

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**February 2, 2023
9:00 AM**

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: 956 2669 4635#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/95626694635>

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.

A moment of silence will be observed to remember fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month:

Officer David S. Crawford - February 21, 2011

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. Public Hearings and Quasi-Judicial Proceedings - 9:30 A.M.

Public Hearings

1. [A Resolution approving a substantial amendment \(Amendment\) to the FY 2019/20 Annual Action Plan \(Plan\) in the amount of \\$56,700 of Community Development Block Grant CV-3 \(CDBG-CV3\) funds to add additional funding to Bay Area Legal Services to continue providing free legal and mediation services, CDBG-CV #3 Subrecipients 19/20 Community Law Program project \(18353-15\); and \\$111,291.81 of Emergency Solutions Grant CV-2 \(ESG-CV2\) funds to add additional funding to St. Vincent de Paul \(St. Vincent\) to continue providing temporary hotel/motel vouchers where shelter beds are not available, ESG-CV #2 subrecipients 19/20 St. Vincent-Voucher project \(17831-06\); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development \(HUD\); and to execute all documents necessary for implementation of the Amendment, and providing an effective date.](#)

F. Reports

1. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-02-BN/TB\(A\) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. \("A/E"\) for A/E to provide \(i\) data collection and site investigation \(survey/subsurface utility engineering, and geotechnical\), \(ii\) design documents, construction drawings, permitting services, and utility coordination, \(iii\) bid specification documents, \(iv\) bidding assistance and \(v\) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \\$393,892.78 \(ECID Project No. 22104-110: Oracle No 17987\); and providing an effective date.](#)

G. New Business

1. [Respectfully requesting a referral to the Economic and Workforce Development Committee, or other relevant committee, for a report and update on office space development in the City of St. Petersburg. \(Councilmember Montanari\)](#)

H. Council Committee Reports

1. [January 12, 2023 Budget, Finance, & Taxation Committee - Action Item](#)
 - (a) A Resolution approving funding for renovations to the Band Shell in Williams Park in an amount not to exceed \$850,000 from the Downtown Open Space Fund; making certain findings about the Williams Park Band Shell Project; approving a supplemental appropriation in the amount of \$850,000 from the unappropriated balance of the Downtown Open Space Fund (1902) to the Williams Park Band Shell Renovation Project (TBD); and providing an effective date.
2. [Co-Sponsored Events Committee \(1/19/2023\)](#)
 - (a) A Resolution approving events for Co-Sponsorship by the City in name only for FY2023 and FY2024; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.
 - (b) A Resolution waiving the six-month application requirement of City Council Resolution no. 2022-261 as to PMB Events LLC; granting an exception to the waiver fee pursuant to City Council Resolution no. 2022-261 as to PMB Events LLC; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.
 - (c) A Resolution in accordance with City Code Section 21-38(d) exempting Derby Party (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.
 - (d) A Resolution in accordance with City Code Section 21-38(c) exempting Paddy Fest St. Pete (Williams Park) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.
 - (e) A Resolution in accordance with City Code Section 21-38(d) exempting Pier Concert (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or

dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(f) A Resolution in accordance with City Code Section 21-38(d) exempting Piertoferfest (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(g) A Resolution in accordance with City Code Section 21-38(c) exempting St. Pete Pride Family Day (North Straub Park) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(h) A Resolution in accordance with City Code Section 21-38(c) exempting St. Pete Pride Weekend (St. Pete Waterfront Parks and Grand Central District- Central Ave) from the beer and wine only restrictions in City Code section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(i) A Resolution in accordance with City Code Section 21-38(d) exempting Spring Festival & Easter Egg Hunt (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(j) A Resolution in accordance with City Code Section 21-38(d) exempting The Fourth (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(k) A Resolution in accordance with City Code Section 21-38(d) exempting St. Pete Pier Fall Festival (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(l) A Resolution in accordance with City Code Section 21-38(c) exempting Savor St. Pete (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

(m) Requesting a discussion by City Council regarding potential dissolution of the Co-Sponsored Events Committee.

3. [January 12, 2023 Housing, Land Use, & Transportation Committee - Action Item](#)

(a) Respectfully requesting City Council approval of the Campbell Park Neighborhood Plan update.

4. [January 26, 2023 Budget, Finance, & Taxation Committee - Action Item](#)

(a) Respectfully requesting City Council approval of the Planning and Development Services Department management evaluation and scope of services.

I. Legal

J. Open Forum

K. Adjournment

**St. Petersburg
Community Redevelopment Agency (CRA)
February 2, 2023**

1. City Council Convenes as Community Redevelopment Agency.
2. [A Resolution of the St. Petersburg Community Redevelopment Agency \(CRA\) finding the 21 story building with a total of 200 dwelling units, 10,843 square feet of commercial space and a 264 space parking garage located at 685 AND 699 1ST Avenue North AND 694 Arlington Avenue North consistent with the Intown Redevelopment Plan; and providing an effective date. \(CITY FILE IRP 23-1A\)](#)
3. Adjourn Community Redevelopment Agency.



Consent Agenda A
February 2, 2023

NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Procurement)

1. [Accepting a proposal from IPS Group, Inc., a sole source supplier, for pay-by-credit card parking meters and data management services, for the Transportation and Parking Management Department, for a three-year contract amount of \\$903,842.52.](#)
2. [Approving the reinstatement and renewal of two blanket purchase agreements for pavement marking supplies with Ennis-Flint, Inc. and Potters Industries, LLC, in the amount of \\$340,000 for a total contract amount of \\$598,720.](#)

(City Development)

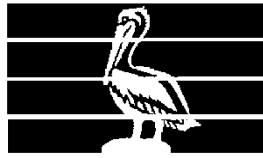
(Leisure Services)

(Public Works)

(Appointments)

(Miscellaneous)

3. [A Resolution authorizing the Mayor or his designee to accept additional funding in the amount of \\$903,598.20 from the Early Learning Coalition of Pinellas, Inc. \("ELC"\); authorizing the Mayor or his designee to execute all documents necessary to receive this funding; approving a supplemental appropriation in the amount of \\$903,598.20 from the increase in the unappropriated balance of the General Fund \(0001\), resulting from these additional funds, to the Parks and Recreation Department, Administration Division \(190-1573\); and providing an effective date.](#)



**Consent Agenda B
February 2, 2023**

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 Interflex Payments LLC. d/b/a Ameriflex, for flexible spending accounts \(FSA\), consolidated omnibus budget reconciliation act \(COBRA\), and retiree billing management services, at an estimated annual cost of \\$33,781, for a total contract amount of \\$101,343.](#)

(City Development)

2. [Authorizing the Mayor, or his designee, to execute a license agreement with Sol Relief, Inc., a Florida not for profit corporation, for use of the building located at 107-½ Eighth Avenue Southeast, St. Petersburg, within Albert Whitted Airport, for the storage of disaster relief supplies and related office use, for a period of three \(3\) years at a monthly rent of \\$250.00. \(Requires affirmative vote of at least six \(6\) members of City Council.\)](#)
3. [Authorizing the Mayor, or his designee, to execute a Lease Agreement with the Florida Central Credit Union \(f/k/a the St. Petersburg Municipal Employees Credit Union\), a Florida not-for-profit financial cooperative, for a term of five \(5\) years for use of the City-owned real property located at 400 - 16th Street North, St. Petersburg, for the continued operation of a credit union, including the non-exclusive use of twenty-eight \(28\) parking spaces for nominal consideration.](#)
4. [A Resolution confirming the appointment of Todd Pressman, Ashley Marbet, Cassie Gardner, and Robert Jeffrey as regular members and Joseph Mangello, Michael Huston and the re-appointment of William Michaels as alternate members to the Community Planning and Preservation Commission to serve three-year terms ending January 31, 2026.](#)
5. [A Resolution approving the plat of Rosenthal Subdivision, located at 870 77th Avenue North and 7601 Dr. Martin Luther King, Jr. Street North; setting forth conditions; and providing an effective date. \(City File No.: DRC 18-20000019\)](#)
6. [A Resolution to execute an agreement with Volkan Alkanoglu Design for two sculptures to be located in the Grand Central District at a cost of \\$199,000; exempting and waiving the Florida statute and City code public construction bond requirement; and an appropriation of \\$399,000 to fund all project costs.](#)

(Leisure Services)

(Public Works)

7. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-03-HDR/W\(S\) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering, Inc. \(“A/E”\) for A/E to provide \(i\) project management and coordination, \(ii\) a review of the existing 10-year Capital Improvement Program, \(iii\) documentation that identifies potential funding sources, \(iv\) a presentation of findings, and \(v\) meetings with funding agencies related to the Alternative Financing Strategy Program within the Water Resources Utility Capital Improvement Program in an amount not to exceed \\$115,561.84; and providing an effective date.](#)
8. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-02-BN/TB\(A\) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. \(A/E\) for A/E to provide \(i\) data collection and site investigation \(survey/subsurface utility engineering, and geotechnical\), \(ii\) design documents, construction drawings, permitting services, and utility coordination, \(iii\) bid specification documents, \(iv\) bidding assistance and \(v\) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \\$393,892.78 \(ECID Project No. 22104-110: Oracle No 17987\); and providing an effective date. \[MOVED TO REPORTS AS F-1\]](#)

(Appointments)

9. [A Resolution reappointing Darryl Wilson as a Special Magistrate and Norman Schultz as an alternate Special Magistrate to exercise the powers of a Municipal Code Enforcement Board as provided in Chapter 162, Florida Statutes, and in accordance with Chapter 9 of the St. Petersburg City Code; and providing an effective date.](#)

(Miscellaneous)

10. [Budget, Finance and Taxation Committee Meeting Minutes \(December 8, 2022\)](#)
11. [Public Services & Infrastructure Committee Meeting Minutes \(October 27, 2022\)](#)
12. [Public Services & Infrastructure Committee Meeting Minutes \(December 8, 2022\)](#)
13. [Budget, Finance and Taxation Committee Minutes \(January 12, 2023\)](#)

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Housing, Land Use & Transportation Committee

Thursday, February 9, 2023, 8:00 a.m., Conference Room 100

Public Services & Infrastructure Committee

Thursday, February 9, 2023, 9:25 a.m., Conference Room 100

Budget, Finance & Taxation Committee

Thursday, February 9, 2023, 10:50 a.m., Conference Room 100

CRA/Agenda Review

Thursday, February 9, 2023, 1:30 p.m., Conference Room 100

City Council Meeting

Thursday, February 9, 2023, 3:00 p.m., City Council Chambers

CITY OF ST. PETERSBURG

Board and Commission Vacancies



Civil Service Board
2 Regular Members
((No term date limits))

Civil Service Board
2 Alternate Members
((No term date limits))

Nuisance Abatement Board
1 Regular Member
((Term expires 12/31/25))

Nuisance Abatement Board
2 Alternate Members
((Term expires 8/31/24 and 12/31/24))

Affordable Housing Advisory Committee
3 Regular Members
((Term expires 1/9/26))

Civilian Police Review Committee
1 Regular Member
((Term expires 6/30/26))

Civilian Police Review Committee
1 Alternate Member
((Term expires 6/30/26))

Committee to Advocate for Persons with Impairments
3 Regular Members
((Term expires 12/31/25))

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.

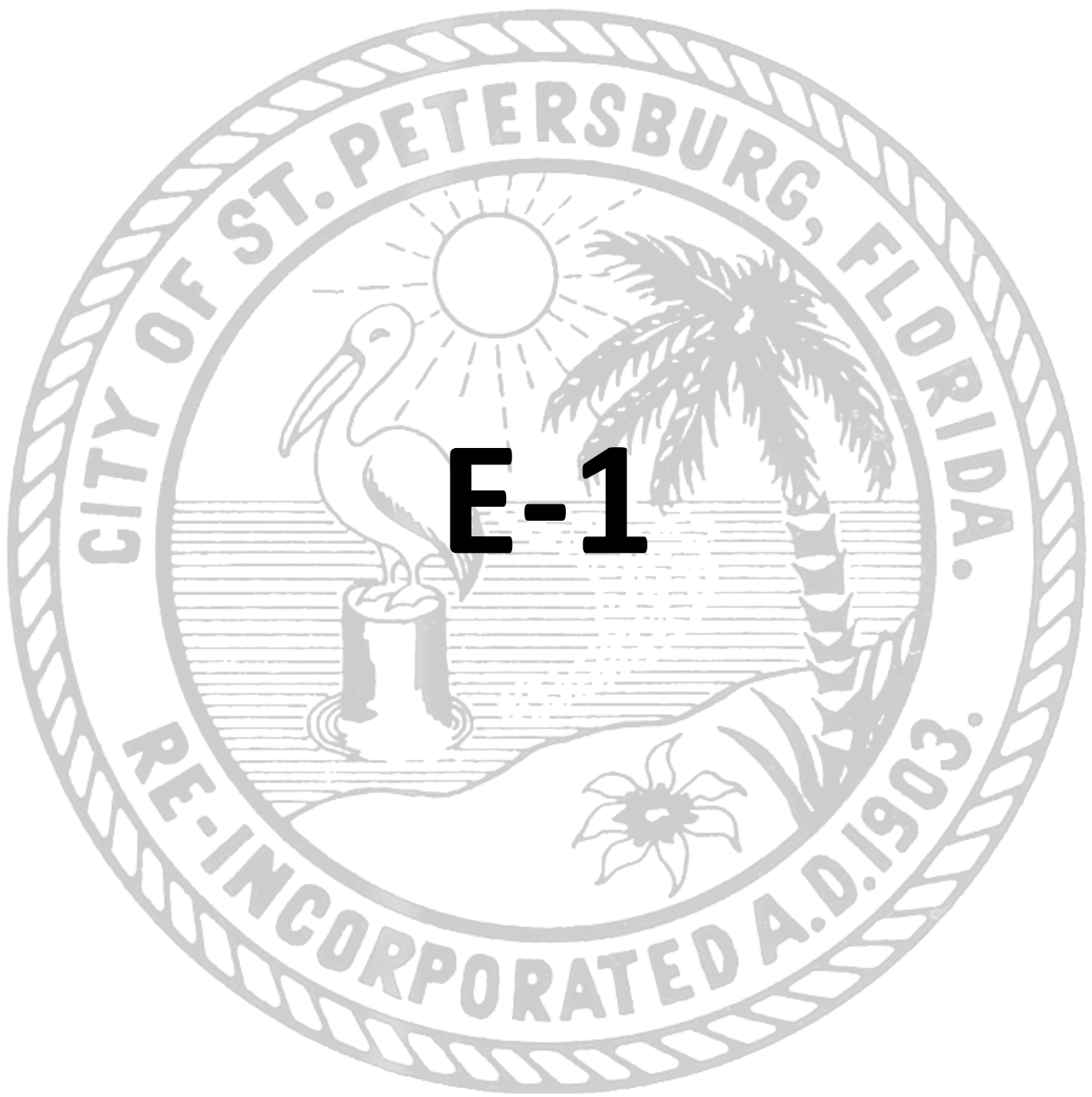
7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument and/or rebuttal. The order of rebuttal/closing shall be:

- 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.

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The following page(s) contain the backup material for Agenda Item: A Resolution approving a substantial amendment (Amendment) to the FY 2019/20 Annual Action Plan (Plan) in the amount of \$56,700 of Community Development Block Grant CV-3 (CDBG-CV3) funds to add additional funding to Bay Area Legal Services to continue providing free legal and mediation services, CDBG-CV #3 Subrecipients 19/20 Community Law Program project (18353-15); and \$111,291.81 of Emergency Solutions Grant CV-2 (ESG-CV2) funds to add additional funding to St. Vincent de Paul (St. Vincent) to continue providing temporary hotel/motel vouchers where shelter beds are not available, ESG-CV #2 subrecipients 19/20 St. Vincent-Voucher project (17831-06); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development (HUD); and to execute all documents necessary for implementation of the Amendment, and providing an effective date.

Please scroll down to view the backup material.



E-1

ST. PETERSBURG CITY COUNCIL
(Non-Consent Agenda Item)
Meeting of February 2, 2023

TO: The Honorable Brandi Gabbard, Chair, and Members of City Council

SUBJECT: A resolution approving a substantial amendment (“Amendment”) to the FY 2019/20 Annual Action Plan (“Plan”) in the amount of \$56,700 of Community Development Block Grant CV-3 (“CDBG-CV3”) funds to add additional funding to Bay Area Legal Services to continue providing free legal and mediation services, CDBG-CV #3 Subrecipients 19/20 – Bay Area Legal project (18353-15); and \$111,291.81 of Emergency Solutions Grant CV-2 (“ESG-CV2”) funds to add additional funding to St. Vincent de Paul (“St. Vincent”) to continue providing temporary hotel/motel vouchers where shelter beds are not available, ESG-CV #2 Subrecipients 19/20 – St. Vincent-Voucher project (17831-06); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development (“HUD”); and to execute all documents necessary for implementation of the Amendment, and providing an effective date.

EXPLANATION: During March 2020, Congress and the President approved the Coronavirus Aid Relief, and Economic Security Act (“CARES Act”), Public Law 116-136, which has the purpose of providing emergency assistance and health care response for individuals, families and businesses affected by the 2020 coronavirus pandemic. Funding was approved to ensure that individuals/households who have lost their jobs, had to close their businesses, or who could not pay their rents/mortgages were provided resources to assist them while waiting for the pandemic to subside.

The CARES Act made available an additional \$4 billion in Emergency Solutions Grant Coronavirus (“ESG-CV1”) funds to supplement the FY 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94) to the U.S. Department of Housing and Urban Development (“HUD”) in which HUD immediately allocated \$1 billion to entitlement recipients based on the FY 2020 ESG formula. On April 2, 2020, the City of St. Petersburg (“City”) was awarded \$539,562 in ESG-CV1 grant funding and on May 21, 2020, accepted and appropriated this grant by Resolution Number 2020-197.

On June 9, 2020, HUD advised the City that an additional \$2.96 billion in funding for ESG-CV grants was being allocated by a separate formula developed by the Secretary of HUD. The variables used in this calculation were: 1) total homeless population, 2) unsheltered homeless population, 3) total very-low-income renters, and 4) very-low-income renters that are overcrowded or without a kitchen or plumbing. Based on this formula, the City of St. Petersburg (“City”) was awarded \$2,902,139 in ESG-CV2 grant funding and on September 3, 2020, accepted and appropriated this grant by Resolution Number 2020-343.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (“CDBG-CV1”) funds to the U.S. Department of Housing and Urban Development (“HUD”) in which HUD immediately allocated all but \$2 billion to entitlement recipients based on the fiscal year 2020 CDBG formula. On September 11, 2020, HUD notified the City of an additional award of \$1,594,534 (“CDBG-CV3”) derived from the \$2 billion in remaining CDBG-CV3 funding, and on April 15, 2021, accepted and appropriated this grant by Resolution Number 2021-176.

In order to accelerate the ability to assist those most in need, a substantial amendment to the FY 2019/20 Annual Action Plan, which was originally approved under Resolution Number 2019-393 dated August 1, 2019, was needed to add projects for the ESG-CV2 funding totaling \$2,902,139 and CDBG-CV3 funding totaling \$1,594,534.

On July 8, 2020, a Notice of Funding Availability (“NOFA”) was advertised in the Tampa Bay Times, notifying agencies of the availability of the funding. St. Vincent applied for funding and met the requirements of the grant to receive funding. On September 3, 2020, the City Council by Resolution Number 2020-343, approved funding to St. Vincent in the amount of \$257,416 to provide temporary hotel/motel vouchers where shelter beds are not available.

As a result of St. Vincent reaching out to the City requesting additional funding, on April 7, 2022, the City Council by Resolution Number 2022-173, approved funds in the amount of \$112,000 to continue to provide hotel/motel vouchers.

On May 18, 2022, a Notice of Funding Availability (“NOFA”) was advertised in the Tampa Bay Times, notifying agencies of the availability of funding. Bay Area Legal Services applied for funding and met the requirements of the grant to receive funding. On July 7, 2022, the City Council by Resolution Number 2022-324, approved funding to Bay Area Legal Services in the amount of \$135,000 for free legal aid and mediation services.

Because all funding has not been awarded under these grants and due to the high demand for legal services, staff reached out to all three legal aid agencies currently under contract. Bay Area Legal Services was the only agency who indicated that additional funding was needed and agreed to accept an amount of \$56,700 to continue to offer free legal and mediation services.

In addition, staff reach out to St. Vincent de Paul to see if additional funds were needed because of the high demand for shelter beds and agreed to accept an amount of \$111,291.81 for temporary hotel/motel vouchers.

Administration believes awarding additional funding to both agencies is in the best interest of the clients whom they serve while assisting the City to expend and drawdown the ESG-CV2 and CDBG-CV3 funding. Total combined funding available to Bay Area Legal Services will be \$191,700 and St. Vincent will be \$480,707.81.

A public notice was published on January 18, 2023, in the Tampa Bay Times to notify the public of the proposed Amendment and of a public hearing to be held on February 2, 2023, which complies with the revised Citizen Participation requirements of the Consolidated Plan.

RECOMMENDATION:

A resolution approving a substantial amendment (“Amendment”) to the FY 2019/20 Annual Action Plan (“Plan”) in the amount of \$56,700 of Community Development Block Grant CV-3 (“CDBG-CV3”) funds to add additional funding to Bay Area Legal Services to continue providing free legal and mediation services, CDBG-CV #3 Subrecipients 19/20 – Bay Area Legal project (18353-15); and \$111,291.81 of Emergency Solutions Grant CV-2 (“ESG-CV2”) funds to add additional funding to St. Vincent de Paul (“St. Vincent”) to continue providing temporary hotel/motel vouchers where shelter beds are not available, ESG-CV #2 Subrecipients 19/20 – St. Vincent-Voucher project (17831-06); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and

Urban Development (“HUD”); and to execute all documents necessary for implementation of the Amendment, and providing an effective date.

COST/FUNDING ASSESSMENT INFORMATION:

Funds have been previously appropriated in the Emergency Solutions Grant Fund (1112) and Community Development Block Grant Fund (1111), Housing and Community Development Department, Administration Division (082-1089).

ATTACHMENTS: Resolution

APPROVALS:

Administration: *McFoster*

Budget: *Lance Stanford*

Resolution No. 2023 - _____

A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT (“AMENDMENT”) TO THE FY 2019/20 ANNUAL ACTION PLAN (“PLAN”) IN THE AMOUNT OF \$56,700 OF COMMUNITY DEVELOPMENT BLOCK GRANT CV-3 (“CDBG-CV3”) FUNDS TO ADD ADDITIONAL FUNDING TO BAY AREA LEGAL SERVICES TO CONTINUE PROVIDING FREE LEGAL AND MEDIATION SERVICES, CDBG-CV #3 SUBRECIPIENTS 19/20 – COMMUNITY LAW PROGRAM PROJECT (18353-15); AND \$111,291.81 OF EMERGENCY SOLUTIONS GRANT CV-2 (“ESG-CV2”) FUNDS TO ADD ADDITIONAL FUNDING TO ST. VINCENT DE PAUL (“ST. VINCENT”) TO CONTINUE PROVIDING TEMPORARY HOTEL/MOTEL VOUCHERS WHERE SHELTER BEDS ARE NOT AVAILABLE, ESG-CV #2 SUBRECIPIENTS 19/20 – ST. VINCENT-VOUCHER PROJECT (17831-06); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”); AND TO EXECUTE ALL DOCUMENTS NECESSARY FOR IMPLEMENTATION OF THE AMENDMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during March 2020 Congress and the President approved the Coronavirus Aid Relief and Economic Security Act (“CARES Act”), Public Law 116-136, which has the purpose of providing emergency assistance and health care response for individuals, families and businesses affected by the 2020 Coronavirus pandemic; and

WHEREAS, the CARES Act made available an additional \$4 billion in Emergency Solutions Grant Coronavirus (“ESG-CV”) funds to supplement the FY 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94) to the U.S. Department of Housing and Urban Development (“HUD”) in which HUD immediately allocated \$1 billion to entitlement recipients based on the FY 2020 ESG formula; and

WHEREAS, on April 2, 2020, the City of St. Petersburg (“City”) was awarded \$539,562 in ESG-CV1 grant funding and on May 21, 2020, City Council by Resolution Number 2020-197 accepted and appropriated said grant funds; and

WHEREAS, on June 9, 2020, HUD advised the City that an additional \$2.96 billion in ESG-CV funding was being allocated of which the City was awarded \$2,902,139 in ESG-CV2 funding; and

WHEREAS, on September 11, 2020, HUD advised the City that an additional \$2 billion in CDBG-CV3 funding was being allocated of which the City was awarded \$1,594,534 in CDBG-CV3 funding; and

WHEREAS, a substantial amendment to the FY 2019/20 Annual Action Plan, which was originally approved under resolution Number 2019-339 dated August 1, 2019, was needed to add projects for the ESG-CV2 funding totaling \$2,902,139 and CDBG-CV3 funding totaling \$1,594,534; and

WHEREAS, on July 8, 2020, a Notice of Funding Availability (“NOFA”) was advertised in the Tampa Bay Times notifying agencies of the availability of funding; and

WHEREAS, St. Vincent applied for funding and met the requirements of the grant to receiving funding; and

WHEREAS, on September 3, 2020, the City Council by Resolution Number 2020-343, approved funding to St. Vincent in the amount of \$257,416 to provide temporary hotel/motel vouchers where shelter beds are not available; and

WHEREAS, as a result of additional funding being requested to continue to provide hotel/motel vouchers, City Council on April 7, 2022, by Resolution Number 2022-173, approved funds in the amount of \$112,000; and

WHEREAS, on May 18, 2022, a Notice of Funding Availability (“NOFA”) was advertised in the Tampa Bay Times, notifying agencies of the availability of funding; and

WHEREAS, Bay Area Legal Services applied for funding and met the requirements of the grant to receiving funding; and

WHEREAS, on July 7, 2022, the City Council by Resolution Number 2022-324, approved funding to Bay Area Legal Services in the amount of \$135,000 for free legal aid and mediation services; and

WHEREAS, because all funding has not been awarded under these grants, Bay Area Legal Services has accepted additional funding in the amount of \$56,700, and St. Vincent an additional amount of \$111,291.81 as a result of the high demand for legal services and temporary hotel/motel vouchers; and

WHEREAS, the Administration believes that the request from both agencies is in the best interest of the clients whom they serve while assisting the City to expend and drawdown the ESG-CV2 and CDBG-CV3 funding; and

WHEREAS, the total combined funding available to Bay Area Legal Services will be \$191,700 and St. Vincent will be \$480,707.81; and

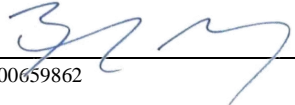
WHEREAS, a public notice was published on January 18, 2023 in the Tampa Bay Times to notify the public of the proposed Amendment and of a public hearing to be held on February 2, 2023, which complies with the revised Citizen Participation requirements of the Consolidated Plan.

NOW THEREFORE BE IT RESOLVED, a substantial amendment (“Amendment”) to the FY 2019/20 Annual Action Plan (“Plan”) in the amount of \$56,700 of Community Development Block Grant CV-3 (“CDBG-CV3”) funds to add additional funding to Bay Area Legal Services to continue providing free legal and mediation services, CDBG-CV #3 Subrecipients 19/20 – Bay Area Legal project (18353-15); and \$111,291.81 of Emergency Solutions Grant CV-2 (“ESG-CV2”) funds to add additional funding to St. Vincent DePaul (“St. Vincent”) to continue providing temporary hotel/motel vouchers where shelter beds are not available, ESG-CV #2 Subrecipients 19/20 – St. Vincent-Voucher project (17831-06) is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to submit the Amendment to the U.S. Department of Housing and Urban Development (“HUD”) and to execute all documents necessary for implementation of this resolution and the Amendment.

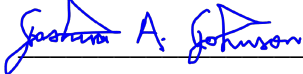
This resolution shall become effectively immediately upon its adoption.

LEGAL:

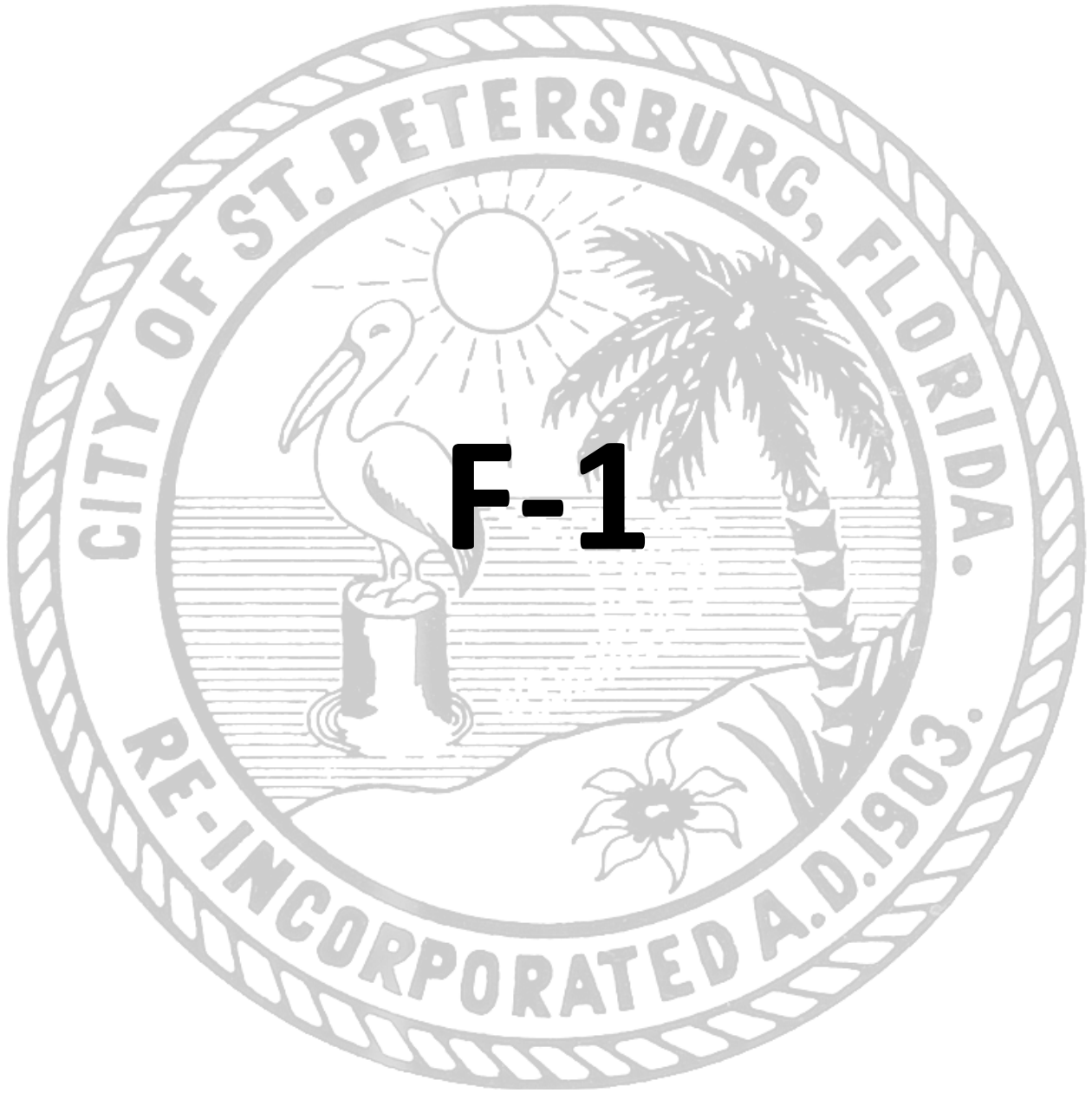


00659862

DEPARTMENT:



The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-02-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. (“A/E”) for A/E to provide (i) data collection and site investigation (survey/subsurface utility engineering, and geotechnical), (ii) design documents, construction drawings, permitting services, and utility coordination, (iii) bid specification documents, (iv) bidding assistance and (v) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \$393,892.78 (ECID Project No. 22104-110: Oracle No 17987); and providing an effective date. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 2, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-02-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. (“A/E”) for A/E to provide (i) data collection and site investigation (survey/subsurface utility engineering, and geotechnical), (ii) design documents, construction drawings, permitting services, and utility coordination, (iii) bid specification documents, (iv) bidding assistance and (v) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \$393,892.78 (ECID Project No. 22104-110: Oracle No 17987); and providing an effective date.

EXPLANATION: On January 6, 2021, the City of St. Petersburg, Florida and Burgess & Niple, Inc. entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Transportation and Bridge Improvement projects.

In 2019, 62nd Ave NE from 1st St to Bayou Grande Blvd NE was scheduled to be milled and resurfaced as part of the Citywide Annual Resurfacing contract. Prior to the work being performed, visual inspections and roadway borehole inspections were performed due to presence of advance deterioration and cracking. It was determined, that milling and resurfacing the roadway would not fix the structural base issues that were present. The Engineering and Capital Improvements Department began value engineering different methods of repair and reconstruction. It was determined that Full Depth Reclamation (“FDR”) was a viable and cost-effective option. Furthermore, construction of this work is being sequenced following other City work which was dependent on this segment of roadway functioning as a detour route. Separate drainage improvements will be coordinated and implemented as a separate project prior to this Project.

FDR is a process that will recycle the existing roadway asphalt and base into a new structural base. New asphalt will then be placed atop the new base material to complete the roadway.

Task Order No. 21-02-BN/TB(A) in the amount of \$393,892.78 shall provide professional engineering services including but not limited to survey, plan production and coordination for 30%, 60%, 90%, and Final design submittals. The design scope will include survey of the corridor, geotechnical investigations, design submittals at 30%, 60%, 90% and Final phases, and bid specifications. The Task Order includes a \$20,000.00 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-02-BN/TB(A) includes the following phases and associated not to exceed costs respectively:

	Approved
Data Collection and Site Investigation: Survey/SUE, Geotech	\$141,533.08
Design, Construction Drawings, Permitting, Utility Coordination	\$208,365.70
Preparation Bid Specifications	\$ 20,466.00
Bidding Assistance / Award Review	\$ 3,528.00
Allowance	\$ 20,000.00
Total	\$393,892.78

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

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-02-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. (“A/E”) for A/E to provide (i) data collection and site investigation (survey/subsurface utility engineering, and geotechnical), (ii) design documents, construction drawings, permitting services, and utility coordination, (iii) bid specification documents, (iv) bidding assistance and (v) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \$393,892.78 (ECID Project No. 22104-110: Oracle No 17987); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Citywide Infrastructure Capital Improvement Fund (3027) Street and Road Improvements FY21 Project (17987).

ATTACHMENTS: Resolution
Task Order No. 21-02-BN/TB(A)
Map

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-02-BN/TB(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JANUARY 6, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BURGESS & NIPLE, INC. (“A/E”) FOR A/E TO PROVIDE (i) DATA COLLECTION AND SITE INVESTIGATION (SURVEY/SUBSURFACE UTILITY ENGINEERING, AND GEOTECHNICAL), (ii) DESIGN DOCUMENTS, CONSTRUCTION DRAWINGS, PERMITTING SERVICES, AND UTILITY COORDINATION, (iii) BID SPECIFICATION DOCUMENTS, (iv) BIDDING ASSISTANCE AND (v) CONTRACT AWARD REVIEW FOR THE 62ND AVENUE NE ROADWAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$393,892.78 (ECID PROJECT NO. 22104-110: ORACLE NO 17987); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Burgess & Niple, Inc. (“A/E”) executed an architect/engineering agreement on January 6, 2021 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous Transportation and Bridge Improvement Projects; and

WHEREAS, Administration desires to issue Task Order No. 21-02-BN/TB(A) for A/E to provide (i) data collection and site investigation (survey/subsurface utility engineering, and geotechnical), (ii) design documents, construction drawings, permitting services, and utility coordination, (iii) bid specification documents, (iv) bidding assistance and (v) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \$393,892.78, which amount includes an \$20,000 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. 21-02-BN/TB(A) to the architect/engineering agreement dated January 06, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. (“A/E”) for A/E to provide (i) data collection and site investigation (survey/subsurface utility engineering, and geotechnical), (ii) design documents, construction drawings, permitting services, and utility coordination, (iii) bid specification documents, (iv) bidding assistance and (v) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \$393,892.78.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00660353

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: February 2, 2023

TO: The Honorable Brandi Gabbard, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Burgess & Niple, Inc.
Task Order No. 21-02-BN/TB(A) in the amount of \$393,892.78

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 survey, design, permitting and bidding for roadway improvement work along 62nd Avenue NE from 1st Street to Foch Ave

Burgess & Niple, Inc. has satisfactorily completed similar work under previous Task Orders, and is familiar with the City Standards.

Burgess & Niple, Inc. has significant experience in the design, permitting and construction phase activities of roadway improvements, especially Full Depth Reclamation.

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
Burgess & Niple, Inc.

Miscellaneous Professional Services for Transportation and Bridge Improvement Projects
A/E Agreement Effective - January 6, 2021
A/E Agreement Expiration - December 31, 2024

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	21093-117	Little Bayou Preserve Pedestrian Bridge Revision No. 1	10/01/21 03/16/22	84,637.58 4,790.00
02	22104-110	62nd Ave N - Full Depth Reclamation	Pending	
			Total:	89,427.58

TASK ORDER NO. 21-02-BN/TB(A)
62ND AVENUE NORTH – FULL DEPTH RECLAMATION (FDR)
TRANSPORTATION AND BRIDGE PROJECTS
CITY PROJECT NO. 22104-110

This Task Order No. 21-02-BN/TB(A) is made and entered into this _____ day of _____, 2023, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR TRANSPORTATION AND BRIDGE PROJECTS dated January 6, 2021 (“Agreement”) between Burgess & Niple, 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

Design analysis and roadway construction plans for the Full Depth Reclamation (FDR) of the existing roadway pavement along 62nd Avenue Northeast from 1st Street North to 16th Street Northeast. The City desires to provide for pavement rehabilitation/restoration within the project limits due to the existing poor roadway conditions. Work also includes topographic survey, geotechnical investigation, environmental permitting and utility coordination.

A/E is authorized by the City to collect the necessary data and prepare construction plans for the proposed improvements along 62nd Avenue Northeast.

II. SCOPE OF SERVICES

Task 1 – Data Collection and Site Investigation

A/E shall perform data collection, field exploration and site investigation to collect the information needed to design and permit the proposed roadway improvements, including topographic survey, and geotechnical investigations, including pavement cores.

1.1 Topographic Survey

A/E shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. Survey services shall include horizontal and vertical project control, along with establish reference points. A/E will establish project alignment and will depict alignment and existing R/W lines (in required format) per CITY R/W Maps, platted or dedicated rights-of-way. A/E will prepare a topography/digital terrain model (DTM) for the existing limits of the project within the existing R/W. A/E will perform a drainage survey including pipe type, location, size and flow line elevations.

1.2 Geotechnical investigations

A/E will perform the identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations. A/E will provide the general location and

description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction. A/E will investigate the existing pavement and base layer thicknesses. A/E will provide the general geotechnical recommendations for the proposed construction. A/E will provide a signed and sealed geotechnical report.

1.3 Preliminary Engineer's Estimate

Following receipt of NTP, the A/E will develop a preliminary Engineer's Estimate of Probable Construction Cost assuming full reconstruction of the pavement within the limits of the project and no drainage improvements.

1.4 ADA Assessment

The A/E will investigate the project corridor for existing deficiencies for pedestrian facilities consistent with requirements of the Americans with Disabilities Act (ADA) however no modifications to the existing curb and gutter, driveways and sidewalks along the corridor are included in the design of this project. Results will be provided within the Summary of Findings deliverable.

Task 2 – Design, Construction Plans, Permitting, Utility Coordination Phase

A/E shall perform design analysis and prepare construction plans (30/60/90/Final) to support the proposed pavement rehabilitation/restoration through FDR.

2.1 Project Administration

A/E will prepare exhibit to support two (2) public meetings (City Council and neighborhood association meeting). A/E will provide contract maintenance through coordination with subconsultants. A/E will provide monthly progress reports and invoices for the anticipated 14-month schedule.

2.2 FDR Assessment

A/E will evaluate the pavement cores and geotechnical borings to evaluate the use of FDR for the proposed pavement restoration/rehabilitation. A/E will coordinate with the City to determine if FDR is the best pavement solution to be carried forward into the construction plans. A/E will provide proposed pavement designs to the City for review and approval.

2.3 Temporary Traffic Control

The A/E will develop temporary traffic control plans sufficient for the proposed construction requirements.

2.4 Existing Storm Drainage Review

A/E will review the storm drainage video inspection report to determine if the existing storm pipe is causing pavement failure above the pipe. If the existing conditions indicate remediation is necessary, A/E will coordinate with the City on alternatives. All existing stormwater pipes and inlets are to be retained.

2.5 Plan Development

A/E will develop 30/60/90/Final (signed and sealed) construction plans. The proposed striping will retain the existing pavement marking cross section. Construction plan submittals will be provided in PDF format for the City to review. There will be four submittals: 30%, 60%, 90% and Final with City reviewing all submittals (21 days for the 60% and 90%). The Final Plans will only be reviewed by those who provided comments at 90% to confirm their comments were addressed. Summary of quantities and Engineer's Opinion of Probable Construction Costs will be provided at the 30%, 60%, 90% and Final submittals.

2.6 SWFWMD Permitting

A/E shall prepare a Southwest Florida Water Management District (SWFWMD) exemption application and supporting documentation and pay associated fee. Work also includes Pre-Application meeting and responding to regulatory comments. SWFWMD exemption application will be submitted following the City's review of the 60% construction plans.

2.7 Utility Coordination

A/E shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) and verify that all conflicts that exist between utility facilities and the City's construction project are addressed. A/E shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. Utilities anticipated on the project: The City's Utility Permit search found ten (10) UAOs within the project limits as follows: Bright House Networks, City of St. Petersburg, Duke Energy, Frontier, Fiberlight, MCI, Zayo Group, Knology, TECO Peoples Gas, and Uniti Fiber.

A/E will certify the following: All utility negotiations (fully executed utility work schedule) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule. No relocation/adjustments are required (and No Conflict Letter/Email provided by the applicable Utility Company/Agency).

Task 3 – Preparation of Bid Specifications

A/E shall prepare Specifications in Word and signed and sealed documents in PDF. This shall include specifications in enough detail for the successful bidder to know the scope and extent of work, and the materials and material properties to be used in the final work. A draft Specification Package shall be provided with the 60% & 90% submittal and a signed and sealed Specification Package shall be provided at the Final submittal.

Task 4 – Bidding Assistance and Award Review

4.1 Pre-Bid Meeting

A/E shall attend a pre-bid meeting, if one is held.

4.2 Bidding Phase

A/E shall respond to questions from the City and Contractors during bidding phase. A/E will not respond directly to prospective bidders but rather forward intended responses to the City for dissemination.

A/E shall review received bids and discuss any bid unit prices that vary greatly between bidders or from the A/E's Opinion of Probable Construction Cost.

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 1.1 – Data Collection & Site Investigation	80
Task 2.6 – 30% Submittal (without survey)	150
Task 2.6 – City Review	171
Task 2.6 – 60% Submittal	231
Task 2.6 – City Review	252
Task 2.6 – Permit and Utility Submittal	262
Task 2.6 – 90% Submittal	297
Task 2.6 – City Review 90% Submittal	307
Task 2.6 – Final Plans Submittal	352
Task 2.6 – City Review Final Plans	362
Task 2.7 – Permit Obtained	383
Task 3 - Submit Signed & Sealed Plans & Specs	390
Task 4 – Bidding Assistance	Follow City's Procurement Schedule

IV. A/E'S RESPONSIBILITIES

The A/E shall provide the services outlined in Section II, Scope of Services and deliverables in Section VI, Deliverables.

V. CITY'S RESPONSIBILITIES

Provide existing utility atlas data – COMPLETE.
Provide access for survey and geotechnical services.

VI. DELIVERABLES

- Task 1 – Data Collection and Site Investigation
1. Survey (PDF and CADD files).
 2. Geotechnical Report.
 3. Summary of findings from field exploration, including ADA Assessment.
 4. Preliminary Engineer's Estimate of Probable Construction Cost

Task 2 – Design, Construction Drawings, Permitting, Utility Coordination Phase

1. 30%/60%/90%/Final Plans and response to comments.
2. SWFWMD Permit exemption application and response to comments.
3. Approved SWFWMD Permit exemption.
4. Utility coordination and clear utilities (Utility Work Schedules or No Conflict Letter/Email).
5. Final (signed and sealed) Plans and response to comments.

Task 3 – Preparation of Construction Drawings and Bid Specifications

1. Specifications in Word for review and signed and sealed documents in PDF.

Task 4 – Bidding assistance and award review

1. Attend meeting with City staff and potential contractors.
2. Assistance in responding to RFI's via email.
3. Review of contractor submittals.

VII. A/E'S COMPENSATION

For Tasks 1 through 4, the City shall compensate the A/E the not to exceed amount of \$373,892.78.

This Task Order establishes an allowance in the amount of \$20,000.00 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 **\$393,892.78** per Appendix A.

VIII. PROJECT TEAM

A/E:

- Burgess & Niple, Inc.

Subconsultants:

- Cumbey & Fair, Inc.
- Arehna, Inc.

