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
31. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Consultant's obligations under this Agreement is not permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Consultant shall promptly pay all subcontractors and suppliers.
32. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
33. **City Data.** All data, documents and other City property shall remain the property of the City. Consultant agrees that such City property shall be used solely for the purpose of performing the Scope of Services and providing the Deliverables. Consultant shall be responsible for the safekeeping of such property and, if the City so requests, Consultant shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope of Services all such property shall be returned to the City.

34. **Confidentiality.** Consultant will at all times (both during and after the Term of this Agreement) treat confidentially by not disclosing to unaffiliated persons information and documentation furnished by the City to Consultant except (i) incident to a subcontract or service contract entered into by the Consultant to assist it in performing the Scope of Services and providing the Deliverables hereunder; (ii) in connection with an audit or regulatory examination; (iii) as may otherwise be legally required (e.g., Chapter 119, Florida Statutes or court order); or (iv) as may otherwise be directed by the City.
35. **Contract Adjustments.**
- A. Either party may propose additions, deletions or modifications to the Scope of Services (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.
 - B. In the event Consultant proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Consultant will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
 - C. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Maximum Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.
36. **Warranties.** In addition to any other warranties that may exist, Consultant warrants to the City that it will provide the Scope of Services with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.
37. **Conflict.** Consultant shall first represent the City as its most favored client when lobbying with the Federal Government (Congress and Executive Branch), its committees, and executive agencies. Consultant shall decline representation of clients when that representation would create a conflict with the City or otherwise adversely impact the City (e.g., by lobbying on behalf of other clients for appropriations also being sought by the City). As of the Effective Date, Consultant represents it has no clients that create a conflict with or would otherwise adversely impact the City.
38. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize Consultant for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City’s best interest.

39. **Consultant Personnel.** The City reserves the right to require Consultant to replace any persons performing services pursuant to this Agreement, including but not limited to Consultant's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable, or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
40. **Public Records.**
- A. Consultant shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, Consultant shall provide all electronically stored public records to the City in a format approved by the City.
- B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein shall be construed to affect or limit Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

41. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CAPITOL COUNSEL LLC:

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST

(SEAL)

By: _____

Print: _____

Sign: _____

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee) 00629735

(Acknowledgment of Consultant)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: _____

Print: _____

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING THE AWARD OF A TWO-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS TO CAPITOL COUNSEL LLC FOR FEDERAL GOVERNMENTAL RELATIONS CONSULTING SERVICES FOR A CONTRACT AMOUNT NOT TO EXCEED \$240,000 FOR THE INITIAL TERM; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER IN THE AMOUNT OF \$20,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE MAYOR'S OFFICE DEPARTMENT, MAYOR'S OFFICE DIVISION (020-1005); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8357 ("RFP") for consulting, federal governmental relations services dated May 3, 2022; and

WHEREAS, the Procurement & Supply Management Department received four (4) proposals in response to the RFP; and

WHEREAS, a cross-functional team from the Mayor's Office, City Administration, and the Budget and Management Department evaluated the proposals based on the criteria set forth in the RFP and recommended Capitol Counsel LLC for federal governmental relations consulting services; and

WHEREAS, Capitol Counsel LLC has met the specifications, terms and conditions of the RFP; and

WHEREAS, funding for services to be provided in fiscal year 2022 will be available after a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001) to the Mayor's Office Department, Mayor's Office Division (020-1005); and

WHEREAS, funding for services to be provided in future fiscal years will be included in future proposed operating budgets; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Mayor's Office, recommends approval of this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a two-year agreement with two one-year renewal options to Capitol Counsel LLC for federal governmental relations consulting services for a contract amount not to exceed \$240,000 for the initial term is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the agreement.

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

BE IT FURTHER RESOLVED that there is hereby approved from the balance of the General Fund Contingency (0001), the following transfer for FY22:

<u>General Fund Contingency (0001)</u>	(\$20,000)
Mayor's Office Department,	
Mayor's Office Division (020-1005)	\$20,000

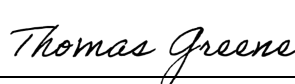
This resolution shall become effective immediately upon its adoption.

LEGAL:




00629846

DEPARTMENT:



BUDGET AND MANAGEMENT:



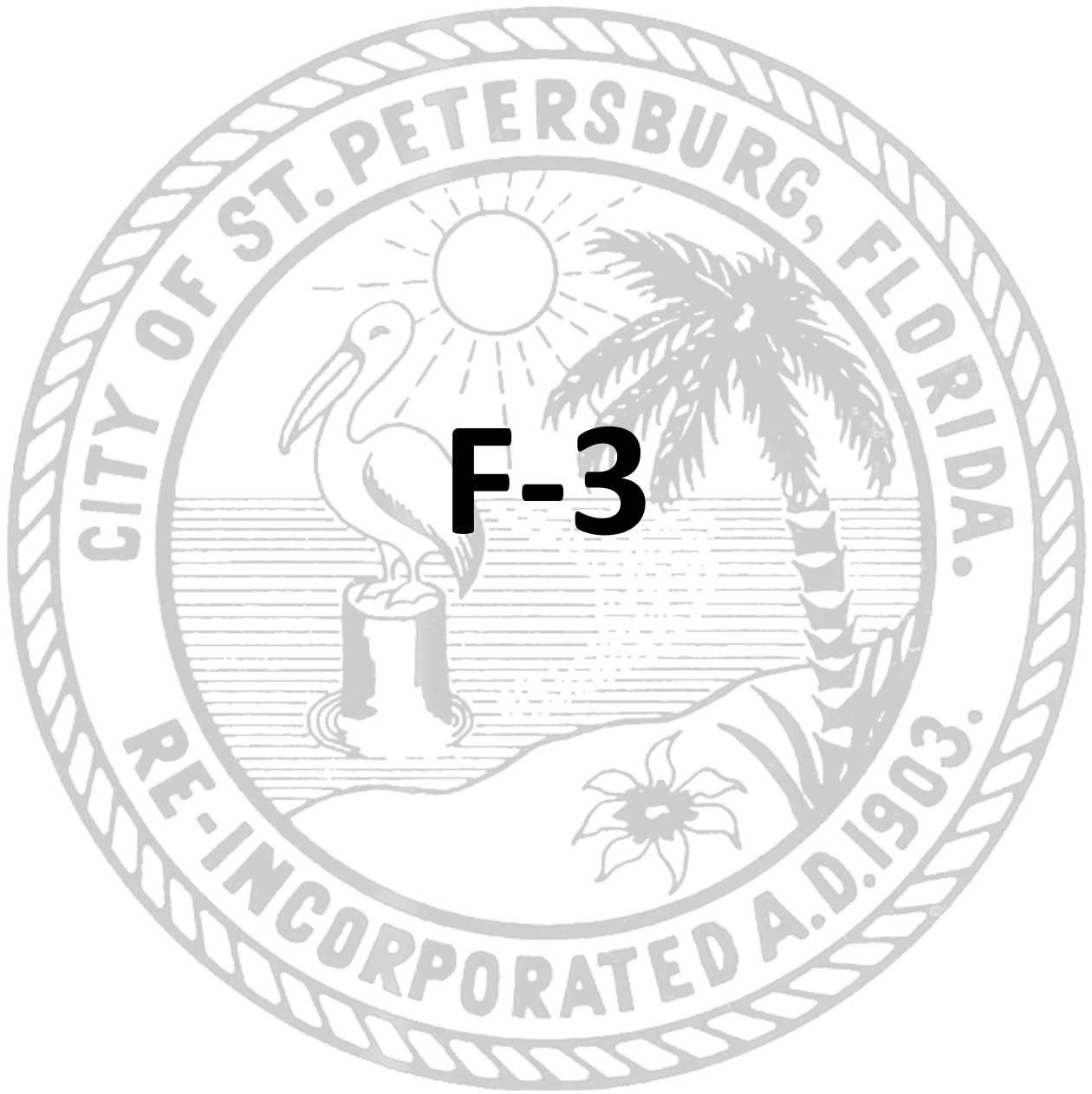
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					169078
Name:	Pocengal, Nicholas W	Request Date:	07-JUL-2022	Status:	APPROVED

Authorization Request	
Subject:	Consulting, Fed Governmental Relations, 7/21 Counc
Message:	Submitted for your approval, please find attached Consent Write-up for Consulting, Federal Governmental Relations, scheduled to go before City Council on July 21, 2022. 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	07-JUL-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	07-JUL-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	07-JUL-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001), to the Mayors Office Department, Mayors Office Division (020-1005) to provide funding for a one-year agreement with The Southern Group of Florida, Inc. for Consulting, State Governmental Relations Services; and approving an effective date.

Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 21, 2022

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

Subject: Approving a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005) to provide funding for a one-year agreement with The Southern Group of Florida, Inc. for Consulting, State Governmental Relations Services; and approving an effective date.

Explanation: The Procurement and Supply Management Department received four proposals for Consulting, State Governmental Relations Services.

The four proposals were received from:

#	<u>Offerors</u>	<u>Monthly Fee</u>
1.	Capital City Consulting LLC	\$5,000
2.	Ronald L. Book P.A.	\$5,000
3.	Shumaker Advisors Florida LLC	\$5,000
4.	The Southern Group of Florida, Inc.	\$6,000

The proposals were evaluated by a cross-functional team from the Mayor's Office, City Administration, and the Budget Department. They include:

Stephanie Owens, Deputy Mayor
Tom Greene, Assistant City Administrator
Elizabeth Makofske, Director, Budget and Management
Roxanne Fixsen, Special Projects Coordinator, Mayor's Office
Doyle Walsh, Senior Advisor, Mayor's Office

The proposals were evaluated based on the following criteria:

- Overall experience of the firm – 25 points
- Principal consultants and key staff's qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

The Southern Group of Florida, Inc. ("TSG") will provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the Florida Legislature, its committees, and Florida Executive agencies. The goal of such representation will be to secure legislation and funding for programs, preserve funding for programs and projects that have been identified by the City, assist the City in developing a comprehensive strategy to identify, apply and secure State grants and promote proposals, and other business before Florida's state agencies. Using its depth of experience and strategies TSG will identify and advocate for funding now available to cities through Bi-partisan infrastructure law that in part will flow through the State of Florida to be distributed to cities on a grant and formula basis.

The Procurement and Supply Management Department, in cooperation with the Mayor's Office,

have negotiated a one-year agreement with two (2) one year renewal options with the TSG at a contract amount not to exceed \$72,000 for the term August 1, 2022 through July 31, 2023.

Cost/Funding/Assessment Information: Funding for FY22 will be available after the approval of a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005). Following this transfer the remaining balance of the General Fund Contingency will be \$933,378. Funding for the future portion of the contract will be provided for in the future budgets subject to City Council approval.

Attachments: Technical Evaluation (3 pages)
Agreement (12 pages)
Resolution

Technical Evaluation
918-58 Consulting, State Governmental Relations Services

Summary Work Statement

The City received four proposals for RFP No. 8341 Consulting, State Governmental Relations Services. The successful offeror shall provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the before the Florida Legislature, its committees, and Florida Executive agencies. The goal of such representation will be to secure legislation and funding for programs, preserve funding for programs and projects that have been identified by the City, as well as to promote grants, proposals, and other business before Florida's state agencies.

The following proposals were received from:

1. Capital City Consulting, L.L.C.
2. Ronald L. Book, P.A.
3. Shumaker Advisors Florida, LLC
4. The Southern Group of Florida, Inc.

Evaluation Committee

The evaluations of the proposals were conducted by a cross functional team of City personnel representing several departments. The evaluators were:

Stephanie Owens, Deputy Mayor
Tom Greene, Assistant City Administrator
Elizabeth Makofske, Director, Budget and Management
Roxanne Fixsen, Special Projects Director, Mayor's Office
Doyle Walsh, Senior Advisor, Mayor's Office

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Overall experience of firm – 25 points
- Principal consultants and key staff's qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

Offerors' Profiles

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

Capital City Consulting, L.L.C. is headquartered in Tallahassee, Florida and was established in 2003. The firm has been providing this service for 19 years and employs 19 people. They are a full service government relations firm.

Strengths include: Very good bipartisan firm. Have established relationships which demonstrates their ability to help the City advance its legislative goals. The diverse staff includes a former secretary of the Florida Department of Transportation. The planning framework was good and logical. They have demonstrated success in the ability to secure funding. The proposal referenced

programs the City is interested in pursuing. Staff has more than two hundred years of collective experience. They focus on problem solving and creating opportunities. Successful track record of appropriations. Have a very large client base. Involved in fund raising for officials on both the democratic and republican side. Other local clients means they have familiarity with issues relevant to this area. Offered a detailed plan. Presented a detailed timeline.

Weaknesses include: Large client base raises questions regarding how significant the City would be to them with so many interests to promote. The proposal did not directly speak to the grant application process or the Infrastructure Investment and Jobs Act, a subject of great concern to the City. The designated team leader has been with the firm for about a year when more experienced members are desirable. While impressive, the resumes of many key staff members shows experience working within government, rather than extensive lobbying experience. The sample reports provided were not particularly helpful.

The proposal meets the City's requirements.

Ronald L. Book, P.A. is a law firm and professional association headquartered in Aventura, Florida. This firm was founded in 1987 specializes in government affairs. The firm has five employees.

Strengths include: Firm has a large client list. Experience of the team lead is extensive and very impressive. Solid history with funding efforts for affordable housing initiatives.

Weaknesses include: The staff consists of five full time employees which raises capacity issues should the City be added as a client. Although they represent the City of Pinellas Park, the proposal did not demonstrate local knowledge and engagement. The proposal did not address a timeline or what the City's legislative agenda should be. Not the right fit for the needs of the City.

The proposal meets the City's requirements.

Shumaker Advisors Florida, LLC, is a Tampa based limited liability company. The firm provides a full-service suite of governmental relations services. The firm has ten employees.

Strengths include: The firm highlighted diversity and equity. A large and prestigious firm. They have represented entities within the City. The team includes members who have worked together previously. The proposal was detailed.

Weaknesses include: Can the firm focus on the City's priorities given the number of other clients close to the City. The designed team members have been with the firm for approximately a year. They did pose objections to the agreement including limits on indemnification to the City. Most of the members have backgrounds as elected officials rather than as lobbyists.

The proposal meets the City's requirements.

The Southern Group of Florida, Inc., is headquartered in Tallahassee. The firm was incorporated in 1999 and is a full-service lobbying firm with 40 employees.

Strengths include: The firm's efforts have helped secure over \$535,000,000 in appropriation funding the past legislative year. The sample reports presented were very impressive, concise, manageable, and easy to read. The firm emphasizes relationship building. An expansive, diverse firm with relationships at the State level. They will assist the City in crafting and submitting grant applications.

Weaknesses include: The proposed fee is slightly higher than the others, but competitive. They represent development clients who could come before the City and have potentially divergent interests from those of the City. They represent other local public agencies who may have interests which do not align with the City's. Portions of the proposal seemed to be work product from another proposal.

The proposal meets the City's requirements.

Deliberations

The proposals were initially evaluated solely by the evaluation committee, based on the evaluation criteria established in the RFP. On June 1 and June 7, 2022, the evaluation committee deliberated and discussed the strengths and weaknesses of the four proposals. They were rated as follows:

Rank	Firm
1.	The Southern Group of Florida, Inc.
2.	Capital City Consulting, L.L.C.
3.	Shumaker Advisors Florida, LLC
4.	Ronald L. Book, P.A.

Recommendation for Award

On June 7, 2022, the evaluation committee recommended The Southern Group of Florida, Inc. as the highest ranked offeror for Consulting, Federal Governmental Relations Services. The firm has met the requirements of RFP No. 8341 and the offer was determined to be the most advantageous to the City, taking into consideration their cost and the evaluation criteria set forth in the RFP.

The Southern Group of Florida, Inc. was selected for the following reasons:

- Impressive history of securing funding for their clients.
- Reporting capabilities are strong and informative.
- The emphasis on relationship building.

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into on this ____ day of June, 2022, by and between The Southern Group of Florida, Inc. (“Consultant”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Consultant Duties.** Consultant shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) and provide the Deliverables (as hereinafter defined) for the City in full and complete accordance with this Agreement. Appendix A is attached to this Agreement and made a part hereof.
2. **Deliverables.** The deliverables set forth in Appendix A shall be delivered by Consultant to the City according to the schedule set forth therein. The schedule and the deliverables set forth therein shall be referred to collectively as “Deliverables.” Where not clearly specified in Appendix A, the format and level of detail for Deliverables shall be mutually agreed upon by the Parties. The City shall solely own all right, title and interest in and to the Deliverables provided pursuant to this Agreement.
3. **Agreement Components.**
 - A. The agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM or CSP CPA FORM, as applicable (“BPA/CPA Form”), and the following documents, which are made a part hereof by reference (“Other Documents”):
 - (i) Request for Proposals No. 8341 dated May 4, 2022 (“Document 1”)
 - (ii) Consultant’s Proposal dated May 17, 2022 (“Document 2”)
 - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA/CPA Form, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2).
4. **Term.** The initial Term of this Agreement commences on August 1, 2022 (“Effective Date”) and terminates on July 31, 2023, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same

terms and conditions for two (2) one (1) year periods at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to “Term” shall include the initial Term and all renewal terms.

5. Payment.

- A. Provided Consultant faithfully performs its obligations contained in this Agreement, the City shall pay Consultant six thousand dollars (\$6,000) per month; provided, however, that the total amount paid to Consultant pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed seventy-two thousand dollars (\$72,000) for the initial Term (“Maximum Annual Price”). Consultant shall invoice the City on a monthly basis for services rendered in the previous month, and the City shall pay such invoice within thirty (30) days after receipt. The Maximum Annual Price may be increased only in strict accordance with this Agreement.
- B. The Maximum Annual Price shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Maximum Annual Price will be made by mutual agreement between the Parties in writing, provided that Consultant notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Maximum Annual Price. Further, Consultant shall maintain competitive prices for the Term, and such prices must be comparable to those provided to other customers receiving similar services as the City.

6. Indemnification.

- A. Consultant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - (i) The performance of this Agreement (including any amendments thereto) by Consultant, its employees, agents, representatives, or subcontractors; or
 - (ii) The failure of Consultant, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws (as defined herein); or
 - (iii) Any negligent act or omission of Consultant, its employees, agents,

representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Consultant, its employees, agents, representatives, or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;

- (iv) Any reckless or intentional wrongful act or omission of Consultant, its employees, agents, representatives, or subcontractors; or
- (v) Consultant's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

A. Consultant shall obtain and maintain the following minimum types and amounts of insurance throughout the Term at its own expense:

- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
- (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
- (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- (iv) Professional Liability Insurance with a minimum occurrence limit of \$1,000,000. The professional liability policies may be on a claims made or occurrence basis.

B. All of Consultant's insurance policies, except Workers' Compensation and Professional Liability Insurance, must name the Indemnified Parties as additional insureds.

C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction, or material change in coverage.

- D. Consultant shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Consultant shall provide copies of current policies with all applicable endorsements.
 - E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
 - F. If the insurance carried by Consultant has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, are deemed to be the requirement in this Agreement. If Consultant's insurance limits are greater than the minimum limits set forth herein, then Consultant's insurance limits are deemed to be the required limits in this Agreement.
 - G. Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7221
Attention: David E. Malone, CPSM
Director, Procurement & Supply Management

CONSULTANT:

The Southern Group of Florida, Inc.
P.O. Box 10570
Tallahassee, FL 32302
Attn: Laura Boehmer, Partner
Phone: 727-686-0924

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination does not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** Consultant shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.
12. **Termination.**
 - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Consultant.
 - B. The City may terminate this Agreement upon written notice to Consultant in the event Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Consultant with notice of default or an opportunity to cure, if the City determines that Consultant has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
 - C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.
 - D. Termination of this Agreement acts as a termination of the BPA/CPA Form and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
16. **Compliance with Laws.** Consultant shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida laws regarding public records. Consultant hereby makes all certifications required under Florida Statute section 287.135. Consultant shall also comply with all applicable City policies and procedures.
17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
18. **No Liens.** Consultant shall not suffer any liens to be filed against any City property by reason of any work, labor, services, or materials performed at or furnished to City property, to Consultant, or to anyone using City property through or under Consultant. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Consultant and its professional advisors. The City, Consultant and Consultant’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Consultant or against the City or Consultant merely because of their efforts in preparing it.
20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Consultant may refer to the City in client list.
21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been

budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Consultant shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Consultant and must be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Acceptance.** The City shall accept Deliverables which conform to the requirements of this Agreement. The City shall notify the Consultant in writing of acceptance of each Deliverable. The City will give Consultant notification within thirty (30) calendar days of receipt of a Deliverable of any discovery by the City of non-conformance of the Deliverable with the requirements of this Agreement (“Non-Conformance”) and Consultant shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall the period to correct the Non-Conformance exceed thirty (30) calendar days from the date the City provides notice of Non-Conformance to Consultant.

26. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

27. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party (“Permitted Delay”), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
28. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Consultant does not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.
29. **Permits and Licenses.** Consultant shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Consultant’s performance of this Agreement. Upon request of the City, Consultant shall provide the City with written evidence of such permits, licenses, certifications, and approvals.
30. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
31. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Consultant’s obligations under this Agreement is not permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Consultant shall promptly pay all subcontractors and suppliers.
32. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
33. **City Data.** All data, documents and other City property shall remain the property of the City. Consultant agrees that such City property shall be used solely for the purpose of performing the Scope of Services and providing the Deliverables. Consultant shall be responsible for the safekeeping of such property and, if the City so requests, Consultant shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope

of Services all such property shall be returned to the City.

34. **Confidentiality.** Consultant will at all times (both during and after the Term of this Agreement) treat confidentially by not disclosing to unaffiliated persons information and documentation furnished by the City to Consultant except (i) incident to a subcontract or service contract entered into by the Consultant to assist it in performing the Scope of Services and providing the Deliverables hereunder; (ii) in connection with an audit or regulatory examination; (iii) as may otherwise be legally required (e.g., Chapter 119, Florida Statutes or court order); or (iv) as may otherwise be directed by the City.
35. **Contract Adjustments.**
- A. Either party may propose additions, deletions or modifications to the Scope of Services (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.
 - B. In the event Consultant proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Consultant will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
 - C. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Maximum Annual Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.
36. **Warranties.** In addition to any other warranties that may exist, Consultant warrants to the City that it will provide the Scope of Services with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.
37. **Conflict.** Consultant shall first represent the City as its most favored client when lobbying with the Florida Legislature and the Executive Office of the Governor. Consultant shall decline representation of clients when that representation would create a conflict with the City or otherwise adversely impact the City (e.g., by lobbying on behalf of other clients for appropriations also being sought by the City). As of the Effective Date, Consultant represents it has no clients that create a conflict with or would otherwise adversely impact the City.
38. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize Consultant for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City’s best interest.

39. **Consultant Personnel.** The City reserves the right to require Consultant to replace any persons performing services pursuant to this Agreement, including but not limited to Consultant's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable, or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
40. **Public Records.**
- A. Consultant shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, Consultant shall provide all electronically stored public records to the City in a format approved by the City.
- B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein shall be construed to affect or limit Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

41. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

**THE SOUTHERN GROUP OF FLORIDA,
INC.:**

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST

(SEAL)

By: _____

Print: _____

Sign: _____

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee) 00627522

(Acknowledgment of Consultant)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: _____

Print: _____

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF \$12,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE MAYOR'S OFFICE DEPARTMENT, MAYOR'S OFFICE DIVISION (020-1005) TO PROVIDE FUNDING FOR THE AGREEMENT WITH THE SOUTHERN GROUP OF FLORIDA, INC. FOR STATE GOVERNMENTAL RELATIONS CONSULTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8341 ("RFP") for consulting, state governmental relations services dated May 4, 2022; and

WHEREAS, the Procurement & Supply Management Department received four (4) proposals in response to the RFP; and

WHEREAS, a cross-functional team from the Mayor's Office, City Administration, and the Budget and Management Department evaluated the proposals based on the criteria set forth in the RFP and recommended The Southern Group of Florida, Inc. for state governmental relations consulting services; and

WHEREAS, Administration and The Southern Group of Florida, Inc. have negotiated a one-year agreement with two (2) one year renewal options for state governmental relations consulting services at a contract amount not to exceed \$72,000 for the initial term commencing August 1, 2022 and ending July 31, 2023; and

WHEREAS, funding for services to be provided in fiscal year 2022 will be available after a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001) to the Mayor's Office Department, Mayor's Office Division (020-1005); and

WHEREAS, funding for services to be provided in fiscal year 2023 will be included in the proposed FY23 operating budget.

NOW THEREFORE BE IT RESOLVED by the City of St. Petersburg, Florida that there is hereby approved from the balance of the General Fund Contingency (0001), the following transfer for FY22:

<u>General Fund Contingency (0001)</u>	(\$12,000)
Mayor's Office Department,	
Mayor's Office Division (020-1005)	\$12,000

This resolution shall become effective immediately upon its adoption.

LEGAL:




00629868

DEPARTMENT:

Thomas Greene

BUDGET AND MANAGEMENT:

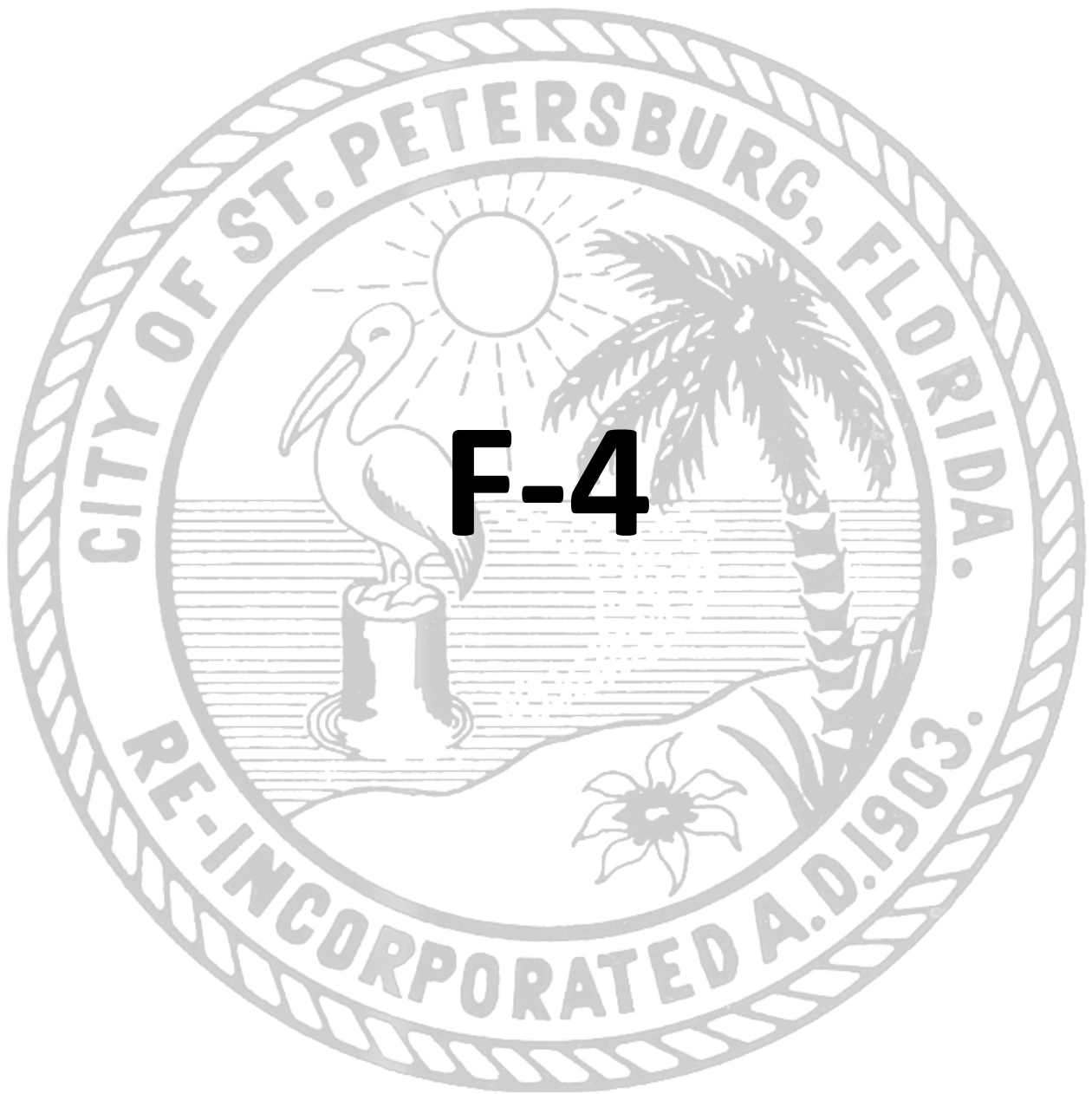
E Makofske

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					169080
Name:	Pocengal, Nicholas W	Request Date:	07-JUL-2022	Status:	APPROVED

Authorization Request	
Subject:	Consulting State Governmental Relations 7/21 Counc
Message:	Submitted for your approval, please find attached Consent Write-up for Consulting, State Governmental Relations, scheduled to go before City Council on July 21, 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	07-JUL-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	07-JUL-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	07-JUL-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving an agreement between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce, Inc. for the City to provide funding in an amount not to exceed \$96,000 to be used by the Chamber to provide services related the St. Petersburg Greenhouse.
Please scroll down to view the backup material.



F-4

ST. PETERSBURG CITY COUNCIL

Meeting of July 21, 2022

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

FROM: Joe Zeoli, Interim City Development Administrator



Date: July 15, 2022

SUBJECT: Final Agreement between the City and the St. Petersburg Area Chamber of Commerce regarding Greenhouse services.

Attached is the final agreement between the City and the St. Petersburg Area Chamber of Commerce for Agenda Item CB-4 on the July 21, 2022, City Council Agenda:

Approving an agreement between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce for the City to provide funding in the amount not to exceed \$96,000 to be used by the Chamber to provide services related to the St. Petersburg Greenhouse

This final agreement replaces the draft agreement provided to City Council on July 8th. The revisions include:

Clarifications to the Scope of Support regarding the Chambers responsibility for Greenhouse maintenance and actions or activities by any Greenhouse staff employed by the City (Paragraph 3.D.)

Clarification of Indemnification language (Paragraph 6)

Clarification regarding Workers Compensation Insurance (Paragraph 7.A.ii)

Attch: Final Agreement

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the City of St. Petersburg, Florida a municipal corporation existing by and under the laws of the State of Florida ("City"), and the St. Petersburg Area Chamber of Commerce, Inc. ("Chamber") (collectively "Parties") and is retroactively effective as of 10/1/21 ("Effective Date").

WITNESSETH

WHEREAS, the Parties desire to continue implementing a model for business assistance and growth called the St. Petersburg Greenhouse ("Greenhouse"); and

WHEREAS, the Greenhouse is the small business and entrepreneur center in St. Petersburg; and

WHEREAS, the Greenhouse serves as St. Petersburg's home of small business empowerment, to encourage the entrepreneurial mindset and create opportunity for all by offering a variety of resources specifically designed and implemented with the business/entrepreneur at the center of the service delivery model; and

WHEREAS, the Greenhouse will continue to provide opportunities to grow an array of programs and services to expand the growth of St. Petersburg's economy with a greater focus on business startups, business expansion and business retention; while focused on a culture of collaboration, commitment to connectivity and engagement, fostering innovation and promoting equity in all actions; and

WHEREAS, because 53.8% of businesses in St. Petersburg have less than 50 employees, the Greenhouse serves the needs of the local business community through small business development and growth assistance and services which include navigation, connection, awareness, coordination, and capacity building; and

WHEREAS, the Greenhouse will facilitate, maintain and grow partnerships that support the entrepreneurial economic ecosystem to increase connectivity, awareness, resources, and referrals to that ecosystem and its entrepreneurs; and

WHEREAS, the Greenhouse is committed to addressing gaps in the entrepreneurial economic ecosystem and thoughtfully crafting solutions where gaps exist; and

WHEREAS, the Greenhouse partnership between the City and the Chamber is foundational and the partnership exists through collaborative strategic planning, joint investment into the operations and value additive programming, services and resources brought forth to enhance existing programming, services and resources; and

WHEREAS, through the Greenhouse's partnership model, it will work with other service providers to develop, maintain and promote the Start Up Space platform known as One Pinellas and to ensure the long-term funding of this initiative on behalf of the entrepreneurial economic ecosystem; and

WHEREAS, the primary Greenhouse facility is located at 440 2nd Ave North, St. Petersburg, Florida, with a secondary training location at the Enoch Davis Center, 1111 18th Ave S, and a secondary office location at Thrive DTSP, 136 4th St N, Suite 201; and

WHEREAS, the use of public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the Chamber has requested funding from the City to support the provision of services related to the Greenhouse.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the City and the Chamber agree as follows:

1. GRANT OF FUNDS. The City shall pay the Chamber the sum of ninety-six thousand dollars (\$96,000) to be used by the Chamber to provide support to the Greenhouse in accordance with the terms and conditions of this Agreement. The City shall make such payment within fifteen (15) days after execution of this Agreement by both Parties.
2. TERM. The term of this Agreement ("Term") commences on the Effective Date and terminates on September 30, 2022.
3. SCOPE OF SUPPORT.
 - A. The Chamber shall provide the following support related to the Greenhouse during the Term:
 - i. Produce, promote and facilitate programming at the Greenhouse facility ("Greenhouse Facility") that does not duplicate or replicate other existing programs or services and meets relevant needs of new and existing businesses pursuant to the mission of the Greenhouse. All new programs and services should be additive or expand the reach of support services and programs already being offered.
 - ii. Work in tandem with the City to brand/market the Greenhouse, including but not limited to supporting the stpetegreenhouse.com website and promoting Greenhouse events. The mutually agreed upon Greenhouse branding guidelines must be utilized at all times and without exception. When Greenhouse-branded events are held, the shared stpetegreenhouse.com website should be utilized to host information and

- program registrations as the first choice. Only if that platform cannot support the information should a secondary option be utilized instead.
- iii. Provide staff member(s), whose primary office will be co-located at the Greenhouse Facility and Thrive DTSP so as to provide additional options for capacity building, cohort learning and community connection and further the reach of the Greenhouse beyond the Greenhouse primary facility alone. This is connected to the Chamber's use of the coworking space and agreement with Thrive DTSP.
 - iv. Chamber staff will participate in the execution of the co-created strategic plan, in staff meetings and other related meetings in the co-operation of the Greenhouse. Additionally, metrics and impact reporting is critical. As such, Chamber staff will utilize the Center IC data management system for Greenhouse-related delivery of services for impact reporting and client management purposes.
 - v. Continue to identify and develop Greenhouse partners such as financial institutions, corporations, non-profit service providers, and educational institutions.
 - vi. Work with Greenhouse partners to collaboratively coordinate resources to assure maximum community access to economic development services and resources. This includes participation in the Small Business Navigation Program.
 - vii. Coordinate with Greenhouse partners to co-promote events and activities.
 - viii. Consult and partner with the Greenhouse before providing any business education workshops and seminars to Chamber membership.
 - ix. Take actions to connect services and programs offered at and via the Greenhouse to Chamber membership.
 - x. Facilitate a Greenhouse Committee made up of small business owners and partner service providers to receive feedback, ideas and additional program funding opportunities. Greenhouse Committee members are the community champions of the program of work as set forth by the strategic plan. The Committee does not provide oversight or give direction to professional staff.
 - xi. Provide complementary registration to all Chamber events for the City Greenhouse Manager.
 - xii. The Chamber will deliver an end-of-agreement report to reflect the specific efforts of expanding and elevating Greenhouse services. This is separate from the reporting and data metric pulls from the Center IC data management system through client interaction.

- B. The Chamber shall comply with the Greenhouse strategic plan set forth in Appendix A. The Greenhouse strategic plan set forth in Appendix A may not be changed or amended unless both Parties mutually agree in writing to change or amend such plan.

- C. The Parties may mutually agree to modify or add programs and services to better achieve the purposes of the Greenhouse, pursuant to a duly executed amendment to this Agreement.
- D. The Chamber's service pursuant to this Agreement is intended to supplement the City's activities in regard to the Greenhouse facilities and operations. The Chamber has no responsibility or obligations in regard to the maintenance of the Greenhouse facilities nor any responsibility or obligations in regard to actions or activities by any Greenhouse staff employed by the City.
4. TERMINATION. Upon providing the other party with at least ninety (90) days prior written notice, the City or Chamber may terminate this Agreement for convenience. Should this Agreement be terminated prior to the end of the Term, the compensation paid to the Chamber shall be returned by the Chamber on a pro-rata basis calculated using the number of days remaining in the Term as of the date of termination. Upon providing notice of termination of this Agreement, the terminating party will cooperate with the non-terminating party to attempt to mitigate the impact on those individuals and businesses utilizing the services offered by the Greenhouse.
5. COMPLIANCE WITH LAWS. With respect to the performance of the requirements of this Agreement, the Chamber shall comply with all applicable current and future federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws. The Chamber hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate this Agreement as provided in Florida Statute section 287.135. The Chamber shall comply with Florida laws regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)-(3)) in regard to performance of the requirements of this Agreement. **IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
6. INDEMNIFICATION. The Chamber agrees to defend and hold harmless the City, its officers, elected and appointed officials, employees, agents, trustees and servants, in connection with the negligent acts or omissions or intentional acts or omissions or other wrongful conduct of the Chamber or its employees: a) in connection with performance of the requirements of this Agreement or b) their use of the Greenhouse Facility.

7. INSURANCE.

- A. The Chamber shall carry the following minimum types and amounts of insurance at its own expense:
 - i. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
 - ii. Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases for Chamber Employees.
- B. All of the Chamber 's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.
- C. All policies shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. The Chamber shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, the Chamber shall provide copies of current policies with all applicable endorsements.
- E. All insurance required shall be on a primary and noncontributory basis and shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
- F. The Chamber hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
- G. If the insurance carried by the Chamber has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Chamber's insurance limits are greater than the minimum limits set forth herein, then the Chamber's insurance limits shall be the required limits in this Agreement

- H. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by the Chamber hereunder from time to time.

8. NOTIFICATION.

- A. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Chris Steinocher
St. Petersburg Area Chamber of Commerce
100 2nd Ave. N #150
St. Petersburg, FL 33701
727-388-2907

Tracey Smith
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
727-893-7095

- B. Each of the above referenced individuals shall serve as the official contact of his or her party and assume primary responsibility for coordination of services and activities pursuant to this Agreement.

9. NON-APPROPRIATION. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation to budget and appropriate from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
10. ASSIGNMENT. The Chamber shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.
11. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written amendment to this Agreement.
12. APPLICABLE LAW, VENUE AND JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim

asserted by either party hereto brought in state court shall be in Pinellas County, Florida, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

13. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the complete and final expression of the agreement of the Parties with respect to the subject matter hereof and the same supersedes and controls any and all prior agreements, understandings, representations, and statements, whether written or oral, with respect to the subject matter hereof. No amendments to this Agreement or any other agreement contemplated hereunder shall be enforceable or effective unless in writing and duly executed by the Parties.
14. RELATIONSHIP OF PARTIES. References in this Agreement to partners shall be construed as persons and entities generally collaborating and participating in the Greenhouse and shall not be construed as partners in a legal partnership entity. Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the legal relationship of principal and agent or of partnership or of joint venture between the Parties or between the Parties and any third party. Further, it is understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
15. NO THIRD-PARTY BENEFICIARIES. This Agreement sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity. Persons or entities that are not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
16. SURVIVAL. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
17. EXECUTION OF AGREEMENT. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, effective as as of the date and year above first written.

ST. PETERSBURG AREA CHAMBER OF COMMERCE, INC.

