



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 27, 2020
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations

a. Overview by the Red Cross on community involvement and awareness.

Shayra Rosario, Executive Assistant to Eric Corliss, Regional CEO, American Red Cross of Central Florida will provide information and awareness to the Commission on community involvement and activities.

2. Changes to the Agenda

3. Audience Comments - Comments shall be limited to 3 minutes per person

4. Consent

a. October 13 and October 20 Minutes

b. Re-Appointment of Tim McLean to the General Employee Pension Board

5. Action Items

a. Update to Personnel Rules and Regulations

Update to Section 16.07 Unused Paid Time Off.

Action Request: Motion to amend the Personnel Rules and Regulations as presented.

b. Discussion of November and December Commission Meeting Schedule

Section 3.08 of the City Charter states that the City Commission shall meet regularly at least twice in every month. The second meeting in November is the Tuesday before the

Thanksgiving Holiday and the second meeting in December is the Tuesday before the Christmas Holiday. Staff is proposing that the second meeting in November be conducted on Tuesday, November 17 and the schedule for the December meetings be changed to Tuesday December 1 and Tuesday December 8.

Action Request: Motion to schedule the November Commission Meetings as November 10 and November 17 at 6:00 p.m. in the Commission Chambers and the December Commission Meetings to December 1 and 8 at 6:00 p.m. in the Commission Chambers.

Resolutions

a. Resolution 2020-32 Don CeSar Entrance Wall Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HHR ST.PETE, LLC ("DON CESAR"); AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2020-32.

b. Resolution 2020-55 State of Local Emergency

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

Action Request: Motion to adopt Resolution 2020-55.

7. Items for Discussion

a. Parklet Program

The City of St Pete Beach's Pilot Parklet Program focuses on conversion of on-street parking spaces into publicly accessible open space on a temporary basis. The program provides a way for merchants to take individual actions in the development and beautification of the City's public spaces.

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

9. Adjournment

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

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

DRAFT
City Commission Meeting
October 13, 2020
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Al Johnson, Mayor
Doug Izzo, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Graus, Commissioner, District 1
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Mike Clarke, Public Works Director
Michelle Gonzalez, Parking and Transportation Director
Jennifer McMahon, Parks and Recreation Director
Vince Tenaglia, Assistant City Manager

Mayor Johnson called the meeting to order 6:00 p.m. followed by the Pledge of Allegiance

1. PRESENTATIONS

• **Patrick Sullivan's Eagle Scout Project**

Jennifer McMahon, Parks and Recreation Director, introduced Patrick Sullivan. Patrick Sullivan is an Eagle Scout with Troop 209 and is proposing to conduct a water safety project along Pass-A-Grille Beach. He has worked with City staff to evolve the project into the installation of throw bags along the dunes that will be posted on an 8-foot pole. The Commission appreciated Mr. Sullivan's tenacity and looks forward to the project moving along.

• **Check Presentation to the St. Pete Beach Community Center from the St.**

Pete Beach Classic Race

Mimi Chavin, Race Coordinator, presented a check for \$2,000.00 to the St. Pete Beach Community Center. The donation is possible through the success of the 2020 race in the community. The St. Pete Beach Classic was also able to donate \$2,000.00 to the Sea Turtle Trackers this year. Due to COVID-19, the St. Pete Beach Classic for 2021 has been cancelled.

2. CHANGES TO THE AGENDA

Vince Tenaglia, Assistant City Manager, requested that items 6A and 7A be moved to approval after the Consent Agenda.

3. Audience Comments

Mark Grill, resident, discussed the paving schedule and opined that a better schedule should be adopted City wide. Mayor and Commission respected Mr. Grill's comments and suggested he make time to meet with Mike Clarke, Public Works Director, to discuss paving issues, the City's plan, and plans moving forward.

4. CONSENT

- a. Minutes: September 22, September 28, and October 6
- b. Holiday Banner over 75th Ave
- c. TLC Diversified LS 7 Construction Approval
- d. Rowland FM 16 Construction Approval

e. Rowland FM 9 Construction Approval

Motion: Commissioner Friszolowski moved, Vice Mayor Izzo seconded, and the motion carried 5-0 to approve the October 13, 2020 Consent Agenda as presented by the City Manager.

6.a. Public Hearing Ordinance 2020-19 Wastewater Refunding Bond:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,200,000 IN AGGREGATE PRINCIPAL AMOUNT OF A WASTEWATER UTILITY SYSTEM REFUNDING REVENUE BOND, SERIES 2020 OF THE CITY OF ST. PETE BEACH, FLORIDA TO REFUND ALL OF THE OUTSTANDING CITY OF ST. PETE BEACH, FLORIDA WASTEWATER UTILITY SYSTEM REVENUE BOND, SERIES 2015 IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS; PLEDGING THE HEREIN DESCRIBED PLEDGED FUNDS TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH SERIES 2020 BOND; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BOND; AND PROVIDING AN EFFECTIVE DATE.

Mayor Johnson opened the public hearing and closed the public hearing after hearing no public comments.

Mr. Tenaglia explained that this Ordinance is for the approval of refinancing of the 2015 Bond with a fixed interest rate of 1.89 percent. There is no extension of the maturation date of 2035. The City will save an estimated amount of \$672,327 over the remaining life of the Bond.

Motion: Vice Mayor Izzo moved, Commissioner Pletcher seconded, and the motion carried 5-0 to adopt Ordinance 2020-19.

7. a. Resolution 2020-39 Wastewater Bond

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 2015-05; AUTHORIZING THE REFUNDING OF THE CITY OF ST. PETE BEACH, FLORIDA WASTEWATER UTILITY SYSTEM REVENUE BOND, SERIES 2015, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,200,000 IN PRINCIPAL AMOUNT OF A CITY OF ST. PETE BEACH, FLORIDA WASTEWATER UTILITY SYSTEM REFUNDING REVENUE BOND, SERIES 2020, IN ORDER TO REFUND SUCH SERIES 2015 BOND; AUTHORIZING A NEGOTIATED SALE OF SAID BOND PURSUANT TO THE PROPOSAL OF TRUIST BANK; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BOND AND DELEGATING CERTAIN AUTHORITY TO THE MAYOR, THE CITY MANAGER AND OTHER OFFICIALS IN CONNECTION WITH THE APPROVAL OF OTHER TERMS AND DETAILS OF SAID BOND; AND PROVIDING AN EFFECTIVE DATE.

This item is a companion to the above adopted Ordinance and authorizes the specific loan agreement with Truist Bank.

Motion: Commissioner Graus moved, Vice Mayor Izzo seconded, and the motion carried 5-0 to adopt Resolution 2020-39.

5. ACTION ITEMS

a. Kimley-Horn I&I Task Order

Mr. Tenaglia stated that this Task Order is for Kimley-Horn and Associates to provide engineering services for the wastewater inflow and infiltration (I&I). Kimley-Horn has collected data from their recent cleaning component of the study and have developed a prioritization of repairs to be performed over the next five years to include pipe lining, manhole rehabilitation, and point repairs.

Mike Clarke, Public Works Director, discussed the lining repairs. He discussed with Commission the paving timelines and patching throughout the City.

Motion: Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the contract with Kimley-Horn and Associates, Inc., in the amount of \$64,916.00 for FY21 Sewer Rehabilitation Services.

b. Kimley-Horn FM 8 Design Task Order

Commissioner Pletcher left the meeting at 6:55 p.m.

Motion: Vice Mayor Izzo moved, Commissioner Graus seconded, and the motion carried 4-0 to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$41,292.00 for Force Main 8 Replacement Design.

c. Clark Sales Display City Wide Holiday Decoration Proposal

Ms. McMahon discussed the attached proposal. Staff is excited to place lights for the holidays throughout the City. She has been working with Duke Energy to ensure proper power is available along Gulf Boulevard. She discussed different ideas for the holidays and would like to see the City move towards a drive through lights display in the coming years.

Motion: Commissioner Graus moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to approve the Clark Sales Display proposal in the amount of \$74,812.75.

6. ORDINANCES

b. First Read Ordinance 2020-21 Parking

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 82 ARTICLE III, ENTITLED “STOPPING, STANDING AND PARKING;” AMENDING DIVISION 1- GENERALLY SECTION 82-131 – PARKING AT DON VISTA COMMUNITY CENTER; SECTION 82-132 – SPECIAL RESTRICTIONS FOR BUSES AND TAXICABS; REMOVING SECTION 82-133 – PARKING ON UNIMPROVED PROPERTY; AMENDING SECTION 82-134 – PARKING WITHIN MARKED PARKING STALLS; SECTION 82-135 PARKING IN COMMERCIAL DISTRICT; SECTION 82-136 – PARKING OF VEHICLES ON CITY RIGHTS-OF-WAY; SECTION 82-137 – ESTABLISHMENT AND DESIGNATION OF LIMITATIONS ON PARKING WHERE SIGNS ARE OFFICIALLY POSTED; ESTABLISHING DESIGNATION OF STREETS WHERE PARKING IS PROHIBITED AT ANY TIME; SECTION 82-138 – DESIGNATION OF STREETS WHERE STOPPING, STANDING OR PARKING IS

PROHIBITED DURING CERTAIN HOURS; AMENDING SECTIONS 82-138 – 82-165 – RESERVED; DIVISION 2 - ENFORCEMENT SECTION 82-166 – VEHICLES PARKED IN VIOLATION OF REGULATIONS DEEMED NUISANCE; CONTINUOUS PARKING IN METERED OR RESTRICTED PARKING SPACES; SECTION 82-167 — NOTICE ON ILLEGALLY PARKED VEHICLE; SECTION 82-168 – ADMINISTRATIVE APPEALS; SECTION 82-169 — EVIDENTIARY PRESUMPTION; SECTION 82-170 PARKING VIOLATION HEARINGS; SECTION 82-171 — NOTICE OF EXCESSIVE PARKING VIOLATIONS TO STATE; ESTABLISHING SECTION 82-172 — FINES FOR VIOLATIONS; SECTION 82-173 PARKING VIOLATION AMNESTY PROGRAM; SECTION 82-174 - ADDITIONAL PENALTIES AND ENFORCEMENT TO INCLUDE IMMOBILIZATION, IMPOUNDMENT, AND USE OF A COLLECTION AGENCY; SECTION 82-175 — IMMOBILIZATION OR IMPOUNDMENT OF VEHICLES; SECTION 82-176 — RELEASE OF IMMOBILIZED OR IMPOUNDED VEHICLE; AMENDING SECTIONS 82-177 – 82-200 – RESERVED; DIVISION 3 — METERED PARKING SECTION 82-201 — TIME LIMITS; SECTION 82-202 — PARKING DECALS AND PARKING PERMITS; REMOVING SECTION 82-203 – PARKING PERMITS; AMENDING SECTION 82-205 — RATES GENERALLY; SECTION 82-206 — DEFACING OR INJURING METERS; ESTABLISHING SECTION 82-209 — ESTABLISHMENT OF EXCLUSIVE MOBILE PAYMENT ZONES; SECTION 82-210 LEASING OF METERED PARKING SPACES TO BUSINESSES; SECTION 82-211 PUBLIC-PRIVATE JOINT USE PARKING AGREEMENTS; AMENDING SECTIONS 82-212 – 82-235 – RESERVED; DIVISION 4 — RESIDENTIAL PARKING PERMITS SECTION 82-239 — DESIGNATION OF CONTROLLED PARKING RESIDENTIAL AREAS; SECTION 82-240 — ELIGIBILITY AND CRITERIA FOR ESTABLISHMENT OF CONTROLLED PARKING RESIDENTIAL AREAS; SECTION 82-242 — SPECIAL PARKING PERMITS; SECTION 82-243 — PRIVILEGES AND RESTRICTIONS ON PERMITS; SECTION 82-244 – RESIDENTIAL PARKING PERMITS; REMOVING SECTION 82-245 “C” RESIDENTIAL PARKING PERMITS; DIVISION 5 — GENERAL PARKING PERMITS AMENDING SECTION 82-260 — METERED AND NONMETERED PARKING SPACE PERMITS; RENUMBERING SECTIONS ACCORDINGLY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Ms. Gonzalez made a presentation to the Commission regarding this Ordinance and the two Ordinances that follow. The Presentation discussed:

- Timeline
- Public comment period opened for three weeks
- Individual Commission meetings
- Parking rate
 - Daily Rate
 - Boat Rate
 - Holiday Rate
 - Fines
- Parking Permits
 - Residential
 - Business
 - Temporary
 - Government
- Changes to rules for Parking
- Towing
- Fees

- Metered Fees
- Cost of Permits
- Fines
- Appeal Process

A copy of the presentation is made a part of the minutes.