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)

Burgess and Niple, Inc.
(Company Name)

By: _____
(Authorized Signatory)

John Kilgore, Vice President
(Printed Name and Title)

Date: 1/11/2023

WITNESSES:

By: _____
(Signature)

Michelle Casals, Marketing Manager
(Printed Name)

By: _____
(Signature)

Angelo Belluocic
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
62nd Avenue North - Full Depth Reclamation (FDR)
Project No. 22104-110

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Chief Engineer 1	Project Manager 1	Engineer 1	Engineer 2	Chief Designer	Engineer Intern			Total Hours	Labor Cost
Direct Salary		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Multiplier		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Billing Rates ¹		\$ 293.00	\$ 245.00	\$ 147.00	\$ 185.00	\$ 160.00	\$ 118.00	\$ -	\$ -		
TASK											
1	Data Collection and Site Investigation; Survey/SUE, Geotech/ADA Assessment	0	16	0	31	0	12			59	\$ 11,071.00
2	Design, Construction Drawings, Permitting, Utility Coordination Phase	36	88	261	462	58	182			1087	\$ 186,701.00
3	Preparation Bid Specifications	0	12	24	16	24	61			137	\$ 20,466.00
4	Bidding Assistance / Award Review	0	12	4	0	0	0			16	\$ 3,528.00
5	Limited Construction Administration	0	0	0	0	0	0			0	\$ -
Totals		36	128	289	509	82	255	0	0	1299	\$ 221,766.00

II. Fee Calculation

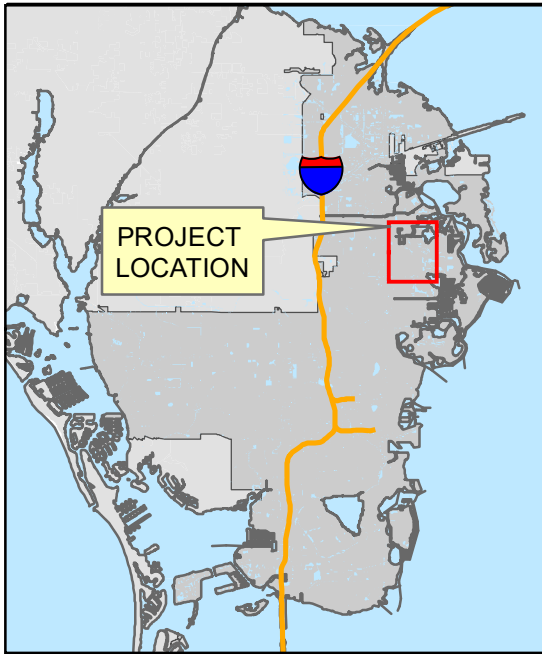
Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$11,071.00	\$0.00	\$129,650.55	\$6,482.53	\$147,204.08
2	\$186,701.00	\$250.00	\$14,994.00	\$749.70	\$202,694.70
3	\$20,466.00	\$0.00	\$0.00	\$0.00	\$20,466.00
4	\$3,528.00	\$0.00	\$0.00	\$0.00	\$3,528.00
5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$221,766.00	\$250.00	\$144,644.55	\$7,232.23	\$373,892.78

III. Fee Limit

Lump Sum Cost	\$373,892.78
Allowance⁴	\$20,000.00
Total:	\$393,892.78

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for: SWFWMD General Permit Application Fee
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: 12/09/2022

62nd Ave NE Roadway Improvements



 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					196857
Name:	Johnson, Sarah B	Request Date:	18-JAN-2023	Status:	APPROVED

Authorization Request	
Subject:	Council - 2/2
Message:	22104-110 - Burgess Niple - 62nd Ave Full Depth - Task Order
Supporting Documentation:	Burgess Niple - 62nd Ave Full Depth - Task Order - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	18-JAN-2023	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	18-JAN-2023	User Defined
2	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	18-JAN-2023	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	19-JAN-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Economic and Workforce Development Committee, or other relevant committee, for a report and update on office space development in the City of St. Petersburg. (Councilmember Montanari)

Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: January 26, 2023

COUNCIL DATE: February 2, 2023

RE: Office Space Development

ACTION DESIRED:

Respectfully requesting a referral to the Economic and Workforce Development Committee, or other relevant committee, for a report and update on office space development in the City of St. Petersburg.

Ed Montanari, Council Member
District 3

The following page(s) contain the backup material for Agenda Item: January 12, 2023 Budget,
Finance, & Taxation Committee - Action Item
Please scroll down to view the backup material.



H-1

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: January 12, 2023

COUNCIL DATE: February 2, 2023

RE: January 12, 2023 Budget, Finance, & Taxation Committee Action Item –
Motion to Approve an Appropriation of \$850,000 from the Downtown
Open Space Fund to the Williams Park Bandshell Improvements Project

ACTION DESIRED:

Respectfully requesting City Council approval of an appropriation of \$850,000 from the Downtown Open Space Fund to the Williams Park Bandshell Improvements Project.

ATTACHED:

Proposed Resolution

Council Member Copley Gerdes
Chair, Budget, Finance, & Taxation Committee

Resolution No. ____

A RESOLUTION APPROVING FUNDING FOR RENOVATIONS TO THE BAND SHELL IN WILLIAMS PARK IN AN AMOUNT NOT TO EXCEED \$850,000 FROM THE DOWNTOWN OPEN SPACE FUND; MAKING CERTAIN FINDINGS ABOUT THE WILLIAMS PARK BAND SHELL PROJECT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$850,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN OPEN SPACE FUND (1902) TO THE WILLIAMS PARK BAND SHELL RENOVATION PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopted Section 16.20.120.7.3, St. Petersburg City Code (City Code), which created a payment in lieu of required open space by which developers in the Downtown Center zoning districts could deposit a payment of 1% of total construction costs in a Downtown Open Space Fund, and created procedures and criteria for the use of these funds by the City; and

WHEREAS, as required by Section 16.20.120.7.3 of the City Code, the Williams Park Band Shell Renovation Project (“Project”) was recommended in writing to City Council by Council member Gina Driscoll and referred to the Budget, Finance, and Taxation Committee by City Council; and

WHEREAS, the Budget, Finance, and Taxation Committee recommended that funds in the amount of \$850,000 from the Downtown Open Space Fund (1902) be appropriated for the Project; and

WHEREAS, the City Council of the City of St. Petersburg hereby approves funding for the Project from the Downtown Open Space Fund.

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

- the Project involves an improvement to an existing park in a Downtown Center zoning district
- there are sufficient funds in the Downtown Open Space Fund for the request at the time of this resolution

BE IT FURTHER RESOLVED that funding for the Project in the amount of \$850,000 from the Downtown Open Space Fund (1902) is hereby approved.

BE IT FURTHER RESOLVED that the following supplemental appropriation from the unappropriated balance of the Downtown Open Space Fund (1902) to the Williams Park Band Shell Renovation Project (TBD) is hereby approved for FY23:

<u>Downtown Open Space Fund (1902)</u>	
Williams Park Band Shell Renovation Project (TBD)	\$850,000

This resolution shall become effective immediately upon its adoption.

DEPARTMENT:

BUDGET:

Bryan M. Eichler

E Makofska

LEGAL:

/s/ Jeannine S. Williams
City Attorney (or designee)
00661173

The following page(s) contain the backup material for Agenda Item: Co-Sponsored Events Committee (1/19/2023)
Please scroll down to view the backup material.



H-2



**City of St. Petersburg
City Council
Co-Sponsored Events Committee
Thursday, January 19, 2023, 11:30 AM**

**Committee Members
Copley Gerdes
Lisset Hanewicz
Gina Driscoll
John Muhammad
Richie Floyd (Alternate)**

Meeting Report

The meeting was called to order at 11:31am by Councilmember Copley Gerdes. Present at the meeting was Councilmember Gerdes, Councilmember Lisset Hanewicz, Councilmember John Muhammad, Councilmember Richie Floyd., Assistant City Attorney Christina Boussias, Parks & Recreation Manager Lynn Gordon, Parks & Recreation Supervisor II Denis Burns, Event Recruitment and Management Director Tony Leno, and City Clerk Assistant Jordan Wilson.

Councilmember Hanewicz was elected chair of the committee and Councilmember Muhammad was elected vice-chair of the committee.

The committee unanimously approved a late fee waiver for one (1) event for FY23.

The committee next approved eighteen (18) events for FY23, including waiving the non-profit requirement for eight (8) events and liquor requests for ten (10) events for FY 23.

Next, the committee approved sixteen (16) events for FY24, including waiving the non-profit requirement for four (4) events and liquor requests for two (2) events.

Councilmember Hanewicz began a discussion regarding the necessity of having co-sponsored committee meetings and asked that the committee consider that events could be approved either on City Council Consent Agenda or as a report item on a full City Council Agenda. Following discussion, Councilmember Gerdes made a motion to refer the discussion point to the full City Council and the motion was unanimously approved.

Councilmember Gerdes asked about the process for making sure that co-sponsored events are ADA compliant. Denis Burns explained that Lendel Bright provides an ADA checklist to each event organizer that must be turned in and Mr. Bright also conducts walk-throughs for events. Further Mr. Burns stated that for those logistics of co-sponsored related to parking and ingress and egress, the staff makes sure that the accessible options meet, and even exceed the DOJ requirements.

The meeting adjourned at 12:01pm.

Respectfully submitted,
Lynn Gordon
Parks & Recreation Manager

Resolution No. 2023-_____

A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP BY THE CITY IN NAME ONLY FOR FY2023 AND FY2024; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their recreation and leisure events in name only for FY2023 and FY2024; and

WHEREAS, the City’s Co-Sponsored Events Coordinator and the Co-Sponsored Events Committee have reviewed the requests in accordance with City Council Resolution No. 22-261 and have recommendations as to which events should be approved for co-sponsorship by the City in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these events to approve for co-sponsorship by the City in name only.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for FY2023 and FY2024:

FY2023

Event Name	Non Profit Organization	For-Profit Entity	Event Date
Cupid Undie Run	CHILDREN'S TUMOR FOUNDATION, INC.		02/11/23
St. Pete Pier Run	JUMP FOR KIDS, INC.	ENDORFUN SPORTS, LLC.	07/03/23 07/04/23
Running For All Children	JOHNS HOPKINS ALL CHILDREN'S HOSPITAL, INC.		09/30/23
Paddy Fest St. Pete	OCEAN AID 360. INC.	PMB EVENTS LLC	03/17/23
Bolts Hockey Fest	LIGHTNING FOUNDATION, INC.	LIGHTNING HOCKEY LP	03/26/23
Saturday Morning Summer Market	ST. PETERSBURG SATURDAY MORNING MARKET, INC.		Saturdays June-Aug.
Spring Festival & Easter Egg Hunt	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	04/07/23 04/08/23 04/09/23
Derby Party	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	05/06/23
Pier Concert	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	07/02/23
Piertoberfest	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	09/30/23
The Fourth	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	07/04/23
One Step Closer 5K	CELMA MASTRY OVARIAN CANCER FOUNDATION, INC.		09/09/23
Publix PB&J Run	DIRECTIONS FOR MENTAL HEALTH, INC		09/23/23
St Pete Pride Pride Month Kick off	ST. PETE PRIDE, INC.		06/02/23

Event Name	Non Profit Organization	For-Profit Entity	Event Date
St Pete Pride Family Day	ST. PETE PRIDE, INC.		06/10/23
St Pete Pride Weekend	ST. PETE PRIDE, INC.		06/24/23 06/25/23
Downtown Shawn Brown	SHAWN BROWN FOUNDATION, INC.		08/12/23

FY2024

Event Name	Non Profit Organization	Profit Organization	Event Date
SPYC J/70 World Championship	ST. PETERSBURG YACHT CLUB		10/27/23 - 11/6/23
World Shuffleboard Championships	ST. PETERSBURG SHUFFLEBOARD CLUB		10/22/23 - 10/27/23
St. Pete Run Fest	JUMP FOR KIDS, INC.	ENDORFUN SPORTS LLC.	11/10/23 - 11/12/23
Out of the Darkness Walk	AMERICAN FOUNDATION FOR SUICIDE PREVENTION		10/21/23
Florida Orchestra Pops in the Park	THE FLORIDA ORCHESTRA, INC.		10/14/23
CraftArt Festival	FLORIDA CRAFTART, INC.		10/19/23 - 10/21/23
Fall Festival/Trunk or Treat	CENTRAL CHRISTIAN CHURCH OF ST. PETERSBURG, INC		10/22/23
Shopapalooza Festival	JUMP FOR KIDS, INC.	LOCAL SHOPPER, LLC	11/25/23 11/26/23
St. Pete Pier Fall Festival	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	10/07/23 10/08/23
Coffee Pot Turkey Trot	FRIENDS OF NORTH SHORE ELEMENTART INC.		11/23/23
Boley Jingle Bell Run	BOLEY CENTERS INC.		12/08/23
Walk to End Alzheimer's	ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC.		10/07/23
Girls on the Run 5k (Fall)	GIRLS ON THE RUN GREATER TAMPA BAY		12/02/23
SPIFFS	ST. PETERSBURG INTERNATIONAL FOLK FAIR SOCIETY, INC.		10/19/23 - 10/21/23
Savor St. Pete	TBD	FLORIDATA CAPITAL ASSETS GROUP, INC.	11/04/23 11/05/23

BE IT FURTHER RESOLVED that the approval of the events to be presented by For-Profit Entities is contingent upon the For-Profit Entities providing the City with evidence of partnership with a non-profit organization no later than forty-five (45) days prior to the first day of each For-Profit Entity's co-sponsored event.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Muchmaricy DEPARTMENT: _____
00660437

Resolution No. 2023-_____

A RESOLUTION WAIVING THE SIX-MONTH APPLICATION REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 2022-261 AS TO PMB EVENTS LLC; GRANTING AN EXCEPTION TO THE WAIVER FEE PURSUANT TO CITY COUNCIL RESOLUTION NO. 2022-261 AS TO PMB EVENTS LLC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section (1)(A) of City Council Resolution No. 2022-261 requires that all requests for co-sponsorship by the City in name only be submitted annually no fewer than six (6) months prior to the first date of the event (“Six-Month Application Requirement”), with late applications being subject to a nonrefundable waiver fee of \$1,200 (“Waiver Fee”); and

WHEREAS, the co-sponsorship application of PMB EVENTS LLC does not meet the Six-Month Application Requirement; and

WHEREAS, in order for PMB EVENTS LLC to be approved for co-sponsorship by the City in name only, City Council must waive the Six-Month Application Requirement; and

WHEREAS, Section (1)(A) of City Council Resolution No. 2022-261 allows applicants that have not been excused from paying a Waiver Fee in the last five years to request an exception to the Waiver Fee; and

WHEREAS, PMB EVENTS LLC has not been excused from paying a Waiver Fee in the last five years; and

WHEREAS, PMB EVENTS LLC has requested that City Council grant an exception to the Waiver Fee for the following reason:

The application was submitted late due to PMB Events wanting to gauge the success of the World Cup Watch Party Events, which were hosted in November and December 2022, before committing to another event.

WHEREAS, the Co-Sponsored Events Committee has reviewed the request of PMB EVENTS LLC, as required by Section (6)(B) of City Council Resolution 2022-261 and has no opposition to waiving the Six-Month Application Requirement or granting an exception to the Waiver Fee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the six-month application requirement of City Council Resolution No. 2022-261 as to PMB EVENTS LLC is hereby waived.

BE IT FURTHER RESOLVED that an exception to the waiver fee pursuant to City Council Resolution No. 2022-261 as to PMB EVENTS LLC is hereby granted.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Muchmoricy
00660439

DEPARTMENT: _____

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING DERBY PARTY (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Derby Party has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(d) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Derby Party will take place on May 6, 2023 between the hours of 4:00pm – 10:00pm in Spa Beach Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Derby Party (Spa Beach Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Muchmaricy DEPARTMENT: _____
00660835

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(C) EXEMPTING PADDY FEST ST PETE (WILLIAMS PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(C) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Paddy Fest St. Pete has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(c) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(c) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Paddy Fest St. Pete will take place on March 17, 2023 between the hours of 10:00am – 10:00pm in Williams Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Paddy Fest St. Pete (Williams Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Shawn Michmaricy
00660441

DEPARTMENT: _____

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING PIER CONCERT (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pier Concert has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(d) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Pier Concert will take place on July 2, 2023 between the hours of 4:00pm – 10:00pm in Spa Beach Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Pier Concert (Spa Beach Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Michmaricy DEPARTMENT: _____
00660794

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING PIERTOBERFEST (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Piertoberfest has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(d) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Piertoberfest will take place on September 30, 2023, between the hours of 11:00am – 9:00pm in Spa Beach Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Piertoberfest (Spa Beach Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Muchmaricy DEPARTMENT: _____
00660447

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(C) EXEMPTING ST. PETE PRIDE FAMILY DAY (NORTH STRAUB PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(C) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Pete Pride Family Day has been approved as a co-sponsored event;
and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(c) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(c) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, St. Pete Pride Family Day will take place on June 10, 2023, between the hours of 11:00am – 4:00pm in North Straub Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that St. Pete Pride Family Day (North Straub Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Shawn Michmaricy DEPARTMENT: _____
00660449

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(C) EXEMPTING ST. PETE PRIDE WEEKEND (ST. PETE WATERFRONT PARKS AND GRAND CENTRAL DISTRICT- CENTRAL AVE) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(C) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Pete Pride Weekend has been approved as a co-sponsored event;
and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(c) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(c) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, St. Pete Pride Weekend will take place on June 24, 2023, between the hours of 2:00pm – 10:00pm in the St. Pete Waterfront Parks and on June 25, 2023, between the hours of 11:00am – 4:00pm in the Grand Central District – Central Ave.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that St. Pete Pride Weekend (St Pete Waterfront Parks and Grand Central District – Central Ave.) is exempt from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Michmaricy DEPARTMENT: _____
00660451

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING SPRING FESTIVAL & EASTER EGG HUNT (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Spring Festival & Easter Egg Hunt has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(d) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Spring Festival & Easter Egg Hunt will take place on April 7, 2023 between the hours of 4:00pm – 10:00pm, April 8, 2023 between the hours of 11am – 10pm and April 9, 2023 between the hours of 11am – 6pm in Spa Beach Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Spring Festival & Easter Egg Hunt (Spa Beach Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Shawn Muchmaricy
00660455

DEPARTMENT: _____

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING THE FOURTH (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Fourth has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(d) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, The Fourth will take place on July 4, 2023, between the hours of 4:00pm – 10:00pm in Spa Beach Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that The Fourth (Spa Beach Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Muchmanicy DEPARTMENT: _____
00660457

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING ST. PETE PIER FALL FESTIVAL (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Pete Pier Fall Festival has been approved as a co-sponsored event;
and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(d) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, St. Pete Pier Fall Festival will take place on October 7, 2023, and October 8, 2023, between the hours of 11:00am – 8:00pm in Spa Beach Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that St. Pete Pier Fall Festival (Spa Beach Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Shawn Michmaricy DEPARTMENT: _____
00660445

Resolution No. 2023- _____

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(C) EXEMPTING SAVOR ST. PETE (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(C) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Savor St. Pete has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(c) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(c) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Savor St. Pete will take place on November 4, 2023, and November 5, 2023, between the hours of 12:00pm – 4:00pm in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Savor St. Pete (Vinoy Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Muchmaricy DEPARTMENT: _____
00660453

The following page(s) contain the backup material for Agenda Item: January 12, 2023 Housing, Land Use, & Transportation Committee - Action Item
Please scroll down to view the backup material.



H-3

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: January 12, 2023

COUNCIL DATE: February 2, 2023

RE: January 12, 2023 Housing, Land Use, & Transportation Committee Action
Item – Motion to Approve the Campbell Park Neighborhood Plan Update

ACTION DESIRED:

Respectfully requesting City Council approval of the Campbell Park Neighborhood Plan update.

ATTACHED:

Proposed Resolution

Council Member Richie Floyd
Chair, Housing, Land Use, &
Transportation Committee

MEMORANDUM
CITY OF ST. PETERSBURG

TO: Chair and Members of the Housing, Land Use and Transportation Committee

FROM: Susan P. Ajoc, Community Services Director *SPA*

DATE: January 12, 2023

SUBJECT: Review of the Campbell Park Neighborhood Plan Update

Attached for your review and discussion is the Campbell Park Neighborhood Plan Update prepared by Landis Evans & Partners with the residents, property owners and stakeholders of the Campbell Park Neighborhood and Community Services Department staff. The Plan is presented for review and final acceptance.

BACKGROUND:

The original Campbell Park Plan was found consistent with the City's Comprehensive Plan by the St. Petersburg Planning Commission and accepted by City Council in August 2004. Majority of the recommendations have been implemented.

In 2020, some members of the Campbell Park Neighborhood Association expressed an interest in the Neighborhood Traditional Mixed Residential (NTM) that were part of the Vision 2050 discussions. To gauge the interest by Campbell Park stakeholders and provide an opportunity to update the vision of the community, a new neighborhood planning process was proposed. The neighborhood plan update process began in July 2021 with an invitation to a hybrid meeting (in-person and virtual) and participation in a survey to identify top issues and concerns. All residents and property owners were notified through direct mailing, doorhangers and yard signs to participate in the planning process for three different public input meetings (see pages 23-28). In addition, direct mailing notification for the September CPPC was sent.

On May 5, 2022, the draft plan was presented to the stakeholders and discussed. Approximately 20 interested residents, property owners and stakeholders were in attendance (in person and virtual), and they supported the plan unanimously. On September 13, 2022, the Community Planning & Preservation Commission found the Campbell Park Plan Update consistent with the City's Comprehensive Plan. On October 4, 2022, the St. Petersburg South CRA Citizen Advisory Committee reviewed the Campbell Park Neighborhood Plan Update and find the Plan Update and the recommendations contained within consistent with the St. Petersburg South CRA Plan.

THE PLAN:

There are five elements in the 2022 Campbell Park Plan Update. They include: Community Safety, Community & Economic Development, Housing & Community Character, Parks & Recreation, and Transportation. In 2004, there were eight elements that addressed similar areas: Campbell Park, Infrastructure, Housing & Property Maintenance, Public Safety, Economic Development, Traffic, Neighborhood Identity, and Community Involvement.

The primary recommendations of the plan include:

1. Increase resident engagement/participation with City, Police, community, and neighborhood association.
2. Consider other strategies to limit criminal activities (e.g. CPTED, Eagle Eye, lighting).
3. Increase animal control.
4. Improve access to economic centers.
5. Remember and promote Campbell Park history and origins.
6. Promote community development programs.
7. Increase focus and collaboration with City on neighborhood beautification.
8. Maintain character of residential population.
9. Improve Park amenities (e.g. pet amenities, skatepark improvements, lighting).
10. Enhance neighborhood aesthetics (e.g. landscaping, continue Adopt an Alley).
11. Improve safety for traffic, pedestrians, and cyclists.
12. Identify location to establish continuous transportation connections for pedestrians/cyclists and other vulnerable users.
13. Evaluate streets for repairs and maintenance.

The Plan had been reviewed by the Mayor, City Administrator, Codes Compliance Assistance, Community Services, Economic Development, Engineering, Finance, Housing, Leisure Service Administration, Neighborhood Services Administration, Planning, Police & Fire, Public Works Administration, and Transportation. Although the specific details of the projects are not complete, the Plan Update will provide guidelines for future projects in the Campbell Park Neighborhood.

The Neighborhood Association and Community Services staff have begun identifying specific locations for sidewalks, alleged drug activities and potential traffic calming. A City Team process will be re-introduced to assist with implementation of the various recommendations.

COST/FUNDING ASSESSMENT INFORMATION:

A total estimated budget has not yet been determined since additional review of locations and specific designs need to be defined. Several of the projects may be funded through the Community Services Neighborhood Enhancement Project funds (\$50,000 penny). Projects may also be presented to the South CRA CAC for consideration and potential funding.

RECOMMENDATION:

The Administration recommends that the St. Petersburg Housing, Land Use and Transportation (HLUT) Committee review the Campbell Park Neighborhood Plan Update, and forward to full City Council for final acceptance by resolution.

Res. No. 2023 - ____

A RESOLUTION ACCEPTING THE NEW CAMPBELL PARK NEIGHBORHOOD PLAN (“NEW PLAN”), WHICH REPLACES THE NEIGHBORHOOD PLAN APPROVED IN THE EARLY 2000s; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO INITIATE PROJECTS AND PROGRAMS IDENTIFIED IN THE NEW PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s Neighborhood Planning Program has been approved by the City Council of the City of St. Petersburg and is mandated by the City’s Comprehensive Plan; and

WHEREAS, in July 2021, the Campbell Park Neighborhood began its effort to update its early 2000’s neighborhood plan (“Old Plan”); and

WHEREAS, the planning area boundaries generally extend from 5th through 11th Avenues South from Dr. Martin Luther King, Jr. Street South to 16th Street South; and

WHEREAS, the Campbell Park Neighborhood residents and property owners worked with Landis Evans and Partners, Inc. and Community Services staff to identify their priorities and update their neighborhood plan; and

WHEREAS, at the May 4, 2022, a neighborhood-wide meeting, with residents and property owners, in attendance, supported the Campbell Park Neighborhood Plan (“New Plan”) to replace the Old Plan; and

WHEREAS, on September 13, 2022, the Community Planning and Preservation Commission conducted a public hearing and found the New Plan consistent with the St. Petersburg Comprehensive Plan; and

WHEREAS, on October 4, 2022, the St. Petersburg South CRA Citizen Advisory Committee reviewed and found the New Plan consistent with the South St. Petersburg Community Redevelopment Plan; and

WHEREAS, on January 12, 2023, the City Council Housing Land Use and Transportation Committee reviewed the Plan and recommended that the City Council approve the New Plan.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the New Campbell Park Neighborhood Plan (“New Plan”), which replaces the neighborhood plan approved in the early 2000’s, is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to initiate the development of regulations, programs and projects as identified in the New Plan to the extent they are consistent with the City’s plans, goals and objectives and within the approved budget.

BE IT FURTHER RESOLVED that the Administration shall update City Council on the progress of the New Plan implementation within one year after acceptance of the New Plan.

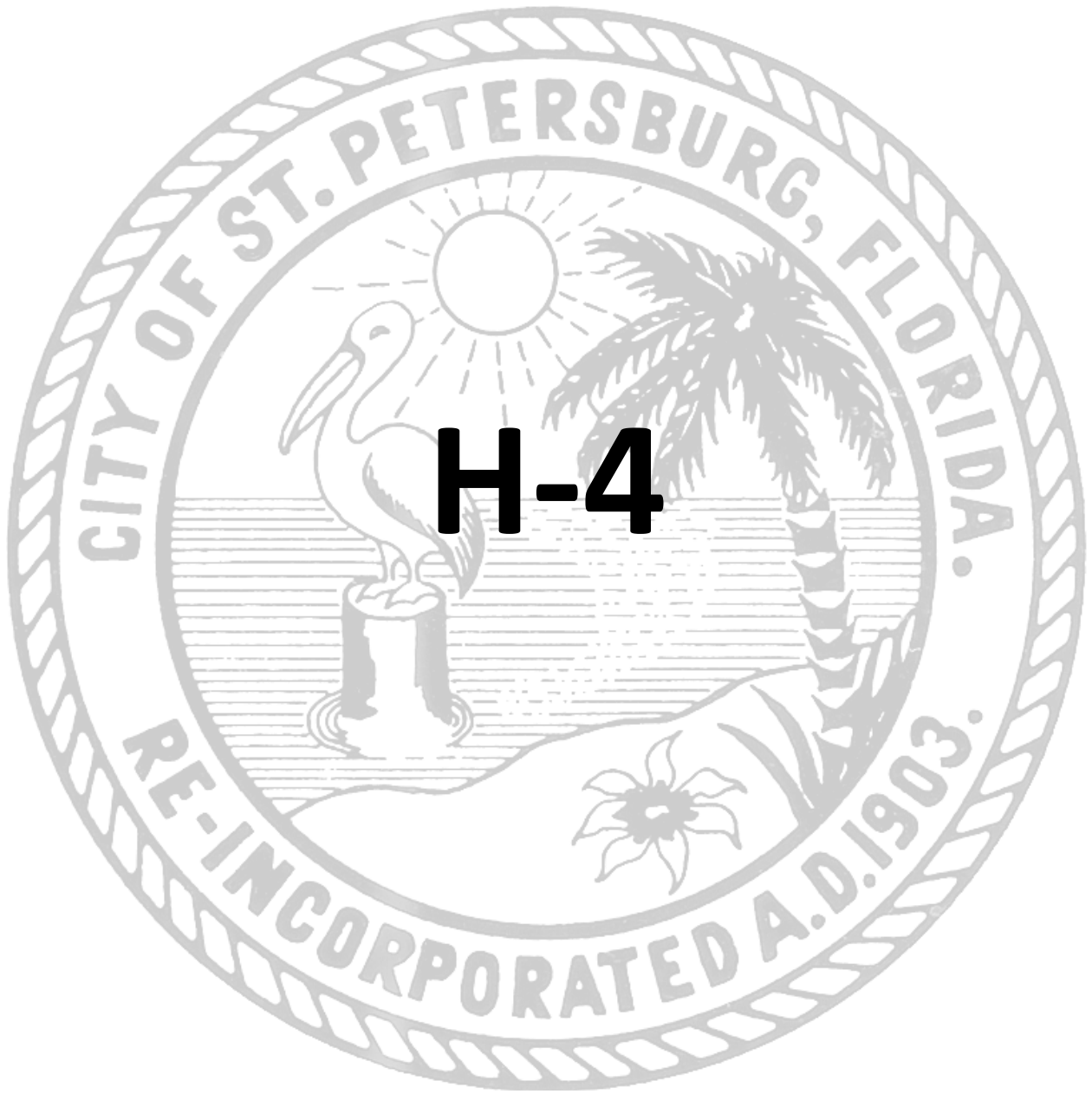
This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

/s/ Michael J. Dema
City Attorney (Designee)
00660539.docx

McFactor
Administration

The following page(s) contain the backup material for Agenda Item: January 26, 2023 Budget,
Finance, & Taxation Committee - Action Item
Please scroll down to view the backup material.



COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: January 26, 2023

COUNCIL DATE: February 2, 2023

RE: January 26, 2023 Budget, Finance, & Taxation Committee Action Item –
Approval of the Planning and Development Services Management
Evaluation and Scope of Services.

ACTION DESIRED:

Respectfully requesting City Council approval of the Planning and Development Services Department management evaluation and scope of services.

ATTACHED:

Scope of Services
Cost Summary
Proposed Resolution

Council Member Copley Gerdes
Chair, Budget, Finance, & Taxation Committee

Appendix A
Scope of Services
Planning and Development Services Department

Scope of Work to be Performed

Contractor shall provide all labor, materials, supervision, tools, equipment, facilities and travel necessary to provide a management evaluation of the City's Planning and Development Services (P&DS) Department. Contractor's services shall include, but are not limited to performing tests and analysis necessary, including interviews with employees at all levels of employment, to allow Contractor to evaluate the efficiency and effectiveness of the operations of the P&DS department, and to form an opinion and report on the department's performance in the following areas and make recommendations on how they may be improved:

Mission and Goals: Has the department adopted a departmental mission (or vision) statement? Is the department's mission compatible with the mission of the City? Is the department's mission (or vision) stated clearly, concisely and in easily understandable terms and are employees aware of its mission? Has management set operational goals for the department? Are these goals congruent with each other? Do these goals directly support the mission? Are these goals stated in measurable terms (benchmarks)? Is there methodology used to help employees understand how their daily work contributes to the goals of their units, the overall mission of the department, and the City?

Organization Structure: Is the organizational structure currently in place adequate to accomplish the department's mission and/or goals? Is the department organized in such a way that mission and accountability are clearly defined without duplication and overlap of responsibility? Is the department's structure efficient? Is the department organized to optimize integration, cooperation, and communication within the department as well as with other departments, outside agencies, the Mayor, City Council, and the citizens? Does the organizational structure for the department have the appropriate span of control and does it follow best practices? How does the organizational structure compare to other governmental units of similar size?

Staffing Levels: Is the staffing level adequate to provide the service levels expected by our citizens and anticipated in the approved budget document? Are staffing levels adequate to keep up with the current workload and ensure efficient operations? Are we asking too much of our staff? How many hours are employees working? How long does it take to get a permit? Does the department need additional staff? Does the department have the resources needed to provide services to a city of our size and keep up with projected population growth (St. Pete 2050 Report)? Are staffing levels adequate within each classification (i.e. inspectors, technicians, professional, supervisory, management, etc.)? Are the current staff turnover levels appropriate for the department and how do these compare with other governmental units of similar size?

Staff Qualifications: Are staff members, including management, supervisory, office and operations staff, qualified to carry out their duties as well as the City's policies and procedures? Do they have the necessary education, licenses, and professional certifications to perform their duties? Do they have the necessary experience and knowledge to perform their duties? Is the overall experience level of staff adequate? Are there adequate growth opportunities in place for all staff including promotions and management opportunities and are these available to all staff on an equal basis? Is training of staff (both short-term and long-term) adequate for the required duties and is the opportunity for training available to all staff on an equal basis?

Are the job descriptions/titles within the department appropriate; are they in line with those within comparable jurisdictions? Are job descriptions/titles reviewed and updated before being posted to reflect current responsibilities and attract a targeted pool of qualified candidates? Is there a need to upgrade any of the existing positions to attract more qualified candidates and to align with other similar jurisdictions?

Management of Staff: Does management demonstrate strong leadership? Do they possess the soft skills required to be effective leaders? Do they have credibility and the confidence of subordinates, their peers and City leadership? Does management clearly communicate the City's and department's goals and objectives? Are these goals and objectives incorporated into daily tasks and action plans? Does management hold their subordinates accountable for meeting established goals, objectives, and expectations? Does management hold themselves accountable for meeting the needs of their staff? Does management lead by example? Do they empower their staff to make decisions, be creative, make mistakes, learn from those mistakes, and take reasonable risks in order to improve efficiencies and service to our customers? Do they encourage staff to work as a team where every member is valued and invited to fully participate? Do they encourage change management throughout the department? Is staff operating in accordance with existing rules, regulations and policies? Does management consistently apply rules, regulations, and policies? Do they provide consistent coaching, counseling, and feedback to subordinates? Are employees provided fair and equal access to training and growth opportunities? Is there equity as it relates to promotions? Are there equitable opportunities for upward mobility? What is staff's comfort level with addressing grievances? Is there fear of retaliation? Are there adequate protections in place for whistleblowers? Are work schedules established to accomplish the goals and objectives of the department in the most efficient and effective manner? Are staff responsibilities assigned in such a way as to reduce duplication of effort, both within the department and within other City departments? Are there safeguards in place to ensure services are not duplicated? Can efficiency be increased by simplifying the processes? Is the distribution of assignments the most equitable and efficient?

Succession Planning: Does the department have a succession plan in place for management and supervisory staff? Does this plan include empowerment and/or training of current staff for these future roles? How would the loss of a key person affect the department? Is there a continuity of operations plan?

Policies and Procedures: Are the City's (including departmental) policies and procedures as applied by the department adequate to provide for efficient and effective operations of the department? Are industry best practices being utilized by the department? Are departmental projects, including the use of consultants, being managed appropriately and efficiently?

Customer Service: Are services provided by the department customer-focused? Is the staff interacting with the private sector providing adequate services? Are services provided with optimal efficiency, or are services provided "piecemeal", i.e. do plan reviewers submit all plan changes at the same time, or one at a time thus prolonging the process? Has the management team established and clearly communicated the customer care standards that are expected of the employees? Does the department train employees in customer care and standards expected of them as part of their onboarding? Are there refresher sessions periodically for all employees who have an impact on customer care? Is the department doing all it can to provide good standards of *employee care*? Do employees currently appreciate the importance of *'internal customer care'*? Are *all* employees given the opportunity to put forward practical suggestions how to improve customer care? Are

customer satisfaction levels measured on a regular basis with feedback from typical customers? Is action taken, where possible, on customer suggestions/common complaints? Are employees kept informed about customer satisfaction and action being taken to improve it? Are employees who provide *'that little bit extra'* for excellent customer care rewarded? Are employees given feedback on their performance and coached how to improve? Do managers have regular opportunities to experience customer-facing roles? Is there an effort to continuously seek ideas how to improve customer care?

Communication: Evaluate the availability and utilization of communication tools to provide project status information. Could project status information be readily available to elected officials without having to reach out to department staff? Evaluate the communication between the department and elected officials; could it be improved? Is the community outreach performed by the department effective? How can it be improved?

Are there clear points of contact within the P&DS department that elected officials and the general public can reach out to address specific questions? What about projects that go beyond the department?

Budget: Evaluate how the department's budget is allocated, is their budget managed in the most efficient way to optimize results? Evaluate funding mechanisms and determine optimal mix of funding mechanisms. Is the department's budget adequate for it to accomplish its mission?

Diversity (women/minority owned businesses): How diverse is the planning and development pool? How often is it reviewed for diversity? Are our partnerships diverse?

Strategic planning and development: Are zoning aspects keeping up with project development (Sunrunner stops)? What is the process for prioritizing projects and determining which projects to move forward? Who makes those decisions? Are we where we need to be compared to our peer cities, i.e. cities with similar growth pattern? Do we function as we should being the 5th largest city in Florida? Is the City able to keep up with business progress/advances? What impact would the Tropicana Redevelopment project have on the department?

Environmental considerations (stormwater, flooding, sea level rise): How does the department administer the current City Code as it relates to environmental regulations?

P&DS Confidential Employee Survey

Contractor shall conduct a confidential survey of P&DS employees to ascertain their attitude regarding the management and working environment in the department (including employee morale). The survey conducted should meet the following criteria:

- It will be based on a 100% sample of the employees in the department, with survey responses to be confidential.
- Survey responses are to be analyzed by several demographic groupings, to include at a minimum, race, gender, organizational unit (division, section), organizational level, employee function and tenure with the department and organization.
- Areas of interest to be surveyed will include, but not be limited to employee attitude with regard to supervision, upper management, working and safety conditions, interpersonal relationships with other employees, discrimination, racial equity, equal opportunity for training, equal opportunity for advancement, satisfaction with communication up and down

the organizational hierarchy (do they feel their voice is heard and do they feel as they are valued members of a team), satisfaction with resources needed to do the job, overall happiness, evaluation of how the Covid-19 situation was handled and what could have been done differently by management and other factors identified as important issues through interviews with department management, supervisors and a sample of employees.

- Survey employees on what they think are the internal and external barriers to efficiency, what are the roadblocks that affect their operations, and how do other departments impact the P&DS department's operations (360-degree view).

The Contractor will be responsible for:

- Conducting preliminary research and interviews to determine the appropriate topics to survey.
- Designing and preparing the survey instrument.
- Disseminating surveys and collecting completed surveys.
- Performing data analysis of the surveys returned and reporting survey results by demographic groupings.
- Where appropriate, making recommendations for organizational changes or programs based upon survey findings.

The survey instrument developed shall become the property of the City of St. Petersburg and may be used by the City to conduct future surveys at the City's discretion. The City reserves the right to modify, alter, or revise the survey as it deems appropriate.

Report

Contractor shall provide twenty (20) hard copies and one (1) digital copy in PDF via email of its management evaluation report to the City within 180 days after the effective date of this Agreement. The report shall show findings and recommendations, including an executive summary, related data tables, charts, graphs and other statistical analysis or supporting documentation. Contractor shall be required to make a minimum of two oral presentations of its findings and recommendations to the Budget, Finance & Taxation (BF&T) Committee and City Council.

Appendix B Fee Summary

Contractor's fees are as follows:

Table 1: Fee Schedule	
Description	Fixed Fee
Management Evaluation – P&DS Department Total: Base Scope of Services	\$
Employee Survey - P&DS Department	\$
GRAND TOTAL	\$

1. **Hourly Rates** - Table 2 must contain all hourly rates for Offeror's personnel used to determine fees in Table 1. Offeror must include the estimated number of hours for each discipline and calculated totals.

Table 2: Hourly Rates			
Title/Service	Hourly Rate	Est. Hours	Total
	\$	hrs.	\$
	\$	hrs.	\$
	\$	hrs.	\$
	\$	hrs.	\$
	\$	hrs.	\$
GRAND TOTAL			\$

2. **Other Costs** - Table 3 must contain all other costs used to determine fees in Table 1. Offeror must include the expense description, estimated annual quantity, estimated cost for each service and expense and total.

Table 3: Other Costs			
Description	Qty.	Unit Price	Total
		\$	\$
		\$	\$
		\$	\$
GRAND TOTAL			\$

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MANAGEMENT EVALUATION OF THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT UTILIZING FUNDING FROM FY22 AND FY23; APPROVING THE SCOPE OF SERVICES FOR THE EVALUATION; AUTHORIZING THE ADMINISTRATION TO ISSUE THE REQUEST FOR PROPOSAL FOR THE MANAGEMENT EVALUATION OF THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.05(b) of the City Charter requires that at least once every two years the City Council shall discuss and make a decision as to whether or not to conduct a management evaluation; and

WHEREAS, on January 26, 2023, the Budget, Finance and Taxation Committee voted to approve the management evaluation of the Planning and Development Services Department utilizing funding from FY22 and FY23 and voted to approve the Scope of Services for the evaluation; and

WHEREAS, City Council agrees with the recommendations of the Budget, Finance and Taxation Committee and desires to authorize the administration to issue the Request for Proposal for the management evaluation of the Planning and Development Services Department.

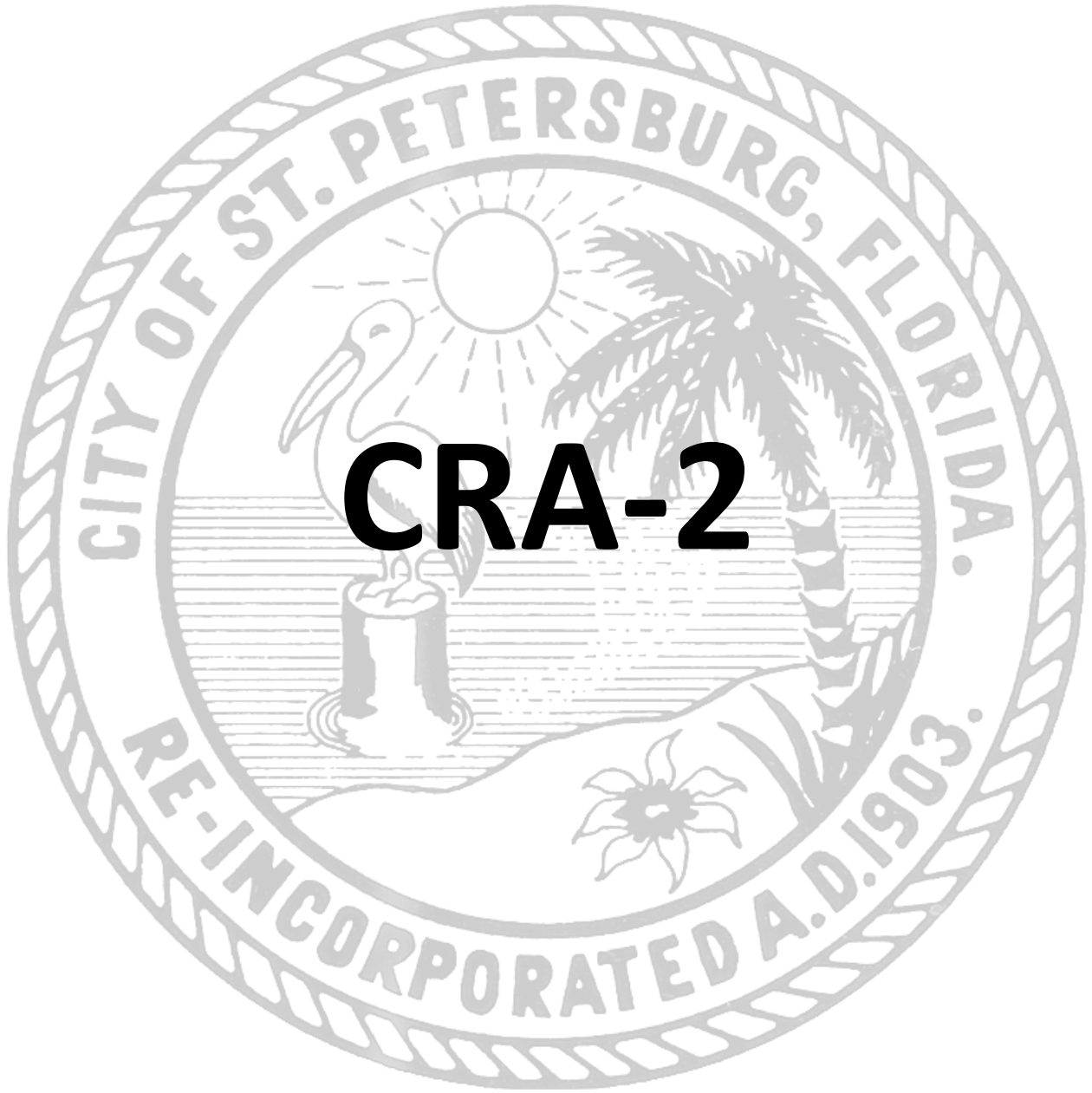
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the management evaluation of the Planning and Development Services Department utilizing FY22 and FY23 funding and the Scope of Services for the evaluation are approved and that the administration is authorized to issue the Request for Proposal for the management evaluation of the Planning and Development Services Department.

This resolution shall become effective immediately upon its adoption.

APPROVAL:

/s/Jeannine S. Williams
City Attorney (designee)
00662394

The following page(s) contain the backup material for Agenda Item: A Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the 21 story building with a total of 200 dwelling units, 10,843 square feet of commercial space and a 264 space parking garage located at 685 AND 699 1ST Avenue North AND 694 Arlington Avenue North consistent with the Intown Redevelopment Plan; and providing an effective date. (CITY FILE IRP 23-1A)
Please scroll down to view the backup material.



CRA-2

Proposal

The ground floor of the proposed 21-story building is sited towards the west side of the property leaving a large outdoor space at the northeast corner of the subject property. The outdoor space will help provide additional separation between the proposed building and the existing Unitarian Universalist Church that is located on the north side of Arlington Avenue North. The building layout also permits a large covered open space along the south and east sides of the building. The covered open space will have a 22-foot-high ground level clearance helping to create an open feel and reducing the overall mass of the building at ground level. The covered open space on the east side of the subject property will permit a mid-block connection from 1st Avenue North to Arlington Avenue North.

The ground floor of the proposed tower will consist of a residential lobby, commercial space, back of house facilities, uncovered and covered open space and a parking garage entrance. Floors two through seven will consist of parking. The eighth floor will consist of amenity space and residential units with the remaining levels of the tower consisting of residential units. Pedestrian access to the residential lobby will be from the covered open space along the east side of the building. The commercial space will be accessible from 1st Avenue North, 7th Street North and the covered open space on the east side of the building. The parking garage will be accessed from 7th Street North. The loading area will be accessed from Arlington Avenue North.

The building will feature a contemporary style of architecture. The exterior of the building will be finished with stucco and have multiple accent finishes. The ground level will consist of large storefront windows, covered open space and a green wall. The parking garage facade will incorporate a fenestration pattern similar to the tower above, will be finished with stucco and a bronze metal screen will be installed in the garage openings. The tower above will be finished with stucco and have projecting balconies with an aluminum picket style handrail.

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.*
- *Parking structures shall provide for a decorative facade.*
- *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.*

With respect to compliance with the Land Development Code, the subject property is located in the DC-1 zoning district. Multi-family and commercial uses with an unlimited floor area ratio are permitted. The proposed development has a proposed FAR of 7.0. 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 building is urban in scale, with pedestrian oriented features, including ground level commercial space, lobby entrance, floor to ceiling storefront windows and covered open spaces. 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, large uncovered and covered open space, mid-block pedestrian connection, bicycle parking and a new drainage system. The pedestrian improvements will contribute to a pleasurable walking experience by providing wide, shaded sidewalks and covered open space.

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: Reflection, 777 3rd Avenue North, an 18-story residential building and Camden Central Apartments, 855 Central Avenue, a 13-story residential building. The building design took into consideration the relationship with the newer developments in the immediate area by creating a continuous street edge, integration of open space and landscaping and concealing the parking garage. Lastly, the applicant is proposing to contribute \$1.27 million to the Housing and Capital Improvement Trust Fund for workforce housing.

SUMMARY AND RECOMMENDATION

Staff recommends approval of the attached resolution finding the proposed 21-story building with 200-dwelling units, 10,843 square feet of commercial space and a 264-space parking garage located at 685 and 699 1st Avenue North and 694 Arlington Avenue North consistent with the Intown Redevelopment Plan as reflected in report IRP 23-1A based on preliminary plans submitted for review subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. FAR bonus approval is subject to review and approval by the Development Review Services staff; and
3. The CRA approval is conditional on approval of vacation of the 20-foot-wide alley.
4. Applicant complies with any conditions of approval required by Development Review Services staff.

