



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 26, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations**
 - a. **Introduction of New Community Policing Officer Deputy Brendan Kelly**
 - b. **Check Presentation: Neighborly Care Network**
 - c. **Check Presentation: Gulf Beaches Historical Museum**
2. **Changes to the Agenda**
3. **Audience Comments - Comments shall be limited to 3 minutes per person**
4. **Consent**
 - a. **October 12, 2021 City Commission Minutes**
 - b. **2022 City Commission Meeting Schedule**
 - c. **Re-Appointment to the Firefighters' Pension Board of Trustees**
 - d. **Re-Appointment to the General Employees' Pension Board of Trustees**
 - e. **Authorization of Fleet Fund Expenditures**
 - f. **Special Event Application and Street Closures for Toasted Monkey on November 13, 2021**
 - g. **Rowland On-Call Civil Contract**
 - h. **Kimley Horn I&I Engineering Services Task Order**
 - i. **Pump Station 1 Rehabilitation Design**
5. **Ordinances**

a. Final Reading of Ordinance 2021-17: Local Streets Speed Limit Reduction

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II – SPECIFIC STREET REGULATIONS, DIVISION 2 – SPEED LIMITS, SECTION 82-61 – SPEED LIMITS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2021-17.

6. Items for Discussion

a. PASS-A-GRILLE OVERLAY DISTRICT and the CRD-EA DISTRICT

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

8. 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.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 1:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 1:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

DRAFT
City Commission Meeting
October 12, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Wesley Wright, Planning Manager

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

1. PRESENTATIONS

Mayor Johnson administered an oath of office to District Chief Lindsay Judah.

2. CHANGES TO THE AGENDA

No changes were made.

3. AUDIENCE COMMENTS

Deborah Edney, resident, expressed her opinions on the arrest of a Lieutenant Colonel of the United States Marines.

4. CONSENT

- a. September 27, 2021 City Commission Meeting Minutes: 4:30 p.m. Executive Session, 6:00 p.m. Budget Meeting, and 6:00 p.m. Commission Meeting
- b. Pass-A-Grille Community Association Beach Fire 2021
- c. Force Main 10 Replacement Design
- d. Four Seasons Mowing Bid Proposal
- e. Holiday Decorations 2021
- f. Authorization of Expenditures for Library Materials

Motion: **Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the October 12, 2021 Consent Agenda as presented by the City Manager.**

5. ORDINANCES

- a. **First Reading Ordinance 2021-23: Election Dates**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CITY OF ST. PETE BEACH CODE OF ORDINANCES CHAPTER 38 SECTION 38-7 - ELECTION DATE OF

COMMISSIONERS; SECTION 38-8. - ELECTION DATE OF MAYOR-COMMISSIONER; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Amber LaRowe, City Clerk, explained that the current Code requires an ordinance to be adopted by the Commission if the date of the elections is not on the second Tuesday in March. The election in 2022 will be on March 15th, the third Tuesday of the month. When researching other cities in Pinellas County that also hold March elections, Mrs. LaRowe did not find another municipality that required the Commission to adopt an ordinance authorizing the date change; ultimately, the date is up to the Supervisor of Elections. Mrs. LaRowe opined removing and modifying the language to the Code is a better option for the City; legal concurred.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2021-23.

b. **Final Reading Ordinance 2021-22: Revised Waterfront Setbacks within the Pass-A-Grille Overlay District**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR WATERFRONT SETBACK REQUIREMENTS IN THE PASS-A-GRILLE OVERLAY DISTRICT; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Wesley Wright, Planning Manager, mentioned that the change to the definition of waterfront lot as discussed at the last meeting was made. It now states, "any body of water or the beach".

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to adopt Ordinance 2021-22.

6. RESOLUTIONS

a. **Resolution 2021-22: Conditional Use Permit for Offsite Parking: Tradewinds**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR TRADEWINDS AT THE PROPERTY LOCATED AT 3855, 3859 AND 3861 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

All persons intending to address the City Commission on Resolution 2021-22 and Resolution 2021-11 were duly sworn.

Mr. Wright made a presentation to the City Commission on Resolution 2021-22. Highlights of the presentation included:

- Property location
- Parking location
- The off-site parking is for employees only, no overflow parking
- This Permit along with the companion variance will expire three years from the effective date

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

Rick Culver, applicant, was present to answer any questions.

The Commission discussed the ten conditions of the Permit. Vice Mayor Friszolowski asked that a condition be added to require a landscaping buffer along the east side of the lot to help mitigate car lights at night being projected into residential homes.

Attorney Dickman would like to add an indemnification clause as a condition; to hold the City harmless against anything that could arise from the Permit. Another condition he would like to add is for the property owner to notify the City if they intend to sell the parcel prior to the expiration of this Permit.

The applicant was in agreement to all three of these additional conditions.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to adopt Resolution 2021-22 [with the additional three condition as stated].

Motion: Vice Mayor Friszolowski moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the companion Variances.

b. Resolution 2021-11: Conditional Use Permit for Offsite Parking: The Hotel Zamora

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR THE HOTEL ZAMORA AT THE PROPERTY LOCATED AT 3815 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Wright gave a presentation to the Commission on this Resolution for The Hotel Zamora off-premise parking. The presentation included the location of the property as well as the site for the off-premise parking. This Permit along with the companion variance will expire three years from the effective date.

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

Devanand Mangar, applicant, was present to answer any questions.

The Commission discussed the ten conditions as presented in the Resolution. The Mayor asked that condition one be modified to say “the property shall be well maintained”.

Attorney Dickman preferred to add the same two conditions as done for Resolution 2021-22 to include a condition on indemnification as well as the property owner to notice the City.

The Applicant agreed to the modification to condition one and the two additional conditions as stated by the Attorney. Mr. Mangar also stated that the lot is used a majority of the time for employee parking only; however, from time to time, overflow valet only parking is utilized. It was noted that it is written in condition five that a sign saying “private/valet parking only” is required to be posted.

Moton: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried to adopt Resolution 2021-11 [with the additional conditions as stated by the Attorney and the modification to condition one].

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the companion Variances.

c. **Resolution 2021-23: Interlocal Equipment Sharing Agreement**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EQUIPMENT SHARING INTERLOCAL AGREEMENT WITH THE CITY OF TREASURE ISLAND; AND PROVIDING FOR AN EFFECTIVE DATE.

Jennifer McMahon, Chief Operating Officer, stated that this Resolution and Agreement will allow the City of St. Pete Beach and the City of Treasure Island to combine resources to purchase and share equipment; this will optimize community services to both municipalities. The equipment will include, but is not limited to, a thermostrapping machine, beach clean-up equipment, barge, and vacuum truck.

The Commission were all pleased with this arrangement.

Motion: Commissioner Graus moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to adopt Resolution 2021-23.

d. **Resolution 2021-24: FDOT Highway Landscape Reimbursement Memorandum of Agreement**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CITY DESIGNEE TO ENTER INTO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. McMahon explained that this Resolution will allow the City to accept funding from the Florida Department of Transportation in the amount of \$52,282.00. The funds will be used to update the landscape on the Bayway medians from the toll booth to Gulf Boulevard.

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to adopt Resolution 2021-24.

7. ITEMS FOR DISCUSSION

No items.

8. CITY CLERK, CITY MANAGER, CITY ATTORNEY AND CITY COMMISSION REPORTS

Alex Rey, City Manager—informed the Commission that the 2014 Department of Environmental Protection's Consent Order will close shortly after the completion of the current force main project. The City has complied and went over and above on meeting the requirements.

Commissioner Pletcher—discussed the recent 1921 hurricane tribute party in Pass-A-Grille, it had a great turnout.

Mrs. Pletcher touched on Risk Rating 2.0 and the FEMA flood maps.

Vice Mayor Friszolowski—mentioned the upcoming Belle Vista HOA meeting on Thursday; Mr. Rey will be in attendance.

He complimented Mrs. McMahon and City staff on the October concert in the park series that is currently going on.

Commissioner Grill—received positive feedback from some residents who viewed last week’s District 1 Town Hall meeting.

Mr. Grill mentioned some reclaimed water issues and encourages residents to contact the County and be patient.

Commissioner Graus—appreciated the recent Town Hall meeting and the turnout they had. He looks forward to this continuing to other districts.

Mr. Graus is excited for the new paddleboard rental stations that have been set up along the beach.

He complimented the little league field upgrades at Egan Park and the concert series this month.

Mayor Johnson—discussed the Mayor’s Council of Pinellas County meeting that was recently attended by the Pinellas County Sheriff Gualtieri. The Sheriff stated that the marine patrol fleet has doubled in size.