By: _____

Chris Steinocher

President and CEO

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST:

By: _____

By: _____

City Clerk

Print: _____

Title: _____

(seal)

Approved as to Form and Content:

City Attorney (Designee)

00628896

Appendix A
Greenhouse Strategic Plan 2021-2023

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 21, 2022

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

Subject: A resolution approving an agreement between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce, Inc. for the City to provide funding in an amount not to exceed \$96,000 to be used by the Chamber to provide services related the St. Petersburg Greenhouse; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

Explanation: In 2013, the City entered into an agreement with the St. Petersburg Area Chamber of Commerce (“Chamber”), establishing the collaborative programs, services and resources of the Greenhouse, St. Petersburg’s home of small business empowerment. This agreement encourages and supports the entrepreneurial mindset within our ecosystem through a variety of curated programming specifically designed with the business/entrepreneur at the center of the service delivery model.

Since 2013, the City and the Chamber have been operating under an annually-renewed Memorandum of Understanding (“MOU”) as the two organizations have committed to serving the needs of the local business community through a focus on business startup, expansion and retention that is powered by attentiveness to collaboration, the practice of connectivity and engagement, and the promotion of innovation and equity in all actions. The MOU has also provided for a partnership between the City and the Chamber that provides for collaborative strategic planning, joint investment into Greenhouse operations, and value additive programming brought forth to enhance existing programs, services and resources.

The scope of services is noted below to demonstrate the additive benefit of the collaboration:

City of St. Petersburg Led Programs/Services

- Coordinate business mentoring provided by SCORE and SBDC (virtual and in-person).
- Curate and facilitate business capacity building workshops offered at no-cost by SCORE and SBDC and underwritten by the city (hybrid and on-demand)
- Manage daily operations of the Greenhouse, including client greeting, intake and advisement, and workshop facilitation.
- Support Greenhouse partners and clients by providing business analytics and market research.
- Manage Center IC, the Greenhouse client records management system for metrics and reporting.
- Provide business support and revitalization efforts along the City’s commercial corridors, including communication of business development opportunities available at the Greenhouse.
- Collaborate with Chamber and Greenhouse partners in business retention and recruitment efforts, including, but not limited to, site and business space research, and preparing business incentives packages.
- Maintain the Business Resource Center, providing computer access for business research, registration, and business-related software such as Business Plan Pro and Marketing Plan Pro.
- Provide classroom facility and presentation technology for Greenhouse events.
- Administration of the Small Business Enterprise Program.
- Provide Business Association Liaison Support.
- Facilitate the Goal Achievement Program (GAP), a cohort program for existing business owners.
- Coordinate the Eckerd College Experience in Entrepreneurship, an intern/volunteer program.
- Administration of various business incentive programs.

St. Petersburg Area Chamber of Commerce Led Programs/Services

- Produce, promote, and facilitate programming at the Greenhouse that does not duplicate or replicate existing programs and services, and meets the needs of new and existing businesses.
- Work in tandem with the City to brand/market the Greenhouse, including the use of the Greenhouse website and branding guidelines.
- Provide staff members with co-located offices at the Greenhouse and Thrive DTSP.
- Administer at least two Entrepreneurial Academy sessions per term of agreement.
- Coordinate 1 Million Cups, a weekly pitch and networking opportunity for startups.
- Promote and coordinate St. Pete Pitch Night events.
- Coordinate with community partners to offer Nonprofit Connect, a monthly networking event connecting nonprofit organizations for innovation, sustainability, and collaboration.
- Facilitate monthly sessions of SWAG (Successful Women Advisory Group) for existing business owners.
- Administer the Entrepreneurial Mindset Profile for participants of cohort programming and others.
- Identify and develop Greenhouse partners such as financial institutions, corporations, non-profit service providers, and educational institutions.
- Coordinate with Greenhouse partners to co-promote events and activities.
- Connect services and programs offered at and via the Greenhouse to Chamber membership.
- Facilitate a Greenhouse Committee comprised of small business owners and partner service providers to receive feedback, ideas, and additional program funding opportunities.

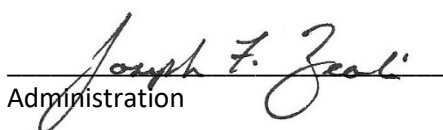
Collaborative City and Chamber Programs/Services

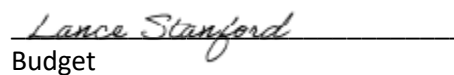
- Engage in small business navigation services to provide small business liaisons, connecting business owners to resources.
- Promote and coordinate Small Business Week activities.
- Collaborate for the planning, launch, and support of 1Pinellas, an online space connecting entrepreneurs with ecosystem resources.
- Participate in the co-creation of the Greenhouse Strategic Plan.

To codify the nine-year Greenhouse “MOU” with the Chamber and to align the “MOU” with similar partnership agreements, Administration recommends approval of this one-year grant agreement in the amount of \$96,000. This agreement is retroactively effective as of October 1, 2021.

Cost/Funding/Assessment Information: Funds have previously been appropriated in the General Fund (0001), Economic & Workforce Development Department, Admin Division (375.2609).

Attachments: Resolution
Agreement
Greenhouse Strategic Plan


Administration


Budget

RESOLUTION NO. 2022-__

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"), AND THE ST. PETERSBURG AREA CHAMBER OF COMMERCE, INC. ("CHAMBER") FOR THE CITY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$96,000 TO BE USED BY THE CHAMBER TO PROVIDE SERVICES RELATED THE ST. PETERSBURG GREENHOUSE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and St. Petersburg Area Chamber of Commerce, Inc. ("Chamber") desire to continue implementing a model for business assistance and growth called the St. Petersburg Greenhouse ("Greenhouse"); and

WHEREAS, the Greenhouse serves as is the small business and entrepreneur center in St. Petersburg; and

WHEREAS, the Greenhouse serves as St. Petersburg's home of small business empowerment, to encourage the entrepreneurial mindset and create opportunity for all by offering a variety of resources specifically designed and implemented with the business/entrepreneur at the center of the service delivery model; and

WHEREAS, the Chamber will provide the services related to the Greenhouse as set forth in the Agreement, and the City will provide funding to the Chamber in an amount not to exceed \$96,000; and

WHEREAS, the Chamber has agreed to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the agreement between the City of St. Petersburg, Florida ("City"), and the St. Petersburg Area Chamber of Commerce, Inc. ("Chamber") for the City to provide funding in an amount not to exceed \$96,000 to be used by the Chamber to provide services related the St. Petersburg Greenhouse is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:

/s/ Sharon Michnowicz
City Attorney (Designee)

Joseph F. Zeal
Department

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by and between the City of St. Petersburg, Florida a municipal corporation existing by and under the laws of the State of Florida (“City”), and the St. Petersburg Area Chamber of Commerce, Inc. (“Chamber”) (collectively “Parties”) and is retroactively effective as of _____ (“Effective Date”).

WITNESSETH

WHEREAS, the Parties desire to continue implementing a model for business assistance and growth called the St. Petersburg Greenhouse (“Greenhouse”); and

WHEREAS, the Greenhouse is the small business and entrepreneur center in St. Petersburg; and

WHEREAS, the Greenhouse serves as St. Petersburg’s home of small business empowerment, to encourage the entrepreneurial mindset and create opportunity for all by offering a variety of resources specifically designed and implemented with the business/entrepreneur at the center of the service delivery model; and

WHEREAS, the Greenhouse will continue to provide opportunities to grow an array of programs and services to expand the growth of St. Petersburg’s economy with a greater focus on business startups, business expansion and business retention; while focused on a culture of collaboration, commitment to connectivity and engagement, fostering innovation and promoting equity in all actions; and

WHEREAS, because 53.8% of businesses in St. Petersburg have less than 50 employees, the Greenhouse serves the needs of the local business community through small business development and growth assistance and services which include navigation, connection, awareness, coordination, and capacity building; and

WHEREAS, the Greenhouse will facilitate, maintain and grow partnerships that support the entrepreneurial economic ecosystem to increase connectivity, awareness, resources, and referrals to that ecosystem and its entrepreneurs; and

WHEREAS, the Greenhouse is committed to addressing gaps in the entrepreneurial economic ecosystem and thoughtfully crafting solutions where gaps exist; and

WHEREAS, the Greenhouse partnership between the City and the Chamber is foundational and the partnership exists through collaborative strategic planning, joint investment into the operations and value additive programming, services and resources brought forth to enhance existing programming, services and resources; and

WHEREAS, through the Greenhouse’s partnership model, it will work with other service providers to develop, maintain and promote the Start Up Space platform known as 1Pinellas and

to ensure the long-term funding of this initiative on behalf of the entrepreneurial economic ecosystem; and

WHEREAS, the primary Greenhouse facility is located at 440 2nd Ave North, St. Petersburg, Florida, with a secondary training location at the Enoch Davis Center, 1111 18th Ave S, and a secondary office location at Thrive DTSP, 136 4th St N, Suite 201; and

WHEREAS, the use of public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the Chamber has requested funding from the City to support the provision of services related to the Greenhouse.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the City and the Chamber agree as follows:

1. GRANT OF FUNDS. The City shall pay the Chamber the sum of ninety-six thousand dollars (\$96,000) to be used by the Chamber to provide support to the Greenhouse in accordance with the terms and conditions of this Agreement. The City shall make such payment within fifteen (15) days after execution of this Agreement by both Parties.
2. TERM. The term of this Agreement (“Term”) commences on the Effective Date and terminates on September 30, 2022.
3. SCOPE OF SUPPORT.
 - A. The Chamber shall provide the following support related to the Greenhouse during the Term:
 - i. Produce, promote and facilitate programming at the Greenhouse facility (“Greenhouse Facility”) that does not duplicate or replicate other existing programs or services and meets relevant needs of new and existing businesses pursuant to the mission of the Greenhouse. All new programs and services should be additive or expand the reach of support services and programs already being offered.
 - ii. Work in tandem with the City to brand/market the Greenhouse, including but not limited to supporting the stpetegreenhouse.com website and promoting Greenhouse events. The mutually agreed upon Greenhouse branding guidelines must be utilized at all times and without exception. When Greenhouse-branded events are held, the shared stpetegreenhouse.com website should be utilized to host information and program registrations as the first choice. Only if that platform cannot support the information should a secondary option be utilized instead.
 - iii. Provide staff member(s), whose primary office will be co-located at the Greenhouse Facility and Thrive DTSP so as to provide additional options

for capacity building, cohort learning and community connection and further the reach of the Greenhouse beyond the Greenhouse primary facility alone. This is connected to the Chamber's use of the coworking space and agreement with Thrive DTSP.

- iv. Chamber staff will participate in the execution of the co-created strategic plan, in staff meetings and other related meetings in the co-operation of the Greenhouse. Additionally, metrics and impact reporting is critical. As such, Chamber staff will utilize the Center IC data management system for Greenhouse-related delivery of services for impact reporting and client management purposes.
 - v. Continue to identify and develop Greenhouse partners such as financial institutions, corporations, non-profit service providers, and educational institutions.
 - vi. Work with Greenhouse partners to collaboratively coordinate resources to assure maximum community access to economic development services and resources. This includes participation in the Small Business Navigation Program.
 - vii. Coordinate with Greenhouse partners to co-promote events and activities.
 - viii. Consult and partner with the Greenhouse before providing any business education workshops and seminars to Chamber membership.
 - ix. Take actions to connect services and programs offered at and via the Greenhouse to Chamber membership.
 - x. Facilitate a Greenhouse Committee made up of small business owners and partner service providers to receive feedback, ideas and additional program funding opportunities. Greenhouse Committee members are the community champions of the program of work as set forth by the strategic plan. The Committee does not provide oversight or give direction to professional staff.
 - xi. Provide complementary registration to all Chamber events for the City Greenhouse Manager.
 - xii. The Chamber will deliver an end-of-agreement report to reflect the specific efforts of expanding and elevating Greenhouse services. This is separate from the reporting and data metric pulls from the Center IC data management system through client interaction.
- B. The Chamber shall comply with the Greenhouse strategic plan set forth in Appendix A. The Greenhouse strategic plan set forth in Appendix A may not be changed or amended unless both Parties mutually agree in writing to change or amend such plan.
- C. The Parties may mutually agree to modify or add programs and services to better achieve the purposes of the Greenhouse, pursuant to a duly executed amendment to this Agreement.

4. TERMINATION. Upon providing the other party with at least ninety (90) days prior written notice, the City or Chamber may terminate this Agreement for convenience. Should this Agreement be terminated prior to the end of the Term, the compensation paid to the Chamber shall be returned by the Chamber on a pro-rata basis calculated using the number of days remaining in the Term as of the date of termination. Upon providing notice of termination of this Agreement, the terminating party will cooperate with the non-terminating party to attempt to mitigate the impact on those individuals and businesses utilizing the services offered by the Greenhouse.
5. COMPLIANCE WITH LAWS. With respect to the performance of the requirements of this Agreement, the Chamber shall comply with all applicable current and future federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws. The Chamber hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate this Agreement as provided in Florida Statute section 287.135. The Chamber shall comply with Florida laws regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)-(3)) in regard to performance of the requirements of this Agreement. **IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
6. INDEMNIFICATION. The Chamber agrees to defend and hold harmless the City, its officers, elected and appointed officials, employees, agents, trustees and servants, in connection with the negligent acts or omissions or intentional acts or omissions or other wrongful conduct of the Chamber or its employees in connection with performance of the requirements of this Agreement or use of the Greenhouse Facility.
7. INSURANCE.
 - A. The Chamber shall carry the following minimum types and amounts of insurance at its own expense:
 - i. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.

- ii. Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- B. All of the Chamber 's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.
- C. All policies shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. The Chamber shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, the Chamber shall provide copies of current policies with all applicable endorsements.
- E. All insurance required shall be on a primary and noncontributory basis and shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
- F. The Chamber hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
- G. If the insurance carried by the Chamber has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, shall be the requirement in this Agreement. If the Chamber's insurance limits are greater than the minimum limits set forth herein, then the Chamber's insurance limits shall be the required limits in this Agreement
- H. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by the Chamber hereunder from time to time.

8. NOTIFICATION.

- A. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Chris Steinocher
St. Petersburg Area Chamber of Commerce
100 2nd Ave. N #150
St. Petersburg, FL 33701
727-388-2907

Tracey Smith
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
727-893-7095

- B. Each of the above referenced individuals shall serve as the official contact of his or her party and assume primary responsibility for coordination of services and activities pursuant to this Agreement.
9. NON-APPROPRIATION. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation to budget and appropriate from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
10. ASSIGNMENT. The Chamber shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.
11. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written amendment to this Agreement.
12. APPLICABLE LAW, VENUE AND JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state court shall be in Pinellas County, Florida, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.
13. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the complete and final expression of the agreement of the Parties with respect to the subject matter hereof and the same supersedes and controls any and all prior agreements, understandings, representations, and statements, whether written or oral, with respect to the subject matter hereof. No amendments to this Agreement or any other agreement contemplated hereunder shall be enforceable or effective unless in writing and duly executed by the Parties.

14. RELATIONSHIP OF PARTIES. References in this Agreement to partners shall be construed as persons and entities generally collaborating and participating in the Greenhouse and shall not be construed as partners in a legal partnership entity. Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the legal relationship of principal and agent or of partnership or of joint venture between the Parties or between the Parties and any third party. Further, it is understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
15. NO THIRD-PARTY BENEFICIARIES. This Agreement sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity. Persons or entities that are not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
16. SURVIVAL. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
17. EXECUTION OF AGREEMENT. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, effective as as of the date and year above first written.

ST. PETERSBURG AREA CHAMBER OF COMMERCE, INC.

By: _____
Chris Steinocher

President and CEO

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST:

By: _____

By: _____
City Clerk

Print: _____

Title: _____

(seal)

Approved as to Form and Content:

City Attorney (Designee)
00628896

Appendix A
Greenhouse Strategic Plan 2021-2023

GREENHOUSE

STRATEGIC PLAN

2021-2023

All efforts for this three year plan stem from this guiding statement of work:

**FOSTERING THE DEVELOPMENT OF A PROSPEROUS LOCAL ECONOMY WHERE
ENTREPRENEURSHIP CAN START, GROW AND THRIVE.**

We focus our efforts on five primary objectives:

NAVIGATION

CONNECTION

AWARENESS

CAPACITY

COORDINATION

MISSION

Serve as St. Pete's home of small business empowerment to encourage the entrepreneurial mindset and create opportunity for all

VISION

Fostering an equitable community where all business owners have access to the resources necessary to start, grow and thrive

VALUES

Culture of Collaboration and Service

Commitment to Connectivity and Engagement

Fostering Innovation and Entrepreneurship

Equity in All Things



GREENHOUSE

2021 ACTION PLAN

"We are laser focused on being **the best city in America to start and grow your business**. We know that St. Pete succeeds when our small business community is thriving, and entrepreneurship - at every level - is supported and celebrated. And **we do this best when we work together** - that's why The Greenhouse partnership is truly one of a kind."

Mayor Rick Kriseman
City of St. Petersburg

"Small businesses and startups are the backbone of any economy. **Here at St. Petersburg we are committed to supporting** them through the Greenhouse, a partnership between the City and the Chamber of Commerce. This aligns with the City of St. Petersburg's Grow Smarter initiative that focuses on an **equitable economic development** strategy with a goal to reduce gaps by race and place."

Dr. Sridhar Sundaram

Tiedemann-Cotton Dean, Kate Tiedemann School of Business and Finance, Muma College of Business, University of South Florida and 2021 Board Chair, St. Petersburg Area Chamber of Commerce



GREENHOUSE

2022

ACTION PLAN

The 2022 Greenhouse Action Plan is an overall reflection of our intentional and consistent work assisting businesses starting, growing and thriving in St. Pete.

We are focused on listening, responding and meeting the needs of owners/founders as they navigate an ever-changing business climate.

It is our goal to be as entrepreneurial in the services we provide, as are the entrepreneurs of the Sunshine City.

It is our goal to ensure St. Petersburg is the best city for a business to start and grow.

- Jessica Eilerman + Kim Vogel,
Greenhouse Co-Managers



The following page(s) contain the backup material for Agenda Item: Respectfully requesting a discussion in the Health, Energy, Resilience and Sustainability Committee on Resilience Hub Concepts and an update on the Pilot funded by Foundation for a Healthy St. Petersburg: Childs Park Neighborhood Resilience Collective (NRC).
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: July 14, 2022

COUNCIL DATE: July 21, 2022

RE: Resilience Hub Concepts and Childs Park Neighborhood Resilience
Collective (NRC) Pilot

ACTION DESIRED:

Respectfully requesting a discussion in the Health, Energy, Resilience and Sustainability Committee on Resilience Hub Concepts and an update on the Pilot funded by Foundation for a Healthy St. Petersburg: Childs Park Neighborhood Resilience Collective (NRC)

Gina Driscoll
Council Chair/District 6

The following page(s) contain the backup material for Agenda Item: Settlement Katherine Stephens
v. City of St. Petersburg, Case No.: 19-CA-005127-AX
Please scroll down to view the backup material.



I-1

RESOLUTION NO. _____

A RESOLUTION APPROVING THE
SETTLEMENT OF THE LAWSUIT OF
KATHERINE STEPHENS V. CITY OF ST.
PETERSBURG, CASE NUMBER 19-CA-5127-
AX 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 Katherine Stephens v. City of St. Petersburg, Case No. 19-
CA-005127-AX, in the amount of \$59,000.00 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.

Approved as to Form and Content:

/S/:
City Attorney (designee)

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number LCA 1637.
Please scroll down to view the backup material.



J-1

ST. PETERSBURG CITY COUNCIL

MEETING OF: JULY 21, 2022

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Securing Number LCA 1637

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>1637</u>
NUMBER OF STRUCTURES	<u>27</u>
ASSESSABLE AMOUNT:	<u>\$6,060.69</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 \$6,060.69 will be fully assessable
to the property owners.

ATTACHMENTS:

MAYOR:_____

COUNCIL ACTION:_____

FOLLOW-UP:_____

AGENDA NO._____

LOT CLEARING NUMBER 1637
COST / FUNDING / ASSESSMENT INFORMATION

<u>CATEGORY ASSESSED</u>	<u>AMOUNT TO BE ASSESSED</u>
LOT CLEARING COST	\$ 4,305.69
ADMINISTRATIVE FEE	<u>\$ 1,755.00</u>
TOTAL:	\$ 6,060.69

7/06/22 10:23:56:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
7-21-2022

Page 1

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1637 80660	PAVE THE WAY INC 7217 GULF BLVD UNIT 14-176	26 31 16 00000 420 0100 FROM SW COR OF NW 1/4 OF SE 1/4 TH E 413.5FT & N 40 FT FOR POB TH N 169FT TH E	2627 18TH AVE S	184.38
	ST PETE BEACH FL 33706	90FT TH S 169FT TH W 90FT		
LCA 1637 80661	WILLIAMS, BRUCE 25N N 14TH ST UNIT 810	36 31 16 01152 000 0202 ANNHURST S 75FT OF N 225FT OF TR B	2740 18TH ST S	184.38
	SAN JOSE CA 951126204			
LCA 1637 80662	STARKE, CHRISTOPHER 1326 60TH ST S	19 30 17 03348 002 0230 BAYBRIDGE HEIGHTS BLK 2, LOTS 23 AND 24	419 92ND AVE N	184.38
	SAINT PETERSBURG FL 337073209			
LCA 1637 80663	MCWHINNIE, PATRICK EST 4627 4TH ST S	06 32 17 03744 019 0040 BAYOU BONITA SEC C BLK 19, LOT 4	4627 4TH ST S	184.38
	SAINT PETERSBURG FL 337054551			
LCA 1637 80664	WELLS, KEVIN 4905 34TH ST S #15	34 31 16 05526 009 0150 BAYVIEW TERRACE, ROY SCOTTS BLK 9, LOT 15	3819 30TH AVE S	184.38
	SAINT PETERSBURG FL 337114511			
LCA 1637 80665	H E A T CONCEPTS INC 3415 BEAUMONT ST	24 31 16 11808 009 0010 BRONX BLK 9, LOT 1	327 22ND ST N	224.47
	TAMPA FL 336112727			
LCA 1637 80666	MILLS, THOMAS E JR PO BOX 48635	20 31 16 14670 003 0040 CENTRAL PASADENA BLK C, LOT 4	6264 2ND AVE N	224.47
	SAINT PETERSBURG FL 337438635			

SAS805R

7/06/22 10:23:56:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
7-21-2022

Page 2

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1637 80667	TRINITY CONSTRUCTION & EXCAVATION SERVICES INC	27 31 16 15408 002 0070 CHILDS PARK BLK 2, S 93.33 FT OF E 61.23 FT OF LOT 7	3451 20TH AVE S	184.38
	5536 HAINES RD			
	SAINT PETERSBURG FL 337141999			
LCA 1637 80668	IMH 4 LLC	25 31 16 15516 000 0450 CITRUS HEIGHTS LOTS 45,46 AND 47	840 16TH ST S	224.47
	3351 COVERED BRIGE DR W			
	DUNEDIN FL 34698			
LCA 1637 80669	EDMOND, LATASHIA A	22 31 16 26910 013 0160 FAIRMOUNT PARK BLK M, LOT 16 & E 15FT OF LOT 15	631 40TH ST S	264.56
	631 40TH ST S			
	SAINT PETERSBURG FL 337111635			
LCA 1637 80670	LEVIN SHAPIRO LLC	06 32 17 33336 000 0240 GREEN LAWN LOT 24 & N 1/2 OF LOT 23	4025 8TH ST S	224.47
	7210 SEMINOLE BLVD			
	SEMINOLE FL 337725936			
LCA 1637 80671	STARKE, CHRISTOPHER	23 31 16 35082 019 0030 HALL'S CENTRAL AVE NO. 1 BLK 19, LOT 3	2520 1ST AVE N	224.47
	1326 60TH ST S			
	SAINT PETERSBURG FL 337073209			
LCA 1637 80672	AAA RICK LLC	24 31 16 39006 000 0190 HIGHLAND PARK, (MERRELL'S) LOT 19 LESS RD R/W ON S	1101 ARLINGTON AVE N	224.47
	AAA MIMOZA LLC			
	4173 SALTWATER BLVD			
	TAMPA FL 336155638			
LCA 1637 80673	SUNDQUIST, STEVEN E EST	30 30 17 45666 000 0600 KELLY, JOHN ALEX SUB LOT 60 AND W 25FT OF LOT 61	820 77TH AVE N	184.38
	355 LINDEN LN			
	ORANGE PARK FL 320733313			

SAS805R

7/06/22 10:23:56:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
7-21-2022

Page 3

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1637 80674	EDWARDS, PATRICIA A 1001 26TH AVE S	36 31 16 50418 000 0940 LAUGHER'S LAKEVIEW ADD LOT P	1001 26TH AVE S	344.74
	SAINT PETERSBURG FL 337053521			
LCA 1637 80675	ARVM 5 LLC 5001 PLAZA ON THE LAKE STE 200	25 31 16 52002 001 0070 LINDENWOOD REPLAT BLK A, LOT 7	1701 16TH AVE S	184.38
	AUSTIN TX 787461053			
LCA 1637 80676	HARMONY HOLDINGS GROUP INC 710 1ST AVE SW	36 30 16 56610 008 0270 MEADOW LAWN BLK 8, LOT 27	6701 12TH ST N	264.56
	SAINT PETERSBURG FL 337027411			
LCA 1637 80677	FLA CONF ASSN SEVENTH-DAY ADVENTISTS 351 S STATE ROAD 434	27 31 16 63072 000 0010 OAK PARK, ROWLAND'S LOTS 1 THRU 8	1791 40TH ST S	344.74
	ALTA MONTE SPRINGS FL 327143824			
LCA 1637 80678	SFR XII TAMPA OWNER 1 LP 9200 EAST HAMPTON DR	36 31 16 63792 005 0050 OHIO PARK BLK 5, LOT 5	2226 21ST ST S	224.47
	CAPITOL HEIGHTS MD 20743			
LCA 1637 80679	PRICE, EVIN L PRICE, BETTY J 2227 21ST ST S	36 31 16 63792 009 0040 OHIO PARK BLK 9, LOTS 4 AND 5	2227 21ST ST S	264.56
	SAINT PETERSBURG FL 337123538			
LCA 1637 80680	RAHMAN, OUAZI S KHAN, DURRAY 1301 34TH ST S	27 31 16 68526 000 0010 PETERSEN, FRED C. REPLAT LOT 1	1301 34TH ST S	224.47
	SAINT PETERSBURG FL 337112230			

SAS805R

7/06/22 10:23:56:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
7-21-2022

Page 4

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1637 80681	EDMOND, JABAAR J 215 23RD AVE SE	27 31 16 75402 000 1840 RIDGEMOOD TERRACE S 44FT OF LOT 184	1514 37TH ST S	184.38
SAINT PETERSBURG FL 337052832				
LCA 1637 80682	JANI, JAYANTILAL J EST 8210 4TH ST N	30 30 17 75546 004 0120 RIO VISTA BLK D, LOT 12 & S'LY 40FT OF LOT 13	8210 4TH ST N	224.47
SAINT PETERSBURG FL 337023606				
LCA 1637 80683	TALIAFERRO, HARRY F 2534 UNION ST S	25 31 16 89604 000 0240 TANGERINE CENTRAL LOTS 24 AND 25	2166 16TH AVE S	264.56
SAINT PETERSBURG FL 337123557				
LCA 1637 80684	HICKS, BONITA LOUISE 1333 59TH ST N	17 31 16 92916 007 0210 TYRONE GARDENS SEC NO. 1 BLK 7, LOT 21	1333 59TH ST N	224.47
SAINT PETERSBURG FL 337105647				
LCA 1637 80685	1ST AND EMERSON LAND TRUST FLORIDA PROPERTY TRUSTEE CO TRE 405 6TH ST S STE 102	22 31 16 96192 003 0100 WEST CENTRAL AVE SUB BLK C, LOT 10 LESS ST	3655 1ST AVE S	224.47
SAINT PETERSBURG FL 337014446				
LCA 1637 80686	3627 1ST AVE S LAND TRUST FLORIDA PROPERTY TRUSTEE CO TRE 5600 CENTRAL AVE	22 31 16 96192 003 0120 WEST CENTRAL AVE SUB BLK C, LOTS 12 AND 13 LESS STS	3627 1ST AVE S	184.38
SAINT PETERSBURG FL 33707				

TOTAL NUMBER OF ASSESSMENTS: 27

TOTAL ASSESSMENT AMOUNT: 6,060.69

SAS805R

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO.1637 ("LCA 1637") 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.1637 ("LCA 1637") 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.1637 ("LCA 1637") 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
00629327

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number SEC 1277.
Please scroll down to view the backup material.



J-2

ST. PETERSBURG CITY COUNCIL

MEETING OF: JULY 21, 2022

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Securing Number **SEC 1277**

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>1277</u>
NUMBER OF STRUCTURES	<u>7</u>
ASSESSABLE AMOUNT:	<u>\$4,198.05</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 **\$4,198.05** will be fully assessable
to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

BUILDING SECURING NUMBER SEC 1277

COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
SECURING COST	\$ 2,272.50
MATERIAL COST	\$ 1,026.86
LEGAL AD	\$ 583.69
ADMIN. FEE	\$ <u>315.00</u>
TOTAL:	\$ 4,198.05

7/06/22 12:58:40:

*** City of St. Petersburg ***
Special Assessments Division
FINAL ASSESSMENT ROLL
7-21-2022

Page 1

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1277 08166	STARKE, CHRISTOPHER 1326 60TH ST S	19 30 17 03348 002 0230 BAYBRIDGE HEIGHTS BLK 2, LOTS 23 AND 24	419 92ND AVE N	1,076.06
	SAINT PETERSBURG FL 337073209			
SEC 1277 08167	WILLIAMS, RAY E EST ROBINSON, FLORENCE W EST PO BOX 35097	25 31 16 22320 000 0090 DOUGLAS PARK LOT 9	2181 13TH AVE S	911.06
	SAINT PETERSBURG FL 337050502			
SEC 1277 08168	A & H REAL PROPERTIES LLC 4852 LOST COLONY CT	31 31 17 36684 000 0760 HARBORDALE SUB LOT 76	2502 6TH ST S	181.19
	STONE MOUNTAIN GA 300883524			
SEC 1277 08169	HARDWICK REAL ESTATE INVESTMENTS LLC 1700 66TH ST N STE 104-131	30 31 17 46404 005 0040 KERR ADD BLK 5, LOT 4	524 16TH AVE S	741.95
	SAINT PETERSBURG FL 337105544			
SEC 1277 08170	SFR XII TAMPA OWNER 1 LP 9200 EAST HAMPTON DR	25 30 16 56808 057 0130 MEADOW LAWN 11TH ADD BLK 57, LOT 13	7537 17TH LN N	410.48
	CAPITOL HEIGHTS MD 20743			
SEC 1277 08171	THOMAS, MATALIA 6906 N 21ST ST	31 31 17 62460 000 0590 OAK HARBOR LOT 59	657 29TH AVE S	727.22
	TAMPA FL 336101017			
SEC 1277 08172	STODDARD, GERALD EST 3474 16TH AVE S	27 31 16 75402 000 1250 RIDGEMOOD TERRACE LOT 125	3474 16TH AVE S	150.09
	SAINT PETERSBURG FL 337112811			

SAS805R

7/06/22 12:58:40:

*** City of St. Petersburg ***
Special Assessments Division
FINAL ASSESSMENT ROLL
7-21-2022

Page 2

ASSESSMENT
NUMBER

OWNER NAME
/MAILING ADDRESS

PARCEL ID
/LEGAL DESCRIPTION

PROPERTY ADDRESS

TOTAL NUMBER OF ASSESSMENTS: 7

TOTAL ASSESSMENT AMOUNT: 4,198.05

SAS805R

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1277 ("SEC 1277") 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 secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1277 ("SEC 1277"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such securing 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 July 21, 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 securing listed on Securing Building No. 1277 ("SEC 1277") 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
00619979

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Demolition Number DMO 495.
Please scroll down to view the backup material.



J-3

ST. PETERSBURG CITY COUNCIL

MEETING OF: JULY 21, 2022

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Demolition Number **DMO 495**

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>495</u>
NUMBER OF STRUCTURES:	<u>1</u>
ASSESSABLE AMOUNT:	<u>\$22,957.40</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 **\$22,957.40** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

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

BUILDING DEMOLITION NUMBER DMO 495
COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
Demolition Cost	\$ 19,910.00
Asbestos Cost	\$ 2,504.10
Legal Ad	\$ 318.30
Engineer's Charge	\$ 0.00
Administrative Fee	\$ <u>225.00</u>
TOTAL:	\$ 22,957.40

7/06/22 10:23:16:

*** City of St. Petersburg ***
Special Assessments Division
FINAL ASSESSMENT ROLL
7-21-2022

Page 1

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMO 0495 03375	AYRES, RICHARD A	21 31 16 54972 008 0030	5620 3RD AVE N	22,957.40
	3200 60TH ST N	MAPES REPLAT BLK 8, LOT 3		

SAINT PETERSBURG FL 337101726

TOTAL NUMBER OF ASSESSMENTS: 1 TOTAL ASSESSMENT AMOUNT: 22,957.40

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 495 ("DMO NO. 495") 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. 495 ("DMO No. 495"); 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 July 21, 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 Demolition No. 495 ("DMO No. 495") 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.

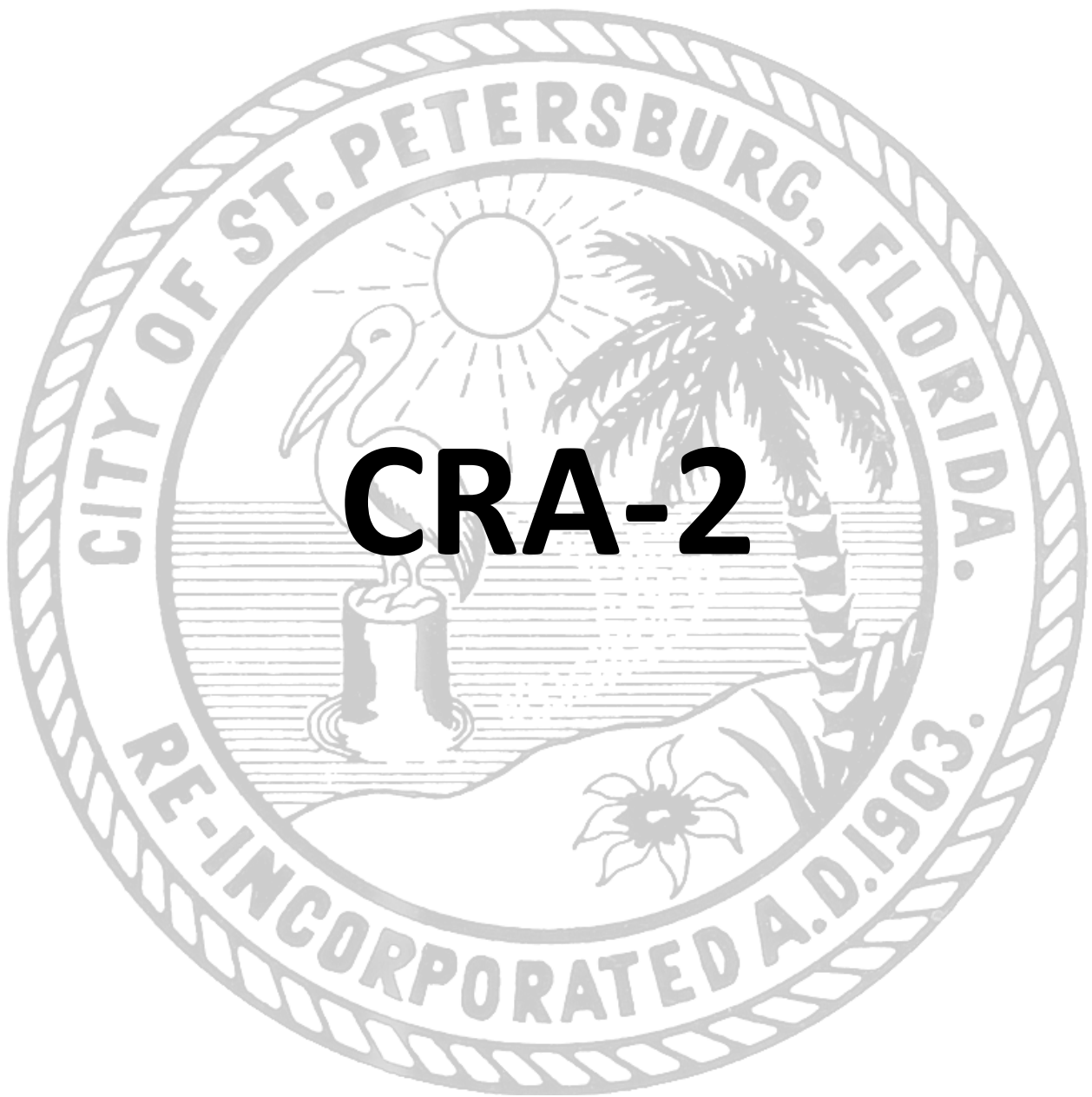
This resolution shall become effective immediately upon its adoption.

Legal:

Department:

/s/ Ben James
00629326

The following page(s) contain the backup material for Agenda Item: A Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the two, 4-story buildings with a total of 15 dwelling units, located at the southwest corner of 357 3rd Street South consistent with the Intown Redevelopment Plan, and providing an effective date. (City File No.: IRP 22-3A)
Please scroll down to view the backup material.



CRA-2



**Community Redevelopment Agency
Meeting of July 21, 2022**

CRA Case File: IRP 22-3a

REQUEST

Review of the proposed plan to construct two, 4-story buildings with a total of 15-dwelling units, located at 357 3rd Street South for consistency with the Intown Redevelopment Plan (IRP).

APPLICANT INFORMATION

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

OVERVIEW OF PROJECT

The subject property is located at 357 3rd Street South and is currently vacant. The project's construction cost is valued at \$9.6-million and consists of constructing two, 4-story buildings with a total of 15-dwelling units.

Background

The subject property is located within the Intown Redevelopment Area. The Intown 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 proposed project will consist of two buildings, one of the buildings will be located along the east side of the subject property abutting 3rd Street South and the second building will be located along the west side of the subject property abutting an existing north-south alley. The two buildings will be separated by a driveway. The proposed driveway will

provide vehicular access to the parking garages. The eastern building will have 8-units and the western building will have 7-units. Each building will be 4-stories. The first floor will have the entry and parking for each individual unit. The upper three floors will have living space and there will be an amenity space on the roof of each unit. Vehicular access to the parking garages will be from the shared driveway that connects to 4th Avenue South. Pedestrian access to the units will come from the abutting streets and driveway.

The proposed architectural style of the building will be traditional. The exterior building will be finished with stucco, include projecting bay windows, cantilevered balconies, horizontal banding and single-hung windows surrounded by decorative trim. The front entries into each of the unit will be recessed from the front facade.

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.*
- *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.*
- *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 2.86. 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: Urban Landings, located south of the subject property, is a 5-story residential building, a 3-story townhome project, is located west of the subject property, The Madison, located southeast of the subject property, is a 5-story multi-family development and Camden Landings, located east of the subject property, is an 18-story 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 two, 4-story buildings with a total of 15-dwelling units consistent with the Intown Redevelopment Plan as reflected in report IRP 22-3a 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. Applicant complies with any conditions of approval required by Development Review Services staff.

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE TWO, 4-STORY BUILDINGS WITH A TOTAL OF 15-DWELLING UNITS, LOCATED AT 357 3RD STREET SOUTH CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 22-3A).