Attachments: Resolution, Project Location Map, Applicant's Narrative, Site Plans, Elevations

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE 21-STORY BUILDING WITH A TOTAL OF 200-DWELLING UNITS, 10,843 SQUARE FEET OF COMMERCIAL SPACE AND A 264-SPACE PARKING GARAGE LOCATED AT 685 AND 699 1ST AVENUE NORTH AND 694 ARLINGTON AVENUE NORTH CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 23-1A).

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

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 21-story building with a total of 200-dwelling units, 10,843 square feet of commercial space and a 264-space parking garage as described and reviewed in CRA Review Report No. IRP 23-1A; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the 21-story building with a total of 200-dwelling units, 10,843 square feet of commercial space and a 264-space parking garage consistent with the Intown Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff.
2. FAR bonus approval is subject to review and approval by the Development Review Services staff.
3. The CRA approval is conditional on approval of vacation of the 20-foot-wide alley.
4. 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, AICP Director
Planning & Development Services Department

EXHIBIT A
Site Data

Location	685 and 699 1st Avenue North and 694 Arlington Avenue North 19/31//17/34218/000/0230; 19/31/17/99180/000/0150 and 0152
Redevelopment Area	Intown Redevelopment Area
Zoning District	DC-1
Existing Land Use	Two, 1-story office buildings, 2-story triplex and surface parking
Proposed Uses	21-story building with 200-dwelling units, 10,843 square feet of commercial space and a 264-space parking garage
Site Area	24,669 sq. ft. or 0.57 acres
Proposed FAR	7.0 FAR
Existing FAR	0.33 FAR
Permitted FAR	Unlimited
Number of Residential Units	200
Existing Parking	35 spaces
Proposed Parking	264 spaces



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services
Department

Address: 685 and 699 1st Avenue North and
694 Arlington Avenue North



**NARRATIVE IN SUPPORT OF COMMUNITY REDEVELOPMENT AGENCY
APPLICATION FOR DEVELOPMENT PROPOSAL**

SPGRP II, LLC (the “Developer”), is the owner of the property located at 699 1st Ave. N, 685 1st Ave. N., and 694 Arlington Ave. N. (collectively, the “Property”). The Property is zoned DC-1, which permits various residential and commercial uses by right, with an unlimited FAR and no maximum height.

The Property is vacant and was formerly used as office space, surface parking and a triplex. The Developer proposes to redevelop it with a 21-story building containing 200 dwelling units, 10,843 sf of commercial space and a 264-space parking garage (the “Project”).

The Developer is requesting approval of the Project by the Community Redevelopment Agency (CRA).

**Discussion of Standards of Review for Development Proposals in the Intown
Redevelopment Area and Intown West Redevelopment Area**

(Sec. 16.06.010.1 of the City of St. Petersburg Land Development Code (“Code”))

1. *The development proposal is consistent with the duly adopted underlying redevelopment plan;*

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

The zoning for the site is DC-1, which allows for some of the most intense development in the City:

This district provides for intense mixed-use development which creates a strong mixture of uses that enhance and support the core. Office and other employment uses are highly encouraged. Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail, and cultural activities. Buildings and streetscaping (both hardscape and landscape improvements) are designed in a manner that promotes a successful people-oriented downtown area as exemplified and defined in the intown and intown west redevelopment plans.

The DC-1 district permits multi-family dwellings and commercial uses with an unlimited FAR and the Property has no maximum height. The Developer proposes a mixed-use project with 200 dwelling units, 10,843 sf of commercial space, a 264-space parking garage, a 7.0 FAR and a height of 235 ft.

The Project is located within the Residential Area of the IRP. The continued development of residential projects is heavily emphasized throughout the IRP:

The development of an expanded residential base in the Intown is essential to achieve a successful downtown redevelopment program. People living and working downtown will generate the 24-hour activity and community spirit necessary to continue the expansion of the downtown economic and cultural base.

The Project will further the desired development pattern and visual identity of Intown, and continue the growth of downtown. Currently, the subject site is underutilized, containing surface parking and outdated office buildings, which have exceeded their useful life. The redevelopment of this Property will help in achieving many of the goals of the IRP, especially the focus on new residential development in Intown, along with the desire to reduce or eliminate surface parking within downtown.

The proposed building is urban in scale with pedestrian oriented street level features. These include the retail entrances on 1st Ave. N. and 7th St. N., ten-foot sidewalks and streetscaping, the ground level lobby and commercial space, and a covered plaza, which will activate this corridor.

2. *The development proposal furthers the purpose of the Comprehensive Plan and the Land Development Regulations;*

The application is consistent with and furthers the purpose of the Code and other City ordinances and actions designed to implement the Comprehensive Plan, specifically with regard to the promotion of redevelopment, the elimination of surface parking and the promotion and expansion of the downtown.

3. *The development proposal is generally consistent with the design review criteria currently set forth in City Council Resolution 2021-636.*

The Project is generally consistent with the following design review criteria:

General

- All redevelopment sites shall meet all the applicable Land Development Regulations.
- All development projects shall comply with any adopted City neighborhood or business district master plan or equivalent, when not in direct conflict with the Land Development Regulations.
- Developers of projects within the redevelopment area shall submit project proposals and designs to the Community Redevelopment Agency (CRA) for development review and also provide notice of their proposals to existing neighborhood and business association(s) where the project is located prior to being heard by the CRA.
- All development should demonstrate the use of energy conservation techniques to reduce space cooling, hot water, and space heating demands. These techniques should address, but not be limited to:

- building orientation
- building facade materials
- shading of buildings and parking lots
- All new and redeveloped surface parking areas shall be landscaped according to applicable City requirements.
- All parking structures shall utilize the same architectural style, fenestration, and detailing as the principal structure or be encased by a liner building that utilizes the same architectural style.
- The ground level of all parking structures should contain pedestrian oriented uses, such as retail, office, restaurants and bars, museums, hotel lobbies and studios.
- All buildings within the development project should integrate architecturally, aesthetically and functionally through building design, materials, open spaces, scale, circulation systems, pedestrian level activities, and uniform signage and lighting.
- All new development and redevelopment should provide design elements (trees, canopies, street furniture, entryways, etc.) to bring the building and related activity spaces in scale with human dimensions and perception of space.
- Development should provide appropriate architectural variety to the area.
- The ground floor of the building shall contain any use as permitted by the Land Development Regulations or the façade abutting the street (not alleys) shall include architectural details such as fenestration, false display windows, natural finishes, or other architectural features.

Open and Pedestrian Spaces

Open spaces shall:

- be directly linked to the pedestrian system (sidewalks) and these links shall meet the Plaza Parkway Design Guidelines, or equivalent, or an adopted City approved neighborhood or business district master plan; and
- provide sufficient lighting to ensure night security.

Open spaces should:

- relate to activities and buildings within the block;
- establish visual and functional ties to surrounding activities and create a sense of seclusion in spaces set aside from the main pedestrian flow such as found in court yards;
- provide various types of open space use (public, private, and semi-public spaces);
- provide for human comfort and scale through the use of landscaping and/or canopies for shade and highlighting building entrances;
- provide sculptures, murals &/or water features;
- provide simple designs which dictate logical order and arrangement, allowing users to easily orient and relate themselves to the space and surrounding activities; and

- Mid-block pedestrian connections for large developments with streets at the front and rear should be considered.

Historic

- The development should be sensitive to adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts.

Residential

- All infill development should create a sense of place and neighborhood identity by relating to old and new architecture and by developing interrelated open and pedestrian spaces.
- All new development within and adjacent to residential areas should relate in building scale and mass with the surrounding neighborhood.

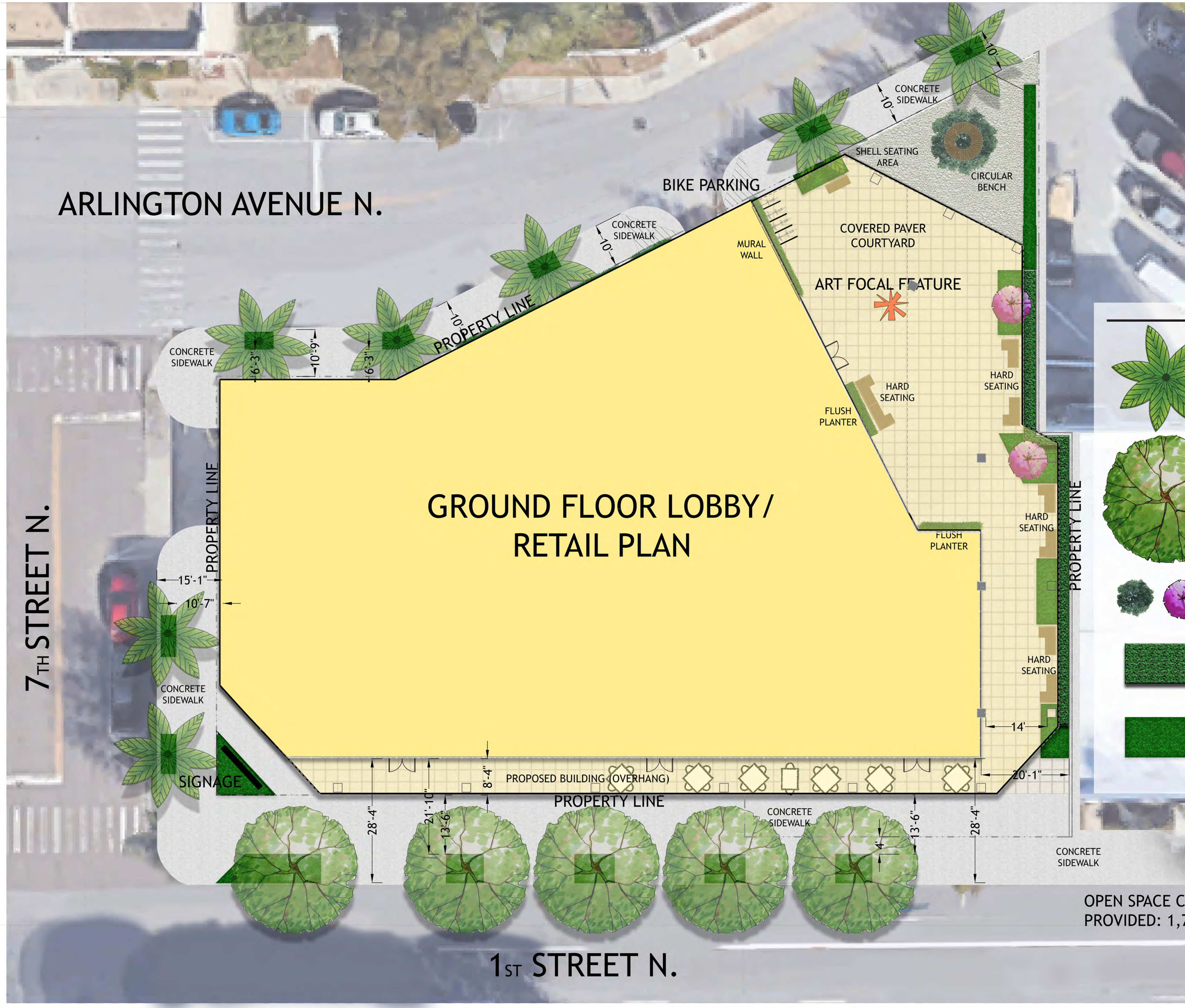
The existing downtown development pattern contains a variety of building types, styles, heights, masses, setbacks and orientations. The Project's building form and the relationship of the building are consistent with other development projects in the IRP. Recent development projects within the IRP include Camden Central Apartments (855 Central Ave.), Reflection (777 3rd Ave N.) and 700 Central Ave., which are some of the larger projects to have been built within the immediate area. The Second District Court of Appeals courthouse and the mixed-use tower at 233 & 249 5th St. N. / 430 & 442 3rd Ave. N., will soon be under construction on the east side of Mirror Lake.

The proposed development, which is a permitted use under the Property's DC-1 zoning, will continue the growth of downtown. The building is urban in scale with pedestrian oriented street level features, including ground level commercial space, screening of the parking garage, ample fenestration and transparency consistent with urban buildings. Improvements to the public realm include 10-foot wide sidewalks, street trees, landscaping, and bicycle parking. Moreover, the attention to ground floor design on all sides, including entrances on 1st Ave. N. and 7th St. N., makes the Project consistent with the pedestrian oriented goals of the IRP.

Of note, a large open space has been deliberately located at the northeast corner of the Property, which is directly across Arlington Ave. N. from the Unitarian Universalist Church and at the closest point towards Mirror Lake Park. The resulting setback provides an even further separation between the Project and the church than the existing approximately 30 ft which is provided by Arlington Ave. N., and significantly exceeds what is required by Code.

In addition to the open space, an extensive covered plaza is being provided on the north and east sides of the building. With the building having a double height (22 ft) ground floor, this additional open space provides a unique feature that will significantly reduce the mass of the building at ground level. The plaza runs from Arlington Ave. N. all the way

to 1st Ave. N., providing a complete midblock pedestrian connection between these roadways. A mural or other public art is contemplated on the northeast corner of the building facing Arlington Ave. N.



ARLINGTON AVENUE N.

7TH STREET N.

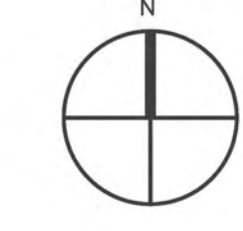
GROUND FLOOR LOBBY /
RETAIL PLAN

1ST STREET N.

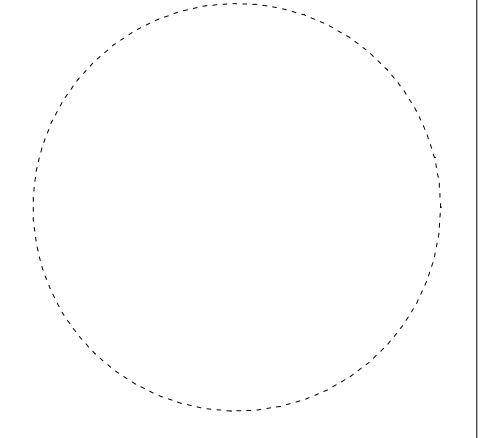
LEGEND

-  STREET TREE:
ROYAL PALM
-  STREET TREE:
LIVE OAK, ELM
-  UNDERSTORY TREE: OLIVE TREE,
INDIAN HAWTHORN STANDARD,
JATROPHA, LIGUSTRUM,
DURANTA, PODOCARPUS
-  PERIMETER SHRUB:
PODOCARPUS, CLUSIA,
VIBURNUM
-  SHRUB/GROUNDCOVER:
CONF. JASMINE, LIRIOPE, NLUE
DAZE, WALTER'S VIBURNUM,
GREEN ISLAND FICUS, IXORA

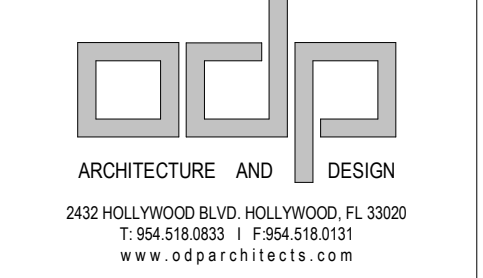
OPEN SPACE CALCULATIONS
PROVIDED: 1,702 S.F. OF OPEN/GREEN SPACE



OWNER	GRAVEL ROAD PARTNERS
ARCHITECT	AA 26000996 O'DONNELL, DANWOLF AND PARTNERS ARCHITECTS INC. 2432 HOLLYWOOD BLVD. HOLLYWOOD, FL 33020 T: 954 518 0831
LANDSCAPE ARCHITECT	NAME ADDRESS TELEPHONE
STRUCTURAL ENGINEER	NAME ADDRESS TELEPHONE
MEP/FP ENGINEER	NAME ADDRESS TELEPHONE
LIFE SAFETY CONSULTANT	NAME ADDRESS TELEPHONE
CIVIL ENGINEER	NAME ADDRESS TELEPHONE



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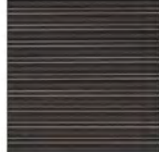


KEY PLAN

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DATE: 11/17/22
STARTED BY: ODP
DRAWING TITLE:
GROUND LEVEL
LANDSCAPE

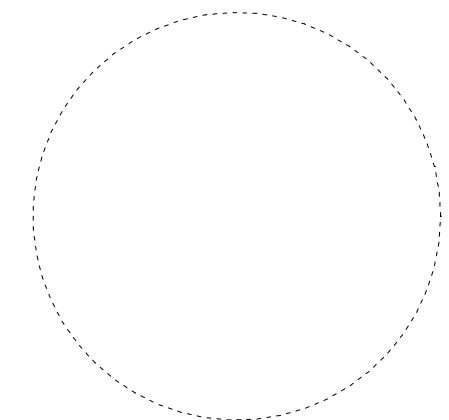
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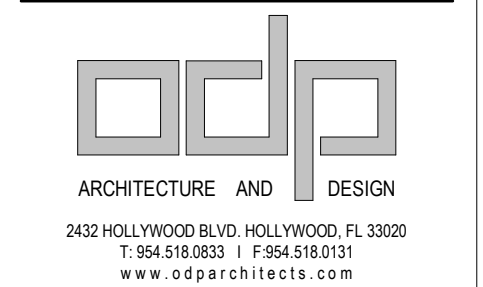


MATERIAL LEGEND		
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	AL-01	TINT LAMINATED GLASS W/ NEUTRAL COATING
	AL-01	BRONZE METAL GARAGE SCREEN
	GW-01	GREEN WALL
	AW-01	ART WALL OPPORTUNITY

OWNER GRAVEL ROAD PARTNERS
ARCHITECT AA 26000996 ODONNELL DANWOLF AND PARTNERS ARCHITECTS INC. 2432 HOLLYWOOD BLVD. HOLLYWOOD, FL 33020 T: 954 518 0833
LANDSCAPE ARCHITECT NAME ADDRESS TELEPHONE
STRUCTURAL ENGINEER NAME ADDRESS TELEPHONE
MEP/FP ENGINEER NAME ADDRESS TELEPHONE
LIFE SAFETY CONSULTANT NAME ADDRESS TELEPHONE
CIVIL ENGINEER NAME ADDRESS TELEPHONE



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KEY PLAN






SCALE: N.T.S.
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NORTH ELEVATION

SHEET NO.
A106

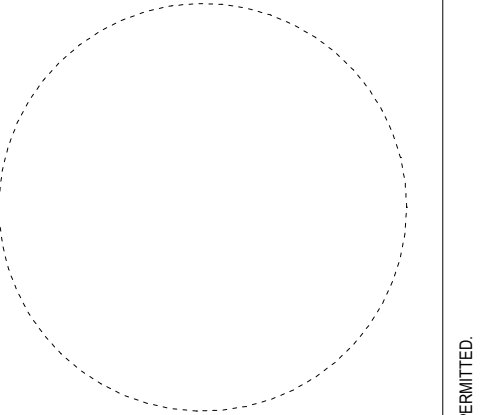
NORTH ELEVATION - ARLINGTON AVE N.



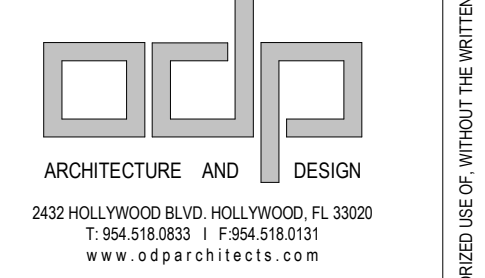
EAST ELEVATION

MATERIAL LEGEND		
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	GL-01	TINT LAMINATED GLASS W/ NEUTRAL COATING
	AL-01	BRONZE METAL GARAGE SCREEN
	GW-01	GREEN WALL
	AW-01	ART WALL OPPORTUNITY

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LANDSCAPE ARCHITECT NAME ADDRESS TELEPHONE
STRUCTURAL ENGINEER NAME ADDRESS TELEPHONE
MEP/FP ENGINEER NAME ADDRESS TELEPHONE
LIFE SAFETY CONSULTANT NAME ADDRESS TELEPHONE
CIVIL ENGINEER NAME ADDRESS TELEPHONE



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KEY PLAN

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 DATE: 09/16/22
 STARTED BY: ODP
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EAST ELEVATION

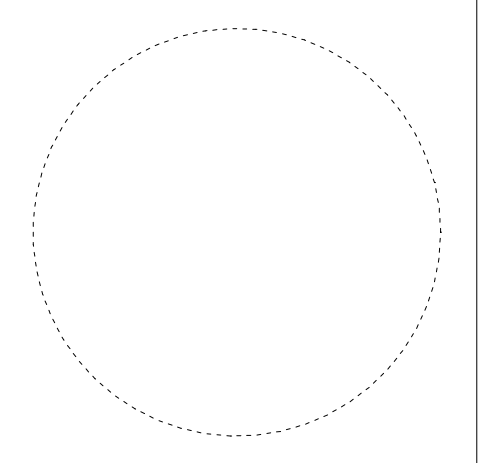
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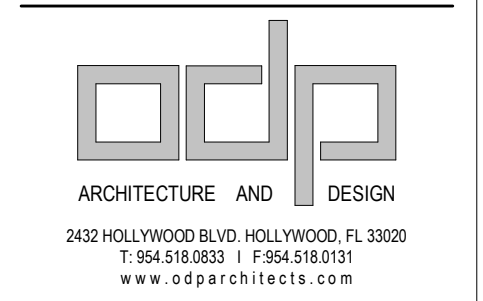
WEST ELEVATION - 7TH ST. N.

MATERIAL LEGEND		
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	AL-01	TINT LAMINATED GLASS W/ NEUTRAL COATING
	AL-01	BRONZE METAL GARAGE SCREEN
	GW-01	GREEN WALL
	AW-01	ART WALL OPPORTUNITY

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LANDSCAPE ARCHITECT NAME ADDRESS TELEPHONE
STRUCTURAL ENGINEER NAME ADDRESS TELEPHONE
MEP/FP ENGINEER NAME ADDRESS TELEPHONE
LIFE SAFETY CONSULTANT NAME ADDRESS TELEPHONE
CIVIL ENGINEER NAME ADDRESS TELEPHONE



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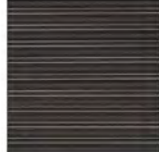


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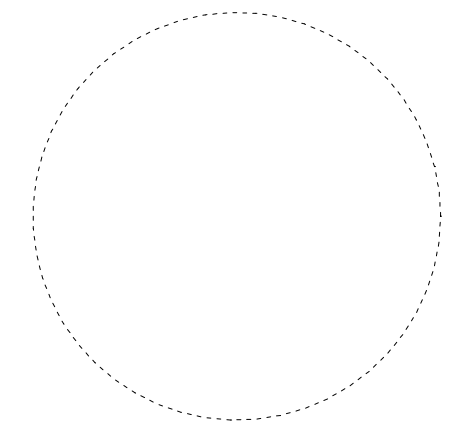
WEST ELEVATION
 SHEET NO.
A108

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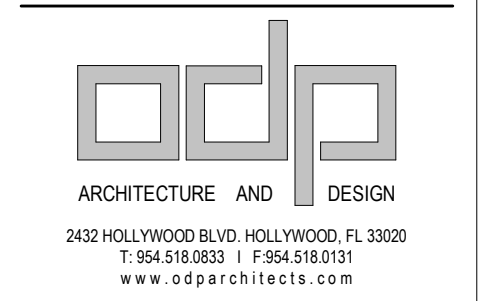


MATERIAL LEGEND		
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	AL-01	TINT LAMINATED GLASS W/ NEUTRAL COATING
	AL-01	BRONZE METAL GARAGE SCREEN
	GW-01	GREEN WALL
	AW-01	ART WALL OPPORTUNITY

OWNER GRAVEL ROAD PARTNERS
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LANDSCAPE ARCHITECT NAME ADDRESS TELEPHONE
STRUCTURAL ENGINEER NAME ADDRESS TELEPHONE
MEP/FP ENGINEER NAME ADDRESS TELEPHONE
LIFE SAFETY CONSULTANT NAME ADDRESS TELEPHONE
CIVIL ENGINEER NAME ADDRESS TELEPHONE



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Mirror Lake

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KEY PLAN

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

SHEET NO.
A109

SOUTH ELEVATION - 1ST AVE. N.

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VIEW FROM MIRROR LAKE

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GRAVEL ROAD PARTNERS

ARCHITECT
AA 26000996
ODONNELL DANWOLF AND PARTNERS ARCHITECTS INC.
2432 HOLLYWOOD BLVD. HOLLYWOOD, FL 33020
T: 954 518 0833

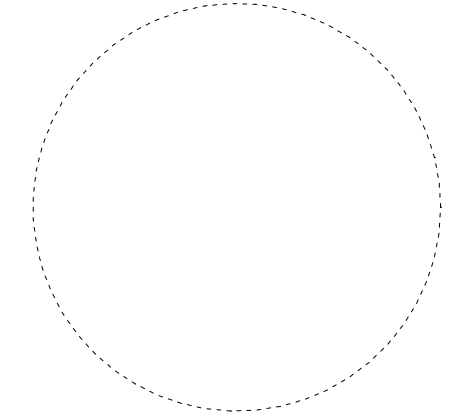
LANDSCAPE ARCHITECT
NAME
ADDRESS
TELEPHONE

STRUCTURAL ENGINEER
NAME
ADDRESS
TELEPHONE

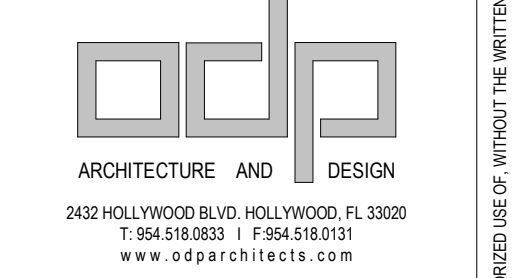
MEP/FP ENGINEER
NAME
ADDRESS
TELEPHONE

LIFE SAFETY CONSULTANT
NAME
ADDRESS
TELEPHONE

CIVIL ENGINEER
NAME
ADDRESS
TELEPHONE



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PROJECT
Mirror Lake
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REVISIONS

NO	DATE	REVISION TITLE

KEY PLAN

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RENDER

SHEET NO.
A110

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VIEW FROM 7TH ST & 1ST AVE LOOKING EAST

OWNER
GRAVEL ROAD PARTNERS

ARCHITECT
AA 26000996
ODONNELL DANWOLF AND PARTNERS ARCHITECTS INC.
2432 HOLLYWOOD BLVD. HOLLYWOOD, FL 33020
T: 954 518 0833

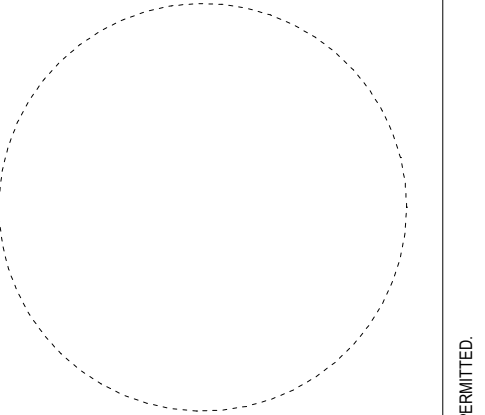
LANDSCAPE ARCHITECT
NAME
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STRUCTURAL ENGINEER
NAME
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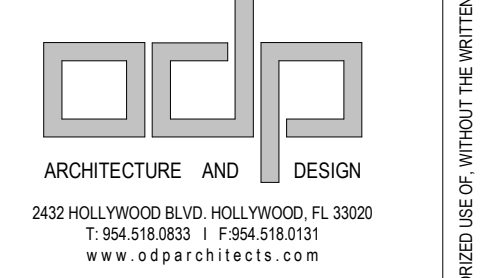
MEP/FP ENGINEER
NAME
ADDRESS
TELEPHONE

LIFE SAFETY CONSULTANT
NAME
ADDRESS
TELEPHONE

CIVIL ENGINEER
NAME
ADDRESS
TELEPHONE



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KEY PLAN

SCALE:
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DRAWING TITLE:
RENDER - 7TH ST & 1ST AVE

SHEET NO.
A111

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VIEW FROM MIRROR LAKE DRIVE N

OWNER
GRAVEL ROAD PARTNERS

ARCHITECT
AA 26000996
ODONNELL DANWOLF AND PARTNERS ARCHITECTS INC.
2432 HOLLYWOOD BLVD. HOLLYWOOD, FL 33020
T: 954 518 0833

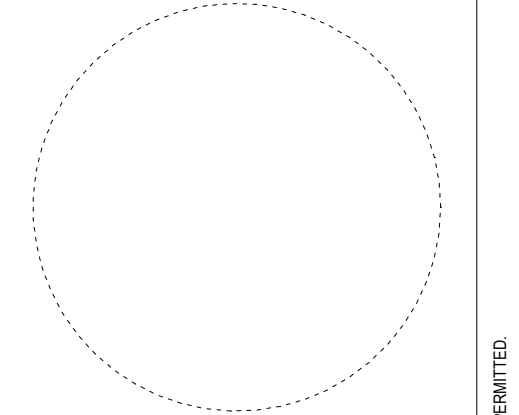
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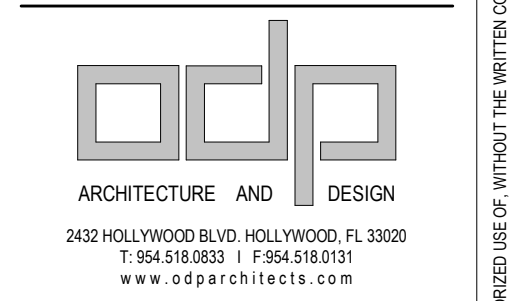
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PROJECT
Mirror Lake
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REVISIONS

NO	DATE	REVISION TITLE

KEY PLAN

SCALE:
SHEET SIZE: ARCH D (24"x36")
DATE: 09/20/22
STARTED BY: ODP
DRAWING TITLE:
RENDER - MIRROR LAKE DR

SHEET NO.
A112

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VIEW FROM 1ST AVE LOOKING EAST

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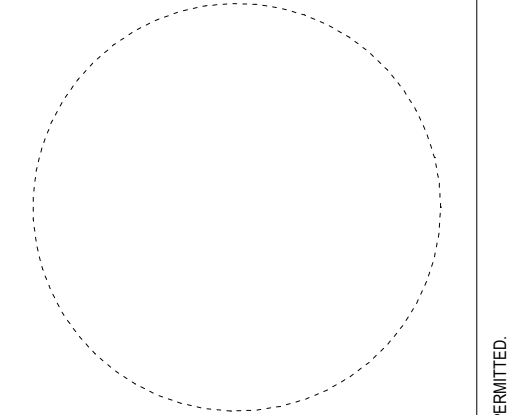
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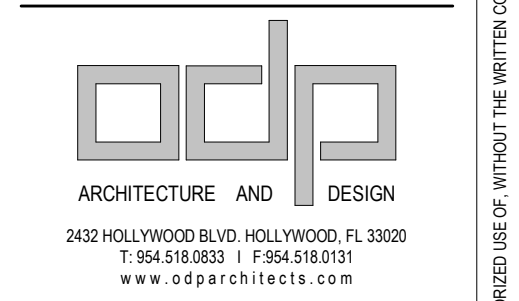
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REVISIONS

NO	DATE	REVISION TITLE

KEY PLAN

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DATE: 11/01/22
STARTED BY: ODP
DRAWING TITLE:
**RENDER - 1ST AVE
LOOKING EAST**

SHEET NO.
A115



ENTRANCE WITH PUBLIC ART

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2432 HOLLYWOOD BLVD. HOLLYWOOD, FL 33020
T: 954 518 0833

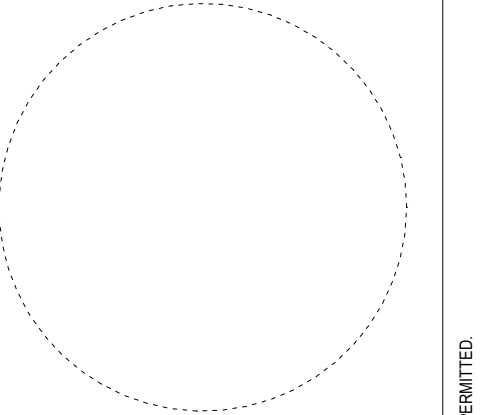
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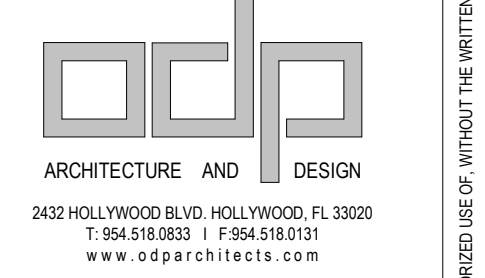
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REVISIONS

NO	DATE	REVISION TITLE

KEY PLAN

SCALE:
SHEET SIZE: ARCH D (24"x36")
DATE: 11/17/22
STARTED BY: ODP
DRAWING TITLE:
**RENDER -
ENTRANCE**

SHEET NO.
A117

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LANDSCAPED PUBLIC PLAZA

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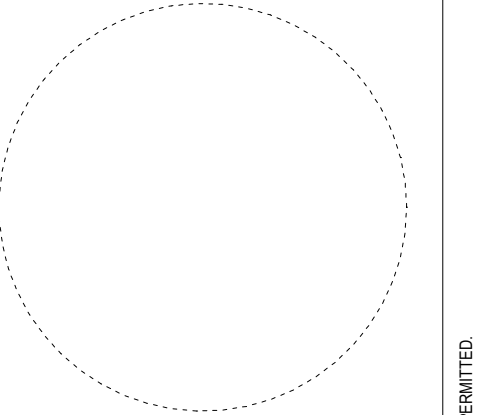
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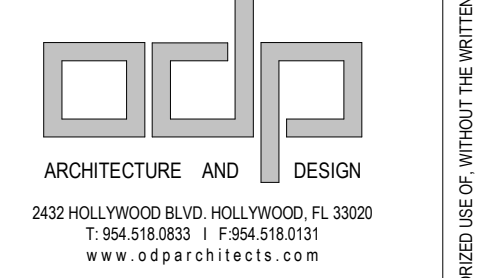
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REVISIONS

NO	DATE	REVISION TITLE

KEY PLAN

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DATE: 11/17/22
STARTED BY: ODP
DRAWING TITLE:
RENDER - PLAZA

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SIGNAGE AND OUTDOOR DINING

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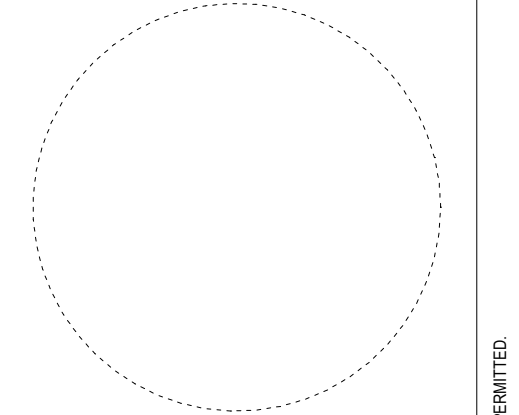
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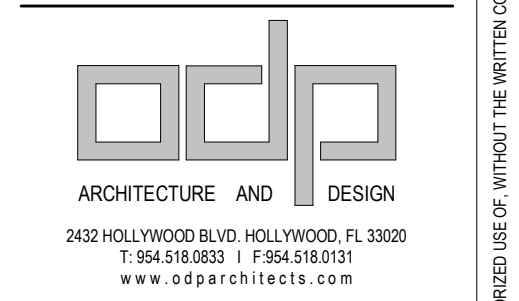
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Mirror Lake
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REVISIONS

NO	DATE	REVISION TITLE

KEY PLAN

SCALE:
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DATE: 11/17/22
STARTED BY: ODP
DRAWING TITLE:
RENDER - SIGNAGE

SHEET NO.
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OUTDOOR DINING

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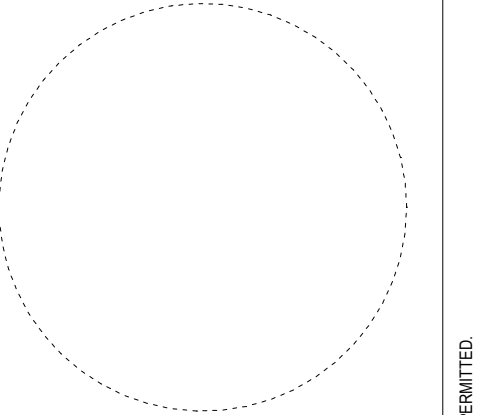
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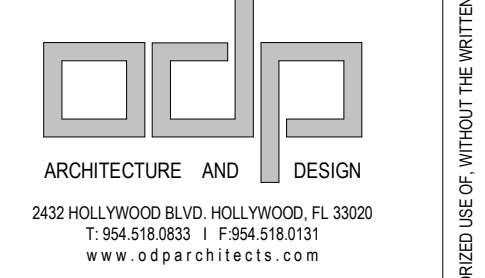
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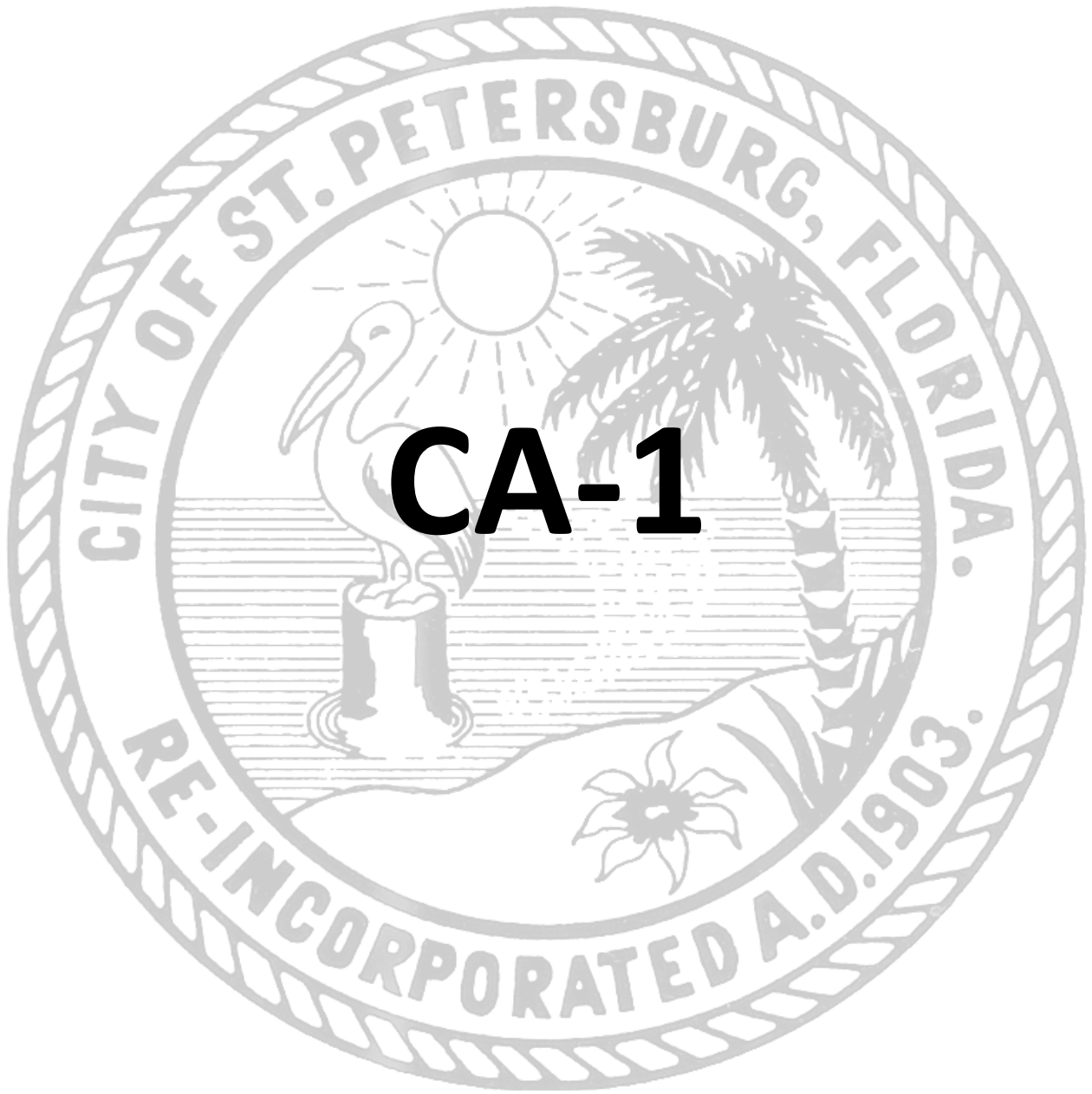
**RENDER - OUTDOOR
DINING**

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The following page(s) contain the backup material for Agenda Item: Accepting a proposal from IPS Group, Inc., a sole source supplier, for pay-by-credit card parking meters and data management services, for the Transportation and Parking Management Department, for a three-year contract amount of \$903,842.52.

Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 2, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Accepting a proposal from IPS Group, Inc., a sole source supplier, for pay-by-credit card parking meters and data management services, for the Transportation and Parking Management Department, for a three-year contract amount of \$903,842.52.

Explanation: The vendor provides all labor, equipment, software applications and secure credit card payment processing for City parking meters. The pay by credit card mechanisms allow access to real time parking meter data, solar power technology, and a comprehensive web-based meter management system. The City's cost of the web management system and meter data communications is \$6.25/meter/month with credit card processing fees of \$0.13 per transaction. The vendor also provides training and technical support for the software. IPS Group, Inc. is the original equipment manufacturer and installer of the pay-by-credit card parking meters and remote monitoring.

Award Recommendation: The Procurement and Supply Management Department, in conjunction with the Transportation and Parking Management Department, recommends an award to:

IPS Group, Inc. (San Diego, CA) \$903,842.52
(3 years @ \$301,280.84 per year)

The vendor has been in business since 2012 had has satisfactorily performed this service for the City in the past. This agreement will be effective through March 4, 2026. A blanket purchase agreement will be issued and will be binding only for actual goods and services purchased.

This purchase is made in accordance with Section 2-212(1) of the Procurement Code, which authorizes the use of sole source procurement when the compatibility of equipment, accessories, or replacement parts is the paramount consideration.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Parking Revenue Fund (1021), Transportation and Parking Management Department, Parking Enforcement Division (281.1957).

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION DECLARING IPS GROUP, INC., TO BE A SOLE SOURCE SUPPLIER FOR PAY-BY-CREDIT CARD PARKING METERS AND DATA MANAGEMENT SERVICES; APPROVING THE AWARD OF A THREE-YEAR AGREEMENT TO IPS GROUP, INC. FOR PAY-BY-CREDIT CARD PARKING METERS AND DATA MANAGEMENT SERVICES FOR THE TRANSPORTATION AND PARKING MANAGEMNT DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$903,842.52; 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 from IPS Group, Inc. pay-by-credit card parking meters and data management services for the Transportation and Parking Management Department; and

WHEREAS, this purchase is being made in accordance with Section 2-212 of the Procurement Code, which 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 Transportation and Parking Management Department, recommends approval of this award; 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 IPS Group, Inc. is declared to be sole source supplier for pay-by-credit card parking meters and data management services.

BE IT FURTHER RESOLVED that the award of a three-year agreement pay-by-credit card parking meters and data management services to IPS Group, Inc. at a total contract amount not to exceed \$903,842.52 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:



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DEPARTMENT:

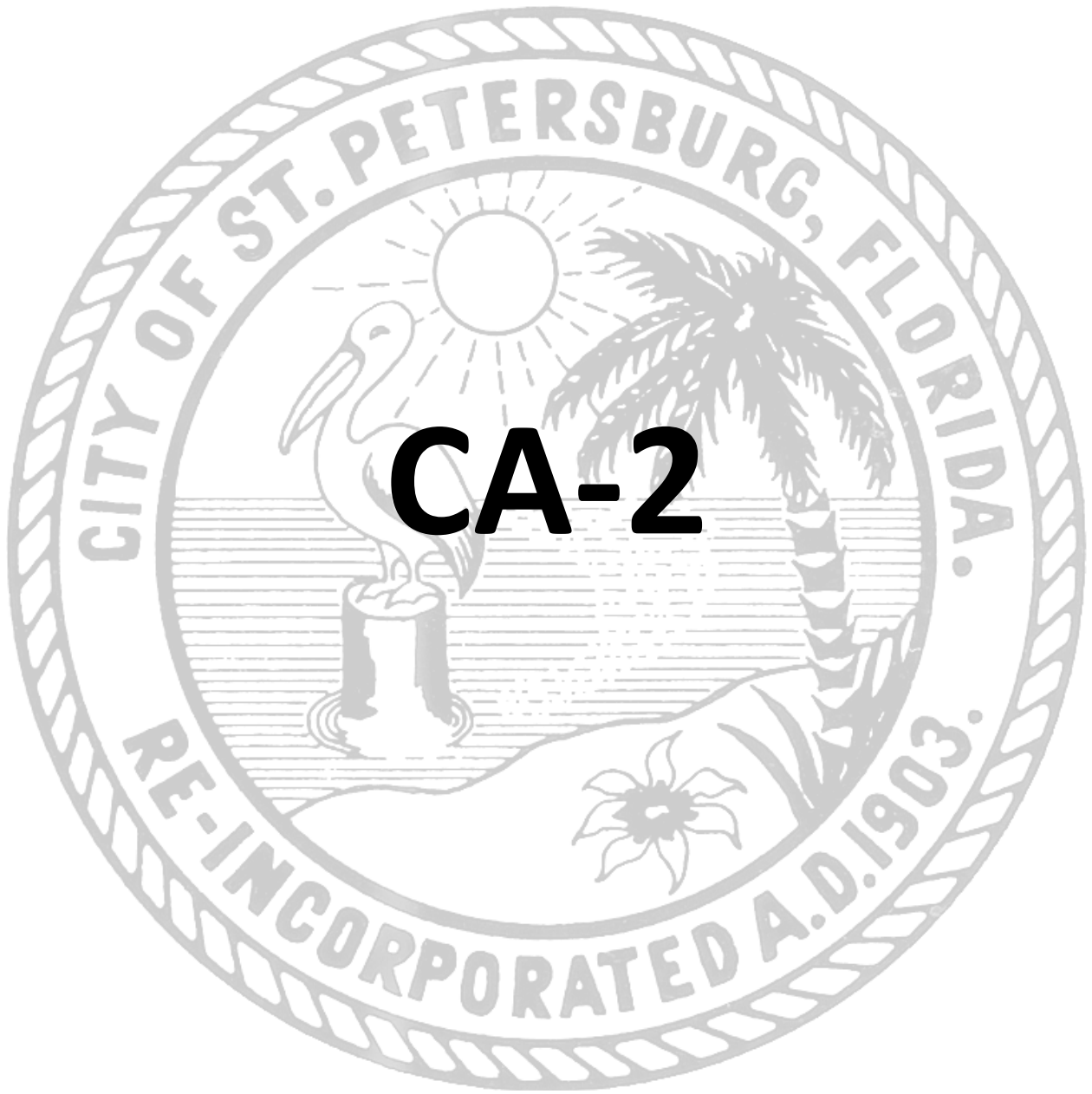


 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					196497
Name:	Pocengal, Nicholas W	Request Date:	13-JAN-2023	Status:	APPROVED

Authorization Request	
Subject:	Mgmt Svcs Web-Based Parking Meters, Feb 2 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Management Services, Web-Based Parking Meters, scheduled to go before City Council on February 2, 2023. 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	13-JAN-2023	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	13-JAN-2023	User Defined
2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	19-JAN-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the reinstatement and renewal of two blanket purchase agreements for pavement marking supplies with Ennis-Flint, Inc. and Potters Industries, LLC, in the amount of \$340,000 for a total contract amount of \$598,720. Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 2, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving the reinstatement and renewal of two blanket purchase agreements for pavement marking supplies with Ennis-Flint, Inc. and Potters Industries, LLC, in the amount of \$340,000 for a total contract amount of \$598,720.