The Mayor discussed a week-long conference at the Sirata with a private company that conducts economic modeling for municipalities all across the Country identifying ways that government can help support local businesses. During the conference, the Mayor will be speaking with them on Thursday morning.

Mayor Johnson adjourned the meeting at 7:36 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: 2022 City Commission Meeting Schedule

Date: October 26, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: The City Charter states that the City Commission shall hold two meetings a month. The proposed calendar for 2022 schedules the City Commission meetings for the second and fourth Tuesdays of every month except for November and December due to the holidays.

Funding: NA

Requested Motion: I move to approve the 2022 City Commission meeting calendar.

Attachments: 1. 2022 CC Meeting Schedule

Proposed 2022 Meetings
City Commission

The City Commission meets on the second and fourth Tuesdays of the month in the Commission Chambers of City Hall, 155 Corey Avenue, St. Pete Beach, Florida.

<u>Meeting Date</u>	<u>Time</u>
January 11, 2022	6:00 pm
January 25, 2022	6:00 pm
February 8, 2022	6:00 pm
February 22, 2022	6:00 pm
March 8, 2022	6:00 pm
March 22, 2022	6:00 pm
April 12, 2022	6:00 pm
April 26, 2022	6:00 pm
May 10, 2022	6:00 pm
May 24, 2022	6:00 pm
June 14, 2022	6:00 pm
June 28, 2022	6:00 pm
July 12, 2022	6:00 pm
July 26, 2022	6:00 pm
August 9, 2022	6:00 pm
August 23, 2022	6:00 pm
September 13, 2022	6:00 pm
September 27, 2022	6:00 pm
October 11, 2022	6:00 pm
October 25, 2022	6:00 pm
November 8, 2022*	6:00 pm
November 15, 2022*	6:00 pm
December 6, 2022*	6:00 pm
December 13, 2022*	6:00 pm

***Commission Meeting Dates in November and December alter from second and fourth Tuesday due to the holidays.**

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH**

Agenda Report

Issue Considered: Re-Appointment to the Firefighters' Pension Board of Trustees

Date: October 26, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Ms. Marilyn Terry has expressed an interest in continuing to serve on the Firefighters' Pension Board of Trustees. Her term is for two years and will expire in 2023.

Funding: NA

Requested Motion: I move to re-appoint Ms. Marilyn Terry to the Firefighters' Pension Board of Trustees for a term expiring in 2023.

Attachments: 1. Plan Administrator Request for Re-Appointment

From: [Kim Kilgore](#)
To: [Amber LaRowe](#)
Subject: St. Pete Beach Fire, Marilyn Terry, Term expired 5/2021
Date: Monday, October 4, 2021 8:47:59 PM
Attachments: [image003.png](#)
[image004.png](#)

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Good evening Amber,

Marilyn Terry term on the Fire pension board expired and she had was interested in being reappointed.

I could not find where I requested for her reappointment. Could you also add her to the next commission meeting for reappointment.

Thank you,
Kim

Kim Kilgore, Plan Administrator

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2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Tampa Office
17425 Bridge Hill Ct.
Suite 201
Tampa, FL 33647

Naperville Office
184 Shuman Blvd.
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Naperville, IL 60523

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**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH**

Agenda Report

Issue Considered: Re-Appointment to the General Employees' Pension Board of Trustees

Date: October 26, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Ms. Nancy Schultz has expressed an interest in continuing to serve on the board. Her term is for two years and will expire in 2023.

Funding: NA

Requested Motion: I move to appoint Nancy Schultz to the General Employees' Pension Board of Trustees for a term expiring in 2023.

Attachments: 1. Plan Admin Request for Re-Appointment

From: [Kim Kilgore](#)
To: [Amber LaRowe](#)
Subject: St. Pete Beach General, Nancy Schultz, Term expired
Date: Monday, October 4, 2021 8:13:06 PM
Attachments: [image003.png](#)
[image004.png](#)

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Good evening Amber,

Nancy Schultz term has expired on the General pension board and she stated she would be honored to be reappointed for another two year term.

Could you please add to the next commission meeting agenda for their consideration.

Thank you,
Kim

Kim Kilgore, Plan Administrator

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Authorization of Fleet Fund Expenditures

Date: October 26, 2021

Prepared By: Kathy Kapusta, Procurement Manager

Through: Alex Rey, City Manager

Summary of Issue: Blanket authorization is requested for the planned replacement of staff vehicles and equipment not to exceed fiscal year (FY) 2022 fleet fund appropriated balances. The replacement vehicles include:

Public Works:

- 2007 Ford F-250
- 2015 Ford F-150

Parks & Recreation:

- 2005 Ford F-150
- John Deere tractor
- Beach tractor

The most cost-effective procurement methods will be utilized to obtain the most comprehensive, competitively priced bid available by utilizing such resources as: the Florida's Sheriffs Association bid, Sourcewell and/or local dealers.

Funding: Fleet Fund (205-8000-590-5641). Authorization includes the adopted budget balance of \$193,626 for the items referenced above and any FY 2022 budget amendments that may be subsequently adopted providing for additional line-item expenditures.

Requested Motion: "I move to approve the authorization of expenditures not to exceed FY22 Fleet Fund appropriated balances."

Attachments:

1. FY22 FLEET FUND EXPENDITURES

City of St. Pete Beach
FY 2022 Budget
Fleet Fund Expenditures

205-8000-590

		FY 2022	
Account Description	Account	Budget	Line Item Description
Public Works	5641	75,000	2007 Ford F-250 replacement; 2015 Ford F-150 replacement
Parks and Recreation	5641	118,626	2005 Ford F-150 replacement; John Deere tractor replacement; beach rake tractor replacement
Capital Outlay		\$ 193,626	
Total		<u>\$ 193,626</u>	

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Special Event Application and Street Closures for Toasted Monkey on November 13, 2021

Date: October 26, 2021

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Toasted Monkey has requested street closure for St. Pete Fools Charity Ride on Saturday, November 13, 2021. The street closure is on 75th Avenue from Coquina Way to Sunset Way and on Sunset Way from 75th Avenue to Corey Avenue from 11:00 a.m. to 11:00 p.m.

The event is a motorcycle ride that starts and ends at the Toasted Monkey. The closed-off street will be used for bike parking; there will be no stage on the street. Staff recommends that if there are no changes to the event other than the date in the future, then this approval will apply to those future event dates with staff still reviewing the event application for each occurrence.

Funding: N/A

Requested Motion: I move to authorize the approval of the special event application and street closure for Toasted Monkey on November 13, 2021.

Attachments: 1. Toasted Monkey 11-13-21 Event Application



City of St. Pete Beach Event Application 2020

Applicant

Name of Applicant: Matthew Vario Title (if applicable): _____

Name of Organization (if applicable): _____

Tax Exempt? ☐ Yes ☒ No Non-Profit? ☐ Yes ☒ NO *If yes on either, please provide documentation*

Mailing Address: 678 75th Ave St Pete BEach

Cell Phone: _____ Email: _____

Event Information

Event Title: St Pete fools Charity Ride Event/Organization Web Address: _____

Event Location(s): Toasted Monkey

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>11/13</u>	<u>Saturday</u>	<u>11</u>	<u>2100</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 11/13 Time(s) 0900 to _____

Cleanup Date(s): 11/13 Time(s) 2200 to _____

Description of Event: A motorcycle ride that starts and ends at Toasted Monkey raising money for 3 local chaaraties

ALPHA house, Kind mouse productions, Daystar Life Center

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): N/A

Event Logistics

Estimated Attendance

200

200

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours):	\$50.00
Special event fire vehicle per hour per vehicle (minimum of 3 hours):	\$25.00

List all event activities: _____

Electricity Needed ☐ Yes ☒ No Source: _____

Will portable restrooms be used? ☐ Yes ☒ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) There will be the usual entertainment in toasted money but nothing special or in the street.

Parking Plan (please be detailed and include on site map): _____

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☒ Sold ☐ No Alcohol

Will there be food trucks? ☐ Yes ☒ No

If yes, please list the truck/trailer vendors

1. _____
2. _____
3. _____
4. _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer

None

List all other vendors (art, crafts, clothes, etc) none

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: Please list number of tents and size of each and include location on the site plan.

3 10x10

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan.

None

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FPPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event?