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 two, 4-story buildings with a total of 15-dwelling units described and reviewed in CRA Review Report No. IRP 22-3a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the two, 4-story buildings with a total of 15-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. 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

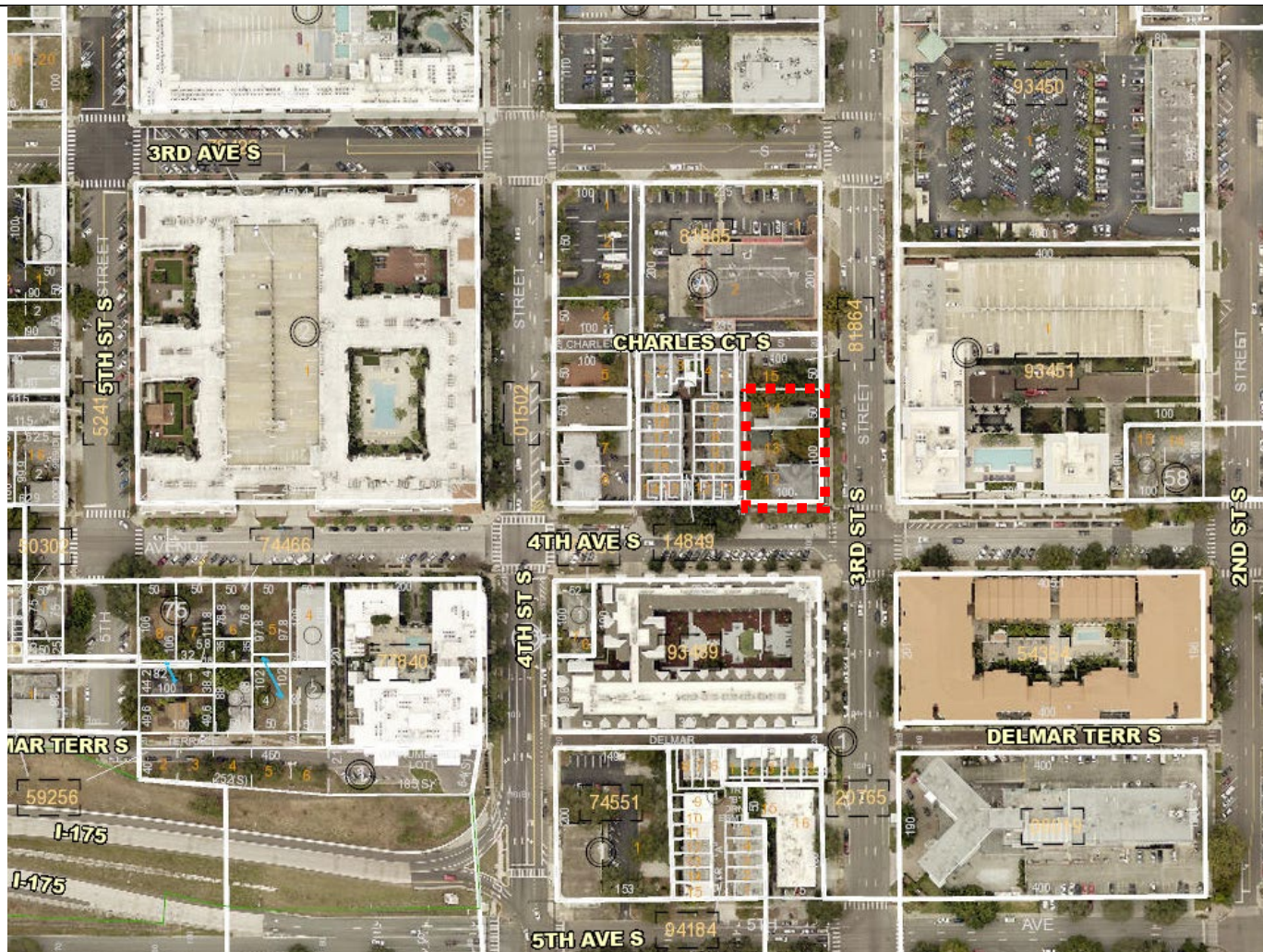
Michael J. Dema
City Attorney (designee)

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

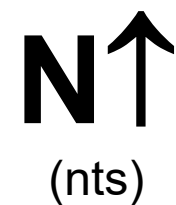
EXHIBIT A

Site Data

Location	357 3 rd Street South 19/31/17/81864/000/0120 and 0140
Redevelopment Area	Intown Redevelopment Area
Zoning District	DC-2
Existing Land Use	Vacant
Proposed Uses	4-story, 15 dwelling units
Site Area	15,000 sq. ft. or 0.34 acres
Proposed FAR	2.86 FAR
Existing FAR	0 FAR
Permitted FAR	3.0 FAR
Number of Residential Units	15
Existing Parking	0 spaces
Proposed Parking	15 spaces



Project Location Map
 City of St. Petersburg, Florida
 Planning and Development Services
 Department
 Address: 357 3rd Street South





Community Redevelopment Agency Application (CRA)

Included in this packet:

- Application
- Affidavit to Authorize Agent
- Data Sheet

List of Required Submittals

A pre-application meeting is encouraged prior to submittal. To schedule, please call (727) 892-5498 or email drc@stpete.org

Only complete applications will be accepted:

- ☒ **Completed CRA application form**
- ☒ **Affidavit to Authorize Agent if Agent signs application**
- ☒ **Data Sheet**
- ☒ **Site plan and survey of the subject property**
- ☒ **Elevation drawings: 8 1/2 x 11" (color), Depicts all sides of existing & proposed structure(s)**
- ☒ **Digital copy of application documents (may be emailed)**
 - ☐ **Notice of Intent to File (16.06.010.1.C)**

**Planning and
Development Services
Department**

**Development Review
Services Division**

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
727 / 893.7471

UPDATED: 01-26-22

_____ Completeness review by City Staff

The City Council of St. Petersburg, acting at the Community Redevelopment Agency (CRA), is charged with reviewing development proposals for projects occurring in the City's community redevelopment areas. All development proposals within those areas must be submitted to CRA staff in the Planning and Development Services Department, or its successor, for determination of compliance with the adopted redevelopment plan.

An application for development review must be submitted a minimum of 45 days prior to the next regularly scheduled meeting of the CRA, which meets the first and third Thursday of each month. It is necessary for the applicant or agent to be present at the meeting. In-house review is available for projects valued at \$5 million or less.

CRA Application cont.

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

GENERAL INFORMATION	
NAME of APPLICANT (Property Owner): NJR GREAT NORTHERN ASSETS LLC.	
Street Address: 460 3RD ST NORTH	
City, State, Zip: ST. PETERSBURG, FL 33701	
Telephone No: 727-310-0834 Email:	
NAME of AGENT OR REPRESENTATIVE: ADAM WILSON	
Street Address: 460 3RD STREET NORTH	
City, State, Zip: ST. PETERSBURG, FL 33701	
Telephone No: 727-422-6054 Email: ADAM@NJRDEVELOPMENT.COM	
NAME of ARCHITECT or ENGINEER: GROUP LLC. → TONY CHENG	
Company Name: NJR CONSTRUCTION Contact Name: TONY CHENG	
Telephone No: 727-310-0834	
Website: Email: TONY@NJRDEVELOPMENT.COM	
PROPERTY INFORMATION:	
Address/Location: 357 3RD ST. South & 341 3RD ST. South	
Parcel ID#(s): 19-31-17-81864-000-0120, 19-31-17-81864-000-0140	
DESCRIPTION OF REQUEST:	
REQUESTING CRA APPROVAL FOR 15 UNIT TOWNHOME DEVELOPMENT	

City staff may visit the subject property during review of the request. The applicant, by filing this application, agrees they will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant's signature affirms that all information contained within this application has been completed and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval.

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

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



AFFIDAVIT TO AUTHORIZE AGENT

I am (we are) the owner(s) and record title holder(s) of the property noted herein

Property Owner's Name: BBWC ST PETE LLC

This property constitutes the property for which the following request is made

Property Address: 341 & 357 3rd Street S, St. Petersburg, FL 33701

Parcel ID No.: 19-31-17-81864-000-0140; 19-31-17-81864-000-0120

Request: All approvals necessary for the development of residential building(s) on the property including,
but not limited to, site plan approval and building permits.

The undersigned has(have) appointed and does(do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s)

Agent's Name(s): Neil Rauenhorst - NJR Great Northern Assets, LLC

This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property

I(we), the undersigned authority, hereby certify that the foregoing is true and correct.

Signature (owner): 

Robert Blackerby
Printed Name

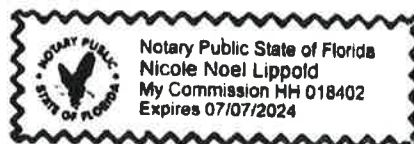
Sworn to and subscribed on this date

Identification or personally known: 

Notary Signature: 

Date: 5/9/22

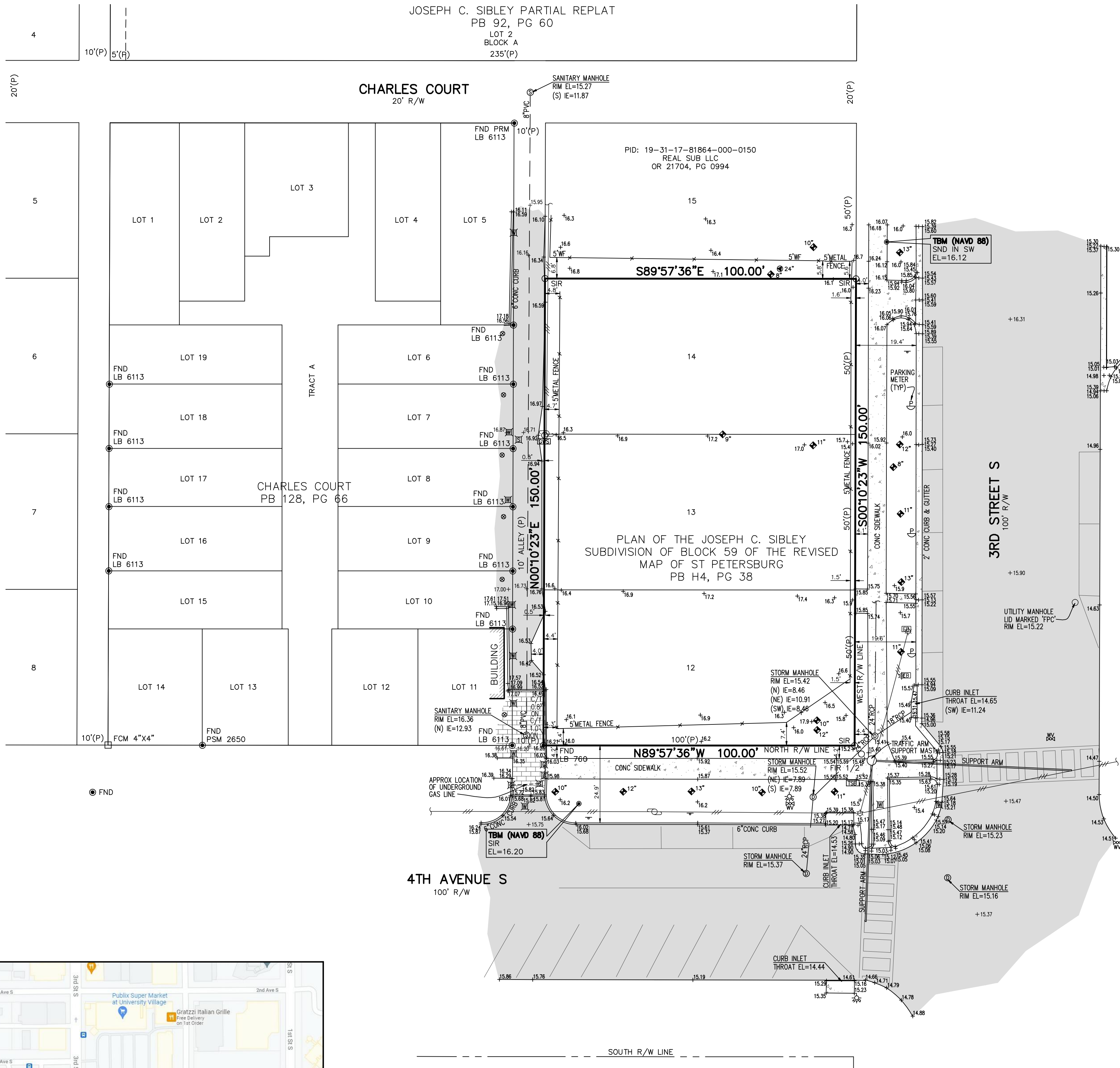
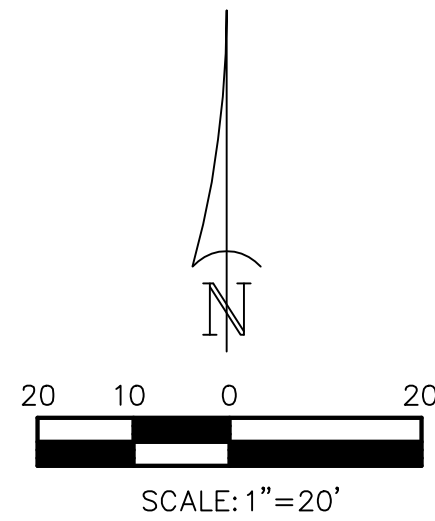
Commission Expiration (Stamp or date):



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

DATA TABLE					
1.	Zoning Classification: DC-2				
2.	Existing Land Use Type(s): SINGLE FAMILY- RESIDENTIAL				
3.	Proposed Land Use Type(s): TOWNHOMES- MULTI-FAMILY- RESID.				
4.	Area of Subject Property: 100' x 150' = 15,000 S.F.				
5.	Construction Value: \$ 9,684,000				
6.	Gross Floor Area (total square feet of building(s))				
	Existing:	7,673 S.F.	Sq. ft.		
	Proposed:	43,040 S.F.	Sq. ft.		
	Permitted:	45,000 S.F.	Sq. ft.		
7.	Floor Area Ratio (total square feet of building(s) divided by the total square feet of entire site)				
	Existing:	7673/15000	Sq. ft.	.52	
	Proposed:	43040/15000	Sq. ft.	2.86	
	Permitted:	45000/	Sq. ft.	7	
8.	Building Coverage (first floor square footage of building)				
	Existing:	4,067	Sq. ft.	27.1	% of site
	Proposed:	14,393	Sq. ft.	96	% of site
	Permitted:	14,250	Sq. ft.	95	% of site
9.	Open Green Space (include all green space on site; do not include any paved areas)				
	Existing:	5,714	Sq. ft.	38	% of site
	Proposed:	375	Sq. ft.	2.5	% of site
10.	Interior Green Space of Vehicle Use Area (include all green space within the parking lot and drive lanes)				
	Existing:	N/A	Sq. ft.	N/A	% of vehicular area
	Proposed:	N/A	Sq. ft.	N/A	% of vehicular area
11.	Paving Coverage (including sidewalks within boundary of the subject property; do not include building footprint(s))				
	Existing:	5,585	Sq. ft.	38	% of site
	Proposed:	3,600	Sq. ft.	24	% of site

DATA TABLE (continued page 2)					
12.	Impervious Surface Coverage (total square feet of all paving, building footprint and other hard surfaced areas)				
	Existing:	9,286	Sq. ft.	62	% of site
	Proposed:	14,393	Sq. ft.	96	% of site
	Permitted:	14,250	Sq. ft.	95	% of site
13.	Density / Intensity				
	<u>No. of Units</u>		<u>No. of Employees</u>		<u>No. of Clients (C.R. / Home)</u>
	Existing:	2	Existing:	N/A	Existing:
	Proposed:	15	Proposed:	N/A	Proposed:
	Permitted:				
14 a.	Parking (Vehicle) Spaces				
	Existing:	5	includes	N/A	disabled parking spaces
	Proposed:	15	includes	N/A	disabled parking spaces
	Permitted:		includes		disabled parking spaces
14 b.	Parking (Bicycle) Spaces				
	Existing:	0	Spaces	N/A	% of vehicular parking
	Proposed:	N/A	Spaces	N/A	% of vehicular parking
	Permitted:		Spaces		% of vehicular parking
15.	Building Height				
	Existing:	30	Feet	2	Stories
	Proposed:	41'-9 1/2"	Feet	4	Stories
	Permitted:		Feet		Stories



LEGEND

- A/C = AIR CONDITIONER UNIT
BLDG = BUILDING
(C) = CALCULATED DATA
COR = CERTIFIED CORNER RECORD
CLF = CHAIN LINK FENCE
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
COR = CORNER
CPB = CONDOMINIUM PLAT BOOK
C/T = CURB TIE
(D) = DEED DATA
DB = DEED BOOK
DIP = DUCTILE IRON PIPE
EOMP = ELLIPTICAL CORRUGATED METAL PIPE
EL = ELEVATION
EP = EDGE OF PAVEMENT
EROP = ELLIPTICAL REINFORCE CONCRETE PIPE
(F) = FIELD DATA
FCM = FOUND CONCRETE MONUMENT
FDDT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIR = FOUND IRON ROD
FND = FOUND NAIL & DISC
FOP = FOUND OPEN PIPE
FPP = FOUND PINCHED PIPE
FRRS = FOUND RAILROAD SPIKE
F/T = FENCE
FXC = FOUND X-CUT
GE = GRATE ELEVATION
E = INVERT ELEVATION
(L) = LEGAL DESCRIPTION DATA
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
MAS = MASONRY
MHW = MEAN HIGH WATER
NP = NORMAL POOL
O/A = OVERALL
OR = OFFICIAL RECORDS BOOK
(P) = PLAT DATA
PB = PLAT BOOK
PG = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
P/T = PAVEMENT TIE
PVC = POLY VINYL CHLORIDE
RCP = REINFORCE CONCRETE PIPE
RLS = REGISTERED LAND SURVEYOR
R/W = RIGHT-OF-WAY
SEC = SECTION
SHW = SEASONAL HIGH WATER
SIR = SET IRON ROD 1/2" LB 6113
SND = SET NAIL & DISC LB 6113
SR = STATE ROAD
S/T = SIDEWALK TIE
STY = STORY
SW = SIDEWALK
TBM = TEMPORARY BENCH MARK
(TYP) = TYPICAL
VCP = VITRIFIED CLAY PIPE
W = WITH
WF = WOOD FENCE
W/T = WALL TIE
+ 25.25 = POINT OF ELEVATION

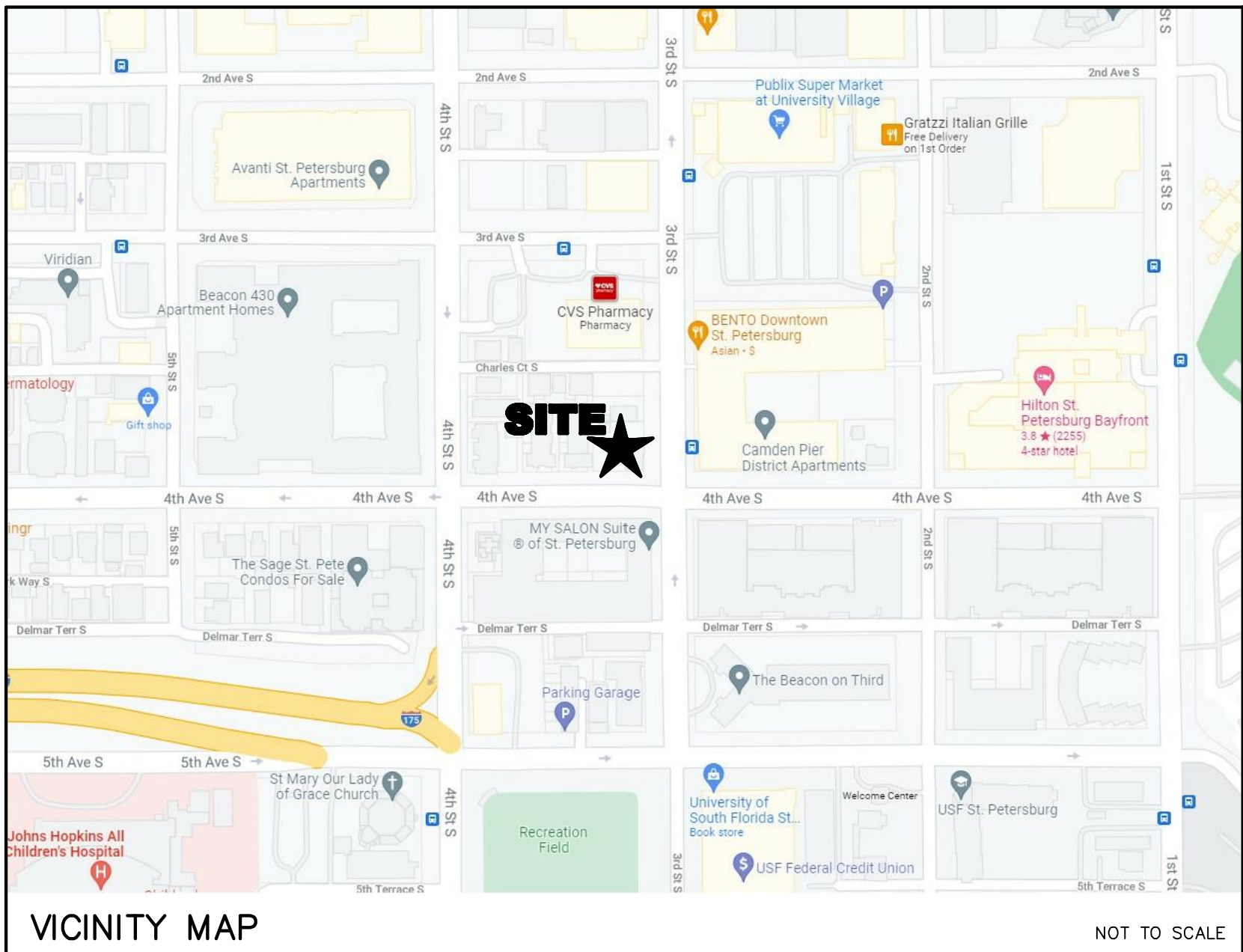
- 25.25 = BACKFLOW PREVENTER
● = BOLLARD OR POST
■ = BOX, CABLE TELEVISION
□ = BOX, ELECTRIC UTILITY
□ = BOX, ELECTRIC UTILITY (TRANSFORMER)
□ = BOX, TELEPHONE
X = DECORATIVE LIGHT POLE
⊕ = ELECTRIC OUTLET
⊕ = FIRE HYDRANT
⊕ = FLAGPOLE
⊕ = FLARED END SECTION
⊕ = GRATE INLET
⊕ = GROUND LIGHT
⊕ = GUY ANCHOR
⊕ = LIGHT POLE, CONCRETE
⊕ = LIGHT POLE, METAL
⊕ = LIGHT POLE, WOOD
⊕ = MAILBOX
⊕ = MANHOLE, ELECTRIC
⊕ = MANHOLE, GREASE TRAP
⊕ = MANHOLE, SANITARY SEWER
⊕ = STORM SEWER STRUCTURE
⊕ = MANHOLE, TELEPHONE
⊕ = METER, ELECTRIC
⊕ = METER, GAS
⊕ = METER, RECLAIMED WATER
⊕ = METER, WATER
⊕ = MITERED END SECTION
⊕ = MONITORING WELL
⊕ = PEDESTRIAN CROSSING SIGNAL
⊕ = SANITARY CLEANOUT
⊕ = SCHEDULE B-2 ITEM
⊕ = TELEPHONE RISER
⊕ = TRAFFIC SIGN
⊕ = TRAFFIC SIGNAL BOX
⊕ = TRAFFIC SIGNAL POLE
⊕ = UNDERGROUND CABLE TELEVISION MARKER
⊕ = UNDERGROUND CABLE TELEVISION WARNING SIGN
⊕ = UNDERGROUND ELECTRIC MARKER
⊕ = UNDERGROUND ELECTRIC WARNING SIGN
⊕ = UNDERGROUND FIBER OPTIC MARKER
⊕ = UNDERGROUND FIBER OPTIC WARNING SIGN
⊕ = UNDERGROUND FORCEMAIN MARKER
⊕ = UNDERGROUND FORCEMAIN WARNING SIGN
⊕ = UNDERGROUND GAS MARKER
⊕ = UNDERGROUND GAS WARNING SIGN
⊕ = UNDERGROUND RECLAIMED WATER MARKER
⊕ = UNDERGROUND RECLAIMED WATER WARNING SIGN
⊕ = UNDERGROUND SANITARY SEWER MARKER
⊕ = UNDERGROUND SANITARY SEWER WARNING SIGN
⊕ = UNDERGROUND TELEPHONE MARKER
⊕ = UNDERGROUND TELEPHONE WARNING SIGN
⊕ = UNDERGROUND WATER MARKER
⊕ = UNDERGROUND WATER WARNING SIGN
⊕ = UTILITY POLE, CONCRETE
⊕ = UTILITY POLE, METAL
⊕ = UTILITY POLE, WOOD
⊕ = VALVE, GAS
⊕ = VALVE, RECLAIMED WATER
⊕ = VALVE, SANITARY
⊕ = VALVE, WATER
⊕ = WELL

- STORM CURB INLETS
[Symbol] = CONCRETE
[Symbol] = ASPHALT
[Symbol] = CONCRETE PAVERS
[Symbol] = BRICK
22.15 = BACK OF CURB
22.61 = CROWN
51.63 = EDGE OF PAVEMENT

TREE LEGEND

- ⊕ = BAY TREE
⊕ = BOTTLE BRUSH TREE
⊕ = CAMPHOR TREE
⊕ = CEDAR
⊕ = CHINABERRY TREE
⊕ = CITRUS TREE
⊕ = CYPRESS TREE
⊕ = ELM TREE
⊕ = EUCALYPTUS TREE
⊕ = MAGNOLIA TREE
⊕ = MAPLE TREE
⊕ = MULBERRY TREE
⊕ = OAK TREE
⊕ = OTHER SPECIES
⊕ = PALM TREE
⊕ = PECAN TREE
⊕ = PERSIMMON TREE
⊕ = PINE TREE
⊕ = SYCAMORE TREE
⊕ = WAX MYRTLE TREE
⊕ = WILLOW TREE

- = TOP OF BANK
— = TOE OF SLOPE OR CENTER LINE OF DITCH
— = 6" CHAIN LINK FENCE UNLESS OTHERWISE NOTED
— = OVERHEAD UTILITY LINES
--- G --- G --- = APPROXIMATE LOCATION OF UNDERGROUND GAS LINE
--- W --- W --- = APPROXIMATE LOCATION OF UNDERGROUND WATER LINE
--- F --- F --- = APPROXIMATE LOCATION OF UNDERGROUND FORCEMAIN
--- A --- A --- = APPROXIMATE LOCATION OF UNDERGROUND RECLAIMED WATER LINE
--- 12" PVC --- = APPROXIMATE LOCATION OF UNDERGROUND SANITARY SEWER LINE
--- 24" RCP --- = APPROXIMATE LOCATION OF UNDERGROUND STORM SEWER LINE



SECTION 19, TOWNSHIP 31 S, RANGE 17 E

PINELLAS COUNTY, FLORIDA

DESCRIPTION

LOTS 12, 13 AND 14, PLAN OF THE JOSEPH C. SIBLEY SUBDIVISION OF BLOCK 59 OF THE REVISED MAP OF ST. PETERSBURG ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 58 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.
CONTAINING 0.344 ACRES, MORE OR LESS.

NOTES

- BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF 3RD STREET S, BEING ASSUMED AS S00°10'23"W.
- SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
- NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLAS AND VISIBLE SURFACE EVIDENCE.
- RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE TO WHOM CERTIFIED.
- ALL FOUND POINTS ARE UNMARKED UNLESS OTHERWISE NOTED. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS NOTED.
- THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
- THE SITE APPEARS TO BE IN FLOOD ZONE X, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 125148, MAP NUMBER 12103C0219H, EFFECTIVE DATE 8/24/2021 (MAP INDEX NUMBER 12103C02D2C, MAP REV DATE AUGUST 24, 2021). POLARIS ASSOCIATES, INC. AND THE SIGNING SURVEYOR HEREOF ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY, HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM".
- ANY ZONING INFORMATION SHOWN OR NOTED HEREON IS BASED ON INFORMATION AVAILABLE DURING THE PREPARATION OF THE SURVEY. THIS INFORMATION SHOULD BE VERIFIED WITH THE GOVERNING AUTHORITY PRIOR TO ANY DETERMINATIONS OR DESIGN.
- SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THIS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
- UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO POLARIS ASSOCIATES, INC. AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
- ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK 872 6520 9 RESET HAVING AN ELEVATION OF 15.14 NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
- TREES 4" IN DIAMETER AND LARGER HAVE BEEN LOCATED WITH COMMON NAME AND APPROXIMATE DIAMETER. BREAST HIGH. SMALLER TREES, NON-PROTECTED SPECIES (INCLUDING ORNAMENTALS) AND TREES WITHIN JURISDICTIONAL AREAS (IF ANY) HAVE NOT BEEN LOCATED. TREES BY NATURE ARE IRREGULAR IN SIZE AND SHAPE. EVERY EFFORT IS MADE TO ACCURATELY LOCATE TREES. THE TREE LOCATION IS THE CENTER OF THE TREE. THIS LOCATION MAY BE DIFFERENT IF LOCATED FROM A DIFFERENT DIRECTION. ALL TREE LOCATIONS SHOULD BE FIELD CHECKED IF CRITICAL TO DESIGN.
- THIS SURVEY IS BASED ON U.S. FEET.

DATE	NUMBER	REVISIONS	BY

CERTIFICATION

CERTIFIED TO: NJR INVESTMENT & DEVELOPMENT
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND DOES NOT INCLUDE ITEMS OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON DECEMBER 14, 2021.

DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER LS 5227
STATE OF FLORIDA

PROJECT: 357 3RD STREET S, ST PETERSBURG, FL

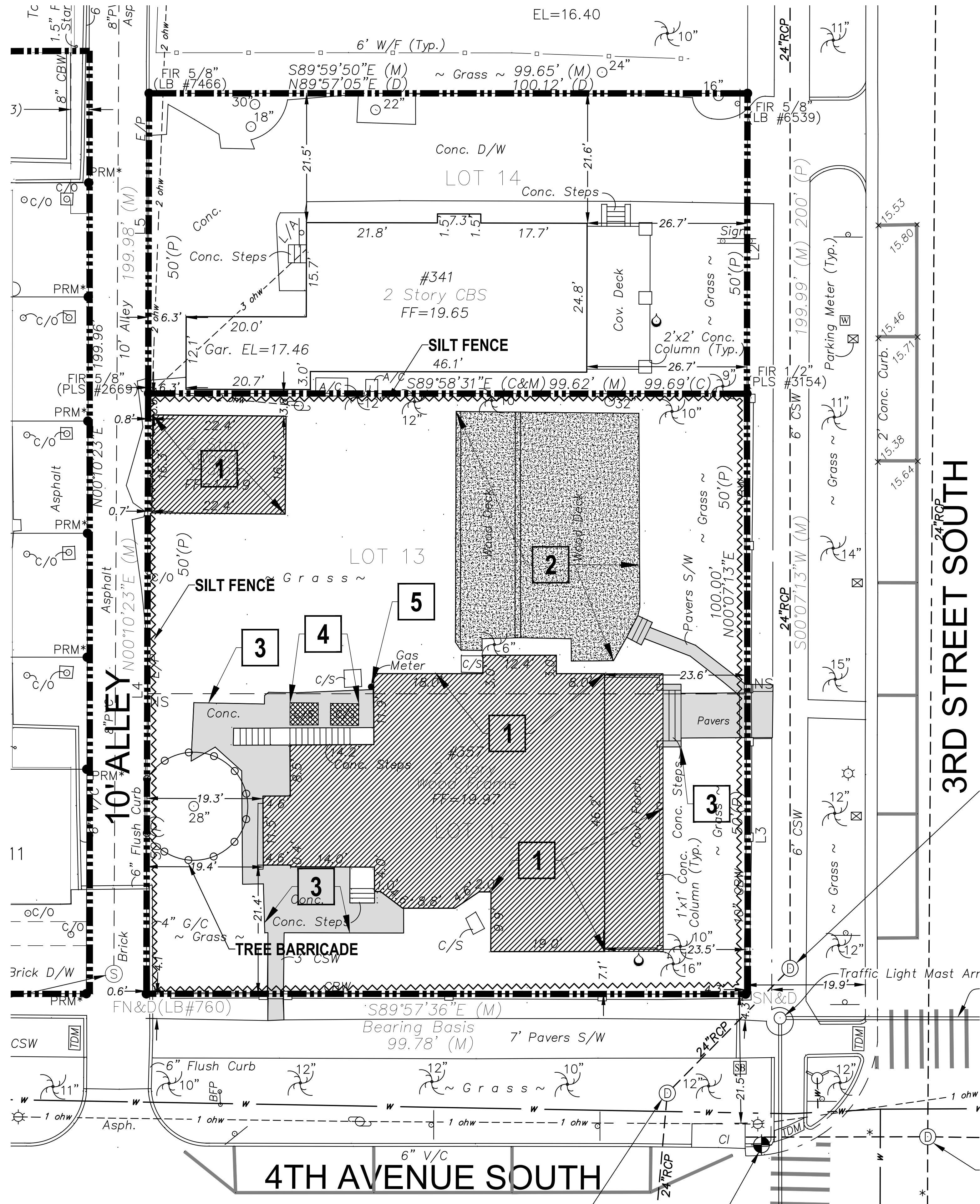
TYPE OF SURVEY: ALTA/NSPS LAND TITLE SURVEY
BOUNDARY & TOPOGRAPHIC SURVEY

PREPARED FOR: NJR INVESTMENT & DEVELOPMENT

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FLORIDA 33765
(727) 461-8113

CHECKED BY:	SCALE:	DRAWN BY:	JOB NO.	DRAWING PATH:	SHEET
DHR	1"=20'	JT	5347-01	H:\N\5347\DWG\534781.DWG	1 OF 1

Z:\2020 AutoCAD Projects\2007 - 341 & 357 3rd Street South (Blackberry)\Drawings\Site Plan 11.22.2021.dwg, 11/22/2021 4:52:16 PM, AutoCAD PDF (High Quality Print).pc3



LEGAL DESCRIPTION

Lots 12 and 13, PLAN OF THE JOSEPH C. SIBLEY SUBDIVISION OF BLOCK 59 OF THE REVISED MAP OF ST. PETERSBURG, according to the plat thereof, as recorded in Plat Book 4, Page 38, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

PRIOR TO DEMOLITION, CONSTRUCTION SHALL ADDRESS THE FOLLOWING REQUIREMENT:

- VIDEO RECORD SITE AND OFF-SITE IMPROVEMENTS AND MAKE NOTE OF CRACKS AND DAMAGES TO EX. SIDEWALKS, ROADWAYS, TREES, ETC. AND KEEP ON FILE FOR RECORD.
- ALL PROPERTY CORNER MONUMENTS SHALL BE IDENTIFIED AND PROTECTED DURING CONSTRUCTION.
- SILT SCREEN SHALL BE ERECTED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SILT SCREEN SHALL BE REMOVED ONLY AFTER PROJECT IS FULLY CONSTRUCTED AND SOIL IS STABILIZED.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR EXISTING AND PROPOSED DRAINAGE PATTERN. DRAINAGE SHALL NOT BE DIRECTED TO ADJOINING NEIGHBORS' PROPERTIES AND DRAINAGE FROM OFF-SITE SHALL NOT BE BLOCKED.
- DEMOLITION OF EXISTING BLDGS. MAYBE SUBJECT TO LOCAL, STATE AND FEDERAL PERMITS. PRIOR TO DEMOLITION, CONTRACTOR SHALL OBTAIN AN ASBESTOS REMOVAL PERMIT IF NEEDED.
- ALL SIDEWALKS SHALL BE REMOVED AT THE NEAREST JOINT, WHERE WALKS ARE SHOWN TO BE REMOVED.
- ALL POTABLE AND RECLAIMED WATER LINES AT RIGHT OF WAYS SHALL BE SEVERED AND CAPPED PER CODE. THURST BLOCKS OR RESTRAINING RODS MAYBE REQ'D.
- ALL GRAVITY SANITARY SEWER LINE SHALL BE SEVERED AND CAPPED AT THE RIGHT OF WAYS PER CODE.
- ALL WATER METERS SHALL BE REMOVED AND RETURNED TO THE WATER DEPT. FOR CREDIT.
- ALL CAVITY & EXCAVATION RESULTING FROM REMOVAL OF TREES, SHRUBS, PIPES, INLETS, GREASE TRAPS, SIGN, AND POLE BASE SHALL BE FILLED WITH APPROVED SUITABLE MATERIAL AND COMPACTED IN 12" LIFTS TO 95% OF MAX DENSITY AND SODDED.
- OFF-SITE DISPOSAL OF STRUCTURES, UTILITIES AND CONSTRUCTION DEBRIS SHALL OCCUR IN SOLID WASTE DISPOSAL FACILITIES APPROVED BY F.D.E.P., AND HILLSBOROUGH COUNTY.
- OFF-SITE DISCHARGE OF PRODUCED GROUNDWATER FROM DEWATERING SHALL COMPLY WITH DEWATERING GUIDELINES FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), F.A.C. 62-621.300(2).