Explanation: On October 17, 2019, City Council approved three-year blanket purchase agreements for pavement marking supplies, through October 31, 2022. The agreements have one, two-year renewal option. On January 13, 2022, City Council approved an allocation increase. This will be the first, and only renewal.

Due to the rising cost of goods and anticipated street marking enhancements, maintenance and new paint truck purchase, a renewal in the amount of \$340,000 is requested.

The vendors furnish and deliver pavement marking supplies, including thermoplastic materials, raised markers with bituminous adhesive, paint and symbols and glass beads. The supplies are used by the Stormwater, Pavement and Traffic Operations Department to mark speed humps, stop bars, arrows for turn lanes and pedestrian crossings.

These supplies meet City, County and Federal specifications and are approved by the Florida Department of Transportation and the American Society for Testing and Materials.

The Procurement and Supply Management Department, in cooperation with the Stormwater, Pavement and Traffic Operations Department, recommends for award:

Pavement Marking Supplies \$340,000

Potters Industries, LLC (Malvern, PA)
Ennis-Flint, Inc (Greensboro, NC)

Original agreement amount	\$173,720
1 st Allocation increase	85,000
Renewal	<u>340,000</u>
Total agreement amount	\$598,720

Cost/Funding: Funds have been previously appropriated in the General Fund (0001), Stormwater, Pavement & Traffic Operations Department, Traffic Markings Division (400-1277).

Attachments: Resolution

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING THE REINSTATEMENT AND AMENDMENT TO THE BLANKET PURCHASE AGREEMENTS WITH ENIS-FLINT, INC. AND POTTERS INDUSTRIES, LLC FOR PAVEMENT MARKING SUPPLIES TO (I) REINSTATE THE AGREEMENTS, (II) EXERCISE THE TWO-YEAR RENEWAL OPTION, AND (III) INCREASE THE TOTAL COMBINED CONTRACT AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS BY \$340,000 FOR THE RENEWAL TERM THROUGH OCTOBER 21, 2024; PROVIDING THAT THE TOTAL COMBINED CONTRACT AMOUNT SHALL NOT EXCEED \$598,720; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 17, 2019, City Council approved three-year blanket purchase agreements with a two-year renewal option (“Agreements”) to Ennis-Flint, Inc. and Potters Industries, LLC for pavement marking supplies in the combined contract amount of \$173,720 for the initial term through October 31, 2022; and

WHEREAS, on January 13, 2022, City Council approved an increase in the amount of \$85,000 to the allocation for the above referenced Agreements to cover purchases through the end of the initial term; and

WHEREAS, the Agreements expired on October 31, 2022; and

WHEREAS, the City desires to (i) reinstate the Agreements, (ii) exercise the two-year renewal option, and (iii) increase the total combined contract amount for the above referenced Agreements by \$340,000 for the renewal term through October 31, 2024; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Stormwater, Pavement and Traffic Operations Department, recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Reinstatement and Amendment to the Blanket Purchase Agreements with Ennis-Flint, Inc. and Potters Industries, LLC for pavement marking supplies to (i) reinstate the agreements, (ii) exercise the two-year renewal option, and (iii) increase the total combined

contract amount for the above referenced agreements by \$340,000 for the renewal term through October 31, 2024 is hereby approved.

BE IT FURTHER RESOLVED that the total combined contract amount shall not exceed \$598,720.

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:



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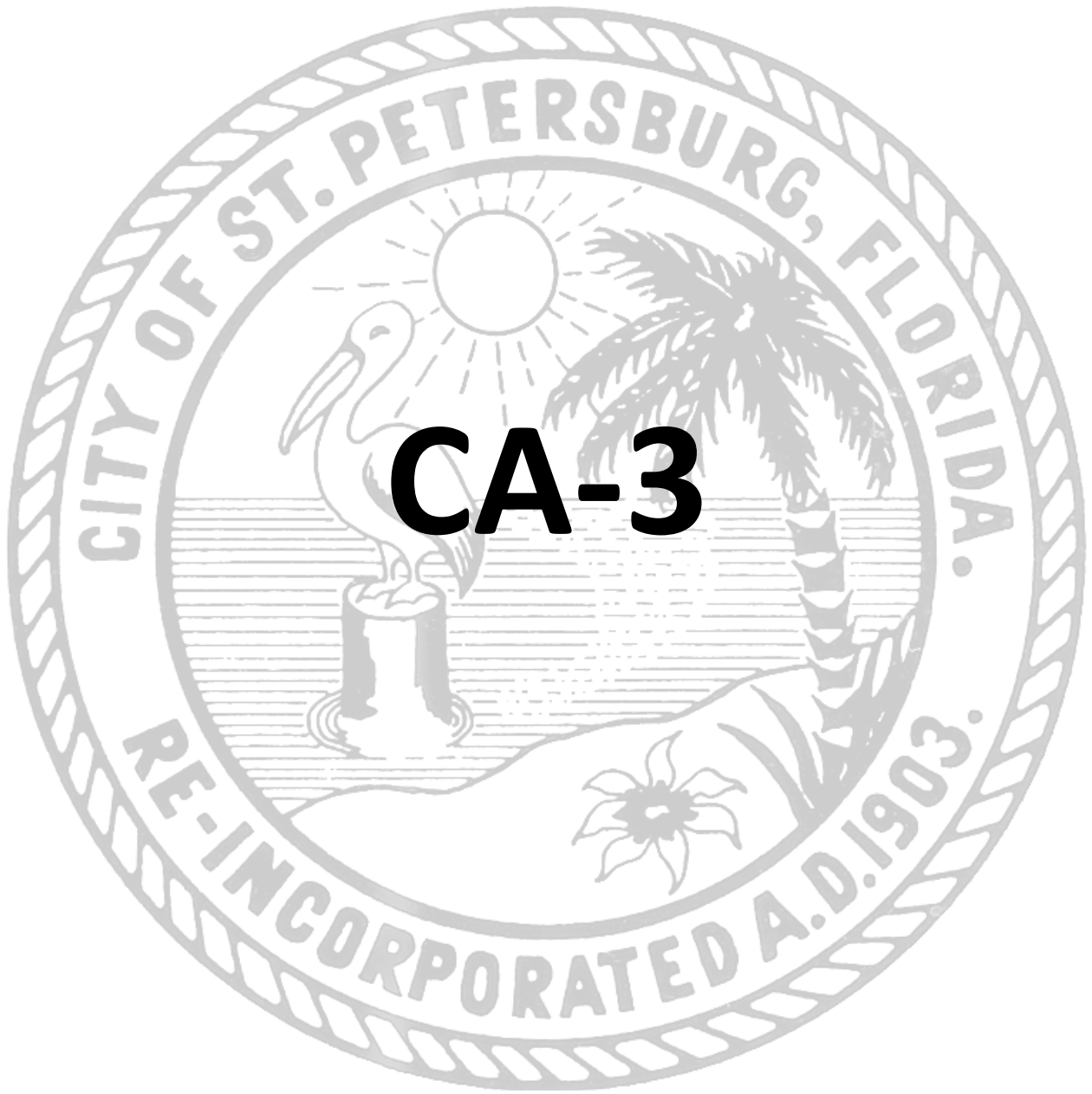
DEPARTMENT:

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					196491
Name:	Pocengal, Nicholas W	Request Date:	13-JAN-2023	Status:	APPROVED

Authorization Request	
Subject:	Pavement Marking Supplies, Feb 2 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Pavement Marking Supplies, scheduled to go before City Council on February 2, 2023. 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	13-JAN-2023	
1	Griffin, Christopher Michael	McKee, Stacey Pevzner	APPROVE	13-JAN-2023	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	19-JAN-2023	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to accept additional funding in the amount of \$903,598.20 from the Early Learning Coalition of Pinellas, Inc. (“ELC”); authorizing the Mayor or his designee to execute all documents necessary to receive this funding; approving a supplemental appropriation in the amount of \$903,598.20 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional funds, to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.
Please scroll down to view the backup material.



CA-3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT ADDITIONAL FUNDING IN THE AMOUNT OF \$903,598.20 FROM THE EARLY LEARNING COALITION OF PINELLAS, INC. (“ELC”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE THIS ADDITIONAL FUNDING FROM ELC; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$903,598.20 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL FUNDS, TO THE PARKS AND RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573), FY23 ELC STABILIZATION GRANT PROJECT (19572); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department is a year-round childcare provider for children of qualified families in Pinellas County and has received funding from the Early Learning Coalition of Pinellas County, Inc. (“ELC”); and

WHEREAS, in response to the COVID-19 crisis, ELC has provided additional funding to childcare providers in Pinellas County who were classified as operational/open on March 11, 2022, and providing on-site childcare services in order for such providers to preserve current services and to create a long-term investment in their employees and programs; and

WHEREAS, this additional funding will be available after a supplemental appropriation in the amount of \$903,598.20 from the increase in the unappropriated balance of the General Fund (0001), to the Parks and Recreation Department, Administration Division (190-1573), FY23 ELC Stabilization Grant Project (19572); and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to accept additional funding in the amount of \$903,598.20 from the Early Learning Coalition of Pinellas, Inc (“ELC”).

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to receive this additional funding from ELC.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from the additional funds, the following supplemental appropriation for FY23:

General Fund (0001)
Parks and Recreation Department,
Administration Division (190-1573),
FY23 ELC Stabilization Grant Project (19572) \$903,598.20

This Resolution shall become effective immediately upon its adoption.

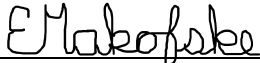
LEGAL:



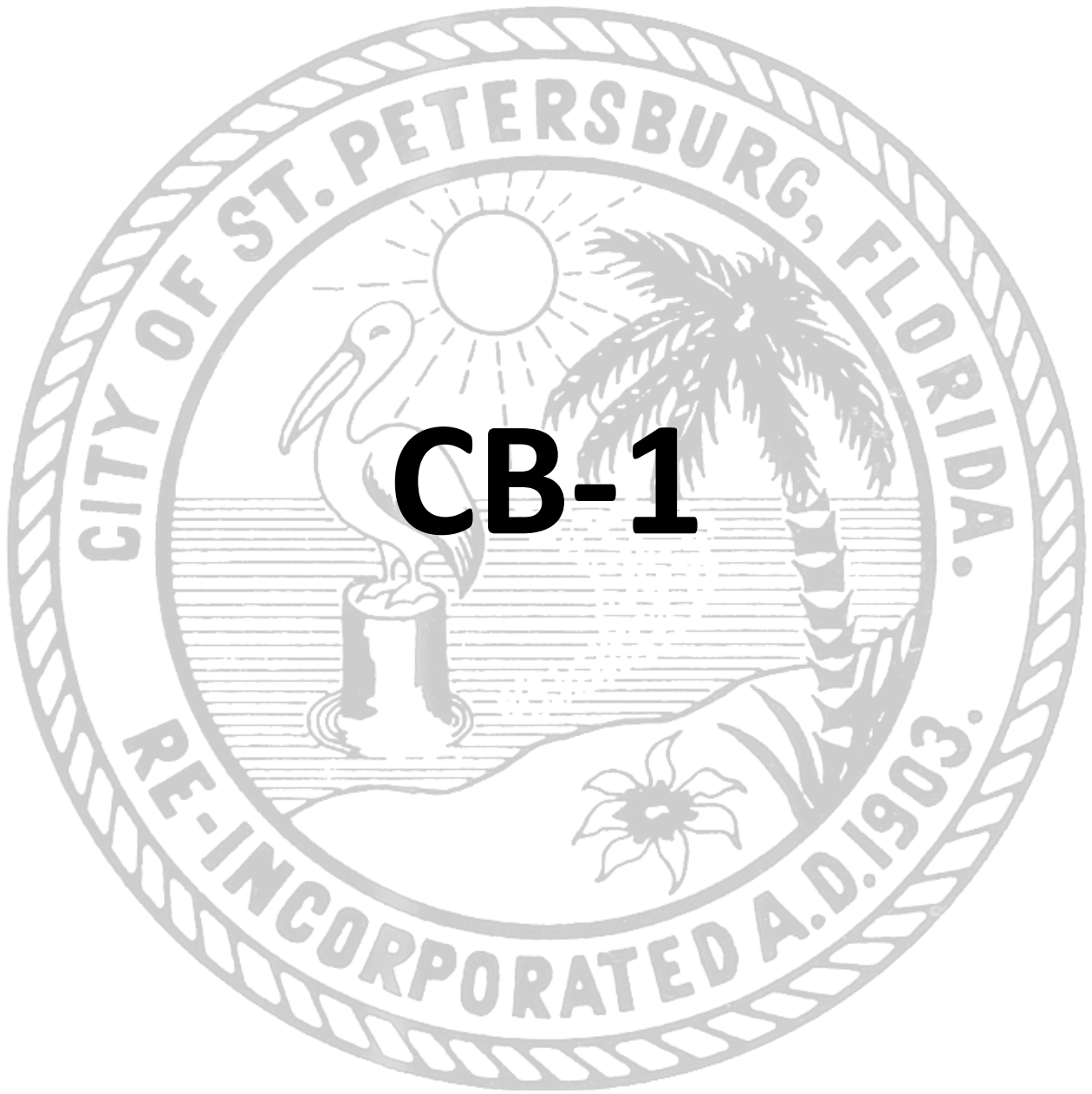
00661302

DEPARTMENT:

BUDGET:



The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Interflex Payments LLC. d/b/a Ameriflex, for flexible spending accounts (FSA), consolidated omnibus budget reconciliation act (COBRA), and retiree billing management services, at an estimated annual cost of \$33,781, for a total contract amount of \$101,343. Please scroll down to view the backup material.



CB-1

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 2, 2023**

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Interflex Payments LLC. d/b/a Ameriflex, for flexible spending accounts (FSA), consolidated omnibus budget reconciliation act (COBRA), and retiree billing management services, at an estimated annual cost of \$33,781, for a total contract amount of \$101,343.

Explanation: The Procurement and Supply Management Department received four proposals for management services of FSA, COBRA, and retiree accounts. The four proposals were received from:

<u>#</u> <u>Offeror</u>	<u>Amount</u>
1 Interflex Payments LLC dba Ameriflex	\$33,781
2 P&A Administrative Services Inc	\$29,956
3 Total Administrative Services Corporation	\$32,124
4 WEX Health Inc.	\$39,314

The proposals were evaluated based on the following criteria:

- Experience of firm
- Qualification and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Schedule
- Cost or price

Proposals were reviewed and evaluated by Gallagher Benefits Consulting, Inc. and then presented to the Human Resources Benefits Manager, Human Resources Active Benefits Specialist, and Human Resources Retiree Benefits Specialist.

The vendor provides third party administration for FSA medical spending and dependent care accounts, COBRA notification, member billing and collection, retiree group insurance premium billing and collection for retirees, and ongoing updates regarding legislative updates on topics including FSA, DCA and COBRA requirements.

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

Interflex Payments LLC dba Ameriflex (Carollton, TX) \$101,343
(Three-years @ \$33,781 per year)

Interflex Payments LLC dba Ameriflex has met the specifications, terms, and conditions of RFP 8541 dated December 8, 2022. The company is headquartered in Carollton, TX and has been in business since 1998. A blanket purchase agreement will be issued and be effective from April 1, 2023 through March 31, 2026

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Department, Human Resources Group Benefits Division (090-1177).

Attachments: Resolution

RESOLUTION NO. 2023-_____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT WITH INTERFLEX PAYMENTS LLC dba AMERIFLEX FOR FLEXIBLE SPENDING ACCOUNTS (FSA), CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACTS (COBRA), AND RETIREE BILLING MANAGEMENT SERVICES FOR A TOTAL CONTRACT AMOUNT OF \$101,343; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8541 dated December 8, 2022 for flexible spending accounts (FSA), consolidated omnibus budget reconciliation acts (COBRA), and retiree billing management services; and

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

WHEREAS, Interflex Payments LLC dba Ameriflex has met the specifications, terms and conditions of RFP No. 8541; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Human Resources Department, recommends approval of this award.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of an agreement to Inerflex Payments LLC dba Ameriflex for flexible spending accounts (FSA), consolidated omnibus budget reconciliation acts (COBRA), and retiree billing management services telecommunication services for a total contract amount of \$101,343 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:



00660277

DEPARTMENT:



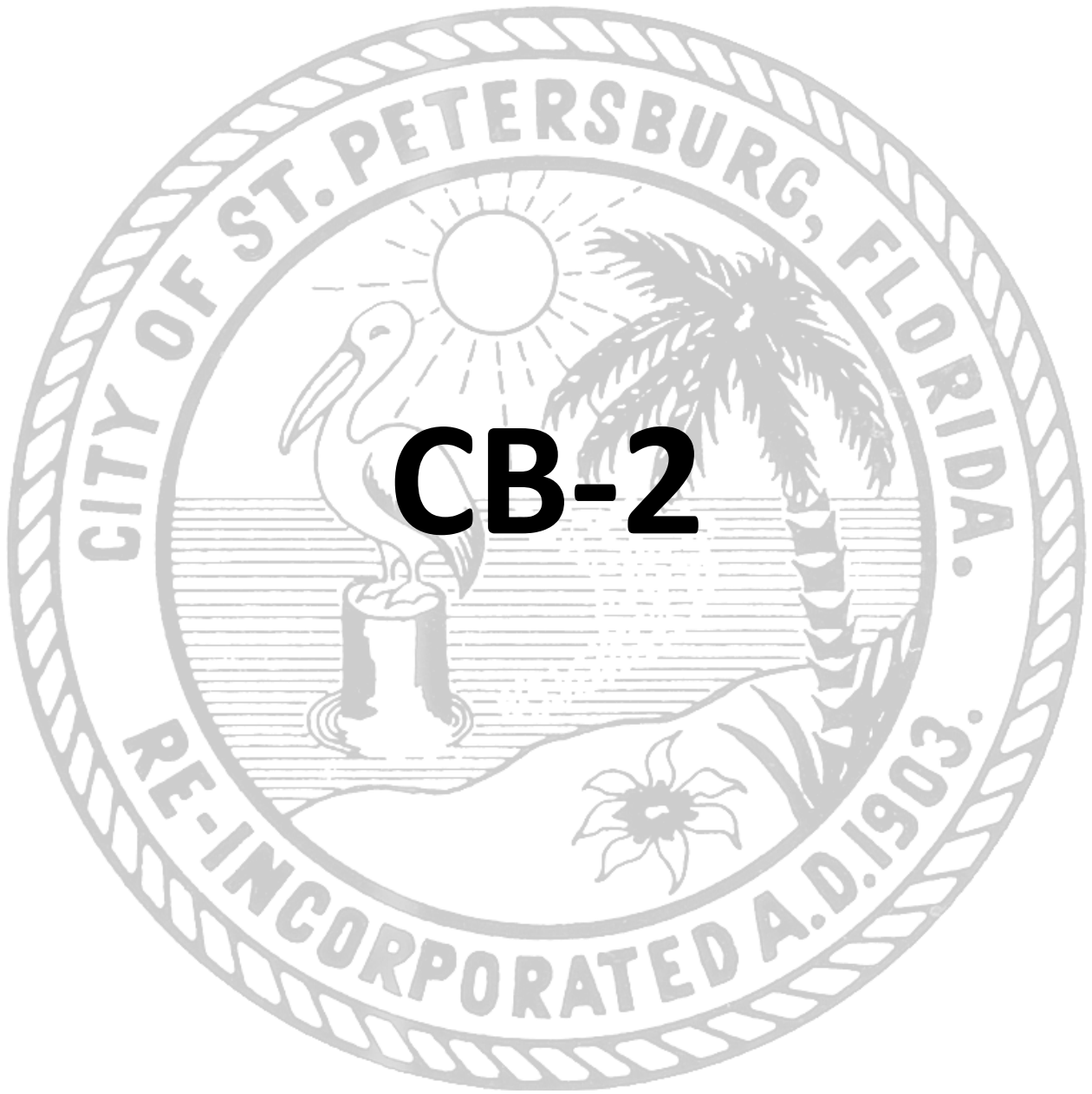
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					196500
Name:	Pocengal, Nicholas W	Request Date:	13-JAN-2023	Status:	APPROVED

Authorization Request	
Subject:	Mgmt Svcs, FSA COBRA & Retiree Accts., 2/2 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Management Services - FSA, COBRA, and Retiree Accounts, scheduled to go before City Council on February 2, 2023. 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	13-JAN-2023	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	13-JAN-2023	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	17-JAN-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a license agreement with Sol Relief, Inc., a Florida not for profit corporation, for use of the building located at 107-½ Eighth Avenue Southeast, St. Petersburg, within Albert Whitted Airport, for the storage of disaster relief supplies and related office use, for a period of three (3) years at a monthly rent of \$250.00. (Requires affirmative vote of at least six (6) members of City Council.)

Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 2, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a license agreement with Sol Relief, Inc., a Florida not for profit corporation, for use of the building located at 107-½ Eighth Avenue Southeast, St. Petersburg, within Albert Whitted Airport, for the storage of disaster relief supplies and related office use, for a period of three (3) years at a monthly rent of \$250.00; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: On July 27, 2020, the City of St. Petersburg ("City") and Sol Relief, Inc., a Florida not for profit corporation ("Licensee"), entered into a license agreement ("License") for use of the building located at 107-½ Eighth Avenue Southeast, St. Petersburg ("Premises"), within the Albert Whitted Airport ("Airport"). The term of the license is on a month-to-month basis, not to extend beyond February 14, 2023. The Premises has been utilized by the Licensee solely for the storage of disaster relief supplies since August 15, 2020. The Licensee requested to extend its use of the Premises to include office related use for a period of three (3) years. The Airport Manager agreed that the new License could include office related use for a monthly rent of \$250.00.

The Licensee has executed a new License, for a three (3) year term, for a monthly rent of \$250.00, subject to City Council approval. The permitted uses include storage of disaster relief supplies and related office use. The Licensee will be responsible for payment of all costs associated with its use of the Premises including, but not limited to, utilities, applicable taxes, security, and maintenance of the Premises. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of Licensee's use of the Premises.

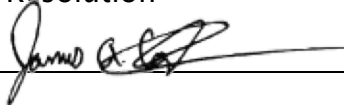
The License may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination. The City is under no obligation to provide a replacement facility under any circumstances.

This License is in compliance with Section 1.02(c)(4)A.1, of the City Charter, which permits the leasing of property at the Airport for a term not to exceed twenty-five (25) years with an affirmative vote of at least six (6) members of City Council. This property is zoned IT (Industrial Traditional).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Sol Relief, Inc., a Florida not for profit corporation, for use of the building located at 107-½ Eighth Avenue Southeast, St. Petersburg, within Albert Whitted Airport, for the storage of disaster relief supplies and related office use, for a period of three (3) years at a monthly rent of \$250.00; and to execute all documents necessary to effectuate same; and providing an effective date.

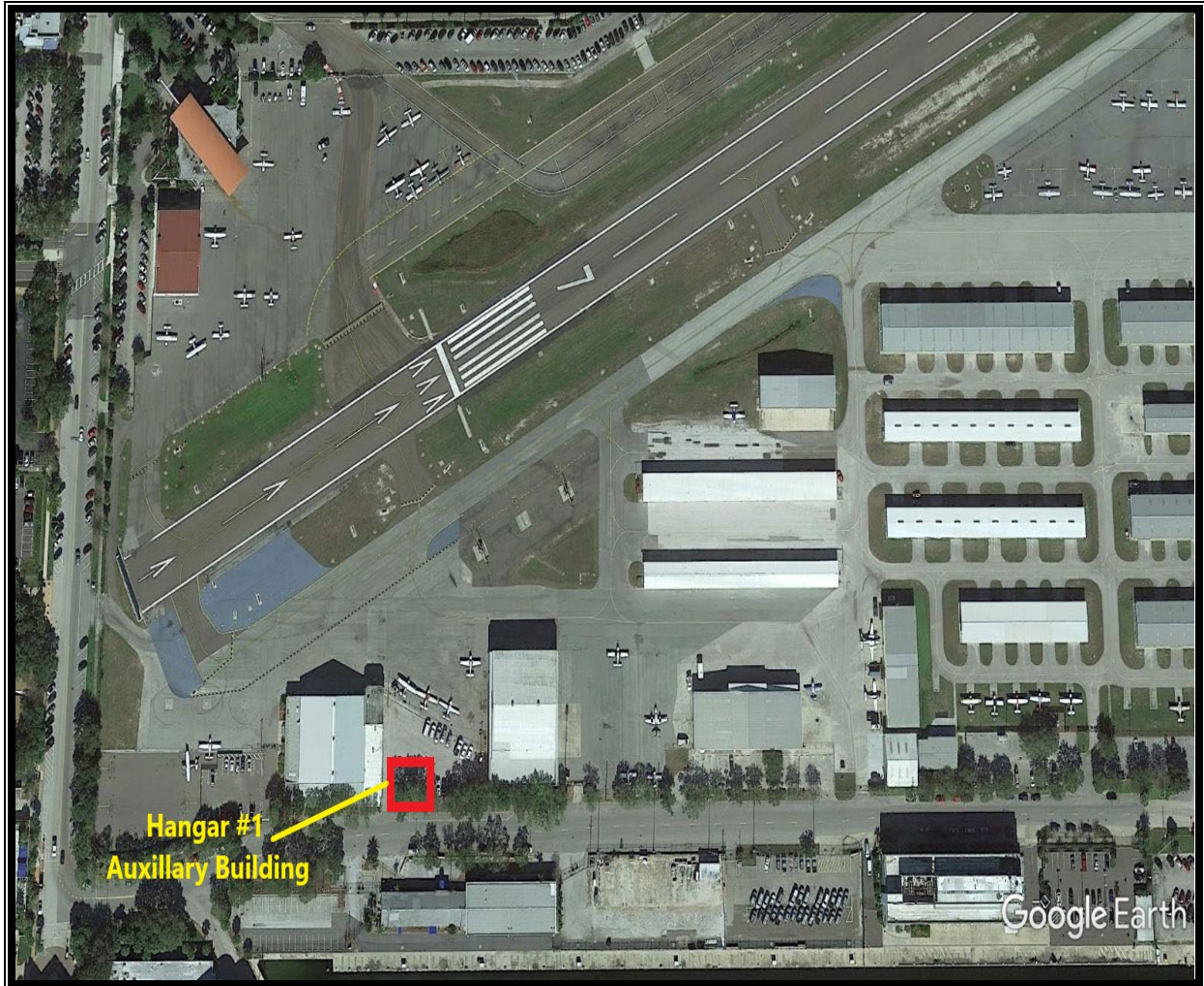
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustrations and Resolution

APPROVALS: Administration:  *AMF CB*

Budget: N/A

**ILLUSTRATION "A"
PREMISES**



A portion of Lot 2, Block 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION as recorded in Plat Book 112, Pages 23 and 24, Public Records of Pinellas County, Florida.

Address: 107-½ Eighth Avenue SE, St. Petersburg, FL

**ILLUSTRATION "B"
PREMISES - BUILDING**



Resolution No. 2023 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH SOL RELIEF, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR USE OF THE BUILDING LOCATED AT 107-½ EIGHTH AVENUE SOUTHEAST, ST. PETERSBURG, WITHIN ALBERT WHITTED AIRPORT, FOR THE STORAGE OF DISASTER RELIEF SUPPLIES AND RELATED OFFICE USE, FOR A PERIOD OF THREE (3) YEARS AT A MONTHLY RENT OF \$250.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sol Relief, Inc. ("Licensee") desires to continue its use of the building located at 107-1/2 Eighth Avenue Southeast, St. Petersburg ("Premises"), within Albert Whitted Airport ("Airport") for the storage of disaster relief supplies, that the Licensee has utilized since August 15, 2020; and

WHEREAS, the Premises was licensed by the Licensee on a month-to-month basis, not to extend beyond February 14, 2023; and

WHEREAS, the Licensee requested to extend its use of the Premises to include office related use for a period of three (3) years; and

WHEREAS, the Airport Manager agreed that the License could include office related use and monthly rent of \$250.00; and


WHEREAS, the Licensee has executed a License, for a three (3) year term, to include the aforementioned uses, subject to City Council approval; and

WHEREAS, this License is in compliance with Section 1.02(c)(4)A.1, of the City Charter, which permits the leasing of property at the Airport for a term not to exceed twenty-five (25) years with an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a license agreement with Sol Relief, Inc., a Florida not for profit corporation, for use of the building located at 107-½ Eighth Avenue Southeast, St. Petersburg, within Albert Whitted Airport, for the storage of disaster relief supplies and related office use, for a period of three (3) years at a monthly rent of \$250.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)

City Development Administration:



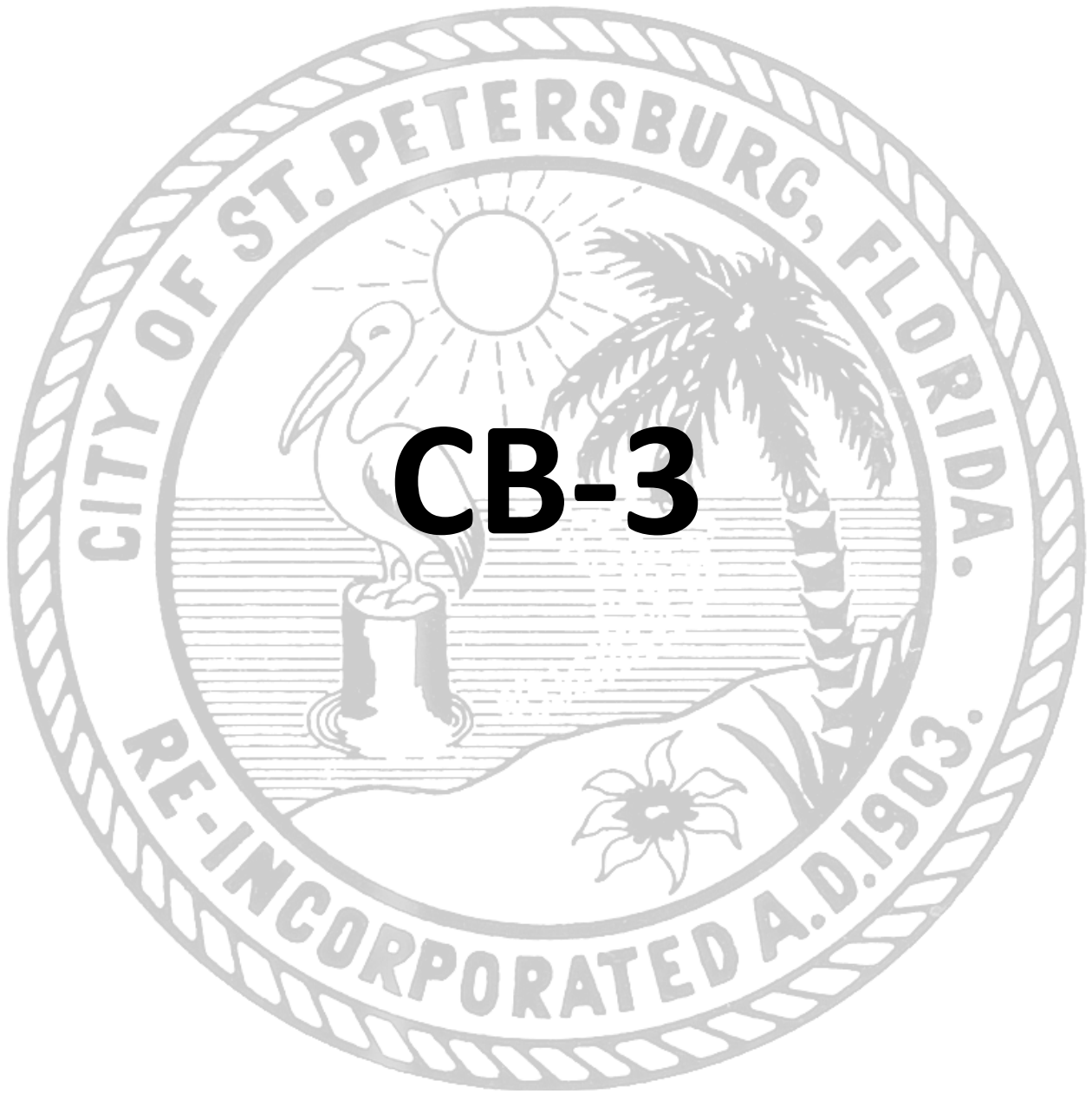
Chris Ballestra, Managing Director
Development Coordination

Real Estate & Property Management:



Aaron Fisch, Interim Director
00660988

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a Lease Agreement with the Florida Central Credit Union (f/k/a the St. Petersburg Municipal Employees Credit Union), a Florida not-for-profit financial cooperative, for a term of five (5) years for use of the City-owned real property located at 400 - 16th Street North, St. Petersburg, for the continued operation of a credit union, including the non-exclusive use of twenty-eight (28) parking spaces for nominal consideration.
Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 2, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with the Florida Central Credit Union (f/k/a the St. Petersburg Municipal Employees Credit Union), a Florida not-for-profit financial cooperative, for a term of five (5) years for use of the City-owned real property located at 400 - 16th Street North, St. Petersburg, for the continued operation of a credit union, including the non-exclusive use of twenty-eight (28) parking spaces for nominal consideration; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On January 26, 1978, the City of St. Petersburg ("City") entered into a lease agreement with the St. Petersburg Municipal Employees Credit Union ("SPMECU") for the use of ±6,028 sq. ft. of City-owned property ("Land") located at 400 - 16th Street North, St. Petersburg, to construct a credit union ("Building"), and non-exclusive use of twenty-eight (28) parking spaces ("Parking"), collectively, ("Premises"). In 1978, SPMECU completed construction of a ±4,270 sq. ft. Building to operate as a City employee credit union. On September 30, 2007, SPMECU merged with Florida Central Credit Union ("Tenant"), a Florida not-for-profit financial cooperative, for the continued operation of the credit union. The lease term was for a period of forty-five (45) years, expiring on January 27, 2023. Throughout the term, SPMECU and the Tenant paid \$1.00 per month for rent of the Land and \$60.00 per month for the Parking. The Tenant has expressed its desire to continue to utilize the Premises for operation of the credit union.


The Tenant has executed a Lease for a term of five (5) years, subject to City Council approval. The Tenant shall pay a nominal rent of sixty dollars (\$60.00) for the entire term for the Land and Building, and sixty dollars (\$60) per month throughout the term for the Parking. The Tenant is responsible for all repairs, interior and exterior maintenance of the Premises, utilities/services including, but not limited to, electric, telephone, water, sewer, internet service, gas and cable/satellite television, in addition to any applicable taxes. The Tenant will maintain a general liability insurance policy in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, protecting the City against all claims or demands that may arise or be claimed on account of Tenant's use of the Premises. The Lease may be terminated without cause by the Tenant with ninety (90) days written notice, and by the City with one (1) year written notice, prior to the scheduled date of termination.

The failure, for any reason, of the Tenant to operate the Premises as a credit union for a continuous period of one (1) year shall constitute a material default of the Lease. Should the Tenant at any time fail to qualify as a not-for-profit financial cooperative, said failure shall constitute a default of the Lease and the Lease shall be subject to termination at the sole discretion of the City.

RECOMMENDATION: Administration recommends that City Council authorize the Mayor, or his designee, to execute a Lease Agreement with the Florida Central Credit Union (f/k/a the St. Petersburg Municipal Employees Credit Union), a Florida not-for-profit financial cooperative, for a term of five (5) years for use of the City-owned real property located at 400 - 16th Street North, St. Petersburg, for the continued operation of a credit union, including the non-exclusive use of twenty-eight (28) parking spaces for nominal consideration; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustrations and Resolution.

APPROVALS: Administration:  *AMF*

Budget: N/A

ILLUSTRATION
Premises
(For Visual Aid Only - Not To Scale)

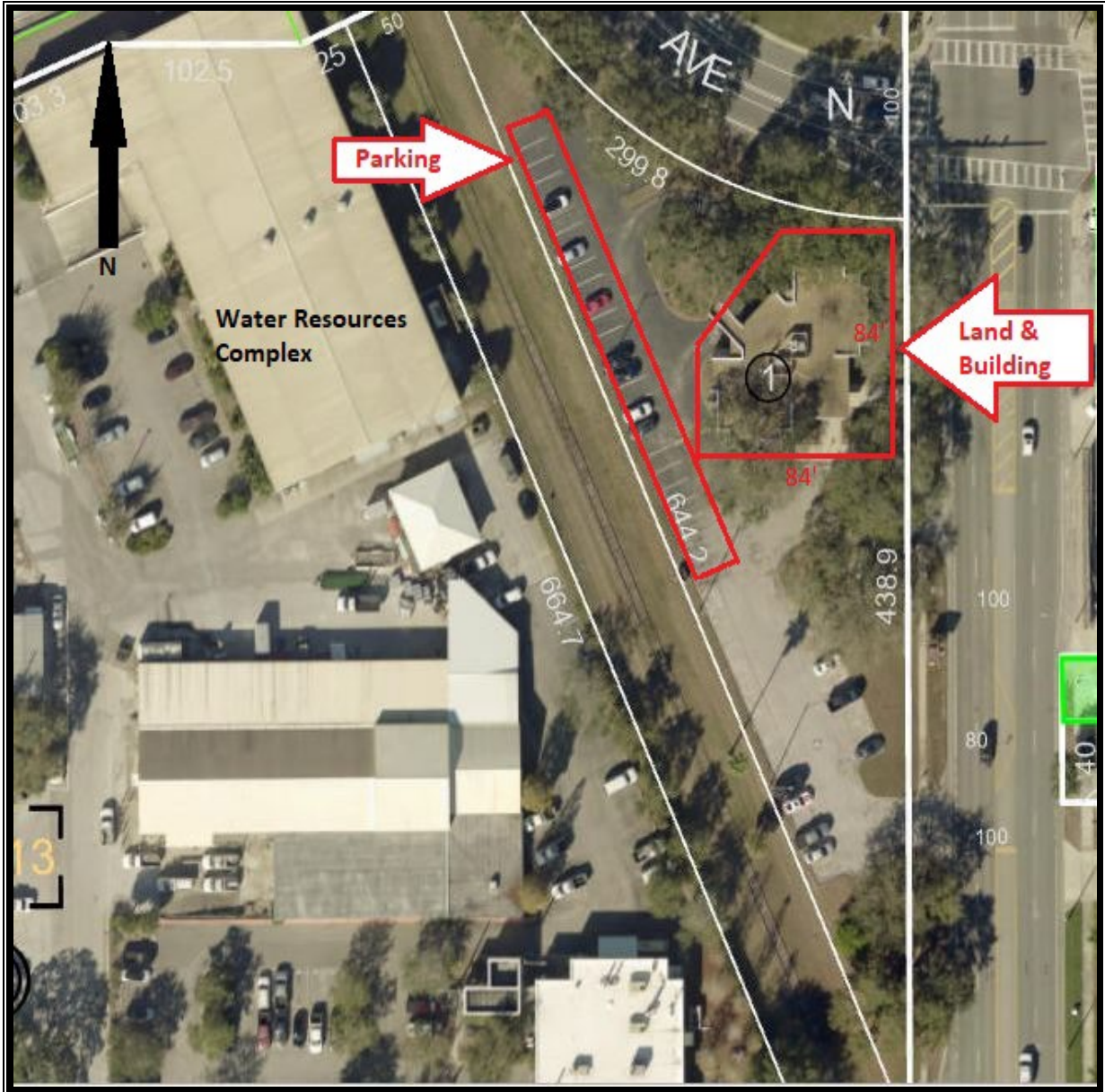


ILLUSTRATION
Legal Description - Land

A parcel of land in the Northeast $\frac{1}{4}$ of Section 24, Township 31 South, Range 16 East, St. Petersburg, Pinellas County, Florida, being further described as follows:

From the North $\frac{1}{4}$ corner of Section 24, Township 31 South, Range 16 East, St. Petersburg, Pinellas County, Florida as a Point of Reference; thence S. $00^{\circ} 02' 43''$ W., along the North/South centerline of said Section 450.00 feet; thence leaving said line N. $89^{\circ} 57' 17''$ W., 50.0 feet to a point in the west right of way line of 16th Street North (a 100 foot right of way), thence S. $00^{\circ} 02' 43''$ W., along said right of way line 20.0 feet; thence N. $89^{\circ} 57' 17''$ W., 20.0 feet, to the Point of Beginning; thence S. $00^{\circ} 02' 43''$ W., 84.0 feet; thence N. $89^{\circ} 57' 17''$ W., 84.0 feet; thence N. $00^{\circ} 02' 43''$ E., 38.67 feet; thence N. $45^{\circ} 02' 43''$ E., 64.11 feet; thence S. $89^{\circ} 57' 17''$ E., 38.67 feet to the aforementioned Point of Beginning.

Containing 6028.60 square feet or .1384 acres

Resolution No. 2023 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH THE FLORIDA CENTRAL CREDIT UNION (F/K/A THE ST. PETERSBURG MUNICIPAL EMPLOYEES CREDIT UNION), A FLORIDA NOT-FOR-PROFIT FINANCIAL COOPERATIVE, FOR A TERM OF FIVE (5) YEARS FOR USE OF THE CITY-OWNED REAL PROPERTY LOCATED AT 400 - 16TH STREET NORTH, ST. PETERSBURG, FOR THE CONTINUED OPERATION OF A CREDIT UNION, INCLUDING THE NON-EXCLUSIVE USE OF TWENTY-EIGHT (28) PARKING SPACES FOR NOMINAL CONSIDERATION; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Central Credit Union (f/k/a St. Petersburg Municipal Employees Credit Union), a Florida not-for-profit financial cooperative ("Tenant") desires to continue to utilize the premises for the operation of a credit union located at 400 - 16th Street North, St. Petersburg ("Premises"), including the non-exclusive use of twenty-eight (28) parking spaces ("Parking"), as the Tenant has utilized since January, 1978; and

WHEREAS, the term of the Lease is for five (5) years, with the Tenant paying a nominal rent of sixty dollars (\$60.00) for the entire term for use of the Premises, and sixty dollars (\$60.00) per month throughout the term for the Parking; and

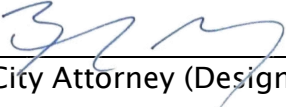
WHEREAS, the failure, for any reason, of the Tenant to operate the Premises as a credit union for a continuous period of one (1) year shall constitute a material default of the Lease, further, should the Tenant at any time fail to qualify as a not-for-profit financial cooperative, said failure shall constitute a default of the Lease and the Lease shall be subject to termination at the sole discretion of the City; and

WHEREAS, the Licensee will be responsible for payment of all costs associated with its use of the Premises including, but not limited to, utilities, applicable taxes, security, insurance, and interior and exterior.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a Lease Agreement with the Florida Central Credit Union (f/k/a the St. Petersburg Municipal Employees Credit Union), a Florida not-for-profit financial cooperative, for a term of five (5) years for use of the City-owned real property located at 400 - 16th Street North, St. Petersburg, for the continued operation of a credit union, including the non-exclusive use of twenty-eight (28) parking spaces for nominal consideration; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)

Water Resources:

 for

John Palenchar, Director

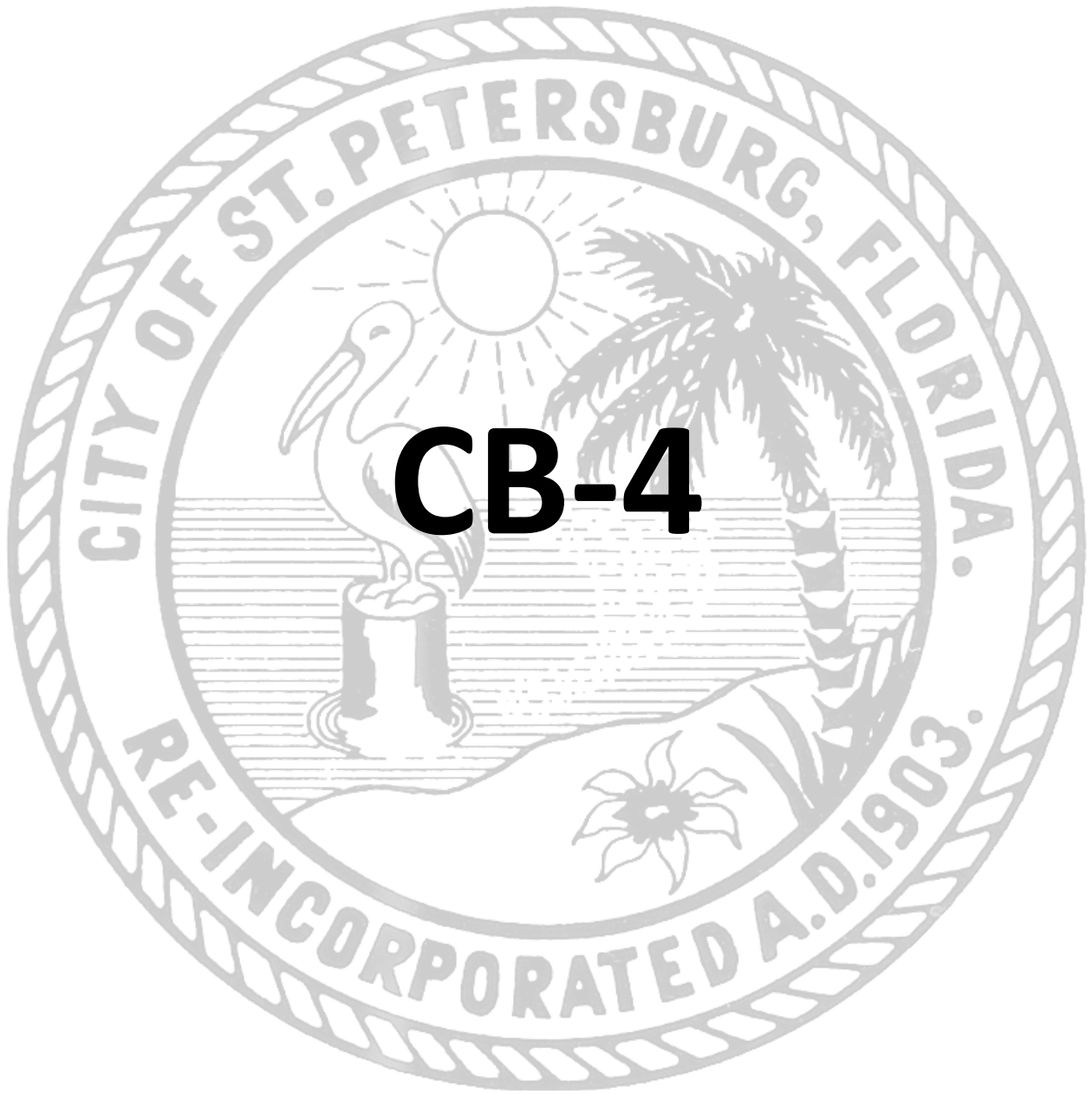
Real Estate and Property Management:



Aaron Fisch, Interim Director
00660990

The following page(s) contain the backup material for Agenda Item: A Resolution confirming the appointment of Todd Pressman, Ashley Marbet, Cassie Gardner, and Robert Jeffrey as regular members and Joseph Mangello, Michael Huston and the re-appointment of William Michaels as alternate members to the Community Planning and Preservation Commission to serve three-year terms ending January 31, 2026.

Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 2, 2023

TO: THE HONORABLE GINA DRISCOLL, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: A Resolution confirming the appointment of Todd Pressman, Ashley Marbet, Cassie Gardner, and Robert Jeffrey as regular members and Joseph Mangello, Michael Huston and the re-appointment of William Michaels as alternate members to the Community Planning and Preservation Commission to serve three-year terms ending January 31, 2026

ATTACHMENTS: Memo, Resolution

APPROVALS:

Administrative:

ERA

Budget: N/A

Legal:



MEMORANDUM

Council Meeting of February 2, 2023

TO: Honorable Chair Brandi Gabbard and Members of City Council

FROM: Mayor Kenneth T. Welch *KTW*

RE: Confirmation of Appointments to the Community Planning and Preservation Commission

I respectfully request City Council confirms the appointment of Todd Pressman, Ashley Marbet, Cassie Gardner, and Robert Jeffrey as regular members and Joseph Mangello, Michael Huston and the re-appointment of William Michaels as alternate members to the Community Planning and Preservation Commission to serve three-year terms ending January 31, 2026.

A copy of their resumes has been provided to the Council office for your information.

EA/kjc
Attachment

cc: Elizabeth Abernethy, Planning & Development Services Director

A RESOLUTION CONFIRMING THE APPOINTMENT OF TODD PRESSMAN, ASHLEY MARBET, CASSIE GARDNER, AND ROBERT JEFFREY AS REGULAR MEMBERS AND JOSEPH MANGELLO, MICHAEL HUSTON AND RE-APPOINTMENT OF WILLIAM MICHAELS AS ALTERNATE MEMBERS TO THE COMMUNITY PLANNING AND PRESERVATION COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Todd Pressman as a regular member to the Community Planning and Preservation Commission to serve a three-year term ending January 31, 2026.

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Ashley Marbet as a regular member to the Community Planning and Preservation Commission to serve a three-year term ending January 31, 2026.

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Cassie Gardner as a regular member to the Community Planning and Preservation Commission to serve a three-year term ending January 31, 2026.

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Robert Jeffrey as a regular member to the Community Planning and Preservation Commission to serve a three-year term ending January 31, 2026.

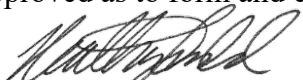
BE IT FURTHER By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Joseph Mangello as an alternate member to the Community Planning and Preservation Commission to serve a three-year term ending January 31, 2026.

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Michael Huston as an alternate member to the Community Planning and Preservation Commission to serve a three-year term ending January 31, 2026.

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the re-appointment of William Michaels as an alternate member to the Community Planning and Preservation Commission to serve a three-year term ending January 31, 2026.

This resolution shall become effective immediately upon its adoption.

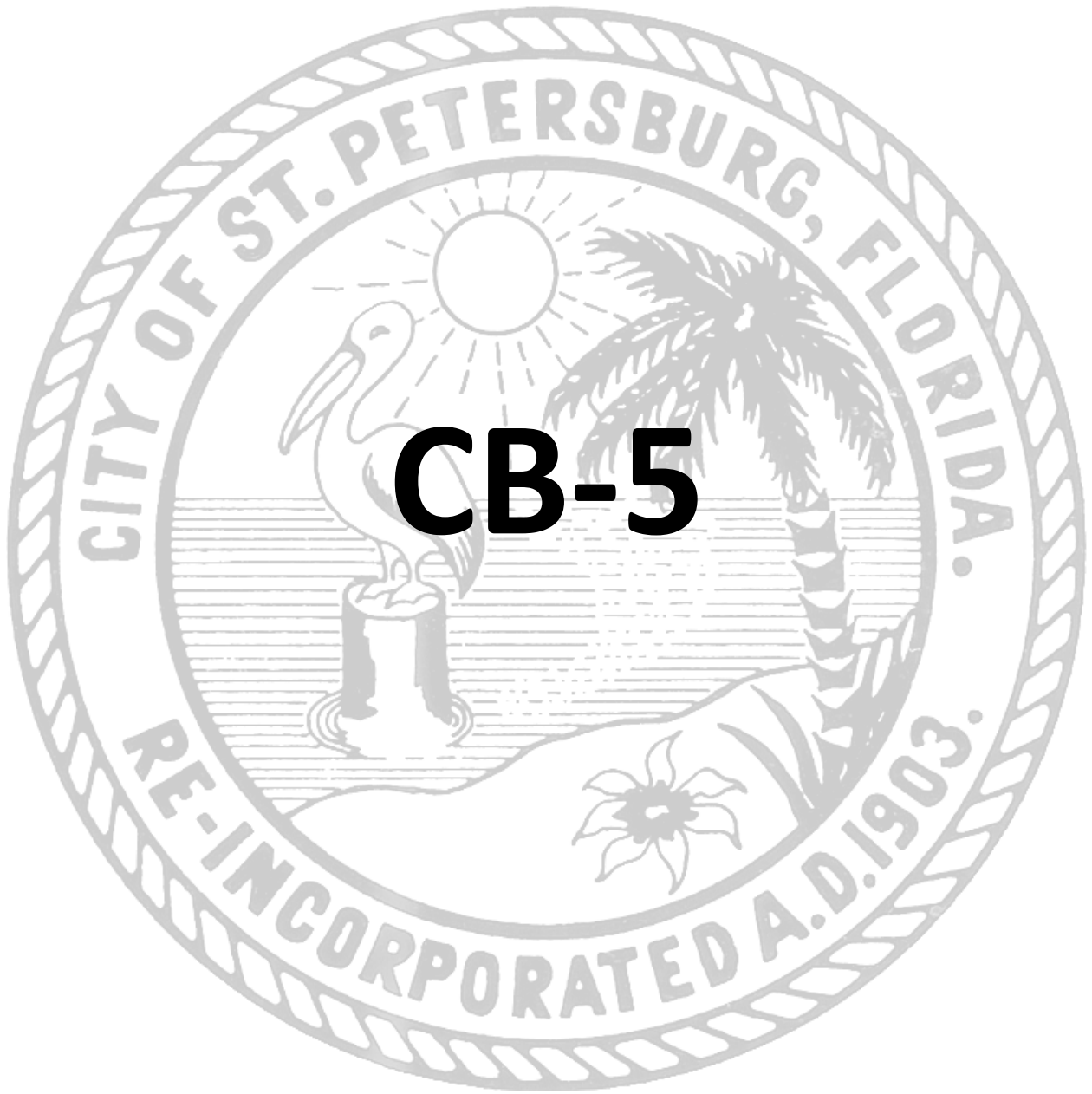
Approved as to form and content



City Attorney or (Designee)

The following page(s) contain the backup material for Agenda Item: A Resolution approving the plat of Rosenthal Subdivision, located at 870 77th Avenue North and 7601 Dr. Martin Luther King, Jr. Street North; setting forth conditions; and providing an effective date. (City File No.: DRC 18-20000019)

Please scroll down to view the backup material.



CB-5



SAINT PETERSBURG CITY COUNCIL

Meeting of February 2, 2023

TO: The Honorable Council Chair Gabbard, and Members of City Council

SUBJECT: A Resolution approving the plat of Rosenthal Subdivision, located at 870 77th Avenue North and 7601 Dr. Martin Luther King, Jr. Street North; setting forth conditions; and providing an effective date. (City File No.: DRC 18-20000019)

RECOMMENDATION: The Administration recommends **APPROVAL**.

DISCUSSION:

The applicant is requesting approval of a plat to create two (2) platted lots for commercial development and a dedicated alley. The zoning for the subject lot is Corridor Residential Suburban-1 (CRS-1).

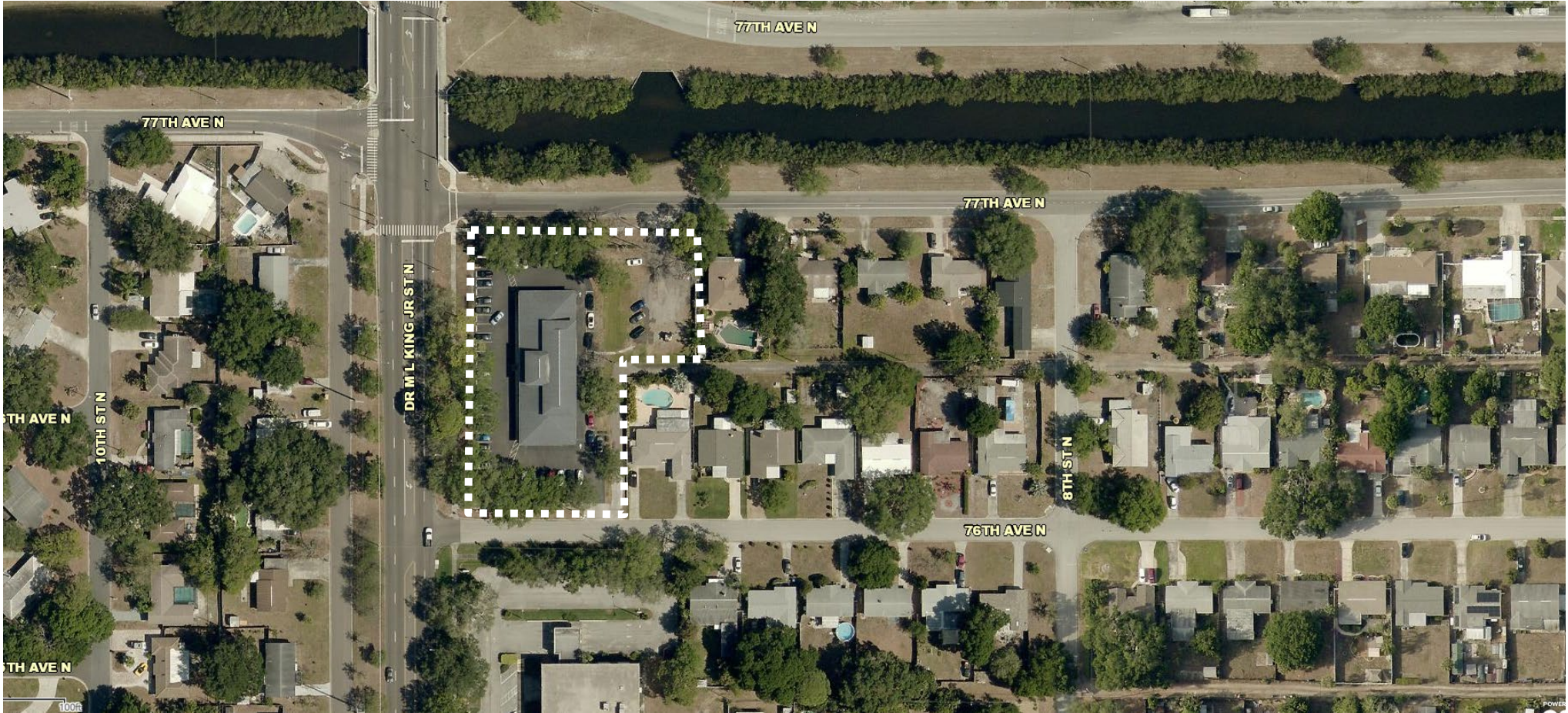
The language in Condition 1 of the resolution notes that certain Engineering conditions must be met prior to a Certificate of Occupancy.

Attachments: Location Map, Resolution with Plat, Engineering Memorandum dated December 2, 2022

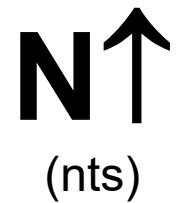
Administration: James A. Gabbard ERA

Budget: N/A

Legal: Christina



Project Location Map
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No.: 18-20000019
Address: 870 77th Avenue North and
7601 Dr. Martin Luther King Jr. Street North



RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF ROSENTHAL SUBDIVISION, LOCATED AT 870 77TH AVENUE NORTH AND 7601 DR. MARTIN LUTHER KING, JR. STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File: DRC 18-20000019)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Rosenthal Subdivision, located at 870 77th Avenue North and 7601 Dr. Martin Luther King, Jr. Street North, is hereby approved, subject to the following conditions.

1. The applicant shall comply with Engineering conditions in the memorandum dated December 2, 2022, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

/s/ Corey Malyszka

1/11/23

Corey Malyszka, AICP
Zoning Official (POD)
Development Review Services Division
Planning & Development Services Department

Date



1/19/2023

City Attorney (Designee)

Date

ROSENTHAL SUBDIVISION

PB _____ , PG _____

BEING A REPLAT OF THE NORTHSIDE REPLAT AS RECORDED IN PLAT BOOK 67, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A REPLAT OF LOTS 55 AND 56 OF THE JOHN ALEXANDER KELLY SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 114, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LOCATED IN SECTION 30, TOWNSHIP 30 SOUTH, RANGE 17 EAST, ALL LYING IN THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 30 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA AND BEING ALL OF THE PROPERTY CONTAINED WITHIN NORTHSIDE REPLAT AS RECORDED IN PLAT BOOK 67, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH LOTS 55 AND 56, OF THE JOHN ALEXANDER KELLY SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 14, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE ALONG THE WEST LINE OF SAID SECTION 30, S.00°05'03"W, 195.00 FEET; THENCE LEAVING SAID LINE, S.89°51'57"E., 50.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF DR. MARTIN LUTHER KING JR. STREET N. AND THE SOUTH RIGHT-OF-WAY LINE OF 77TH AVENUE NORTH FOR THE POINT OF BEGINNING; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF 77TH AVENUE NORTH, S.89°51'57"E., 240.58 FEET; THENCE LEAVING SAID LINE, S.00°05'03"W, 127.00 FEET TO THE NORTH LINE OF A 16' ALLEY; THENCE ALONG SAID ALLEY, N.89°51'57"W., 99.58 FEET; THENCE S.00°05'03"W., 16.13 FEET TO THE SOUTH LINE OF SAID ALLEY; THENCE ALONG SAID LINE, S.89°48'57"E., 29.00 FEET; THENCE LEAVING SAID LINE, S.00°05'03"W., 127.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 76TH AVENUE NORTH; THENCE ALONG SAID LINE, N.89°48'57"W., 170.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF DR. MARTIN LUTHER KING JR. STREET N.; THENCE ALONG SAID LINE, N.00°05'03"E., 270.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 77TH AVENUE NORTH AND THE POINT OF BEGINNING.

DEDICATION

THE UNDERSIGNED HEREBY CERTIFY THAT CONCURRENT WITH THE RECORDING HEREOF, THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND THAT BESIDES THEIR INTERESTS THEREIN, THERE ARE NO OTHER OUTSTANDING INTERESTS IN SAID PROPERTY, WHICH PROPERTY IS HEREBY PLATTED AS ROSENTHAL SUBDIVISION.

- TRACT "A" SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE PARKSHORE REALTY PARTNERS, LLC. ITS SUCCESSORS AND/OR ASSIGNS. PARKSHORE REALTY PARTNERS, LLC. WILL MAINTAIN TRACT "A" AND IS NOT DEDICATED FOR USE BY THE GENERAL PUBLIC BUT IS DEDICATED TO THE COMMON USE AND ENJOYMENT OF THE OWNERS AND/OR THEIR TENANTS AS MORE FULLY PROVIDED IN THE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 20878, PAGE 2660 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- TRACT "B" IS HEREBY DEDICATED AS PUBLIC ALLEY.
- THE 5.00 FOOT AND 10.00 FOOT EASEMENTS ARE DEDICATED AS PUBLIC EASEMENT FOR STREET ON PB 67, PG 87 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

OWNER AS TO LOT 1 (PARCEL 1)

PARKSHORE REALTY PARTNERS LLC

BY: _____

JOSEPH ROSENTHAL, MANAGER

WITNESS SIGNATURE

WITNESS NAME PRINTED

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH ROSENTHAL, MANAGER OF PARKSHORE REALTY PARTNERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY, TO BE KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED, AS SUCH OFFICER, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

OWNER AS TO LOT 2 (PARCEL 2)

WEBB AVENUE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
OSVALDO F. PADRON, MANAGER

WITNESS SIGNATURE

WITNESS SIGNATURE

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED OSVALDO F. PADRON, MANAGER, OF WEBB AVENUE LLC., A FLORIDA LIMITED LIABILITY COMPANY TO BE KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER OWN FREE ACT AND DEED, AS SUCH OFFICER, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

MORTGAGEE CONSENT TO PLAT

FIRST-CITIZENS BANK & TRUST COMPANY, WHOSE ADDRESS IS DAC 20, P.O. BOX 26592, RALEIGH, NC 27611-6592, AS MORTGAGEE UNDER A CERTAIN MORTGAGE DATED FEBRUARY 18, 2021 RECORDED IN O.R. BOOK 21408, PAGE 515, OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, HEREBY DOES JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED HEREIN AND AGREES THAT IN THE EVENT OF FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

BY: _____

PRINT NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2023 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED OSVALDO F. PADRON, MANAGER, TO BE KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER OWN FREE ACT AND DEED, AS SUCH OFFICER, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

CERTIFICATE OF APPROVAL OF THE CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

COUNCIL CHAIR

CERTIFICATE OF APPROVAL OF MAYOR

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023; PROVIDED THAT THIS PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN SIX (6) MONTHS FROM DATE OF THIS APPROVAL.

MAYOR

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA }
COUNTY OF PINELLAS } SS

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

KEN BURKE, CLERK
PINELLAS COUNTY, FLORIDA

DEPUTY CLERK

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR

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

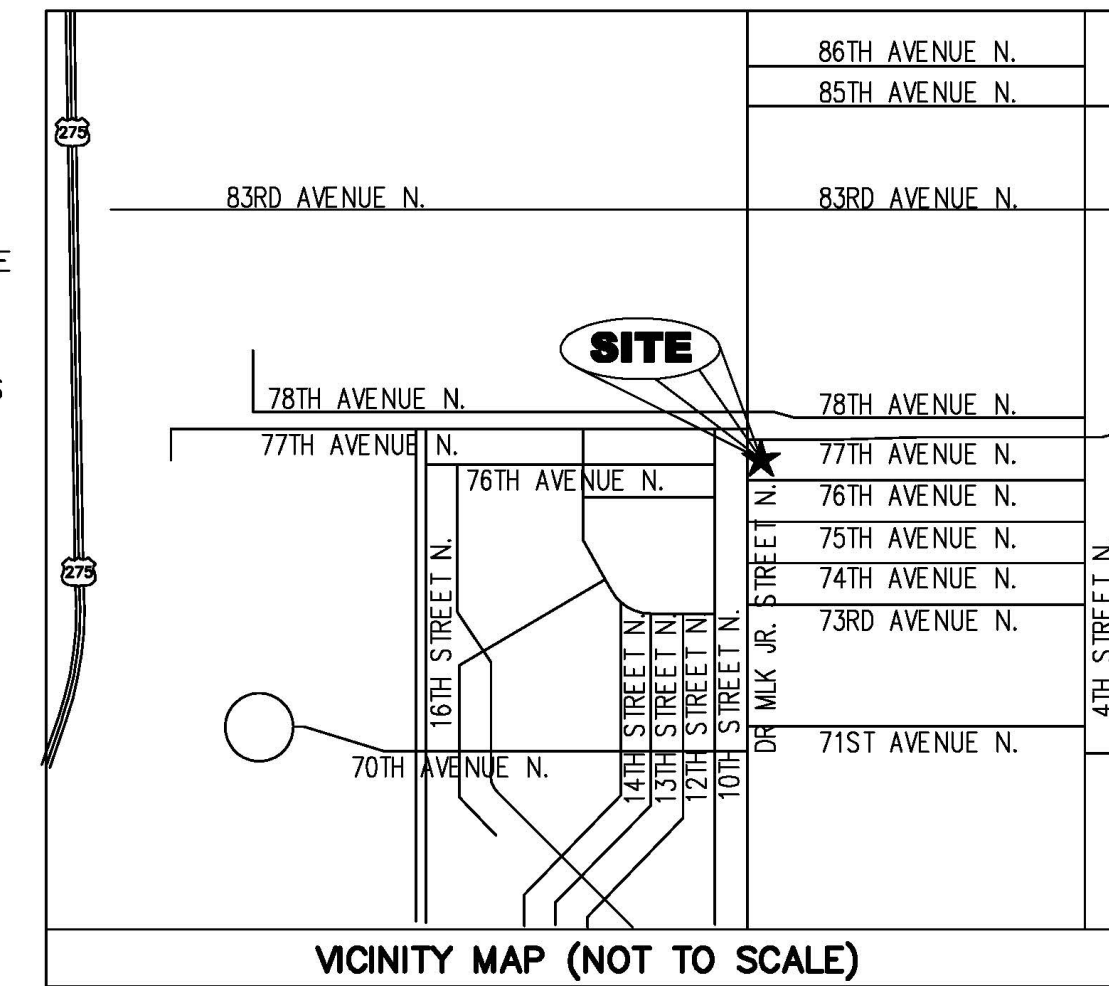
TIMOTHY R. COLLINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6882

DATE

SURVEYOR'S CERTIFICATE:

I, DAN H. RIZZUTO, HEREBY CERTIFY THAT ON _____, THIS PROPERTY WAS SURVEYED AND THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, THAT IT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THEREUNTO APPERTAINING, AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF SECTION 177 PART 1 OF THE LAWS OF THE STATE OF FLORIDA PERTAINING TO MATERIALS AND COMPOSITION.

DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR NO. 5227
POLARIS ASSOCIATES, INC.
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FL 33765
LB #6113



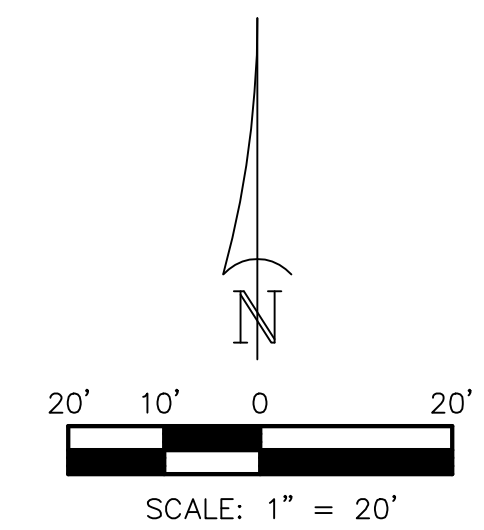
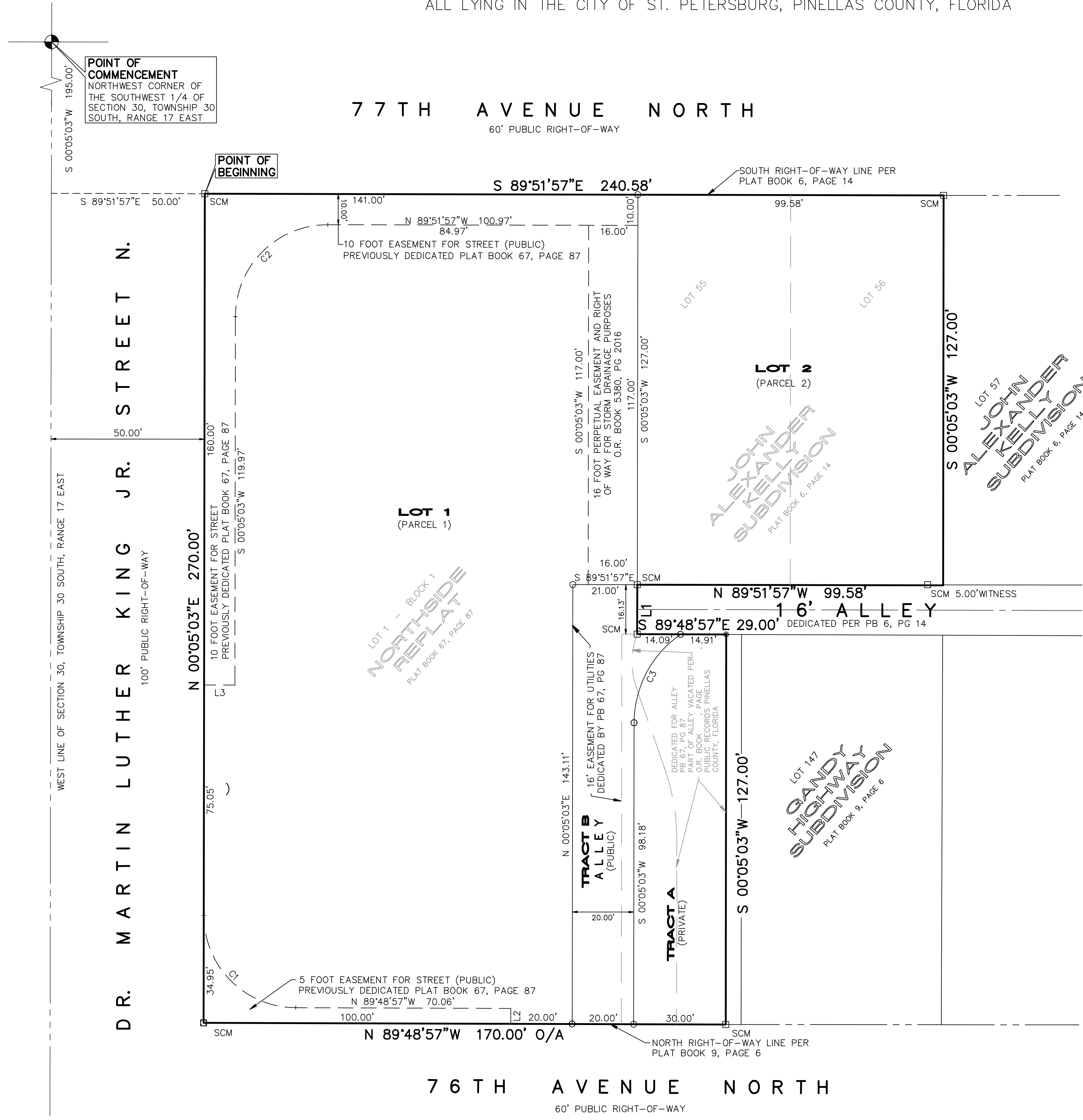
VICINITY MAP (NOT TO SCALE)

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FLORIDA 33765
4720-02 (727) 461-6113 SHEET 1 OF 2

ROSENTHAL SUBDIVISION

PB , PG

BEING A REPLAT OF THE NORTHSIDE REPLAT AS RECORDED IN PLAT BOOK 67, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A REPLAT OF LOTS 55 AND 56 OF THE JOHN ALEXANDER KELLY SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 114, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LOCATED IN SECTION 30, TOWNSHIP 30 SOUTH, RANGE 17 EAST, ALL LYING IN THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA



SURVEYOR'S NOTES

- BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 77TH AVENUE NORTH, BEING ASSUMED AS S.89°51'57"E
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHICAL FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL PLATTED UTILITY EASEMENTS MUST PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THIS PROPERTY IS SUBJECT TO A EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 20878, PAGE 2660, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- SUBJECT TO A HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 20878, PAGE 2660 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°05'03"W	16.13'
L2	N00°11'03"E	5.00'
L3	N89°54'57"W	10.00'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	30.00'	47.07'	89°54'00"	N44°51'57"W	42.39'
C2	30.00'	47.15'	90°03'00"	S45°06'33"W	42.44'
C3	35.00'	33.80'	55°19'38"	S27°44'52"W	32.50'

- LEGEND**
- FCM ■ = FOUND 4"x4" CONCRETE MONUMENT
 - LB = LICENSED BUSINESS
 - PB = PLAT BOOK
 - PG = PAGE
 - PLS = PROFESSIONAL LAND SURVEYOR
 - PRM = PERMANENT REFERENCE MONUMENT
 - S.C.M. = SET 4"x4" CONCRETE MONUMENT PRM LB 6113
 - = SET 1/2" IRON ROAD WITH CAP LB6113
 - = SET NAIL & DISK PRM LB6113
 - = SET NAIL & DISK LB6113
 - R/W = RIGHT-OF-WAY

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD SUITE D
 CLEARWATER, FLORIDA 33765
 4720-02 (727) 461-6113 SHEET 2 OF 2

**MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT**

TO: Cheryl Bergailo, Planner II, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: December 2, 2022
SUBJECT: Final Plat – Rosenthal Plat
FILE: 18-20000019 R5

LOCATION AND PIN: 870 77th Avenue North; 30/30/17/45666/000/0550
7601 Dr. ML King Jr. Street North; 30/30/17/61515/001/0010
ATLAS: G-58

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed final plat provided the following comments are adequately addressed.

ECID COMMENTS (REQUIRING CHANGES TO THE FINAL PLAT):

1. Final plat dedication note 2 now indicates that “*Tract “B” is dedicated as Public Alley for Ingress/Egress and Utility Easement*”. Revise note 2 on the final plat page 1 to indicate, “**Tract B is hereby dedicated as Public Alley**”, eliminating the wording further clarifying “for Ingress/Egress and Utility Easement”.

2. The final plat shows and labels a “*16’ easement for utilities dedicated by this plat (public alley)*”, within the north/south 20-foot Alley Right of Way being dedicated. It appears that this 16’ easement (which lies south of the remaining east/west public alley) was previously dedicated by PB 67, PG 87. Please correct the final plat to label the easement as “**16’ Easement for Utilities dedicated by PB67, PG 87**”.

**It is noted that this easement seems redundant since this plat must dedicate the 20-foot Alley Right of way in the same location. ECID requests that Zoning review with City legal to determine if there is a need to vacate the north/south 16-foot easement, previously dedicated by PB 67, PG 87, to eliminate the redundancy.

3. Correct the language on the final plat page 2 for the area dedicated by OR Bk 5380, PG 2016, to label the area, “**16-foot Perpetual Easement and Right of way for Storm Drainage Purposes**” to coincide with the recorded document.

ECID CONDITIONS OF APPROVAL (NOT REQUIRING CHANGES TO THE FINAL PLAT):

4. Per the July 8, 2021 letter from Jennifer Bryla (former zoning official), a sidewalk variance to the width of the public sidewalk required by City Code was administratively approved (Case #21-54000054) to allow the existing 5-foot wide sidewalk along the eastern parkway of Dr. ML King Street North, the existing 4-foot wide public sidewalk in the southern parkway of 77th Avenue North, and the 4-foot wide public sidewalk in the northern parkway of 76th Avenue North to remain. Existing sidewalks must be ADA compliant.

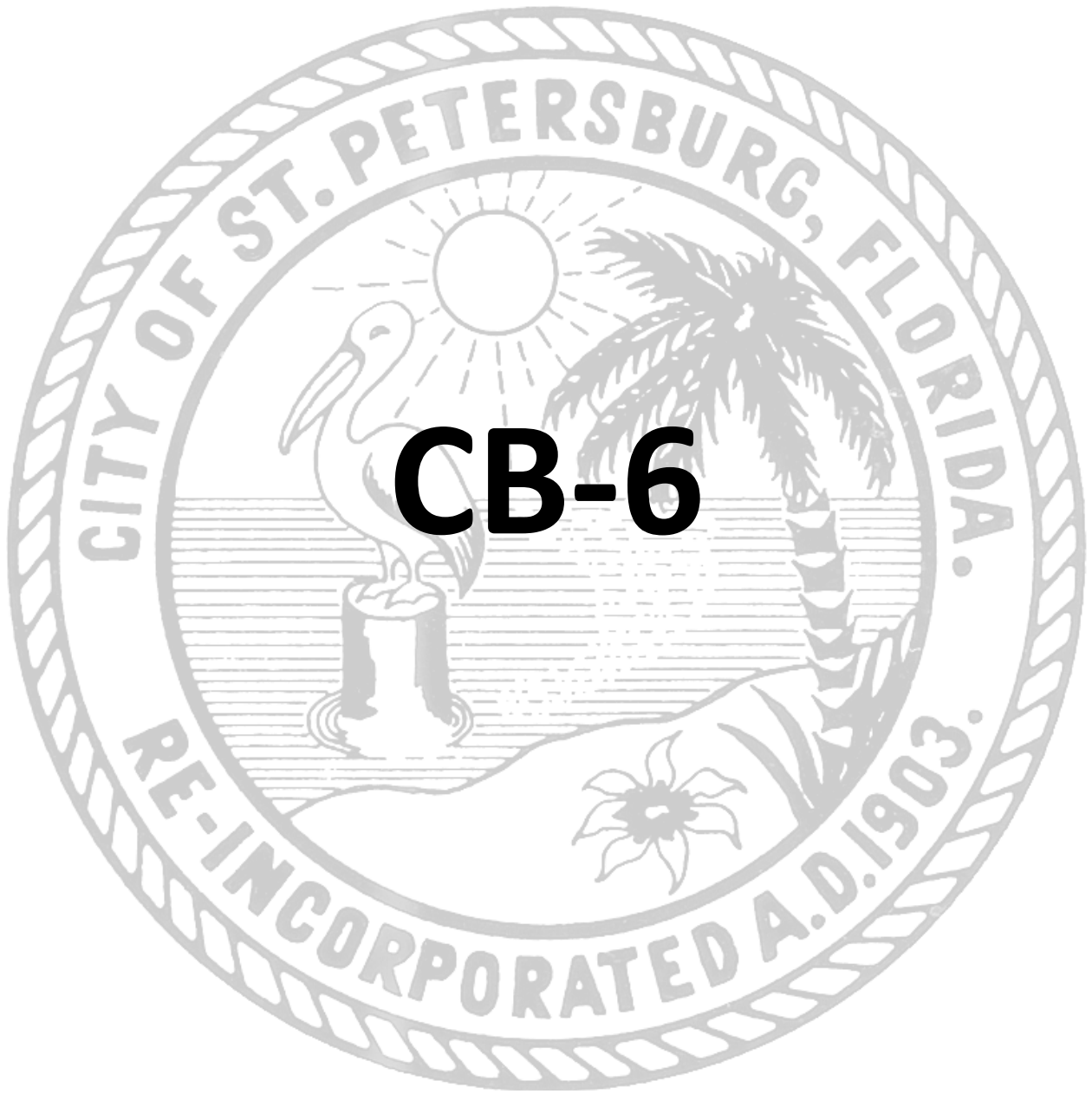
5. Prior to final Certificate of Occupancy, the north/south and east/west sections of alley within and directly adjacent to the plat boundary must be paved per current City Engineering Standard Details and Technical Specifications. All cost necessary to perform the design, permitting, and construction of alley paving shall be by and at the sole expense of the applicant. It is noted that City Engineering Right of way permit #21-211-D-1006 issued on May 4, 2021, included this paving work.

6. As clarification and documentation, the project drainage design directs the flow of public stormwater from a portion of the adjacent public alley rights of way overland to the north through the *16-foot Perpetual Easement and Right of Way for Storm Drainage Purposes (OR BK 5380, pg 2016)*. This public drainage surface flow path must be maintained and not blocked. All surfaces within the easement shall remain in the ownership of the private property owner and the private property owner shall retain the responsibility to maintain the historical flow path for public runoff and retain responsibility for all future pavement maintenance within the easement area; the City of St. Petersburg shall not maintain the pavement surface within this easement boundary.

NED, mk

pc: Sean McWhite
Kayla Eger

The following page(s) contain the backup material for Agenda Item: A Resolution to execute an agreement with Volkan Alkanoglu Design for two sculptures to be located in the Grand Central District at a cost of \$199,000; exempting and waiving the Florida statute and City code public construction bond requirement; and an appropriation of \$399,000 to fund all project costs. Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 2, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A resolution by City Council authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida, and Volkan Alkanoglu Design (“Artist”), for Artist to design, fabricate, and install two artistic sculptures, one entitled “Rise” on the Northwest corner of Central Avenue at 16th Street and one entitled “Grace” on the Northwest corner of 1st Avenue North at 16th Street North at a cost not to exceed \$199,000; approving a transfer in the amount of \$399,000 from the unappropriated balance of the Intown West Tax Increment District Fund (1107), to the Tax Increment Financing Capital Improvement Fund (3005) to provide funding for the agreement and an additional \$200,000 for site preparation, sculpture foundations, and lighting; approving a supplemental appropriation in the amount of \$399,000 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Grand Central Improvements Project (19024); authorizing the Mayor or his designee to execute all other documents necessary to effectuate this transaction; exempting and waiving the Florida statute and city code public construction bond requirement; authorizing the city attorney or designee to make non-substantive changes to the agreement; and providing an effective date.

BACKGROUND:

City Council unanimously approved the amended Intown West Community Redevelopment Plan on December 16, 2021. The Intown West Plan has a budget including capital improvements to be funded with tax increment financing aimed at further enhancing the overall aesthetics of the area. This funding has been utilized in the EDGE District for a gateway sculpture immediately east of 16th Street on Central Avenue to mark its boundaries. The Grand Central District’s boundaries begin immediately to the west of 16th Street and are proposed to have sculptures located along Central and 1st Avenue North identifying District boundaries.

Five members of the Grand Central District East Entryway Artist Selection Committee were agreed upon by the City and EDGE District, and included: David Foote, Grand Central District executive director, Jeff Danner, past president Grand Central District, Mike Toth, resident Historic Kenwood, Laura Bryant, Public Arts Commission member, and Lynn Goodwin, Cultural Affairs and Tourism Department.

An RFQ was nationally noticed, resulting in 50 artists responding with interest in undertaking the project. The Grand Central District East Entryway Artist Selection Committee conducted a total of five meetings over five months. The three finalists were invited to present their site-specific proposals for the entryways on October 17, 2022. The Committee unanimously selected Volkan Alkanoglu Design LLC for the two sculptures “Rise” and “Grace”.

The sculptures will consist of a painted aluminum sculpture on a concrete base with “Grand Central” text on the bases. “Rise” will be located on the northwest corner of Central Avenue and 16th Street North with a 15-foot height including the base. “Grace” will be located on the northwest corner of 1st Avenue and 16th Street North with a 23-foot height. The sculptures will be lighted at night. The conceptual drawings are included in the artist agreement’s “Exhibit A”.

The total cost for the art installation is **\$399,000** and will be paid out of the Intown West Redevelopment Trust Fund. The cost for the design, fabrication and installation of the the two artistic sculptures will not exceed **\$199,000**. Another **\$200,000** is needed to pay for site preparation, foundations for the two sculptures and lighting that will be engineered by City forces.

City Administration is requesting that City Council exempt and waive the requirement that the Artist provide a public construction bond, which waiver and exemption is permissible by Florida Statutes and City Code on projects of \$200,000 or less. City Council has waived this requirement in the past for public art installations.

- The artist agreement provides that Volkan Alkanoglu Design LLC will design, fabricate, and install these sculptures subject to the following requirements:
- The artist will have one year to complete the project;
- The artist will provide a three (3) year warranty;
- The payment schedule will provide 25% payment of \$49,750 to the artist within 30 days after the effective date of the agreement;
- The payment schedule will provide 50% payment of \$99,500 to the artist after completion and submission of construction drawings;
- The payment schedule will provide the final 25% payment of \$49,750 to the artist of the delivery and installation of the sculpture and all required documentation.

The City will be responsible for preparing the sites, installing sculpture foundations, and installing lights around the base in addition to working with the artist to successfully install the art.

RECOMMENDATION:

Administration recommends City Council **APPROVE** the attached resolution.

COST/FUNDING INFORMATION: Funds will be available after the approval of a transfer in the amount of \$399,000 from the unappropriated balance of the Intown West Tax Increment District Fund (1107), to the Tax Increment Financing Capital Improvement Fund (3005) and a supplemental appropriation in the amount of \$399,000 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Grand Central Improvements Project (19024).

Attachments:


- Resolution
- Artist Agreement

Approvals:

Administrative:

 BC

Budget:

 _____

Resolution No. 2023-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND VOLKAN ALKANOGLU DESIGN LLC (“ARTIST”) FOR ARTIST TO DESIGN, FABRICATE, AND INSTALL TWO ARTISTIC SCULPTURES: ONE ENTITLED “RISE” ON THE NORTHWEST CORNER OF CENTRAL AVENUE AT 16TH STREET NORTH, AND ONE ENTITLED “GRACE” ON THE NORTHWEST CORNER OF 1ST AVENUE NORTH AT 16TH STREET NORTH, AT A TOTAL COST NOT TO EXCEED \$199,000; ; APPROVING A TRANSFER IN THE AMOUNT OF \$399,000 FROM THE UNAPPROPRIATED BALANCE OF THE INTOWN WEST TAX INCREMENT DISTRICT FUND (1107), TO THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005) TO PROVIDE FUNDING FOR THE AGREEMENT AND AN ADDITIONAL \$200,000 FOR SITE PREPARATION, SCULPTURE FOUNDATIONS, AND LIGHTING; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$399,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005), RESULTING FROM THE ABOVE TRANSFER, TO THE GRAND CENTRAL IMPROVEMENTS PROJECT (19024); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL OTHER DOUCMENTS NECESSARY TO EFFECTUATE THIS TRANSACITON; EXEMPTING AND WAIVING THE FLORIDA STATUTE AND CITY CODE PUBLIC CONSTRUCTION BOND REQUIREMENT; AUTHORIZING THE CITY ATTORNEY OR DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, is committed to supporting and encouraging the artistic and cultural enrichment of the St. Petersburg community; and

WHEREAS, City Council approved the amended Intown West Community Redevelopment Plan on December 16, 2021, with one objective being to improve the overall aesthetics of the area; and

WHEREAS, projects identified in the Intown West Community Redevelopment Plan can be funded by a redevelopment trust fund through tax increment financing; and

WHEREAS, the Grand Central District’s east gateway is located in the Intown West Community Redevelopment Area; and

WHEREAS, the City and the Grand Central District formed the Grand Central District East Entryway Artist Selection Committee (“Committee”) to select an artist to design, fabricate, and install art on Central Avenue and 1st Avenue North at 16th Street at a cost of \$199,000; and

WHEREAS, the Committee issued a Request for Qualifications (“RFQ”) inviting qualified artists to submit applications for the project; and

WHEREAS, the Committee received fifty (50) applications in response to the RFQ and selected three (3) of those as finalists to prepare and present to the Committee a site-specific proposal; and

WHEREAS, based on the site-specific proposal submitted and presented by Volkan Alkanoglu Design LLC (“Artist”), one of the three finalists, the Committee unanimously selected Artist to fully design, fabricate and install two works of art entitled “Rise” and “Grace” on northwest corner of Central Avenue at 16th Street North, and the northwest corner of 1st Avenue North at 16th Street North, respectively; and

WHEREAS, the City will prepare the sites and install the sculpture foundations and lighting at a cost of \$200,000; and

WHEREAS, the agreement for Artist to design, fabricate, and install the art involves the prosecution and completion of a public work requiring a public construction bond pursuant to Florida Statute Section 255.05(1) and City Code Section 2-217(a), unless City Council exempts Artist from executing a public construction bond pursuant to Florida Statute Section 255.05(1)(d) and waives the requirement with at least five affirmative votes pursuant to City Code Section 2-222; and

WHEREAS, Administration recommends that City Council grant an exemption and waiver from the public construction bond requirement and approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute an agreement between the City of St. Petersburg, Florida and Volkan Alkanoglu Design LLC (“Artist”), for Artist to design, fabricate, and install two artistic sculptures: one entitled “Rise” on the northwest corner of central avenue at 16th Street North, and one entitled “Grace” on the northwest corner of 1st Avenue North at 16th Street North, at a total cost not to exceed \$199,000.

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

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY23 to provide funding for the artist agreement and an additional \$200,000 for site preparation, sculpture foundations, and lighting:

Intown West Tax Increment District Fund (1107)

Transfer to: Tax Increment Financing Capital
Improvement Fund (3005) \$399,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, the following supplemental appropriation for FY23:

Tax Increment Financing Capital Improvement Fund (3005):

Grand Central Improvements Project (19024) \$399,000

BE IT FURTHER RESOLVED that Artist is exempted from executing a public construction bond pursuant to Florida Statute Section 255.05, and the requirement under City Code Section 2-217(a) that Artist obtain a public construction bond is waived.

BE IT FURTHER RESOLVED that the City Attorney or designee is authorized to make non-substantive changes to the agreement.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Sharon Muchmoricy
City Attorney (Designee)
00661198

DEPARTMENT:

James A. [Signature] BC
Administration

BUDGET:

E. Makofske
Budget and Management

ARTIST AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 15th day of December, 2022 (“Effective Date”), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, (“City”) and Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company (“Artist”) (collectively, “Parties”).

WHEREAS, it is the desire of City and Artist to establish the terms and conditions under which works of art will be designed, fabricated and installed by Artist in the places designated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 *Artwork* - The works of art entitled “Rise” and “Grace” which are to be fully designed, fabricated, and installed by Artist under this Agreement. The Artwork is generally depicted and described in Exhibit A, which is attached hereto and made a part of this Agreement.

1.2 *Site* – The northwest corner of Central Avenue and 16th Street North, and the northwest corner of 1st Avenue North and 16th Street North, in St. Petersburg Florida.

ARTICLE 2. SCOPE OF SERVICES

2.1. *Independent Contractor*. Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.2. *Artist Responsibilities*. Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and installation of the Artwork and shall comply with the following:

- A. Beginning on the Effective Date, Artist shall commence the final design, development, fabrication and installation of the Artwork in accordance with this Agreement.
- B. Final placement of the Artwork must be coordinated with and approved by the City before installation begins to ensure that no damage is caused to the Site.
- C. Artist shall submit monthly progress reports to the City upon written request.

- D. Artist shall present to the City in advance, for further review and approval, a written proposal for any significant changes in the scope, design, color, size, material or texture, or location on the Site of the Artwork which affects installation, scheduling, Site preparation or maintenance for the Artwork or the concept of the Artwork as approved by the City.
- E. Artist agrees that the Artwork will not utilize any protected patent, trademark, or copyright unless Artist has obtained proper permission and all releases and other necessary documents. If Artist uses any protected material, process, or procedure, Artist shall disclose such patent, trademark, or copyright in the construction drawings and technical specifications.
- F. Artist shall provide written instructions for the care, maintenance and preservation requirements for the Artwork. The City acknowledges that the Artwork may suffer some ordinary wear and tear, but such wear and tear shall not be of such a nature to affect the integrity or overall visual quality of the Artwork. The Artwork shall be designed to withstand all conditions that could reasonably be expected to occur at the Site.
- G. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of not less than three (3) years after Final Acceptance (as hereinafter defined).
- H. Artist is responsible for acquiring all City, county, state or federal permits or variances necessary for the construction and/or installation of the Artwork.
- I. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"). Artist hereby makes all certifications required by Florida Statute section 287.135.