Motion: Vice Mayor Izzo moved, Commissioner Graus seconded, and the motion carried 4-0 to approve the first reading of Ordinance 2020-21.

c. First Reading Ordinance 2020-22 Vehicle Impoundment

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 82 ARTICLE IV RELATING TO IMPOUNDMENT OF CERTAIN VEHICLES ON PUBLIC PROPERTY OR RIGHT-OF-WAYS; AMENDING SECTION 82-271 - AUTHORIZED; REMOVING SECTION 82-272 – NOTICE, SECTION 82-273 – FEES, AND SECTION 82-274 – RELEASE; AMENDING SECTION 82-272 – 82-300 – RESERVED; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Ms. Gonzalez made a presentation for this item during Ordinance 2020-21.

Motion: Commissioner Friszolowski moved, Vice Mayor Izzo seconded, and the motion carried 4-0 to approve the first reading of Ordinance 2020-22.

d. First Reading Ordinance 2020-23 Appendix A Revisions

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING, DELETING, AND ESTABLISHING FEES AND CHARGES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Ms. Gonzalez made a presentation for this item during Ordinance 2020-21.

Motion: Vice Mayor Izzo moved, Commissioner Graus seconded, and the motion carried 4-0 to approve the first reading of Ordinance 2020-23.

7. Resolutions

b. Resolution 2020-53 State of Local Emergency Renewal

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

Motion: Commissioner Graus moved, Vice Mayor Izzo seconded, and the motion carried 4-0 to adopt Resolution 2020-53.

8. Items for Discussion

No other items were discussed.

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

MRS. LAROWE, CITY CLERK—informed the Commission that a new employee started on Monday in the Clerk’s Office. Her name is Ariana Wilson and she took over as the Administrative Assistant for the Clerk’s Office. Keri Ferenc-Nelson is now in the position as the City’s Human Resources Administrator. Mrs. LaRowe encouraged the Commission to stop in and say hi when they are in City Hall.

COMMISSIONER FRISZOLOWSKI— “Go Rays!”

VICE MAYOR IZZO—stated he is glad to be back to meeting in Chambers for Commission Meetings.

COMMISSIONER GRAUS—is also glad to be back in Chambers for meetings.

MAYOR JOHNSON—attended the Corey Avenue Sunday Market this past Sunday. He escorted Congressman Crist and State Representative Jennifer Webb around the Market; it was well attended.

He also reminded the Commissioners to attend the webinar tomorrow for the required four hours ethics seminar. It begins at 10:00 a.m.

Mayor Johnson adjourned the meeting at 7:32 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
Special City Commission Meeting—VIRTUAL
October 20, 2020
6:00 p.m.

This Commission Meeting was conducted utilizing Communications Media Technology in accordance with the Governor's Executive Order.

ELECTED OFFICIALS PRESENT:

Al Johnson, Mayor

Doug Izzo, Vice Mayor, Commissioner, District 2—(entered meeting at 6:03 p.m.)

Ward Friszolowski, Commissioner, District 3

Chris Graus, Commissioner, District 1

Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager

Amber LaRowe, City Clerk

Mayor Johnson called the meeting to order at 6:02 p.m. followed by the Pledge of Allegiance

1. CHANGES TO THE AGENDA

No changes.

2. PUBLIC COMMENTS

No Comments.

3. RESOLUTION 2020-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

Motion: **Commissioner Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to adopt Resolution 2020-54.**

4. ITEMS FOR DISCUSSION

No discussion.

5. REPORTS: CITY CLERK, CITY MANAGER, CITY ATTORNEY, ELECTED OFFICIALS:

Everyone wished the Tampa Bay Rays good luck in the World Series!

Mayor Johnson adjourned the meeting at 6:07 p.m.

MINUTES APPROVED:

AMBER M. LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

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

Issue Considered: **Re-Appointment of Tim McLean to the General Employee Pension Board**

Date: October 27, 2020

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Mr. Tim McLean was appointed to the General Employees' Pension Board of Trustees in October 2018 for a two-year term. His term has expired and he has requested to serve another two-year term for the Board.

Funding:

Requested Motion: **Action Request: Motion to appoint Mr. Tim McLean to the General Employees' General Pension Board of Trustee for a term of two years, beginning October 27, 2020.**

Attachments: 1. Tim McLean Re-Appointment to the General Empty Pension Board

**CITIZEN TALENT BANK APPLICATION
CITY OF ST. PETE BEACH**

If you are interested in serving the City either as a Board or Committee member, a poll worker or a volunteer, please select any of the following options. You MUST be a city resident in order to serve as a Board or Committee member.

If you need information on voter registration, please call: 727-464-3551

My preferences are:

☐ Beach Stewardship Committee	☐ Historic Preservation Board
☐ Board of Adjustment	☐ Library Advisory Board
☐ Code Enforcement	☐ Planning Board
☐ Finance and Budget Review Committee	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☒ General Pension Board	☐ City Volunteer
☐ Election Poll Worker: Call 464-6108	☐ Hurricane Response Team

Other: _____

Explain:

Please complete the following information:

Name: Tim McLean

Street Address: 824 Boca Ciega Isle Drive
St. Pete Beach, Florida 33706

Mailing address if different from above:

Phone No. (727) 641-0126

E-mail.: tim.mclean@allstate.com

Fax No. () _____

Work No.: 727-572-6562

Please return this form to:

Rebecca C. Haynes, City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706
(727) 363-9220 Office
(727) 363-9236 Fax

Email: cityclerk@stpetebeach.org

Rebecca Haynes

From: McLean, Tim <Tim.McLean@Allstate.com>
Sent: Monday, June 18, 2018 10:50 AM
To: Rebecca Haynes
Subject: FW: Pension Board follow up

Here is a brief outline of my current role and experience for reference.

Marketing Manager – Allstate Insurance Co., 30 + years experience

- Various roles, responsibilities, and accomplishments
 - Underwriting/Risk Management
 - Product Management
 - Marketing
 - Leadership roles in all functions
- Current role includes
 - Leading employee Consultants
 - Work with 730 + Allstate Agencies in Florida
 - Managing \$1M + Marketing budget

If you need anything else, please let me know.

Thanks,

Tim

Tim McLean

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

Issue Considered: Update to Personnel Rules and Regulations

Date: October 27, 2020

Prepared By: Keri Nelson, Administrative Assistant

Through: Alex Rey, City Manager

Summary of Issue:

An update to Section 16.07 Unused PTO, of the Personnel Rules and Regulations, to allow for the conversion of PTO hours to Personal Leave hours.

Funding: n/a

Requested Motion: Request authorization to amend the Personnel Rules and Regulations as presented.

Attachments: 1. Section 16 PTO proposed amendment

SECTION 16

PAID TIME OFF (PTO) POLICY

16.01 DEFINITION

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, and injury leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason.

16.02 ELIGIBILITY AND USAGE

- A. All Regular Full-Time employees will be eligible to accrue PTO.
- B. All Regular Part Time employees will accrue PTO based on hours worked.
- C. Temporary employees are not eligible.
- D. PTO leave may be used for the following purposes (subject to approval in paragraph 16.05 below):
 - 1. Vacation leave
 - 2. Sick leave
 - 3. FMLA leave
 - 4. Personal leave for any number of reasons, such as:
 - a. Medical and dental appointments and treatment which is necessary during working hours.
 - b. Absences for personal business which cannot be conducted during off duty hours.
 - c. Holidays other than those observed by the City as official holidays.
 - d. Leave of Absence Without Pay
 - e. Military leave
 - 5. To supplement any leave for which employee is receiving compensation such as leave covered by short term disability benefits or workers compensation benefits only to the extent necessary to make up the difference in all compensation received from all sources at the employee's straight time weekly earnings or salary whichever applies.

16.03 ACCRUAL

- A. Full-time employees shall accrue PTO leave each payroll as follows:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	4.923 hours	128 hours/16 days	240 hours
60 to 119 Months	6.461 hours	168 hours/21 days	280 hours
120 + Months	8.000 hours	208 hours/26 days	320 hours

For MAPS Employees in lieu of Two additional Personal Days effective 10-1-2020

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	5.539 hours	144 hours/18 days	240 hours
60 to 119 Months	7.077 hours	184 hours/23 days	280 hours
120 + Months	8.616 hours	224 hours/28 days	320 hours

- C. Employees working twenty-four hour shifts shall accrue PTO as follows:

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	7.385 hours	192 hours	360 hours
60 to 119 Months	9.692 hours	252 hours	420 hours
120 + Months	12.000 hours	312 hours	480 hours

16.04 APPROVAL

- A. Scheduled PTO - In order to ensure effective operational scheduling PTO should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's Department Director to be for reasons beyond the control of the employee.
- B. Unscheduled PTO - In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless

prohibited from doing so for reasons determined by management to be beyond the control of the employee.

- C. When a leave is for FMLA or for an absence resulting in three (3) consecutive sick days, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.

16.05 DEPARTMENT DIRECTORS

The City Manager shall be authorized to establish different terms for use and accrual of PTO for employees covered by Section 1.02(B).

16.06 CHARGING TIME

PTO will be charged for the time the employee is away from work based on the time clock, if applicable, or in increments of not less than one-quarter (1/4) of an hour.

16.07 UNUSED PTO

- A. Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 240 hours for employees with less than 5 years of service, 280 hours for employees with more than 5 years but less than 10 years, and 320 hours for employees with more than 10 years of service. Hours in excess of these maximums at the end of the fiscal year will be forfeited. For example: An employee with 36 months (3 years) of continuous service accrues 144 hours in a fiscal year. He/she may carry over their unused balance until they reach 240 hours, excess hours over 240 are forfeited.
- B. Employees working 24 hours shifts may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours for employees with less than 5 years of service, 420 hours for employees with more than 5 years but less than 10 years, and 480 hours for employees with more than 10 years of service. Hours in excess of these maximums at the end of the fiscal year will be forfeited. For example: An employee with 36 months (3 years) of continuous service accrues 202 hours in a fiscal year. He/she may carry over their unused balance until they reach 336 hours, excess hours over 336 are forfeited.
- C. In the event of an extenuating circumstance as authorized by the immediate supervisor and the Department Director, an employee who would otherwise forfeit PTO hours at fiscal year-end may carry over up to 50% of the applicable at-risk hours, not to exceed 40 hours. The additional hours carried over will be converted to Personal Day(s) hours and are subject to the provisions of Section 15.01 of these Rules, except no payment of any

unused balance will be made to the employee and these Personal Day(s) hours must be used within the next fiscal year or will be forfeited.

For the purposes of this section extenuating circumstances include:

1. An unusual number of projects or a significant increase in workload during the fiscal year that requires the skills of the employee and the employee's devotion of time.
2. An unexpected increase in responsibilities from assuming duties of a vacant position for thirty (30) calendar days or longer in a fiscal year.
3. An emergency or natural disaster which the City requires an employee to work when the employee was scheduled for PTO and the employee cannot take the PTO by the end of the fiscal year.