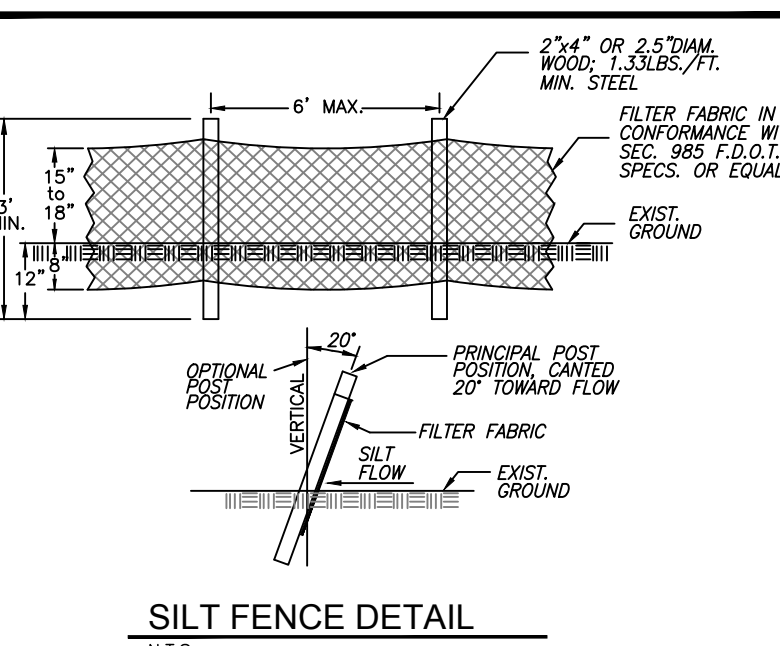
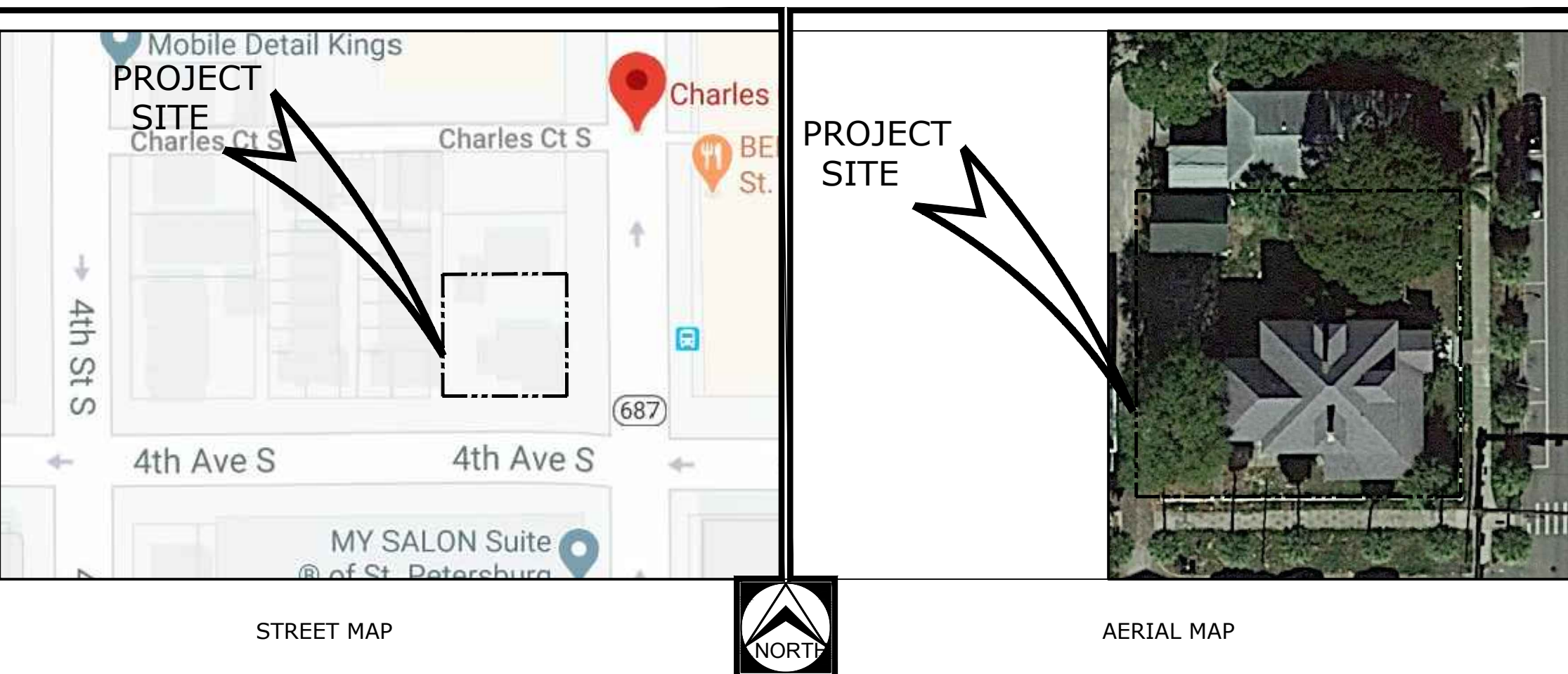
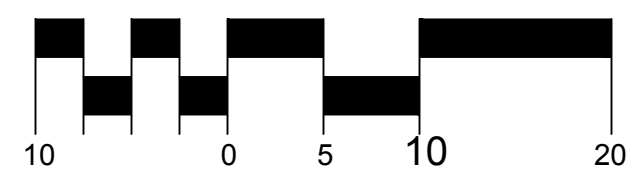
SITE PREPARATION NOTES

- REMOVE EX. BLDG, STEPS, COVERED PANELS, AND BLDG FOUNDATION.
 - REMOVE EX. WOOD DECK
 - REMOVE EX. CONC. PVMT. DRIVE AND WALKS
 - REMOVE EX. A/C UNITS AND PADS
 - REMOVE EX. GAS LINE/GAS METER (CONTACT GAS COMPANY)
 - REMOVE EX. ELECT. METERS AND POWER LINES.
- PREPARATION OF THE SITE INCLUDES THE REMOVAL/RELOCATION OF ALL EXISTING STRUCTURES WITHIN PROJECT AREA, PAVING AND BASE, UTILITY LINES (SANITARY SEWER, STORM PIPES, WATER LINES, POWER POLES, OVERHEAD AND UNDERGROUND POWER AND TELEPHONE CABLES, GAS LINES, TREES, SHRUBS, ETC.) AND IS NOT LIMITED TO WHAT'S SHOWN.

SECTION 19, TOWNSHIP 31 S, RANGE 17 E
PARCEL ID# 19-31-17-81864-000-0120
CITY OF ST. PETERSBURG, FLORIDA



SCALE: 1"=10'



NOTE:
SILT FENCE SHALL NOT BE TRENCHED IN WHERE ADJACENT TO TREES DESIGNATED TO REMAIN. THE SILT FENCE MUST BE SECURED THROUGH THE PLACEMENT OF FILL OVER THE LOWER LIP OF THE LOWER LIP OF THE BARRICADE.
(SEE DETAIL SHEET FOR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL)

- NOTE:
- SURFACE SHALL INCLUDE GRASS OR OTHER LIVING GROUND COVER, IN ANY COMBINATION, PROVIDED THAT THE TOTAL SITE IS COVERED. A FIVE FOOT WIDE PERIMETER LANDSCAPE BUFFER SHALL BE PROVIDED ALONG ALL STREETS WHICH SHALL CONSIST OF A CONTINUOUS ROW OF FOUNDATION LANDSCAPING AND ONE SHADE TREE FOR EVERY 35 FEET, OR PORTION THEREOF, ALONG THE STREET. A CORNER LANDSCAPE FEATURE SHALL BE PROVIDED AT EACH STREET CORNER WHICH SHALL BE A MINIMUM OF 100 SQUARE FEET AND SHALL BE DENSELY WITH TREES, LOW SHRUBS AND GROUND COVER TO MEET THE PLANTING STANDARDS PROVIDED IN THE LANDSCAPING AND IRRIGATION SECTION.
 - IRRIGATION SHALL BE PROVIDED CONSISTENT WITH THE APPLICABLE STANDARDS FOR SUCH SYSTEMS AS DESCRIBED IN THIS CHAPTER.

Northside
Engineering, Inc.
300 South Belcher Road, Clearwater, Florida 33765
Tel: 727-232-8888 Fax: 727-232-8200
info@northsideengineering.net
Est. 1989

Civil, Land, Planning, Traffic Studies, Landscape
Due Diligence, Land Use, Re-Zoning
Stormwater Management, Utility Design
Construction Administration

Donald B. Fairbairn, P.E. #44971
COPIES OF THESE PLANS ARE NOT VALID UNLESS
EMBOSSED WITH THE SIGNING ENGINEER'S SEAL

Project # 2007		
Issue Date: 08/17/20		
Revisions:		
No.	Date	Description
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SITE PREPARATION PLAN

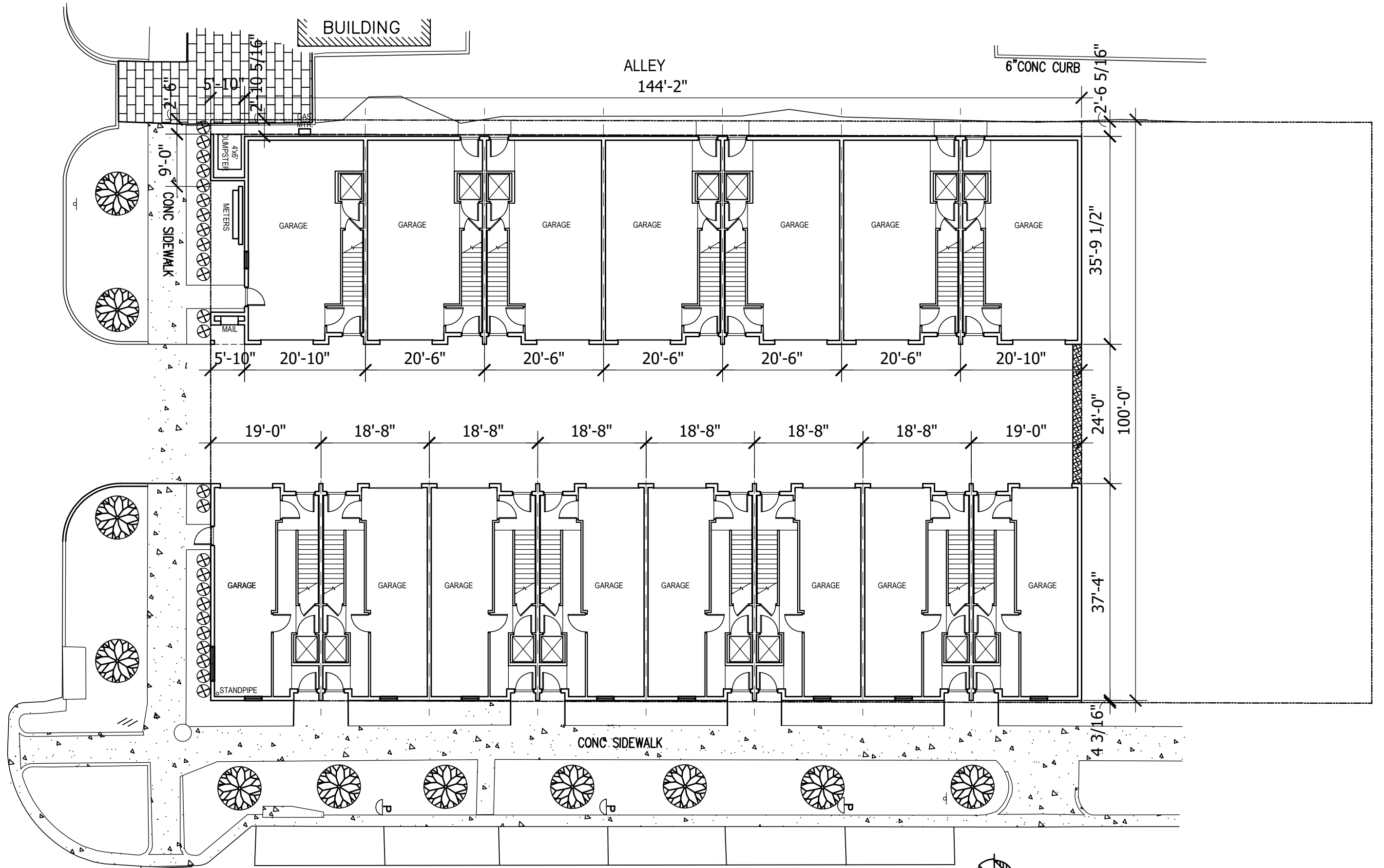
BBWC ST PETE LLC.
357 3rd STREET SOUTH
ST PETERSBURG, FL. 33701

Northside
Engineering, Inc.

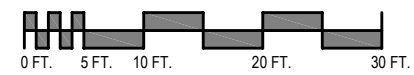
G2.1

ACTIVE CODES CASE #21-00023686

4TH AVENUE SOUTH



3RD STREET SOUTH







WEST ELEVATION - WEST BUILDING



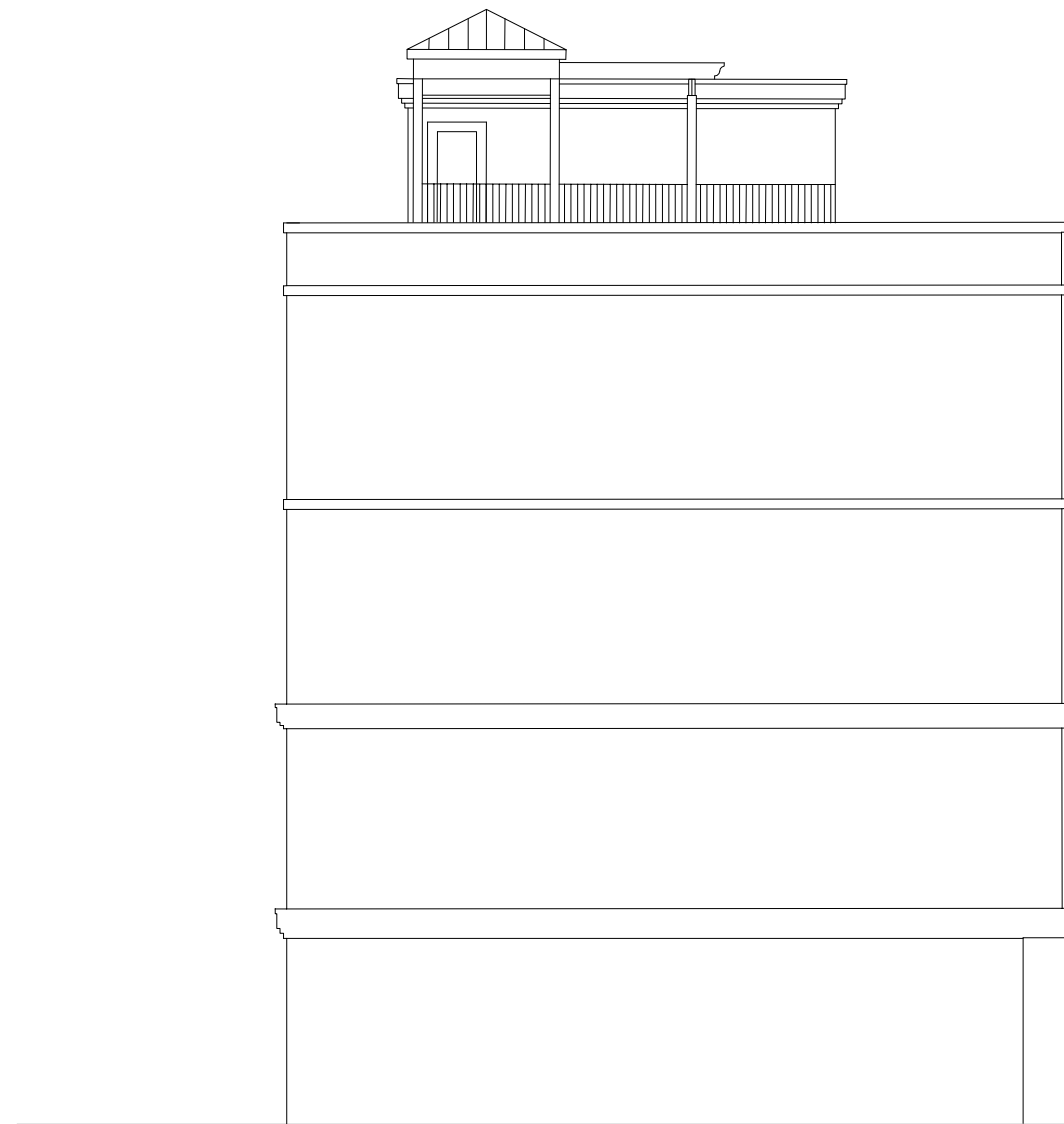
WEST ELEVATION - EAST BUILDING



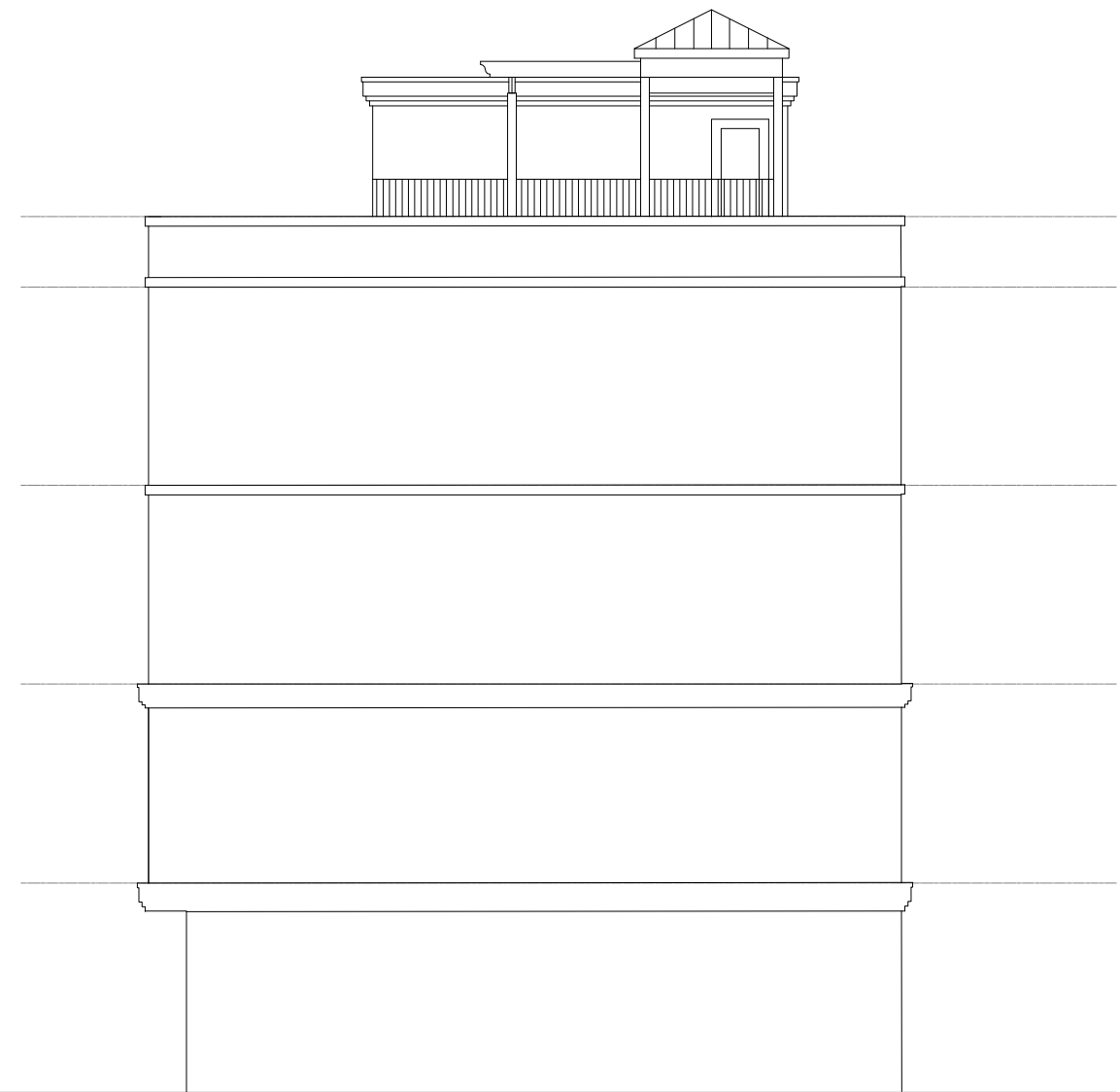
SOUTH ELEVATION - WEST BUILDING



SOUTH ELEVATION - EAST BUILDING



NORTH ELEVATION - EAST BUILDING



NORTH ELEVATION - WEST BUILDING

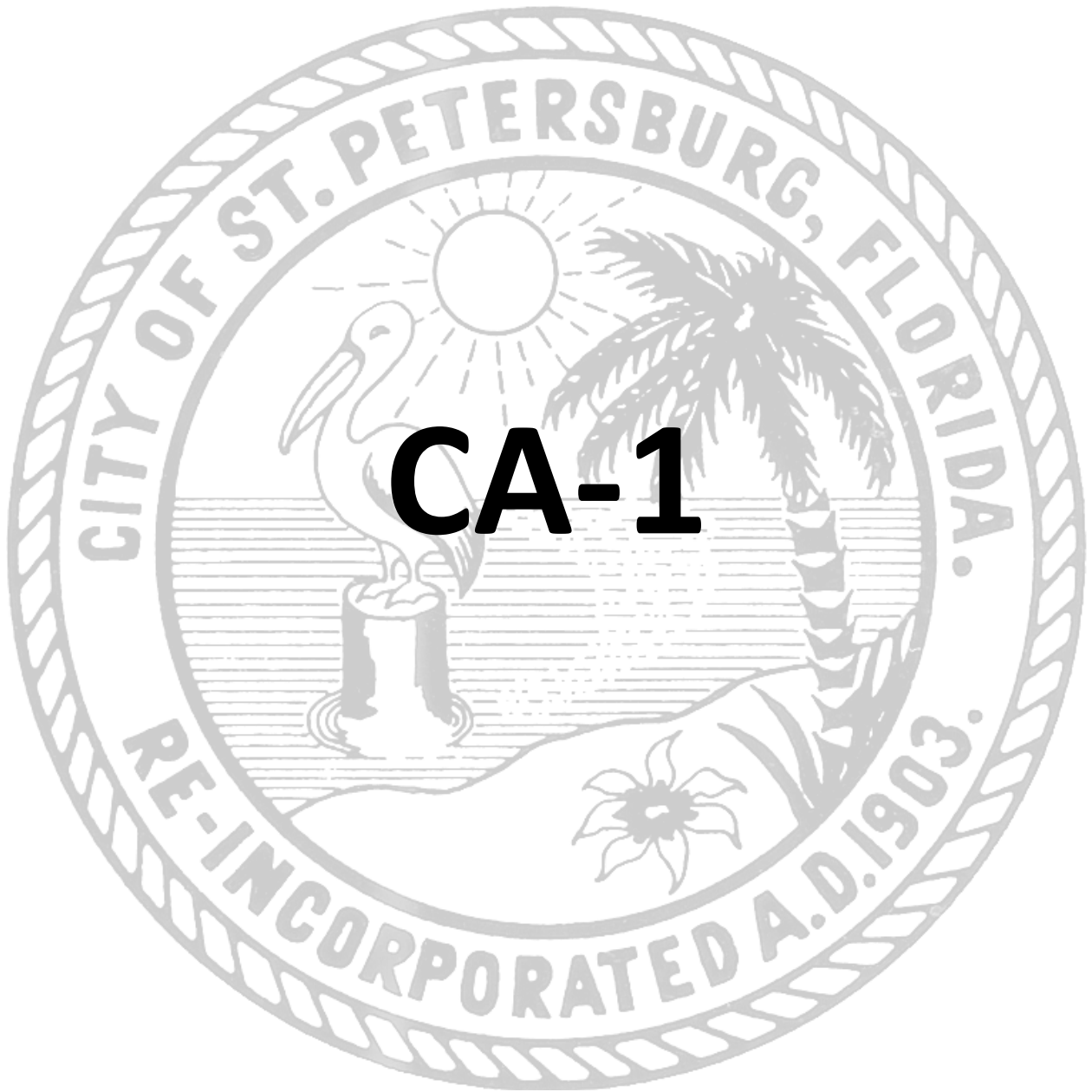


EAST ELEVATION - WEST BUILDING



EAST ELEVATION - EAST BUILDING

The following page(s) contain the backup material for Agenda Item: Approving the renewal of two-year blanket purchase agreements with Everingham Electric, Inc. and Tri-City Electrical Contractors, Inc. for electrical maintenance and repairs, at an estimated annual cost of \$550,000 per year, for a total contract amount of \$2,700,000.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 21, 2022

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

Subject: Approving the renewal of two-year blanket purchase agreements with Everingham Electric, Inc. and Tri-City Electrical Contractors, Inc. for electrical maintenance and repairs, at an estimated annual cost of \$550,000 per year, for a total contract amount of \$2,700,000.

Explanation: On July 11, 2019, City Council approved three-year agreements for electrical maintenance and repairs through July 31, 2022. The agreements have one, two-year renewal option.

On July 2, 2021, an administrative increase was added in the amount of \$25,000 to the original Agreement.

On September 9, 2021 an allocation increase was added in the amount of \$750,000 to the original Agreement.

This is the only renewal and provides for an increase of \$1,100,000.

The vendors provide all labor, material and equipment for electrical maintenance and repairs. Services include maintenance and repair of lighting in buildings, parks, parking lots, outdoor athletic fields, and the Albert Whitted Airport airfield. In addition, they repair swimming pool pump motors and controls; irrigation controllers and starters; replace switches, receptacles, and fixtures; replace elements in water heaters, hand dryers and ranges; install and/or repair electrical service circuit breaker panels and industrial-process control-type electrical circuits; and maintain high voltage electrical systems at City facilities. The vendors also provide emergency services to restore power to facilities in the event of an outage.

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

Electrical Maintenance and Repairs..... \$1,100,000

Everingham Electric, Inc. (St. Petersburg, FL)
Tri-City Electrical Contractors, Inc. (Altamonte Springs, FL)

Original agreement amount	\$825,000
Administrative increase	25,000
1 st Allocation increase	750,000
1 st renewal	<u>1,100,000</u>
Total agreement amount	<u>\$2,700,000</u>

The vendors have agreed to renew under the same terms and conditions of IFB No. 7277 dated April 24, 2019. Administration recommends renewal of the agreement based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through July 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department (190), Various Divisions; Sunken Gardens Fund (1207), Enterprise Facilities Department (282) Sunken Gardens Operations Division (2461); Port Operating Fund (4091), Enterprise Facilities Department (282), Port Administration Division (1889); Water Resources Fund (4001), Water Resources Department (420), Various Divisions; and various capital projects in the Recreation & Culture Capital Fund (3029) and Marina Capital Improvement Fund (4043).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENTS WITH EVERINGHAM ELECTRIC, INC. AND TRI-CITY ELECTRICAL CONTRACTORS, INC. FOR ELECTRICAL MAINTENANCE AND REPAIRS TO EXTEND THE TERM THROUGH JULY 30, 2024 AND INCREASE THE COMBINED CONTRACT AMOUNT IN THE AMOUNT OF \$1,100,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE COMBINED TOTAL CONTRACT AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED \$2,700,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on July 11, 2019, City Council approved three-year blanket purchase agreements with a two-year renewal option with Everingham Electric, Inc. and Tri-City Electrical Contractors for electrical maintenance and repairs at a combined total contract amount not to exceed \$825,000 for the initial term ending July 31, 2022 (“Agreements”); and

WHEREAS, on July 2, 2021, Administration approved an administrative increase in the amount of \$25, 000 to allocation for the Agreements; and

WHEREAS, on September 9, 2021, City Council approved an increase in the amount of \$750,000 to the allocation for the Agreements; and

WHEREAS, the City desires to exercise the renewal option to extend the term of the Agreements through July 31, 2024 and increase the combined 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 Engineering and Capital Improvements Department, Parks and Recreation Department, and 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 Agreements with Everingham Electric, Inc. and Tri-City Electrical Contractors, Inc. for electrical maintenance and repairs to extend the term through July 31, 2024 and increase the combined contract amount in the amount of \$1,100,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the combined total contract amount for the above-referenced Agreements shall not exceed \$2,700,000.

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:



00628419

DEPARTMENT:



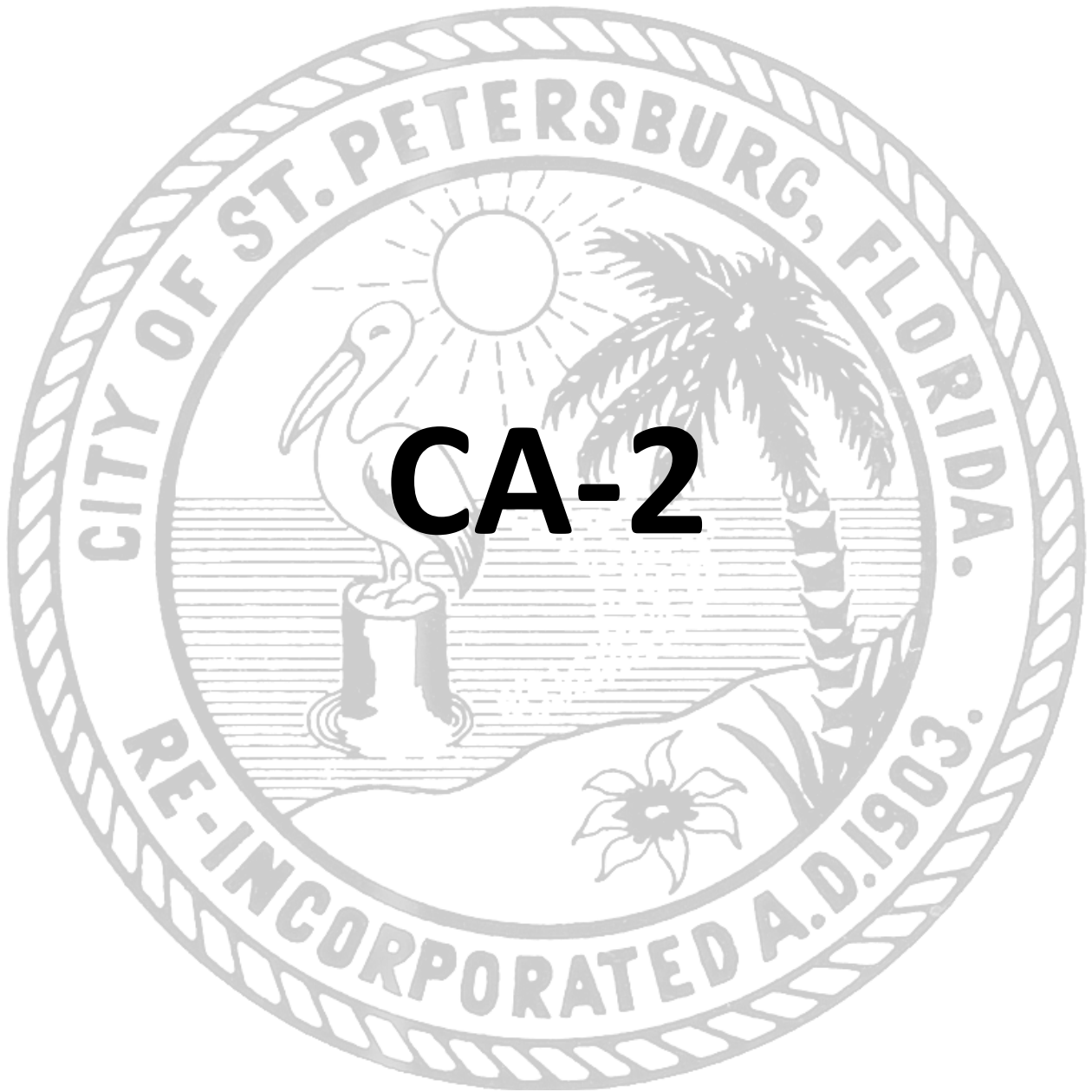
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					168447
Name:	Pocengal, Nicholas W	Request Date:	01-JUL-2022	Status:	APPROVED

Authorization Request	
Subject:	Electrical Maint. & Repairs, July 21 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Electrical Maint. & Repairs, scheduled to go before City Council on July 21, 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-JUL-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	01-JUL-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	01-JUL-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the renewal of three-year blanket purchase agreement with Parkson Corporation, a sole source supplier for in-channel bar filters for use by the Water Resources Department, in the amount of \$350,000, for a total contract amount of \$650,000.

Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 21, 2022

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

Subject: Approving the renewal of three-year blanket purchase agreement with Parkson Corporation, a sole source supplier for in-channel bar filters for use by the Water Resources Department, in the amount of \$350,000, for a total contract amount of \$650,000.

Explanation: On June 13, 2019, City Council approved a three-year blanket purchase agreement for in-channel bar filters through July 31, 2022. The agreement has one, two-year renewal option. This will be the first and only renewal.

The vendor furnishes and delivers equipment that is used at the wastewater treatment plants. The self-cleaning bar filters a wide range of floating and suspended solids in the wastewater stream. Solids larger than the nominal screen opening are captured on the filter elements and discharged from the unit. Parkson Corporation is the original manufacturer and supplier of the bar filters and is the only source for OEM replacement parts.

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

Parkson Corporation (Fort Lauderdale, FL) \$300,000

Original agreement amount	\$300,000
Renewal	<u>350,000</u>
Total Agreement amount	\$650,000

This purchase is made in accordance with Section 2-212(a) Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over \$100,000 without competitive bidding, and where the compatibility of equipment, accessories, or replacement parts is the paramount consideration if it has been determined that the supply or service is available from only one source. This agreement will be effective through July 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department (420), NE WRF Division (2173), NW WRF Division (2177), and SW WRF Division (2181). Water Resources Capital Projects Fund (4003), Various Capital Projects.

Attachments: Sole Source
Resolution

Sole Source Request
Procurement & Supply Management

Department: Water Resources Requisition No. _____
Requested By: Chad Witbracht Date: 4/26/19
Check One: x Sole Source _____ Proprietary Specifications
Proposed Vendor: Parkson Corporation
Estimated Total Cost: \$300,000

Description of Items (or Services) to be purchased:

Blanket Purchase Agreement (BPA) for parts and service for In-channel Bar Screens and other Headworks equipment.

Purpose of Function of items:

Self-cleaning wastewater screens filter a wide-range of floating and suspended solids in the waste water stream. Solids larger than the nominal screen opening contained in the wastewater stream are captured on the filter elements and discharged from the unit

Justification for Sole Source of Proprietary specification:

Parkson Corporation is the original manufacturer/supplier of the Bar Screen Filters and is the only source for OEM replacement parts at the WRF's. In addition, The Mack Company is the sole or exclusive representative for Parkson within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.

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

[Signature]

Department Director

4/26/2019

Date

04-30-2019

Date

Administrator/Chief

[Signature]

Louis Moore, Director
Procurement & Supply Management

Date

Date

RESOLUTION NO. ____

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH PARKSON CORPORATION FOR IN-CHANNEL BAR FILTERS TO EXTEND THE TERM THROUGH JULY 31, 2024 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$350,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$650,000; 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 Parkson Corporation, a sole source provider, for in-channel bar filters at a total contract amount not to exceed \$300,000 for the initial term ending July 31, 2022 (“Agreement”); 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 \$350,000 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 Parkson Corporation for in-channel bar filters to extend the term and increase the contract amount in the amount of \$350,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$650,000.

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:



00628418

DEPARTMENT:

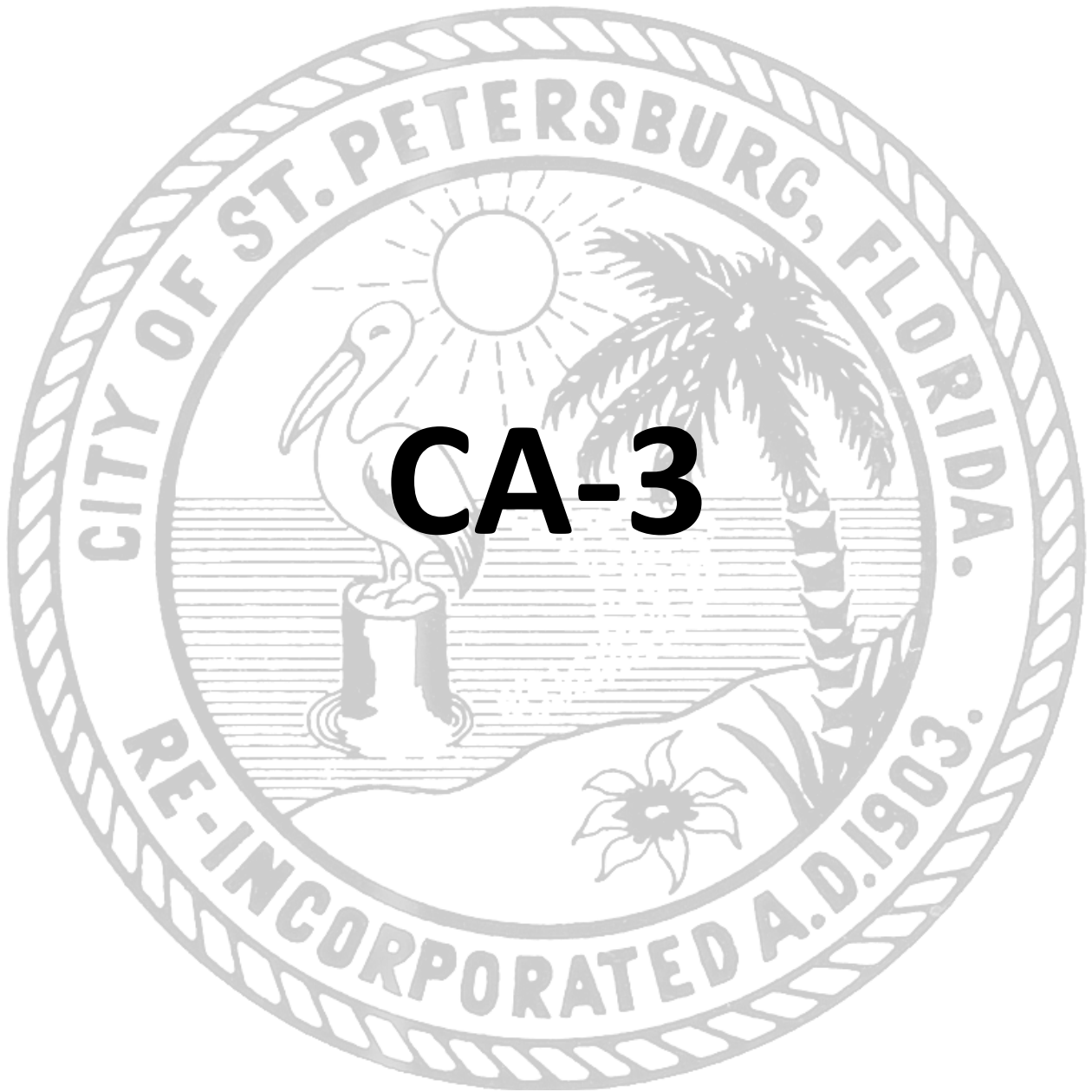


 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					168443
Name:	Pocengal, Nicholas W	Request Date:	01-JUL-2022	Status:	APPROVED

Authorization Request	
Subject:	Strainers, Bar Filter Water, July 21 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Strainers, Bar Filter Water, scheduled to go before City Council on July 21, 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-JUL-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	01-JUL-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	01-JUL-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Knoll, Inc. for purchasing and installing office furniture for the new Sanitation Department Building, at an amount not to exceed \$600,000.
Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 21, 2022

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

Subject: Approving a three-year blanket purchase agreement with Knoll, Inc. for purchasing and installing office furniture for the new Sanitation Department Building, at an amount not to exceed \$600,000.

Explanation: This purchase is being made from OMNIA Partners Contract No. 2020000608, dated January 1, 2020.

Construction of the new Sanitation Department Building is in design process and is currently anticipated to start in 2022 with occupancy slated for 2023. The new building will be two (2) stories and will house both administration and operation functions and will be about 18,600 square feet.

The vendor will provide all labor, material and equipment for modular workstations, private office furniture, seating, tables, conference room furniture, break room furniture, outdoor tables and seating, and other ancillary furniture for the new Sanitation Building.

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

Knoll, Inc (East Greenville, PA)..... \$600,000

The vendor has met the specifications, terms and conditions of OMNIA Partners Contract No. 2020000608, dated January 1, 2020. This purchase is made in accordance with Section 2-219(b) of the Procurement Code, which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities. A blanket purchase agreement will be issued to the vendor and will be binding for actual services provided and will only be utilized by the Sanitation Department. This agreement will be from August 1, 2022 through August 31, 2025.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Operating Fund (4021), Sanitation Department, Administration Division (450-2237).