2.3. City's Right to Review Progress. The City shall have the right to review the progress of the Artwork at all reasonable times.

2.4. Ownership of Documents. Upon completion of the Artwork all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.

ARTICLE 3. COMPENSATION

- 3.1. *Firm Fixed Price.* City shall pay Artist a firm fixed price of one hundred ninety-nine thousand dollars (\$199,000) ("Firm Fixed Price"), which shall constitute full compensation for all services performed (including any approved services provided prior to the Effective Date) and materials furnished by Artist under this Agreement, including Artist's fee.
- 3.2. *Method and Schedule of Payment.* Artist shall invoice the City for the Firm Fixed Price in accordance with the following schedule. Each payment installment represents full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid after receipt of the applicable certifications or documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.
- A. Artist shall invoice the City for Forty-Nine Thousand, Seven Hundred and Fifty dollars (\$49,750) within thirty (30) days after the Effective Date, and the City shall pay such invoice within thirty (30) days after receipt (provided Artist is in compliance with the terms and conditions of this Agreement). This amount is intended to cover completion of the final design.
- B. Artist shall invoice the City for Ninety-Nine Thousand and Five Hundred dollars (\$99,500) of the Firm Fixed Price, and the City shall pay such invoice within thirty (30) days of receipt, provided the Artist is in compliance with the terms and conditions of this Agreement, and has submitted construction drawings that have been approved by the City.
- C. Artist shall invoice the City for the remaining Forty-Nine Thousand, Seven Hundred and Fifty dollars (\$49,750) of the Firm Fixed Price, and the City shall pay such invoice within thirty (30) days of receipt, provided the Artist is in compliance with the terms and conditions of this Agreement, has completed and installed the Artwork, and has presented to or obtained from the City the following:
- i. Photos and documentation of completed fabrication of the Artwork and evidence that all required permits have been obtained;
 - ii. A written bill of sale conveying title of the Artwork to the City;
 - iii. Written instructions for the care, maintenance, preservation and handling of the Artwork pursuant to this Agreement;
 - iv. A sworn statement of no liens, claims or other encumbrances for the Artwork pursuant to this Agreement;
 - v. A written warranty for the Artwork pursuant to this Agreement;

- vi. Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons for the Artwork; and
 - vii. Obtaining Final Acceptance of the Artwork pursuant to this Agreement.
- 3.3. Non-Appropriation. The obligations of the City as to any funding required pursuant to this Agreement shall be 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 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.
- 3.4. Travel and Other Expenses. Travel and other expenses will not be reimbursed except as provided in this Agreement. Artist's sole compensation shall be the Firm Fixed Price as described in this ARTICLE 3.

ARTICLE 4. TIME OF PERFORMANCE

- 4.1. Time of Performance Described. All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin this project immediately on the Effective Date. Artist shall complete and install the Artwork and submit all required documentation to the City no later than December 31, 2023.
- 4.2. Extensions by City. The City may grant Artist a reasonable extension of time in the event there is a delay on the City's part in performing obligations under this Agreement or if conditions beyond Artist's control or acts of God render timely performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes "beyond Artist's control." Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Fixed Firm Price.
- 4.3. Special Extensions. The City's Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.
- 4.4. Failure to Fulfill Obligations. Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.
- 4.5. Presentations of Artwork While in Progress. During the performance of this Agreement, Artist specifically grants to the City the right, at the City's discretion, to make

presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

- 4.6. Acceptance of Artwork upon Completion. Artist shall provide the City with written notice of completion after the Artist completes and installs the Artwork and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City's receipt of Artist's written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications described herein or if Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept the Artwork due to noncompliance with the design plans, drawings or specifications or failure to provide documentation required pursuant to this Agreement ("Noncompliance"), the City shall give Artist written notice of such failure to accept, the reasons therefore and a reasonable opportunity to correct such Noncompliance, provided, however, that in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days from the date the City provides notice of Noncompliance to Artist. For purposes of this Agreement, "Final Acceptance" means that Artist has cured all Noncompliance (if any), and the City has issued written approval of the Artwork and associated documentation.

ARTICLE 5. GENERAL CONDITIONS

- 5.1. Assignment, Transfer or Subcontracting. A material element of this Agreement is the personal skill, judgment and creativity of Volkan Alkanoglu of Volkan Alkanoglu Design LLC. Therefore, Artist shall not assign, transfer or subcontract the creative or artistic portions of the Artwork to another party without the prior written approval of the City, which approval may be withheld in the City's sole and absolute discretion.
- 5.2. Nameplate. Artist may, at Artist's expense, include a permanent and proper nameplate, which shall include the name of the Artwork, the name of Artist, and the date of completion. The content, design and location thereof must be mutually agreed to by Artist and the City. If Artist provides a nameplate or if no nameplate is provided and the City wishes to provide a nameplate, or if the nameplate provided by Artist is replaced, the nameplate should, at a minimum, include the information set forth in this Section 5.2.
- 5.3. Public Records.
- A. Artist 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 Artist's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by applicable Laws from the Effective Date until the City issues its Final Acceptance (“Services Term”) or until earlier termination of this Agreement; and (iv) during the Services Term or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Artist’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 Artist transfers all public records to the City upon expiration of the Services Term or earlier termination of this Agreement, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records after the expiration of the Services Term or earlier termination of this Agreement, Artist shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Artist shall be provided to the City in a format approved by the City.

B. IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ARTIST’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 Artist’s obligations including but not limited to Artist’s obligations to comply with all applicable Laws.

ARTICLE 6. WARRANTIES

- 6.1. *Warranty of Title.* Artist warrants that the Artwork shall be the result of the artistic efforts of Artist and that, unless otherwise stipulated herein, the Artwork shall be unique, an edition of one, and not infringe on any copyright. Artist shall deliver the Artwork free and clear of any liens, claims or other encumbrances of any type arising from the acts of Artist.
- 6.2. *Warranty of Quality.* Artist warrants that the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a period of three (3) years from Final Acceptance at Artist's expense. This warranty of quality shall not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as works of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as works of art hereby voids this warranty of quality.

- 6.3. Warranty Regarding Useful Life. Artist warrants that the Artwork will be designed, fabricated, and installed to have a useful life of at least twenty-five (25) years after Final Acceptance.

ARTICLE 7. TITLE AND COPYRIGHT

- 7.1. Artist Responsibility. Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City's ownership interest in the Artwork and to effectuate any assignment and this Agreement.
- 7.2. Title. Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including but not limited to sale, removal or destruction of the Artwork, subject to the requirements set forth in this Agreement.
- 7.3. Copyright. Except ownership and possession, Artist retains all rights in and to the Artwork, including all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., except as such rights are limited by this Agreement or waived by Volkan Alkanoglu in Exhibit D, which is attached hereto and made a part hereof. In the event Artist records Artist's identity and address with the Copyright Office, Artist shall notify the City of such recordation.
- 7.4. Limitations on Artist Copyright. The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork or grant permission to others to do so except with the written permission of the City.
- 7.5. License to City. Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.
- 7.6. Credit to Artist. The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist. This section 7.6 shall not apply if Volkan Alkanoglu exercises Volkan Alkanoglu's right to prevent the use of Volkan Alkanoglu's name as the author of the Artwork in accordance with applicable Laws or if Artist exercises its right to prevent the use of its name in association with the Artwork in accordance with this Agreement.
- 7.7. Credit to City. Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist's control.

ARTICLE 8. RISK OF LOSS AND INSURANCE

- 8.1. *Damage.* Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to the City issuing its Final Acceptance, the City shall not have any liability or responsibility for replacement or repair of the Artwork.
- 8.2. *Damage to Materials.* If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casualty or occurrence, the City may elect to repair or replace the art materials or immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed to by the negligence of Artist or Artist's employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City's rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials.
- 8.3. *Insurance.* Artist shall arrange for, and/or ensure that Artist and all subcontractors have, or are covered by, public liability and property damage insurance to protect Artist, the Indemnified Parties (as hereinafter defined), and any subcontractor performing work covered by or related to this Agreement, from claims for damage for personal and bodily injury, including accidental death, as well as from claims of property damage, which may arise from operations under this Agreement whether such operations are by Artist and by any subcontractor or anyone directly employed by either of them in the amounts as follows, which shall remain in effect until Final Acceptance by the City:
- A. General Liability Insurance including contractual liability and products and completed operations with coverage limits of at least \$300,000 per occurrence protecting the City against all claims or demands that may arise.
 - B. Automobile Liability Insurance with minimum limits as set forth by Florida Statute.
 - C. Workers' Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of \$100,000 for each accident, \$100,000 for each employee for disease, and \$500,000 total for all disease.
 - D. The Indemnified Parties must be shown as an additional named insured with respect to this coverage.

- E. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Artist.
- F. The insurance policy required above shall be issued by a company authorized to do business in the State of Florida, with the following qualifications as to management and financial strength: the company must be rated not less than "A" as to management, and not less than Class "X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.
- G. Artist shall furnish a certificate of insurance on a standard ACORD form to the City prior to commencement of operations on the Site, which certificate shall clearly indicate that Artist and/or its subcontractors have obtained insurance in the type, amount and classification as required for strict compliance with this article and that no material changes or cancellation of insurance will be effective without thirty (30) days prior written notice to the City, despite changes to or cancellation of insurance.
- H. Compliance with the foregoing requirements shall not relieve Artist of its liability and obligations under this Agreement.

ARTICLE 9. INDEMNIFICATION AND RELEASE

9.1. *Indemnification.*

- A. Artist 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 Artist, its employees, agents, representatives or subcontractors; or
 - (ii) The failure of Artist, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws; or
 - (iii) Any negligent act or omission of Artist, its employees, agents,

representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Artist, 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; or

- (iv) Any reckless or intentional wrongful act or omission of Artist, its employees, agents, representatives, or subcontractors; or
- (v) Infringement or alleged infringement of the Artwork or any materials or parts contained in the Artwork upon any copyright, trademark, patent, or trade secret right of any party; or
- (vi) Artist'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 Section 9.1 are independent of, and will not be limited by, any insurance required to be obtained by Artist pursuant to this Agreement or otherwise obtained by Artist, and shall 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.

9.2. *Notice.* The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. *Release.* Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to, attorneys' fees and costs, on account of injury to the person or property in connection with Artist's performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit "B".

ARTICLE 10. MAINTENANCE, RESTORATION, MODIFICATION, AND REMOVAL

10.1. *Maintenance.* The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions therefore provided pursuant to this Agreement for as long as the Artwork remains at the Site.

- 10.2. Failure to Maintain Artwork. In the event the City fails to maintain the Artwork in good condition, Artist shall have the right to prevent the use of Artist's name as author of the Artwork. In such event, Artist may require, by providing written notice to the City of such requirement, that the City remove any references to Artist on the nameplate accompanying the Artwork (if applicable) unless and until the Artwork is satisfactorily repaired.
- 10.3. Restoration. After Final Acceptance, the City shall have the right to determine when and if repairs and restorations to the Artwork will be made. During Volkan Alkanoglu's lifetime, to the extent practical, the City shall give Artist (i.e., Volkan Alkanoglu Design LLC) notice of any intended repairs or restorations and the opportunity to make or approve all repairs and restorations; provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If, within ninety (90) days, Artist does not respond to the City's reasonable attempts to give Artist the opportunity to make or approve any repair or restoration, or if Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant (as determined by the City) repairs or restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restoration, upon Artist's fee for such services. If no agreement is reached as to Artist's fee for such repairs or restoration, then the City may make repairs, restoration or other arrangements the City deems appropriate for the Artwork.
- 10.4. Alteration of the Artwork. Except to the extent the City may alter the Site or remove, relocate, maintain, restore, sell, donate, dispose of, destroy, or store the Artwork pursuant to this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent the City deems it is practical to obtain such approval.
- 10.5. Alteration of the Site. To the extent the City deems practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork consistent with the provisions of this Agreement.
- 10.6. Removal of Artwork. The City has the right to remove the Artwork from the Site for any reason in the City's sole and absolute discretion, subject to the requirements of this Agreement. If the City removes the Artwork, the City may then, in the City's discretion, subject to the requirements of this Agreement, place the Artwork on other property of the City that the City deems suitable, store the Artwork in its entirety in a safe location, place the Artwork on non-City owned property that the City deems suitable, or dispose of, destroy, sell or donate the Artwork.
- A. Relocation or Storage. To the extent practical, during Volkan Alkanoglu's lifetime, the City shall notify Artist (i.e., Volkan Alkanoglu Design LLC) if the City elects

to remove and relocate or store the Artwork, and shall give Artist the opportunity to remove the Artwork at Artist's expense, or to personally supervise the removal of the Artwork to the location chosen by the City. In the event that Artist fails, within ninety (90) days of receipt of such notice, to participate in the planning or execution of the removal of the Artwork, the City shall have the right to proceed with the removal and relocation or storage of the Artwork without any input or participation by Artist. Artist expressly acknowledges and understands that removal and subsequent relocation or storage of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, and Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may result from the Artwork's removal and relocation or storage.

- B. Disposition, Destruction, Sale, or Donation. To the extent practical, during Volkan Alkanoglu's lifetime, the City shall give Artist (i.e., Volkan Alkanoglu Design LLC) reasonable notice and opportunity (not to exceed ninety (90) days) to have the Artwork returned to the Artist at Artist's expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may occur as a result of such disposition, destruction, sale, or donation of the Artwork.

ARTICLE 11. DEFAULT AND TERMINATION

- 11.1. *Default Defined.* Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.
- 11.2. *Termination for default.* In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated. In addition to the termination provisions set forth in this Section 11.2, the City may terminate this Agreement as provided in Florida Statute sections 287.135 and 448.095.

- 11.3. Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

ARTICLE 12. NOTICE TO PARTIES

- 12.1. Notice of Documents. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be 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:

TO CITY:
City of St. Petersburg
Attention: Gary Jones
P.O. Box 2842
St. Petersburg, FL 33731

TO ARTIST:
Volkan Alkanoglu | DESIGN LLC
1378 NW 18th Avenue, Unit 530
Portland, Oregon 97209
Attn: Volkan Alkanoglu

- 12.2. Change of address. Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.
- 12.3. Failure to Notify City of Change of Address. If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

ARTICLE 13. MISCELLANEOUS

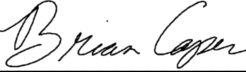
- 13.1. Entirety of Agreement. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.
- 13.2. Surviving Covenants. The covenants and obligations set forth in this Agreement shall survive the delivery and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.
- 13.3. Severability. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

- 13.4. Captions. Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.
- 13.5. Waiver. No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver nor shall it constitute a waiver of any other provision or breach. Further, the failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.
- 13.6. Law and Forum. This Agreement shall be construed under the laws of the State of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division.
- 13.7. Construction. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.
- 13.8. No Third Party Beneficiaries. Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 13.9. Incorporation by Reference. Composite Exhibit C, the Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.
- 13.10. Further Assurances. The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.
- 13.11. Exhibits. Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have executed these presents for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA


By: 
Print: Brian Caper
Title: Economic & Workforce Development Director
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

(SEAL)

City Clerk

VOLKAN ALKANOGLU DESIGN LLC:

Sign: 
Print: Volkan Alkanoglu
Address: 1378 NW 18th Ave #530,
Portland, OR 97209

APPROVED AS TO FORM AND CONTENT:

City Attorney (designee)
00657485

ATTACHMENTS:

Exhibit A – Site, Final Design and Description of Artwork

Exhibit B - Release of any person working on the Site or the Artwork

Composite Exhibit C - Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation and Copyright Agreement and Assignment

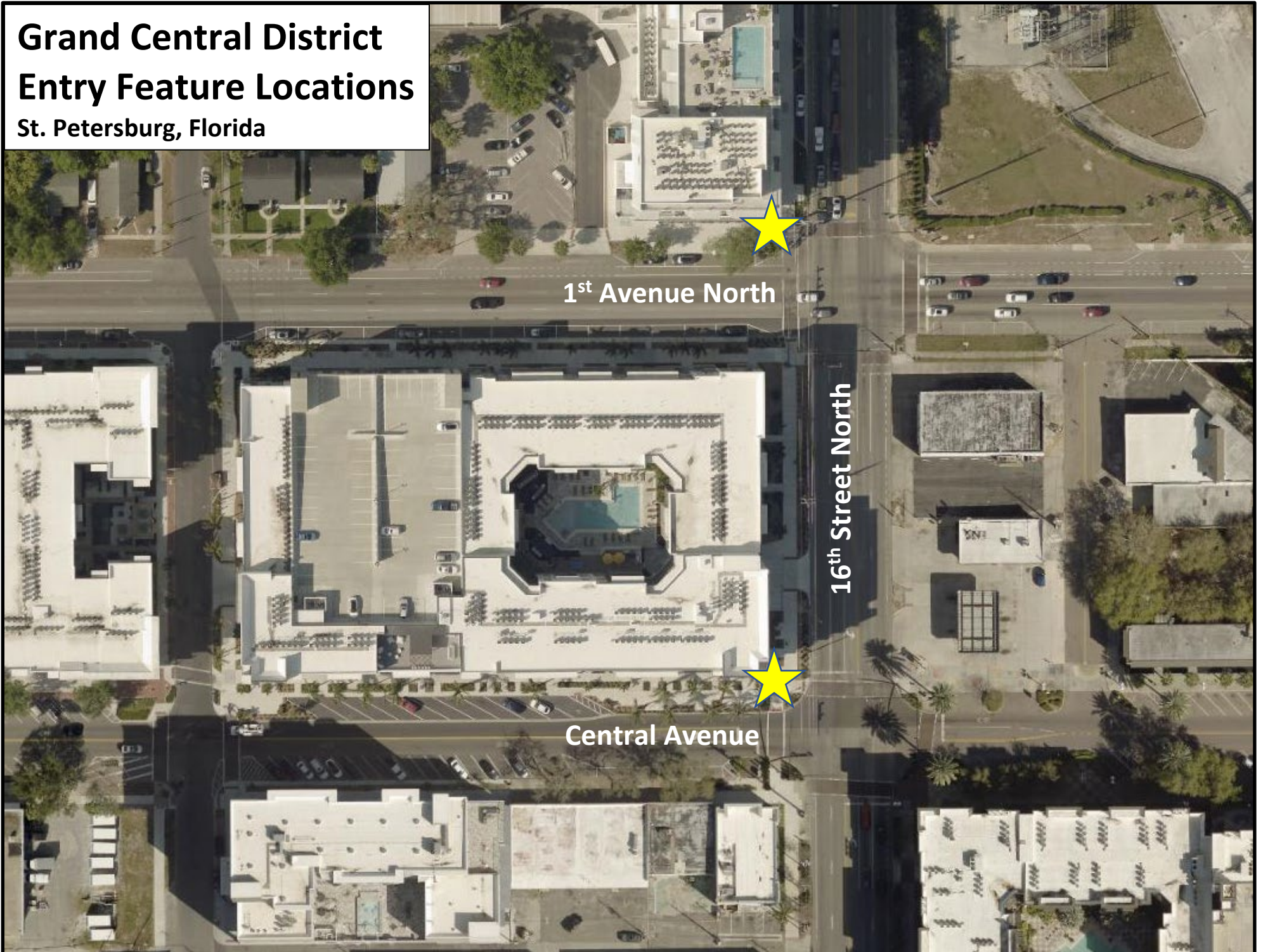
Exhibit D – Release and Waiver of Rights under 17 U.S.C. § 106A

Exhibit A
Site, Final Design and Description of Artwork

Exhibit A

Grand Central District Entry Feature Locations

St. Petersburg, Florida



1st Avenue North

16th Street North

Central Avenue

*ARTWORKS: Rise & Grace

We are very interested in place making and propose two art pieces which create a gateway entrance to the Grand Central District with its dynamic form and vivid color play. The artwork is formed by two vertical structures which represent the diverse and vital community of Grand Central. Furthermore, we wanted to create a bold, colorful and iconic signifier which stands out and catches the attention of the public while attracting and welcoming visitors and the local community.

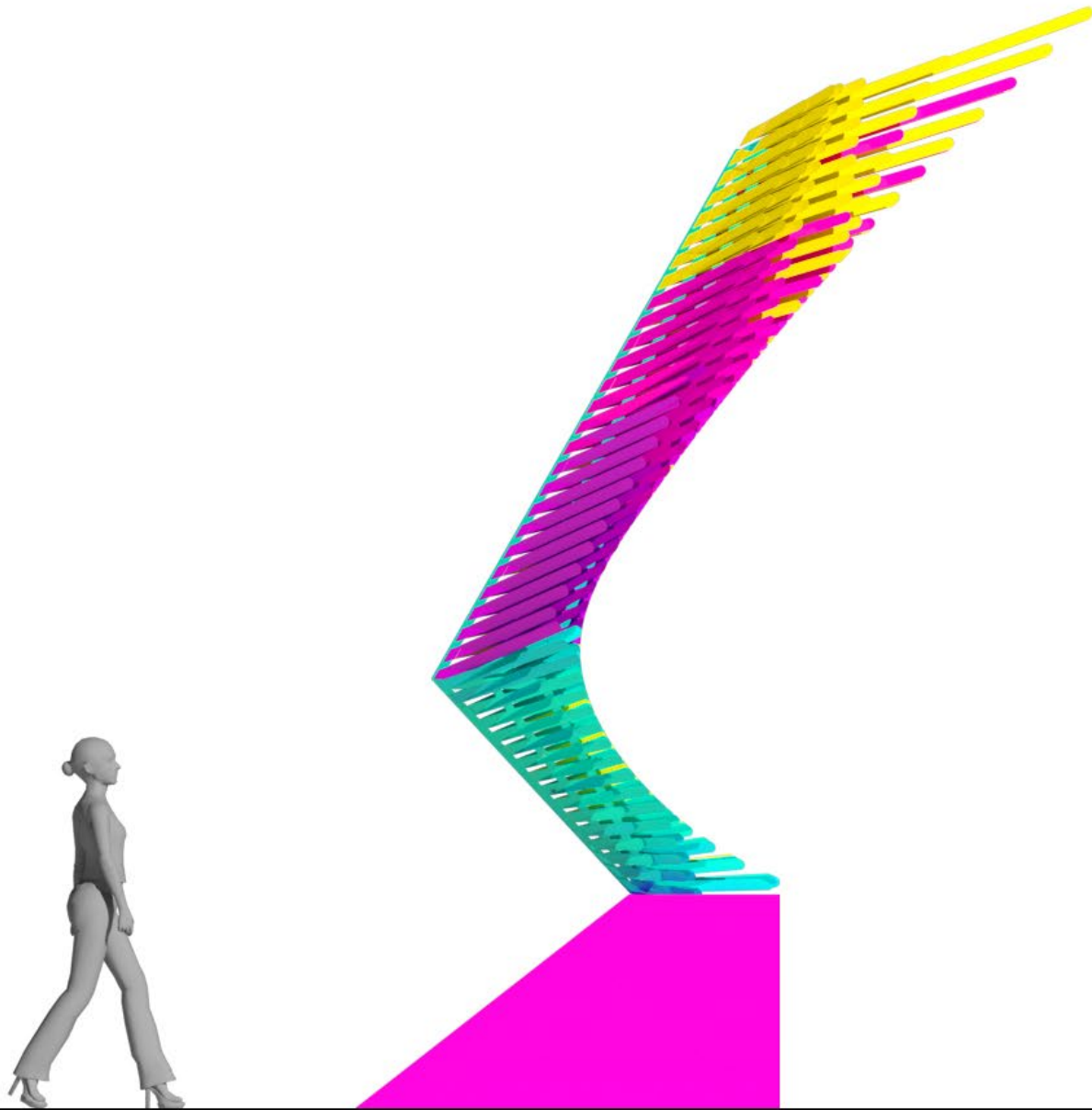
The art pieces feature painted concrete foundations and hosts the Grand Central sign while the vertical structure is populated with hundreds of custom aluminum branches extruding away from the center and creating an overall uplifting dynamic form. We want these gateway pieces to appear in motion, full of energy and alive. It is this idea of, rise, grace and continuous development which we want to represent with this artwork.

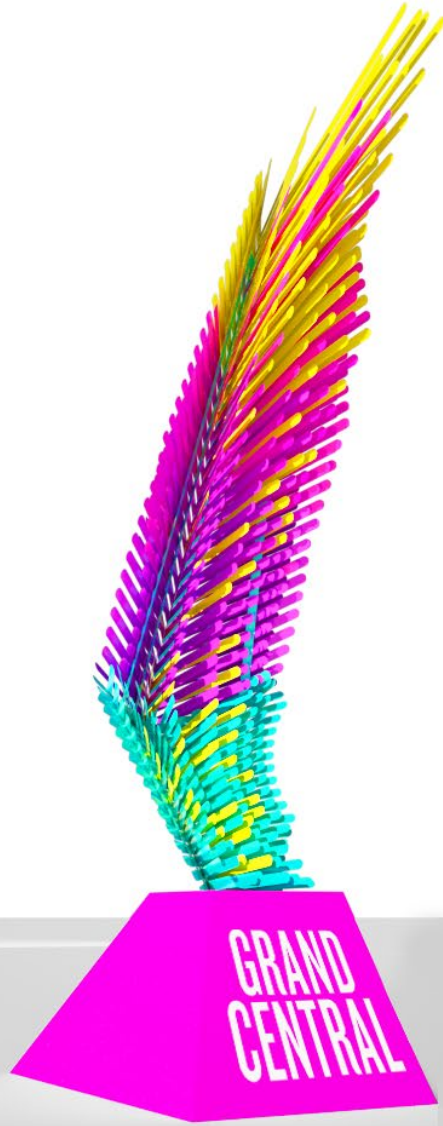
Material: Painted Aluminum, Concrete Base

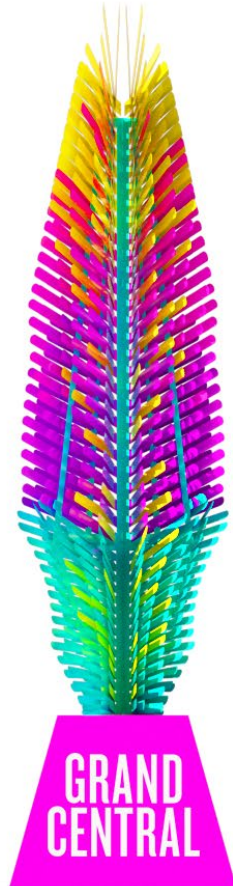
Dimensions: Rise is approximately 15 feet tall, and Grace is 23 feet tall

*CENTRAL AVENUE / RISE









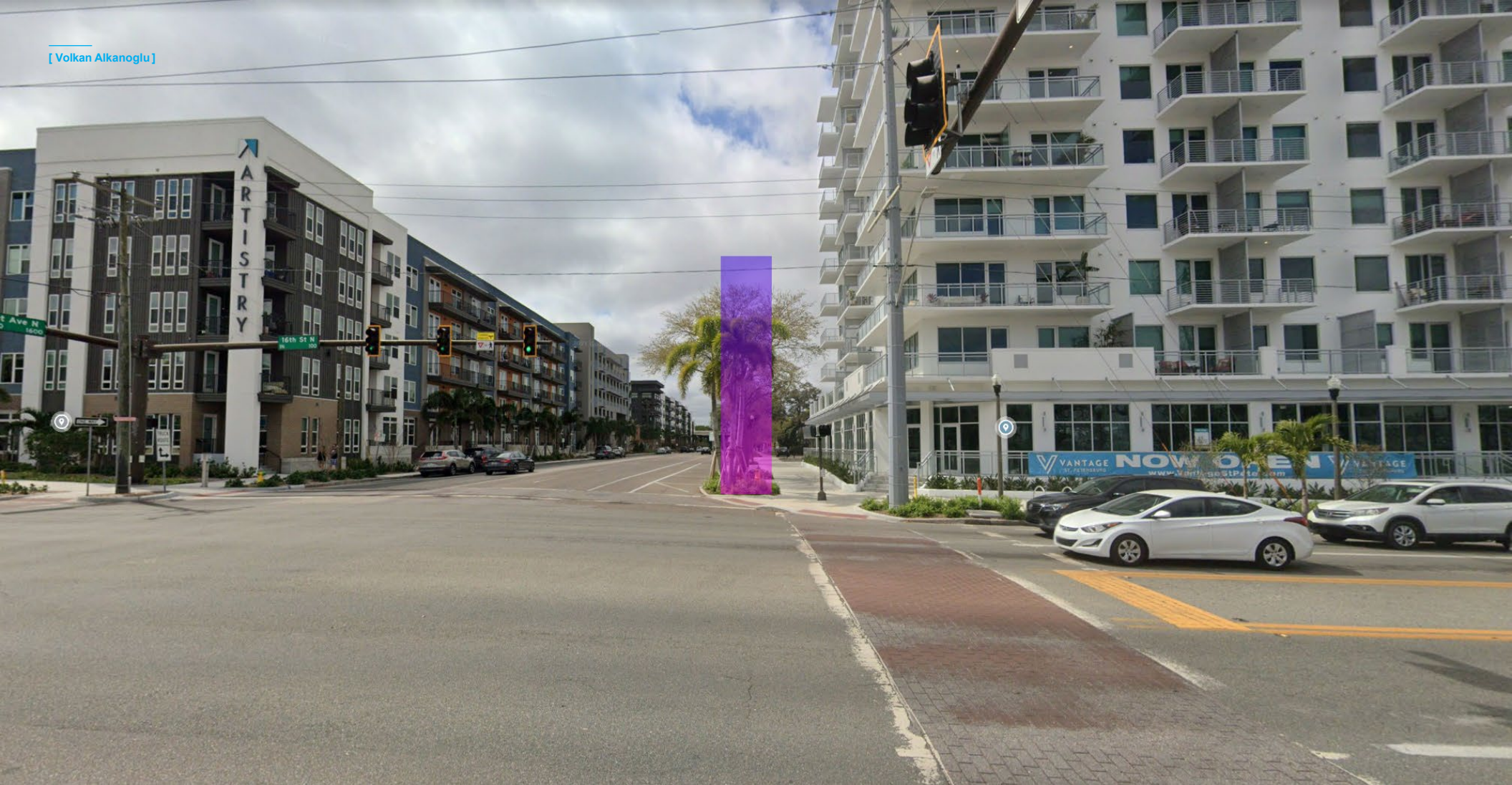
15 Feet

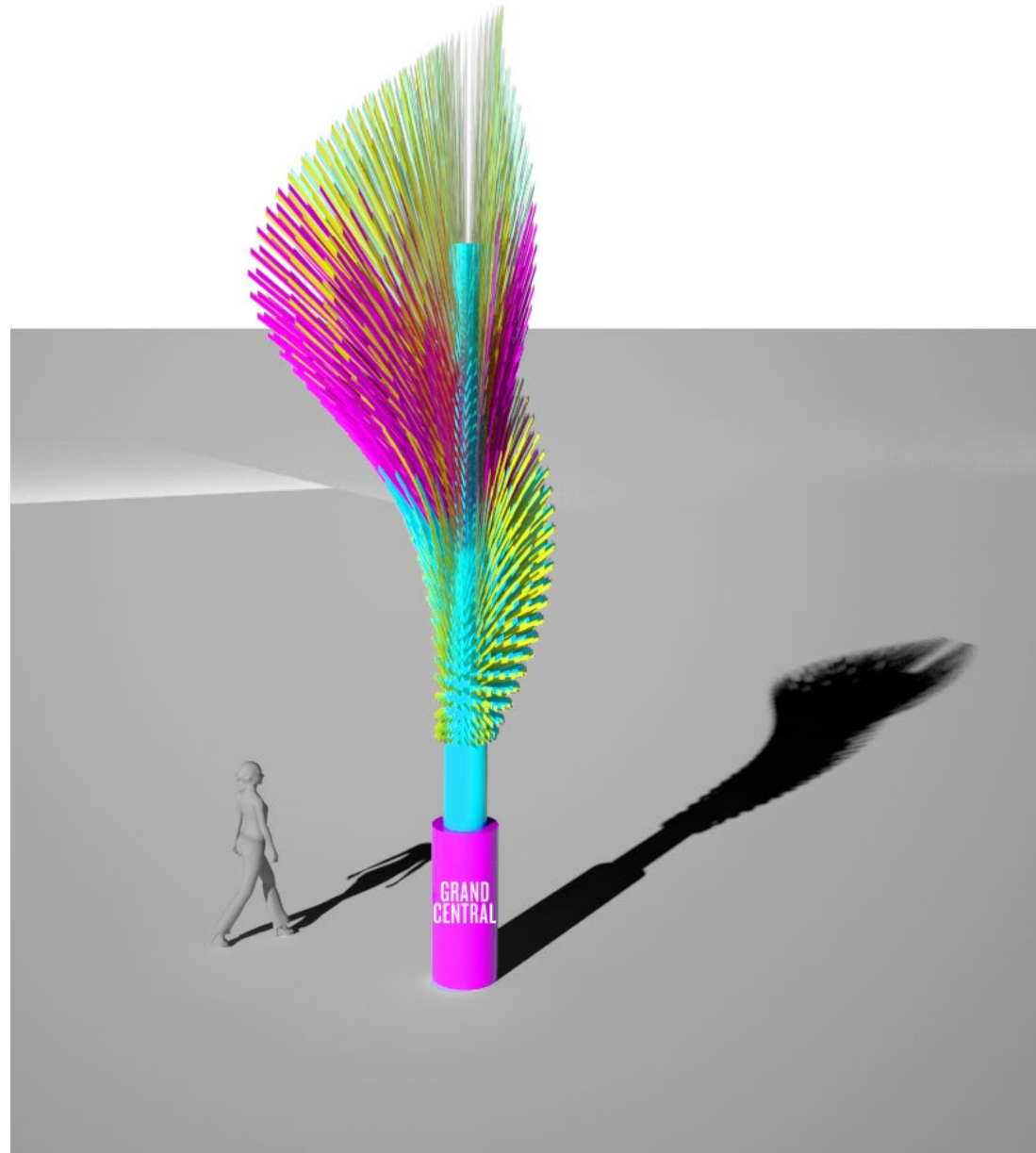


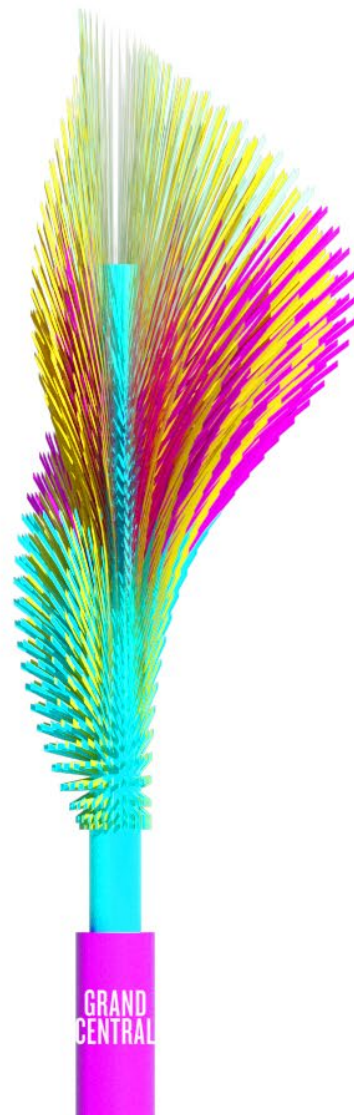
0 Feet

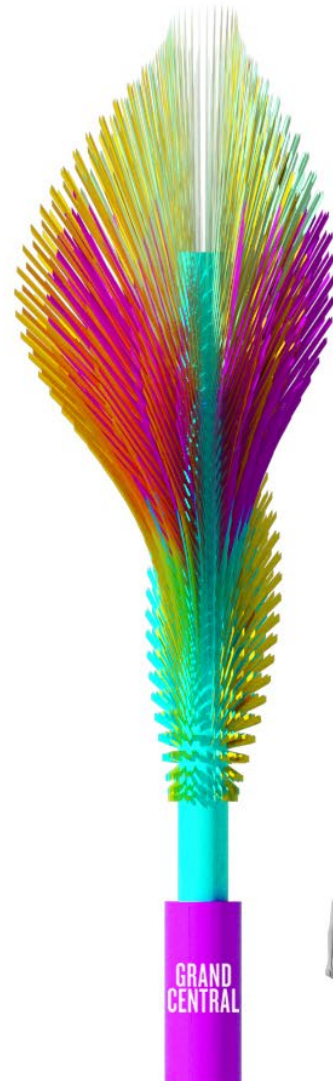


***1ST AVENUE / GRACE**









23 Feet

0 Feet





Exhibit B
Release and Hold Harmless Agreement

THIS RELEASE and HOLD HARMLESS AGREEMENT ("Agreement") is made this ____ day _____, 202_, by _____, its heirs, successors and assigns (collectively "Worker") for the benefit of the City of St. Petersburg, Florida ("City").

WHEREAS, at the request of Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company ("Artist"), the City has agreed to purchase the works of art (herein "Artwork") and Worker has agreed with Artist to help implement the Artwork by providing labor or other services.

WHEREAS, pursuant to the artist agreement between the Artist and the City dated _____, 202_ ("Artist Agreement"), Worker must execute this Agreement in favor of the City prior to working on the Artwork or Site (as defined in the Artist Agreement) in order to protect the Releasees (as defined herein) from certain liabilities.

NOW, THEREFORE, in order to induce the City to fund the Artwork and allow Worker to work for Artist on the Artwork or Site and as consideration therefore, the Worker agrees as follows:

1. Worker hereby releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the City of St. Petersburg, its City Council, its employees, servants, representatives, officers, agents, successors, assigns and volunteers (hereinafter referred to as "Releasees"), from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to attorney's fees and costs, on account of injury to the person or property or resulting in death of the undersigned, whether arising out of or caused by the negligence of any or all of the Releasees, or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, City property, the Site or any thoroughfare while the undersigned is participating in any phase of the Artwork.
2. Worker agrees to indemnify and hold and save the Releasees harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of or in connection with the implementation of the Artwork or occasioned by an act or omission, neglect, or wrongdoing of the Worker.
3. Worker will, at Worker's own cost and expense, defend and protect the Releasees against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the implementation of the Artwork.
4. The undersigned expressly agrees personally that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

WORKER

Sign: _____

Print: _____

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, who is personally known to me or who has produced _____ as identification, and who did take an oath.

NOTARY PUBLIC

Sign _____

Print _____

My Commission No.:

COMPOSITE EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company, for and in consideration of the sum of one hundred ninety-nine thousand dollars (\$199,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the works of art consisting of painted aluminum and concrete installed at the northwest corner of Central Avenue and 16th Street North, and the northwest corner of 1st Avenue North and 16th Street North, in St. Petersburg, Florida.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Volkan Alkanoglu of Volkan Alkanoglu Design LLC, has hereunto set his/her hand and seal this ____ day of _____, 202_.

Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

WARRANTY

Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company (“Artist”), hereby warrants the works of art consisting of painted aluminum and concrete, installed at the northwest corner of Central Avenue and 16th, and the northwest corner of 1st Avenue North and 16th Street North in St. Petersburg, Florida, to be free from defects in materials or workmanship for twenty-five (25) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist’s own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such works of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Volkan Alkanoglu of Volkan Alkanoglu Design LLC has hereunto set his/her hand and seal this ____ day of _____, 202_.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

CONTRACTOR'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PINELLAS)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Volkan Alkanoglu, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of _____, 202_, between Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company, and the City of St. Petersburg, Florida, that I installed and completed the works of art consisting of painted aluminum and concrete installed at the northwest corner of Central Avenue and 16th Street North, and the northwest corner of 1st Avenue North and 16th Street North in St. Petersburg, Florida, for a total price of one hundred ninety-nine thousand dollars (\$199,000) to be paid to Volkan Alkanoglu Design LLC and that said installation is now completed and finished.

That Volkan Alkanoglu Design LLC has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of one hundred ninety-nine thousand dollars (\$199,000) to Volkan Alkanoglu Design LLC in full satisfaction and discharge of said agreement.

Sign: _____
Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

AFFIDAVIT OF NO LIENS

STATE OF _____)
COUNTY OF _____)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being first duly sworn by me on oath deposes and says:

1. _____ is the owner of works of art consisting of painted aluminum and concrete installed at the northwest corner of Central Avenue and 16th Street North, and on the northwest corner of 1st Avenue North and 16th Street North in St. Petersburg, Florida.
2. There are no liens, claims or other encumbrances on the works of art, and Volkan Alkanoglu Design LLC is the sole owner and creator of said works of art.
3. Volkan Alkanoglu Design LLC has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the works of art.
4. I am making this Affidavit upon consideration of the payment of one hundred ninety-nine thousand dollars (\$199,000).

Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

APPROVAL AND ACCEPTANCE OF ARTWORK
“RISE” and “GRACE”

Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company ("Artist") has completed the works of art consisting of painted aluminum and concrete (“Artwork”) installed at the northwest corner of Central Avenue and 16th Street North, and the northwest corner of 1st Avenue North and 16th Street North in St. Petersburg, Florida, in a manner that meets all the requirements of the Artist Agreement dated _____, 202_, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE: _____

CITY OF ST. PETERSBURG, FLORIDA

BY: _____

Print: _____

Address: P. O. Box 2842
St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION
AND INSTALLATION
“RISE and GRACE”

Artist: Volkan Alkanoglu Design LLC
Artwork: “RISE” and “GRACE”
Location: Northwest corner of Central Avenue and 16th Street North, and the northwest corner of 1st Avenue North and 16th Street North in St. Petersburg, Florida

The above-named artwork is installed and 100% completed as required by the Artist Agreement entered into on _____, 202_, by and between Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company, and the City of St. Petersburg, Florida.

Date: _____

COPYRIGHT AGREEMENT AND ASSIGNMENT

Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company, for and in consideration of the purchase by the City of St. Petersburg of the works of art consisting of painted aluminum and concrete, installed at the northwest corner of 1st Ave. N. and 16th, and the northwest corner of Central Ave. and 16th Street in St. Petersburg, Florida (which works of art (“Artwork”) are owned by Volkan Alkanoglu Design LLC), hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Volkan Alkanoglu Design LLC further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Volkan Alkanoglu Design LLC holds to the City of St. Petersburg, Florida.

Volkan Alkanoglu Design LLC further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

Exhibit D
Release and Waiver of Rights under 17 U.S.C. § 106A

In consideration of payment received by Volkan Alkanoglu Design LLC, a Georgia Limited Liability Company (“Artist”) from the City of St. Petersburg, Florida (“City”) for Artist to design, fabricate, and install works of art (“Artwork”) to be installed at the northwest corner of Central Avenue North and 16th Street North, and the northwest corner of 1st Avenue North and 16th Street North in St. Petersburg Florida, pursuant to the agreement between the City and Artist dated the ____ day of _____, 202__ (“Agreement”), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Volkan Alkanoglu, hereby waive, disclaim and terminate my rights to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork if it is of a recognized stature as provided under 17 U.S.C. § 106A (Visual Artist Rights Act of 1990), in the following circumstances:

- The distortion, damage, destruction, or mutilation results, in whole or in part, from the acts of a party other than the City or the City’s officers, employees, agents, elected or appointed officials acting in their official capacity; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s failure to repair, or restore the Artwork, regardless of the cause necessitating such repair or restoration; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s attempts to repair or restore of the Artwork, provided that the City first gave Artist a reasonable opportunity to perform the repairs or restoration in accordance with Section 10.3 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s alteration of the installation site, provided the City complies with the requirements set forth in Section 10.5 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s temporary or permanent removal of the Artwork from the installation site and/or subsequent relocation, storage, disposition, destruction, sale, or donation of the Artwork, provided that the City complied with the requirements set forth in Section 10.6 of the Agreement; or
- The distortion, damage, destruction, or mutilation otherwise occurs in accordance with the process set forth in Section 10.6 of the Agreement.

This waiver applies to the use of the Artwork to enhance the site at which it is installed or to enhance any other site chosen by the City in the event the City relocates the Artwork to another site.

I am retaining my rights to disclaim authorship of the Artwork as granted by 17 U.S.C. § 106A(a)(1)-(2); provided, however, that I agree if I exercise such rights to disclaim authorship, I thereby waive all other rights to the Artwork set forth in 17 U.S.C. § 106A, including all rights to prevent its distortion, damage, destruction, or mutilation, however caused.

I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.

I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this ____ day of _____, 202_.

BY:

Sign: _____ Telephone: _____

Volkan Alkanoglu

Address: _____

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-03-HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) project management and coordination, (ii) a review of the existing 10-year Capital Improvement Program, (iii) documentation that identifies potential funding sources, (iv) a presentation of findings, and (v) meetings with funding agencies related to the Alternative Financing Strategy Program within the Water Resources Utility Capital Improvement Program in an amount not to exceed \$115,561.84; and providing an effective date.
Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 2, 2023

TO: The Honorable Brandi Gabbard, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-03-HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) project management and coordination, (ii) a review of the existing 10-year Capital Improvement Program, (iii) documentation that identifies potential funding sources, (iv) a presentation of findings, and (v) meetings with funding agencies related to the Alternative Financing Strategy Program within the Water Resources Utility Capital Improvement Program in an amount not to exceed \$115,561.84; and providing an effective date.

EXPLANATION: The City of St. Petersburg maintains a robust Water Resources Capital Improvement Program (“CIP”) that supports the ongoing funding requirements necessary for water, wastewater, and reclaimed water systems capital infrastructure. St. Pete’s Water Plan has identified approximately \$554 million in required capital improvement projects that are currently forecasted in the next ten years. Historically, the CIP has been funded through customer rates, fees, and charges, as well as City financial bond borrowing programs. With increased inflationary rates on the financial market, increased announcements for upcoming federal and state grant and loan applications, and in a continuous effort to assist in community affordability for the Utility Rates Program, the City will be reviewing alternative financing opportunities through a strategic Financing Program. Due to the technical complexity of projects within the CIP, the City is requesting support from an A/E to assist in reviewing, assessing, and developing recommendations for this program.

The strategy for development of the Financing Program will include collaboration with City staff, to perform a technical review of all projects within the 10-year CIP and gain an in-depth understanding of scope, purpose, need, schedule, and potential phasing. The A/E will also identify potential economic benefits, populations served, and opportunities for project bundling/partnerships. A Project Alignment Methodology will be completed to inform identified matches of project, or program, needs to potential funding sources with either having no/low, mid, or high potential for funding as well as other considerations such as matching funds, federal requirements, level of effort to prepare applications, and project schedules.

For high- potential projects A/E will apply a screening process to estimate how a project will score using criteria for projects (e.g., project readiness, economic vitality, innovative technologies, leveraging federal funds, resiliency, support/ partnerships), depending on the grant or loan program. This proactive assessment will include overall project importance to the City, alignment with program objectives, and other considerations. In addition, the A/E will summarize additional research, analysis and/or project development activities recommended to support future competitive applications for each recommended project. General timelines and criteria for each program will be provided based on information provided by agencies and/or the most recent funding notices.

Upon review and discussion of recommendations with City staff, if there are any opportunities that are under final consideration, the A/E will provide a review and analysis of future regulatory requirements that would be placed upon the City if awarded. This will include an overall summary of reporting requirements, anticipated staff labor, and time commitment for reporting purposes. If the proposed Financing Strategy identifies a federal or state revolving fund, the A/E may be asked to work with the City Financial Advising Firm to review interest rates and cost benefit analysis.