16.08 PAYMENT OF UNUSED PTO

A. Payment of unused PTO at time of separation:

1. Regular Full Time employees: Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 160 hours for employees with less than 5 years of service; 200 hours for employees with more than 5 years but less than 10 years; and 240 hours for employees with more than 10 years of service.
2. Employees working 24 hour shifts: Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours for employees with less than 5 years of service; 300 hours for employees with more than 5 years but less than 10 years; and 360 hours for employees with more than 10 years of service.

B. Should an employee die while in service, any balance of unused PTO hours will be paid to the designated beneficiary listed on the form for his City provided life insurance at the same rate as employees who separate from City employment. Regular Full-time employees – see Section 16.08 A1 and employees working 24-hour shifts see 16.08 A2.

C. Payment shall be at the employee's base hourly rate at time of employment termination.

- D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of separation:
1. Use of official position for personal advantage.
 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, workers' compensation, or any other benefit.
 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment.
 5. Stealing from the City.
 6. Intentionally causing the City to be found in violation of Federal or State law.

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

Issue Considered: Discussion of November and December Commission Meeting Schedule

Date: October 27, 2020

Prepared By: Amber LaRowe, City Clerk

Through:

Summary of Issue: Section 3.08 of the City Charter states that the City Commission shall meet regularly at least twice in every month. The second meeting in November is the Tuesday before the Thanksgiving Holiday and the second meeting in December is the Tuesday before the Christmas Holiday. Staff is proposing that the second meeting in November be conducted on Tuesday, November 17 and the schedule for the December meetings be changed to Tuesday December 1 and Tuesday December 8.

Funding:

Requested Motion: I move to schedule the November Commission Meetings as November 10 and November 17 at 6:00 p.m. in the Commission Chambers and the December Commission Meetings to December 1 and 8 at 6:00 p.m. in the Commission Chambers.

Attachments:

St. Pete Beach City Commission Agenda Report

Issue Considered: Resolution 2020-32 Don CeSar Entrance Wall Agreement

Date: October 27, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: This is a request to approve Resolution 2020-32 that would authorize the City Manager to enter into an agreement with Don CeSar TRS, LLC and the City of St Pete Beach in building a wall structure and entrance sign into the City when coming in from the Bayway Bridge.

As part of the City's on-going placemaking and beautification goals set by the commission and city staff, this wall and entrance sign will enhance our city's entrance and beautify the area.

This project was brought and approved to the Board of Adjustments on July 29, 2020 for a variance to code to allow the wall to be over 4ft high.

Funding: 301-8000-590-0022

Requested Motion: I move to approve Resolution 2020-32: A Resolution for the City Manager to enter The City of St Pete Beach into an agreement with Don CeSar TRS, LLC.

Attachments:

1. SPB Resolution 2020-32 - Don Cesar
2. Don CeSar Decorative Wall Agreement - Final
3. Don CeSar TDC SCREEN WALL_REVIEW SET

RESOLUTION 2020-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HHR ST. PETE BEACH LLC (“DON CESAR”); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to improve the aesthetic appearance of the City by adding an entrance sign upon entering the city from the Bayway Bridge; and

WHEREAS, The property identified for the location of the sign is on the Don CeSar TRS, LLC property); and

WHEREAS, The city manager requests authorization to negotiate and enter into an agreement with Don CeSar TRS, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The City Commission hereby authorizes the city manger to enter into an agreement with Don CeSar TRS, LLC.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2020.

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY OF ST. PETE BEACH, FLORIDA

AGREEMENT

Decorative Wall Agreement

This agreement for a decorative wall ("Agreement") is made and entered into by and between the CITY OF ST. PETE BEACH, a Florida municipal corporation, with a principal office located at 155 Corey Avenue, St. Pete Beach, Florida 33706 ("City") and HHR ST. PETE BEACH LLC, a Foreign Limited Liability Company with a principal location of 4747 Bethesda Avenue, Suite 1300, Bethesda, Maryland 20814 ("Don CeSar"). The City and Don CeSar shall be referred to as the "Parties".

RECITALS

WHEREAS, the City desires to improve the aesthetic appearance of the entrance to the City at the intersection of Bay Way State Road 682 and Gulf Boulevard;

WHEREAS, because the City does not own adequate real property at this location, the City desires to partner with the owner of private real property to install said improvements;

WHEREAS, the City has determined that the best location for said improvements is on real property owned by the Don CeSar ("Property");

WHEREAS, the delivery, parking and utility area of the Don CeSar is located on the north side of its hotel building and west of Gulf Boulevard;

WHEREAS, the Don CeSar has determined it is in its best interest to shield this area with a Decorative Wall on its private real property;

WHEREAS, the Parties have determined that a Decorative Wall on the Don CeSar private real property would serve the needs of both Parties;

WHEREAS, due to the unique configuration of the Don CeSar's real property where the Decorative Wall is anticipated to be installed, this Don CeSar has already obtained a variance from the City's Board of Adjustment to construct the Decorative Wall; and

WHEREAS, the Parties desire to codify this Agreement to list each Parties responsibilities and to codify with more specificity how the Decorative Wall will look, where it will be located, who will build it, and who will maintain it.

NOW, THEREFORE, in consideration of the mutual promises and covenants enumerated herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Don CeSar shall abide by the legal requirements referenced above and in Exhibit A. **IF THE DON CESAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES,**

TO THE DON CESAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).

3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion.

4. Unless terminated in accordance with Section 8 of this Agreement, the decorative wall as shown on Exhibit B ("Decorative Wall") shall be built and located on private real property owned by Don CeSar as depicted in Exhibit B. At all times the Decorative Wall shall be owned, controlled, repaired and maintained solely by The Don CeSar.

5. Unless terminated in accordance with Section 8 of this Agreement, the term of this Agreement shall be for fifty (50) years and shall commence on completion of construction of the Decorative Wall and shall terminate on January 1, 2071. Upon the mutual written consent of the Parties, this Agreement may be renewed for up to two (2) additional twenty-five (25) year periods. Any renewals will be subject to the same terms and conditions of this Agreement or such other terms as agreed to at the time of renewal.

The Don CeSar shall have the right, in its sole discretion, to remove the Decorative Wall for the renovation, reconstruction or reposition ("Renovation") of the parcel of land on which it is located. If the Decorative Wall is removed ("Removal") in connection with a Renovation and not restored to a form substantially similar to that which is shown on Exhibit B, at the sole and absolute discretion of the Don CeSar, this Agreement shall automatically terminate with no further obligations by either party hereunder except that in the event a Removal occurs within the first twenty (20) years from the date of the payment of the Reimbursement by the City, Don CeSar shall pay to the City an amount equal to one/half of the City's Reimbursement. If removed, this Agreement shall automatically terminate with no further

obligations by either party hereunder and no obligation of Don CeSar to refund any amounts paid by the City pursuant to Section 5 of this Agreement, and Don CeSar shall retain any compensation paid in connection with such event, if (a) any portion of the Decorative Wall is taken by condemnation proceedings, or (b) all or any portion of the wall is damaged or destroyed by fire, accident or other casualty.

6. The City shall reimburse (“Reimbursement”) the Don CeSar for all actual costs incurred by the Don CeSar related to the Decorative Wall Project (“Project”). The Project shall include the design and construction of the Decorative Wall, signage, obtaining any and all approvals and permits required, lighting, landscaping, and utility relocation, if necessary. In no event shall the Reimbursement by the City exceed One Hundred Thousand Dollars (\$100,000). The Decorative Wall will be constructed in accordance with Exhibit B. City shall pay the Reimbursement to Don CeSar within thirty (30) days of submission of a certification from the Don CeSar that the Project has been completed in accordance with this Agreement.

7. The Don CeSar shall be responsible for repairs, maintenance, electricity, landscaping and lighting associated with the Decorative Wall, including the City Signage. This Agreement does not provide the City with any rights to enter onto the Property to repair, maintain or access the Decorative Wall.

8. The validity of this Agreement is contingent upon the Don CeSar first obtaining all necessary variance approvals and/or permits (“Approval”) for construction of the Decorative Wall from the appropriate governmental body or public agency having jurisdiction over such utilization at this location (“Public Body”). If such Approval is not secured, this Agreement will be considered null and void and automatically terminate with no further obligations by either party hereunder. Don CeSar has already obtained a height variance for the Decorative Wall pursuant to Development Order Case Number 20037 dated July 30, 2020. Nothing in this Agreement shall require or exempt Don CeSar to pursue any specific additional Approval from any Public Body. Don CeSar may reject, in its sole and absolute discretion, any conditions, requirements, contingencies or encumbrances requested by any Public Body to obtain such Approval. In the event any Approval is denied by any Public Body nothing in this Agreement shall require Don CeSar to pursue any appeals of such denial with any Public Body. If the Don CeSar desires to not proceed, the Agreement will terminate.

9. The Parties agree that Don CeSar will install signage/logos on the Decorative Wall on behalf of the City (“City Signage”) consistent with the design and in the locations identified on Exhibit B (“Signage Design”), attached hereto and made a part hereof, for the purpose of improving the aesthetic appearance of the entrance to the City. If the City desires to make any changes in the Signage Design at any time during the term of this Agreement, such changes will be subject to the prior written approval of the Don CeSar in the Don CeSar’s sole and absolute discretion.

10. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section. However, notwithstanding this, the hotel shall ensure the wall is insured.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. The City shall not assign this Agreement without the express written consent of Don CeSar which may be granted or withheld in Don CeSar's sole and absolute discretion. Don CeSar shall have the right, without the consent of the City, to assign this Agreement to (a) any lessee of the real property where the Decorative Wall is located ("Lessee"), or (b) any person who acquires the real property where the Decorative Wall is located (collectively, with a Lessee, a "Successor Owner"). Other than a Successor Owner, Don CeSar shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

12. This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.

13. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Decorative Wall Visual and Location (Exhibit "B")

14. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

15. Don CeSar hereby acknowledges that the person executing this Agreement on behalf of Don CeSar has the full authority to do so and to bind Don CeSar to the terms hereof.

16. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier, and shall be effective when properly sent and received, refused or returned undelivered, and shall be delivered to the following addresses:

As to Don CeSar:

Attn.: Michael Rock
600 Brickell Avenue, Suite 1720
Miami, FL 33131

As to City:

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

with a copy to:

Attn: General Manager
The Don CeSar Hotel
3400 Gulf Boulevard
St Pete Beach, FL 33706

17. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms.

