



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, April 26, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -
 - a. **Proclamation: Pass-A-Grille Women's Club 100 Year Anniversary**
2. Changes to the Agenda -
3. Audience Comments - **Comments shall be limited to 3 minutes per person**
4. Consent -
 - a. **Appointment to the General Employees Pension Board of Trustees**
 - b. **Approval of Street Closure with Wet Zones** Approval of Wet Zones
 - c. **51st & 52nd Avenue Dune Crossover Replacement Basis of Design**
 - d. **8th Avenue Alley Conceptual Design**
5. Action Items
 - a. **City Manager Performance and Contract Review**

Review of the City Manager's Performance and Contract

Action Request: Motion to approve the City Manager's annual salary be adjusted from \$199,500.00 to _____, effective on his anniversary date of April 1, 2022, and a contract extension to March 31, 2025.
 - b. **Brass Monkey Parklet Permit and Agreement**

Authorization to approve a request from the Brass Monkey restaurant for a parklet permit

Action Request: Motion to approve a request from the Brass Monkey restaurant for a parklet permit and enter into an agreement with the restaurant.

c. Landscape Architecture Services Agreement: Halff Associates, Inc.

Landscape architecture services for design and beautification of Pass-A-Grille Park

Action Request: Motion to approve landscape architecture services for the design and beautification of Pass-A-Grille Park and the adjacent streetscape in the amount of \$57,319.15 with Halff Associates, Inc.

6. Ordinances -

a. Final Reading - Ordinance 2022-06: Off-Street Parking (Updates to LDC Division 23)

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR UPDATES TO DIVISION 23 OFF-STREET PARKING AND LOADING REQUIREMENTS IN THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2022-06.

7. Resolutions -

8. Items for Discussion -

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

10. 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.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

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

Date: April 26, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Plan Administrator, Kim Kilgore, recently learned that Commission Appointed Trustee, Tim McLean, has moved out of the City; thus, he is no longer eligible to serve in that seat on the Board. Trustee Laura Williamson is on the Board and is a City resident and her seat is appointed by the trustees. Ms. Kilgore is asking that Laura Williamson be appointed to the Commission appointed seat so that Tim McLean can still serve, but move to the trustee appointed position. Note: The trustee appointed seat on the Board is not required to be filled by a City resident. Ms. Williamson will carry out the remainder of Mr. McLean's term, ending October 2022.

Funding: NA

Requested Motion: I move to appoint Laura Williamson to the General Employee Pension Board of Trustees for a term ending October 2022.

Attachments:

1. St. Pete Beach General Pension Board, Tim McLean

From: [Kim Kilgore](#)
To: [Amber LaRowe](#)
Cc: [Ginny Bodkin](#)
Subject: St. Pete Beach General Pension Board, Tim McLean
Date: Friday, April 8, 2022 12:23:45 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 afternoon Amber,

Tim McLean has moved out of the city limits, therefore cannot serve on the Board in the City appointed seat.

Laura Williamson (trustee appointed) would like to be appointed to fill the City seat, therefore we can then retain Tim McLean in the trustee appointed seat.

Please advise the soonest Laura could be appointed.

Thank you,
Kim

Kim Kilgore, *Plan Administrator*

Cape Coral Office
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.
Suite 305
Naperville, IL 60523

239.333.4TPA (4872)  **239.333.0177**  **www.foster-foster.com**

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Approval of Street Closure with Wet Zones

Date: April 26, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The following request for street closures and wet zones has been made from St Pete Beach businesses:

Twisted Tiki – is requesting Corey Ave to be closed from Blind Pass Road to the walkway by the theater on the 300 block from 5pm – 11:59pm on September 16, 2022 and 2023 and June 25, 2022.

Swigwam – is requesting Corey Ave to be closed from Blind Pass Road to the walkway by the theater on the 300 block from 7am – 11:59pm on March 17, 2023.

Toasted Monkey – is requesting Closing 75th from Coquina Way to Sunset Way and Sunset Way from 75th to Corey Ave from 9am – 7pm on May 30, July 4, and Sept 5, 2022.

Elizabeth's Boutique - is requesting closing Corey Ave from Blind Pass Road to the walkway by the theater on the 300 block from 5pm - 10pm, Thursday, May 27, 2022 for a fundraiser for families in the Ukraine.

City staff will review with the applicants their event application and issue the permit once all criteria have been met, which may include off-duty sheriff's deputies and EMS stand-by.