On August 5, 2021, the City of St. Petersburg, Florida and HDR Engineering, Inc. entered into an

architect/engineering agreement for A/E to provide miscellaneous professional services for Potable Water, Wastewater & Reclaimed Water projects.

Task Order No. 21-03-HDR/W(S) includes funding for services related to the Financing Program of the CIP will be paid out of the Water Resources Operating Fund (4001) in an amount not to exceed \$115,561.84. The Task Order includes a \$20,000.00 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-03-HDR/W(S) includes the following phases and associated not to exceed costs respectively:

	Approved
Project Management and Coordination	\$ 13,896.24
Review Existing 10-Year CIP	\$ 16,912.15
Identify Potential Funding Sources	\$ 47,129.05
Presentation of Findings	\$ 8,316.16
Meetings with Funding Agencies	\$ 9,308.24
Allowance	\$ 20,000.00
Total	\$115,561.84

RECOMMENDATION: Administration recommends a resolution authorizing the Mayor or his designee to execute Task Order No. 21-03-HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) project management and coordination, (ii) a review of the existing 10-year Capital Improvement Program, (iii) documentation that identifies potential funding sources, (iv) a presentation of findings, and (v) meetings with funding agencies related to the Alternative Financing Strategy Program within the Water Resources Utility Capital Improvement Program in an amount not to exceed \$115,561.84; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds for the Water Resources Alternative Financing Strategy Program will be paid out of the Water Resources Operating Fund (4001) Water Resources Department, Water Resources Administration Division (420.2045) in an amount not to exceed \$115,561.84.

ATTACHMENTS: Resolution
Task Order No. 21-03-HDR/W(S)

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-03-HDR/W(S) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED AUGUST 5, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HDR ENGINEERING, INC. (“A/E”) FOR A/E TO PROVIDE (i) PROJECT MANAGEMENT AND COORDINATION, (ii) A REVIEW OF THE EXISTING 10-YEAR CAPITAL IMPROVEMENT PROGRAM, (iii) DOCUMENTATION THAT IDENTIFIES POTENTIAL FUNDING SOURCES, (iv) A PRESENTATION OF FINDINGS, AND (v) MEETINGS WITH FUNDING AGENCIES RELATED TO THE ALTERNATIVE FINANCING STRATEGY PROGRAM WITHIN THE WATER RESOURCES UTILITY CAPITAL IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$115,561.84; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) executed an architect/engineering agreement on August 5, 2021 for A/E to provide professional planning and study activities on a continuing basis related to miscellaneous Potable Water, Wastewater & Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No. 21-03-HDR/W(S) for A/E to provide (i) project management and coordination, (ii) a review of the existing 10-year capital improvement program, (iii) documentation that identifies potential funding sources, (iv) a presentation of findings, and (v) meetings with funding agencies related to the Alternative Financing Strategy Program within the Water Resources Utility Capital Improvement Program in an amount not to exceed \$115,561.84, which amount includes a \$20,000 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. 21-03-HDR/W(S) to the Architect/Engineering Agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) project management and coordination, (ii) a review of the existing 10-year capital improvement program, (iii) documentation that identifies potential funding sources, (iv) a presentation of findings, and (v) meetings with funding agencies related to the Alternative Financing Strategy Program within the Water Resources Utility Capital Improvement Program in an amount not to exceed \$115,561.84.

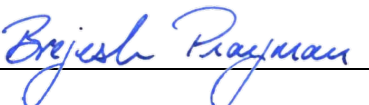
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00660354

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: February 2, 2023

TO: The Honorable Brandi Gabbard, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: HDR Engineering, Inc.
Task Order No. 21-03-HDR/W(S) in the amount of \$115,561.84

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 technical review and analysis of capital improvement projects within the Water Resources Capital Improvement Program (CIP). Technical review will align with existing and upcoming alternative funding opportunities to includes grants and state/federal loan programs.

HDR is skilled in alternative strategic financing analysis, and also has experience in a few of the large CIP Projects for the Water Resources Department. This will allow for cross effectiveness of the teams in understanding the needs and complexity of the WR CIP Program, and provide a easier review of connection between projects and funding opportunity requirements.

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

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
HDR Engineering, Inc.
Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects
A/E Agreement Effective - August 5, 2021
A/E Agreement Expiration - August 30, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	22056-111	Lead and Copper Rule Revision Compliance	01/26/22	366,323.13
02	N/A	Alternative Financial Strategy Tech Support	08/11/22	19,827.94
03	N/A	WR Alternative Funding Strategy Assistance	Pending	
			Total:	386,151.07

TASK ORDER NO. 21-03-HDR/W(S)
WATER RESOURCES ALTERNATIVE FUNDING STRATEGY ASSISTANCE
MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER, AND
RECLAIMED WATER PROJECTS

This Task Order No. 21-03-HDR/W(S) is made and entered into this _____ day of _____, 2023, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS dated August 5, 2021 (“Agreement”) between HDR Engineering, Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City is seeking assistance with identifying alternative financing strategies to support future funding of the Water Resources Utility Capital Improvement Program (CIP) and reviewing opportunities to apply for grants, loans, and other funding sources (“Financing Program”). Strategies may include adjustments in CIP project timing or CIP project consolidation to better align with conditions of potential funding opportunities that are identified. Support for developing grant applications may be included as part of an Amendment to this Task Order.

II. SCOPE OF SERVICES

Task 1 - Project Management and Coordination

This task includes general functions required to maintain the project schedule, budget, and quality control. A/E shall prepare and submit monthly status reports with invoices. A/E will participate in monthly status meetings with the City project manager (City PM) through the anticipated schedule for the project; these meetings will be hybrid with options for both in-person and virtual attendance. A/E will prepare agendas and meeting notes for each meeting for submittal to the City PM.

Deliverables

- Meeting notes from monthly status meeting
- Monthly invoice and progress report

Task 2 – Review Existing 10-year CIP, Current Funding, and Utility Rates

A/E will review the City’s 10-year CIP current project funding sources, and historic and program planned utility rates provided by the City. Up to three A/E staff will meet with the City to understand each CIP project scope, purpose, need, schedule, and potential phasing. A/E will identify potential economic benefits, populations served, and

opportunities for project bundling/partnerships. A/E will establish a MS Teams file-sharing tool for file collaboration between the A/E and the City.

Deliverables

- An annotated index of City projects with relevant information identified above and lists of potential synergies between projects.

Task 3 - Identify Potential Funding Sources

A/E will identify potential funding sources for each CIP project. Funding programs to be evaluated will include those recently authorized under the Bipartisan Infrastructure Law, as well as other long-standing state and federal programs. There are many federal programs, as such, the funding program list and review will not be exhaustive but focus on up to three programs that are typically available and align with the size and type of Water Resources projects.

Task 3.1 - Review of Significant Water Infrastructure Funding Programs

A/E will develop a memorandum summarizing major funding programs including agency information, program priorities, typical funding levels, submittal timeframes, and requirements (e.g., Build America, Buy America Act).

Task 3.2 - Develop Project Alignment Methodology

A/E will develop a memorandum summarizing a methodology for aligning CIP projects with, and competitiveness for, funding. The Project Alignment Methodology will inform the assessment of projects or project types for funding opportunities to identify best matches of project needs to potential funding sources. A/E will provide considerations for a designator for all Water Resources CIP projects (specifically or as a group) as eligible for a program (or programs) and either having no/low, mid, or high potential for funding as well as other considerations such as matching funds, federal requirements, level of effort to prepare applications, and project schedules.

Task 3.3 - Aligning Projects

Based on the Project Alignment Methodology, A/E will provide a matrix of Water Resources CIP projects or project groups with potential sources of funding. A/E will provide commentary on additional information related to projects that could impact the potential for funding, such as project timing or conditions of proposed funding to be met.

Task 3.4 - Screening and Prioritization

A/E will assess City projects to identify and prioritize opportunities for federal discretionary grant and loan applications to programs recently authorized (and re-authorized) under the Bipartisan Infrastructure Law, and other applicable funding opportunities, applying the methodology developed in Subtask 3.1 through 3.3.

For high-potential projects A/E will apply a screening process to estimate how a project will score using criteria for projects (e.g., project readiness, economic vitality, innovative technologies, leveraging federal funds, resiliency, support/partnerships), depending on the

grant or loan program. This proactive assessment will include overall project importance to the City, political support, alignment with program objectives, and other considerations. Prior to task completion, A/E will track and alert the City to opening financing opportunities that may apply to City projects. For financing programs that require a benefit-cost analysis, A/E will relatively rank the scoring potential based on costs provided by the City in the CIP against anticipated benefits. No formal benefit-cost analysis (BCAs) or opinion of probable construction costs will be completed by A/E.

For each grant and loan program, A/E will provide a list of projects anticipated to be competitive for funding, and the reason why each project would be competitive. A/E will summarize additional research, analysis and/or project development activities recommended to support a future competitive application for each recommended project. General timelines and criteria for each program will be provided based on information provided by agencies and/or the most recent funding notices.

The findings of this subtask will be detailed in a spreadsheet and documented in a written memorandum summarizing high-level findings. This deliverable will include recommendations on methods and information needed to track and screen future projects, informed by the data required to prepare this analysis and approaches to collecting information to support future project screening cycles.

Upon review and discussion of recommendations with City staff, if there are any opportunities that are under final consideration, the A/E will provide a review and analysis of future regulatory requirements that would be placed upon the City if awarded. This will include an overall summary of reporting requirements, anticipated staff labor, and time commitment for reporting purposes. In addition, if the proposed financing strategy identifies a federal or state revolving fund, the A/E may be asked to work with the City Financial Advising Firm to review interest rates and cost benefit analysis.

Deliverables

- Spreadsheet list of high potential projects for each financing program and rationale, eligibility criteria, application due dates, estimated award dates, and funding categories
- Generalized recommended revisions to low and medium potential projects, if any, that would make them more competitive
- Memorandum summarizing findings, highest priority projects and recommendations on methods and information needed to track and screen future projects
- Interactive dashboard capturing each project's approximate location, impact area, and relevant information from the deliverables above

Task 4 - Presentation of Findings

Conduct a formal presentation to Department leadership to discuss the results of the screening process to assess which grants to pursue and suggestions for infrastructure funding packages.

Deliverables

- In-person or virtual presentation for City staff with recommendations for next steps in funding strategies and grant pursuits.

Task 5 - Meeting with Funding Agencies

Based on the alignment of projects to funding programs, there may be opportunities to better understand funding opportunities. This task includes meeting with funding agencies to better understand recent program changes or future changes that may enhance funding opportunities. Included in this task is the preparations of comments to funding agencies during public review / comment processes.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.

	<u>Completion Date</u>
Task 1 – Project Management and Coordination	On-going through duration
Task 2 – Review Existing 10-year CIP	30 days from NTP
Task 3 – Identify Potential Funding Sources	90 days from NTP
Task 4 – Presentation of Findings	TBD
Task 5 – Meetings with Funding Agencies	TBD

IV. A/E'S RESPONSIBILITIES

A/E will provide staff with experience in state and federal grant and loan applications to support the City.

A/E has no control over determination of successful financing applications.

V. CITY'S RESPONSIBILITIES

City will provide A/E with past grant and loan applications for projects currently seeking funding, as well as additional details if requested.

The City PM will be able to coordinate calls and meetings with City staff.

VI. DELIVERABLES

As noted in the corresponding task subsections.

VII. A/E'S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E the not-to-exceed amount of \$95,562.

This Task Order establishes an allowance in the amount of \$20,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is \$115,562, per Appendix A.

VIII. PROJECT TEAM

HDR's key team members include the following:

- Project Manager – Katie Duty
- Deputy Project Manager – Carlee Chaffin
- Senior Grant A/E – Marc Gambrell
- Grant Advisor – Kim Colson

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: _____
Chandrasaha 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)

(HDR Engineering, Inc.)

By: Melanie E. Fowler
(Authorized Signatory)

Melanie E. Fowler, Vice President
(Printed Name and Title)

Date: January 19, 2023

WITNESSES:

By: Michelle J Pardo
(Signature)

Michelle J Pardo
(Printed Name)

By: Victor Condezo
(Signature)

VICTOR CONDEZO
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Water Resources Alternative Funding Strategy Assistance

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Engineer V/ Scientist V	Engineer IV/ Scientist IV	Engineer III/ Scientist III	Engineer I/ Scientist I	Admin Assist.	Account.	Total Hours	Labor Cost		
Project Role		QC	Grant Advisor	PM/Engineer	Proj. Eng.	Admin	Account.				
Direct Salary ¹		\$ 97.50	\$ 81.76	\$ 67.66	\$ 36.14	\$ 34.96	\$ 33.18				
Multiplier/Overhead 185%		\$ 180.38	\$ 151.27	\$ 125.18	\$ 66.86	\$ 64.68	\$ 61.39				
Profit 10%		\$ 27.79	\$ 23.30	\$ 19.28	\$ 10.30	\$ 9.96	\$ 9.46				
Capped Category Rates		\$ 325.00	\$ 263.00	\$ 224.61	\$ 122.00	\$ 100.60	\$ 111.48				
Billing Rates ²		\$ 305.67	\$ 256.34	\$ 212.13	\$ 113.30	\$ 100.60	\$ 104.03				
TASK											
1	Project Management and Coordination		20	24	16	2	16	78	\$ 13,896		
2	Review Existing 10-year CIP	6	24	16	40			86	\$ 15,912		
3	Identify Potential Funding Sources	16	68	36	148	4	0	272	\$ 47,129		
3.1	<i>Review Significant Water Funding Programs</i>	4	16		24			44	\$ 8,043		
3.2	<i>Develop Project Alignment Methodology</i>		4	4	16			24	\$ 3,687		
3.3	<i>Aligning Projects</i>	4	16	20	48			88	\$ 15,005		
3.4	<i>Screening and Prioritization</i>	8	32	12	60	4		116	\$ 20,394		
4	Presentation of Findings	2	16	8	8			34	\$ 7,316		
5	Meetings with Funding Agencies		16	16	16			48	\$ 9,308		
Totals		24	144	100	228	6	16	518	\$ 93,562		

II. Fee Calculation


Task	Labor Cost	Expenses ³	Subconsultant Services	Mark-up on Subconsultant Services ⁴	Total Cost Without Allowance
1	\$13,896	\$0	\$0	\$0	\$13,896
2	\$15,912	\$1,000	\$0	\$0	\$16,912
3	\$47,129	\$0	\$0	\$0	\$47,129
4	\$7,316	\$1,000	\$0	\$0	\$8,316
5	\$9,308	\$0	\$0	\$0	\$9,308
Total	\$93,562	\$2,000	\$0	\$0	\$95,562

III. Fee Limit

Time and Materials Cost	\$95,562
Owner's Allowance:	\$20,000
Total Cost:	\$115,562

IV. Notes:

1. Shows anticipated 2023 rates.
2. Multiplier and Rate Cap per contract.
3. Includes expenses for: mileage and travel expenses
4. Includes 5 percent markup of SUBCONSULTANT (per contract).

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					196862
Name:	Johnson, Sarah B	Request Date:	18-JAN-2023	Status:	APPROVED

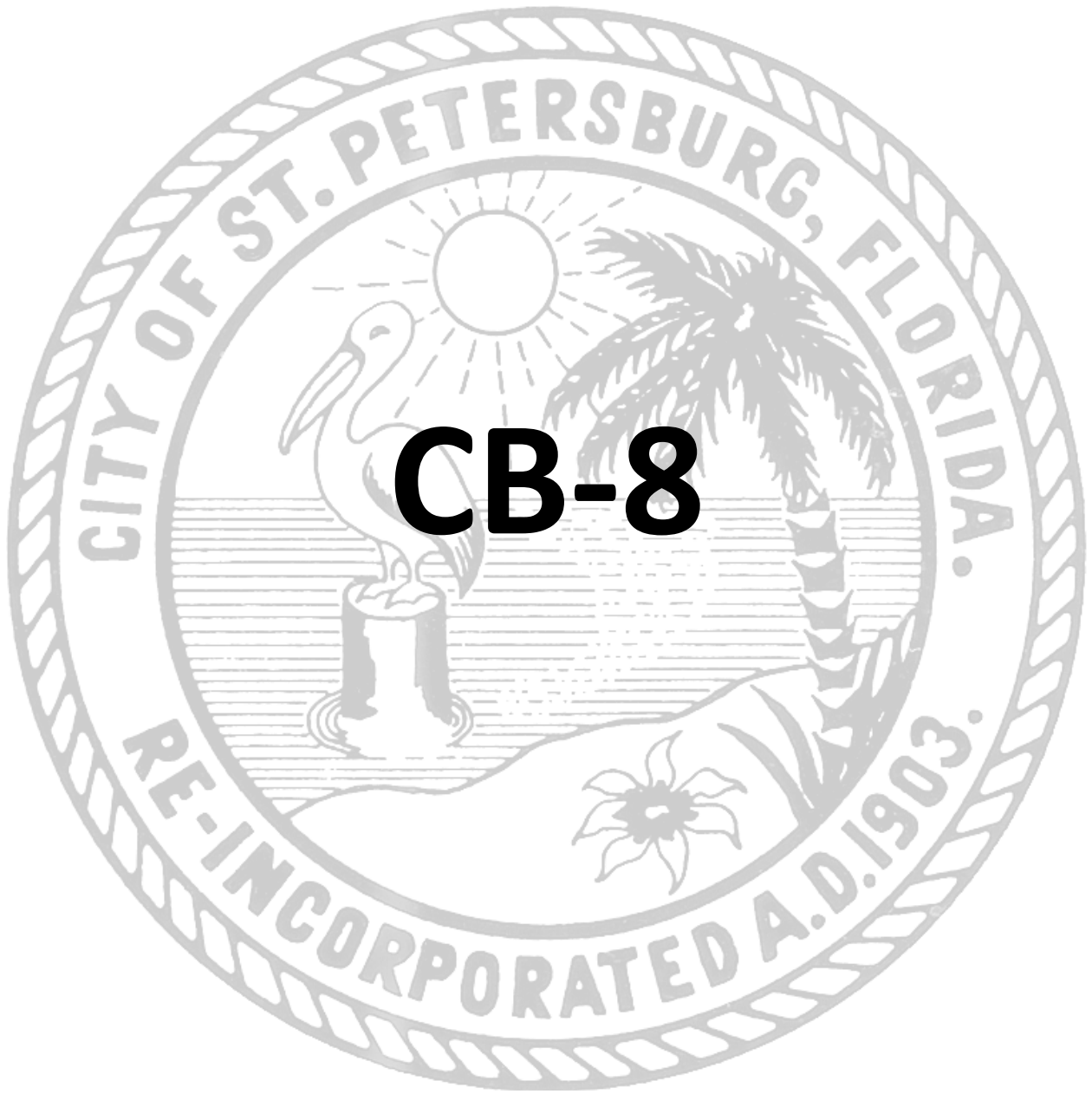
Authorization Request	
Subject:	Council - 2/2
Message:	HDR - Financing Program - Task Order
Supporting Documentation:	HDR - Financing Program - Task Order - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	18-JAN-2023	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	18-JAN-2023	User Defined
2	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	18-JAN-2023	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	19-JAN-2023	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. 21-02-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. (A/E) for A/E to provide (i) data collection and site investigation (survey/subsurface utility engineering, and geotechnical), (ii) design documents, construction drawings, permitting services, and utility coordination, (iii) bid specification documents, (iv) bidding assistance and (v) contract award review for the 62nd Avenue NE Roadway Improvements Project in an amount not to exceed \$393,892.78 (ECID Project No. 22104-110: Oracle No 17987); and providing an effective date.

[MOVED TO REPORTS AS F-1]

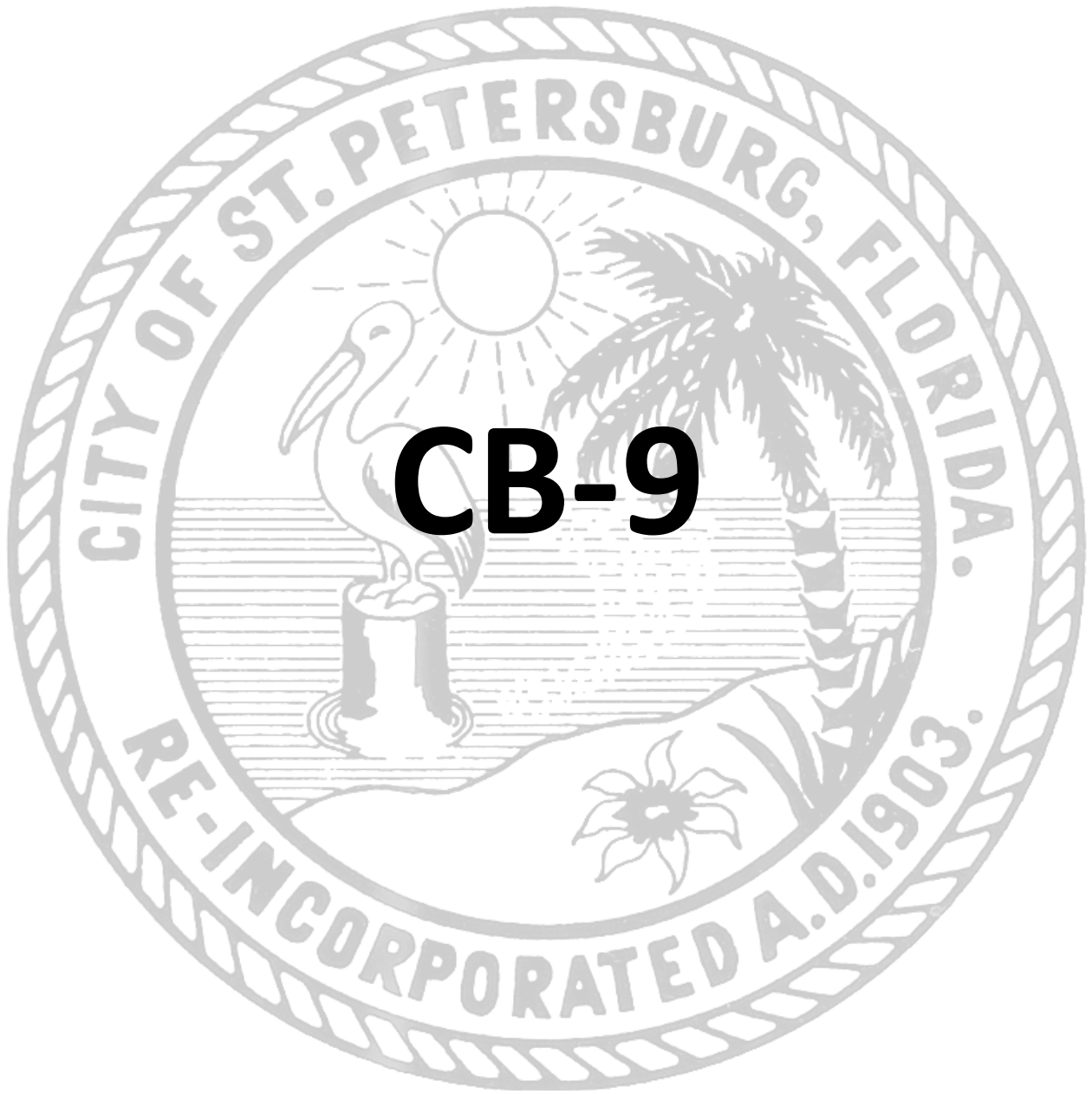
Please scroll down to view the backup material.



CB-8

The following page(s) contain the backup material for Agenda Item: A Resolution reappointing Darryl Wilson as a Special Magistrate and Norman Schultz as an alternate Special Magistrate to exercise the powers of a Municipal Code Enforcement Board as provided in Chapter 162, Florida Statutes, and in accordance with Chapter 9 of the St. Petersburg City Code; and providing an effective date.

Please scroll down to view the backup material.



CB-9



MEMORANDUM

TO: Honorable Brandi Gabbard, Chair and Members of City Council
FROM: Joe Waugh, Codes Compliance Assistance Director *JW*
DATE: January 20, 2023
SUBJECT: Special Magistrate Appointments

I respectfully request that Council reappoint Darryl Wilson as Special Magistrate serving a second three-year term ending January 31, 2026, and Norman Schultz as an alternate Special Magistrate serving a second three-year term ending March 31, 2026.

A copy of each candidate's resume is attached to this memorandum for your review and consideration.

Reviewed and approved by:

Administration: *A. Foster*
Budget: N/A
Legal: *[Signature]*

Attachments: Darryl Wilson Resume
Norman Schultz Resume

CC: Amy Foster, Community and Neighborhood Affairs Administrator



Codes Compliance Assistance Department
P. O. Box 2842
St. Petersburg, FL 33731
727-893-7373

CURRICULUM VITAE

DARRYL C. WILSON
4196 40th Street South
St. Petersburg, FL 33711
(727) 867-1304 (h)/(727) 562-7882 (w)
wilson@law.stetson.edu

EXPERIENCE

July, 1994
to Present

Stetson University College of Law, Gulfport, FL
Associate Dean for Faculty and Strategic Initiatives (2016-Present)
Attorneys Title Insurance Fund Professor of Law (2009-Present)
Professor (1997-2009),
Associate Professor (1994-1997),
Subjects: Real Property, Real Property Finance, Housing and Home Ownership for the Elderly, Comparative Real Estate Sales Transactions, Trademarks and Unfair Competition, Copyright Law, Patent Law, International Intellectual Property, Alternative Dispute Resolution, Sports Law, Entertainment Law; *Director, Intellectual Property Law Externship; Co-Director, Institute for Caribbean Law and Policy; Director, American Caribbean Law Internship; Co-Director Municipal Law Internship;*
Recipient of Numerous Awards including;

- “Most Involved Faculty Member”
- “Hand Faculty Research Award”
- “Teacher of the Year”
- “Who’s Who in American Law”

January, 2007
to July, 2007

Rouson, Dudley & Jones LLC, St Petersburg, FL
Of Counsel; Provided support and assistance in personal, real, and intellectual property law matters as well as Alternative Dispute Resolution, some criminal law, and also with Institutional Training and Education.

July, 1992
to June 1994

Michigan State University’s Detroit College of Law, Detroit, MI
Visiting Associate Professor; Subjects: Real Property Law, Trademark and Unfair Competition Law, Patent Law, Copyright Law, Sports Law.

July, 1989
to July, 1992

Law Offices of Darryl C. Wilson, Chicago, IL
Private general practitioner; Civil and Criminal practice. Primary emphasis on real property and intellectual property matters. Also taught bar review courses for Minority Legal Education Resources, (MLER) Inc.

February, 1988
to July, 1989

UAW-Ford Legal, Lansing, IL
Regional Counsel; Specialized in real property law transactions and litigation for automotive plant employees located primarily in the Southern region of Chicago, including surrounding suburbs and counties.

EXPERIENCE (cont.)

March, 1987
to February, 1988

Soft Sheen Products, Inc., Chicago, IL
In-house Intellectual Property Counsel; Emphasis on trademark and copyright law; also secondary counsel on real property and human resource matters.

July, 1985
to March, 1987

Cook County Legal Assistance Foundation, Harvey, IL
REGINALD HEBER SMITH COMMUNITY LAW FELLOW (1985-1986)
Congressional Public Interest Law Program. Primary work focused on impact litigation involving property law matters for the poor. See, e.g.;
Soldal v. Cook County, 113 S. Ct. 538 (1992)
Chicago Board of Realtors, Inc. v. City of Chicago, 819 F.2d 732 (1987)
Staff Attorney - Pro Bono Coordinator (1986-1987). Principally responsible for placing cases with private attorneys and firms. Also represented clients in a variety of general civil practice areas including Property Law, Bankruptcy, and Employment Law.

December, 1984
to July, 1985

Center for Governmental Responsibility, Gainesville, FL
Law Clerk; Advised governmental bodies on land use/planning matters and maintained written updates of broadcasting and intellectual property laws.

EDUCATION

December, 1989

The John Marshall Law School, Chicago, IL
Masters of Laws (**LL.M.**) in Intellectual Property
(faculty/thesis advisor, the Honorable Donald W. Banner [deceased], former U.S. Commissioner of Patents & Trademarks)

December, 1984

University of Florida College of Law, Gainesville, FL
Juris Doctorate (**J.D.**)

Honors & Activities:

LL.M. Honors Graduate, J.D. Law Review Invitee, J.D. full academic scholarship, Who's Who in American Law Schools, CLEO Instructor, Virgil Hawkins Teaching Fellow, Faculty Research Assistant.

May, 1982

Southern Methodist University, Dallas, TX
Bachelor of Business Administration (**B.B.A.**)
Bachelor of Fine Arts (**B.F.A.**)

Honors & Activities:

Honors Graduate, four-year academic scholarship, Teaching Assistant - Broadcast Communications Dept., Resident Advisor, Varsity and Intramural athletic participant, Jr. Asst. Scoutmaster (Eagle Scout/Order of the Arrow/Honor Camper).

BAR MEMBERSHIPS

Professional Membership for the State of Illinois (1986)
U.S. District Court for the Northern District of Illinois (1986)
Academic Associate Membership for the State of Florida (1994)
U.S. Supreme Court (1995)

PUBLICATIONS

Employees Intellectual Property Rights, (Wolters Kluwer 2018), 2d Edition, Part IID National Legal Rules in North America, *United States of America*, Darryl C. Wilson, (co-authors Joseph Hawley, Marketa Trimble).

ABA Real Property, Probate & Trust Law Magazine, Contributing Author/Editor, Keeping Current-Property, Keeping Current-Probate, 2011 to present (*bi-monthly*).

“No Method to the Madness: The Failure of Section 14 of the Patent Reform Act of 2011 to Make Any Obvious Changes for the Better”, 6 Akron Intell. Prop. J. 337 (2012).

ACLI Case Notes, 4 American Caribbean Law Initiative News 7 (2011).

Mastering Property Law, (Carolina Academic Press 2011) (co-author Cynthia Hawkins DeBose). (*Revised edition 2013*)

“The Caribbean Intellectual Property Office (CARIPO); New, Useful and Necessary”, 19 Mich. St. J. Int’l L. 551 (2011).

“Battle Galactica: Recent Advances and Retreats in the Struggle for Preservation of Trademark Rights on the Internet”, 12 J. High Tech L. 1 (2011).

“The Thing, The Invasion, The Tax Patent; Great Sci-Fi or Golden Raspberries?” Fla. A&M U. L. Rev. – On File (2009) (co-author, Darryll K. Jones).

ACLI Case Notes, 3 American Caribbean Law Initiative News 4 (2009).

ACLI Case Notes, 3 American Caribbean Law Initiative News 3 (2008).

ACLI Case Notes, 2 American Caribbean Law Initiative News 5 (2007).

“Let Them Do Drugs,” A Commentary on Random Efforts at Shot Blocking in the Sports Drug Game, 8 Florida Coastal Law Review 53, (2006).

“Myths and Misperceptions Affecting the Minority Student’s Law School Experience”
The African American Law School Survival Guide, 112 (Evangeline M. Mitchell, ed., 2006).

ACLI Case Notes, 1 American Caribbean Law Initiative News 5 (2006).

“Waltzing to R.A.P.”, 39 Creighton Law Review 129 (2005).

“Home Field Disadvantage: The Negative Impact of Allowing Home Schoolers to Participate in Mainstream Sports”, 3 Virginia Journal of Sports and the Law 1 (2001).

PUBLICATIONS (cont.)

“Elder Law Issues in the Basic Real Property Course”, 30 Stetson Law Review 353 (2001).

‘Black’ Law Schools Face Challenges of a New Day, 18 Black Issues in Higher Education 104 (April 12, 2001).

Magill’s Legal Guide (Salem Press Publications, 1999)

Trade Secret Law
Bailment
Covenants Not to Compete
Easements
Future Estates

“Title IX’s Collegiate Sports Application Raises Serious Questions Regarding the Role of the NCAA”, 31 John Marshall Law Review 1303 (1998) [*cited as “Worth Reading” in the National Law Journal, Feb. 15, 1999, at B6*]

“The Legal Ramifications of Saving Face:
An Integrated Analysis of Intellectual Property and Sport”,
4 Villanova Sports & Entertainment Law Journal 227 (1997)
[*Excerpted in Sports and the Law: A Modern Anthology, Carolina Press 1999*]

“Parity Bowl IX: Barrier Breakers v. Common Sense Makers – The Serpentine Struggle for Gender Diversity in Collegiate Athletes”, 27 Cumberland Law Review 397 (1997)

Sports Law with M. McKinnon, and R. McCormick
Lupus Publications Casebook Series (1996), 2^d Edition (1998)

Florida Lawyer’s Guide
1995 Real Estate Sections Revisions
Lawyers Cooperative Publishing

Current Developments in Real Estate Law: Annual Survey
ABA Real Estate Quarterly Reports
Contributing Editor, Northwestern Reporter (1993-1998)

“Viewing Computer Crime: Where Does the Systems Error Really Exist?”
University of Southern California Law School,
11 Computer Law Journal 265 (1991)

“The Pay Cable TV-Sports Broadcasting Nexus”,
8 Communications and the Law 43 (1986)

WORKS IN PROGRESS

“Possession of Property in Foreclosure; No Good Guys, No Bad Guys—There’s Only You and

Me and We Just Disagree.” (An article addressing statutory and policy issues disputing who, if anyone, should use and be responsible for property in foreclosure and to what extent).

“Can Title Insurance Stake a Claim in the Caribbean?” (An article addressing the prospect of importing the American private title insurance concept into the Caribbean where it is hardly used and presently unheard of throughout most of the islands.)

“Will the CCJ Be the Last Court Standing?” (An Analysis of the Caribbean Court of Justice and its struggle to become the court of final review for the Caribbean.)

I Know It When I Hear It. (An article advocating limited censorship and new regulations in the music and media entertainment industry.)

Morality and the Name Game. (An article analyzing the rejection of trademarks on moral grounds.)

COLLEGE OF LAW SERVICES

Service to Students:

Black Law Students Assoc. (BLSA) Faculty Advisor (MI & FL), 1992-Present
American Caribbean Law Initiative (ACLI), Faculty Advisor/Director, 2003-Present
Moot Court, Client Skills-ADR, Trial Team Coach, (MI & FL) 1992 - 2002
Stetson Entertainment & Sports Law Society, Faculty Advisor, 1994-Present
Florida Education Fund MPLE Scholars-Faculty Advisor, 1994-2005
Intramural Sports/Coach, Participant, (MI & FL) 1992-2006
Stetson Intellectual Property Law Association (IPLA) Faculty Advisor, 2004-Present
Intellectual Property Law Internship, Faculty Advisor/Director, 2000 – Present
Stetson Real Property Law Student Association, Faculty Advisor, 2010-Present

Law School Committees:

Dean’s Advisory Committee 2012-2013, 2014-2016 (Dean Chris Pietruszkiewicz)
Dean’s Advisory Committee 2003-05 (Dean Darby Dickerson)
Dean’s Transition Team 1999-2000 (Dean Gary Vause)
Dean’s Advisory Committee 1995-1997 (Dean Lizabeth Moody)
Academic Review Committee 2012-2015
Faculty Appts/Screening Cmte 1996-2004, Chair 2003-04, 2006-07, 2009-10, 2015- present
Admissions Committee 1994-2003, Chair 2000-03
Continuing Legal Education Committee 1994-1995
Faculty Governance Committee 1994-1995
Academic Standards Committee 1994-1996, 2007
Graduate and International Programs Committee 1995-2004, Chair 2002-03, Chair 2015-

2016

Academic Success Program - Advisor, Presenter 1994-1998
Chair - Distinguished Speakers & Guest Lecturers Committee 1995-1996
Faculty Secretary - General Meetings 1996-1997
Faculty Justice - Honor Court 1996, Faculty Investigator - Honor Court 1997-2003
Chair – Honors, Awards and Scholarships Committee, 2009-2011
Chair - Faculty Scholarship Committee 1999-2000
Student Affairs Committee 1999-2000

Law School Committees: (con.)

Stetson University Provost Search Committee 2016-2017
Diversity Committee 2016-present

Financial Aid Committee 2002-06
Chair - Facilities Committee 2002-03
Budget Committee 2002-2003
Chair - Curriculum Committee 2003-04
Strategic Planning Task Force 2004-05, 2014-2015; Master Planning Committee 2012-2013
Interim Dean's Advisory Committee 2011-2012 (Interim Dean Royal Gardner)
College of Law Dean Search Committee 1998-1999, 2011-2012, 2018-2019

PROFESSIONAL AND COMMUNITY SERVICE

- *Pinellas County Housing Authority Hearing Officer 2010-present
- *Commissioner, St. Petersburg Code Enforcement Board 2008-present, Vice-Chair 2009-2010, Chair 2010-2012, Chair 2015-2019
- *AMI Kids Board – Pinellas County 2018
- *Pinellas County Valuation Adjustment Board 2015-2017
- *St. Petersburg Civilian Police Review Commission 2009-2012
- *Sixth Judicial Circuit, Judicial Nomination Commission 2001-07
- *AALS Committee on Recruitment and Retention of Minority Law Teachers 2001-04
- *AALS Sports Law Section-Executive Committee 1995-1997, 2001-06, Chair 2005-06
- *LSAC Misconduct & Irregularities in the Admissions Process Subcommittee 1994-1997
- *ABA African Law Initiative 1995-1997 -- NBA African Law Initiative 1995-2002
- *U.S. Commerce Department South African Development Team 2000-2001
- *500 Role Models of Excellence - Mentor, Pinellas County School System, 1994-Present
- *Coalition for African-American Justice, St. Petersburg, FL 1997-2000
- *Paralegal Program Coordinator - Professional Careers Institute, Southfield, MI 1992-1994
- *Member, Wayne County School System Mentor Assoc., Detroit, MI 1992-1994
- *Instructor, Minority Legal Research, Inc. (MLER) Bar Review, Chicago, IL 1990-1992
- * Representative Pro Bono Legal Consultant list;
 - TITK-1 Publishing Inc., Detroit, Michigan
 - Ybor City Museum, Tampa, Florida
 - All Sports Community Service, Tampa, Florida
 - 22nd Street Development Corp., St. Petersburg, Florida
 - Pinellas County Public Access Television, Largo, Florida
 - Creative Change Productions, Tampa, Florida

PROFESSIONAL ASSOCIATIONS/CERTIFICATIONS

ABA Advisor to ULC Study Cmte re the Uniform Unclaimed Property Act, 2013-2014
International Bar Association, Executive Board – Access to Justice Committee, 2006-2009
International Trademark Association, Academic Subcommittee, 2006-Present
National Bar Association, 1994-Present, Chair Law Prof Division, 1999-2005, ADR cmte 2017-

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Black Entertainment & Sports Lawyers Association, 1992-2002
Sports Lawyers Association, 1992-2009
American Intellectual Property Lawyers Association, 1992-Present
International Intellectual Property Lawyers Association, 1998-Present
American Bar Association, 1992-Present
Lawyers for the Creative Arts (Chicago, IL), 1986-1992

PROFESSIONAL ASSOCIATIONS/CERTIFICATIONS (con.)

Chicago Bar Association, 1986-1992

Cook County Bar Association, 1986-1992
Computer Assisted Legal Instruction (CALI) Editorial Board, 2003-2014
Scribes, 1994-2004
Society of American Law Teachers (SALT), 1994-present
Sigma Pi Phi - Gamma Omicron Boulé member, secretary 2000-2008

American Arbitration Association (AAA) – neutral, commercial/construction law panels
Financial Industry Regulatory Authority (FINRA) - certified arbitrator
National Association of Securities Dealers (NASD) - certified arbitrator, mediator
New York Stock Exchange (NYSE) – certified arbitrator
Illinois Supreme Court - certified arbitrator 1991
Florida Supreme Court - certified mediator 1997
Florida Attorney General’s Office - lemon law arbitrator 1998-2005
U.S. Copyright Office Arbitration Royalty Panel (CARP) 2000-2005
World Intellectual Property Organization (WIPO) - domain name arbitrator 1997-present
National Arbitration Forum (NAF) - domain name arbitrator 2000-present
Asian Domain Name Dispute Resolution Ctr (ADNDRC) - domain name arbitrator 2013-present
U.S. Postal Service (USPS) certified EEO mediator 1996-2013

ACADEMIC AND PROFESSIONAL PRESENTATIONS

“Regulatory Issues Surrounding Short-Term Rentals”
ABA Property Professors Webinar-Podcast, 2019

“Copyright in Graffiti?” (Panelist)
Stetson University College of Law, Gulfport, FL 2019

“Diversity Issues facing Law School Faculty”
SEALS Annual Meeting, Ft. Lauderdale, FL 2018

“Incorporating International Law into Law Schools”
SEALS Annual Meeting, Ft. Lauderdale, FL 2018

“Diversity and Inclusion in the US: A Discussion Post-Charlottesville”
Stetson University College of Law, Gulfport, FL 2017

“Property Law Boot Camp for the Bar”, Stetson University Law School,
Summer Bar Administration, Gulfport, FL 2017

“Comparative Real Estate Sales Transactions”, Truman Boden Law School,
Stetson Inter-sessional Law Program, Grand Cayman, Cayman Islands 2016

“International and Comparative Intellectual Property Law”, Soongsil University,
Summer Global Law Program, Seoul, South Korea, 2016

“A Magical Night; Intellectual Property Issues in Sports Law”, Stetson IP and EASL Committees
Joint Fall Event, Orlando FL, 2015

ACADEMIC AND PROFESSIONAL PRESENTATIONS (cont.)

“ADR in Domestic and International IP”, American Intellectual Property Lawyers Association
Midyear Meeting, Phoenix AZ, 2014

“The Impact of Unclaimed Property on Probate Law Considerations”, SEALS Annual Meeting, Palm Beach, FL 2013

“The Intersection of Trademarks & Domain Names; A Cyberspace Odyssey”, SEALS Annual Meeting, Palm Beach, FL 2013

“Under The Gun: Should the Film Industry Limit Gun Violence in Movies?”, Sunscreen Film Festival, St. Petersburg, FL 2013

“Can Internet Trademark Infringement Be Effectively Regulated?”, SEALS Annual Meeting, Amelia Island, FL 2012

“Intellectual Property on the Internet”, Tampa Bay Paralegal Association, Tampa, FL 2012

“Careers in International Intellectual Property Law”, International Law Society, Stetson University College of Law, St. Petersburg, FL 2012

“Hot Topics in Trademarks Law; A Focus on the Internet”, The Latest Developments in IP Law, Suffolk University Law School, Boston, MA 2011

“Patent Law Reform; Tax Strategy Patents”, Fifth Annual IP Scholars Program, University of Akron School of Law, Akron, OH 2011

“The Evolution of Trademark and Unfair Competition Law”, University of South Florida, Tampa, FL 2010

“International Intellectual Property Law-An Introduction to the Domain Name UDRP Process”, Podcast for Suffolk University IP Series, Boston, MA 2010

“Diversity in the Legal Profession; Needs, Numbers, and Analysis”, SUCOL Professionalism Series, St. Petersburg, FL 2010

“Statehood, Independence, or Free Association; Status Issues in Puerto Rico and the U.S.V.I.”, University of South Florida Caribbean Students Inc., Tampa, FL 2010

“Comparative Caribbean Law; the Judiciary and the Death Penalty”, Institute for Caribbean Law & Policy and Stetson Law School’s BLSA Present an Open Forum, St. Petersburg, FL 2010

“Keys to Success on Your Final Exams”, Orientation for International Law Students Orientation, Stetson University College of Law, St. Petersburg, FL 2009

“Internet ADR & IP”, American Caribbean Law Initiative Summer Law Conference, Tunapuna, Trinidad & Tobago, 2009

“The Role of Scholarship in the Legal Community”, Legal Community in Action Day, St. Petersburg, FL 2009

ACADEMIC AND PROFESSIONAL PRESENTATIONS (cont.)

“Becoming a Lawyer”, Monroe Middle School, Tampa, FL 2009

“Legislative & Judicial Updates in the Caribbean”, International Programs Advisory Board, St. Petersburg, FL 2009

“Private Home Schooling vs. Public Extra-Curricular Activities”, Children & the Law Seminar, St. Petersburg, FL 2008

“Pet Valuation in Property Damage Calculations”, The Kathy Fountain Show, Tampa, FL 2008

“Florida’s Insurance Crisis”, RPP&T Forum, St. Petersburg, FL 2007

“The Home School Debate”, Children & the Law Seminar, St. Petersburg, FL 2007

“Basic Intellectual Property Law”, Great American Teach-In, St. Petersburg, FL 2007

“The Straight Dope; Supplements and Performance Enhancers in Sports”, Annual Meeting of Association of American Law Schools, Washington, D.C. 2006

“Hip Hop and Censorship,” Stetson Black History Month Celebration, St. Petersburg, FL 2006

“The Crowded Intersection of Trade Dress, Design Patents and Copyrights,” Hillsborough County Bar Association, Tampa, FL 2006

“The Illegal Drug Controversy in Sports”, Sports Law Symposium, Jacksonville, FL 2006

“Florida’s View on the Right of Publicity”, Media Law Conference, Tampa, FL 2006

“Killing Napsters’ Children”, Stetson Law Review Spring Luncheon, St. Petersburg, FL 2005

“ADR in Intellectual Property”, Second National Conference of Minority Professionals in Alternative Dispute Resolution, Columbus, OH 2005

“International Intellectual Property Law; The Private and Public Law Convergence”, The Hague, Netherlands 2005 (course taught in Stetson’s Summer Abroad Program)

“Intellectual Property in Sports and Entertainment”, Second National People of Color Legal Scholarship Conference, Washington, D.C. 2005

“Alternative Dispute Resolution in Real Property”, Stetson ADR class, St. Petersburg, FL 2005

“Developments in International Intellectual Property Law”, St. Petersburg Bar Association, International Law Section, St. Petersburg, FL 2005

“International Intellectual Property Law; East Meets West,” Tallinn, Estonia 2004 (course taught in Stetson’s Summer Abroad Program)

ACADEMIC AND PROFESSIONAL PRESENTATIONS (cont.)