Attachments: Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING A THREE-YEAR AGREEMENT FOR THE PURCHASE AND INSTALLATION OF FURNITURE FOR THE NEW SANITATION DEPARTMENT BUILDING FROM KNOLL, INC. UTILIZING THE OMNIA PARTNERS CONTRACT NO. 2020000608 DATED JANUARY 1, 2020 FOR AN AMOUNT NOT TO EXCEED \$600,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires the purchase and installation of modular workstations, private office furniture, seating, tables, conference room furniture, break room furniture, outdoor tables and seating, and other ancillary furniture for the new Sanitation Department Building; and

WHEREAS, section 2-219(b) of the St. Petersburg City Code allows the City to use competitively bid contracts of other government entities; and

WHEREAS, Knoll, Inc. has met the specifications, terms and conditions of the OMNIA Partners Contract No. 2020000608 dated January 1, 2020; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a three-year agreement for the purchase and installation of furniture for the new Sanitation Department Building from Knoll, Inc. utilizing the Omnia Partners Contract No. 2020000608 dated January 1, 2020 for an amount not to exceed \$600,000 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/ Sharon Michnowicz

00629305

DEPARTMENT:

Willie Pugh

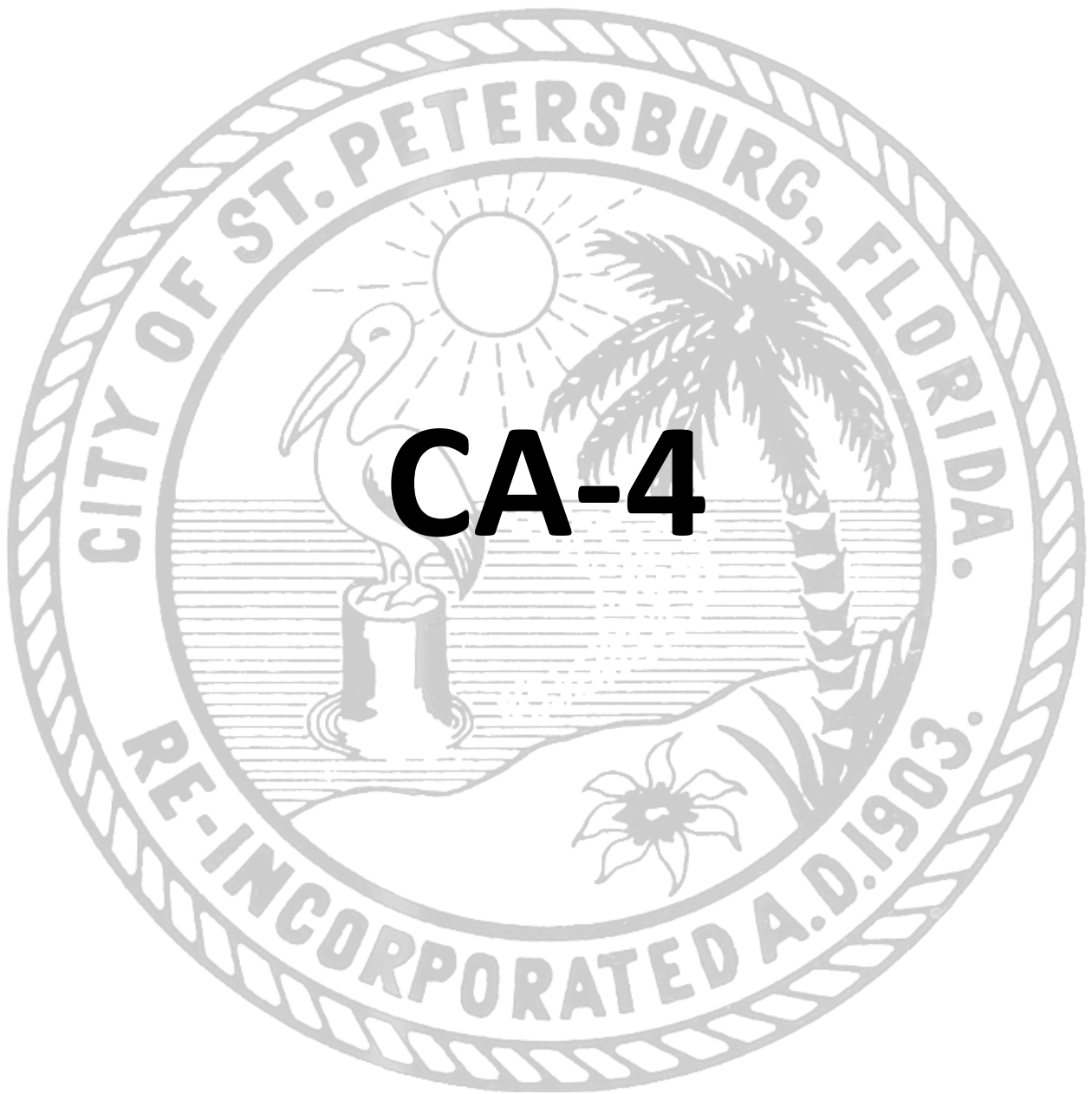
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					168446
Name:	Pocengal, Nicholas W	Request Date:	01-JUL-2022	Status:	APPROVED

Authorization Request	
Subject:	Furniture LayoutDesignDelivery&Install, July 21
Message:	Submitted for your approval, please find attached Consent Write-up for Furniture Layout, Design, Delivery and Installation, scheduled to go before City Council on July 21, 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-JUL-2022	
1	Wahl, Margaret Brown	McKee, Stacey Pevzner	APPROVE	01-JUL-2022	User Defined
2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	06-JUL-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21 -01 -MW/W(A) (“Task Order”) to the architect/engineering agreement dated July 15, 2021 between the City Of St. Petersburg, Florida and Metzger & Willard, inc. (“A/E”) for A/E to provide project management, data collection, on-site investigation, a recommendation report, design services, bidding support, permitting, public engagement, and special procedures for geotechnical investigation and structural engineering related to the Lift Station No. 7 Coast Guard and Lift Station No. 37 Yacht Club Estates Rehabilitation Projects in an amount not to exceed \$196,385.75 (ECID Project No. 22070-111; Oracle No.18942); and providing an effective date.

Please scroll down to view the backup material.



CA-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 21, 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. 21-01-MW/W(A) (“Task Order”) to the architect/engineering agreement dated July 15, 2021 between the City of St. Petersburg, Florida and Metzger & Willard, Inc. (“A/E”) for A/E to provide project management, data collection, on-site investigation, a recommendation report, design services, bidding support, permitting, public engagement, and special procedures for geotechnical investigation and structural engineering related to the Lift Station No. 7 Coast Guard and Lift Station No. 37 Yacht Club Estates Rehabilitation Projects in an amount not to exceed \$196,385.75 (ECID Project No. 22070-111; Oracle No.18942); and providing an effective date.

EXPLANATION: Lift Station No. 7 Coast Guard (located at 255A 14th Avenue South) and Lift Station No. 37 (Yacht Club Estates) were rehabilitated back in 1984 and 1985, respectively. Both Lift Station No.7 and Lift Station No. 37 have been identified as to have a likelihood and risk of service disruption and have been prioritized for a complete rehabilitation.

The scope of work for Lift Station No.7 will include evaluation for a complete demolition and installation of new submersible station in accordance with the current City standards and Lift Station No.37 scope will assess and address resiliency and future capacity considerations. The work will also include mechanical, electrical upgrades for storm hardening, and evaluate the condition of the gravity main into the wet well, and coating or lining of the wet well

This project is being developed to be implemented as a design/bid/build process, however, based on availability of contractors and materials, alternative construction methods such as utilization of a construction manager may be evaluated.

On July 15, 2021, the City of St. Petersburg, Florida and Metzger & Willard, Inc (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

Task Order No. 21-01-MW/W(A) in the amount of \$196,385.75 shall provide professional engineering services including but not limited to project management, data collection, on site investigation, condition assessments, recommendation report, final design, bidding, permitting, public engagement services. Task Order includes a \$10,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-01-MW/W(A) includes the following phases and associated not to exceed costs respectively:

Task Order	Project Management	\$ 30,940.57
	Data Collection, On site Investigation	\$ 44,892.56
	Recommendation Report	\$ 33,780.03
	Design	\$ 50,966.55
	Bid Support	\$ 7,767.47

Permitting	\$ 4,730.96
Public Engagement	\$ 668.28
Special	\$ 12,639.33
Allowance	\$ 10,000.00
 Total	 \$ 196,385.75

A/E services during the construction phase and contractor costs for the construction will be provided to Council for approval as an Amendment to this Task Order.

RECOMMENDATION: Administration authorizing the Mayor or his designee to execute Task Order No. 21-01-MW/W(A) (“Task Order”) to the architect/engineering agreement dated July 15, 2021 between the City of St. Petersburg, Florida and Metzger & Willard, Inc. (“A/E”) for A/E to provide project management, data collection, on-site investigation, a recommendation report, design services, bidding support, permitting, public engagement, and special procedures for geotechnical investigation and structural engineering related to the Lift Station No. 7 Coast Guard and Lift Station No. 37 Yacht Club Estates Rehabilitation Projects in an amount not to exceed \$196,385.75 (ECID Project No. 22070-111; Oracle No.18942); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), LST #7 & #37 Rehabilitation FY22 Project (18942).

ATTACHMENTS: Resolution
Task Order No. 21-01-MW/W(A)
Map

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-01-MW/W(A) ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 15, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND METZGER & WILLARD, INC. ("A/E") FOR A/E TO PROVIDE PROJECT MANAGEMENT, DATA COLLECTION, ON-SITE INVESTIGATION, A RECOMMENDATION REPORT, DESIGN SERVICES, BIDDING SUPPORT, PERMITTING, PUBLIC ENGAGEMENT, AND SPECIAL PROCEDURES FOR GEOTECHNICAL INVESTIGATION AND STRUCTURAL ENGINEERING RELATED TO THE LIFT STATION NO. 7 COAST GUARD AND LIFT STATION NO. 37 YACHT CLUB ESTATES REHABILITATION PROJECTS IN AN AMOUNT NOT TO EXCEED \$196,385.75 (ECID PROJECT NO. 22070-111; ORACLE NO.18942); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Metzger & Willard, Inc. ("A/E") executed an architect/engineering agreement on July 15, 2021 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No. 21-01-MW/W(A) for A/E to provide project management, data collection, on-site investigation, a recommendation report, design services, bidding support, permitting, public engagement, and special procedures for geotechnical investigation and structural engineering related to the Lift Station No. 7 Coast Guard and Lift Station No. 37 Yacht Club Estates Rehabilitation Projects, which amount includes a \$10,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 21-01-MW/W(A) ("Task Order") to the architect/engineering agreement dated July 15, 2021 between the City of St. Petersburg, Florida and Metzger & Willard, Inc. ("A/E") for A/E to provide project management, data collection, on-site investigation, a recommendation report, design services, bidding support, permitting, public engagement, and special procedures for geotechnical investigation and structural engineering related to the Lift Station No. 7 Coast Guard and Lift Station No. 37 Yacht Club Estates Rehabilitation Projects in an amount not to exceed \$196,385.75.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00630143

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: July 21, 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: Metzger & Willard, Inc.
Task Order No. 21-01-MW/W(A) in the amount of \$196,385.75

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 rehabilitation, hardening and improving the efficiency of Lift Stations 7 & 37 - Coast Guard & Yacht Club Estates

Metzger & Willard, Inc. satisfactorily completed similar work as a subconsultant under previous A/E Annual Master Agreements in 2012 and is familiar with the City Standards.

Metzger & Willard, Inc. has significant experience in the condition assessment, design, permitting and construction phase activities of lift stations.

This is the first Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

Metzger & Willard, Inc.

Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects

A/E Agreement Effective - July 15, 2021

A/E Agreement Expiration - August 30, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	22070-111	Lift Station 7, 37 Coast Guard, Yacht Club Rehabilitation	Pending	
			Total:	0.00

TASK ORDER NO. 21-01-MW/W(A)
LIFT STATION 7, 37 COAST GUARD, YACHT CLUB REHABILITATION
MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER
AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 22070-111

This Task Order No. 21-01-MW/W(A) is made and entered into this _____ day of _____, 2022, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated July 15, 2021 ("Agreement") between Metzger & Willard, 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

This project will rehabilitate, harden, and increase the resiliency and efficiency of Lift Stations 7 & 37 (Coast Guard & Yacht Club Estates) most recently rehabilitated in 1984 & 1985, respectively.

Lift Station 37 ("LS 37" - Yacht Club Estates - 1005A 79th Street South) has been identified within the St. Pete Plan to be at elevated likelihood and risk of service disruption. This project will assess and address resiliency deficiencies and future capacity considerations. The work for LS37 will include mechanical and electrical upgrades for storm hardening. In addition, the work may include the coating or lining of the wetwell. The condition of the gravity inflow main into the wetwell will also be evaluated.

On-site emergency generators are not anticipated to be included within this project. Generator receptacles will be provided for portable electrical service.

The results of the approved Recommendation Report will be used to develop design plans for the review and acceptance of the City. If the results include the complete demolition and replacement of LS 7, a geotechnical evaluation will be performed within the footprint of the proposed lift station and structural design based upon the City's Standard Lift Station details will be performed.

The electrical design will be based on each station being served by a 240V, 3-phase electrical service derived from three (3) individual transformers. An electrical design based on 240V, 3-phase electrical service derived from two (2) transformers (open-delta type transformer connection) is excluded from this proposal.

II. SCOPE OF SERVICES

Task 1 – Project Management

A/E will provide overall project management and coordination to include kickoff meeting, directing technical staff, coordinating with City staff, and supporting preliminary design efforts.

Task 1.01 - Project Management: Prepare and maintain project schedule; organize, conduct, and document the kick-off meeting; prepare monthly reports; prepare and submit monthly invoicing; and perform project coordination.

Task 2 – Data Collection, On-Site Investigation, and Condition Assessments

The objective of this task is to perform on-site investigations at the two existing lift station sites and collect the data necessary to allow for the development of the Recommendation for the lift station improvements.

Task 2.01 - Data Collection and Review: Coordinate with the City to receive copies of the following data, where available:

- Standard Details, Standard Cover Sheet, and other Standard Sheets in AutoCAD, if available.
- Standard Specifications in WORD format, if available.
- Property boundary surveys and/or topographic or special purpose surveys conducted for the Lift Stations 7 and 37 properties.
- All plans that are available for the permanent and temporary stormwater facilities adjacent to the lift station properties.
- Any existing geotechnical investigations that have been conducted for City facilities on the properties.
- All other available utility information (water, sewer, reclaimed) adjacent to the properties.
- Available electrical services to each lift station.
- Collection area and existing force main information, including discharge manhole locations and elevations to facilitate hydraulic calculations and the sizing of the pumps at the new lift-station with growth accounted for to 2050.
- City's estimated growth predictions in the collection areas.
- Documents previously provided include the following:
 - IWRMP
 - 100-year Flood Elevation
 - Recent, historic, and projected 2040 flows
 - City lift station inspection results in Prioritization Spreadsheet
 - Construction plans for Modifications to LS 7 (October 1984)
 - Construction plans for Modifications to LS 37 (May 1985)

Task 2.02 On-Site Investigation - On-site investigation of the existing conditions that affect the pumping station or the on-site piping and existing utilities that may require relocation will be conducted using any information collected and reviewed under Task 2.01.

Perform the following as a part of the on-site investigation for each station, unless otherwise noted:

- a. Visually assess accessible surfaces of concrete and metal surfaces. Use digital photographs/video to document the conditions and capture corrosion observations of the concrete and metal surfaces and the condition of coatings. A video camera on a pole will be used to document conditions from top to lowest possible water level of the wet wells. Qualitative condition assessment observations are subjective and based upon the evaluator's expertise.
- b. Rating conditions using the VANDA® Concrete and Metal Condition Indices through the assessment scoring criteria scale of 1 to 5.
- c. Concrete surface assessment: sounding to listen for discontinuities, penetration measurements with a chipping hammer (find depth to sound material), and surface pH measurements (levels of corrosion attack prevalent). The extent of this activity on internal wet well walls will be dictated by personnel accessibility.
- d. If manned entry is deemed appropriate by initial planning visit, surface penetrating radar (SPR) will be used to measure concrete thickness, identify reinforcement placement, and to investigate for coarse voids and defects.
- e. Install one 0 – 1,000 ppm H₂S gas monitor inside the LS 37 wet well for a period of 1 week. It will be installed during the wet well condition assessment planning visit and will be retrieved one week later. A minimum of two grab samples will be field tested for dissolved sulfide (DS), pH, Oxidation Reduction Potential (ORP), and temperature during installation and retrieval of the monitor.
- f. Coordinate and assess CCTV inspection (by others) of gravity line upstream of LS 37.
- g. Complete drawdown testing of existing pumps to determine existing flow capacity and determine useful life.

Task 3 – Recommendation Report

The objective of this task is to recommend the proposed improvements for Lift Stations 7 and 37. An evaluation of alternatives will consist of the following activities:

Task 3.01 - Draft Recommendation Report

- Develop and evaluate alternatives for the project.

- Provide a summary of the condition assessments.
- Using the City's Lift Station standards, provide recommendations for sizing of pumps, motors, piping, and other equipment.
- Recommendations for Lift Station resiliency and hardening.
- Recommendations for concrete repair, where necessary.
- Recommendations for corrosion protection/prevention.
- Recommendations for odor control at Lift Station 37.
- Recommendations regarding the suitability of reuse of any equipment.
- Recommendations for other site-related facilities including fencing, access, security, landscaping, grading, and lighting.
- Determination conditions for Variable Frequency Drives (VFDs) to operate at the Lift Station 37 site.
- Identification of permitting requirements.
- Prepare a Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC) for the alternatives.
- Prepare a conceptual design and construction schedule for the project.
- Prepare the Table of Contents listing the detailed design specifications required for Construction Documents.
- A/E will prepare exhibits only (no design plan sheets will be prepared). Deliverables will be in PDF format.
- Summarize alternatives and recommendations within a Draft Basis of Design Report for submittal to the City.

Task 3.02 - Review Meeting and Final Recommendation Report

- Conduct Review meeting with City staff following submittal of Draft Recommendation Report including preparation of agenda and subsequent meeting notes.
- Incorporate comments from technical design review workshop and produce final Recommendation Report.

Task 4 – Design Phase

Based upon the Final Recommendation Report, A/E will proceed with the design as follows:

Task 4.01 - 60% Design Phase:

- Technical Specifications: A/E will prepare the Technical Specifications to the 60% level. The specifications will be presented in electronic format for review and comment.
- Plans – 60%: A/E will prepare design drawings to the 60% level for the proposed lift station improvements, in accordance with City design guidelines. City Standard details will be included where appropriate. Electronic copies in portable document

format (*.pdf) will be provided for submittal to the City. Plans will be developed in accordance with City standards. Sheets shall be 11" X 17", with scaling suitable for 24" X 36" sheets.

- Cost Opinion – 60%: A/E will provide take-offs of quantities and perform a preliminary cost opinion for submittal to the City. A 30% contingency will be included in the opinion.
- Workshop – 60%: A/E will participate in a design review workshop with the City at the 60% design level to discuss review comments and answer further questions concerning project design. A/E will address appropriate comments and provide a response to all comments for submittal to the City. A list of all comments with resolution will be provided to the City. Comments will be used to prepare the 90% design effort.

Task 4.02 - 90% Design Phase:

- Technical Specifications: A/E will prepare the Technical Specifications to the 90% level. The specifications will be presented in electronic format for review and comment.
- Plans – 90%: A/E will prepare design drawings to the 90% level for the proposed lift station improvements, in accordance with City design guidelines. City Standard details will be included where appropriate. Electronic copies in portable document format (*.pdf) will be provided for submittal to the City. Plans will be developed in accordance with City standards. Sheets shall be 11" X 17", with scaling suitable for 24" X 36" sheets.
- Cost Opinion – 90%: A/E will provide take-offs of quantities and perform a preliminary cost opinion for submittal to the City. A 20% contingency will be included in the opinion.
- Workshop – 90%: A/E will participate in a design review workshop with the City at the 90% design level to discuss review comments and answer further questions concerning project design. A/E will address appropriate comments and provide a response to all comments for submittal to the City. A list of all comments with resolution will be provided to the City. Comments will be used to prepare the final documents for obtaining bids on the project.

Task 4.03 - Final Design Phase:

- Technical Specifications: A/E will prepare the project Technical Specifications to the final level. The specifications will be presented in electronic format for use in obtaining bids. Specifications will be provided in portable document format (*.pdf) and native files (WORD).

- Plans – Final: A/E will prepare design drawings to the final level for the proposed lift station improvements, in accordance with City design guidelines. City Standard details will be included where appropriate. Electronic copies in portable document format (*.pdf) and native files (AutoCAD) will be provided for submittal to the City. Plans will be developed in accordance with City standards. Sheets shall be 11" X 17", with scaling suitable for 22" X 34" sheets.
- Cost Opinion – Final: MWI will provide take-offs of quantities and perform a preliminary cost opinion for submittal to the City. No contingency will be included in the opinion.

Task 5 – Bid Support

Task 5.01 - Pre-Bid Conference: Attend a pre-bid conference with the City's staff. It is assumed that the two stations will bid as one project.

Task 5.02 - Requests for Information: Review requests for information (RFI) from potential bidders and draft addenda responses as necessary.

Task 5.03 - Bid Review and Recommendation: Evaluate the bidder's proposals and provide the City with a recommendation for award, based upon the bid. It is assumed that the City will have determined if the bids meet City legal and licensing requirements.

Task 6 – Permitting

It is anticipated that permit applications will be prepared during the 60% design level and submitted at the 90% design phase.

Endangered species permitting and/or relocation are outside of this Scope and will be provided as a Supplemental Service if required.

Task 6.01 - FDEP ERP: Florida Department of Environmental Protection *Environmental Resource Permit – Request for Verification of an Exemption (Form 62-330.050(1))* or *Notice of Intent to Use an Environmental Resource General Permit (Form 62-330.402(1))*. Prepare and submit for each site, if required.

- | | |
|------------------------------|---|
| 1. Request for Exemption | \$100 – Paper and Online (Paid by City) |
| 2. General Permit | \$364 – Paper Application (Paid by City) |
| Online application preferred | \$273 – Online Application (Paid by City) |

Task 6.02 - FDEP Collection System: Florida Department of Environmental Protection *Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (Form 62-604.300(3)(a))*. It is anticipated that a permit may be required for the replacement of Lift Station #7. Applicability to be confirmed as a part of the Recommendation Report process.

Stormwater and dewatering discharge permits will be responsibility of the Contractor. City Building Permits will be the responsibility of the Contractor. Appropriate signed and sealed documents will be provided to support this effort.

Task 7 – Public Engagement

Public engagement is vital to the successful completion of this project. Initial community outreach will be conducted in the pre-construction phase.

Task 7.01 - Public Engagement: A/E will attend one (1) virtual pre-construction meeting associated with the Lift Station 37 portion of the project. Lift Station 7 is located within an industrial/institutional area and public comment is unlikely.

Task 8 – Special Procedures

Task 8.01 - Geotechnical Investigation - A/E shall define a scope of work to contract with a geotechnical engineer in the detailed design phase to conduct one (1) boring in the approved location of the new pump station wetwell and an associated geotechnical report. This Project Allowance item shall also include the geotechnical evaluation and geotechnical report. An allowance amount has been included within the Fee Breakdown (Section VII).

Task 8.02 - Structural Engineering – A/E shall define a scope of work to contract with Broadway Engineering (structural engineer) in the detailed design phase to conduct structural engineering design, based upon the City's standard details. This Project Allowance item shall include the structural design. An allowance amount has been included within the Fee Breakdown (Section VII).

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	Duration of the Project
Task 2 – Data Collection, On-Site Investigation, & Condition Assessments	21
Task 3 – Basis of Design Report	
Draft	66
City Review	87
Final (After City Review)	97
Task 4 – Design	
60%	187
City Review	208

90%	253
City Review	274
Final	288
Task 5 – Bid Support (Assumes bid and award period of 6 months)	468
Task 6 – Permitting (Prepare permit applications at 60% level)	TBD
Task 7 – Public Engagement (Anticipated during RECOMMENDATION REPORT phase)	TBD
Task 8 – Special Procedures	TBD

IV. **A/E'S RESPONSIBILITIES**

A/E will provide services described in Section II, Scope of Services.

Lift station designs (wet well sizing, piping, valves, and appurtenances) will be based upon future (2050) requirements. Pump selections will be based upon a five-year window after completion of construction (2030).

V. **CITY'S RESPONSIBILITIES**

The City is responsible for the activities listed below:

- Assign a single point of contact to serve as the City's Project Manager.
- Meet with A/E within two weeks after issuance of the preliminary design report to discuss comments and preferences.
- Coordinate, compile, review, and provide Owner's staff comments as one document on submittals to A/E prior to workshops. Meeting notes will document decisions and directions.
- Attend progress meetings with A/E.
- Provide A/E with all the existing data and documentation as available at no expense to A/E.
- Provide information as indicated in the Data Collection and Review section above.
- Recent video condition (CCTV) of existing gravity main into lift station wet wells.
- Perform pressure wash activities inside wet wells to facilitate the condition assessments.

VI. **DELIVERABLES**

Deliverables include the following items:

Task 1 - Project Management	Invoices, status reports Portable Document Format (*.pdf)
Task 2- Data Collection, On-Site Investigation, & Condition Assessments	N/A
Task 3- Basis of Design Report	Draft Report & Final Report PDF

Task 4- Design	60%, 90%, and Bid Documents PDF/Native – AutoCAD/WORD
Task 5- Bid Support	Addenda Recommendations, Award Recommendation WORD PDF (Signed and Sealed)
Task 6- Permitting	Applications and supporting documents PDF
Task 7- Public Engagement Plan	PDF
Task 8- Special Procedures	Geotechnical Report PDF

VII. A/E'S COMPENSATION

For Tasks 1 through 7, the City shall compensate the A/E the lump sum amount of **\$173,746.42**. For Task 8 - Special Procedures, if determined to be performed, the City shall compensate the A/E the lump sum amount of **\$12,639.33**.

This Task Order establishes an allowance in the amount of **\$10,000.00** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **\$196,385.75**, per Appendix A.

VIII. PROJECT TEAM

The project's key team members include the following:

Prime:	Metzger & Willard, Inc.
Subconsultants:	Thomas Engineers (Electrical & Instrumentation – FKA Tricon) Broadway Engineering, PA (Structural) V&A Consultants (Corrosion Protection and Odor Control) Tierra, Inc. (Geotechnical)

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)

Metzger & Willard, Inc.
(Company Name)

By: Nancy O. Metzger
(Authorized Signatory)

Nancy O. Metzger, Principal
(Printed Name and Title)

Date: July 7, 2022

WITNESSES:

By: Melissa Lawson
(Signature)

Melissa Lawson
(Printed Name)

By: Cynthia Kops-Rainey
(Signature)

Cynitha Kops-Rainey
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Lift Station 7 37 Coast Guard, Yacht Club Rehabilitation
Project Number 22070-111

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal Engineer	Senior Project Manager	Senior Professional Engineer	Professional Engineer	Sr. Inspector	Inspector	Sr. Designer / CAD Technician	Sr. Admin. Asst.	Total Hours	Labor Cost
Direct Salary		\$ 81.74	\$ 53.85	\$ 53.85	\$ 46.35	\$ 28.50	\$ 22.00	\$ 29.40	\$ 21.00		
Multiplier 3.1025		\$ 171.86	\$ 113.22	\$ 113.22	\$ 97.46	\$ 59.93	\$ 46.26	\$ 61.82	\$ 44.16		
Billing Rates ¹		\$ 253.60	\$ 167.07	\$ 167.07	\$ 143.81	\$ 88.43	\$ 68.26	\$ 91.22	\$ 65.16		
TASK											
1	Project Management	24	96						60	180	\$ 26,034.72
2	Data Collection, On-Site Investigation, Condition Assessments	4		56	24	24		8	4	120	\$ 16,934.48
3	Recommendation Report	4		72				32	8	116	\$ 16,483.76
4	Design Phase	4		48				64		116	\$ 14,871.84
5	Bid Support			16				8	4	28	\$ 3,663.52
6	Permitting			24					8	32	\$ 4,530.96
7	Public Engagement			4						4	\$ 668.28
8	Special Procedures			4						4	\$ 668.28
Totals		36	96	224	24	24	0	112	84	600	\$ 83,855.84

II. Fee Calculation

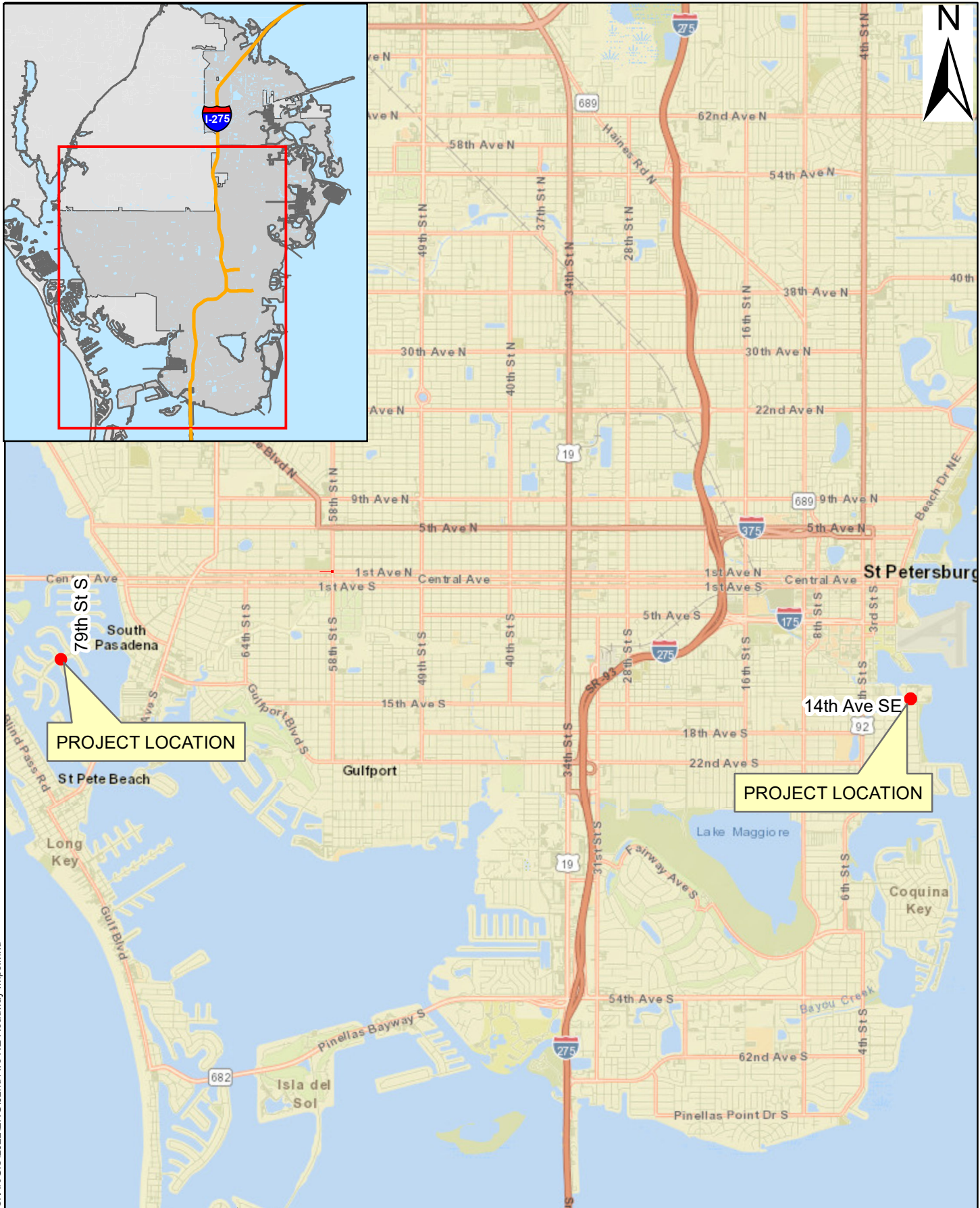
Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$ 26,034.72	\$ 100.00	\$ 4,577.00	\$ 228.85	\$ 30,940.57
2	\$ 16,934.48	\$ -	\$ 26,626.74	\$ 1,331.34	\$ 44,892.56
3	\$ 16,483.76	\$ 50.00	\$ 16,425.02	\$ 821.25	\$ 33,780.03
4	\$ 14,871.84	\$ 100.00	\$ 34,280.68	\$ 1,714.03	\$ 50,966.55
5	\$ 3,663.52	\$ -	\$ 3,908.53	\$ 195.43	\$ 7,767.47
6	\$ 4,530.96	\$ 200.00	\$ -	\$ -	\$ 4,730.96
7	\$ 668.28	\$ -	\$ -	\$ -	\$ 668.28
8	\$ 668.28	\$ -	\$ 11,401.00	\$ 570.05	\$ 12,639.33
Total	\$ 83,855.84	\$ 450.00	\$ 97,218.97	\$ 4,860.95	\$ 186,385.75

III. Fee Limit

Lump Sum Cost	\$186,385.75
Allowance⁴	\$10,000.00
Total:	\$196,385.75

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for: Photocopies, Postage, and other Non-Direct Salary Costs, excluding local mileage and local meals
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



Document Path: S:\ArcGIS\2022\ENG\62nd Ave NE Roadway Imps.mxd

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 6/30/2022

Lift Station 7, 37 Coast Guard, Yacht Club Rehabilitation Project No. 22070-111





-- City of St. Petersburg Authorization Request --

General Authorization

Request #

169046

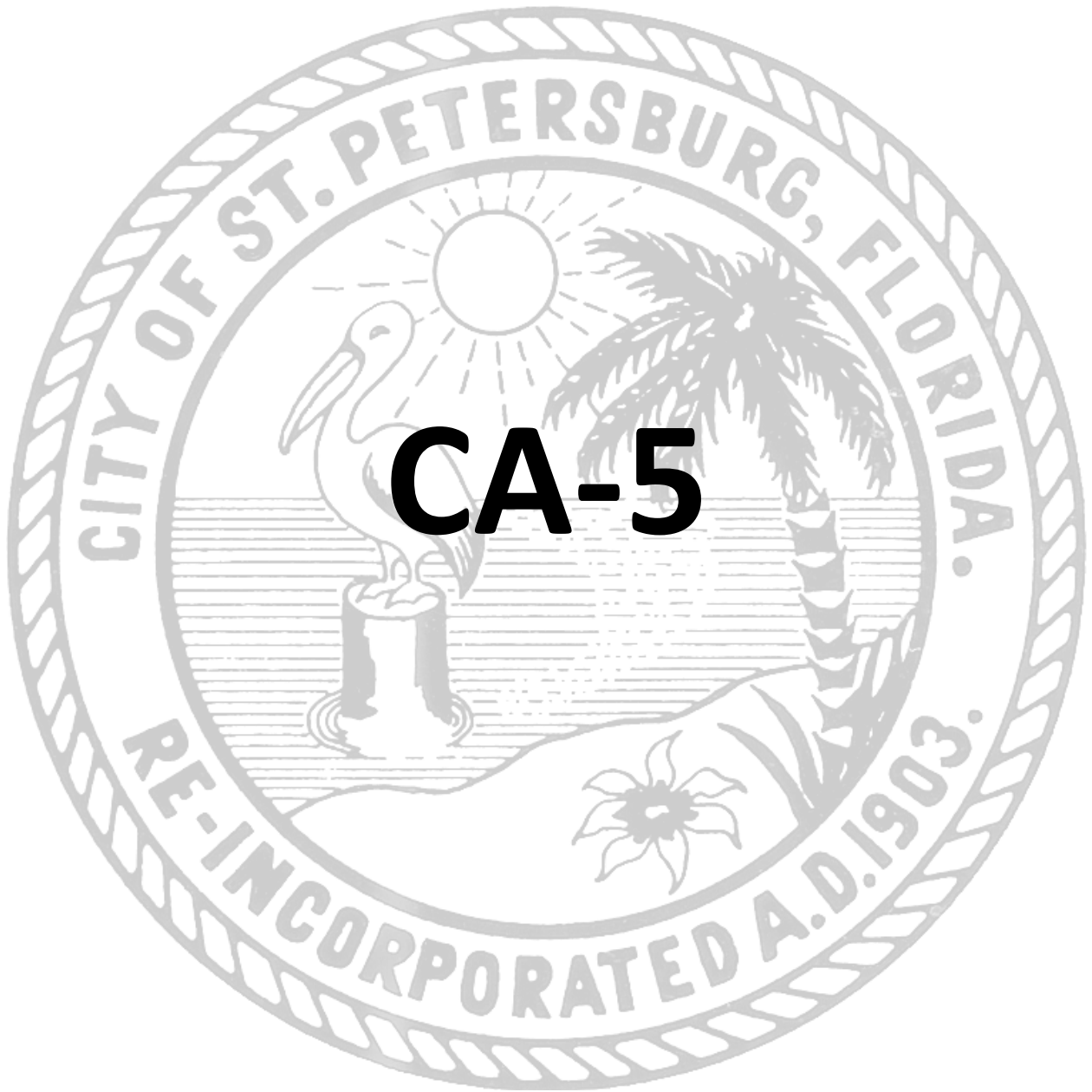
Name:	Carlton, Christy Beth	Request Date:	07-JUL-2022	Status:	APPROVED
--------------	-----------------------	----------------------	-------------	----------------	----------

Authorization Request

Subject:	Council - 7/21
Message:	20071-111 - Metzger Willard - Lift Stations Rehab - Task Order
Supporting Documentation:	20071-111 - Metzger Willard - Lift Stations Rehab - Task Order.pdf

	Approver	Completed By	Response	Response Date	Type
0	Carlton, Christy Beth		SUBMITTED	07-JUL-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	07-JUL-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	07-JUL-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	08-JUL-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21 01 -KHA(A) to the architect/engineering agreement dated June 23, 2021 between the City of St. Petersburg, Florida and Kimley Horn, Inc. (“A/E”) for A/E to provide project management, a lift station siting memorandum, geotechnical services, design and permitting services, and bidding phase services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$100,671.85 (ECID Project No. 22071-111; Oracle No. 18941); and providing an effective date.
Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 21, 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. 21-01-KHA(A) to the architect/engineering agreement dated June 23, 2021 between the City of St. Petersburg, Florida and Kimley Horn, Inc. (“A/E”) for A/E to provide project management, a Lift Station Siting Memorandum, geotechnical services, design and permitting services, and bidding phase services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$100,671.85 (ECID Project No. 22071-111; Oracle No. 18941); and providing an effective date.

EXPLANATION: Lift Station No. 45 Sunlit (located at 650 Elvoca Dr. NE) was rehabilitated in 1990. Lift Station No. 45 has been identified as to have a high likelihood and risk of service disruption and has been prioritized for complete rehabilitation. Lift Station No. 45 experiences frequent flooding in front of station.

The scope of work for Lift Station No. 45 will assess and address resiliency deficiencies and future capacity considerations. The work will include mechanical, electrical upgrades for storm hardening, and evaluate a new wetwell with submersible pumps.

This project is being developed to be implemented as a design/bid/build process, however, based on availability of contractors and materials, alternative construction methods such as utilization of a construction manager may be evaluated.

On June 23, 2021, the City of St. Petersburg, Florida and Kimley Horn, Inc (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

Task Order No. 21-01-KHA(A) in the amount of \$100,671.85 shall provide professional engineering services including but not limited to project management, lift station siting memorandum, geotechnical, final design, permitting, and bidding services. Task Order includes a \$10,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-01-KHA(A) includes the following phases and associated not to exceed costs respectively:

Task Order

Project Management	\$ 6,470.06
Lift Station Siting Memorandum	\$ 18,420.46
Geotechnical Services	\$ 4,709.25
Design and Permitting	\$ 52,479.85
Bid Phase Services	\$ 8,592.23
Allowance	\$ 10,000.00
Total	\$ 100,671.85

A/E services during the construction phase and contractor costs for the construction will be provided to Council for approval as an Amendment to this Task Order.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 21-01-KHA(A) to the architect/engineering agreement dated June 23, 2021 between the City of St. Petersburg, Florida and Kimley Horn, Inc. (“A/E”) for A/E to provide project management, a Lift Station Siting Memorandum, geotechnical services, design and permitting services, and bidding phase services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$100,671.85 (ECID Project No. 22071-111; Oracle No. 18941); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), LST #45 Rehabilitation FY22 Project (18941).

ATTACHMENTS: Resolution
Task Order No. 21-01-KHA(A)
Map

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-01-KHA(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JUNE 23, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KIMLEY HORN, INC. ("A/E") FOR A/E TO PROVIDE PROJECT MANAGEMENT, A LIFT STATION SITING MEMORANDUM, GEOTECHNICAL SERVICES, DESIGN AND PERMITTING SERVICES, AND BIDDING PHASE SERVICES RELATED TO THE LIFT STATION NO. 45 SUNLIT REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$100,671.85 (ECID PROJECT NO. 22071-111; ORACLE NO. 18941); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Kimley Horn, Inc. ("A/E") executed an architect/engineering agreement on June 23, 2021 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No. 21-01-KHA(A) for A/E to provide project management, a lift station siting memorandum, geotechnical services, design and permitting services, and bidding phase services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$100,671.85, which amount includes a \$10,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 21-01-KHA(A) to the architect/engineering agreement dated June 23, 2021 between the City of St. Petersburg, Florida and Kimley Horn, Inc. ("A/E") for A/E to provide project management, a lift station siting memorandum, geotechnical services, design and permitting services, and bidding phase services related to the Lift Station No. 45 Sunlit Rehabilitation Project in an amount not to exceed \$100,671.85.