☐

Yes

☒

No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☒

Yes

☐

No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
Sunset Way	75th Ave	Corey Ave	11/13	0900-2230

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

10 Barricades

20 Cones

 Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

Matth Vario
Print Name

Matth Vario
Signature

Corporation Name (if applicable)

10/5/21
Date

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

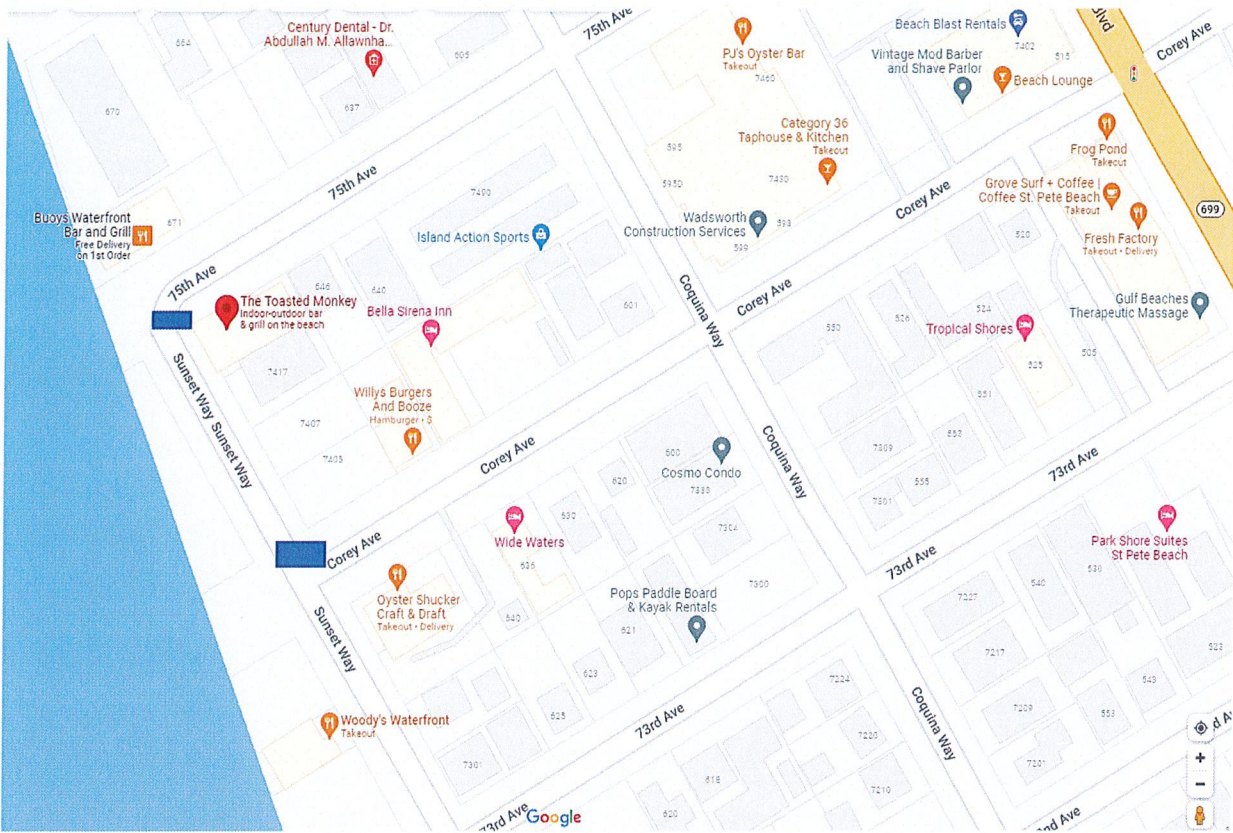
OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15.

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

Toasted Monkey Street Closure 11-13-21



= Barricade at 75th and Sunset Way and Corey Ave and Sunset Way

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Rowland On-Call Civil Contract

Date: October 26, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City previously entered into a piggyback agreement with Rowland, Inc. in July 2019 for On-Call Civil and Large Pipeline Contractor Services. The original Tampa Bay Water agreement that was utilized has since been re-bid, resulting in updated unit pricing and contract documents. Rowland is amenable to entering into a new piggyback agreement with the City of St. Pete Beach for like services. The City will piggyback on the new Tampa Bay Water agreement for use on future projects that fit the contract's scope and intent.

Funding: Funding to be determined on a per-project basis.

Requested Motion: I move to approve the services agreement with Rowland, Inc. for On-Call Civil and Large Pipeline Contractor Services.

Attachments: 1. Rowland Draft Piggyback Agreement

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

On-Call Civil & Large Pipeline Contractor Services

This is an Agreement (the “Agreement”) entered into by and between the City of St. Pete Beach (hereinafter "City") and Rowland Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the “parties.”

WHEREAS, Vendor is currently under contract with Tampa Bay Water for On Call General Civil Contractor Services Contract No. 2021-045 (the “TBW Contract”).

WHEREAS, the City desires to purchase from Vendor the On-Call Civil & Large Pipeline Contractor Services..

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City’s Code of Ordinances adopted by the City Commission, the City is authorized to “piggy-back” onto the Tampa Bay Water Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its “piggy-back” authority and has provided a proposal to the City with the same or similar unit pricing as the Tampa Bay Water Contract.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS’ 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 Vendor 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. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor 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) Vendor 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 Vendor 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) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Vendor 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 Vendor'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. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Vendor shall deliver the goods, or provide the services, described herein no later than 9/30/2025 ("completion date").

6. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

7. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

8. Vendor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
9. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
10. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
11. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.
12. This Agreement may be canceled by the City when:
 - a. Sufficient funds are not available to continue its full and faithful performance to the contract.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.
13. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.
14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to in this Agreement.
15. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall

require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

16. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

17. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

18. 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 may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's "piggy-back" contract (Exhibit "B")
- c. Vendor's proposal to the City (Exhibit "C")

20. 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.

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

22. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Rowland Inc.
Attn: Kevin D. Rowland
President
6855 102nd Ave. N.
Pinellas Park, FL 33782

As to City:

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

23. 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 in the attached proposal, to the extent of such conflict.

24. 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.

25. 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.

26. This Agreement will remain in effect for a period of four (4) years from the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

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

Rowland Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

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”
(Vendor’s “Piggy-Back” Contract)

EXHIBIT “C”
(Vendor’s Proposal to the City)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Kimley Horn I&I Engineering Services Task Order

Date: October 26, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On February 24, 2015, the City enlisted the services of Kimley-Horn and Associates, Inc. to provide engineering services during the ongoing citywide wastewater Inflow and Infiltration Study. Utilizing the data obtained during the recently completed cleaning and televising component of this study, Kimley-Horn created a report prioritizing three scopes of repairs to be performed over the next five fiscal years: pipe lining, manhole rehabilitation, and point repairs.

Similar to FY21, the City has requested that Kimley-Horn provide additional support in the form of detailed construction packages with diagrams as well as ongoing support during and after the execution of each task order, including kickoff and progress meetings and merging incoming data to be received from the contractors' with the City's GIS database. The City has recently re-solicited the three Wastewater System Repair contracts, which expired at the end of September 2021, and is currently working towards executing contracts with the successful bidders. The resulting repair contracts will be utilized to perform repairs based on the prioritization by Kimley-Horn.

Funding: Wastewater Inflow & Infiltration - 101-6107-535-5633

Requested Motion: I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$71,134.00 for FY22 Sewer Rehabilitation Services.

Attachments: 1. Task Order from Kimley-Horn



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	10/12/2021
<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
<i>Task (Project) Name</i>	2022 Sewer Rehabilitation Services
<i>Task Description (and other relevant details)</i>	Engineer will provide construction phase services for wastewater system repairs, including manhole rehabilitation, pipe lining, and point repairs, in coordination with the City's on-call contractors. Repairs have been previously identified in the 2016 I&I Study.
<i>Task Budget</i>	\$71,134.00
<i>Task Proposal Due Date</i>	10/12/2021

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach

Brett Warner
Assistant Public Works Director
City of St. Pete Beach
10/12/2021
Date

Signature
Shelby N. Hughes, P.E.
Name
EOR
Title
Kimley-Horn and Associates, Inc.
Firm
10/12/2021
Date

INDIVIDUAL PROJECT ORDER (IPO)
October 12, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2021, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT**2022 Sewer Rehabilitation Services****PROJECT UNDERSTANDING**

Under this IPO, the Engineer will provide general engineering services in connection with the three-wastewater collection system rehabilitation construction contracts for the City of St. Pete Beach over fiscal year 2022 for an anticipated budget of \$1,500,000.00. The contracts are as follows:

- Wastewater System Manhole Rehabilitation (Manhole Project)
- Wastewater System Pipe Lining (Lining Project)
- Wastewater System Point Repairs (Point Repair Project)

These contracts will be referred to as projects for the remainder of the proposal. Under these Projects, IPOs will be issued to the contractor to release a number of repairs, including pipe lining repairs or pipe point repairs. The sewer system will also require routine inspection and cleaning and will require the development of a solicitation package for contractor bids. The Engineer will provide general engineering services for these IPOs as described in the specific tasks below.