18. This Agreement may be amended or modified only in writing signed by all Parties hereto. This

Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

19. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail transmission (e.g., in .PDF format) will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail (e.g., in .PDF format) will be deemed to be their original signatures for any purpose whatsoever.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

HHR ST. PETE BEACH LLC:

Signature: _____

By: _____

Its: _____

Date: _____

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Andrew Dickman
City Attorney

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

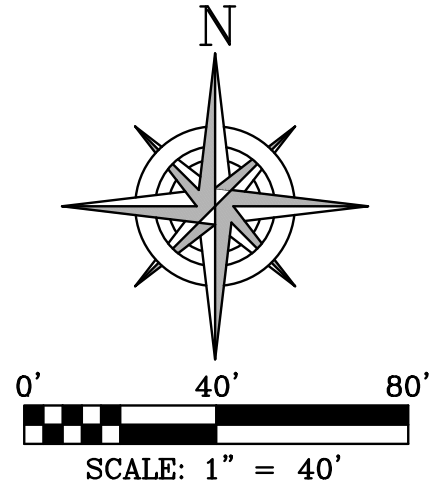
(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

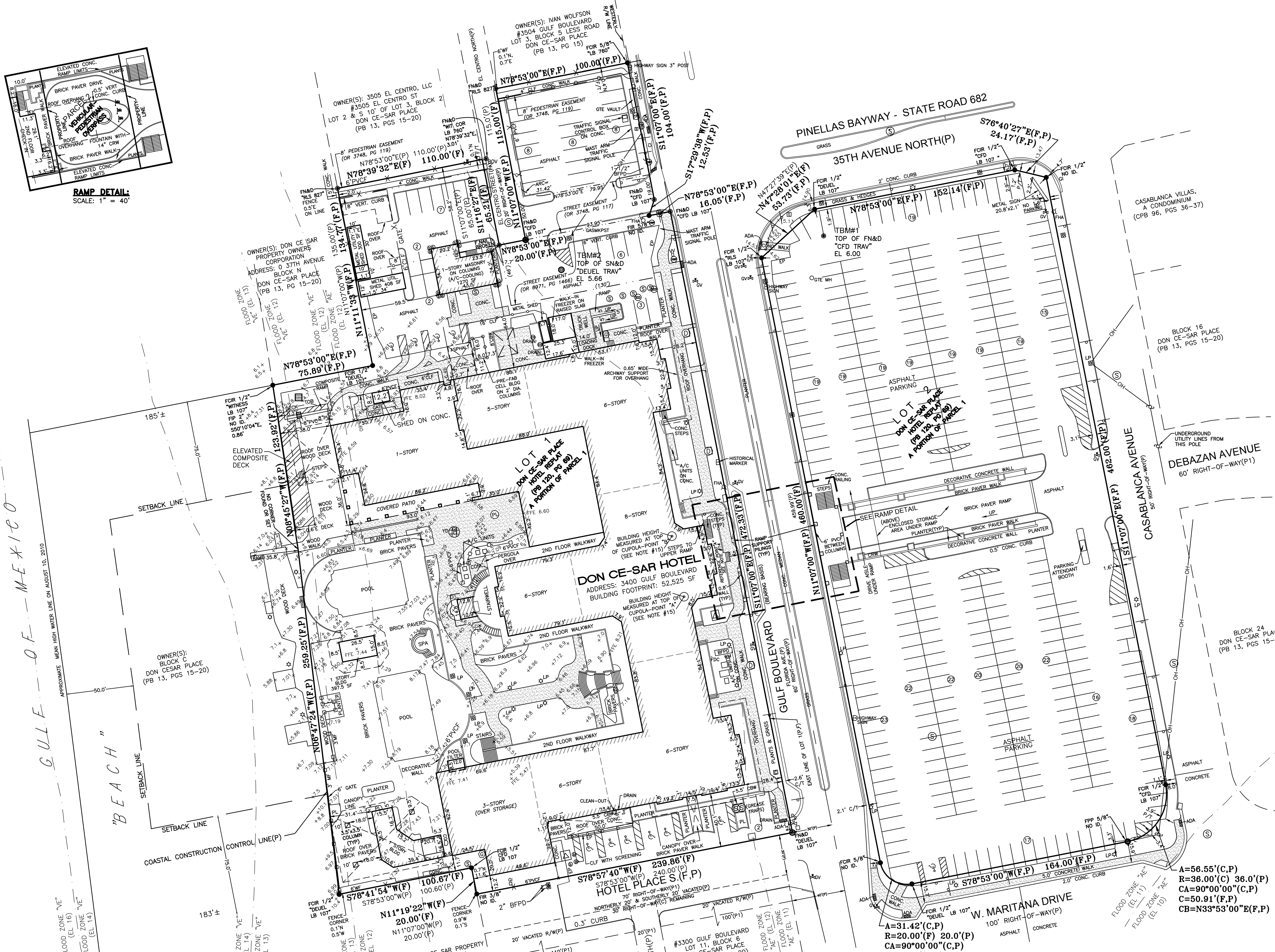
EXHIBIT “B”

Decorative Wall Visual and Location

32 of 7



LEGEND	
A	ARC LENGTH
A/C	AIR CONDITIONER
ADA	AMERICANS WITH DISABILITIES ACT
BFPD	DETECTABLE SURFACE
BLDG	BACK FLOW PREVENTION DEVICE
BOV	BLOW-OFF VALVE
C	CHORD
(C)	CALCULATED
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBW	CONCRETE BLOCK WALL
CI	CURB INLET
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CO	CLEAN OUT
CONC.	CONCRETE
(CPB)	CONDOMINIUM PLAT BOOK
C/T	CURB TIE
D/B/A	DOING BUSINESS AS
EL	ELEVATION
EP	EDGE OF PAVEMENT
(F)	FIELD
FOR	FOUND CAPPED IRON ROD
FCM	FOUND CONCRETE MONUMENT
FDC	FIRE DEPARTMENT CONNECTION
FIP	FOUND IRON PIPE
FR	FOUND IRON ROD
FND	FOUND NAIL AND DISK
FPC	FLORIDA POWER CORPORATION (NOW KNOWN AS DUKE ENERGY)
F/T	FENCE TIE
GI	GATE VALVE
GV	GATE VALVE
ID.	IDENTIFICATION
(L)	LEGAL
LB	LICENSED BUSINESS
LP	LIGHT POLE
MF	METAL FENCE
MH	MANHOLE
NGS	NATIONAL GEODETIC SURVEY
No.	NUMBER
OH	OVERHEAD WIRES
OR	OFFICIAL RECORD BOOK
ORD	ORDINANCE
(P)	PLAT BOOK 20, PAGE 69
(P1)	PLAT BOOK 13, PAGES 15-20
(PA)	PINELLAS COUNTY PROPERTY APPRAISER'S DATA BASE
PB	PLAT BOOK
PG	PAGE/FACES
PL	PLANTER
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
PVC	POLY VINYL CHLORIDE
PVCF	POLY VINYL CHLORIDE FENCE
P/T	PAVEMENT TIE
RCP	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RLS	REGISTERED LAND SURVEYOR
RNG.	RANGE
R/W	RIGHT-OF-WAY
SEC.	SECTION
SAN.	SANITARY
SCIR	SET CAPPED IRON ROD
SCO	SANITARY CLEAN-OUT
SF	SQUARE FEET
SN&D	SET PK NAIL AND DISK
SR	STATE ROAD
SW/T	SIDEWALK TIE
TOB	TOP OF BANK
TOS	TOP OF SLOPE
TYP	TYPICAL
TWP.	TOWNSHIP
UTIL.	UTILITY
VERT.	VERTICAL
VV	VERTICAL VAULT
W	WOOD FENCE
WIT COR	WITNESS CORNER
WV	WATER VALVE
SYMBOL LEGEND	
	BACK FLOW PREVENTION DEVICE
	BOLLARD
	CABLE TV BOX
	CLEANOUT
	CONCRETE LIGHT POLE
	CONCRETE MONUMENT (FOUND)
	CONCRETE MONUMENT (SET)
	CROSS WALK POLE
	ELECTRIC BOX
	ELECTRIC HAND HOLE
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT
	GAS MARKER POST (GASMKPOST)
	GAS METER
	GAS VALVE
	GRATE INLET
	GUY WIRE ANCHOR
	HANDICAP PARKING SPACE
	IRON PIPE (FOUND)
	IRON ROD (FOUND)
	IRON ROD (SET)
	IRRIGATION CONTROL VALVE
	IRRIGATION WATER VALVE
	LIFT STATION
	LIGHT POLE
	NAIL AND DISK (SET)
	NAIL & DISK (FOUND)
	PARKING SPACES
	PLANTER
	PK NAIL & DISK (SET)
	PK NAIL & DISK (FOUND)
	POWER & LIGHT POLE
	POWER/UTILITY WOOD POLE
	RECLAIMED WATER METER
	RECLAIMED WATER VALVE
	SANITARY MANHOLE
	SANITARY SEWER CLEANOUT
	SIGN
	STORM SEWER MANHOLE
	TELEPHONE PEDESTAL
	TRAFFIC SIGNAL JUNCTION BOX
	WATER METER
	WATER VALVE
	X-CUT (FOUND)
	CROSS WALK POLE
	YARD DRAIN
	CONCRETE
	BRICK



DESCRIPTION: (PER TITLE COMMITMENT REFERENCED IN NOTE #12)

PARCEL 1:
LOT 1 AND LOT 2 OF DON CE SAR PLACE HOTEL REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120 AT PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 2:
TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPLACE A VEHICULAR-PEDESTRIAN OVERPASS FACILITY ON THAT PORTION OF STATE ROAD 699 AT THE FOLLOWING LOCATION: BETWEEN MARITANA DRIVE AND 35TH AVENUE, MILE POSTS 1.740 & 1.877 AS SET FORTH IN MEMORANDUM OF AGREEMENT BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, A COMPONENT AGENCY OF THE STATE OF FLORIDA, AND BEACH RESORTS INTERNATIONAL, INC. DATED JUNE 28, 1973 AND RECORDED IN O.R. BOOK 4109, PAGE 21, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SEE SHEET 1 FOR SURVEYOR'S REPORT, DESCRIPTIONS,
CERTIFICATION AND SIGNATURE.

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

TOPOGRAPHIC SURVEY
DON CE-SAR PROPERTIES
3400 GULF BOULEVARD

PREPARED FOR:
LOEWS HOTELS
667 MADISON AVE., 6TH FLOOR
NEW YORK, NY 10065

ELIZABETH KATHLEEN MERTA
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA, LS 6113