All wet zones on city property need approval from the City Commission.

Funding: N/A

Requested Motion: I move to authorize the approval of requested wet zones.

Attachments: 1. Street closure maps 4-26-22

SWIGWAM & Twisted Tiki Closures

BUNT PASS RD INTERSECTION

BARRICADE

BARRICADE

12ft fire lane

HAVE
LAWYER

HAIR
WIFE

CHOCOLATE
HAIR

CHOC

TIKI

SHOPS

SIDEWALK

SWIGWAM

HAVE
2
FIRE EX.

EX.

SIMPLY

TRASH
BINS

TABLES

CORN
HOLE

CORN
HOLE

BEER

FOOD

MUSIC

GENERATOR

CHILL

SHOPS

SIDEWALK

THEATRE

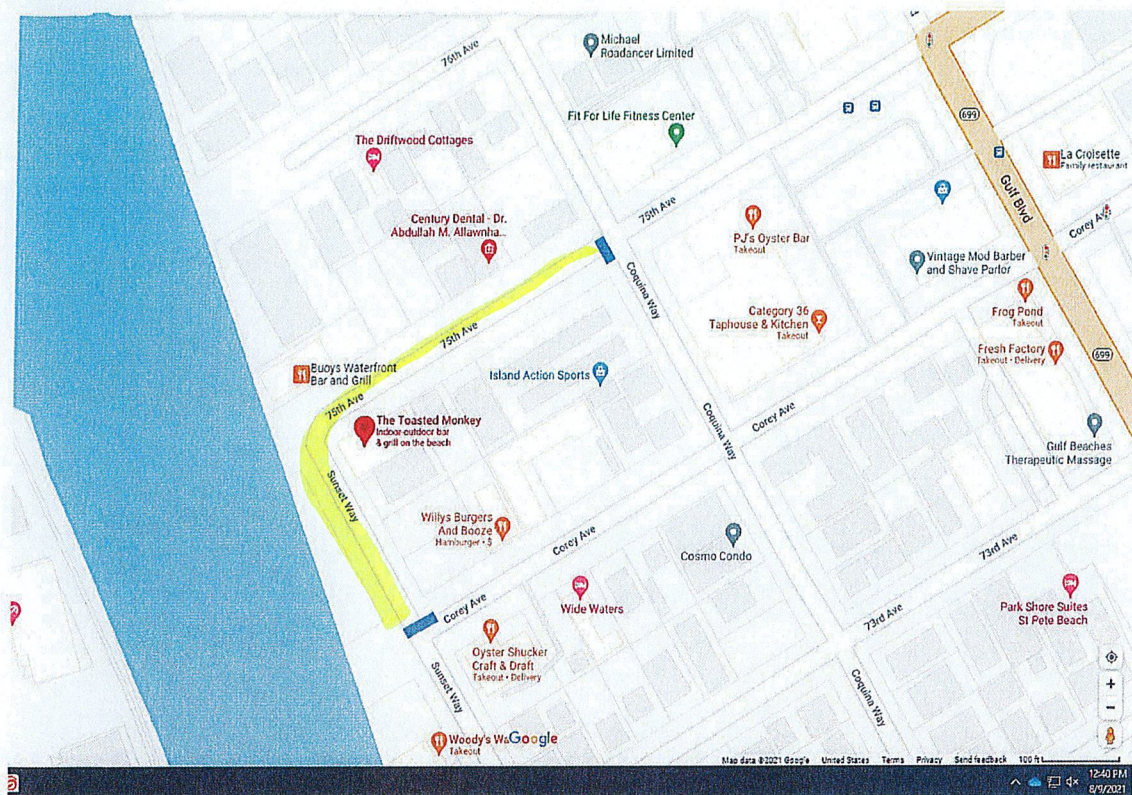
PEDESTRIAN WALKWAY @ MOVIE THEATRE

BARRICADE

BARRICADE

GAS
CAN

Toasted Monkey Closure



 = Barricades

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: 51st & 52nd Avenue Dune Crossover Replacement Basis of Design

Date: April 26, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The 51st Avenue and 52nd Avenue dune walkover and drive over are in need of replacement. These crossings were last reconstructed in 1990 using conventional wooden piling, substructure and decking, all of which is significantly deteriorated. The City requested a basis of design report (BODR) from Halff Associates, Inc. to help the City perform an alternative material evaluation to identify the most durable, long term cost effective materials to use for the replacement crossings. Items to be considered during the evaluation include long term maintenance needs, material warranty, up front cost, and material longevity in a beach environment. The resulting BODR will be used to develop a second task order to produce full design documentation utilizing the selected material from the evaluation, with construction expected to take place in FY23.