SCOPE OF SERVICES**Task 1 – Construction Packages for I&I Repairs**

A. The Engineer will provide a construction package for a maximum of ten packages total, as shown below:

1. Lining Project: A maximum of 5 construction packages.
2. Point Repair Project: A maximum of 5 construction packages.
 - a. Construction packages for point repair will have additional information included per Subsection B.

B. Construction packages will include the following:

1. Exhibits showing the location and designation of each asset that needs to be rehabilitated (Asset being pipe lining, or pipe point repair required).
2. Tabular list of assets released for rehabilitation within the IPO, with a general description of the repair necessary and a review of the CCTV inspection video to confirm rehabilitation necessary.
3. Each of the construction packages will contain up to the approximate number of assets listed below:
 - a. Pipe Lining Project – 30 Lining Repairs per IPO
 - b. Point Repair Project – 10 Point Repairs per IPO

4. Construction packages for the Point Repair Project will also include the pipeline inspection report, a general description of the deficiencies and a recommended repair per the line items in the Wastewater System Point Repairs contract.

Task 2 – Services During Construction

- A. Engineer shall provide construction observation services, for a maximum of ten IPOs as created in Task 1. Engineering services associated with Task 2 shall include the following:
 1. Engineer will conduct one project site visit per IPO and prepare punch list items to be corrected or completed at the substantial completion stage of the work.
 2. Engineer will provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Engineer will prepare discretionary items for a maximum of three work directive changes or change orders per IPO, if required, for City approval.

Task 3 – GIS Update and Progress Exhibits

- A. Engineer will update ArcGIS database for the assets that have been repaired, listing the repair type, date, and issues or comments that are related to the completion of the repair.
- B. Engineer will prepare up to three progress exhibits showing I&I rehabilitation efforts completed by Fiscal Year.

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-3 for a Lump Sum fee as outlined below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated in 2021.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Construction Packages for I&I Repairs	\$31,500.00
Task 2 – Services During Construction	\$30,533.00
Task 3 – GIS Update and Progress Exhibits	\$ 9,102.00

TOTAL LUMP SUM FEE	\$71,134.00
---------------------------	--------------------

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

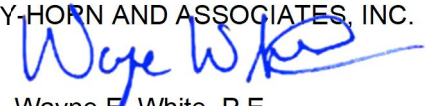
OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:
THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  Wayne E. White, P.E. _____

TITLE: _____

TITLE: Vice President _____

DATE: _____

DATE: 10/12/2021 _____

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: 2022 I&I CPS

Project Number:

Date Prepared: 5/20/2021

Estimated By: SNH

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)								Misc. Direct Expense (\$)
		Senior Prof 2	Senior Prof 1	Prof	Senior Tech Support	Tech Support	Analyst	Support Staff	KHA Labor Total	
		272.8	251.1	182.9	158.1	96.1	117.8	99.2		
1	Construction Packages for I&I Repairs									\$500
	Lining Project									
	Create GIS Exhibits (5 hrs EI per IPO x 5 IPOs = 25)			10			25			
	Create Tabular Lists (8 hrs EI per IPO x 5 IPOs = 40)			10			40			
	Point Repair Project									
	Create GIS Exhibits (5 hrs EI per IPO x 5 IPOs = 25)			15			25			
	Create Tabular Lists (8 hrs EI per IPO x 5 IPOs = 40)			15			40			
	Create Point Repair Inspection General and Repair Recommendation			10			40			
	Subtotal (Hours)	0	0	60	0	0	170	0		
	Task Total (Dollars)	\$0	\$0	\$10,974	\$0	\$0	\$20,026	\$0	\$31,000	\$500
2	Services During Construction									\$500
	Pre-construction Conference and prepare minutes from meetings			4			8			
	Contractor Coordination and RFIs			16			80			
	Site Visits			16			40			
	Provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Prepare discretionary item work directive changes, and change orders, if required, for City Approval			20			40			
	Subtotal (Hours)	0	0	56	0	0	168	0		
	Task Total (Dollars)	\$0	\$0	\$10,242	\$0	\$0	\$19,790	\$0	\$30,033	\$500
3	GIS Update and Progress Exhibits									
	ArcGIS Update			12			20			
	Progress Exhibits			12			20			
	Subtotal (Hours)	0	0	24	0	0	40	0		
	Task Total (Dollars)	\$0	\$0	\$4,390	\$0	\$0	\$4,712	\$0	\$9,102	\$0
Total Project Task									\$71,134	

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Pump Station 1 Rehabilitation Design

Date: October 26, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Under this task order, Kimley-Horn will provide general engineering services for the rehabilitation of Pump Station 1. Pump Station 1 is currently being evaluated for improvements based on existing and future flow conditions to determine pump sizing and if pump replacement is necessary to accommodate additional development within the City. The determination of whether pump replacements will be required and final pump sizing will be dependent on the feasibility assessment, coordination with the City of St. Petersburg and coordination with the City of Treasure Island. This task order includes three main tasks. Task 1 provides the design of improvements to the Pump Station, including replacement of the wet well top slabs, relocated control panels, replacing the odor control system, replacing the station's backup generator, upgraded site lighting, rehabilitation of the building's exterior, new concrete perimeter wall, and various site changes to improve accessibility for O&M tasks. Task 2, which is contingent on the results of the ongoing station evaluation, includes the design and permitting for any pump upgrades that may be required as a result of the previously mentioned capacity evaluation. Task 3 covers any bidding and construction phase services to assist with construction related engineering activities.

Funding: Wastewater - Pump Station 1 (101-6107-535-5671)

Requested Motion: I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc. in the amount of \$315,262.00 for Pump Station 1 Rehabilitation Design.

Attachments: 1. Task Order from Kimley-Horn



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	October 1, 2021
<i>Firm Selected for Task</i>	Kimley-Horn and Associates Inc.
<i>Task (Project) Name</i>	Pump Station 1 Rehabilitation
<i>Task Description (and other relevant details)</i>	Kimley-Horn will provide general engineering services for the rehabilitation of Pump Station 1 to improve accessibility for operation and maintenance. The scope of services also includes design services for replacement of the odor control system, emergency generator, and relocation of local pump control and disconnect panels. Determination on whether the pumps will be required to be replaced and final pump sizing will be dependent on the feasibility assessment, coordination with the City of St. Petersburg and coordination with the City of Treasure Island.
<i>Task Budget</i>	\$315,262.00
<i>Task Proposal Due Date</i>	TBD

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

 Alex Rey
 City Manager
 City of St. Pete Beach

 10/12/2021
 Brett Warner
 Assistant Public Works Director
 City of St. Pete Beach

 Signature
 Shelby N. Hughes
 Name
 Project Manager
 Title
 Kimley-Horn and Associates, Inc.
 Firm

 10/01/2021
 Date



INDIVIDUAL PROJECT ORDER

October 1, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2021, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Pump Station 1 Rehabilitation

PROJECT UNDERSTANDING:

Under this IPO, Kimley-Horn will provide general engineering services for the rehabilitation of Pump Station 1. Pump Station 1 is currently being evaluated for improvements based on existing and future flow conditions to determine pump sizing and if pump replacement is necessary to accommodate additional development within the City. The determination on if pumps will be required to be replaced and final pump sizing will be dependent on the feasibility assessment, coordination with the City of St. Petersburg and coordination with the City of Treasure Island. The work to be included is described in the specific scope listed in Task 1-3 below.

Task 1 – General Improvements

Pump Station 1 will require the following rehabilitation efforts, regardless of pump and panel replacement. The proposed improvements are exempt from FDEP permitting.

- Replace top slabs and install flood-tight hatches
- Relocate pump control/disconnect panels
- Replace odor control system
- Replace pump station generator
- Install new site lighting
- Existing building rehabilitation including coating
- Replace fence with concrete wall around lift station property
 - Wall height to be maximum allowable per city code and/or apply for variance if necessary
- Extend perimeter of concrete walls approximately 20 feet into neighboring City park
- Improve accessibility to the southern wet well for cleaning
- Improve accessibility to storage area under pump station control building
- Install wider gates for truck access
- Remove trees in front of access gates
- Install drive aisle for rear access and storage

Kimley-Horn shall complete the following as part of Task 1:

1. Attend one site visit to obtain readily accessible pump station and site information, observe existing pump station operation and electrical configuration, as well as electrical service

information.