WORK ORDER NO. 2006-199-9
DRAWN BY: EKM/MJB
FIELD DATE: 1/7/2019
SCALE: 1" = 40'
SHEET NO. 2 OF 2

GULF BOULEVARD
PRIVACY WALL

3400 GULF BLVD, ST. PETE BEACH, FL 33706

THE
DON CESAR



358 ROSWELL STREET - SUITE 1250
MARIETTA, GEORGIA 30060
p: 404-266-9604
www.designone-studio.com

ISSUE
DRAFT CHECK SET 10/19/2020

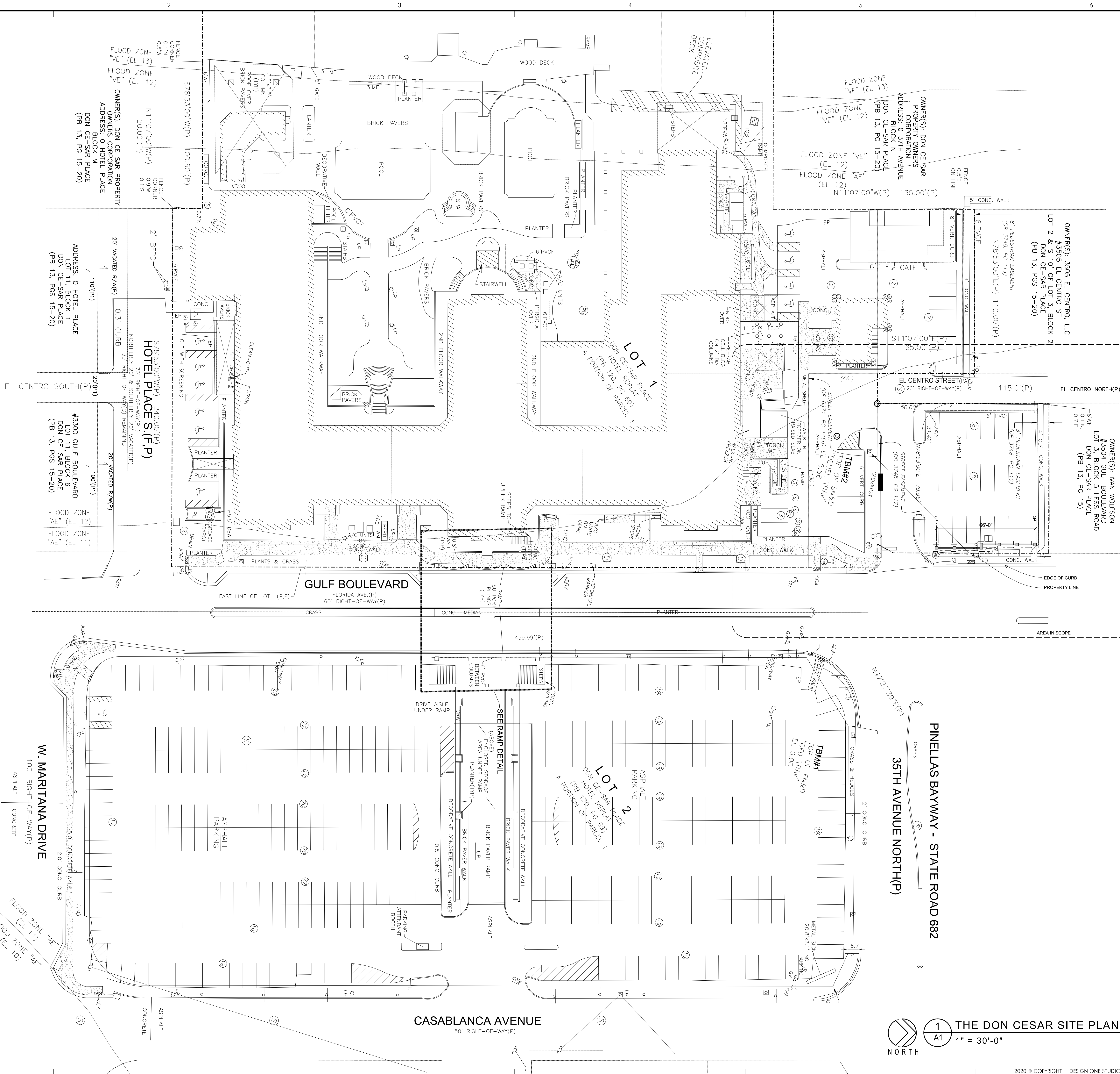
THE DON CESAR SITE PLAN

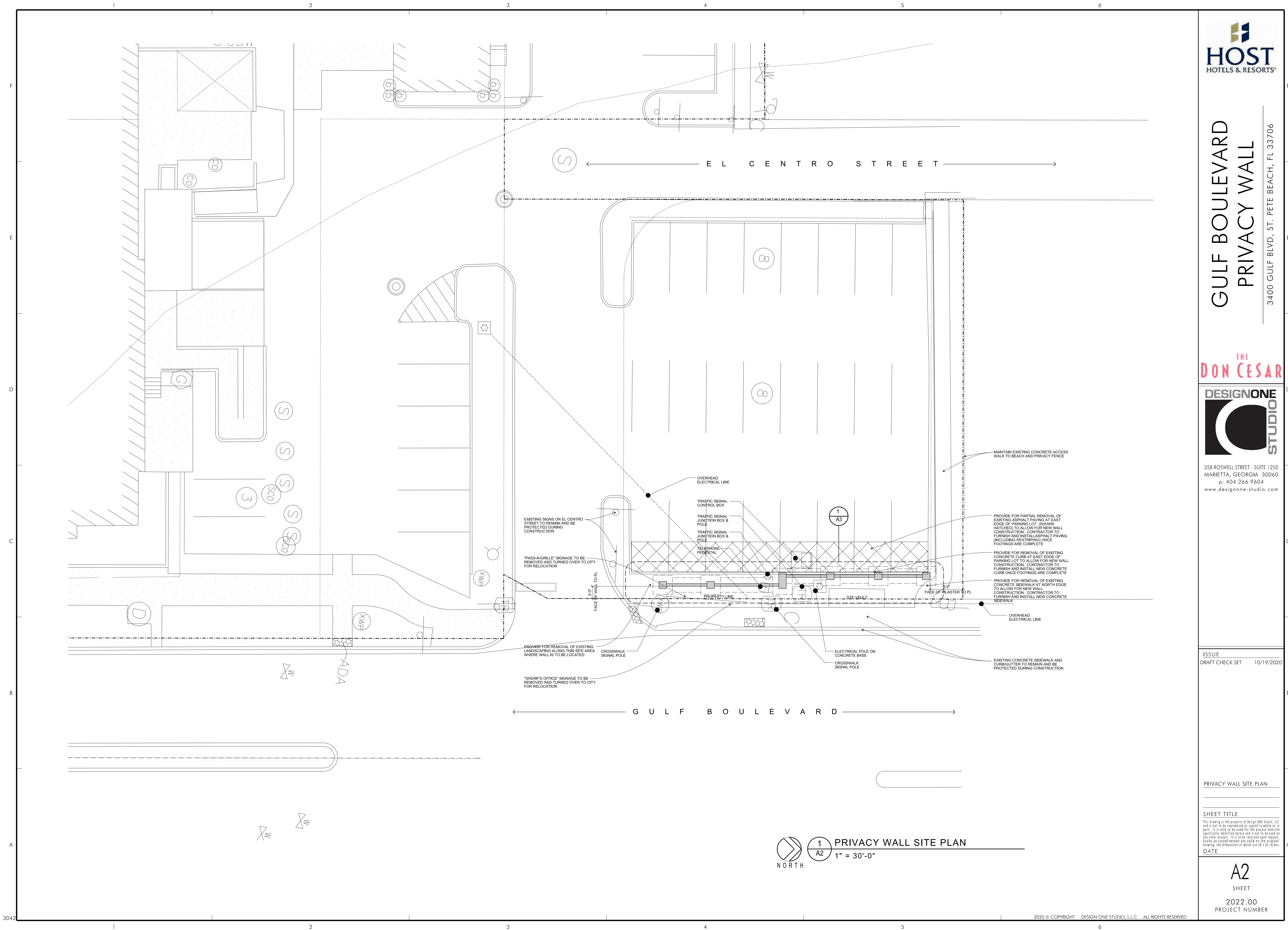
SHEET TITLE

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DATE

A1
SHEET

2022.00
PROJECT NUMBER





GULF BOULEVARD PRIVACY WALL

3400 GULF BLVD, ST. PETE BEACH, FL 33706



358 ROSWELL STREET · SUITE 1250
MARIETTA, GEORGIA 30060
p: 404-266-9604
www.designone-studio.com

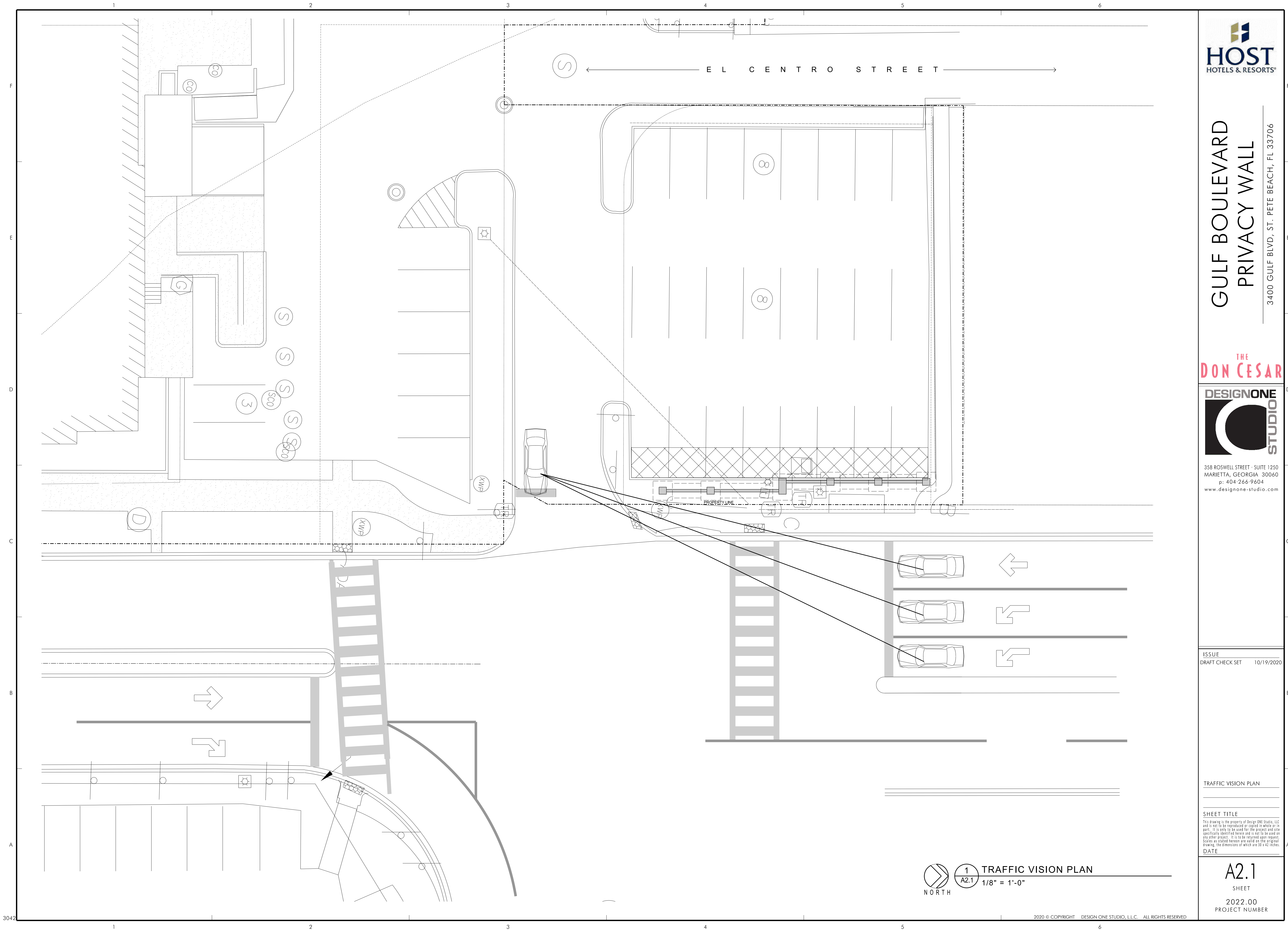
ISSUE
DRAFT CHECK SET 10/19/2020

PRIVACY WALL SITE PLAN

SHEET TITLE
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DATE

A2
SHEET

2022.00
PROJECT NUMBER



GULF BOULEVARD
PRIVACY WALL

3400 GULF BLVD, ST. PETE BEACH, FL 33706



358 ROSWELL STREET · SUITE 1250
MARIETTA, GEORGIA 30060
p: 404-266-9604
www.designone-studio.com

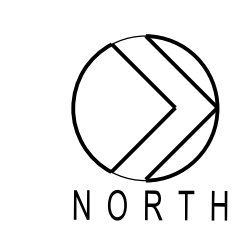
ISSUE
DRAFT CHECK SET 10/19/2020

TRAFFIC VISION PLAN

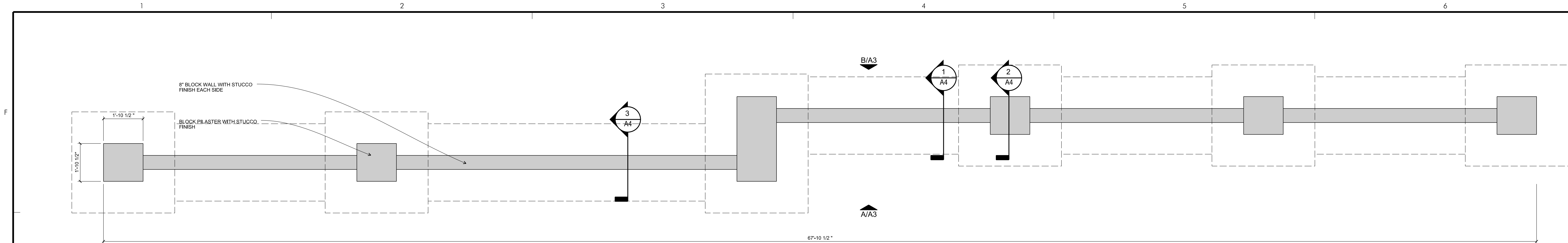
SHEET TITLE
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DATE