Funding: CIP - Dune Crossover Replacements - 301-8000-590-0027

Requested Motion: I move to approve the task order under the existing Continuing Engineering Services contract with Halff Associates, Inc. in the amount of \$32,827.80 for 51st & 52nd Avenue Dune Crossover Improvements Basis of Design Report.

Attachments: 1. Task Order from Halff Associates, Inc.



March 17, 2022

Mr. Brett E. Warner, PE
Assistant Public Works Director
City of St. Pete Beach
Public Works Department
155 Corey Avenue
St. Pete Beach, FL 33706

**RE: 51ST & 52ND AVENUE DUNE CROSSOVER IMPROVEMENTS
BASIS OF DESIGN REPORT (BODR)
TO #2022-03
CITY OF ST. PETE BEACH, FLORIDA**

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2022-03 to provide the City of St. Pete Beach (CLIENT) with the professional engineering services to prepare the Dune Crossover Improvements at 51st & 52nd Avenues BODR. These services and scope will be in compliance with our January 2021 Continuing Services Contract.

To assist with this task Halff will be retaining:

1. Dennis J. Benham Professional Survey and Mapper
2. Kever Mckee Engineering Structural Services
3. Arehna Engineering, Inc. Geotechnical Services

Please review, and if there are no questions, sign and return the attached Task Order Form.

Sincerely,

Halff Associates, Inc.

A handwritten signature in blue ink that reads "H. Phillip Keyes".

H. Phillip Keyes, PE
Vice President, Public Infrastructure

Attachments

Cc: 042109.017



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	March 17, 2022
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<i>Firm Selected for Task</i>	Halff Associates, Inc.
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<i>Task (Project) Name</i>	51st & 52nd Avenue Dune Crossover Improvements BODR
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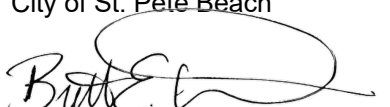
<i>Task Description (and other relevant details)</i>	The tasks included in the scope of work include: 1. Onsite Inspection 2. Subconsultant Coordination 3. Topographic/Geotechnical/Structural Survey 4. Alternative Material Evaluation
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<i>Task Budget</i>	\$32,827.80
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<i>Task Proposal Due Date</i>	March 17, 2022
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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: 2022-03

_____	_____
Alex Rey	Date
City Manager	
City of St. Pete Beach	
	4/12/2022
Brett Warner	Date
Assistant Public Works Director	
City of St. Pete Beach	

	3/17/22
Signature	Date

H. Phillip Keyes, PE	

Vice President – Public Infrastructure	

Halff Associates, Inc.	



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #2022-03

Mr. Brett E. Warner
Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwerner@stpetebeach.org

March 17, 2022
Project # 042109.017

RE: 51st & 52nd AVENUE DUNE CROSSOVER IMPROVEMENTS BODR

Site Location

County: Pinellas County
Latitude: 27°43'31.56"N

State: Florida
Longitude: 82°44'33.99"W

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit the following Task Order #2022-03. This task order is to provide the City of St. Pete Beach (City) with the professional engineering services required to prepare a Basis of Design Repoer (BODR) for the Dune Crossover Improvements at 51st & 52nd Avenue. This task order will be consistent with the terms and conditions associated with the January 2021 Continuing Services Contract for Professional Design Services between the City and Halff.

The City has requested Halff to develop a BODR to address improvements to the existing headwalls, demolishing/removal of the existing 51st Avenue structure and reconstruction of a new ADA compliant pedestrian cross-over. The 52nd Avenue crossing will be evaluated for complete removal and replacement, or demolition/removal/reconstruction of the structure deck and railing. This crossover will be designed for vehicle loads as per the existing structure (The City will provide the design vehicle criteria). An Alternative Material Evaluation will be provided for each of the crossovers. Halff will evaluate a maximum of four (4) alternative materials for each crossing. The project area is shown in Attachment A.

Scope/Intent and Extent of Services

1. Onsite Inspection

Attend an onsite field review to note, observe and obtain site-specific information and review the site relative to the existing conditions.

2. Sub-consultant Coordination

Halff will coordinate the services of the sub-consultants identified in this scope. Subconsultant Professional Services are included in this budget.