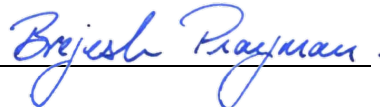
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00630047

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: July 21, 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: Kimley-Horn and Associates
Task Order No. 21-01-KHA(A) in the amount of \$100,671.85

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 rehabilitation, hardening and improving the efficiency of Lift Station 45 – Sunlit Shores.

Kimley-Horn and Associates satisfactorily completed similar work under previous A/E Annual Master Agreements in 2012 and is familiar with the City Standards.

Kimley-Horn and Associates has significant experience in the condition assessment, design, permitting and construction phase activities of lift stations.

This is the first Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

Kimley Horn & Associates, Inc.

Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects

A/E Agreement Effective - July 23, 2021

A/E Agreement Expiration - August 30, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	22071-111	Lift Station 45 Sunlit Shores Rehabilitation	Pending	
			Total:	0.00

TASK ORDER NO. 21-01-KHA(A)
LIFT STATION 45 SUNLIT SHORES REHABILITATION
POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 22071-111

This Task Order No. 21-01-KHA(A) is made and entered into this ____ day of _____, 2022, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS dated June 15, 2021 ("Agreement") between Kimley-Horn and Associates, 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 goal of this project is to rehabilitate, harden, and improve the resiliency and efficiency of Lift Station 45 - Sunlit Shores (LS 45). Based on recent assessments, LS 45 has an elevated likelihood and risk of service disruption. The project will assess and address resiliency deficiencies and future capacity considerations.

LS 45 site experiences frequent flooding. The layout of LS 45 impedes operations and maintenance such as a split style wet well which prevents staff from seeing the risers. Also, the equipment is older and beyond their service life.

II. SCOPE OF SERVICES

Task 1 – Project Management

A/E will provide overall project management and coordination to include kickoff meeting, directing technical staff, coordinating with City staff, and supporting preliminary design efforts.

Task 1.01 - Project Management: Prepare and maintain project schedule; organize, conduct, and document the kick-off meeting; prepare monthly reports; prepare and submit monthly invoicing; and perform project coordination.

Task 2 – Lift Station Siting Memorandum

The A/E will prepare a Siting Memorandum prior to proceeding with the design plans and specifications for LS 45 to coordinate the location, landscaping, and screening elements for the City's public meeting and outreach.

The following sub-tasks will be completed for the Memorandum:

Task 2.01 - Alternatives. The A/E will prepare up to three alternatives for the LS 45 location and configuration. The alternatives will cover the implementation of the City's standard

details, location options and necessary modifications for hardening, resiliency, and redundancy. The A/E will summarize the results and present the City an exhibit for each configuration and a list of advantages and disadvantages. The following are anticipated improvements for the proposed LS 45 following the City's standards:

- a) Proposed wetwell with submersible pumps
- b) Above-ground piping and valve assemblies
- c) Elevated electrical platform for resiliency

Task 2.02 - Isometric Renderings. The A/E will prepare isometric renderings of the outside landscaping, elevated electrical structure, and fencing for the LS 45 alternatives for public engagement and discussion of alternatives, up to three isometric renderings will be provided, inclusive of landscaping and general site layout. Renderings of piping and mechanical details will be completed within the design phase.

Task 2.03 - Conceptual Opinion of Probable Cost (OPC). The A/E will prepare a conceptual OPC for each alternative for budgetary purposes.

Task 2.04 - Technical Memorandum. The A/E will draft a Memorandum summarizing the siting alternatives and will submit to City staff for review. Following the City comments from the initial draft, the draft Memorandum will be revised and resubmitted.

Task 2.05 - The City will schedule a public meeting to discuss the project, which the A/E will attend and provide the isometric renderings as 24" x 36" posters. In addition, the A/E will provide a description of the project and be available for public comment or questions.

Task 3 – Geotechnical Services

The A/E's Geotechnical Engineer will provide geotechnical exploration services. Services include two (2) standard penetration test (SPT) borings, one to a depth of 20' and one to a depth of 40'. See the attached Geotechnical proposal in Appendix B for additional description of the scope of services.

Task 4 – Design and Permitting

Using the information gathered in Task 2, the A/E shall prepare will prepare the design plans and specifications for the LS 45 and submit for permitting. Existing utility information provided by the utility companies will be used in conjunction with the survey and geotechnical report. The following sub-tasks will be completed to support the Design and Permitting:

Task 4.01 - Data Collection and Review. The A/E will collect, organize, and review existing data from the following sources:

- a) St. Pete Water Plan
- b) 100-Year Floodplain (Currently EL 9.0)
- c) Existing and Projected 2040 flows

- d) City Lift Station Inspection results in Prioritization Spreadsheet
- e) Site Assessment and Draw Down Test to be completed by the A/E with City Coordination

Task 4.02 - The A/E will prepare a 30% submittal package and submit to the City for review electronically via e-mail. The 30% submittal package will include design plans, a topographic survey, the geotechnical report, supporting design calculations and the preliminary opinion of probable cost (OPC). The 30% design plans will include the following:

- a) Standard City Cover Sheet
- b) General Notes
- c) Demolition Plan
- d) Site Plan
- e) Mechanical Plans and Details

Task 4.03 - The A/E will schedule and attend a 30% review meeting with the City to discuss the City's comments. A/E will provide a sign-in sheet and agenda for the meeting. Following the meeting, meeting minutes will be provided to the project team for review and comment. The final meeting minutes will be submitted electronically via e-mail.

Task 4.04 - The A/E will prepare a 60% design package and submit to the City for review. The 60% design package will include plans, specifications, and OPC. The 60% design plans will include the following:

- a) Standard City Cover Sheet
- b) General Notes
- c) Demolition Plan
- d) Site Plan
- e) Grading and Drainage Plan
- f) Mechanical Plans and Details
- g) Structural Plans and Details
- h) Landscaping and Irrigation Plans and Details
- i) Electrical and I&C Plans and Details (See Appendix C for additional description of the scope of services)

Task 4.05 - The A/E will prepare isometric renderings of LS 45 alternatives for public engagement and discussion of alternatives, up to three isometric renderings will be provided, inclusive of landscaping and general site layout.

Task 4.06 - The A/E will schedule and attend a 60% review meeting with the City to discuss the City's comments. A/E will provide a sign-in sheet and agenda for the meeting. Following the meeting, meeting minutes will be provided to the project team for review and comment. The final meeting minutes will be submitted electronically via e-mail.

Task 4.07 - The A/E will prepare a 90% submittal package and submit to the City for review, based on the comments received from the 60% review meeting. The 90% submittal package will include plans, specifications, and OPC.

Task 4.08 - The A/E will schedule and attend a 90% review meeting with the City to discuss the City's comments. A/E will provide a sign-in sheet and agenda for the meeting. Following the meeting, meeting minutes will be provided to the project team for review and comment. The final meeting minutes will be submitted electronically via e-mail.

Task 4.09 - The A/E will prepare and submit the Florida Department of Environmental Protection (FDEP) individual collections system permit, Form 62-604.300(8)a, including the necessary supporting documentation. The City will pay with required permitting fee directly.

Task 4.10 - The A/E will prepare a 100% submittal package and submit to the City for review, based on the comments received from the 90% review meeting. The 100% submittal package will include plans, specifications, and OPC.

Task 4.11 - The City will schedule a second public meeting to discuss the project, which the A/E will attend and provide the isometric renderings as 24" x 36" posters. In addition, the A/E will provide a description of the project and be available for public comment or questions.

Task 5 – Bid Phase Services

The City has requested that the A/E provide bidding assistance during the public bid period, but to provide limited construction phase services in a separate task order. The following sub-tasks will be completed to support the Bid Phase Services:

Task 5.01 - Construction Packages. A/E will prepare construction packages consisting of plans, permits, and specifications in CSI format.

Task 5.02 - Pre-Bid Conference. A/E will attend a Pre-Bid Conference.

Task 5.03 - Bid Clarifications and Interpretations. A/E will respond to reasonable and appropriate Bidder requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by the City.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed. Continue this section by adding timeframes for individual tasks, i.e.

Number of Days from NTP

Lift Station Siting Memorandum	60
City Review	90
Final Memorandum Submittal	104
30% Design Submittal	149
City Review	179
60% Design Submittal	224
City Review	254
90% Design Submittal	284
City Review	314
100% Design Submittal	328

*Task 3 - Geotechnical Services will be completed in Parallel with the Design Submittals

IV. A/E'S RESPONSIBILITIES

A/E is responsible for completing the scope of services outlined in Section II and according to the schedule in Section III.

V. CITY'S RESPONSIBILITIES

The City is responsible for the activities listed below:

- Assign a single point of contact to serve as the City's Project Manager.
- Provide Owner's comments and input on submittals to A/E during review meetings and workshops. Meeting notes will document decisions and directions.
- Coordinate and schedule the Owner's staff for review meetings and ensure all comments and input are provided prior to the review meeting or at the review meeting.
- Provide A/E with all the existing data and documentation as available
- Provide information as indicated in the Data Collection and Review section above.
- Provide the completed signed and sealed survey for the proposed lift station site and associated CAD files.

VI. DELIVERABLES

Task 2 – Lift Station Siting Memorandum – file submitted electronically in PDF format. Word File available on request.

Task 3 – Geotechnical Services – Geotechnical Report submitted electronically in PDF Format.

Task 4 – Design and Permitting - Design Plans and Specifications submitted electronically in PDF format at each phase. AutoCAD (.dwg), Revit (.rvt) and Word files will also be available on request.

Task 5 – Bidding Phase – Assistance in responding to RFI's via email. Review of contractor submittals.

VII. A/E'S COMPENSATION

For Tasks 1 through 4, the City shall compensate the A/E the lump sum amount of **\$90,671.85**.

This Task Order establishes an allowance in the amount of **\$10,000.00** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional service shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **\$100,671.85** per Appendix A.

VIII. PROJECT TEAM

Kimley-Horn and Associates, Inc – Prime
Thomas Engineering – Electrical and I&C Subconsultant
Ardaman and Associates, Inc. – Geotechnical Subconsultant

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: _____
Chandrahasa 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)

KIMBLEY-HORN AND ASSOC., INC.
(Company Name)

WITNESSES:

By: _____
(Authorized Signatory)

By: _____
(Signature)

JORDAN WALKER, P.E. - ASSOCIATE
(Printed Name and Title)

Michael Semago
(Printed Name)

Date: 7-1-22

By: _____
(Signature)

Glen A. Gary
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Lift Station 45 Sunlit Shores Rehabilitation
City Project No. 22071-111

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal	Project Manager	Engineer Intern	Designer/ Draftsman	Senior Landscape Architect	Project Landscape Architect	Landscape Designer	Administrative Professional	Administrative Clerical	Total Hours	Labor Cost
Direct Salary		\$ 83.16	\$ 66.53	\$ 42.34	\$ 39.31	\$ 63.50	\$ 51.41	\$ 36.28	\$ 30.24	\$ 21.16		
Multiplier 3.3067		\$ 191.83	\$ 153.47	\$ 97.67	\$ 90.68	\$ 146.48	\$ 118.59	\$ 83.69	\$ 69.76	\$ 48.81		
Billing Rates ¹		\$ 274.99	\$ 220.00	\$ 140.01	\$ 129.99	\$ 209.98	\$ 170.00	\$ 119.97	\$ 100.00	\$ 69.97		
TASK												
1	Project Management	2	12	20					2	4	40	\$ 6,470.06
2	Lift Station Siting Memorandum		34	62		2	8		2	4	112	\$ 18,420.46
3	Geotechnical Services										0	\$ -
4	Design and Permitting	4	60	110	50	4	10	16			254	\$ 40,660.00
5	Bid Phase Services		14	22	4						40	\$ 6,680.18
Totals		6	120	214	54	6	18	16	4	8	446	\$ 72,230.70

II. Fee Calculation

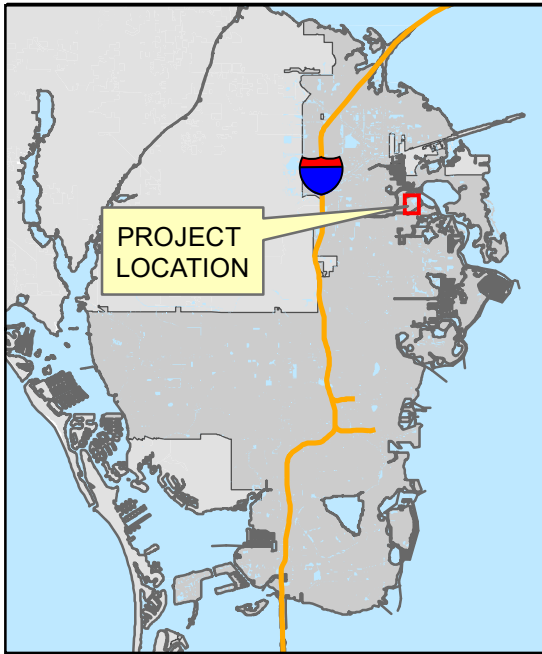
Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$ 6,470.06	\$ -	\$ -	\$ -	\$ 6,470.06
2	\$ 18,420.46	\$ -	\$ -	\$ -	\$ 18,420.46
3	\$ -	\$ -	\$ 4,485.00	\$ 224.25	\$ 4,709.25
4	\$ 40,660.00	\$ -	\$ 11,257.00	\$ 562.85	\$ 52,479.85
5	\$ 6,680.18	\$ -	\$ 1,821.00	\$ 91.05	\$ 8,592.23
Total	\$ 72,230.70	\$ -	\$ 17,563.00	\$ 878.15	\$ 90,671.85

III. Fee Limit

Lump Sum Cost	\$90,671.85
Allowance ⁴	\$10,000.00
Total:	\$100,671.85

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for:
3. Includes XX percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.




Document Path: S:\ArcGIS\2022\ENG\62nd Ave NE Roadway Imps.mxd

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 5/3/2022

Lift Station 45 Sunlit Shores Rehabilitation
Project No. 22071-111



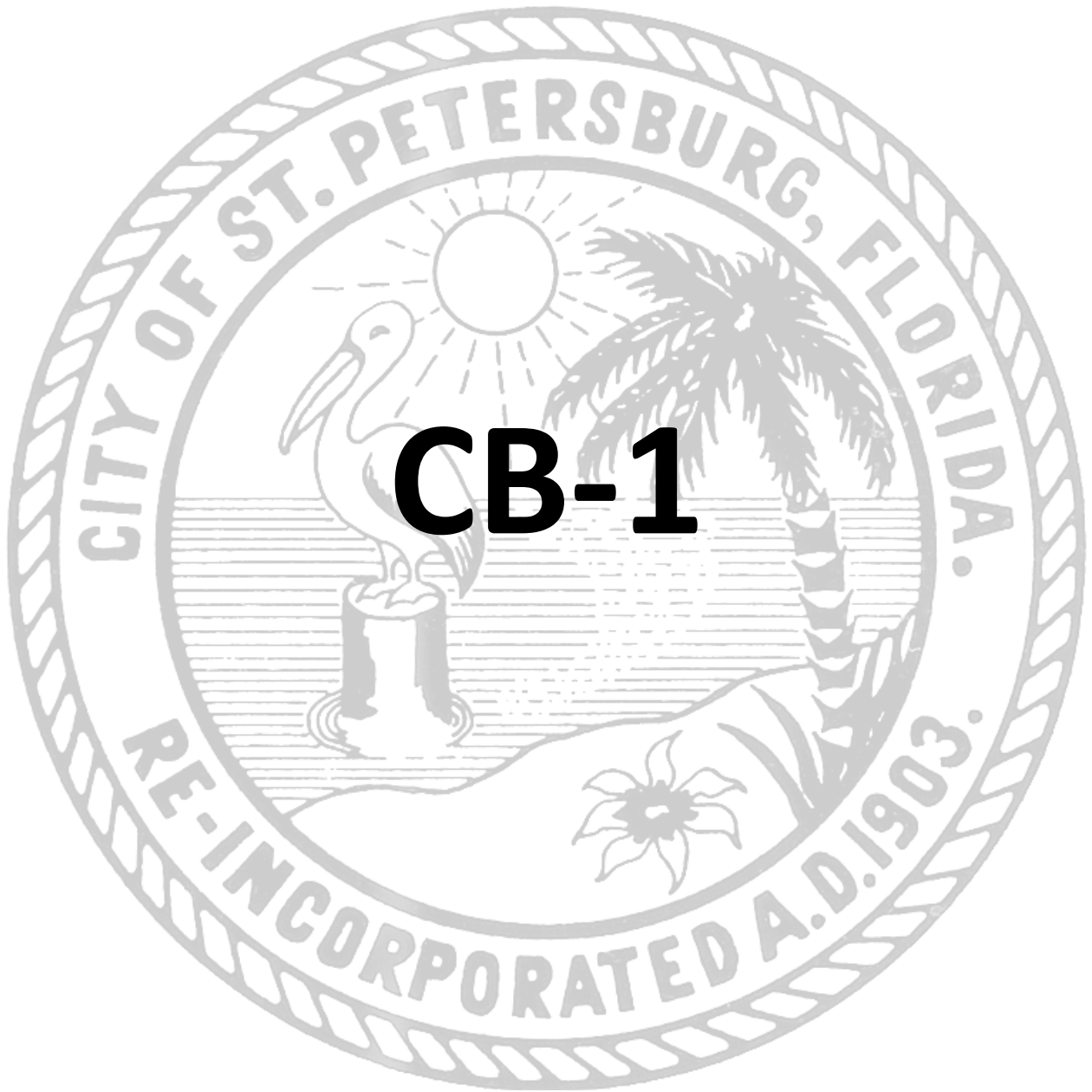
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					169052
Name:	Carlton, Christy Beth	Request Date:	07-JUL-2022	Status:	APPROVED

Authorization Request	
Subject:	Council -7/21
Message:	22071-111 - Kimley Horn - LS 45 Sunset Rehab - Task Order
Supporting Documentation:	22071-111 - Kimley Horn - LS 45 Sunset Rehab - Task Order.pdf

	Approver	Completed By	Response	Response Date	Type
0	Carlton, Christy Beth		SUBMITTED	07-JUL-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	07-JUL-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	07-JUL-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	08-JUL-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Motorola Solutions, Inc., a sole source supplier, for maintenance of communication consoles for the Police Department, at an estimated annual cost of \$133,500 per year, for a total contract amount of \$400,500.

Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 21, 2022

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

Subject: Approving a three-year blanket purchase agreement with Motorola Solutions, Inc., a sole source supplier, for maintenance of communication consoles for the Police Department, at an estimated annual cost of \$133,500 per year, for a total contract amount of \$400,500.

Explanation: The vendor will provide 24/7 preventative maintenance, upgrades and troubleshooting for one microwave hop and 25 dispatch consoles, which are part of the county-owned public safety response system. The system provides continuous radio communication for officers in the field, including notifications of potential danger or threats through specific codes and audible indicators. Each law enforcement agency in the county is responsible for maintenance, upgrades and repairs of their respective system equipment.

Since Motorola Solutions Inc. is the system-wide public safety response system for Pinellas County, a sole source procurement is recommended.


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

Motorola Solutions, Inc. (Chicago, IL) \$400,500
(three years @ \$133,500 per year)

This purchase is 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. Motorola Solutions, Inc. currently provides these services to the City and has performed satisfactorily. The agreement will be effective from date of approval through September 30, 2025.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department, Communications Division (140-1421).

Attachments: Sole Source
Resolution

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					161124
Name:	West, Pamela Mabesa	Request Date:	11-MAY-2022	Status:	APPROVED

Authorization Request	
Subject:	Motorola Solutions - Sole Source
Message:	This is a request to sole source operational and maintenance services to be provided by Motorola. This is renewal of a 3 year service agreement. The current BPA No. 227867 for Police consoles equipment maintenance will expire on September 30, 2022.
Supporting Documentation:	MOTOROLA SOLUTIONS - SOLE SOURCE.pdf

	Approver	Completed By	Response	Response Date	Type
0	West, Pamela Mabesa		SUBMITTED	11-MAY-2022	
1	McDonald, Michael L	McDonald, Michael L	APPROVE	11-MAY-2022	User Defined
2	Dewar, Karen M	Swinson, Stephanie Nicole	APPROVE	18-MAY-2022	User Defined
		Note:	The radios and consoles are essential for providing radio support to align with Pinellas County systems.		
3	Malone, David Earl	Malone, David Earl	APPROVE	18-MAY-2022	User Defined

Resolution No. _____

A RESOLUTION DECLARING MOTOROLA SOLUTIONS, INC. TO BE A SOLE SOURCE SUPPLIER OF COMMUNICATION CONSOLE MAINTENANCE SERVICES; ACCEPTING THE PROPOSAL AND APPROVING A THREE YEAR BLANKET PURCHASE AGREEMENT FOR THE PURCHASE OF COMMUNICATION CONSOLE MAINTENANCE SERVICES FROM MOTOROLA SOLUTIONS, INC. FOR THE POLICE DEPARTMENT AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$400,500; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Administration desires to purchase communication console maintenance services for the Police Department; and

WHEREAS, Motorola Solutions, Inc. is the only system-wide public safety response system for Pinellas County; and

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

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Police Department, recommends approval of this award to Motorola Solutions, 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 Motorola Solutions, Inc. is declared to be a sole source supplier of communication console maintenance services.

BE IT FURTHER RESOLVED that the proposal is hereby accepted and a three year blanket purchase agreement for the purchase of communication console maintenance services from Motorola Solutions, Inc. for the Police Department at a total contract amount not to exceed \$400,500 is hereby approved.

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

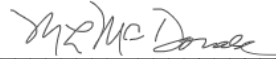
This Resolution shall become effective immediately upon its adoption.


LEGAL:

/s/Ben James

00628912

DEPARTMENT:

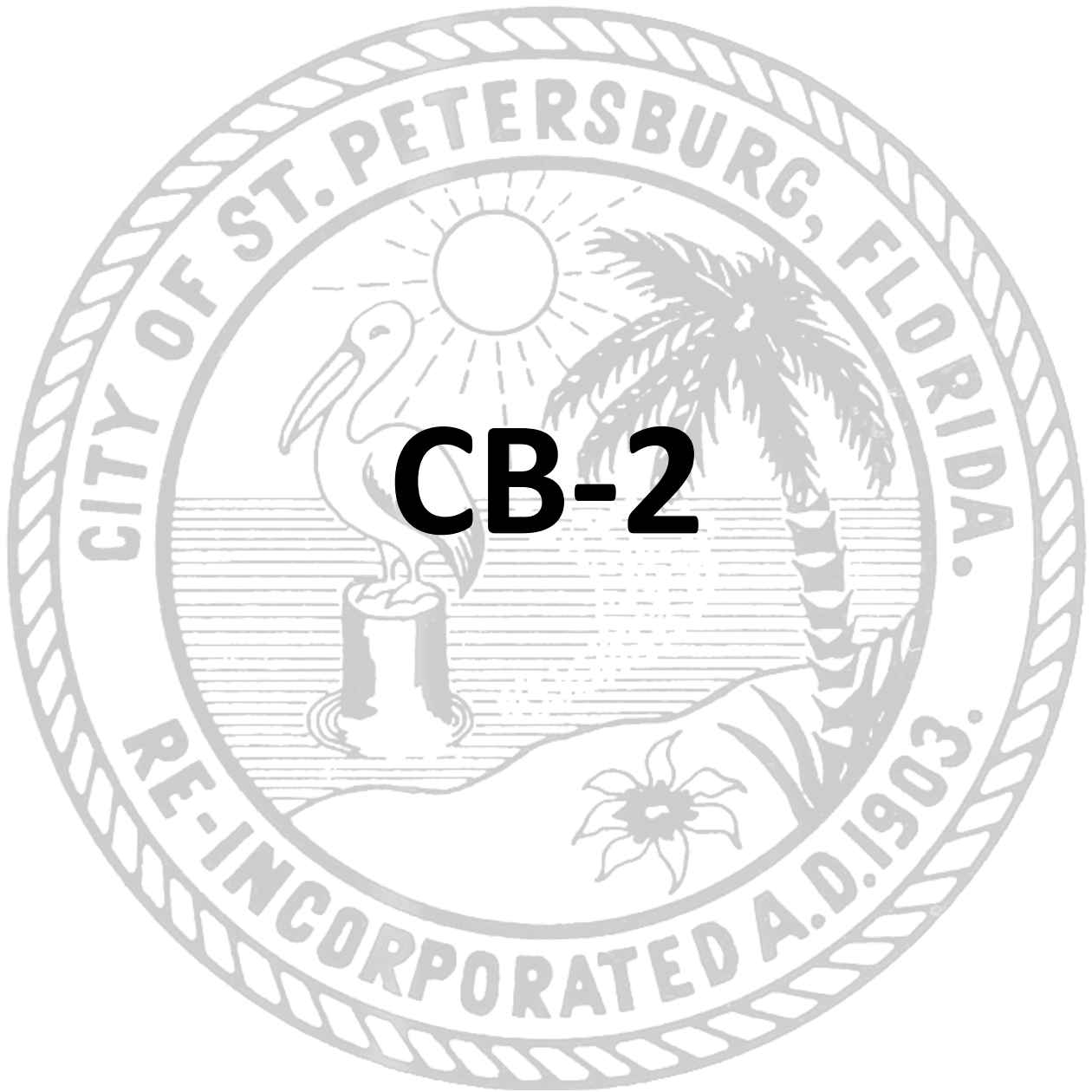


 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					168441
Name:	Pocengal, Nicholas W	Request Date:	01-JUL-2022	Status:	APPROVED

Authorization Request	
Subject:	Equipment Maint., Police Consoles, July 21 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Equipment Maint., Police Consoles, scheduled to go before City Council on July 21, 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-JUL-2022	
1	Wahl, Margaret Brown	Stanford, Lance N	APPROVE	01-JUL-2022	User Defined
2	McDonald, Michael L	McDonald, Michael L	APPROVE	01-JUL-2022	User Defined

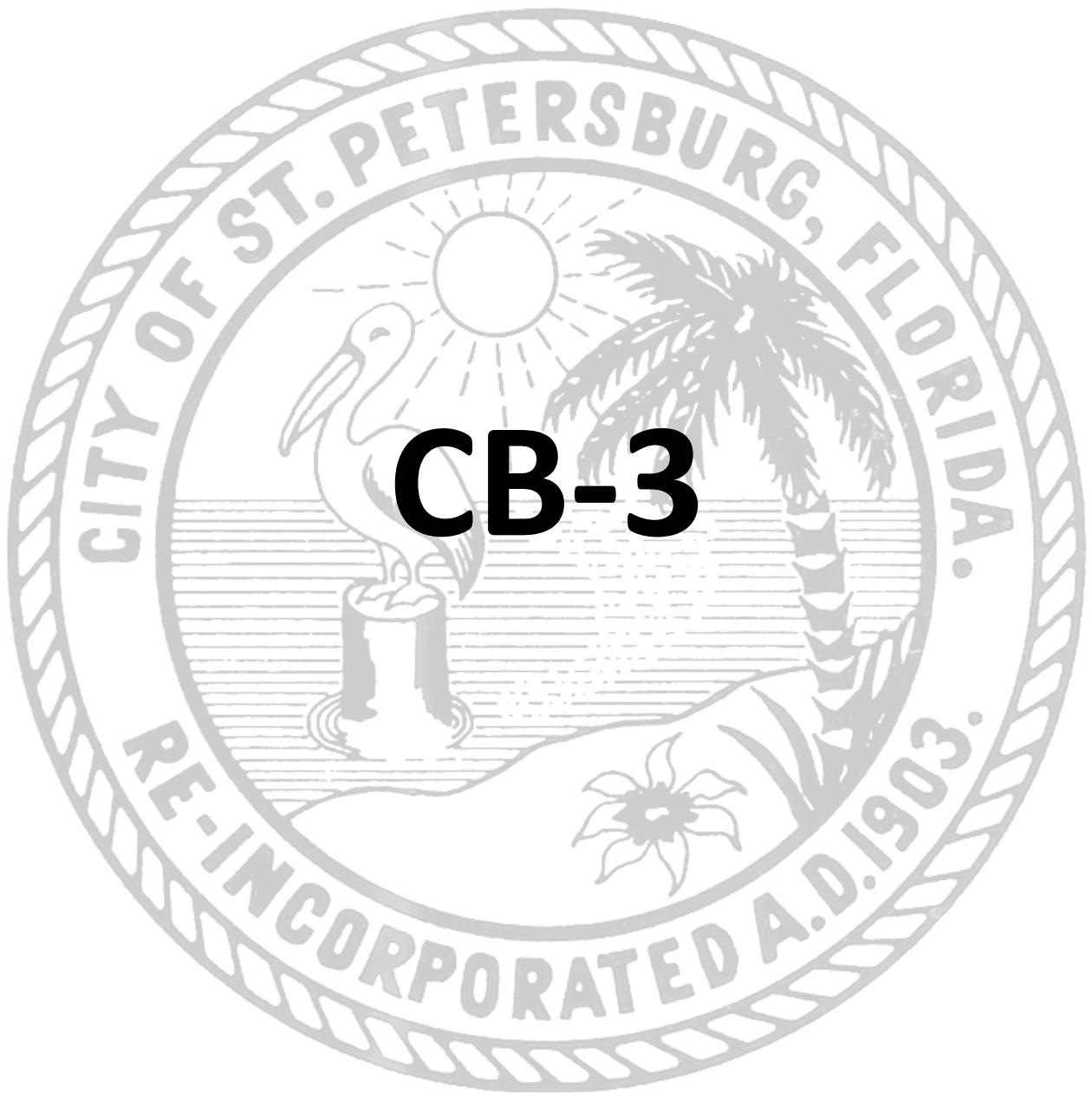
The following page(s) contain the backup material for Agenda Item: Accepting a proposal and approving the award of a two-year agreement with Capitol Counsel LLC for Consulting, Federal Governmental Relations Services at a not to exceed contract amount of \$240,000; approving a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001), to the Mayors Office Department, Mayors Office Division (020-1005); and approving an effective date.
[MOVED TO REPORTS AS ITEM F-2]
Please scroll down to view the backup material.



CB-2

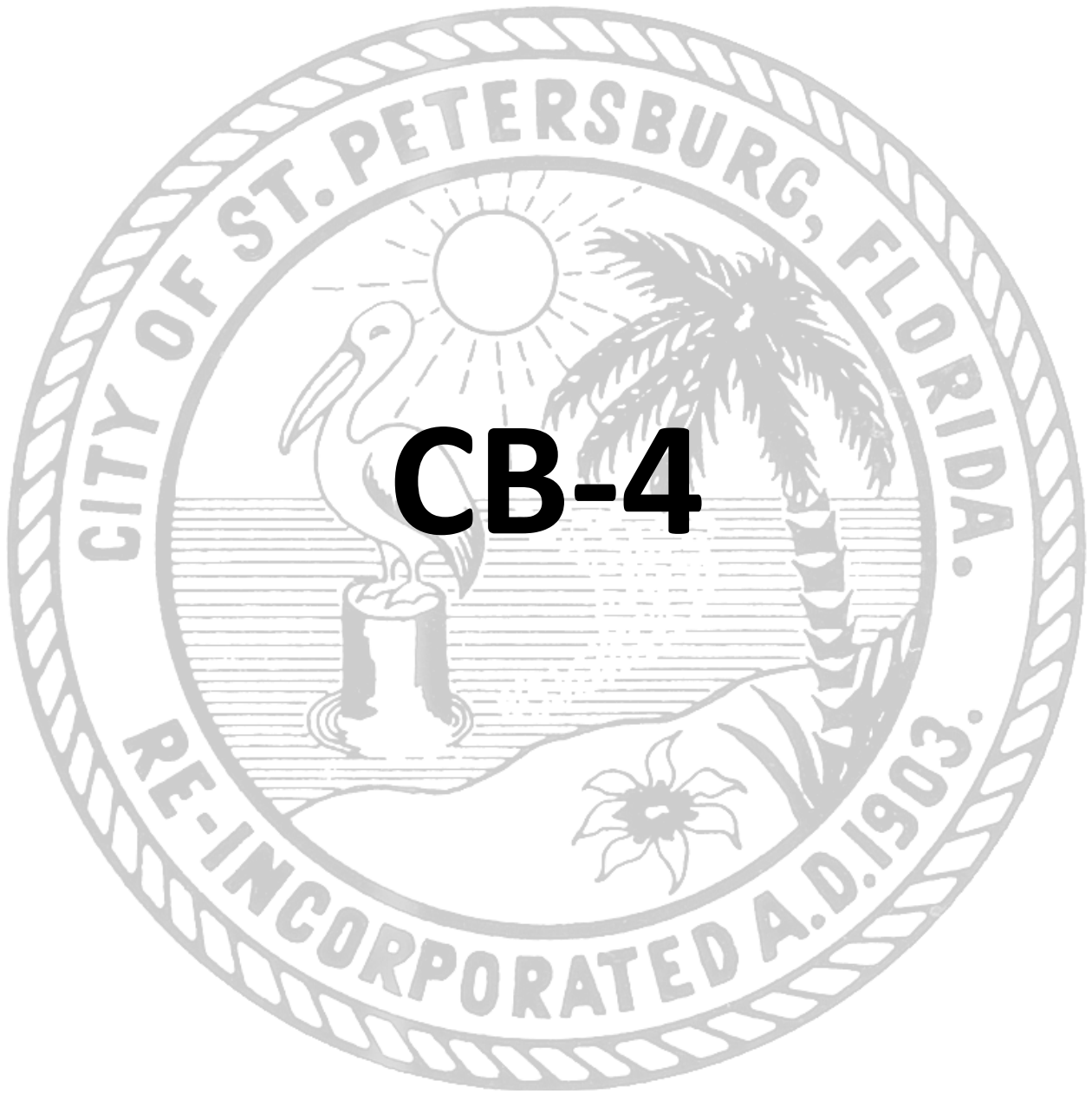
The following page(s) contain the backup material for Agenda Item: Approving a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005) to provide funding for a one-year agreement with The Southern Group of Florida, Inc. for Consulting, State Governmental Relations Services; and approving an effective date.

Please scroll down to view the backup material.



CB-3

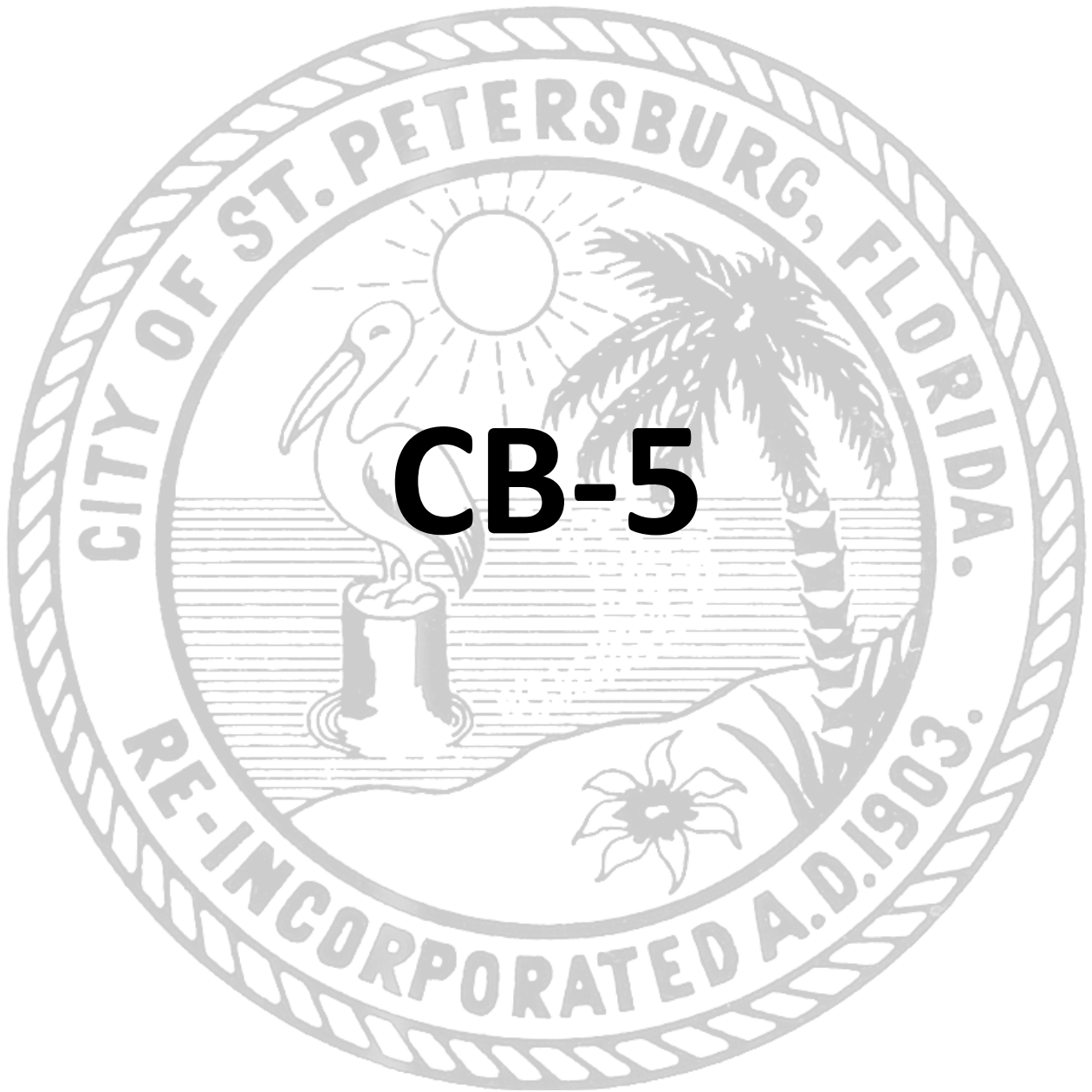
The following page(s) contain the backup material for Agenda Item: Approving an agreement between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce, Inc. for the City to provide funding in an amount not to exceed \$96,000 to be used by the Chamber to provide services related the St. Petersburg Greenhouse.
Please scroll down to view the backup material.



CB-4

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept additional State Housing Initiative Partnership (“SHIP”) Program funding in the amount of \$58,124 resulting from the Florida Housing Finance Corporation (“FHFC”) release of unallocated disaster recovery funding; approving a supplemental appropriation in the amount of \$58,124 from the increase in the unappropriated balance of the Local Housing Assistance Fund (1019); resulting from additional revenue to be received during FY 2021/22, to the Housing and Community Development Department, Administration Division (082-1089); and providing an effective date.

Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 21, 2022

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept additional State Housing Initiative Partnership (“SHIP”) Program funding in the amount of \$58,124 resulting from the Florida Housing Finance Corporation (“FHFC”) release of unallocated disaster recovery funding; approving a supplemental appropriation in the amount of \$58,124 from the increase in the unappropriated balance of the Local Housing Assistance Fund (1019), resulting from additional revenue to be received during FY 2021/22, to the Housing and Community Development Department, Administration Division (082-1089); and providing an effective date.

EXPLANATION: The State Housing Initiatives Partnership (“SHIP”) Program was created through the William E. Sadowski Affordable Housing Act, pursuant to Chapter 420.907 – 420.9079, Florida Statutes (“Act”), for the purpose of providing assistance through the transfer of funds from documentary stamps generated from the sale of residential properties to the Florida Housing Finance Corporation (“FHFC”) for use by local governments in implementing SHIP Programs to produce and preserve affordable housing. During the 2021 regular session, the Florida Legislature appropriated \$146,700,000 in SHIP funds, of which approximately \$5,000,000 was set aside for disaster recovery, for distribution to local governments to implement their SHIP Programs, providing affordable housing opportunities to residents of the City of St. Petersburg.