A2.1
SHEET

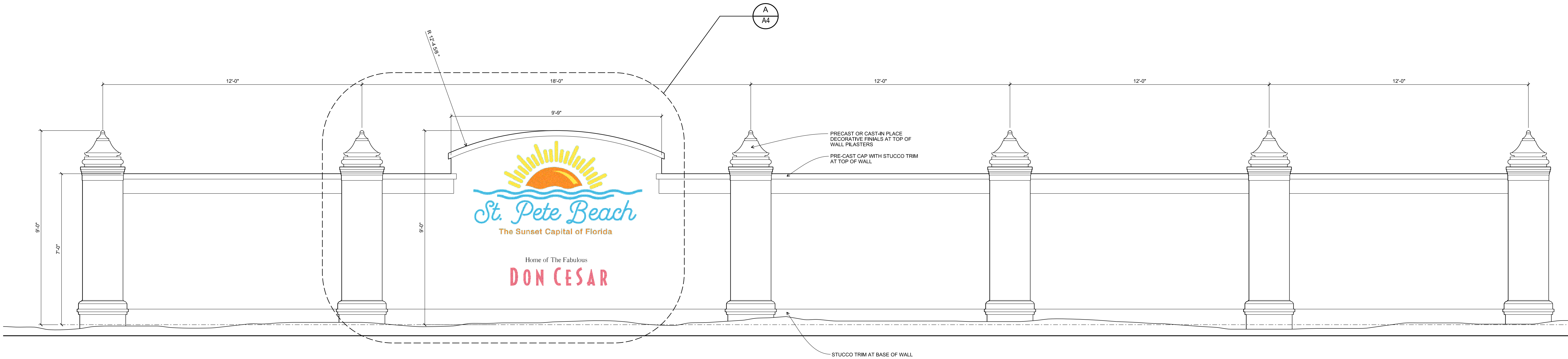
2022.00
PROJECT NUMBER



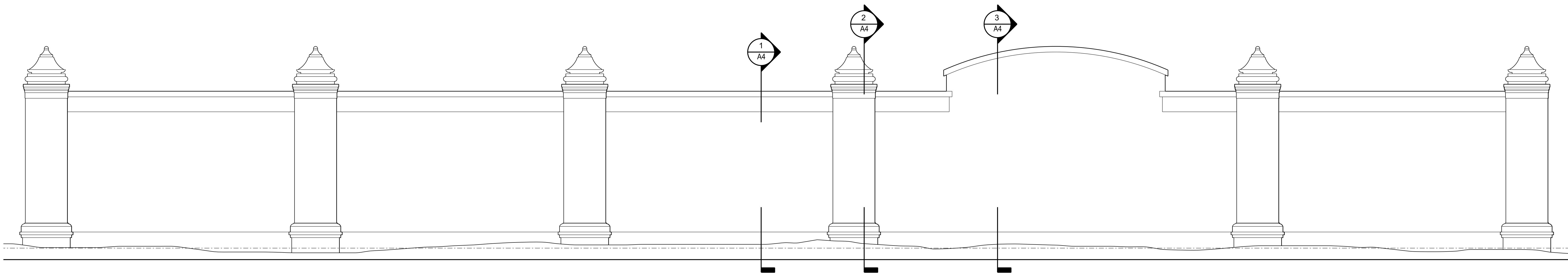
1
A2.1
TRAFFIC VISION PLAN
1/8" = 1'-0"



1 WALL ENLARGED PLAN
1/2" = 1' - 0"



A WALL EAST ELEVATION
1/2" = 1' - 0"



B WALL WEST ELEVATION
1/2" = 1' - 0"

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

Issue Considered: Resolution 2020-55 State of Local Emergency

Date: October 27, 2020

Prepared By: Amber LaRowe, City Clerk

Through: Dickman Law Firm, City Attorney

Summary of Issue: In accordance with Chapter 252 of Florida Statutes, the Governor has declared a State of Emergency in response to the Novel Coronavirus (COVID-19). Under Article II, Section 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by Mayor Alan Johnson on March 16, 2020, and thereafter has been renewed in seven (7) day increments in accordance with state law.

Funding:

Requested Motion: I move to adopt Resolution 2020-55.

Attachments:

1. SPB Resolution COVID-19 State of Emergency Res 2020-55
2. 10272020 Renewed COVID-19 Proclamation Declaring State of Emergency

RESOLUTION 2020-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under Chapter 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by Mayor Alan Johnson on March 16, 2020, and thereafter has been renewed in seven (7) day increments in accordance with state law (Exhibit "A"); and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, the City Commission desires to renew its confirmation of the Mayor's proclamation dated October 27, 2020 (Exhibit "B") declaring a state of local emergency, which shall remain in effect for seven (7) days from the date of the proclamation; and

WHEREAS, the City Commission desires to authorize the City Manager, through this resolution confirming the Mayor's renewed proclamation, to take any and all legal, appropriate and reasonable measures, described in more detail below, to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals and attached exhibits are true and correct and are incorporated herein by reference.

Section Two: COVID-19 poses a serious threat to the residents of the City of St. Pete Beach and the Mayor's renewed proclamation declaring a State of Local Emergency executed on October 27, 2020 is necessary and is hereby confirmed and shall be in effect for all territory within the corporate boundaries of the City of St. Pete Beach for seven (7) days in accordance with state law and the City's code of ordinances.

Section Three: The City Commission authorizes the City Manager of the City of St. Pete Beach to take any and all legal, appropriate and reasonable measures ("Emergency Measures") to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19, including but not limited to the actions listed in

- a) Sec. 34-38, St. Pete Beach Code of Ordinance;
- b) 252.38, Florida Statute; and
- c) Resolution 2020-13, as amended.

Section Four: Such Emergency Measures entrusted to the City Manager include the duties and responsibilities required of him by the City's charter, code, and other laws, policies, rules, and regulations.

BE IT FURTHER RESOLVED THAT the enforcement of the provisions of this Resolution and the associated proclamation shall be in effect until terminated or expiration in accordance with State law.

Passed this 27th day of October 2020 by the City Commission of the City of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**RENEWED PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
October 20, 2020**

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under section 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by the undersigned on March 16, 2020, was confirmed by the City Commission by Resolution Number 2020-07, and successively renewed as the State of Local Emergency every seven (7) days thereafter, and is in effect for seven (7) days in accordance with state law; and

WHEREAS, even though both the Governor of the State of Florida and the Pinellas Board of County Commissioners have issued orders and initiated Phase Two of a gradual reopening for normal activities; there remains a necessity for emergency directives in the city; and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, I desire to renew the proclamation declaring a state of local emergency, which shall be submitted to the City Commission for confirmation.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, Florida do hereby proclaim a State of Local Emergency shall be declared, effective immediately, for all territory within the corporate boundaries of the City of St. Pete Beach.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(2), Florida Statutes.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of emergency ordinances, actions, policies, rules and procedures, pursuant to the City Code of Ordinances, Article II, Emergency Management, shall be in effect until the termination of the local State of Emergency or seven (7) calendar days from the date of this proclamation, whichever comes first. The City Manager is hereby ordered to take whatever lawful and prudent actions necessary to protect the health, safety, and welfare of the community, including but not limited to the actions listed in Sec. 34-38, St. Pete Beach Code of Ordinance, Sec. 252.38, Florida Statutes, and any other actions later expressed by the City Commission by resolution confirming this proclamation.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of The City of St. Pete Beach, Florida to be affixed this 27th day of October 2020.

Alan Johnson, Mayor

St. Pete Beach City Commission Agenda Report

Issue Considered: Parklet Program

Date: October 27, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: One of the adaptations the City made addressing COVID was to allow temporary outdoor dining in public parking spaces for businesses that could benefit with the additional seating. We have seen that businesses and patrons have enjoyed the benefit of the outdoor seating. This discussion will be a guide to the development and implementation of a permanent parklet program for the City.

Funding: N/A

Requested Motion: Discussion

Attachments:

1. City of St Pete Beach Parklet Program v4 10-13-20
2. Parklet Support Articles



City of St Pete Beach Parklet Program

PERMIT GUIDELINES

2020

OVERVIEW

The City of St Pete Beach's Pilot Parklet Program focuses on conversion of on-street parking spaces into publicly accessible open space on a temporary basis. The program provides a way for merchants to take individual actions in the development and beautification of the City's public spaces. Parklets were first formally initiated in San Francisco in 2010 and duplicated in cities all around the world due to the success. The benefits that parklets provide are:

- Brings aesthetic enhancements to the city's streetscape
- Provides an economic solution to the need for increased public open spaces.
- Provides amenities like seating, planting, bike parking, and art.
- Reflects the city's commitment to encourage walking and biking
- Creates a pedestrian friendly street
- Provides an economic solution to the need for increased public open space

PROGRAM GOALS

Meet the demand of outdoor dining. As we continue to navigate through this pandemic, the desire for people to eat outdoors has grown immensely. Restaurants report 3 out of 4 people choose dining outdoors over indoors.

Reimagine the potential of the city streets. Parklets promote a low-cost, easily implementable approach to public space improvement through projects that energize and re-invent the streetscape of an area.

Encourage non-motorized transportation and pedestrian activity. Parklets provide pocket spaces for pedestrians to sit and relax and often provide bicycle parking.

Support local businesses. Parklets attract attention to businesses and provide additional seating that can be used by café customers and others. A parklet also beautifies the street and creates a neighborhood destination.

PARKLET GUIDELINES

- 1) Parklets are permitted on streets with speed limits of 25 mph or less.
- 2) Parking Spaces. Parklets can be sited along the curb line on streets where on-street parking spaces exist. They can be considered in any location where there are space(s) for on-street parallel, angled, or perpendicular parking, including spaces with metered or unmetered parking.
- 3) In general, parklets must be located at least one parking space away from an intersection or street corner. A curb extension (bulb-out), or some other physical barrier that would protect the parklet in a corner location may allow the city to consider corner parklets.
- 4) Parklets are prohibited in front of active driveways, on street curves or hills where horizontal or vertical sight-distance is an issue. There will be a required side parking offset of at least one parking space to any element that could impede sight lines. There must be visibility for anyone parking adjacent to the parklet.
- 5) Parklets are prohibited in bus lanes, in front of fire hydrants, at utility access points (like manholes), and at high turnover parking spots (like banks, post office, and reserved take out/ delivery service parking).
- 6) Parklets cannot be installed in locations where traffic congestion is an issue or where congestion could be an issue in the short term.

DESIGN GUIDELINES

Reflective Elements at Corners

Reflective elements are required at the outside corners of all parklets. Soft-hit posts are a standard solution deployed at the outside edges; however, the City will consider additional reflective elements incorporated in the parklet design.



Wheel Stops

For parklets in parallel parking spaces, a three-foot wheel stop must be installed one foot from the curb at the edge of the front and back parking spaces. When parklets are installed adjacent to parallel parking spaces, wheel stops should be setback four feet from the parklet structure. For angled parking spaces and adjacent to driveways, City staff will work with you to determine the appropriate location for wheel stops. Wheel stops shall be made of recycled rubber/plastic.



Site Conditions

Your initial site plan should accurately reflect the existing site conditions and include streetscape features like adjacent bike racks, utility covers, street poles, existing signs, street trees, tree wells, etc.

The Platform

The platform provides the structural base for the parklet. Platforms are not required for parklet spaces requesting for less than a 6 month period. Tables and chairs may be placed directly on the pavement. Parklets requesting more than a 6 month period are required to provide a platform structure. The City strongly recommends consulting a design or construction professional to ensure that the platform will be sturdy and safe.

Bolting

Bolting into the street or penetrating the surface of the road in any way is strongly discouraged and may not be allowed without a restoration plan and an excavation bond posted by the applicant and their contractor. Parklets may be bolted to the existing curb, with specific restoration requirements. The parklet shall not prevent the roadway from returning to its original state.

Platform Surface

The top of the parklet platform must be flush with the sidewalk with a maximum gap of one-half inch. In the case of a sloping street, staff will work with the designer to address issues of access.

Access and ADA compliance

If the platform base is not solid, the space underneath the platform surface must be accessible for maintenance through access panels, removable pavers, etc. A minimum 36" ADA accessible entryway to the Parklet must be maintained for all parklets.

Drainage

The parklet cannot impede the flow of curbside drainage. Designers are strongly encouraged to cover openings at either end of the parklet with screens to prevent blockage from debris.