3. A. Topographic Survey

This survey will be performed under the direct supervision of a licensed Florida Professional Surveyor and Mapper. Surveys will be prepared in accordance with the Standards of Practice per the Florida Board of Surveyors and Mappers. The survey will be prepared in State Plane Coordinates (NAD 83) and NAVD 88 vertical datum. The topographic survey sub-consultant scope email is attached (Attachment B).

Deliverables:

A copy of the survey in AutoCAD will be provided.

B. Geotechnical

A geotechnical investigation will be completed to determine seasonal high ground levels, and soil information for deep pile foundations. Halff will retain the geotechnical sub-consultant, their proposal is attached (Attachment B).

Deliverables

A signed and sealed copy of the geotechnical report

C. Structural Design

The structural sub-consultant proposal is attached (Attachment B). The structural information will be included in the BODR.

4. Alternative Material Evaluation

Evaluate replacement material solutions for the Dune Crossovers (four maximum material solutions). The solutions will also include an opinion of probable construction costs (OPCC) and a recommendation. The scope of this project also includes the evaluation/replacement of headwalls.

Deliverables

A BODR that includes the OPCC (PDF)

Schedule

Upon receipt of a fully executed copy of this Task Order, Halff shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the City is to be regularly and routinely consulted in connection with the performance hereunder. The schedule allows for 2 weeks for city review and comment.

Fee

The fee breakdown for developing the project is as follows:

Task	Description	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Designer	Administrative Assistant	Cost
1	On Site Inspection	4	8	0	0	0	\$2,739.80
2	Subconsultant Coordination	4	16	0	2	2	\$4,871.90
4	Alternative Material Evaluation	8	24	24	16	2	\$12,226.10
	Engineering Services Subtotal	16	48	24	18	4	\$19,837.80
Subconsultant Fees							
3a	Topographic Survey						\$1,600.00
3b	Geotechnical Survey						\$5,950.00
3c	Structural						\$5,440.00
	Reimbursable Fees (included)						
	Total						\$32,827.80

Notes:

1. The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 90 days.
2. Items indicated as "If Necessary" are phases that may be omitted based upon the City and/or agency.
3. The Lump Sum Fee will not exceed \$32,827.80 without City written approval.

Supplemental Services

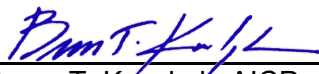
Services authorized in writing by the City other than those specifically listed in the Scope of Services and which are agreed to be performed by Halff by written addenda to this Agreement shall be considered Supplemental Services for which the City shall compensate Halff at an agreed upon lump sum fee or the Halff current hourly rates for the actual personnel involved in the tasks.

Halff Associates, Inc.


H. Phillip Keyes, PE
Vice President, Public Infrastructure

3/17/22

Date


Bruce T. Kaschyk, AICP
Sr. Vice President

3/17/22

Date

Accepted By:

City Signature Date

Typed/Printed Name and Title

ATTACHMENT A



1000 N. Ashley Drive,
 Suite 900
 Tampa, FL 33602
 813.620.4500



0 25 50 100 FEET

1 IN. = 100 FT.

Attachment A Location Map

Dune Crossovers

ATTACHMENT B

From: [Keyes, H. Phillip](#)
To: [Shaw, Allison](#)
Subject: FW: 51/52 Avenues Dune Cross Overs
Date: Wednesday, February 2, 2022 9:19:47 AM

fyi

H. Phillip Keyes, PE
Vice President, Public Infrastructure
Halff Associates, Inc.

O: (813) 331-0952

C: (727) 698-3872



[Halff.com](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: djbenham@yahoo.com <djbenham@yahoo.com>
Sent: Monday, January 31, 2022 10:44 AM
To: Keyes, H. Phillip <pKeyes@Halff.com>
Subject: RE: 51/52 Avenues Dune Cross Overs

WE are coming up with a fee of \$1600

Scope

1. Prepare Topographic Survey for the project.
2. Survey will be prepared relative to NAVD 88 and Florida State Plane Coordinate System
3. Obtain cross sections at a 50' interval.
4. Locate improvements within limits of survey.
5. Locate above ground evidence of utilities.
6. Locate trees 5" in diameter and greater.
7. Locate storm sewer and sanitary sewer structures. Inverts and pipe sizes will be obtained.
8. Prepare survey drawing.