2. Attend a kickoff meeting with City staff to review proposed rehabilitation components.
3. Sub-consultant will complete a Topographic Survey of the pump station listed above. Apparent right of way lines will be determined in accordance with existing monumentation, and information supplied by the City. Visible aboveground site improvements, utilities and appurtenances will be located. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. No Title Searches will be performed as part of this scope of services.
4. Prepare a 60% design submittal for City to review for all pump station improvements, excluding pump and panel replacement. The 60% construction drawings will consist of the following components:
 - Standard Cover Sheet
 - General Notes Sheet
 - Site Plan
 - Grading and Drainage Improvements
 - Typical Details
 - Mechanical and Structural Sheets
 - Electrical sheets and details will be prepared by subconsultant

The plan sheets will be provided to the client electronically in PDF format. Plan PDFs will be provided at the 60% level for the 60% review meeting. Kimley-Horn will deliver 60% plans to City staff for review and comment. After the review period, Kimley-Horn will attend a meeting with the City to review and discuss comments.

5. Prepare a preliminary Opinion of Probable Cost (OPC) based on the 60% design plans. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
6. Following the 60% review meeting, incorporate comments made on the 60% design submittal, and incorporate comments into a 90% design submittal.
7. Prepare a 90% design submittal for City for review for all lift station improvements, excluding pump and panel replacement. Conduct a 90% review meeting with the City staff to review the 90% design submittal. If comments arise from the meeting, Kimley-Horn will make the modifications for the 100% design submittal set of documents.
8. Provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Specifications will only be provided with the final design submittal.

9. Electrical sub-consultant will provide the following services:
 - Design of the new emergency power system, including new generator and transfer switch.
 - Design to relocate the pump station emergency disconnect
 - Design for a new odor control system for the pump station
 - Specifications for the electrical, control and telemetry systems
 - Provide for the reuse of the station's existing telemetry system currently utilized at the pump station.

Task 2 –Pump/Panel Replacement & Permitting

Pending results of the feasibility analysis, Kimley-Horn will complete the design to replace and upsize the existing 140 HP pumps with 200 HP pumps, in coordination with City stakeholders including the City of Treasure Island, South Pasadena, and St. Petersburg.

Kimley-Horn shall complete the following as part of Task 2:

1. Prepare a 90% design submittal for City to review for pump and panel replacement to incorporate in the general improvements plan set. The 90% construction drawings will consist of the following components:
 - Standard Cover and General Notes Sheet
 - Mechanical and Structural sheets
 - Electrical sheets and details will be prepared by subconsultant

The plan sheets will be provided to the client electronically in PDF format. Plan PDFs will be provided at the 90% level for the 90% review meeting.

2. Update the preliminary Opinion of Probable Cost (OPC) based on the 90% design plans with pump and panel replacement. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
3. Provide additional technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Specifications will only be provided with the final design submittal.
4. Electrical sub-consultant will provide the following services:
 - Design of a new electrical system, including new Variable Frequency Drives (VFDs) for each pump.
 - Design for a new control system for the pump station.

- Specifications for the electrical, control and telemetry systems
 - Provide for the reuse of the station's existing telemetry system currently utilized at the pump station.
5. The Engineer will prepare and submit documents and design data for the permit application required by the Florida Department of Environmental Protection (FDEP). The Engineer will address up to two (2) requests for information from the permitting agency or the City of St. Petersburg. The FDEP permit fee will be paid by the Engineer and is included in this task.

Task 3 – Bidding and Construction Observation Services

1. Kimley-Horn will attend a pre-bid meeting at the City of St. Pete Beach offices to describe the project and answer questions from prospective bidders. Kimley-Horn will prepare meeting minutes from this meeting and send out via email to those in attendance.
2. Kimley-Horn will assemble and transmit addendum to the City for distribution.
3. Pre-Construction Conference. The Engineer will attend one Pre-Construction Conference prior to commencement of work at the City public works office that will be led by the City.
4. Visit to the Site and Observation of Construction. The Engineer will provide six (6) visits to make on-site construction observation services during the construction phase. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during the visit and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the Work.
5. The purpose of the Engineer's site visit will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide the City a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during the visit or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
6. Recommendations with Respect to Defective Work. The Engineer will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.
7. Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the

Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.

8. **Shop Drawings and Samples.** The Engineer will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
9. **Substitutes and "or-equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
10. **Inspections and Tests.** The Engineer may require special inspections or tests of Contractor's work as the Engineer deems appropriate, and may receive and review certificates of inspections within the Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Engineer shall be entitled to rely on the results of such tests and the facts being certified.
11. **Disagreements between the City and Contractor.** The Engineer will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. **Substantial Completion.** The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City, the Engineer considers the Work substantially complete; the Engineer will notify the City and Contractor.
13. **Final Notice of Acceptability of the Work.** The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.
14. **Record Drawings and Project Documentation.** The Engineer will compile construction records provided by the contractor during construction, shop drawings, and the Engineer records.

15. **Limitation of Responsibilities.** The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.
16. **Electrical Engineering Services During Construction.** The Engineer will enlist the services of an Electrical Engineering Sub-consultant to provide services during construction, including review of submittals/shop drawings, certifications, inspections, record drawings, and acceptance of work in conformance with contract documents.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this IPO:

- Air Quality Testing/Odor Control Testing
- Geotechnical Engineering and Testing
- Environmental Services
- Programming and Integration
- Public Involvement

PROJECT DELIVERABLES

- Kick-off and coordination meeting minutes
- 60% General Improvement Design Plans and OPC
- 90% General Improvement Design Plans and OPC
- 90% General Improvements and Pump Replacement Plans and OPC (if required)
- 100% Construction Plans, Specifications, and OPC

The City shall provide and complete the following:

- Existing record information and drawings as needed and available,
- Review and comment on the deliverables,
- Attend and participate in project meetings.

FEE AND BILLING

Kimley-Horn will provide the services outlined above for a Lump Sum as outlined below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn), dated in 2021.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – General Improvements	\$155,028.00
Task 2 – Pump/Panel Replacement & Permitting	\$75,888.00
Task 3 – Bidding and Construction Observation Services	\$84,346.00

TOTAL LUMP SUM FEE	\$ 315,262.00
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ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the project.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

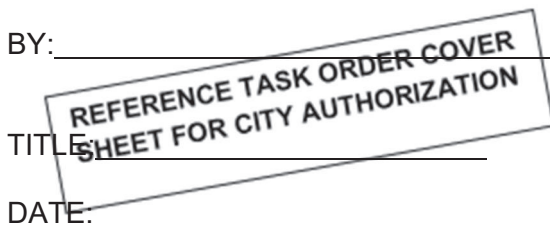
BY: _____

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: 10/01/2021



PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Pump Station 1 Reliab
 Project Number: 10/1/2021
 Date Prepared: SNH
 Estimated By:

KH Task # Subtask ID Number	KH Task Name Subtask Name/Description	Direct Labor (Person-Hours)						Support Staff	KH Labor Total	Misc. Direct Expense (\$)
		Senior Professional II	Senior Professional I	Professional	Senior Technical Support	Technical Support	Analyst			
1	General Improvements									
1.1/1.2	Site Visit/Kick Off Meeting		8	8			8			
1.3	Topo Survey									\$8,000
1.4	60% Design Submittal (Including Structural)		40	100			240			
1.5	OPC		10	10			40			
1.6/1.7	Review Meeting, 90% Submittal (Including Structural), Bid Docs		40	40			180			
1.8	Tech Specs		20	20			40			
1.9	Electrical Design									\$25,000
	Subtotal (Hours)	0	118	178	0	0	508	0		\$33,000
	Task Total (Dollars)	\$0	\$29,630	\$32,556	\$0	\$0	\$59,842	\$0	\$122,028	\$33,000
2	Pump and Panel Replacement (if required)									
2.1	Revise 90%, Include Pump and Panel Replacement Design		20	80			180			
2.2	Updated OPC		8	8			10			
2.3	Additional Tech Specs		10	10			40			
2.4	Electrical									\$15,000
2.5	FDEP Permit		8	8			20			\$500
	Subtotal (Hours)	0	46	106	0	0	250	0		\$15,500
	Task Total (Dollars)	\$0	\$11,551	\$19,387	\$0	\$0	\$29,450	\$0	\$60,388	\$15,500
3	Bidding and Construction Phase Services									
3.1 - 3.3	Pre Bid/Addendum/PreCon		24	24			40			
3.4 - 3.6	Site Visits			40			40			
3.7-3.8	RFIs and Shop Drawings		10	30			80			
3.12-1.13	Substantial/Final walkthrough		8	12			24			
3.14	Record Drawings		8	12			30			
3.16	Electrical Service During Construction									\$25,000
	Subtotal (Hours)	0	50	118	0	0	214	0		\$25,000
	Task Total (Dollars)	\$0	\$12,555	\$21,582	\$0	\$0	\$25,209	\$0	\$59,346	\$25,000
	Project Total (Dollars)								\$241,762.00	\$73,500.00

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Final Reading of Ordinance 2021-17: Local Streets Speed Limit Reduction

Date: October 26, 2021

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: During first reading on July 27, 2021, staff was directed by the Commission to work with each city commissioner to determine if additional streets should be reduced from 25 mph to 20 mph. Florida Statute 316.189, outlines the lowest maximum speed limit a municipality can set for local street is 20 mph. Furthermore, the City's ordinance establishes the speed limit for all local streets to 25 mph unless otherwise provided by the city's ordinance. Based on feedback from City Commissioners, an additional 44 streets are recommended for a reduction in speed in the final reading of Ordinance 2021-17.