To receive SHIP funds from the State, eligible municipalities must develop affordable housing strategies (“Strategies”) and must submit a SHIP Local Housing Assistance Plan (“Plan”) a minimum of every three years and a Local Housing Incentive Plan annually to the FHFC to be eligible to receive funding. On August 5, 2021, City Council by Resolution Number 2021-344, accepted an allocation of \$1,795,112 from the FHFC and budgeted the funds to address strategies in its Local Housing Assistance Plan to assist eligible applicants during implementation of its FY 2021/22 SHIP Program.


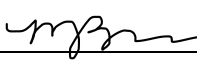
As a result of the disaster recovery funds not being allocated during FY 2021/22, the FHFC has released \$4,362,841 to local governments to increase their SHIP allocations to be used in accordance with their plans. Accordingly, the City is scheduled to receive an additional \$58,124 in SHIP funding, where SHIP allows that 10% (\$5,812) of the allocation may be used for administrative costs, leaving \$52,312 to continue to implement the housing strategies as identified in the City’s Plan.

RECOMMENDATION: A resolution authorizing the Mayor or his designee to accept additional State Housing Initiative Partnership (“SHIP”) Program funding in the amount of \$58,124 resulting from the Florida Housing Finance Corporation (“FHFC”) release of unallocated disaster recovery funding; approving a supplemental appropriation in the amount of \$58,124 from the increase in the unappropriated balance of the Local Housing Assistance Fund (1019), resulting from additional revenue to be received during FY 2021/22, to the Housing and Community Development Department, Administration Division (082-1089); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of \$58,124 will be received from Florida Housing Finance Corporation ("FHFC"). Funds will be available after the approval of a supplemental appropriation in the amount of \$58,124 from the increase in the unappropriated balance of the Local Housing Assistance Fund (1019), resulting from these additional revenues, to the Housing and Community Development Department, Administration Division (082-1089).

ATTACHMENTS: Resolution

APPROVALS:

Administration:  Budget: 

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT ADDITIONAL STATE HOUSING INITIATIVE PARTNERSHIP (“SHIP”) PROGRAM FUNDING IN THE AMOUNT OF \$58,124 RESULTING FROM THE FLORIDA HOUSING FINANCE CORPORATION (“FHFC”) RELEASE OF UNALLOCATED DISASTER RECOVERY FUNDING; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$58,124 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE LOCAL HOUSING ASSISTANCE FUND (1019); RESULTING FROM ADDITIONAL REVENUE TO BE RECEIVED DURING FY 2021/22, TO THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, ADMINISTRATION DIVISION (082-1089); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Housing Initiatives Partnership (“SHIP”) Program was created through the William E. Sadowski Affordable Housing Act, and provides the State of Florida transfer documentary stamp revenues to the Florida Housing Finance Corporation (“FHFC”) and local governments for use in implementing programs to produce and preserve affordable housing; and

WHEREAS, the Florida Legislature appropriated \$146,700,000 to the SHIP Program, of which approximately \$5,000,000 was set aside for disaster recovery; and

WHEREAS, the City approved Resolution Number 2021-344 on August 5, 2021 to accept \$1,795,112 in FY 2021/22 funding to budget activities for its SHIP Program; and

WHEREAS, as a result of the disaster recovery funds not being allocated during FY 2021/22, FHFC has released \$4,362,841 to local governments to increase their SHIP allocations to be used in accordance with their plans; and

WHEREAS, the City has been allocated an additional \$58,124 in SHIP funding from the Florida Housing Finance Corporation (“FHFC”); and

WHEREAS, SHIP allows that 10% (\$5,812) of the allocation may be used for administrative costs, leaving \$52,312 to continue to implement the housing strategies as identified in the City’s plan; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of St. Petersburg, Florida, that a resolution authorizing the Mayor or his designee to accept additional State Housing Initiative Partnership ("SHIP") Program funding in the amount of \$58,124 resulting from the Florida Housing Finance Corporation ("FHFC") release of unallocated disaster recovery funding; and

BE IT FURTHER RESOLVED that approval of an increase in the unappropriated balance of the Local Housing Assistance Fund (1019) is requested, resulting from these additional revenues with the following supplemental appropriations for FY 2022:

<u>Local Housing Assistance Fund (1019)</u>	
Housing and Community Development Department,	
Administration Division (082-1089)	\$58,124

This Resolution shall become effective immediately upon its adoption.

LEGAL:

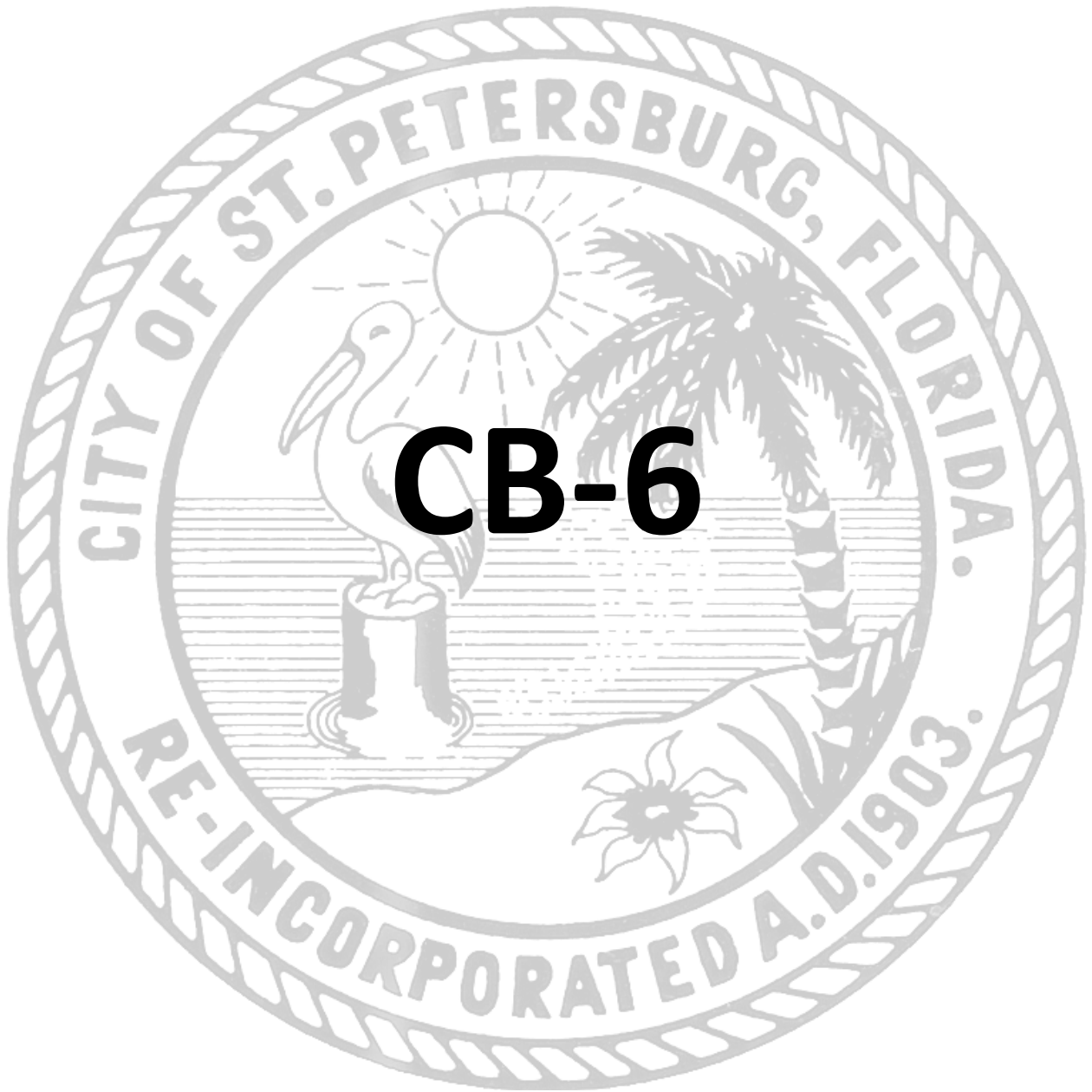
DEPARTMENT:

/s/Bradley Tennant

Justin A. Johnson

00629847

The following page(s) contain the backup material for Agenda Item: Budget, Finance & Taxation
Committee Minutes (6/16/2022)
Please scroll down to view the backup material.



CB-6

City of St. Petersburg
Budget, Finance and Taxation Committee
June 16, 2022 Meeting Minutes
City Hall, Room 100

Present: Committee Vice-Chair Copley Gerdes (Acting Committee Chair), Council Chair Gina Driscoll, Council Member Lisset Hanewicz, and Council Member Richie Floyd (Alternate)

Absent: Committee Chair Ed Montanari

Also Present: Council Vice-Chair Brandi Gabbard, Assistant City Administrator Tom Greene, City Attorney Jackie Kovilaritch, Assistant City Attorney Devon Haggitt, Public Works Services Manager Angela Miller, Stantec Consulting Services Vice President Andy Burnham, Public Works Administrator Claude Tankersley, Water Resources Manager John Palenchar, Stormwater Pavement and Traffic Operations Director Dianna Rawleigh, Sanitation Director Willie Joseph, and City Clerk Assistant Paul Traci.

Support Staff: Jayne Ohlman – Senior Legislative Aide

- 1. Call to Order** – 10:50 AM
- 2. Approval of Agenda** – CM Hanewicz motioned for approval. All voted in favor.
- 3. Approval of June 9, 2022 Minutes** – CM Hanewicz motioned for approval. All voted in favor.
- 4. New Business – June 16, 2022**

FY 2023 Utility Rate Program (Meeting #1) – *Angela Miller, Public Works Services Manager, and Andy Burnham, Vice President - Stantec Consulting Services*

Public Works Services Manager Angela Miller began with an overview of the Utility Rate Program and its history, including the recent impacts of the COVID-19 pandemic. Ms. Miller explained that the City evaluates its utility rates annually while considering multiple scenarios and adjusts as needed based on current economic conditions.¹ Utility fees support necessary investments in the City's water, wastewater, reclaimed water, stormwater and sanitation operations, maintenance, and infrastructure to meet current and future needs. Revenues from utility fees are directly tied to the costs of the specific utility they support. For example, stormwater fees directly support the stormwater system's planning, operations, and maintenance, which helps mitigate flooding, enhance water quality, and minimize the environmental impact of stormwater pollution. Ms. Miller emphasized that an overarching goal for the Utility Rate Program is to reach a 50/50 cash-to-debt ratio (i.e., rate revenues vs. bond borrowing). Ms. Miller noted that previously, the City used bonds for 90% of its utility infrastructure improvements; however, on the advice of the City's Bond Counsel, we moved towards an equal split of cash to debt financing and eventually achieved a combined \$590 million in interest savings and have avoided 41% of long-term rate increases.

Additionally, the rate study process incorporates the City's water resources master plan (St. Pete Water Plan) and the forthcoming Stormwater Master Plan when planning for future utility needs and rate adjustments. Ms. Miller explained that while the projections for FY 23 rates are lower than previously projected, the Administration is recommending adjustments to the Miscellaneous Fees for Water

¹ The public hearing for the proposed FY 2023 utility rates is scheduled for September 8, 2022, and if approved, changes will take effect on October 1, 2022.

Resources and Billing and Collections. Ms. Miller highlighted the outdated fee schedule associated with miscellaneous fees and explained that fees should be reassessed to meet cost-recovery and generate revenue for the Water Resources Fund. Assistant City Administrator Tom Greene added that the City does not currently recover the service cost to lock off and turn on a customer's water in cases of non-payment. The current fees for lock-off and turn-on are \$15 each, resulting in a total cost of \$30. Mr. Greene explained that the proposed increase for this miscellaneous service is to charge \$25 for both lock-off and turn-on, resulting in a total cost of \$50, an amount more in line with other local governments.

Ms. Miller introduced Stantec Consulting Services Vice President Andy Burnham, who detailed the proposed utility rates and financial projections for FY 23 and beyond. Mr. Burnham explained that the COVID-19 pandemic, combined with the current economic market conditions and supply-chain issues, requires the City to balance its capital needs, defer capital projects when necessary, and seek opportunities to refinance existing debt.² Mr. Burnham also compared St. Petersburg with other local utilities and explained how other cities and counties structure their rate increases. Finally, Mr. Burnham detailed the proposed FY 23 rates for potable water, wastewater, reclaimed water, stormwater, and sanitation. The following rates are based on a single-family residence with 4,000 gallons of water and wastewater usage:

- Proposed FY 23 Stormwater Rates
 - Tier 1: \$7.33
 - Tier 2: \$14.58
 - Tier 3: \$22.90
 - Tier 4: \$34.17
- Proposed FY 23 Potable Water Rate – \$33.70
- Proposed FY 23 Wastewater Rate – \$60.78
- Proposed FY 23 Reclaimed Water Rate – \$31.39
- Proposed FY 23 Sanitation Rate (Trash and Recycling) – \$31.04

Council Member Hanewicz asked Mr. Burnham to detail the periods in which no utility rate increases occurred and how the periods of underinvestment have impacted the current utility rate program. Mr. Burnham explained that from the late 1980s and early 1990s to 2022, sanitation went 27 years without rate increases, and stormwater went 18 years without rate increases. Mr. Burnham explained that while water and wastewater rates saw subtle increases in the early 2000s, these were implemented without a robust infrastructure plan or investment strategy.

Council Chair Driscoll asked Mr. Greene to elaborate on the vehicle and container cost increases affecting the Sanitation department, specifically, if the fiscal impacts were considered in the FY 23 budget or if the anticipated vehicle and container purchases needed to be deferred. Mr. Greene responded that in situations where the City has contracted to purchase vehicles, it cannot be deferred but may be delayed due to supply-chain issues.

Council Vice-Chair Gabbard suggested that the second FY 23 Utility Rate Study presentation be a report to the full City Council (i.e., a City Council meeting or a Committee of the Whole) rather than a second committee meeting. CM Gabbard noted that she would submit a new business item to formally request the process change for future Utility Rate Study timelines.

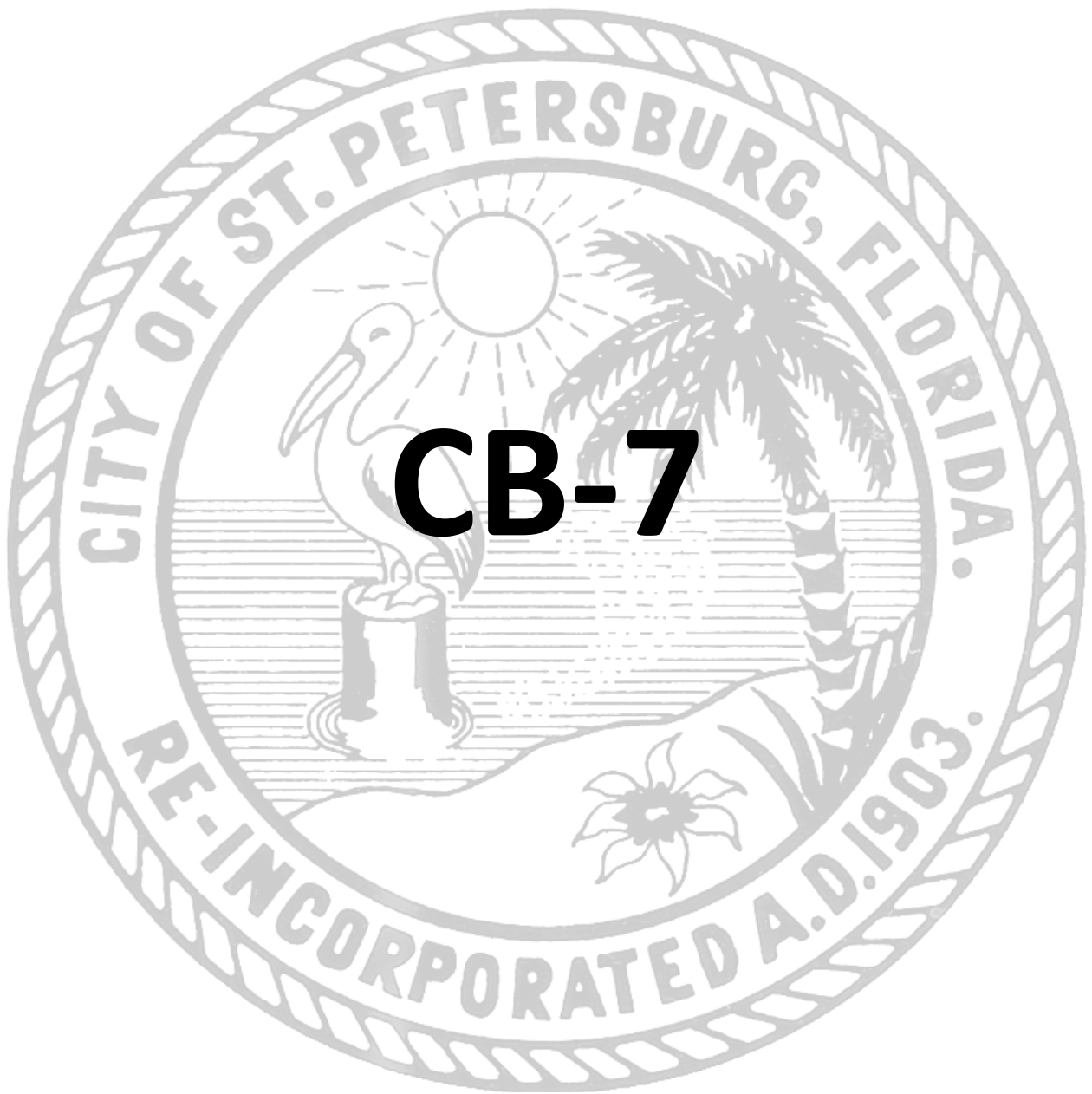
² A recent example being the City's exchange of its Taxable Public Utility Refunding Revenue Bond (Series 2020) for a Tax-Exempt Bond (Series 2022) resulting in a favorable interest rate and significant debt service savings. *See City Council Resolution 22-262, May 19, 2022.*

CM Driscoll agreed that a City Council report for the second FY 23 Utility Rate Study presentation made sense. However, she is hesitant to make it a standard practice in the future and would prefer to have the option to have a second committee meeting or a full City Council report depending on the feedback during the first committee meeting.

CM Floyd agreed with CM Gabbard's suggestion and motioned to have the second Utility Rate Program presentation at City Council as a report rather than at the July 14 Budget, Finance, and Taxation Committee meeting. All members voted in favor.

Committee Vice-Chair Gerdes adjourned the meeting at 12:02 PM.

The following page(s) contain the backup material for Agenda Item: Housing, Land Use & Transportation Committee Minutes (5/12/2022)
Please scroll down to view the backup material.



CB-7

City of St. Petersburg
Housing, Land Use & Transportation Committee
Minutes

May 12, 2022 at 8:00 a.m.
City Hall, Room 100

Present: Chair Brandi Gabbard, Vice-Chair Ed Montanari, Gina Driscoll, Richie Floyd, Copley Gerdes (Alternate)

Absent: None

Also Present: City Administrator Rob Gerdes, Neighborhood Affairs Administrator James Corbett, Planning and Development Services Director Liz Abernethy, Blue Sky Communities Executive Vice President Scott MacDonald, Assistant City Attorney Michael Dema, City Clerk Assistant Iris Winn

Support Staff: Cortney Phillips – Legislative Aide

- 1. Call to Order – 8:00 AM**
- 2. Approval of Agenda** – Councilmember Montanari motioned for approval. All voted in favor.
- 3. Approval of April 14, 2022 Minutes** – Councilmember Floyd motioned for approval. All voted in favor.
- 4. New Business** – Affordable Housing Advisory Committee Quarterly Update

In connection with the new business, Scott MacDonald provided an oral update of the Affordable Housing Advisory Committee. Recent topics of discussion included:

- Affordable housing incentive for expedited plan review
- Expedited certificate of occupancy
- Increased staffing and pay for Planning and Development Review employees
- Workforce housing density boost
- Increased Payment in Lieu
- Changes to House Bill 1339

Chair Gabbard thanked Mr. MacDonald for attending the REACH Summit for Resiliency and Affordable Housing to represent AHAC. City Administrator Rob Gerdes thanked Mr. MacDonald for his work as Chair of AHAC.

New Business – Potential Ordinance to Remove the Water Closet Fee for Certified Affordable Housing

In connection with the new business, Neighborhood Affairs Administrator James Corbett provided a PowerPoint presentation. He explained that a water closet fee is a charge that's applied to any appliance or device for the disposal of human waste into the sewer system, i.e., a toilet. In the city of St. Petersburg, the water closet fee is \$350 per water closet, and a credit is provided for any existing water closet. Administration believes that providing an incentive like the water closet waiver will complement the existing incentives that we already have to offset the cost of developing affordable housing. As of April 2022, the total amount of water closet fees that were charged on certified affordable housing was \$175,000, and when you apply the \$28,000 in credits that were provided, the net amount was about \$147,000. The average is a little over \$73,000 per year.

For next steps to provide a waiver of the water closet fee for certified affordable housing, certain incentives would have to be codified, which would include the water closet fee itself as well as section of code that would itemize affordable and workforce housing incentives. Any cross-referenced sections will have to be updated to make it easier for potential developers. This would likely require a change to Chapter 16, which would have to be approved by the Development Review Commission. Ultimately, this will come to City Council for approval of a new ordinance to eliminate the water closet fee.

Councilmember Floyd asked what the water closet fees were being used for currently, and whether we can absorb the loss of that revenue. Mr. Corbett responded that the fees are used to mitigate the adjustment of wastewater into the system, and that we can tradeoff the loss to incentivize affordable housing.

Council Chair Driscoll inquired about other examples of state authorized reductions or waivers that were given in HB 7103. Mr. Corbett replied that HB 7103 generally talks about sewer and water fees, but the city does already have similar incentives in place, such as reduced parking and design requirements, density bonus for workforce housing, and sidewalk reimbursement for certified affordable housing. Councilmember Driscoll went on to ask if we would create a new section of code to house this legislation, or if it would be placed under the existing Chapter 16. Assistant City Attorney Michael Dema responded that it will be in a new chapter.

Vice-Chair Montanari made a motion to request the HLUT Committee bring ordinances to implement the waiving of water closet fees for affordable workforce housing forward to City Council. All were in favor of the motion.

New Business – Implementation of Senate Bill 962 and House Bill 981 regarding Mixed-Income and Mixed-Use Development including affordable housing

In connection with the new business, City Administrator Rob Gerdes provided a PowerPoint Presentation. House Bill 1339 was approved in 2020, which stated that notwithstanding any other law or ordinance, the City Council could approve affordable housing on any parcel zoned for residential, commercial, or industrial use. In response to that, City Council, staff and the community work together to create an ordinance in Chapter 17.5 that allows for a developer to apply for affordable housing and zoning districts that would otherwise not be permitted; such as Neighborhood, Traditional Neighborhood Suburban, Industrial Suburban and Industrial

Traditional. Senate Bill 962 is a companion to HB 1339, and it's in that same section in state statute. SB 962 says that if a parcel is zoned for commercial or industrial use and is approved pursuant to this process, it may include residential development project, including a mixed-use residential development so long as at least 10% of the units are affordable. Chair Gabbard added that Forward Pinellas was very much against this legislation on the County level, and that she does think we will receive some pushback if we try to codify any responsive changes into new ordinances.

Chair Gabbard asked if we are not planning to expand the number of parcels, what is the possible adverse result to all of the work we have done on HB 1339? Mr. Gerdes responded that rather than degrading the work we have done, this makes it more accessible. For example, if there were a six-acre parcel, 280 units would be feasible for a developer. But if there was a 15-acre parcel and 1000 workforce or affordable units, it would most likely not be used in this process, because that's not going to work for the developer, the city, or the county. Chair Gabbard inquired if we could limit the types of uses that would be allowed for accessory commercial space, as she would want to see them be more service based for the residents who live in the developments. Mr. Dema answered that we have already done this with the storefront conservation corridor, and we can enumerate uses into Section 17.5.

Councilmember Driscoll noted that she is supportive of projects that are primarily retail but also include some housing components. She questioned what would happen if a property like Coquina Key Plaza, which is currently all retail, decided that they would like to add affordable housing. Mr. Gerdes responded that administration's position has been that commercially zoned property needs to fall under Chapter 16 and the zoning district that the property is in. Coquina Key Plaza would already be permitted for such use.

Councilmember Montanari asked how administration came up with a maximum of 5,000 square feet for accessory commercial use. Mr. Gerdes responded that the number is up for discussion, and that administration felt that 5,000 was enough for a medium sized restaurant. Councilmember Montanari discussed that he would like to open that number up to perhaps 10,000 square feet to promote a comprehensive live, work, and play environment where a space could be utilized as a grocery or drug store.

Councilmember Floyd inquired about the community engagement that took place regarding the implementation of HB 1339. Mr. Gerdes and Planning and Development Services Director Liz Abernethy replied that discussions were had with the Chamber of Commerce, Council of Neighborhood Associations (CONA), and numerous committee meetings with the county. Councilmember Floyd discussed that he is open to changing the threshold of accessory commercial use from 5,000 square feet to a larger number, but went on to note that he is not in agreement with a minimum threshold of 30% for affordable workforce housing and would like a higher percentage. Councilmember Floyd stated that is also in support of 100% affordable housing projects such as the Fairfield Avenue Apartments and does not think he would support anything below 50%.

Councilmember Gerdes voiced his support for these changes within District 1 and noted that he would like to see more density in the west side of the city.

Councilmember Driscoll questioned why the Industrial Traditional Zoning category has a five-acre minimum, and not less? Mr. Gerdes replied that administration listened to a four-part analysis from the county, as well as the concerns from the city's Planning and Development staff. Five acres was the number that felt the most balanced for industrial land.

Councilmember Driscoll asked what HLUT could do today to move this process forward. Mr. Gerdes responded that he would like to bring this to AHAC, CONA, and the Chamber of Commerce. He would like to draft an ordinance to amend Chapter 17.5 of the City Code and come back to City Council, but can bring this back to HLUT first if the committee prefers.

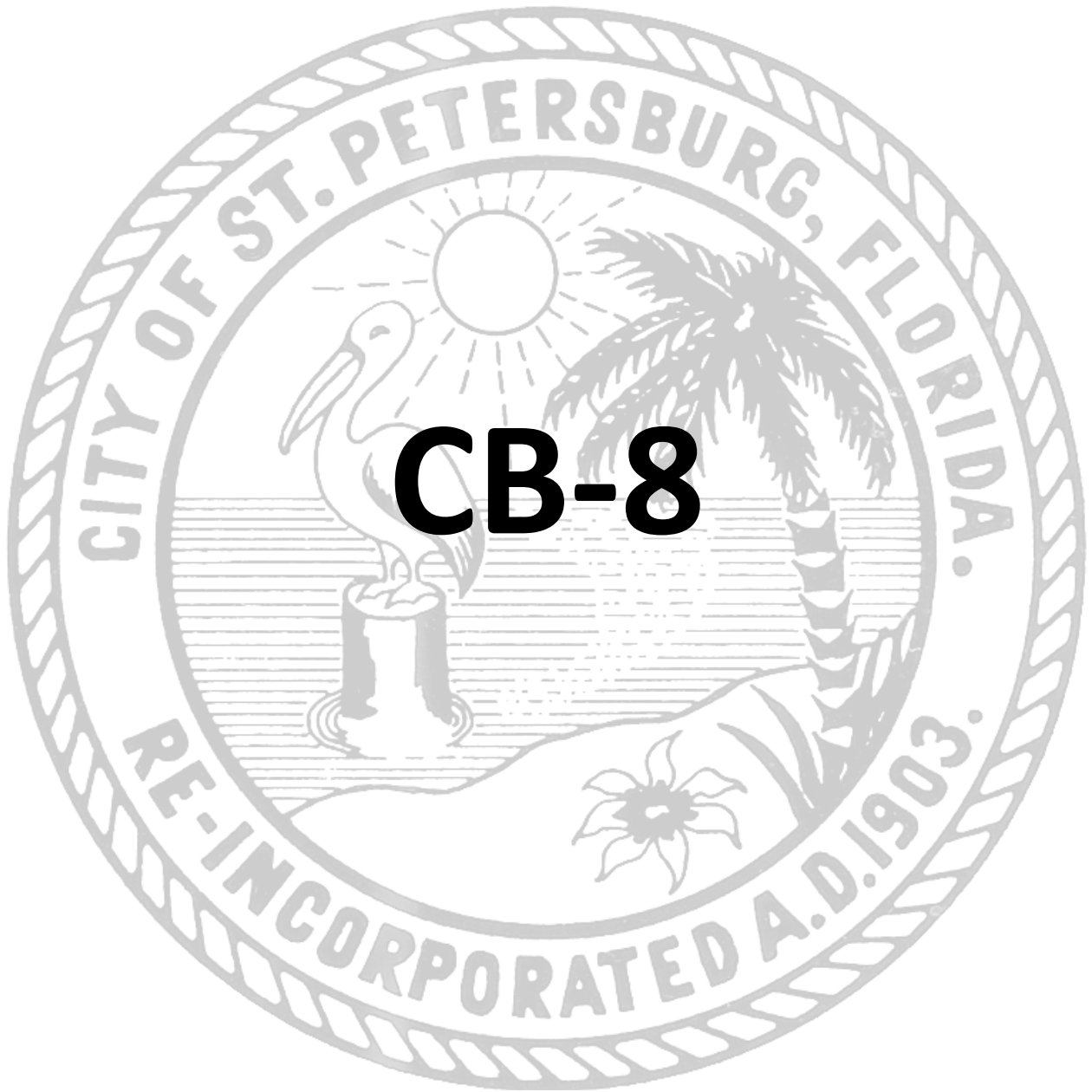
Chair Driscoll agreed with Councilmember Floyd that she also has concerns regarding the 30% affordable workforce housing figure, and would like to have continuing conversations about whether that is adequate. She went on to state that she would prefer to come back to Committee with the proposed ordinance, rather than straight to Council, and that we can make room on the HLUT schedule for this to come back. The bill is not yet signed, and the county's industrial land survey is not yet complete, so we have time for this all to come together.

Councilmember Floyd moved that the implementation of Senate Bill 962 and House Bill 981 come back to the Housing, Land Use and Transportation Committee after the Governor signs the bill, and outreach has been done. All were in favor of the motion.

There being no further business, the meeting was adjourned at 9:10 AM.

The next meeting is scheduled for June 9, 2022 at 8:00 AM.

The following page(s) contain the backup material for Agenda Item: Housing, Land Use & Transportation Committee Minutes (6/9/2022)
Please scroll down to view the backup material.



CB-8

City of St. Petersburg
Housing, Land Use & Transportation Committee
Minutes

June 9, 2022 at 8:00 a.m.
City Hall, Room 100

Present: Chair Brandi Gabbard, Gina Driscoll, Richie Floyd

Absent: Vice-Chair Ed Montanari, Copley Gerdes (Alternate)

Also Present: City Administrator Rob Gerdes, Neighborhood Affairs Administrator James Corbett, Assistant City Attorney Brad Tennant, City Clerk Assistant Iris Winn

Support Staff: Cortney Phillips – Legislative Aide

1. Call to Order – 8:00 AM

2. Approval of Agenda – Councilmember Floyd motioned for approval. All voted in favor.

3. New Business – Employer-Assisted Housing Program for City Staff 60-Day Update

In connection with the new business, Neighborhood Affairs Administrator James Corbett gave a PowerPoint presentation update on the proposed Employer-Assisted Housing Program for City staff. Some of the updates on the program since the previous meeting included:

- Down payment assistance for city residents with housing needs was increased this year from a maximum of \$40,000 to a maximum of \$60,000.
- State Housing Initiatives Partnership (SHIP) has increased the maximum eligible sales price from \$311,000 to \$350,000.
- The Florida Hometown Heroes plan is officially active, which provides \$25,000 of down payment assistance to eligible professionals, several of which are city employees.
- An update was received in June from the Property Appraiser's Office of an increase in property values. This is one of the items that the Mayor is looking at using the additional funds as potentially funding.

City Administrator Rob Gerdes confirmed that the funding for an Employer-Assisted Housing Program is under consideration for the Mayor's recommended budget based on the increase in ad valorem taxes, and administration would like the committee's support to move forward.

Council Chair Driscoll inquired how long it would take for a new hire to apply and enroll in this program. Mr. Corbett responded that we'd wait until the probationary period ended before they would be eligible to apply for the program, but it is up for discussion. Those employees would have two years from that start point to be eligible. Mr. Corbett went on to note that the Service Employees International Union (SEIU) is supportive of this benefit for employees that are required to live in the city. Councilmember Driscoll asked if the assistance stipend can be adjusted if rent were to increase for a participant. Mr. Corbett replied that as long as the increase is within the \$500

threshold, it's probable that the participant will have a document that would illustrate that the rent has increased, and we can recalculate what the assistance will be. Councilmember Driscoll went on to ask what the ideal funding would be to launch the program, as she is in favor of funding this for 100% participation. Mr. Corbett responded that \$1 million would probably be a safe number to use to start out to funding the program based on the number of employees that currently live in the city, he was considering up to \$1.4 million to be conservative.

Councilmember Driscoll moved approval for the funding of \$1 million through the increased ad valorem tax for the establishment of the Employer-Assisted Housing Program. Chair Gabbard requested an amendment to have Legal draft a resolution for consideration at the July 7, 2022 City Council meeting. Councilmember Driscoll accepted the amendment.

Councilmember Floyd questioned if administration was comfortable with \$1 million being enough to fund the program. Mr. Corbett responded that he would feel 100% comfortable with \$1.47 million. Councilmember Floyd went on to ask if there were any anticipated issues with landlords not accepting payments from this program, similar to housing vouchers. Mr. Corbett answered that each landlord will have their own process to evaluate a potential tenant, but that this should just be considered an increase in income for two years rather than a voucher. Mr. Gerdes added if this becomes an official program, Human Resources will be very involved, and the assistance funds will be part of the employee's compensation package. Councilmember Floyd inquired what the financial literacy requirements were going to be and added that he would like to see administration offer an hour of paid time to take the course. Mr. Corbett replied that while there is no specific information on the literacy training at this time, his hope is that the training will cater to a wide variety of needs for different people. For example, some may not need help with budgeting, but may need assistance with raising their credit.

Chair Gabbard shared her concerns of some employees being left out of the program based on the responses from the survey. While she is in support of moving this item forward today, she stated that it is her intention to keep having conversations about the down payment assistance piece. Chair Gabbard asked when eligible employees will begin to see the difference in their paychecks. Mr. Gerdes stated that should this item be passed and the funding is in the recommended budget, he would like to start at the beginning of the fiscal year. Chair Gabbard noted that she will be bringing forward a new business item in early fall to bring back a conversation about the financial literacy program and have further conversations six or eight months' time to see how the program has progressed.

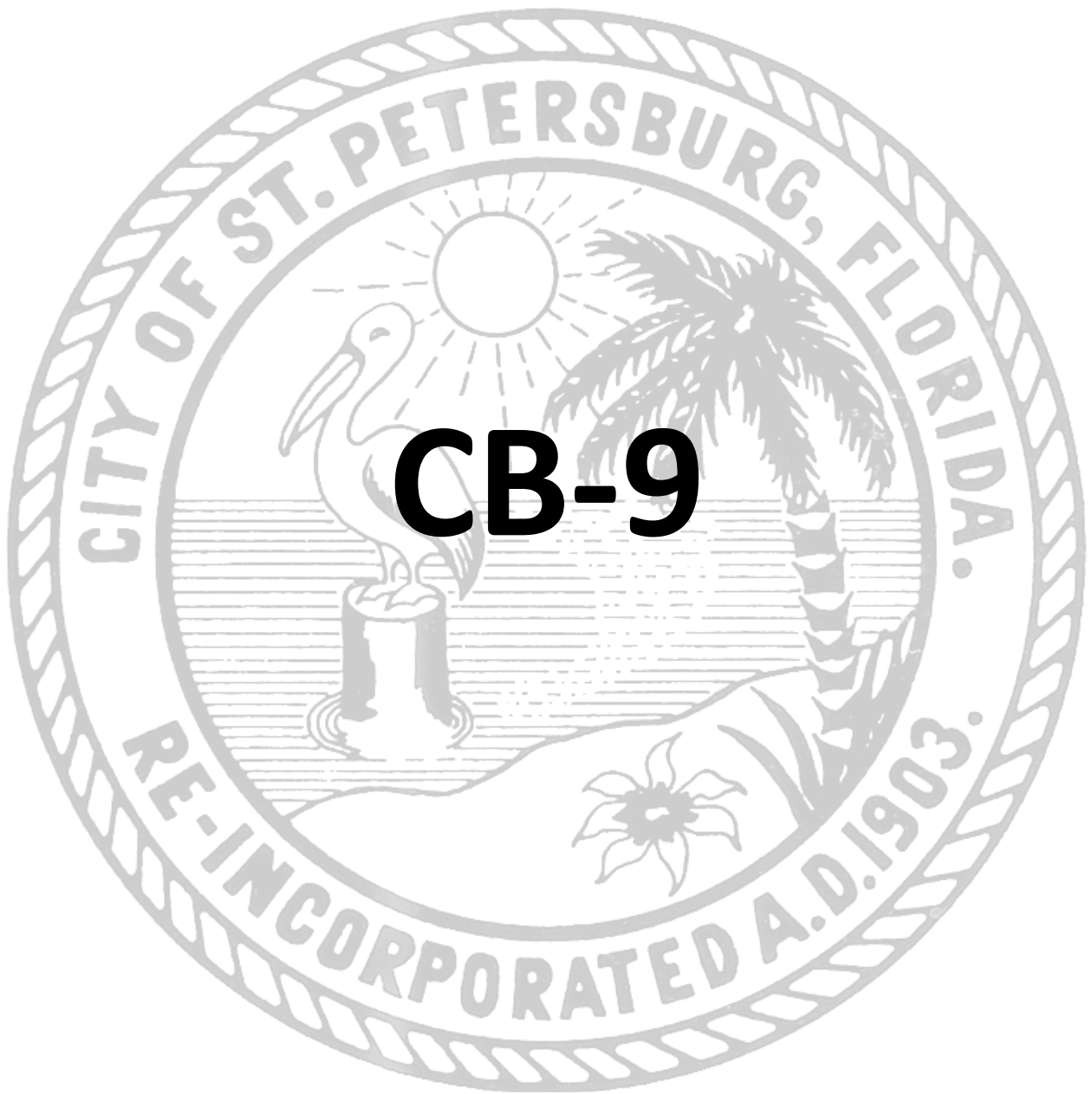
Chair Gabbard called for a vote of Councilmember Driscoll's motion on the table. All were in favor.

Mr. Gerdes provided a quick update on Senate Bill 962, which was just signed by Governor DeSantis. After meetings with AHAC and CONA, the item should be ready to come back to HLUT in August.

The next meeting is scheduled for July 14, 2022 at 8:00 AM.

There being no further business, the meeting was adjourned at 8:34 PM.

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Minutes (5/12/2022)
Please scroll down to view the backup material.