From: Keyes, H. Phillip <pkeyes@Halff.com>
Sent: Tuesday, January 18, 2022 2:40 PM
To: Dennis J. Benham - Dennis J. Benham - Prof Surveyor and Mapper (djbenham@yahoo.com) <djbenham@yahoo.com>
Cc: Shaw, Allison <aShaw@Halff.com>
Subject: 51/52 Avenues Dune Cross Overs

I'm using Mimecast to share large files with you. Please see the attached instructions.

Hi Dennis,

Please provide a topography survey scope, schedule and budget within the R/W for the attached. Also attached is the original design plans FYI. Please call or email any questions. Also, can you provide this by mid early week.

I only need the overall with, length, and center line break point elevations for the existing wood structures.

Thanks,

Phillip

January 19, 2022

Revised: March 14, 2022

Philip Keys, PE
Halff Associates, Inc.
1000 N. Ashley Dr
Tampa, FL 33602

Reference: **St. Pete Beach – 51/52 Avenue Dune Crossover Reconstruction
St Petersburg, Florida**

Subject: Proposal for Structural Engineering Services

Mr. Keys:

We appreciate the opportunity to provide this proposal for Structural Engineering Services for this project. This proposal will present our understanding of the project conditions, scope-of-work, and our proposed professional fees based on the project description and assumptions presented herein.

A. Project Description

1. The purpose of this project is to provide a preliminary design report to reconstruct or replace two wood Dune Crossover walkways 51 and 52 Avenue.
2. The existing wood framed dune crossovers are approximately 130'.
3. Portions of the existing structure may be re-used.
4. One crossover will be rated for emergency truck traffic. The other is rated for pedestrian traffic.
5. The project will require a retaining wall adjacent the access road. The wall is proposed to be vinyl sheet pile with steel helical tie backs.

B. Structural Engineering – Technical Scope of Work

1. Preliminary Design Report:
 - a. Complete a site investigation to observe the existing conditions and determine what of the existing structure is re-usable.
 - b. Provide the technical criteria to prepare the geotechnical testing RFP.
 - c. Evaluate the geotechnical report (provided by others) and provide a foundation design based on the geotechnical engineer's recommendations.
 - d. Size structural components.
 - e. Research decking alternatives
 - f. Attend remote coordination meetings with the client.
 - g. Prepare an estimate of probable construction costs for the dune crossings.
 - h. Prepare a letter report outlining the results of the study

C. Proposal Assumptions and Exclusions

1. Structural calculations will be prepared and kept in KME files for future reference but will not be submitted for review.
2. Construction documents or construction administration are not included in the scope of this proposal.
3. Survey and geotechnical exploration will be required on this project, fees and services shall be provided by others.
4. Submission to permitting agency will be made electronically with all permit submissions and fees by others.
5. KME carries \$2,000,000.00 (per claim and aggregate) of professional liability insurance. Additional coverage may be provided as an additional service.
6. Threshold or Special Inspection services are not included in the scope of this proposal.

St. Pete Beach – 51/52 Avenue Dune Crossover Reconstruction
St Petersburg, Florida

Page 1 of 2

7. Reproduction of bid documents and construction sets is not included and will be billed as reimbursable expenses.
8. If problem soils are discovered at the project site, special foundation design may be provided at an additional fee.

D. Proposed Fee for Engineering Services

1. Proposed compensation for the Structural Engineering Services outlined herein will be based on a **LUMP SUM FEE of \$5,440.00** as broken down in the attached Man-Hour Estimate.
2. Fees will be billed and payable based on the percentage of completion of the work.

We hope this proposal meets with your approval. We appreciate this opportunity and look forward to a successful project. If you have any questions or wish to discuss this proposal, please do not hesitate to call.

AGREEMENT AND NOTICE TO PROCEED

By authorized signature below, both parties signify their agreement with the above contractual terms.



March 14, 2022

Patrick McKee, P.E.
Kever McKee Engineering

Date

Halff Associates, Inc.