District 1:

- Gulf Blvd from 75th Ave to 93rd Ave
- Boca Ciega Dr from 75th Ave to 87th Ave

District 2:

- Sunset Way from 22nd Ave to 30th Ave
- Beach Plaza from 71st Ave to 67th Ave
- 71st Ave from Gulf Blvd to Beach Plaza
- 70th Ave from Gulf Blvd to Beach Plaza
- 69th Ave from Gulf Blvd to Beach Plaza
- 68th Ave from Gulf Blvd to Beach Plaza
- 67th Ave from Gulf Blvd to Beach Plaza
- Corey Ave from Bay St to Sunset Way

District 3:

- All streets in the Lido, Belle Vista, Boca Ciega Isle, and Don Cesar neighborhoods will be reduced to 20mph.

District 4:

- Sunset Way from 22nd Ave to 30th Ave

Funding: N/A

Requested Motion: I move adopt Ordinance 2021-17.

Attachments: 1. Speed Limit ORD 2021-17 Final Reading

Ordinance 2021-17

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
AMENDING THE CODE OF ORDINANCES CHAPTER 82 – TRAFFIC
AND VEHICLES, ARTICLE II – SPECIFIC STREET REGULATIONS,
DIVISION 2 – SPEED LIMITS, SECTION 82-61 – SPEED LIMITS;
PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY;
CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION;
PUBLICATION; AND AN EFFECTIVE DATE.**

WHEREAS, the Legislature of the State of Florida has conferred upon local governments the authority to adopt regulations designed to promote the health, safety, and general welfare of its citizens.

WHEREAS, the City Commission of St. Pete Beach finds it necessary to reduce the speed limit in certain residential areas within the City to protect its citizens.

WHEREAS, Florida Statute 316.189 allows a municipality to set a maximum speed limit of 20mph within residential districts.

WHEREAS, the City Commission finds that reducing the speed limit to 20mph is necessary to protect its citizens due to issues related to: on-street parking, an increase in vehicular traffic, pedestrian and cyclist safety, and the lack of sidewalks within the area.

WHEREAS, the City Commission concludes that reducing the speed limit on Sunset Way is reasonable and is in the best interest of the public, promoting the health, safety, and general welfare of its citizens.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, HEREBY ORDAINS:

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

SECTION 2. The City of St. Pete Beach Code of Ordinances, Chapter 82 – Traffic and Vehicles, Article II – Specific Street Regulation, Division 2 – Speed Limits, is amended as follows:

Sec. 82-61. - Speed limits.

- (a) The applicable speed limit for all city streets within the city shall be 30 miles per hour for all commercial areas and 25 miles per hour for all residential areas, unless otherwise provided by ordinance.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol **** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

- (b) Notwithstanding subsection (a) hereof, the following speed limits shall be applicable on the following city streets:

20 mph:	
Gulf Way	From 1st Avenue to 22nd Avenue
44th Avenue	From Gulf Boulevard to Poinsettia Drive
41st Avenue	From Belle Vista Drive to Poinsettia Drive
Belle Vista Drive	From 39th Avenue to Oleander Way
<u>Sunset Way</u>	<u>From 22nd Ave to 30th Ave</u>
<u>Gulf Blvd</u>	<u>From 75th Ave to 93rd Ave</u>
<u>Boca Ciega Dr</u>	<u>From 75th Ave to 87th Ave</u>
<u>Beach Plaza</u>	<u>From 71st Ave to 67th Ave</u>
<u>71st Ave</u>	<u>From Gulf Blvd to Beach Plaza</u>
<u>70th Ave</u>	<u>From Gulf Blvd to Beach Plaza</u>
<u>69th Ave</u>	<u>From Gulf Blvd to Beach Plaza</u>
<u>68th Ave</u>	<u>From Gulf Blvd to Beach Plaza</u>
<u>67th Ave</u>	<u>From Gulf Blvd to Beach Plaza</u>
<u>Corey Ave</u>	<u>From Bay St to Sunset Way</u>
<u>Casablanca Ave</u>	<u>From Pinellas Byway to W. Maritana St</u>
<u>Barcelona St</u>	<u>From Pinellas Byway to E Debazen Ave</u>
<u>Granada St</u>	<u>From Pinellas Byway to E Debazen Ave</u>

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol **** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

<u>E Debazen Ave</u>	<u>From Gulf Blvd to S. Debazen Ave</u>
<u>W Debazen Ave</u>	<u>From E Debazen Ave to S Maritana Dr</u>
<u>S Debazen Ave</u>	<u>From W Debazen Ave to S Maritana Dr</u>
<u>Don Jose St</u>	<u>From S Debazen Ave to S Maritana Dr</u>
<u>Alhambra St</u>	<u>From E Debazen Ave to S Maritana Dr</u>
<u>Cabrillo Ave</u>	<u>From Gulf to W Maritana Dr</u>
<u>33rd Rd</u>	<u>From Gulf Blvd to W Maritana Dr</u>
<u>W Maritana Dr</u>	<u>From Casablanca Ave to S Maritana Dr</u>
<u>S Maritana Dr</u>	<u>From W Debazen Ave to S Debazen Ave</u>
<u>E Maritana Dr</u>	<u>From S Debazen Ave to Granada St</u>
<u>Boca Ciega Isle Dr</u>	<u>From 46th Ave back to 46th Ave</u>
<u>46th Ave</u>	<u>From Gulf Blvd to Boca Ciega Isle Dr</u>
<u>Plaza Way</u>	<u>From 46th Ave to 45th Ave</u>
<u>45th Ave</u>	<u>From Gulf Blvd to Plaza Way</u>
<u>1st St E</u>	<u>From 45th Ave to Lido Dr</u>
<u>Lido Dr</u>	<u>From 1st St E to Plaza Way</u>
<u>2nd St E</u>	<u>From 45th Ave to Lido Dr</u>
<u>44th Ave</u>	<u>From Gulf Blvd to Poinsettia Dr</u>
<u>Poinsettia Dr</u>	<u>From 44th Ave to 39th Ave</u>

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol **** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

<u>Moody St</u>	<u>From 40th Ave to 44th Ave</u>
<u>Belle Vista Dr</u>	<u>From 49th to Mangrove Point</u>
<u>43rd Ave</u>	<u>From Belle Vista Dr to Moody St</u>
<u>42nd Ave</u>	<u>From Belle Vista Dr to Poinsettia Dr</u>
<u>41st Ave</u>	<u>From Belle Vista Dr to Street End</u>
<u>40th Ave</u>	<u>From Belle Vista Dr to Poinsettia Dr</u>
<u>Miller Dr</u>	<u>From 41st Ave to Street End</u>
<u>Holland Dr</u>	<u>From 41st Ave to Street End</u>
<u>Belle Vista Dr E</u>	<u>From Belle Vista Dr to Belle Point Dr</u>
<u>39th Ave</u>	<u>From Belle Vista Dr E to Belle Point Dr</u>
<u>Belle Point Dr</u>	<u>From Poinsettia Dr to 39th Ave</u>
<u>Clearview Way</u>	<u>From Belle Vista Dr E to Belle Point Dr</u>
<u>Mangrove Point</u>	<u>From Belle Vista Dr to Street End</u>
<u>Boca Ciega Isle Dr</u>	<u>From 46th Ave back to 46th Ave</u>

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol **** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: _____
 PUBLISHED: _____
 SECOND READING: _____
 PUBLIC HEARING: _____

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

 Alan Johnson, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2021.