Maintain a Visual Connection to the Street

Your parklet design should maintain a visual connection to the street. Continuous opaque walls above forty-two inches that block views into the parklet from the surrounding streetscape are prohibited. You are allowed to include columns and other vertical elements.

Umbrellas

For a parklet, if umbrellas are proposed, they shall not exceed 6 feet by 6 feet with a vertical clearance of 96 inches.

Barriers

Enclosures are required to provide a clearly defined boundary and help create a comfortable and separated space for patrons. A combination of Heavyweight Barriers and Lightweight Barriers must be used to demarcate the perimeter of the enclosure. Heavyweight barriers shall be placed no more than 6 feet apart. Lightweight barriers shall be used between Heavyweight Barriers to form a completely enclosed space.

Parklet Amenities

Amenities within the parklet space should provide comfortable seating and/or shopping arrangements. All amenities must conform to the traffic safety height requirements. Additionally, all dining elements need to sit flush with the ground without rocking.

Adherence to CDC Guidelines

Dining spaces, tables and chairs must be spaced 6 to 8 feet from table to table depending on chairs in between the tables.

Emergency Access

The following emergency vehicle access considerations must be considered as part of the parklet design:

- Tables, chairs, umbrellas, merchandise racks, or other objects or equipment shall not encroach into any fire lanes, circulations lanes, handicap spaces, pedestrian paths, sidewalk ramps, or corner curb ramp area.
- Maintain 12foot fire and emergency vehicle access on the streets
- Access to fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by barriers or seating.

Emergency Action Plan

Prepare an Emergency Action Plan that will be taken in case of an emergency (hurricane or other natural disasters) addressing the removal of equipment and securing the parklet.

Responsibilities of Permittee

The permittee will be responsible for the following:

- A no-refundable application fee of *\$TBD*
- All costs related to design, materials and installation.
- In case of removal, the sponsor is responsible for all removal costs.
- The on-going maintenance of the parklet including replacing, painting or fixing elements damaged due to vandalism. All parklet designs shall contain at least one (1) ADA compliant accessible entrance.
- A (1) million combines single limit per occurrence liability insurance is required for the installation and maintenance of a parklet depending on location and use.
- Maintenance of any movable furniture. In addition, all movable elements of the parklet must be safely stored indoors after business hours or prior to a tropical storm or hurricane. Landscaping elements are encouraged in parklet design. All landscaping maintenance is the responsibility of the parklet permittee.
- General maintenance including furniture and non-approved graffiti removal. In addition, permittees must maintain the area under the parklet free of debris in order to allow proper drainage, and pressure clean the parklet as necessary.

Only street-fronting property owners or tenants may apply for a parklet. Sidewalk café parklets should also comply with applicable requirements related to the City's sidewalk café ordinance, as specified in the proposed permit application program. Parklets will only be allowed for businesses with sidewalk cafes. Landlord consent to apply for a parklet is not needed.

Parklets shall not have any additional signage other than the parklet public space designation approved by the City of St Pete Beach. Parklets must be located at least one parallel parking space away from the corner, unless curb configuration, such as a large bump-out, allows for safe placement of a parklet closer to the corner (evaluated on a case by case basis). In addition, parklets must have a three-foot wheel stop at both ends, and bollards or large non-movable planters, in order to provide adequate protection for parklet users. Parklets may not take up any handicap parking space.

It is understood that some parking spaces maybe in front of businesses. The location of the parklet on an existing on-street parking space will be reviewed as part of the application process. The City will allow parklets to cross over between property and business frontages.

The nature of the program will allow City staff to evaluate and adjust the program as needed. The Transportation Department will take parklet applications on a first come first serve basis.

Fees

1. A non-refundable application fee of \$TBD
2. \$TBD
3. The city has the right to waive the fees in case of declared state of emergencies.

1. Submit Application

a. Application form. All Applicants must complete the attached application form.

Applications maybe denied for the following reasons;

- Incomplete applications will not be accepted.
- Inactivity for a period of three (3) months since the last action was taken.
- Failing to meet any required deadlines.

b. Site Plan. All Applicants shall provide a plan with their application form that clearly includes and indicates all of the following information:

- The footprint of the proposed Parklet, including sufficient detailed information to illustrate the design elements on either end of the proposed Parklet. The site plan can go beyond the business footprint.
- Indicate all property lines, right-of-way lines, sidewalk width, Parklet length and width, existing parking stalls, and all surface obstructions within 15 feet of the occupied area (e.g., fire hydrants, streetlights, parking meters, street trees, utility access covers).
- The number(s) on all parking meters that are to be removed must also be included in all drawings. These numbers are generally posted on the meter.
- Provide as much detail as possible to aid in the City's review of the application.

c. Neighborhood Support: Parklet sponsors must demonstrate outreach to establish support for a parklet project through

- A public meeting will be scheduled for the applicant for provide the plan for the permit and allow for public input

d. Parklet Programming. Indicate what type of elements you are proposing on the Parklet (e.g. tables and chairs, benches, landscaping, bike parking, etc.)

e. Indemnity and hold harmless statement. Each applicant shall provide a signed agreement to defend, indemnify, save, and hold harmless the City and all its officer, agents, or employees from any liability for damages resulting from any and all operations under the permit in a form approved by the City Attorney.

2. Departmental review

An interdepartmental committee (Public Works, Planning, Transportation, Parks and Recreation) will review applications, on a first-come-first-served basis, to ensure that Applicants conceptually meet program criteria.

3. Permit Application

For those Applicants with an accepted conceptual application; the next step is to submit a construction permit application and fully detailed site plan, including but not limited to items such as cross sections, elevations, structural details, safety treatments, existing utilities and maintenance of traffic plans. City staff will work with the Applicant in a collaborative fashion during this period to ensure that the Parklet design is appropriate and that the final drawings produced meet requirements.

4. Department of Business and Professional Regulation

For those applicants that will be serving alcohol, we will require the extension of the DBPR alcohol permit with amended sketches of the service area.

5. Construction Permit Approval

a. Within 10 days from submittal of a Final Plan, if it is determined by the city departments that the application satisfies all policy requirements and the Applicant has paid all necessary fees, the Department of Transportation and Parking will grant final approval and issue a permit.

6. Construct Parklet

Upon permit issuance and as a condition of permit approval, Applicants are required to inform the Department of Transportation and Parking no less than ten (10) days before beginning any site work. Installation of the Parklet must be completed within 2 weeks of permit issuance.

7. Other Permits

In conjunction with the Parklet permit, the Applicant is required to obtain any other applicable permits that may be required by other agencies.

8. Parklet Removal

Permittee, at Permittee's sole cost, shall be responsible for removal of the Parklet and restoring the ROW to its original condition upon the occurrence of one (1) or more of the following:

- the cessation of use,
- failure to comply with permit conditions or other legal requirements, or
- The Parklet poses a dangerous condition or threat to life or property.

The City may remove the Parklet for any of the following reasons:

- a. Failure to maintain,
- b. Violation of this Pilot Program Policy,
- c. Violation of the Permit,
- d. Modifications unapproved by the City,
- e. When the Parklet encroachment causes a dangerous condition or threat of danger to life or property as determined by the city staff. This includes but is not limited to:
 - The Parklet is encroaching into a travel lane or bike lane
 - The Parklet has lost structural integrity
 - A gap develops between the Parklet and sidewalk
 - The Parklet creates a visibility issues
- f. As a condition of permit issuance, the Parklet Permittee shall agree in writing to authorize the City to remove the Parklet at the Permittee's sole cost in the event that any of the occurrence of any of the circumstances for removal herein.

If any of the above violations occur, the applicant will be sent notice of the violations and except in the case of dangerous or threatening conditions, will be given a maximum of five (5) working days to remedy the condition or remove the Parklet. If in the event that the Permittee fails to timely or adequately maintain or repair the encroachment or remove the encroachment within the five (5) working days, the permit will be terminated. Once the permit is terminated, the Parklet must be removed at the sole cost of the Permittee within three (3) calendar days. When the encroachment causes a dangerous condition or threat of danger to life or property, the permit will be terminated without the five (5) day notice and removed immediately at Permittee's cost.

The City, at its sole discretion, may remove the Parklet and restore the public right-of-way to its previous condition upon a finding that it is in the public interest for the City to fund or partially fund removal of the Parklet.

Transfer of Permits

If the Permittee sells its business interests, one of the following must be done:

1. Remove the Parklet; or
2. With the City's approval, Purchaser and Permittee must execute a new permit in the purchaser's name with their signature and comply with all other requirements for the issuance of a permit, such as insurance.

**MONEY**

As winter weather approaches, restaurants get creative with outdoor dining

Katie Akin, Patrick Cooley, Tom Daykin, Mark Kurlyandchik and Brett Molina

USA TODAY Network

Published 7:42 a.m. ET Oct. 8, 2020 | Updated 2:06 p.m. ET Oct. 8, 2020

At Jesse's Embers, a steakhouse and seafood restaurant in Des Moines, Iowa, summertime diners took their business to the parking lot.

Owner Deena Edelstein created a makeshift patio there in June, setting out several large, round tables on the asphalt. The outdoor dining area was adaptable and allowed abundant space for maintaining the required distance between customers suggested by the Centers for Disease Control & Prevention to prevent the spread of the novel coronavirus, which causes COVID-19.

It was an instant hit with customers. Edelstein said that even after the restaurant reopened its indoor dining room in September, most customers still requested to sit outside.

After several weeks of mandatory closure in the spring and with the capacity limits that accompanied reopening, Edelstein said the outdoor option made a big difference.

"Since we've done the outside seating, we were able to at least cover our expenses and pay our staff," she said.

Social distancing: It's not about you, it's about us

Leaving your coronavirus isolation?: Think about these 3 things first

For many restaurants across the nation, outdoor dining has served as a crucial pivot to recapture business lost because of the COVID-19 pandemic, which forced cities to shut down indoor dining to prevent the virus's spread.

As winter approaches and temperatures drop, restaurants in locations with colder weather are starting to rethink how to keep outdoor dining open.

Research from the National Restaurant Association found 1 in 6 restaurants closed permanently or long-term amid the pandemic. And as more states report rising numbers of COVID-19 cases, there's a fear more restaurants will shut down.

Time is ticking. According to a survey of 3,500 restaurants operators by the restaurant organization, establishments said they will be able to continue offering outdoor dining until November.

Nearly half of all full-service restaurants (49%) say they will take actions to extend outdoor dining, including adding tents and patio heaters.

In Milwaukee, Nomad World Pub made big changes – including expanded outdoor dining to a closed street on the city's east side.

Restaurant owner Mike Eitel and other local restaurateurs are considering ways to improve their outdoor dining spaces so they can operate throughout the winter – while hoping Milwaukee will better embrace the cold, snowy season. Eitel is considering ways to keep Nomad's patio open throughout winter.

Milwaukee began allowing restaurants to reopen with limited capacity on June 5.

Many patrons, mindful of the virus, prefer to dine outside.

Also, some restaurateurs remain concerned about the virus spreading even with reduced capacity, increased sanitation, mask requirements and other safety measures.

Nomad's indoor seating, with room for up to 99 patrons, remains closed.

The patio can normally accommodate up to 160 patrons. That's now limited to 80 because of the pandemic, Eitel said.

However, Nomad was the first Milwaukee restaurant to obtain city permission to shut down a street for outdoor dining under the new Active Streets for Businesses Program.

The pilot program, which the Common Council and Mayor Tom Barrett approved in June, suspends code and permit requirements to allow expedited city approval for restaurants to use streets and sidewalks for outdoor dining. It also waives fees for those businesses.

Several restaurants are using the program to convert parking lanes into seasonal dining space.

Nomad went further.

Along with a parking lane, it is using a small portion of North Warren Avenue, just south of Brady Street, during peak periods. Those public spaces have added room for 76 patrons.

"Oh my God, it saved our (butts)," Eitel said.