CB-9

City of St. Petersburg
Public Services & Infrastructure Committee
May 12, 2022 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Ed Montanari, Committee Vice-Chair Deborah Figgs-Sanders, and Council Member Copley Gerdes,

Absent: Council Member Lisset Hanewicz

Also Present: Council Chair Gina Driscoll, Council Member Richie Floyd, City Administrator Rob Gerdes, City Attorney Jackie Kovilaritch, Assistant City Attorney Brett Pettigrew, Assistant City Attorney Joe Patner, Codes Compliance Director Joe Waugh, Planning and Development Services Director Liz Abernethy, Neighborhood Affairs Administrator James Corbett, City Development Administration Managing Director Chris Ballestra, St. Petersburg Police Sergeant Steven Sequeira, and Deputy City Clerk Patricia Beliveau

Support Staff: Daphney Ivory – City Council Legislative Aide

1. Call to Order – 9:27 AM

2. Approval of Agenda – CM Gerdes motioned for approval. All voted in favor.

3. Approval of April 14, 2022 and April 28, 2022 Minutes – CM Gerdes motioned for approval. All voted in favor.

4. New Business – May 12, 2022

A discussion regarding potential expansion of the downtown boundaries for the sidewalk table ordinance. (City Code Sec. 25-228) – Assistant City Attorney Brett Pettigrew and Codes Compliance Director Joe Waugh

Council Chair Driscoll introduced her business item stating due to the growth of the downtown area, expanding the boundaries for the sidewalk table ordinance should be considered. Assistant City Attorney Brett Pettigrew gave an overview of the draft ordinance. Codes Compliance Director Joe Waugh agreed that the expansion to the draft ordinance is needed to enforce the right of way. Planning and Development Services Director Liz Abernethy gave an update to zoning changes which allow expansion of the table ordinance to coordinate with zoning district boundaries that currently reside in the Grand Central District as well as a package to change the zoning on the corridor. When reviewing the zoning and district regulations a determination of the table ordinance should also apply to those districts. City Development Administration Managing Director Chris Ballestra agreed with the proposed ordinance change. Police Sergeant Steven Sequeira provided perspective regarding enforcement and monitoring the flow of traffic at the pier, and expressed that the changes could be a useful tool.

CM Figgs-Sanders asked what impact adding 31st Street through 34th Street in addition to 1st Avenue South through 1st Avenue North would have to PSTA's operations. Neighborhood Affairs Administrator James Corbett responded that intermittent calls about tables have been received and the proposed changes are not intended to affect vagrancy or PSTA operations. The changes would allow enforcement to remove tables and solicitation of sales from the right of way on all three Avenues where foot traffic is heavier.

CM Driscoll referenced the ability to apply for permits for table usage, street, and outdoor performances with built-in considerations given for content and viewpoint neutrality. In response, Mr. Pettigrew explained that this section of the ordinance does not give rise to any specific permit and allows for permits issued pursuant to other sections of codes. Examples: Sidewalk Cafés, Sidewalk Retail, Special Events, Street Closures, and Push Carts. Street Performers and Outdoor Performers would automatically apply to this ordinance and with requirement, they not be positioned near vehicular or pedestrian traffic.

CM Gerdes extended support of the draft ordinance with the expansion of the zoning to include 1st Avenue South through 1st Avenue North moving approval of the draft ordinance.

CM Floyd asked for clarification of the draft ordinance zoning map. Mr. Pettigrew expounded that the request of the committee was to review the draft and further advise if the draft of the zoning area should be expanded beyond 31st Street to 34th Street and 1st Avenue South through 1st Avenue North. It also addresses the public interest issue of items taking up space on the sidewalk right of way including table-like structures or individuals reclining that prevent proper sidewalk use. CM Floyd then asked for clarification of the warning processes before the citation, Sgt. Sequeira explained there is an informal warning to provide an explanation before a citation is given to violators.

CM Montanari inquired if rezoning was necessary, or if an ordinance could be passed with a diagram of zones to be enforced. Mr. Pettigrew suggested the area being drawn including a prohibited zone. City Administrator Rob Gerdes expressed the proposed ordinance Mr. Pettigrew presented would be the easiest path forward due to possible rezoning delays.

CM Gerdes withdrew his original motion and made an alternative motion to approve the draft ordinance adding 31st Street through 34th Street and 1st Avenue South through 1st Avenue North and limiting warnings to the confiscation piece of the ordinance rather than citation and address.

CM Montanari wanted clarification on the warning section of the ordinance. Mr. Pettigrew clarified that the warning would only apply to the aspect of confiscation. A warning must be given before an individual can be cited, and once the warning has been given, a citation can be issued. The citation warning would be done in a more flexible, discretionary manner with less administrative cost, but any property confiscation would still require the official written warning.

CM Montanari asked why prohibitions of the draft be limited to daylight hours? Assistant City Attorney Joe Patner explained those that are homeless always have a right to be somewhere but would not be allowed to sleep in the right of way in that limited area during the daylight hours. At night, they would be allowed if there's no alternative shelter space available. Before an officer would be able to cite someone under that section, they would need to determine there is shelter space available, provide the opportunity, including transportation to the shelter, and the person must refuse before being cited.

CM Figgs-Sanders questioned if the property owner allows the table to retract a few feet, can the ordinance be enforced? Sgt. Sequeira responded, when on private property no action can be taken. City Attorney Jackie Kovilaritch expounded, it's only to the extent that the table resides on private property, and not any city property. Mr. Gerdes added, if moved to private property, it relieves the police

department of any responsibility but there could be codes related issues that would be handled by the codes department.

CM Montanari asked for a roll call vote and each committee member voted in favor.

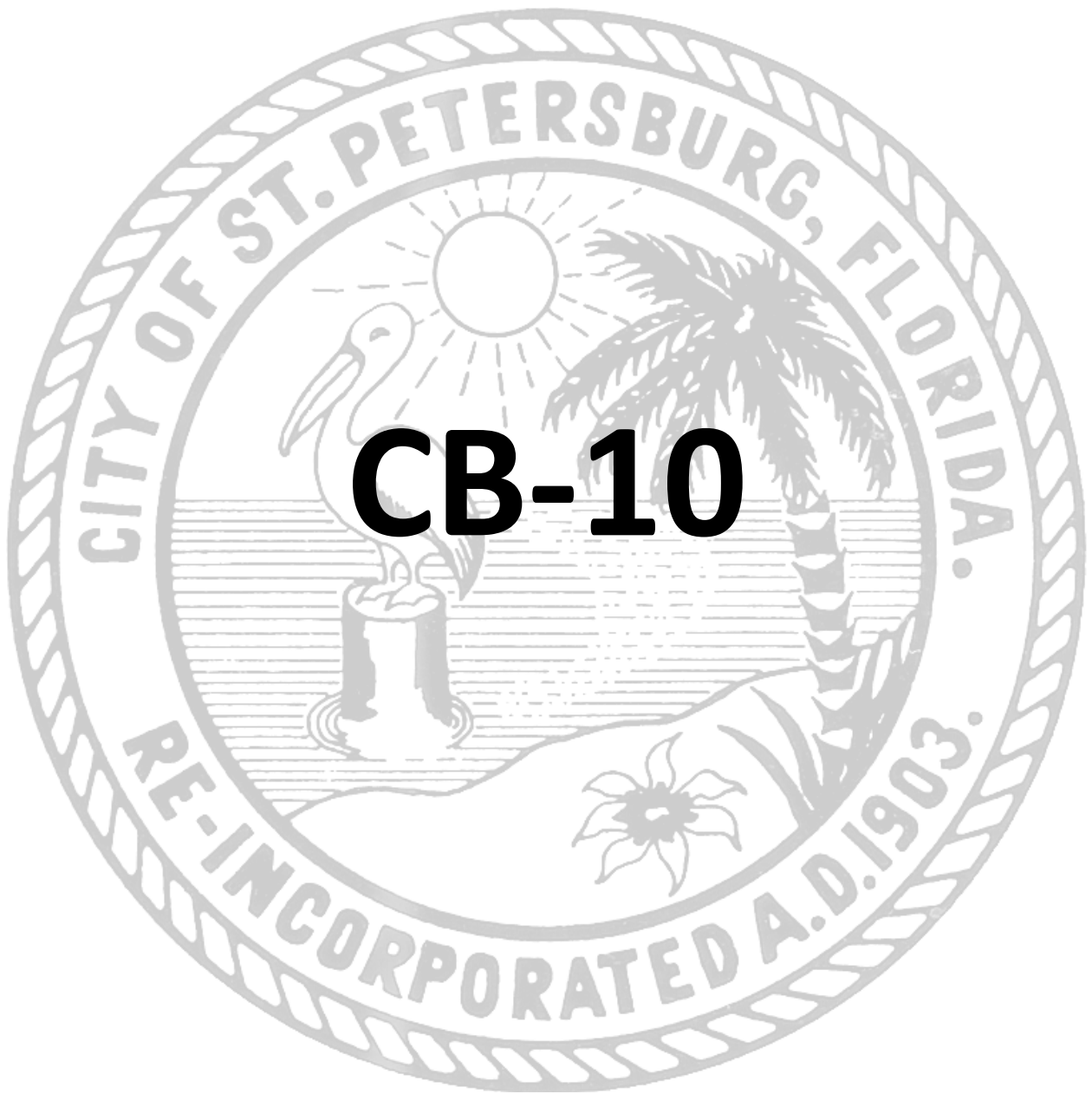
A discussion on amendments City Code Chapter 16 to make permanent the current allowances for the expansion of sidewalk café space – *Planning and Development Services Director, Liz Abernethy*

CM Driscoll explained that the COVID-19 pandemic prompted many restaurants to move their operations outdoors and in turn required more seating for guests. Sharing that after conversations with business owners and stakeholder groups most businesses are getting back to normal and even thriving with restrictions in place, there is no longer a desire to convert parking spaces into outdoor retail or restaurant space. CM Driscoll felt that while there is no need to move forward with making those parking spaces permanent outdoor cafe spaces, she felt that the concept is worth continuing to explore.

Ms. Abernethy shared that after discussions with business associations, particularly from the Edge District, businesses would like to hold off due to parking restraints but are interested in revisiting in the future. CM Driscoll offered to remove the item from the Public Services & Infrastructure Committee's referral list given that staff will take the concept into consideration during future planning. CM Figgs-Sanders made a motion to formally remove the item per the request of Council Chair from the Public Services & Infrastructure Committee's referral list until further presentation from staff. Each committee member voted in favor.

CM Montanari adjourned the meeting at 10:32 AM.

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Minutes (5/26/2022)
Please scroll down to view the backup material.



CB-10

City of St. Petersburg
Public Services & Infrastructure Committee
May 26, 2022 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Ed Montanari, Committee Vice-Chair Deborah Figgs-Sanders, Council Member Copley Gerdes, and Council Member Lisset Hanewicz

Absent: None

Also Present: Council Chair Gina Driscoll, City Administrator Rob Gerdes, Managing Assistant City Attorney Michael Dema, Assistant City Attorney Christina Boussias, Assistant City Attorney Heather Judd, Leisure Services Administrator Mike Jefferis, Parks and Fields Operations Superintendent Bryan Eichler, and Deputy City Clerk Patricia Beliveau

Support Staff: Daphney Ivory – City Council Legislative Aide

1. Call to Order – 9:37 AM

2. Approval of Agenda – CM Figgs-Sanders motioned for approval. All voted in favor.

3. New Business – May 26, 2022

A Discussion to proposed revisions to City Council's Quasi-Judicial Procedures and the potential establishment of new procedures for disclosing ex-parte` communications and permitting site visits to apply all City board, commission and City Council members who take quasi-judicial action. – *Managing Assistant City Attorney, Michael Dema, and Assistant City Attorney, Christina Boussias*

Assistant City Attorney Christina Boussias provided Background information regarding quasi-judicial proceedings, a summary of the changes the City Attorney's Office is proposing to Chapter 18 of the City Council Policies & Procedures Manual, and a brief overview of the City Council's current policy regarding ex-parte communications and the state of the law regarding ex-parte communications.

Ms. Boussias noted that some common quasi-judicial matters such as site plan reviews, special exceptions, historic destination certificates of appropriateness (COAs), and small-scale re-zonings clarify the proposed modifications to Chapter 18 Paragraph IA, IG, and IH. Ms. Boussias also explained that the current policy is the best practice and the only recommended change to ex-parte communications is to provide a definition.

Council Member Figgs-Sanders asked if Council would recuse themselves when asked to make a site visit for a prior quasi-judicial case. In response, Mr. Dema explained that a disclosure would be required before any site visit.

Council Chair Driscoll asked if not physically being on a property is considered a site visit and if this should be mentioned at the opening of the hearing. Ms. Boussias responded any visit to real property that is the subject of a pending quasi-judicial matter occurring before the public hearing and going there to make visual observations is considered a site visit. Mr. Dema recommended a visit be conducted from the sidewalk to avoid any trespassing issues whether you're on the property or not you've viewed the subject property and this information should be mentioned before the hearing.

In reference to Ms. Boussias' statement, any visit to any real property that is the subject of a pending quasi-judicial matter occurring before the public hearing, CM Figgs-Sanders and Mr. Dema both agreed the word pending should be italicized.

Committee Chair Montanari asked about a memo being sent to the clerk, but is not required, should the memo consist of one sentence and if there are ramifications if not done. Mr. Dema and Ms. Boussias responded that one sentence will suffice and if not disclosed before the site visit this will not prejudice the case or jeopardize the outcome. An opportunity to disclose at the commencement of the hearing will be granted. CM Montanari also asked that the language for driving by a site be clarified and Mr. Dema agreed.

CM Figgs-Sanders asked for clarification of the verbiage, the best solution to remove the potential bias, or prejudice created may be abstention. Mr. Dema confirmed that Council can abstain from the situation of ex-parte communication.

CM Montanari asked about the order of cross-examination and rebuttal being completed by the City Administration before the Opponent. Mr. Dema explained that the most affected party will have the last say in a quasi-judicial proceeding. CM Montanari made a motion to approve the changes to Attachment A, the red lines of Chapter 18 quasi-judicial section of the policy and procedures manual, italicizing the word pending along with the committee chair's suggested changes. Motion carries and all members voted in favor.

A discussion of possible amendments to the City Code to clarify the criteria for a substantial change of use of park property. – Assistant City Attorney, Heather Judd, Leisure Services Administrator, Mike Jefferis, and Parks and Field Operations Superintendent, Bryan Eichler

Leisure Services Administrator, Michael Jefferis explained the possibility of amending City Codes to clarify the change of use of park property and amenities with one example being converting tennis courts to pickleball. Mr. Jefferis expressed the goal is to clarify the language in the code that currently is interpreted as not needing a substantial change of use in a passive park if there is an active-to-active change in amenities.

Assistant City Attorney Heather Judd provided background and history of some of the changes that have been affected within City Charter Section 1.02 that have been similar for about 30 years.

Council Member Hanewicz asked how Section (a) one and Section (b) three do not apply to the scenario of changing a tennis court to pickleball courts in a Passive park because both would apply. She explained that the changing of categories is contradictory and would have preferred having a one-on-one before the meeting. Ms. Judd shared that the categories were separated to make them easier to understand. Mr. Dema expounded on the explanation that if a Passive park goes to an Active park use it is considered a 100% substantial change of use. If it's an already established active use and staying within the same category an administrative discretion to make those changes without the more cumbersome, substantial change in the use process. CM Hanewicz gave a further explanation as to why she feels there is a conflict.

City Administrator Rob Gerdes expressed that the administration would return to the committee to discuss further. In response, Mr. Jefferis shared that the only mission is to add clarity and to make the information as clear as possible, also agreeing to defer the item.

CM Montanari and CM Gerdes both agreed to the deferment. CM Figgs-Sanders voiced understanding of what was presented and asked if deferring would mean having one-on-ones. Mr. Gerdes responded yes, but it was up to the committee to vote, but if deferred there would be continued conversation and once the item comes back to the committee, those discussions would be walked

through and every change that is proposed will be explained in the sunshine to all the committee members. In response, CM Figgs-Sanders stated, that she did not want us to set a precedent and say that because one person doesn't agree with something, we table everything and agreed to move forward to defer.

CM Driscoll asked what a Charter park is and what percentage of our parks are Charter parks. Ms. Judd responded, that in this section of the Charter there is no definition of Charter park but is a larger definition section at the beginning of the parks chapter 21, which defines Charter parks and non-Charter parks, but for the applicability of this section, substantial change of use only applies to Charter parks. She recommended looking not in the definitions, but a few sections after in the purpose section at the beginning of chapter 21 explains park use from the early 90s. Ms. Judd also explained that Charter parks have their section listings and most of them were tied to the 1984 parks and waterfronts map with non-chronological numbers and those numbers correspond to the parks and waterfronts maps list. As parks are added, it is the City Council's decision whether they want to make those a Park and add them to the list in a separate section. Discussions may be in the future to unify these lists and would require a charter amendment to tinker with the maps and those numbers.

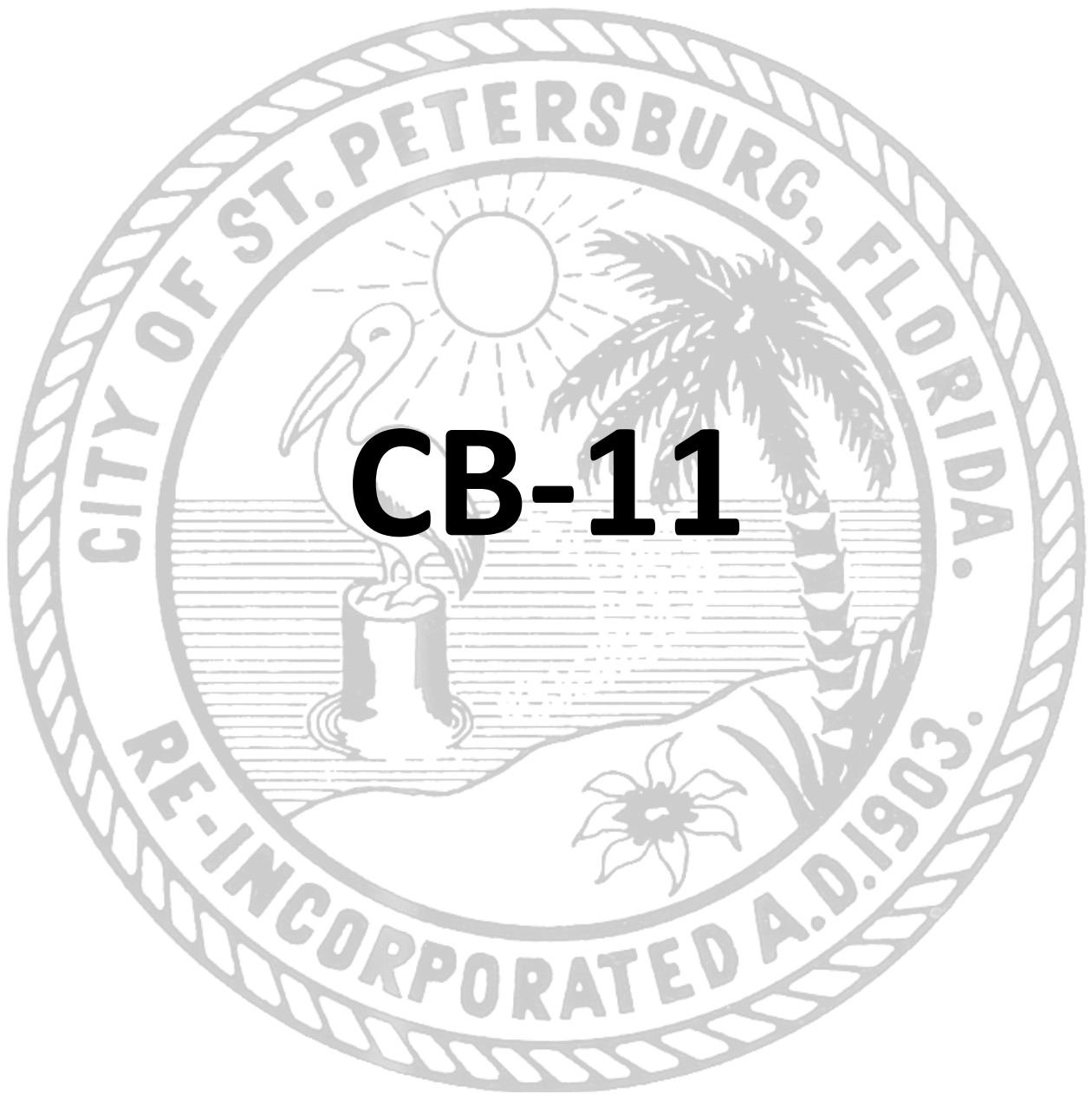
CM Driscoll asked if Crescent Lake's Passive park that an Active park section has become subject to the Active park rules or is it still subject to the passive park rules. Sharing the concern that there are two definitions for the same park. Mr. Dema agreed that clarification is needed and asked if there is feedback from the committee that suggests they're on the right track and they like the way this has been set up. Ms. Judd also asked if the categories are something everybody hates or wants to keep? In response, CM Driscoll agreed that this was acceptable.

CM Hanewicz explained her reasons for needing clarification of the ordinance and mentioned that a conversation is needed to discuss categories, noting that City Council should have a voice in the process. Mr. Jefferis responded saying the administration strives to work closely with the Council and if something major is done in a park, it would have to go before the Council with a contract for approval and reiterated that Administration's mission is to clarify and to make everyone comfortable.

CM Montanari concluded by sharing that he trusted Mr. Jefferis' team giving them leeway to make changes in the parks and would like to see changes to the language while working with the attorneys to understand it.

CM Montanari adjourned the meeting at 10:39 AM.

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Minutes (6/9/2022)
Please scroll down to view the backup material.



CB-11

City of St. Petersburg
Public Services & Infrastructure Committee
June 9, 2022 Meeting Minutes
City Hall, Room 100

Present: Committee Vice-Chair Deborah Figgs-Sanders, Council Member Lisset Hanewicz, and Council Member Lisa Wheeler-Bowman (Alternate)

Absent: Committee Chair Ed Montanari, **and** Council Member Copley Gerdes

Also Present: City Administrator Rob Gerdes, Assistant City Attorney Heather Judd, Neighborhood Affairs Administrator James Corbett, Sanitation Director Willie Joseph, Sanitation Assistant Director Bob Turner, Sanitation Collection Supervisor Wesley Reed, Sanitation Safety and Training Officer Craig Marks, and Deputy City Clerk Patricia Beliveau

Support Staff: Daphney Ivory – City Council Legislative Aide

1. Call to Order – 9:28 AM

2. Approval of Agenda – CM Hanewicz motioned for approval. All voted in favor.

3. New Business – June 9, 2022

Presentation by Sanitation staff on the progress of the Management Evaluation Study – Willie Joseph, Sanitation Director

Sanitation Director Willie Joseph provided an update on the recommendations from the Sanitation Management Evaluation. In 2018 the City Council selected LA Consulting to perform a management evaluation of the Sanitation Department, final draft report delivered on June 13, 2019. The Sanitation Department provided an update to the BF&T Committee on October 10, 2019, followed by a second annual update to the PS&I Committee on October 22, 2020. The final draft report included 48 recommendations divided into five categories: General, Planning, Organizing, Direction, and Controlling and Improving.

Mr. Joseph shared that over 75% of the consultant's recommendations are complete or in process, 12% were deferred pending technology solutions, and 13% were permanently deferred due to incompatibility with overall program goals. Mr. Joseph gave an update on the following completed recommendations:

Completed Recommendations As of 10/22/2020

Discontinuance the use of redundant fleet management system (4.1.4)

Roll-off container placement at location (4.2.6)

Reduce environmental manager span of control (4.3.2)

Reduce span of control for assistant director (4.3.3)

Optimize temp staffing for manual programs (4.3.5)

Provide management update annually (4.3.7)

Provide work zone traffic control training and Personal Protective Equipment (PPE) (4.3.9)

Utilize City standards for hiring and promotions (4.3.10)

Establish alley trimming routes with Parks (4.3.22)

All data should be verified from a single source (i.e., Comprehensive Financial Annual Report “CFAR”) (4.5.4)

Completed Recommendations Since the October 2020 Report

Establish employee teams (4.1.1)

Use employee teams to define work activity (4.2.4)

Use teams to update and document standards (4.2.5)

Develop unavoidable overhead rate (4.2.11)

Senior interface with all employees to obtain unfiltered feedback (4.3.1)

Staffing and equipment projections based on needs (4.3.4)

Work shifts should be based on work needs (4.3.13)

Document and justify overtime expense (4.3.15)

Compare compressed natural fuel (CNF) cost to diesel including infrastructure (4.3.17)

Fully fund fleet conversion to CNG (4.3.18)

Identify actual equipment rates (4.3.19)

Develop and implement a two-week scheduling procedure related to annual work plans (4.4.2)

All division within the department produce monthly report in same format (4.5.1)

Standardize reporting and account for 100% of employee time in the system (4.5.3)

Sanitation Collection Supervisor Wesley Reed provided an overview of the Sanitation Employee Teams.¹ Mr. Reed highlighted the Sanitation support committee comprised of 11 individuals chosen by their peers to bridge the gap between management and employees. Mr. Reed shared that two sub-teams were created, the employee response team and the employee recognition team. These two teams meet regularly to share ideas on, effective communication, changes to uniforms, equipment input, employee appreciation days, and team building activities. Mr. Joseph added that the new centralized Sanitation Administration building foster a team atmosphere by housing operational and administrative staff in one building.

Sanitation Safety and Training Officer Craig Marks gave an overview of safety and training recommendations.² Mr. Marks explained that work zone and traffic control training is provided, as well as Personal Protective Equipment (PPE) such as high-visibility clothing and traffic cone replacement as needed. Regarding benchmarks for overtime, worker’s compensation time, and FMLA, Mr. Marks shared that worker’s compensation inspections are completed to identify trends, and three-point contacts have been added to all training concerning trucks and equipment. Mr. Marks noted that employees would be encouraged to take advantage of stress management programs offered by the City and the new exercise facility upon its completion.

Sanitation Assistant Director Bob Turner provided an overview of compressed natural gas (CNG) fueling infrastructure to compare CNG fuel cost to diesel and potential fleet fuel conversion to CNG.³ Mr. Turner shared that the CNG station was duplicated, adding one 250 horsepower and two 125 horsepower compressors to the fuel system to address drivers waiting in line for fuel, adding that the national average for diesel fuel is \$5.75 per gallon, while the average cost for CNG is \$1.21 per gallon creating tremendous cost savings and environmental benefits for the City.

¹ See Recommendations 4.1.1, 4.2.4 and 4.2.5.

² See Recommendations 4.3.9 and 4.3.16.

³ See Recommendations 4.3.17 and 4.3.18

Next, Mr. Joseph highlighted the recommendations nearing completion such as the GIS and RFID technology to monitor service collections and optimize service routes.⁴ In addition to the recommendation to upgrade Naviline software, they are working to improve information sharing between SeeClick Fix and Naviline.⁵ Mr. Joseph concluded with a summary of the permanently deferred recommendations.

Council Member Wheeler-Bowman expressed gratitude for the sanitation support committee and asked how many worker's compensation cases the City has had and if any resulted in fatalities. In response, Mr. Marks stated he did not know how many cases there were but added that none resulted in fatalities. CM Wheeler-Bowman then asked if drive cameras are provided in sanitation vehicles. City Administrator Rob Gerdes explained that drive cameras are no longer provided in sanitation vehicles.

Council Member Hanewicz asked when the deferred recommendations would be completed. Neighborhood Affairs Administrator James Corbett responded deferred items would be implemented within a year.

Committee Vice-Chair Figgs-Sanders asked how it is determined who gets the newer work trucks. Mr. Turner explained that the newer trucks are distributed to route drivers, and their old trucks are handed down to non-route drivers. CM Figgs-Sanders noted that she would like to see a focus on diversity as it relates to promotions and job consideration. CM Figgs-Sanders asked if an employee is injured, are they transferred to another job? In response, Mr. Marks shared that employees are transitioned back into their jobs after returning from an injury.

A discussion regarding Sanitation's large item pick-up and potential improvements – Willie Joseph, Sanitation Director

Mr. Turner provided an overview of Sanitation's special collections for bulky items and how residents schedule those collections. Customers can call customer service or use SeeClick Fix to inquire what items can be picked up for free and where to place the items. There are 52,000 special pick-up collections a year weighing 8,100 tons creating 150,000 actions by the department. Mr. Turner added that if this process were automated, it would be more efficient. Mr. Turner explained the three service initiation types, SeeClickFix, customer call-ins, and surveys; call-ins are the most utilized initiation type. Sanitation assists by using inspector surveys to inspect neighborhoods, schedule items for pick-up, provide residents estimates, and coordinate with codes compliance. An additional service asset is the Driver Report Pilot Program, which allows drivers to report locations with bulky items that require collection.

Additionally, sanitation works with marketing by utilizing St. Pete Extra, Social Media, Website Improvement, Neighborhood Associations, and the Good Neighbor Guide to continue to educate customers.

Mr. Corbett expanded on the use of marketing material adding that an advanced phone call for pickup would expedite the process. Mr. Corbett also shared that there is coordination with code compliance, and if an item is not picked up, codes will act or communicate with sanitation.

CM Wheeler-Bowman asked that if a name change takes place for Childs Park to consider using North, South, East, and West St. Petersburg. About the total tons collected, CM Wheeler-Bowman asked if Childs Park was included. Mr. Corbett responded that the numbers exclude Childs Park and Midtown.

CM Hanewicz asked what the difference between residential and multi-residential is in terms of issues that occur and what methods are used to resolve those issues, specifically with repeat offenders.

⁴ See Recommendations 4.2.1 and 4.2.2.

⁵ See Recommendations 4.1.3 and 4.1.5.

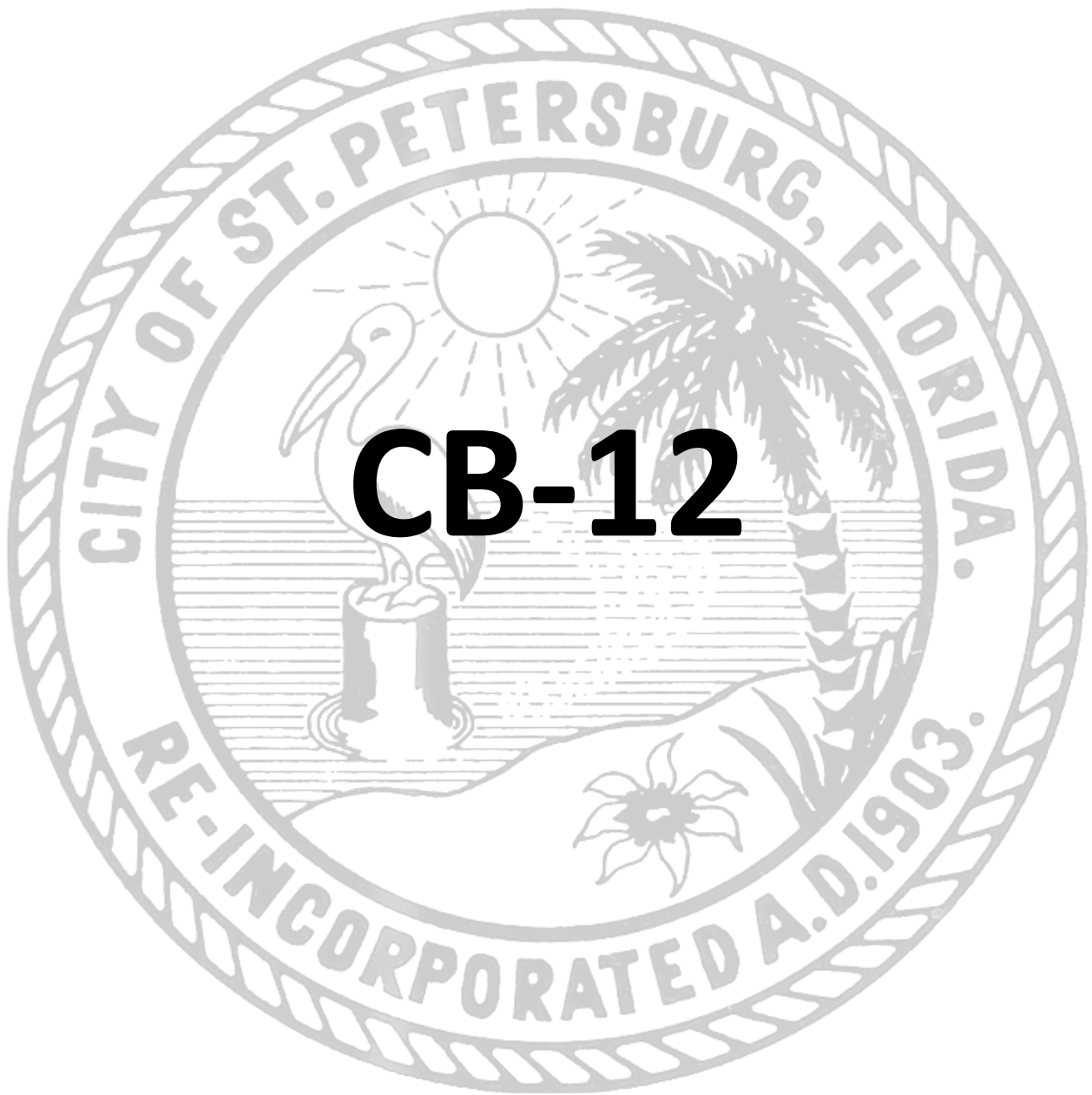
In response, Mr. Turner explained that sanitation would contact the property owner for collection. Mr. Corbett also gave input explaining that there is a due process with codes giving notice and time to property owners before legal action is taken.

CM Hanewicz asked if anonymous complaints have affected the Sanitation complaints. Mr. Corbett responded that, before the bill that prohibited anonymous complaints, compliance codes were the highest receiver of submissions on SeeClickFix. Since the requirement that a complainant must give their name and address, the number of complaints related to code issues has reduced by 50%.

CM Figgs-Sanders suggested sanitation within the homeless community be addressed and using more general media sources other than those that are currently used to reach targeted audiences. CM Figgs-Sanders asked if there are calls from landlords when they proceed with an eviction and can they be charged for items left on the sidewalk. Mr. Joseph responded that there are some calls, and verification of eviction is established prior to charging for items to be picked up.

CM Figgs-Sanders adjourned the meeting at 11:00 AM.

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Minutes (6/16/2022)
Please scroll down to view the backup material.



CB-12

City of St. Petersburg
Public Services & Infrastructure Committee
June 16, 2022 Meeting Minutes
City Hall, Room 100

Present: Committee Vice-Chair Deborah Figgs-Sanders, Council Member Copley Gerdes, Council Member Lisset Hanewicz, and Council Member Lisa Wheeler-Bowman (Alternate)

Absent: Committee Chair Ed Montanari

Also Present: Council Chair Gina Driscoll, City Administrator Rob Gerdes, Council Member Brandi Gabbard, Managing Assistant City Attorney Michael Dema, Assistant City Attorney Heather Judd, Planning and Development Services Director Liz Abernethy, Codes Compliance Director Joe Waugh, and Deputy City Clerk Patricia Beliveau

Support Staff: Daphney Ivory – City Council Legislative Aide

1. Call to Order – 9:25 AM

2. Approval of Agenda – CM Copley Gerdes motioned for approval. All voted in favor.

3. New Business – June 16, 2022

A discussion on a potential revision of lighting code requirements for residential properties – *Liz Abernethy, Planning and Development Services Director, and Joe Waugh, Codes Compliance Director*

Codes Compliance Director Joe Waugh gave an overview of lighting complaints from 2019 to the current year. There were 55 complaints and of those complaints 40 resulted in violations, and 5 are still pending. Next, Mr. Waugh highlighted how the violations were brought into compliance, 24 violations were repositioned or removed, 6 met wattage exemption, 7 met motion detection exemption, 1 unknown, and 2 were in the process, and of the 55 complaints, there were 4 follow-up complaints after the cases were closed out.

Planning and Development Services Director Liz Abernethy continued the discussion with public feedback, sharing that there have been concerns from different neighborhoods and Lakewood Estates provided a letter with expressions of support for the proposed amendments to the City's outdoor lighting ordinance. Ms. Abernethy highlighted the exemptions in the lighting code ordinance, stating that because of the exemptions, there is no enforcement. Ms. Abernethy also highlighted the recommended changes to the ordinance, eliminating motion detector exemption, adding LED limits, and requiring screening and angling for single-family residents.

Council Member Gabbard asked how residents would be educated on the lighting code and could vendor partnership be considered. In response, Ms. Abernethy shared that a collaborative effort with marketing and neighborhood associations would be considered. CM Gabbard asked if lighting enforcement would be complaint-based or code enforced and could they be anonymous. Mr. Waugh responded that there is no anonymity and only citizen complaints would be investigated.

Council Member Hanewicz asked if vintage lighting and gas lamps would be acceptable versions of lighting fixtures. Mr. Waugh clarified that as the ordinance is currently written, those types would not violate codes.

Committee Vice-Chair Figgs-Sanders asked if residents could utilize SeeClickFix for lighting complaints. Mr. Waugh confirmed that SeeClickFix could be used for lighting complaints.

Council Member Gerdes requested staff to move forward with the ordinance changes outlined in the presentation. All voted in favor of the motion moved by CM Gerdes.

A discussion of an ordinance that will set standards for mechanical noise, such as HVAC systems –
Liz Abernethy, Planning and Development Services Director

Council Chair Driscoll explained that this was a follow-up discussion after the staff was asked to explore potential mechanical noise mitigation incentives and return to PS&I with those possible changes and discuss the next steps.

Planning and Development Services Director Liz Abernethy gave an update on the proposed mechanical noise ordinance explaining that progress has been made, however, there have been no ordinance changes. Ms. Abernethy explained that the noise ordinance references air conditioning or air-handling equipment. Ms. Abernethy explained that the noise ordinance update did not elect a decibel base system, but increased enforcement mechanisms and design standards, requiring privately owned outdoor spaces with amplified sound systems to provide noise mitigation and monitoring plan if there are residents within a certain distance.

Ms. Abernethy highlighted that a proposed noise code amendment would focus on rooftop equipment in the DC zoning districts, establishing a decibel-based limit at the property line, an exemption for existing systems in good working condition, and replacement systems must comply, and the only exemption would be for emergency generators. Ms. Abernethy shared that proposals for decimal-based systems would require a paid acoustical consultant to provide a report, in addition, that would require a codes compliance officer to be present during the reporting process. Ms. Abernethy explained that grants and FAR exemptions for enclosed mechanical equipment rooms are some potential incentives that businesses could receive. Ms. Abernethy explained that the most recent complaint received was related to the Vinoy and they are working with their neighbors to resolve those issues. Ms. Abernethy concluded with the concerns related to the local business protection act.

CM Driscoll asked if other cities have adopted requirements for noise ordinances like those adopted in Miami and if it is working for them. In referencing the City of Miami's noise ordinance, Ms. Abernethy stated many cities use a decimal-based system for their noise ordinances but could be regulated differently from plainly audible systems. CM Driscoll asked how the ordinance would address mechanical noise and how will the City ensure that the proper equipment is being installed. Ms. Abernethy explained that newer equipment is much quieter and more energy-efficient, suggesting offering grants for existing equipment or upgrading equipment to address existing or future issues. CM Driscoll suggested reviewing decibel level standards, then amending the ordinance after comparing the City of Miami's ordinance.

CM Hanewicz asked for clarification as to how the noise ordinance would be enforced for plainly audible and decibel-based noise complaints and the costs associated with hiring a consultant. Assistant City Attorney Heather Judd explained that because plainly- audible and decibel-based noise complaints are difficult to prosecute, a noise consultant would be required to complete the prosecution successfully. Ms. Abernethy explained that due to the cost of a consultant, making changes to the codes, and incentives would be preferable.

CM Figgs-Sanders asked for an update on approved hours of operations for construction work in residential areas and recommended incentives to enforce and monitor noise complaints. CM Figgs-Sanders asked what the options were. In referencing what the options are Ms. Abernethy shared that making changes to the Land Development Regulations and changes to the noise ordinance were the

suggested options. Ms. Judd also shared that currently the plainly- audible system is what is used, and the suggested use is moving mechanical noise to a special area that has decibel-based monitoring.

CM Figgs-Sanders adjourned the meeting at 10:28 AM.