 Amber LaRowe, City Clerk

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol **** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol **** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: PASS-A-GRILLE OVERLAY DISTRICT and the CRD-EA DISTRICT

Date: October 26, 2021

Prepared By: Wesley Wright, Planning Manager

Through: Alex Rey, City Manager

Summary of Issue: Discussion of the following items:

1. Historic District Map, 1989 (2003 expanded)
2. HISTORIC PRESERVATION BOARD, 2006
3. PAG Overlay Map and Standards, 1999 (ORD 99-62)
4. DIVISION 20 PAG PASS-A-GRILLE OVERLAY DISTRICT (1999, Revised in 2017)
5. CRD-EA District and zone change (2011, Ord 2010-18)
6. Comparison of Commercial Standards (CRD-EA vs PAG)
7. DIVISION 28 HISTORIC PRESERVATION

Funding: N/A

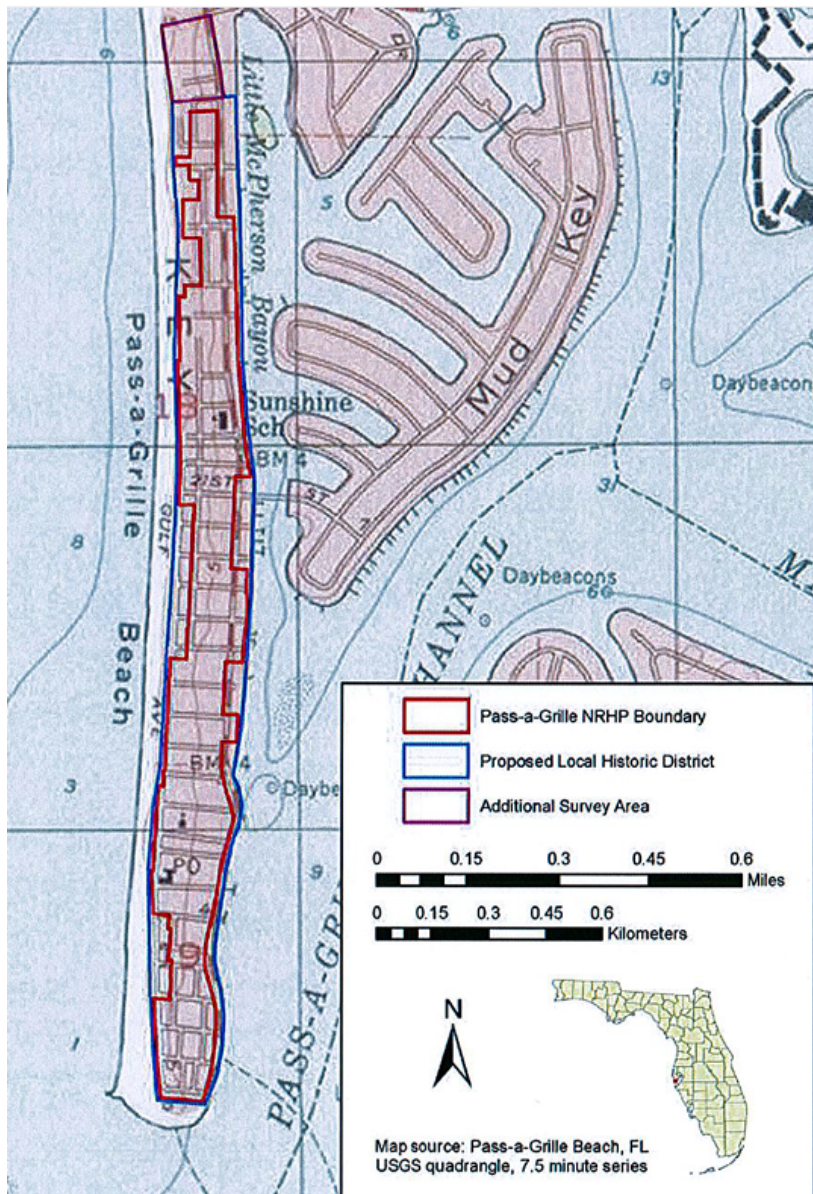
Requested Motion: N/A

Attachments: 1. HPB outline

1. Historic District Map, 1989 (2003 expanded)
2. HISTORIC PRESERVATION BOARD, 2006
3. PAG Overlay Map and Standards, 1999 (ORD 99-62)
4. DIVISION 20 PAG PASS-A-GRILLE OVERLAY DISTRICT (1999, Revised in 2017)
5. CRD-EA District and zone change (2011, Ord 2010-18)
6. Comparison of Commercial Standards (CRD-EA vs PAG)
7. DIVISION 28 HISTORIC PRESERVATION

ITEM 1.

Historic District Map, 1989 (2003 expanded)



Item 2.

HISTORIC PRESERVATION BOARD, 2006

ARTICLE VII. HISTORIC PRESERVATION BOARD

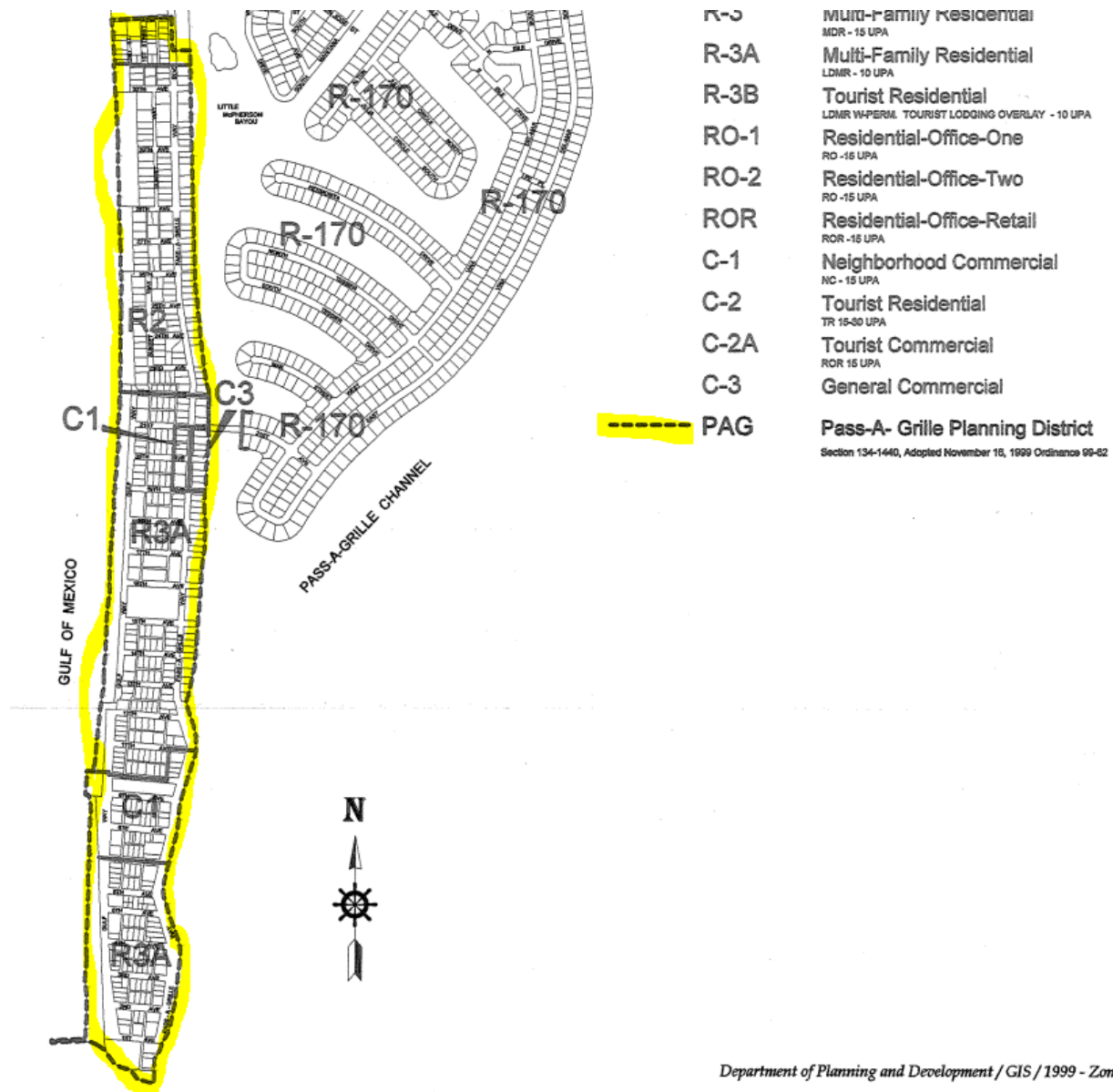
There is created a board to be known as historic preservation board for the city, under the jurisdiction and control of the city commission.