But the pilot program is set to end on Nov. 15. So Eitel's focus is on making the patio usable throughout winter.

A specific proposal to extend that program is coming soon for review by the Milwaukee Common Council, said Beth Weirick, Milwaukee Downtown Business Improvement District chief executive officer.

Meanwhile, the district is working on a marketing campaign to persuade people that outdoor drinking, dining and other activities can still be fun even when the cold wind blows.

The National Restaurant Association is urging local leaders across the country to offer more incentives to expand the outdoor dining season. In a letter last month to the U.S. Conference of Mayors, the organization suggested moves such as easing the process for obtaining permits to offer outdoor dining, and providing tax credits toward equipment used toward outdoor dining.

"While not a substitute for the resumption of full capacity indoor dining, actions that local leaders take to extend the outdoor dining season will help restaurants of all sizes in the community," wrote Mike Whatley, vice president of state and local affairs for the association.

Hen Quarter in Dublin, Ohio, is one of the few central Ohio eateries to see a year-over-year sales increase this spring and summer, which owner Ron Jordan largely attributed to the restaurant's expansive patio in the Bridge Park development.

Maintaining those sales figures means giving customers a sense of safety, Jordan said. He plans to set up heated tents and possibly "igloos" for small parties.

"I don't know how much of that is going to be possible, but that's the plan right now," he said.

Roughly two-thirds of seating at Gemut Biergarten in Columbus, Ohio, is outdoors, co-owner Kyle Hofmeister said. Last fall, the tavern erected a heated tent around its outdoor dining area, and plans to do the same this year.

"We had several events back there, whether it was DJ nights or a weekly trivia night," he said.

Gemut and Hen Quarter aren't alone. Treva Weaver, chief operating officer of the Columbus-based Wasserstrom Company, said other restaurants are adding tents, heaters and domes to prolong the outdoor season.

"After last weekend (when temperatures dipped below 70 degrees and into the 40s at night in much of Ohio) there was a lot more interest," she said.

Keep warm outside: The 10 top-rated outdoor blankets

Buy them while you can: 10 winter essentials to buy now before they sell out

In Detroit, EastEats has a unique restaurant concept: the outdoor space is composed of 12 geodesic domes built on platforms. Ten are for guests, who reserve the domes in time blocks online in advance, and the other two are for service staff.

Everything other than the domes is made from upcycled materials: The platforms the domes sit on are wood pallets, and the tables and seats are old shipping crates and wire spools. Sustainability is paramount here.

"This was born out of the pandemic," restaurant partner Kwaku Osei-Bonsu said. "Not to at all suggest that we saw only the financial opportunity, but out of tragedy comes industry. When we were looking at the tragedy of the pandemic and then the tragedy of the restaurant industry on top of it, we saw an opportunity there. The concept of dining out is not going to die. People still want to socialize and go out and entertain, but they need a space to do it in that makes sense for them."

The domes are open on one side during the warmer months, but EastEats will convert into enclosed heated domes for winter. The goal is to offer service year-round.

Anywhere from two to eight guests reserve a dome through the app Tock for their desired time slot on their desired day. The cost is \$45 per person and includes the dome rental, plus five food items cooked on the adjacent food truck. For another \$10 per party, you can bring your own alcohol.

While some restaurants look to expand outdoor dining, others are focusing on delivery. Alexander Hall, owner of several restaurants around the Des Moines area, said he doesn't plan to buy heaters or other outdoor equipment to stretch patio season, instead making adjustments to accommodate delivery.

Hall said 2020 has been the toughest year he's seen in nearly three decades working in the industry. But he sees a glimmer of hope at the end of a long winter indoors.

"I think we'll bloom next year," Hall said. "We've just got to buckle down over this period to get to the spring, and then everything will be great. It better be."

Katie Akin reports for the Des Moines Register. Patrick Cooley reports for the Columbus Dispatch. Tom Daykin reports for the Milwaukee Journal Sentinel. Mark Kurlyandchik reports for the Detroit Free Press. Brett Molina reports for USA TODAY.



STREET FOOD: TURN PARKING SPACES INTO DINING SPOTS AND NO ONE SEEMS TO MIND

NOEL KING, HOST:

If you live in a city, you know what a parking spot is worth. And here, I do not exaggerate, possibly as much as your rent. But during the pandemic, some people who live in cities are letting their parking spots go. Here's NPR's Camila Domonoske.

CAMILA DOMONOSKE, BYLINE: Philadelphia is a notoriously tough place to park. There was even a reality TV show called "Parking Wars" all about the tensions between residents and the dreaded parking authority.

(SOUNDBITE OF TV SHOW, "PARKING WARS")

UNIDENTIFIED PERSON #1: Why youse got to write us all tickets? What's wrong with youse?

UNIDENTIFIED PERSON #2: One hour, 30-minute parking - they got two minutes, sir.

(CROSSTALK)

UNIDENTIFIED PERSON #3: Well, where are you supposed to park at, buddy?

DOMONOSKE: And it's not just illegal parking that Philadelphians fight over. Proposals to reduce parking to create more space for bikes, pedestrians or parks usually prompt outrage. This is true in many cities. Car owners will vigorously object to even a few spaces disappearing. But a weird thing happened this summer. Hundreds of parking spaces were turned into outdoor dining. And to pretty much everyone's surprise...

RANDY RUCKER: No one's knocked on my door cussing at me.

DOMONOSKE: Randy Rucker is the chef and owner of River Twice, one of many Philadelphia restaurants that set up tables where cars used to be able to park. Local governments around the world have moved quickly to let more businesses move outdoors. In Philadelphia, indoor dining was banned all summer long. And in June, the city council made it easy for businesses to take over parking spots. At first, Danielle Renzulli was wary. She owns a bar called 12 Steps Down just north of the Italian Market.

DANIELLE RENZULLI: And I was hesitant to do the parklet because parking spaces are so valuable in the neighborhood.

DOMONOSKE: She thought there'd be too much backlash, a reasonable assumption. But as the pandemic stretched on, she realized she needed every table she could get.

RENZULLI: That's when I filed for the permit, and here we are (laughter).

DOMONOSKE: The first surprise was that getting the permit was easy. Before the pandemic, Renzulli had set up a few tables on the sidewalk. That meant blueprints and meetings.

RENZULLI: It took an entire year.

DOMONOSKE: Now the city's approving most permits to take over parking spaces in just three days. Renzulli set up a little patio.

RENZULLI: So we built a wooden barrier to protect the public from the traffic (laughter), and then we've hung some lights and some wreaths around it.

DOMONOSKE: And then came the second surprise - no one complained.

RENZULLI: Actually, I've gotten a lot of compliments on it. Everybody is like, it looks so cute. I love it.

DOMONOSKE: The lack of traffic might help explain the lack of outrage. Richard Shephard was recently eating lunch at a former parking spot outside of Flannel in South Philly.

RICHARD SHEPHARD: It would be a different story if people were moving their car more often and trying to find parking and were fighting for those parking spots. But since they pretty much are stationary at this point in time, I don't think people are too upset by it.

DOMONOSKE: But there's another reason people aren't upset. For restaurants that can't fill their dining rooms because of the risk of the coronavirus, the pandemic is an existential threat. Business owners say having extra tables has helped keep them afloat during really tough times. The city knows this, and residents are well aware of what's at stake. Brian Persons, for instance, was happy to be sitting in a parking space in front of Pistolas Del Sur.

BRIAN PERSONS: It is a nuisance, though. Like (laughter), as a parker, it does take up spots. But I'm grateful that we can dine and we can help make them survive.

DOMONOSKE: In short, he says, it's worth giving up the parking. Jamie Gauthier is a member of the Philadelphia city council and an urban planner by trade. She says, thinking like this is a shift for a car-centric city, and she hopes it continues.

JAMIE GAUTHIER: We have to weigh the benefit we're getting from having that be space for one car or having that be space for our communities to gather and enjoy themselves.

DOMONOSKE: It's hard to know whether this change in attitudes now will stick around once the pandemic is over. First, restaurants have to make it through the winter. But Danielle Renzulli, the owner of 12 Steps Down, says she's got one big takeaway from her experience taking space from cars and turning it into tables.

RENZULLI: We all probably imagined the worst. And you do it, and it was not bad at all.

DOMONOSKE: Change, she says, is not terrible.

Camila Domonoske, NPR News.

Drivers are surprisingly chill about restaurant patios taking up parking spaces



As restaurants have transitioned to outdoor service in response to COVID-19, one of the biggest logistical challenges has been setting up patio dining space. While this may not be such a big deal in towns or cities with wide sidewalks or lower density, in larger cities it's been a significant adjustment, with restaurateurs securing as much sidewalk space as they can and expanding into street parking spaces. But, amazingly enough, drivers seem to be pretty chill about the decreased number of parking spaces.

As reported by NPR, in Philadelphia, a city where street parking is already at a premium at the best of times, more than 400 restaurants are participating in a city program that allows them to use parking spaces as patio extensions, and the expected onslaught of complaints hasn't yet materialized. As written by NPR:

“Just ask Randy Rucker, the chef and owner of River Twice on East Passyunk Ave. The restaurant placed tables in the street where as many as four cars used to squeeze in, in a neighborhood where every parking spot is prized.

Rucker was ready to deal with the backlash. But to his surprise, there was none.

“No one’s knocking on my door cussing at me,” Rucker said. “It’s been a positive experience so far, believe it or not.”

There may be a few reasons behind the lack of complaints. For starters, “according to mapping company TomTom, Philadelphia’s streets are about half as congested as they were pre-pandemic.” But also, encouragingly, it’s being theorized that drivers realize this outdoor patio space is an existential need for restaurants, which is helping to temper whatever frustration they might feel as they search in vain for parking.

While NPR’s story only examines Philadelphia, it’s worth noting that the need for outdoor seating is even more extreme in more densely populated cities like New York. According to the NYC “Open Restaurants” database, there are over 10,000 restaurants currently in operation, but only around 5,400 are making use of either street seating, sidewalk seating, or a combination of the two. Given that outdoor seating is a factor that can make or break a restaurant’s ability to stay open, it’s safe to say that we can expect outdoor seating numbers to expand in the coming months, taking away additional parking spaces during a time when the comforts of a warm, dry, socially distanced car might seem particularly compelling. Hopefully as the months wear on drivers will remain calm, and restaurants will be able to eke out as much space as they can.

NYC outdoor dining will be 'permanent and year-round,' de Blasio says

Mayor [Bill de Blasio](#) announced Friday that the city's [Open Restaurants Program](#), which was created in June as a temporary solution to help restaurants survive the [coronavirus](#) restrictions, will be made "permanent and year-round."

"I want us to really take this model and make it part of the life of [New York City](#) for years and generations to come," de Blasio told [WNYC's Brian Lehrer](#) on Friday. "This has been, I think, an extraordinarily positive experiment and it's worked."

The program allows restaurants to seat diners outdoors on sidewalks or curb lanes bordering their businesses, according to the Open Restaurants [website](#).

It also allows restaurants to seat customers on streets that are closed to traffic, in coordination with New York City's already existing [Open Streets program](#).

According to the [mayor's office](#), there are 85 New York City streets that are closed to cars on specific days for restaurants to seat diners.

Overall, the Open Restaurants Program has enrolled 10,300 businesses and saved about 90,000 jobs since it started this summer, a press [release](#) said.

"Open Restaurants was a big, bold experiment in supporting a vital industry and reimagining our public space," de Blasio said in a statement. "And it worked. As we begin a long-term recovery, we're proud to extend and expand this effort to keep New York City the most vibrant city in the world. It's time for a new tradition."

According to the release, restaurants will be able to use heaters in their outdoor spaces, and "partial tent enclosures." However, if they're fully enclosed, they will have to abide by the 25% capacity rule for indoor dining, which goes into effect Sept. 30.

"The bottom line here is that we want restaurants to do well," de Blasio told Lehrer on Friday. "We want to see them thrive in the future and I think this is going to help a lot," he added later.