“Ethics in Sports Representation”, Florida Bar Entertainment, Arts & Sports Law Section, Tampa, FL 2004

“Changes in Sports Agency and Representation”, Barney Masterson Inn of Court,

Clearwater, FL 2004

“Law Professors & Practicing Attorneys; A Comparison”
Great American Teach-In, St. Petersburg, FL 2003

"From Brown to Vouchers: The Quest for Equal Opportunity in Public Education," NBA
Annual Meeting, San Francisco, CA 2002

"From Prosecutor to Professor B From Defense Attorney to Dean: Making the Transition
from Law Practice to Academia," NBA Annual Mtg., San Francisco, CA 2002

“International Intellectual Property Law Alternative Dispute Resolution,”
Granada, Spain 2001. (Course taught in Stetson’s Summer Abroad Program)

“Evolving Legal Standards Covering the Distribution of Scholarships and Fellowships in Higher
Education,” Safety Harbor, FL 2001

“LSAT, Grades, Bar Passage & Practice: Reflections on the Continuum” National Bar
Assoc. Annual Mtg., Dallas, TX 2001

“Professional Research & Practical Implications”, National Bar Assoc. Annual Meeting,
Dallas, TX 2001

“Law Practice and the Internet”, Gainesville, Florida 2001

“University of Florida College of Law Diversity Committee (Report)”,
Boca Raton, FL 2001

“The History of Blacks at Stetson Law School”, BLSA Annual Alumni Breakfast,
St. Petersburg, FL 2000

“Anti-Affirmative Action Ballot & Court Initiatives and their Impact on Graduate Education”,
Florida Education Fund Annual Retreat, Safety Harbor, FL 2000

“Law School B Expectations and Requirements”, Minority Participants in Legal Education
(MPLE) Annual Orientation, Miami, FL 2000

“Careers In Academia”, National Bar Association Annual Meeting,
Washington, D.C. 2000

“Protecting Your Intellectual Property Rights”, International Society of Technical
Communicators, Clearwater, FL 2000

“Sports Ethics in the New Millennium”, University of South Florida Sports Ethics Institute,
Tampa, FL 2000

ACADEMIC AND PROFESSIONAL PRESENTATIONS (cont.)

“Opportunities in Corporate Law; The Sports/Entertainment Connection”, Law Day Presentation,
St. Petersburg, FL 1999

“International Intellectual Property and the Internet”, International Law Section,

Hillsborough Bar Association, Tampa, FL 1999

“Should Public Legal Education Expand in Florida?”, Florida Chapter, National Bar Association, Tampa, FL 1998

“Gender Diversity in Collegiate Athletics”, 19th Annual National Conference on Law & Higher Education, Clearwater, FL 1998

“Basic Legal Issues in Daily Life”, Pinellas County School Systems Great American Teach-In, St. Petersburg, FL 1998

“Comparative Intellectual Property Law Studies”, delivered at the University of Zambia, Lusaka, Zambia 1997 (four-week program as part of the ABA’s African Law Initiative).

“Intellectual Property Rights: How Do You Protect Your Brilliant Ideas and Images?”, Florida Suncoast Chapter of the International Association of Business Communicators, Tampa, FL 1997

“Current Issues in Sports Law”, Hillsborough Bar Association Annual Meeting, Tampa, FL 1997

“Current Issues in Condominium Law”, American Bar Association Annual Meeting, Orlando, FL 1996

“Intellectual Property Issues Affecting Libraries”, delivered at the Florida Library Association Annual Meeting, Tampa, FL 1996

“Basic Legal Issues in Daily Life”, Pinellas County School Systems Great American Teach-In, St. Petersburg, FL 1995

“Opportunities in Legal Education”, delivered at the National Bar Association Mid-Year Meeting, Miami, FL 1995

“Lessons Learned; The Legal Legacy of The O.J. Simpson Trial”, panel member in Stetson Student Bar Association presentation, St. Petersburg, FL 1995

REPRESENTATIVE MEDIA PRESENTATIONS

Interviews:

The Tampa Tribune-re: Adverse Possession of vacant homes

St. Petersburg Times-re: Hip Hop and Censorship

St. Petersburg Times-re: Trademark Suits Between Developers

Sarasota Herald Tribune-re: Local Housing Authority Contract Irregularities

The Tampa Tribune-re: Ethical Issues for Real Estate Agents

REPRESENTATIVE MEDIA PRESENTATIONS (cont.)

The Daytona Beach News Journal-re: NASCAR antitrust suit

The Deland Beacon-re: Bioethics of Property Rights in Human Cells

Bradenton Herald-re: Real Property Boundary Disputes

National Public Radio-re: Right of Publicity Disputes

Associated Press-re: Copyright Issues and Microsoft Corp.

St. Petersburg Times-re: Trademark Disputes in Subdivision names

Television Shows:

Bay News 9 – Tampa Bay, Home Owners Association reform
WTVT - Tampa Bay, Kathy Fountain Show, “The Pet Food Recall & Pets as Property”
Tech TV International Cable Network, VouyerDorm: A Report on Conflicts
 Between the Internet and Zoning Law
WFLA-Law Tampa/St. Petersburg, Guy Perenich Hosts Stetson Night
WTVT; Tampa/St. Petersburg, Report on the stadium dispute between the Tampa Bay Bucs
& the Tampa Sports Authority
WDZC; Miami/Ft. Lauderdale, Between the Lines; After O. J./Trial Lawyers & Stetson
WTTA - WB: Tampa/St. Petersburg Trademark Infringement Dispute, Hooters Restaurant vs.
 Winghouse Restaurant
WFTS; Tampa/St. Petersburg, Report on Illegal Utility Shut Offs at Mobile Home Parks

REPRESENTATIVE BOARD DIRECTORSHIPS

St. Petersburg Economic Development Corporation (SEEDCO)
Florida Education Fund (FEF)
Gulfcoast Legal Services, Inc.
Broadwater Homeowners Assoc.
National Bar Association (NBA Board of Governors)
Listening Between the Lines, Inc., Creative Change Productions
American & Caribbean Law Initiative (ACLI)
The Caribbean-American National Development Org., Inc. (CANDO)
AMIkids Pinellas, FL

Norman A. Schultz

730 White Sand Drive NE - St. Petersburg, FL 33703

Phone: 727-498-7676 Cell: 216-970-3000

Email: normschultz8184@yahoo.com

BACKGROUND:

June 1978 – Present

President, NASCO - Norman A. Schultz Company, Inc.

- Boating industry consultant; Exposition management; Speaker; Freelance boating writer; Twice weekly blogger for boating industry journal at TradeOnlyToday.com

September 1973 – May, 2007

President, Lake Erie Marine Trades Association, Cleveland, Ohio.

- CEO of a regional boating industry trade association providing educational, marketing, communication, legal, legislative and regulatory representation for an average of 135 member businesses annually.
- Founder, the Boat Ohio Foundation, aka Boating Associations of Ohio, to lobby for marine dealers, marinas and boating organizations statewide.
- Produced more than 130 boating expositions in Ohio, Indiana, Illinois and South Carolina. Created boating events including the Cleveland Boat Parade of Lights, the Cleveland Boating & Fishing Fest, the LEMTA Fishing Championship among others.
- Continuing to serve as President Emeritus.

EDUCATION:

- Indiana University, Bloomington, IN
- Valley Forge Military Academy, Wayne, PA

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING DARRYL WILSON AS A SPECIAL MAGISTRATE AND NORMAN SCHULTZ AS AN ALTERNATE SPECIAL MAGISTRATE TO EXERCISE THE POWERS OF A MUNICIPAL CODE ENFORCEMENT BOARD AS PROVIDED IN CHAPTER 162, FLORIDA STATUTES, AND IN ACCORDANCE WITH CHAPTER 9 OF THE ST. PETERSBURG CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Chapter 9 of the St. Petersburg City Code provides for the appointment of one or more Special Magistrates having the powers and duties of the Code Enforcement Board, pursuant to Part I of Chapter 162, Florida Statutes; and

WHEREAS Darryl Wilson and Norman Schultz are residents of the City of St. Petersburg and are otherwise qualified for appointment to the office of Special Magistrate.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Darryl Wilson is hereby reappointed as a Special Magistrate to serve his second three-year term ending January 31, 2026.

BE IT FURTHER RESOLVED that Norman Shultz is hereby reappointed as an alternate Special Magistrate to serve his second three-year term ending March 31, 2026.

This resolution shall become effective immediately upon its adoption.

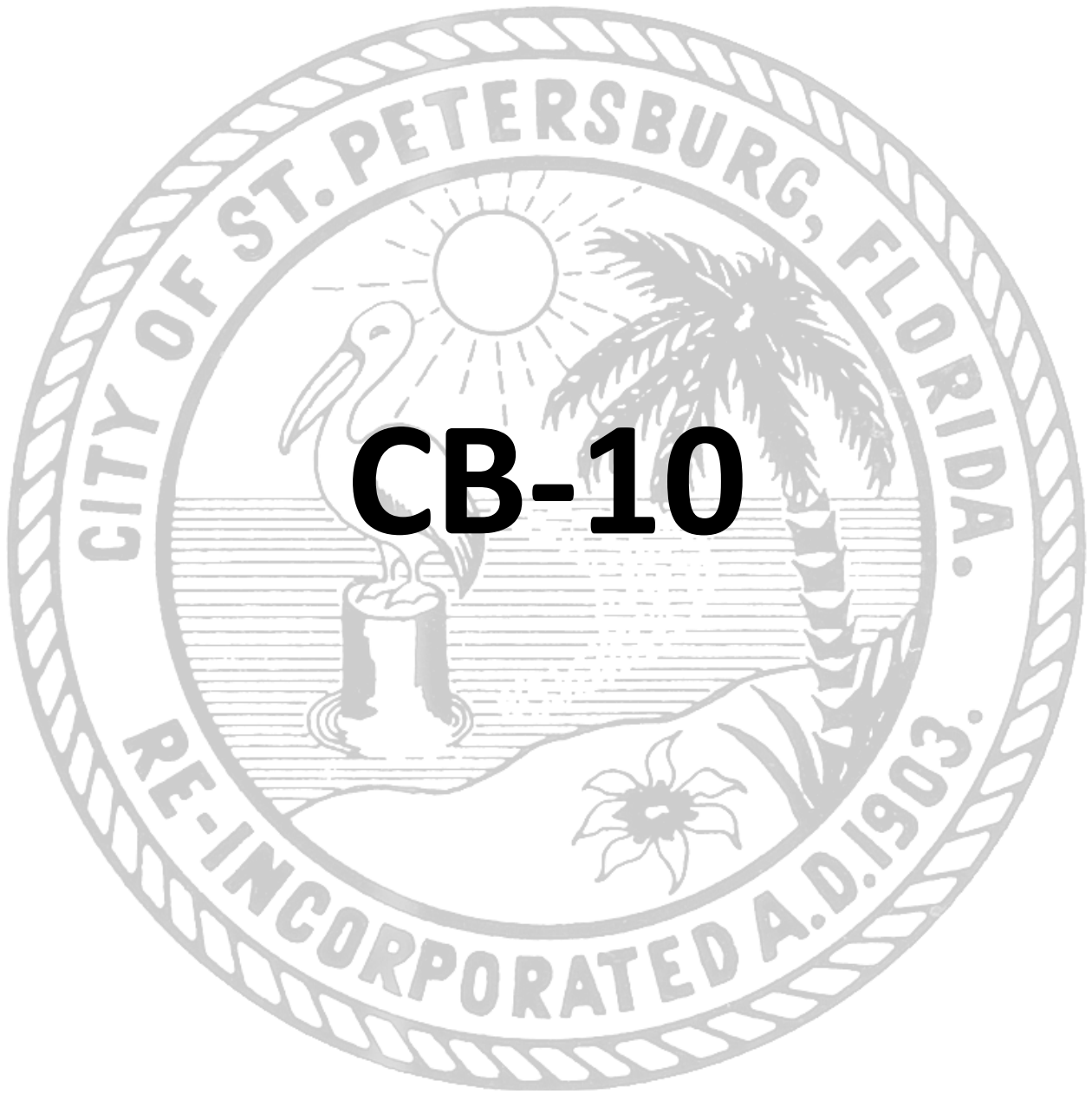
LEGAL:

/s/ Devon E. Haggitt
City Attorney or (Designee)
00661008

DEPARTMENT:

/s/ Joseph Waugh

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation
Committee Meeting Minutes (December 8, 2022)
Please scroll down to view the backup material.



CB-10

City of St. Petersburg
Budget, Finance and Taxation Committee
December 8, 2022 Meeting Minutes
City Hall, Room 100

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

Absent: None

Also Present: Council Member Deborah Figgs-Sanders, Council Member John Muhammad, Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Macall Dyer, Human Resources Director Chris Guella, Employee Benefits Manager Jason Hall, Chuck Tobin (Gallagher Benefit Services), Purchasing Manager Stephanie Swinson, Chief Financial Officer Anne Fritz, Finance Department Controller Erika Langhans, City Treasurer Tom Hoffman, and City Clerk Assistant Iris Winn.

Support Staff: Jayne Ohlman – Senior Legislative Aide

1. Call to Order – 10:22 AM

2. Approval of Agenda – CM Hanewicz motioned for approval. All voted in favor.

3. Approval of November 10, 2022 Minutes – CM Gerdes motioned for approval. All voted in favor.

4. New Business – December 8, 2022

2023/2024 Health Insurance Renewal and Status Update on Current Year Health Plan – *Chris Guella, Human Resources Director, Jason Hall, Employee Benefits Manager, and Chuck Tobin (Gallagher Benefit Services)*

Human Resources Director Chris Guella introduced Chuck Tobin from Gallagher Benefit Services, the City's health insurance consultant. Mr. Guella noted that Gallagher Benefit Services has been the City's employee benefits consultant since 2004.¹ For background, United Health Care administers the City's self-funded group medical insurance plan. The plan is funded by employee and City contributions and maintained in the Insurance Internal Service Fund.

Mr. Tobin began with a cost comparison of the current year plan's original versus updated cost estimates. Mr. Tobin highlighted the decrease in claim costs compared to the initial projections and explained that the COVID-19 pandemic significantly influenced the cost projections at the time.² The initial projected cost for total claims (medical and pharmacy) was \$56.2 million, while the current estimate is about 4% less than anticipated at \$54 million. Mr. Tobin noted the contrast to the 2021/2022 plan year, wherein the City had to transfer funds to help offset the increase in premiums due to COVID-19.³ Mr. Guella and Mr. Tobin both emphasized the cost containment efforts in the current plan year, including the continued efficiency and utilization of the Wellness Center by employees and their dependents. Mr. Tobin detailed the cost savings the Wellness Center provides with comparisons of

¹ Gallagher Benefit Services assists the City in analyzing the structure, costs, and administrative services of health insurance, pharmaceutical benefits, group life and disability insurance, supplemental insurance, and stop-loss insurance. Gallagher also provides annual claims analysis and actuarial services.

² For comparison, during the 2021/2022 reporting period, the Original Plan Year projection was \$36,424,849 and the updated amount was ultimately \$39,098,336, 7.3% higher than anticipated.

³ In FY22, City Council approved the transfer of up to \$3,500,000 of CARES Act funding to the Health Insurance Fund to help offset the increase in health insurance premiums due to the rise in claims related to COVID-19.

services avoided (e.g., visiting the Wellness Center rather than a specialist) versus the actual plan cost of a visit. Additionally, Mr. Tobin and Mr. Guella emphasized that the current plan design has remained unchanged since 2016, highlighting the innumerable benefits associated with health insurance stability.⁴ Committee Vice-Chair Gerdes inquired who is responsible for the net clinic cost, and Mr. Tobin responded that the City covers the cost.

Chair Driscoll asked how the City's health plan and Wellness Center operations adapt to changing market trends. Employee Benefits Manager Jason Hall explained that the Wellness Center's formulary (list of covered prescription drugs) is reviewed semi-annually to ensure the list is updated to meet clinical requirements. Mr. Hall added that employee engagement and education are crucial to ensure that employees and their dependents use their plans properly and maximize their benefits.

Committee Chair Montanari asked for clarification on the Stop Loss deductible amount of \$450,000, especially how it is established and how often it is reviewed. Mr. Tobin explained that the amount is reviewed annually during the plan renewal process, and the amount increased from \$400,000 last year. Generally, the amount is about 1% of the expected total claim costs, but there is no standard for the stop loss deductible amount. Mr. Tobin explained that the City's amount is within range to meet the Stop Loss purpose, which is to provide risk coverage against high-value claims. CM Montanari asked Mr. Guella to explain the next steps for the 2023/2024 health insurance plan renewal. Mr. Guella responded that the proposal and projected costs would be brought before the City Council in early 2023 for final approval to take effect for the start of the new plan year in April.

Proposed Changes to the City's General and Alternate Investment Policy to Increase the Percentage of the Water Cost Stabilization Portfolio Investment in Index Funds – Anne Fritz, Chief Financial Officer, and Tom Hoffman, City Treasurer

Chief Financial Officer Anne Fritz began with a summary of the City's General and Alternate Investment Policy, including its history and purpose.⁵ Ms. Fritz reminded the committee of the importance of the City's Investment Policy, noting that its purpose is to maintain the City's long-term financial focus in the face of short-term market fluctuations.⁶

Next, Ms. Fritz detailed the proposed changes recommended by the Investment Oversight Committee (IOC). The first change concerns increasing the index fund allocation from 25% of the investable balance in the Water Cost Stabilization Fund by an additional 2.5% per year until a maximum of 35% is achieved.⁷ The second change allows an annual rebalancing method to maintain the maximum balance if market values are below the maximum percentage (35%) and provides for buying additional shares of index funds up to the allowable percentage.⁸ Ms. Fritz emphasized that these proposed changes keep with the 50/50 split principal for the Water Cost Stabilization fund and

⁴ Plan design elements include medical and prescription co-pay amounts, deductibles, and coinsurance.

⁵ The deposit and investment of all city monies is governed to the extent permitted by Section 2-102 and 2-104 of City Code, as well as the Investment Policy for Municipal Funds and the Alternate Investment Policy (Preservation Reserve Fund, Weeki Wachee Fund, Environmental Preservation Fund, Water Cost Stabilization Fund). The policies were prepared in accordance with Chapter 218.415, Florida Statutes, which governs the city's investment activities.

⁶ The Investment Policy was adopted by the City Council on December 18, 2014, and subsequently amended on April 5, 2018, October 18, 2018, and March 7, 2019.

⁷ The Water Cost Stabilization Portfolio is the proceeds from the sale of certain assets as governed by City Ordinance and described under bond covenants. The Water Cost Stabilization Portfolio will consist of investment positions whose maturities may not exceed 10 years.

⁸ An index fund is a collective investment pool (usually a mutual fund or exchange-traded fund (ETF)) that aims to replicate the movements of an index of a specific financial market or a set of rules of ownership that are held constant, regardless of market conditions.

diversification for long-term investments.⁹ For background, rebalancing keeps asset allocations at a chosen percentage among asset classes. In addition, an annual rebalancing method allows investors to keep their portfolios within the allocation by adjusting asset holdings on a market-value basis.

Council Member Hanewicz asked for an explanation of the IOC, including its makeup and function for the City. Ms. Fritz responded that under the policy, the IOC includes the current chairman of the City's Budget, Finance, and Taxation Committee, a member of City senior administration, and five community members with backgrounds in banking, portfolio management, investment banking, or extensive experience in economics. Appointments are made by the Mayor and confirmed by the City Council for two-year terms. The committee meets quarterly to review and recommend, if necessary, changes in investment strategies, portfolio management, and internal controls.

CM Hanewicz made a motion to approve the draft resolution with the recommended changes. All members voted in favor. The resolution will be brought to the full City Council for final approval at the December 15 meeting.

Annual Report Regarding Apprentices and Disadvantaged Workers Participating in Major Construction Projects – Stephanie Swinson, Purchasing Manager

Purchasing Manager Stephanie Swinson provided the committee with a detailed summary of qualifying contracts and associated apprenticeship and disadvantaged worker data from December 1, 2021, to December 1, 2022. Ms. Swinson stated that there were 17 qualifying contracts totaling \$80,731,317, with 148,026.27 project hours.¹⁰ In addition, Ms. Swinson noted that four projects do not qualify for the reporting period because the City's ordinance requirements do not apply to federal or state-funded projects.

Ms. Swinson reviewed the apprenticeship program and its associated data for the current reporting period.¹¹ Ms. Swinson stated that 84 apprentices were employed and worked 39,617.75 hours, or 26.76% of the total contract hours worked.¹² Next, Ms. Swinson detailed the disadvantaged worker ordinance requirements and the associated data for the reporting period.¹³ Ms. Swinson stated that 116 disadvantaged workers were hired, totaling 378,782.96 hours, or 53.22% of the total project hours.¹⁴ Ms. Swinson highlighted a significant increase in data for disadvantaged workers compared to last year.

⁹ Capital appreciation (increases in market value) policy has a 110% of floor threshold, which triggers a 50/50 split where 50% of the appreciation is liquidated and transferred to the Water Cost Operating Fund, with the remaining 50% stays in the fund, and resets the 110% threshold.

¹⁰ For comparison, during the previous reporting year there were 20 contracts totaling \$94,459,202.42, with 161,701.23 project hours.

¹¹ City Code, Sec. 2-261 – 2-264 (Apprentices) requires prime contractors to employ apprentices to perform 15% of the work on major construction projects of \$1 million or more. An apprentice is a person who is enrolled in an apprenticeship program registered with the State of Florida Department of Education, or after review by City staff, could mean a person participating in a company-sponsored training program, on-the-job training program, or an industry certification program.

¹² For comparison, during the previous reporting period there were 88 apprentices were hired and worked 30,275.25 hours, or 18.72% of the total contract hours worked.

¹³ City Code Sec. 2-268 – 2-270 (Disadvantaged Workers) requires contractors to employ disadvantaged workers to perform 15% of the work hours on construction projects of \$1 million or more. "Disadvantaged worker" means (i) a person who has a criminal record, (ii) a veteran, (iii) a resident of the South St. Petersburg Community Redevelopment Area (iv) a person who is homeless, (v) a person without a GED or high school diploma, (vi) a person who is a custodial single parent, (vii) a person who is emancipated from the foster care system, or (viii) a person who has received public assistance benefits within the 12 months preceding employment by the prime contractor or subcontractor.

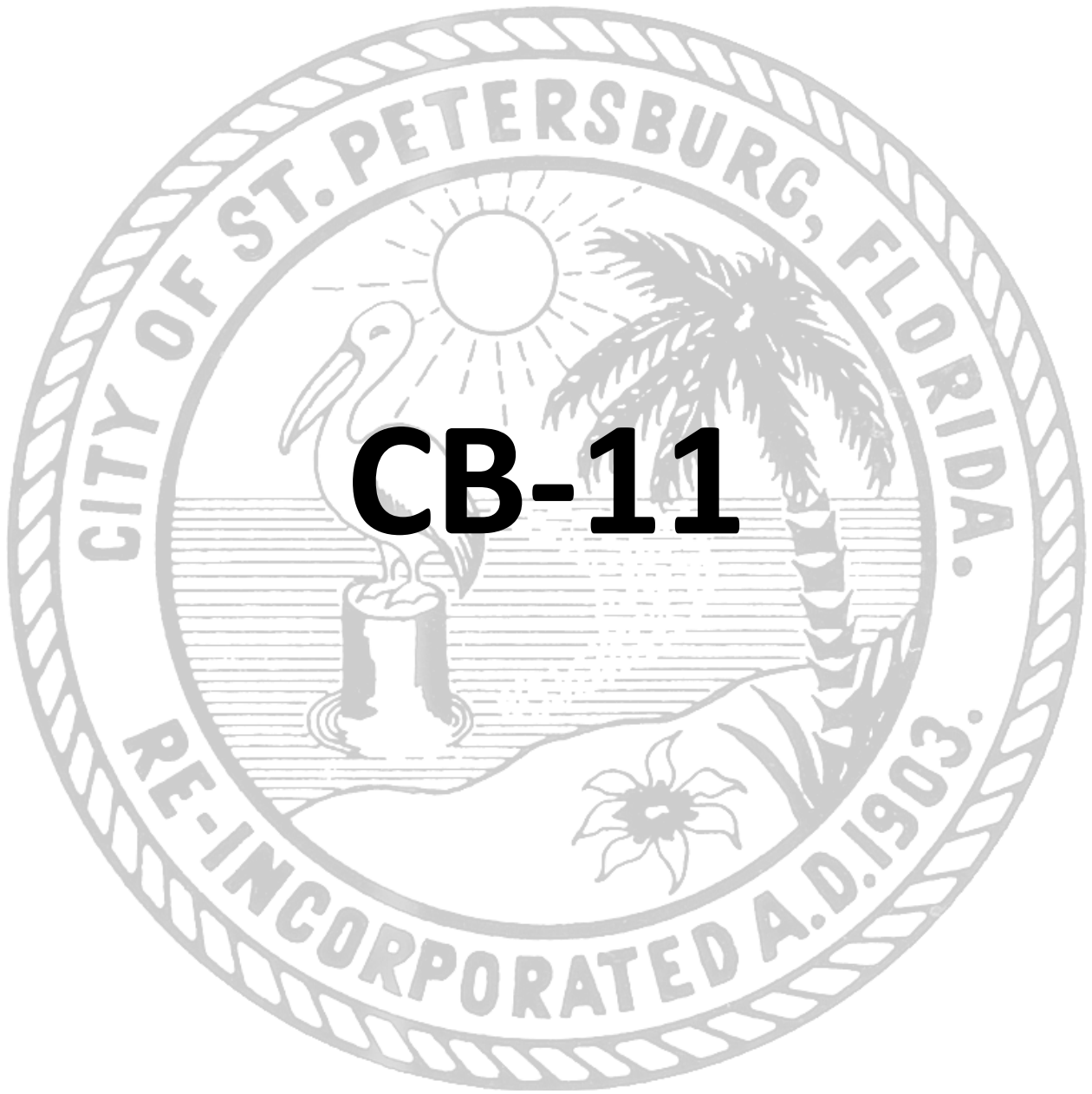
¹⁴ For comparison, during the previous reporting period there were 91 disadvantaged workers were hired, totaling 30,564.75 hours, or 18.9% of the total project hours

Ms. Swinson provided several operational updates, including the newly established Office of Supplier Diversity within the procurement department, which will assist the Contracts Compliance division and its heavy workload.¹⁵ Ms. Swinson emphasized that the additional assistance provided by the Office of Supplier Diversity will help to improve the program's success through outreach and monitoring.

CM Montanari adjourned the meeting at 11:50 AM.

¹⁵ The Contracts Compliance Division of the Procurement and Supply Management Department is responsible for monitoring the Apprentice and Disadvantaged Worker programs, as well as the Living and Responsible Wage programs.

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Meeting Minutes (October 27, 2022)
Please scroll down to view the backup material.



CB-11

City of St. Petersburg
Public Services & Infrastructure Committee
October 27, 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, Assistant City Administrator Tome Greene, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Michael Dema, Planning and Development Services Director Liz Abernethy, Building Official Manager Donald Tyre, Zoning Official Manager Corey Malyszka, Codes Compliance Assistance Director Joe Waugh, and Assistant 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. **Approval of September 22, 2022, Minutes** – CM Lisset Hanewicz motioned for approval. All voted in favor.
4. **New Business – October 27, 2022**

A discussion with Planning & Development on the process of residential permits-per dept-for construction, i.e. driveways, fences, and privacy walls from application to final inspection. – *Liz Abernethy, Planning and Development Services Director, and Corey Malyszka, Zoning Official Manager*

Council Member Figgs-Sanders introduced her new business item submitted to gain clarification of codes as it relates to fencing, walls, and driveways.

Zoning Official Manager Corey Malyszka provided an overview relating to the permit and planning process for walls and driveways. Mr. Malyszka explained that residential fencing does not require a permit, this would only be for a wall, or if a fence had columns or a footer however commercial properties always require a permit for both fences and walls, and waterfront properties have different restrictions for height. Mr. Malyszka continued explaining the permit process for driveways that are City right-of-way he noted that County or State right-of-way would have to retrieve a permit from either the County or State. If a driveway is proposed off an alleyway, there is no permit required, but if the driveway doesn't encroach into a public right-of-way, it stops at the right-of-way line. Mr. Malyszka also mentioned that 728 residential permits were issued for driveways.

Consideration of an amendment to City Code Section 16.40.040 regarding Fence, Wall, and Hedge Regulations on properties with more than 150 linear feet of street frontage. – *Liz Abernethy, Planning and Development Services Director, and Corey Malyszka, Zoning Official Manager*

Zoning Official Manager Corey Malyszka provided an overview of fence, wall, and hedge requirements on property specifically that are over 150 feet in width or greater. The code permits a six-foot fence or wall that is landscaped 150 linear feet or greater of frontage. Mr. Malyszka concluded that the landscaping requirement is dependent on if a wall is opaque or transparent and what's considered a decorative wall is a masonry wall with a stucco finish or other natural materials such as veneers, brick, or stone. A decorative fence would be a PVC fence material wrought iron aluminum picket.

Planning and Development Services Director Liz Abernethy added that research was done to determine how many residents have these types of fences and walls and whether there should be modifications to the design standards code for fences or walls that are six feet tall.

Council Member Figgs-Sanders asked if the current City code could be changed to show clarity in determining heights of a landscape not permitted to block an existing view in a neighborhood, specifically in front yards.

Council Member Copley Gerdes asked if the height requirement was lowered could residents still add shrubbery to increase the height of their fence.

Assistant City Attorney Michael Dema explained that the city code prevents large fences from being installed restricting waterfront views.

Committee Chair Montanari expressed concern about approaching the problem if only one property is impacted.

Council Member Figgs-Sanders asked for further consideration of clarifying the current City code. Council Member Montanari and Council Member Gerdes both agreed to discuss with residents in their districts before bringing the item back before a committee to discuss further.

Ms. Abernethy stated staff's preference may be to take up the item with Land Development Regulations (LDRs) and possibly request a Committee of the Whole meeting mid-next year after neighborhood outreach has been conducted.

Discussion on a local technical amendment to require inspections of buildings three (3) stories or higher of a certain age. – *Liz Abernethy, Planning and Development Services Director, and Donald Tyre, Planning and Development Services Building Official Manager*

Planning and Development Services Building Official Manager Donald Tyre provided an overview of Florida Senate Bill 4-D- Existing Building Recertification Program for Condo and Co-op Buildings three or more stories. The bill requires 30-year buildings three stories or more or 25-year buildings within three miles of the coastline to be recertified or have milestone inspections for their main structures. Mr. Tyre shared that the majority of the City is within a three-mile range of the inspection requirements with a recommendation to move forward with a local ordinance or technical amendment to modify the state requirements to a 25-year requirement for inspections. Mr. Tyre also provided a timeline for the implementation of Senate Bill 4-D and condo associations' Department of Business and Professional Registration information with an implementation due date to occur in 2024.

Ms. Abernethy added that clarification, tweaks, or local amendments may occur in the next legislative session and those changes would be brought back to the committee with its adoption in the fall before the end of the year 2023.

Council Member Gerdes asked if the codes department had the bandwidth to handle the projects. Mr. Waugh explained that discussions have not begun. Ms. Abernethy added that the local technical amendment would address the bandwidth possibly for the 2024 budget.

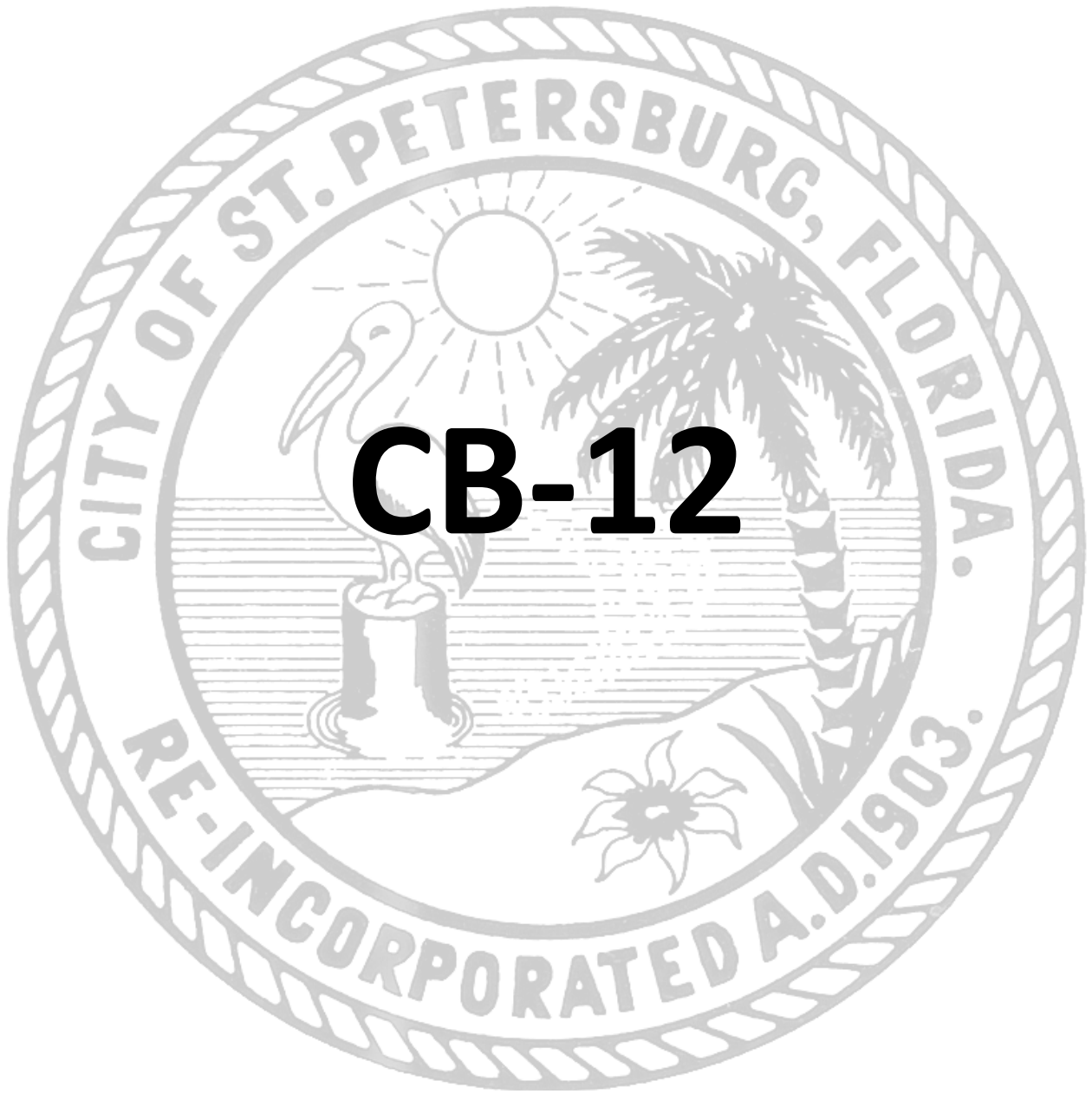
Council Member Figgs-Sanders asked if residents impacted could be informed of the initiatives. Ms. Abernethy stated that the community outreach component will appear on the work plan for next year.

Council Chair Driscoll asked about how condominium associations would be notified. Mr. Tyre suggested having published dates and virtual meetings available for multiple condominium associations rather than trying to meet individually with all condominium associations. Chair Driscoll inquired what the average cost of the phase two inspections would be and if three stories are considered residential units or buildings. In response, Mr. Tyre explained that repair costs could vary, and the Senate Bill references a three-story building.

Council Member Montanari asked if there has been communication with the 251 affected buildings. Mr. Tyre responded that communication is intended to go out next year. Council Member Montanari expressed the need for a one-on-one meeting to discuss costs and how communication with the affected buildings would occur. Ms. Abernethy added that any proposed bills associated would be monitored over the spring and into the next legislative session.

CM Montanari adjourned the meeting at 10:45 AM.

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Meeting Minutes (December 8, 2022)
Please scroll down to view the backup material.



CB-12

City of St. Petersburg
Public Services & Infrastructure Committee
December 8, 2022, Meeting Minutes
City Hall, Room 100

Present: Committee Chair Ed Montanari, Committee Vice-Chair Deborah Figgs-Sanders, Council Member Lisset Hanewicz, and Council Member John Muhammad (Alternate)

Absent: None

Also Present: Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Public Works Administrator Claude Tankersley, Public Works Services Manager Angela Miller, and Assistant City Clerk Patricia Beliveau

Support Staff: Daphney Ivory – City Council Legislative Aide

1. **Call to Order** – 9:25 AM
2. **Approval of Agenda** – CM Figgs-Sanders motioned for approval. All voted in favor.
3. **New Business – December 8, 2022**

Update on the Citywide Capital Asset Management Program (“CAMP”) (Previously the “City’s Facility Maintenance Plan”) – *Claude Tankersley, Public Works Administrator, and Angela Miller, Public Works Services Manager*

Public Works Administrator Claude Tankersley began explaining that the item was brought forward by former Council Member Amy Foster in 2018 to discuss City facilities maintenance. Mr. Tankersley continued providing background information about the Capital Asset Management Program (CAMP) and its concept and agreed to meet with committee members individually or return to the committee for further discussion.

Public Works Services Manager Angela Miller provided background information on the Strategic Asset Management Plan (SAMP). Ms. Miller shared that Jacobs Engineering; and a Canadian group of residents are assisting with the implementation of the plan together with supporting departments. Kicking off a few months ago, four distinct asset groups were established and completed the first major task, which was maturity assessment. Ms. Miller continued explaining four additional work sessions with each of the groups will occur to look at strategic goals and objectives on how to combine the information into a consistent message with a possible completion date in April 2023.

Mr. Tankersley added that several systems are currently in place, such as Oracle and Geographic Inventory System (GIS). Work order Asset monitoring Condition System (WACS) and Project Management Information System (PMIS) are in the process of implementation, possibly going live in the first or early second quarter of the year 2023.

Council Member Hanewicz inquired when the City’s infrastructure was built and if the pipes were that old. Mr. Tankersley responded the City’s infrastructure was built in the 1940s, 1950s, and 1960s and yes, some water, sewage, and drainage pipes are over 100 years old. Council Member Hanewicz asked if there is a policy to redirect funds for emergencies. Mr. Tankersley was not aware of City-wide funding for emergencies.

Council Member Hanewicz asked how Asset Management would be developed. In response, Mr. Tankersley answered the Asset Management office would guide the departments that own an asset.

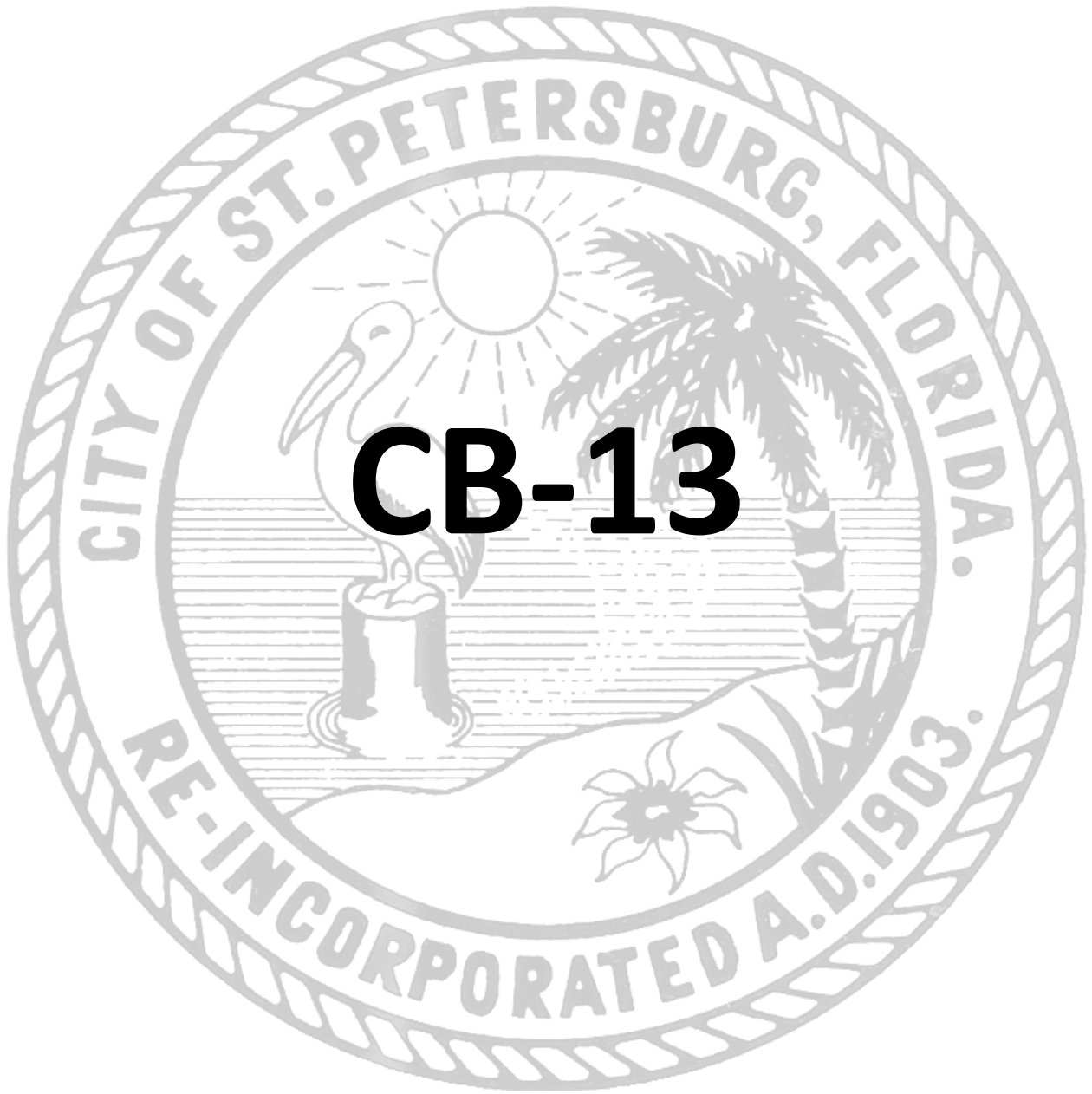
Council Member Figgs-Sanders questioned if there is a comprehensive list of all the City assets that can be distributed. Mr. Tankersley stated several lists that can be distributed. Council Member Figgs-Sanders inquired if SeeClickFix is included in the assessment. Mr. Tankersley noted that SeeClickFix would be included in the WACS system implementation.

Committee Chair Montanari questioned how limited resources are prioritized to maintain and improve assets already in place and at what level, manager, or director would the office be managed. Mr. Tankersley shared that the model community is at a director level. Council Member Montanari inquired whether there would be a grading system for the level of assets. Mr. Tankersley shared that there is a specific scoring system for the different assets.

Assistant City Administrator Tom Greene thanked Mr. Tankersley and Ms. Miller for their great work and shared that the City is investing \$26 million of Penny Funds next year in the Infrastructure Capital Improvement Fund, \$9 million of which strictly covers underground pipes. This same fund will also cover other infrastructure projects such as bridges, streets, roads, and sidewalks. Mr. Tankersley added that those investments are around \$100 million or more every year.

CM Montanari adjourned the meeting at 10:12 AM.

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation
Committee Minutes (January 12, 2023)
Please scroll down to view the backup material.



CB-13

City of St. Petersburg
Budget, Finance and Taxation Committee
January 12, 2023 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Copley Gerdes, Committee Vice-Chair Deborah Figgs-Sanders, Council Member Ed Montanari, Council Member Richie Floyd, and Council Member Lisset Hanewicz (Alternate)

Absent: None

Also Present: Council Member Gina Driscoll, Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Heather Judd, Parks and Field Operations Superintendent Bryan Eichler, and Deputy City Clerk Paul Traci.

Support Staff: Jayne Ohlman – Senior Legislative Aide

1. Call to Order – 10:50 AM

2. Approval of Agenda – CM Gerdes motioned for approval. All voted in favor.

3. Approval of December 8, 2022 Minutes – CM Gerdes motioned for approval. All voted in favor.

4. Selection of Committee Chair and Vice-Chair – Council Vice-Chair Deborah Figgs-Sanders nominated Council Member Copley Gerdes for committee chair. All members voted in favor. Council Member Richie Floyd nominated Council Vice-Chair Deborah Figgs-Sanders for committee vice-chair. All members voted in favor.

5. New Business – January 12, 2023

A Discussion Regarding an Allocation from the Downtown Open Space Fund for Improvements to the Historic Bandshell at Williams Park – *Bryan Eichler, Parks and Field Operations Superintendent*

Council Member Gina Driscoll began with an overview of her funding request for the Williams Park bandshell improvements project. CM Driscoll noted that the funding request aligns with the newly created procedure for requesting and allocating funds from the Downtown Open Space Fund.¹ CM Driscoll emphasized that a revitalization project is long overdue and necessary to maintain the historic structure. CM Driscoll reminded the committee that the FY 2023 budget included \$300,000 for repairs.

Parks and Field Operations Superintendent Bryan Eichler briefed the committee on the bandshell's current condition, including the growing number of maintenance issues associated with the structure's upkeep. Mr. Eichler also detailed the project's cost estimates, most of which will go toward the roof replacement.² Currently, the roof is comprised of green plastic panels covering the bandshell's 3,800 sq/ft stage area. Mr. Eichler explained that after 25 years, the roof's condition has significantly deteriorated due to environmental exposure, and the next step is to replace the roof with hurricane-resistant glass panels. The estimated cost to replace the roof is \$450,000, with approximately \$300,000 for exterior repairs and \$150,000 for interior repairs. Next, Mr. Eichler explained that along with modernizing the structure to serve the community better, the upgrades would bring the facility into compliance with the Americans with Disabilities Act (ADA) requirements. Lastly, Mr. Eichler highlighted several ancillary benefits associated with a revitalized bandshell, including a potential local

¹ City Code Section 16.20.120.7.3

² The cost estimates for the project are categorized as either maintenance or upgrade costs.

historic landmark designation status and reducing the strain on the Downtown waterfront parks by hosting more medium-scale events at Williams Park.

Committee Vice-Chair Deborah Figgs-Sanders inquired if an increase in events at Williams Park would create a parking issue in the surrounding area. Mr. Eichler responded that Williams Park is not a location where residents anticipate having a "front-row" parking spot; therefore, he does not expect issues with increased events.

Council Member Hanewicz asked if the process for a historic designation has started or if the City will wait until after the improvement project. Mr. Eichler responded that the bandshell is eligible for a local designation; however, the plan is to perform the repairs and upgrades before pursuing the landmark status. CM Driscoll added that for her, the potential historic designation has been closely tethered to the revitalization project from the beginning and remains a priority.

In referencing the cost estimates, Council Member Montanari asked when the numbers were calculated and if the estimates were up to date. Mr. Eichler responded that the estimates were initially compiled in 2020 and have been updated since. CM Montanari noted that the sound system and electrical improvements estimate is lower than expected and asked Mr. Eichler to explain the cost assumptions. Mr. Eichler explained that the estimate is accurate, specifically for the sound system element, since the improvements are for acoustic apparatuses rather than sound system equipment.

Council Member Floyd asked if the City Administration supports the project and the use of the open space funds. Assistant City Administrator Tom Greene responded that the Administration supports the project and the use of funds, noting that the allocation from the fund is ultimately the City Council's decision. Mr. Greene added that the current balance of the open space fund is \$889,902.

CM Montanari motioned to recommend an appropriation from the Downtown Open Space Fund for \$850,000 for the Williams Park Bandshell Project. All members voted in favor.

Review of the Committee's Pending and Continuing Referral List

Committee Chair Gerdes noted that many referral items are required to be heard by the BF&T committee by either resolutions or ordinances. CM Figgs-Sanders motioned to move the referral item regarding a "ban the box" policy from the BFT referral list to the Economic and Workforce Development (EWD) referral list. All members voted in favor. Next, on CM Driscoll's recommendation, CM Montanari motioned to remove the referral item regarding funding non-utility infrastructure projects from the BFT referral list. All members voted in favor.

CM Gerdes adjourned the meeting at 11:34 AM.