Purpose; powers and duties.

- (a) The historic preservation board will recommend historic district boundaries essential to the maintenance of the unique character of the city.
- (b) The board will develop and recommend guidelines, standards and associated land development regulations for new construction and alterations to existing structures specific to the districts.
- (c) The board shall develop design guidelines for new construction or alterations to existing structures within the Pass-a-Grille Overlay.
- (d) The board shall also have the power and duty to:
 - ...
 - (9) Advise the city commission on all matters related to historic preservation policy, including use, administration and maintenance of city-owned historic resources.
 - ...

ITEM 3.

PAG Overlay Map and Standards, 1999 (ORD 99-62). City adopts Ord. 99-62 creating the Pass-a-Grille Overlay District, which at the time essentially only provides a height maximum for new residential development. Eighth Ave and the surrounding blocks are within the PAG Overlay at this point; they have an underlying zoning of C-1 Neighborhood Commercial.



Department of Planning and Development / GIS / 1999 - Zoning.n&s.dgn

ITEM 4.

DIVISION 20 PAG PASS-A-GRILLE OVERLAY DISTRICT (1999, Revised in 2017)

Purpose and intent.

The City recognizes that the Pass-a-Grille Area was developed prior to the development of suburban zoning regulations. The (PAG) Pass-a-Grille Overlay District is intended to allow for structures that are considered contributing to the National Register Historic District to be considered conforming regarding base flood elevations and uses of property within the Pass-a-Grille area situated south of 32nd Avenue, in order to ensure that structures and uses will be compatible with the character of existing development, including the area within the designated Pass-a-Grille Historic District. Also, to recognize that the existing parcel size's, uses and overall character of the PAG shall be permitted to continue as viable uses while allowing for improvements to existing structures, additions and new development that is consistent with the existing mass and scale within the district.

Residential development option for single-family homes.

Any parcel within the PAG Overlay District with a Residential Zoning District designation of RU-2, RLM-2, or RM may develop a single family residential house using the underlying residential zoning standards for additions or new construction: If an applicant uses the underlying residential zoning district standards, for new construction or additions the following standards shall be met:

- (a) Underlying Zoning Districts minimum lot requirements,
- (b) Underlying Zoning Districts Minimum yard requirements,
- (c) Underlying Zoning Districts Maximum floor area ratio standards; and
- (d) Height shall not exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard the building side, further provided that the overall roof height shall not exceed thirty-two (32) feet.

Any other applicable standards within this division, not expressly stated in this section, shall apply to new development and redevelopment as outlined in this division.

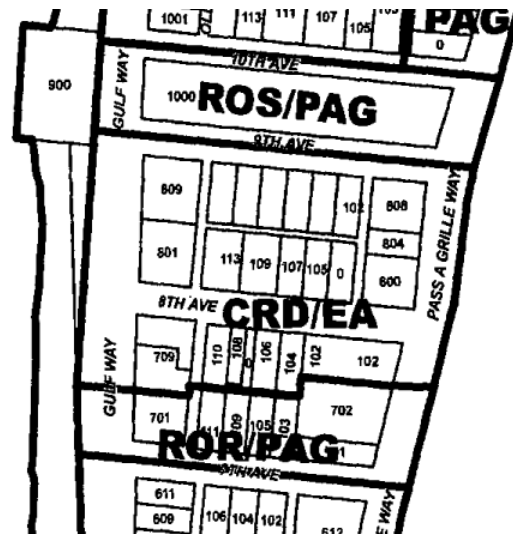
ITEM 5.

CRD-EA District and Zone Change (2011, Ord 2010-18)

City adopts the CRD-EA zoning district and rezones property from ROR to CRD-EA.

Zoning map reflects CRD-EA not shown in PAG Overlay District

Change of Zoning from ROR to CRD-EA



ITEM 6.

Comparison of Commercial Standards (CRD-EA vs PAG). There are multiple incompatibilities between the zoning standards of the CRD-EA and the PAG commercial/mixed-use building types. These include 1) setbacks, which are greater for almost all building types in the PAG Overlay; 2) ISR, which is significantly higher for lodging uses in the CRD-EA than in the PAG; 3) landscaping/buffering requirements which are waived in the CRD-EA but required in the PAG in certain instances; 4) parking calculation differences between the two districts for non-residential; and others.

Hotel Development Standards Comparison - CRD-EA & PAG Districts*		
	CRD-EA	Boutique Hotel (LDC Sec. 20.15)
Front Setback	0-2'**	15' (minimum) to 20' (maximum)
Secondary Front Setback	0'	10'
Side Setback	0'	10'
Rear Setback	10'	15'
Maximum Lot Coverage	90%	80%
Maximum Height	35'	28-32'
*The Boutique Hotel building type is the only permitted hotel building in the PAG Overlay District, but requires an existing developed hotel to be present in order to utilize the building type. Unlike the CRD-EA, the PAG Overlay does not permit new hotel buildings. **Building must be set no more than 2' from the building adjacent to it, which is approximately 2' from the front property line.		

ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

City Manager Bonfield noted that pursuant to discussions at the First Reading, Mr. Holley has incorporated those changes into the document.

Mr. Holley reviewed those changes resulting from the First Reading, as well as some issues identified by staff.

Section 28.10, Building Permits

Page 8 - This should be changed from: . . . building, "district" or site . . . to: . . . building or site . . . [district is not applicable]

Section 28.11, Demolition Permits

Page 8, Paragraph (a) – This should be changed from: . . . building "or district" has been . . . to: . . . building has been . . . [district is not applicable]

Paragraph (c) – This paragraph was moved to the designation report requiring the photographic record. It was pointed out that there are contributing structures that are not designated and perhaps these were lost through demolition. Since it may be desirable to maintain a record of those contributing structures, this portion of the Ordinance would require a photographic record prior to a demolition permit being issued. This is part of the administrative procedure and will not go before the Board.

Section 28.12, Moving Permits

Page 8, Paragraph (2) - This should be changed from: . . . building "or district" has been . . . to: . . . building has been . . . [district is not applicable]

Motion from January 24, 2006

City Commission Meeting
January 24, 2006
Page 5 of 27

City Attorney Driscoll stated that this Ordinance would accomplish everything that needs to be done assuming that everything passes on schedule. To be sure there is no issue, he recommended that the effective date of this Ordinance 2006-01 be changed and made effective upon the effective date of Ordinance 2006-08 which will be changing the name of the Board.

Vice Mayor Martohue moved to adopt on Final Reading Ordinance No. 2006-01 by reading its Title in its entirety with the effective date being changed to be made upon the effective date of adoption of Ordinance 2006-08 (changing the name of Board). This Motion includes amending Section 28.10 to include "or site"; amending Section 28.12 to delete "or district"; The motion was seconded by Commissioner Ruttencutter.

- The Motion amended 28.10 to include "or site", This was already in the text. No change made to the Ordinance for publishing.
- The Motion did not include changing 28.11, Demo Permits. However, in 2011, this Section was amended to remove District.
- The Motion amended 28.12 to delete "or district". This change was not made to the Ordinance prior to publishing.

The body of the Minutes indicate in three places that [district is not applicable].

ITEM 7.

DIVISION 28 HISTORIC PRESERVATION

Sec. 28.10. Building permits.

After a building, **district** or site has been historically designated, the city manager shall refer all related applications for building permits to the historic preservation board for review prior to permit issuance.

Sec. 28.11. Demolition permits.

- (a) Structures that have been designated pursuant to this division and/or buildings considered contributing structures to the National Register Historic District shall not be issued a demolition permit until a Certificate of Appropriateness has been issued for the demolition.

Sec. 28.12. Moving permits.

- (a) After a building **or district** has been historically designated, the city manager shall refer all related applications for moving permits to the historic preservation board for review prior to permit issuance.
- (b) When passing upon a certificate or appropriateness for the issuance of a moving permit, the historic preservation board shall consider the following criteria:
 - (1) The historic character and aesthetic interest the building contributes to its present setting.
 - (2) The reasons for the proposed move.
 - (3) The proposed new setting and general environment of the proposed new setting.
 - (4) Whether the building can be moved without significant damage to its physical integrity.
 - (5) Whether the proposed relocation site is compatible with the historical and architectural character of the building.
 - (6) When applicable, the effect of the move on the distinctive historical and visual character of a designated historic district.
 - (7) Special consideration may be afforded to an application request to move a building or structure, provided the building or structure remains within the corporate limits.