Date

**St. Petersburg Dune Crossing
Man-Hour Estimate**

Tasks	Est. # Sheets	Clerical	Cadd Technician	Engineering Intern	Engineer	Principal Engineer	Total
1.0 Preliminary Design Report							
1.1 Site investigation					12		12
1.2 Geotechnical RFP, review and coordination					0.5		0.5
1.3 Evaluation of existing and proposed framing					4		4
1.4 Size structural components					2		2
1.5 Research decking products					1.5		1.5
1.6 Preliminary construction documents			8		4	1	13
1.7 Probable construction costs					4		4
1.8 Coordination meetings					1.5		1.5
1.9 Letter summary report		2	2		3		7
2.0 Quality control						3	3
<i>Total Hours</i>		2	10	0	32.5	4	48.5
<i>Rates</i>		\$ 45.00	\$ 75.00	\$ 100.00	\$ 120.00	\$ 175.00	
<i>Subtotal</i>		\$ 90.00	\$ 750.00	\$ -	\$ 3,900.00	\$ 700.00	
Subtotal for Preliminary Design Report							\$ 5,440.00
Total Lump Sum Fee							\$ 5,440.00

January 17, 2022

H. Phillip Keyes, PE
Halff Associates, Inc,
1000 N. Ashley Drive, Suite 900
Tampa, Florida 33602

Subject: **Proposal for Geotechnical Engineering Services**
51st Avenue Dune Crossing
Gulf Boulevard and 51st Avenue
St. Pete Beach, Florida
AREHNA B.Prop-22-007.REV

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal has been revised to include an additional boring along 52nd Avenue and summarizes our understanding of the project, presents our scope of services, and provides a lump sum fee and schedule.

Project Description

The project site is located at the west terminus of 51st Avenue and 52nd Avenue in St. Pete Beach, Florida. The project consists of a new dune crossing at the end of each roadway to access the beach. We understand that the existing piles for the dune crossing along 52nd Avenue may be reused and geotechnical borings will not be required. An optional service to perform this boring will be included in this proposal.

Based on recent aerial images, the site appears to be accessible to AREHNA's truck mounted drilling rig for a boring at the east end of the crossing. We have assumed that borings will not be performed on the dune. Coordination with the City may be required for access. The existing dune crossing entrances may need to be partially or fully blocked during drilling. We have assumed that if both borings are needed they will be performed within the same mobilization.

Scope of Services

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the boring which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for deep foundations supporting the structure and/or soil parameters for other foundation type(s) as needed.
- General geotechnical recommendations for the proposed construction.

The following services will be performed:

- Request 48-hour utility location services from Sunshine811.
- Obtain ROW/MOT permits to perform the requested services within the existing roadway, if required.
- Perform one Standard Penetration Test (SPT) boring to a depth of 25 feet below existing grade at the east end of the crossing along 51st Avenue. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. The boreholes will be backfilled with grout upon completion.
- **Optional Service:** Perform one Standard Penetration Test (SPT) boring to a depth of 25 feet below existing grade at the east end of the crossing along 52nd Avenue.
- Visually classify and stratify soil samples in the laboratory using the Unified Soil Classification System and conduct a laboratory testing program.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

Schedule

We can perform the field work within approximately three to four weeks from receiving the notice to proceed. During this time, the boring locations will be staked/marked and utility locates request will be submitted to Sunshine811. The utility marking/clearance will take a minimum of 48 hours. The field work should require approximately one day to complete, weather and access permitting. Our signed and sealed report should be available within three weeks after completion of the field work.

Service Fee

We propose to complete our geotechnical engineering services for a lump sum fee of:

Geotechnical Services (includes one boring along 51 st Ave. and report):	\$5,350.00
Optional Service: Additional boring along 52 nd Ave.	\$ 600.00
Total Proposed Budget	\$5,950.00

The attached Work Order is an integral part of this proposal. To authorize our services, please sign the work order or reference this proposal in a letter of authorization. Please also indicate if the optional service is needed.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,
AREHNA Engineering, Inc.


Andy Tao, P.E.
Geotechnical Engineer


Kevin Hill, P.E., PMP
Senior Geotechnical Engineer

Attachments: Work Order



Project Name ("Project"): 51st Avenue Dune Crossing
Proposal No. ("Proposal"): B.Prop-22-007.REV
Date of Proposal: 1/17/2022
Project Location ("Site"): Gulf Boulevard and 51st Avenue, St. Pete Beach, Florida
Client: Half Associates, Inc.
Client Address: 1000 N. Ashley Drive, Suite 900
Tampa, Florida 33602

Scope of Services: Please refer to the attached Proposal, which is incorporated herein by reference.

In consideration of the mutual covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

1. **STANDARD OF CARE.** AREHNA will perform the Scope of Authorized Services referenced above and in any subsequent change order ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of AREHNA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against AREHNA with respect to the Services to be performed by AREHNA must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

2. **OPINIONS OR ESTIMATES OF COST.** If included in the Services, AREHNA will provide estimates of the cost of materials, remediation or construction based on AREHNA's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

3. **PAYMENT.** Client will pay AREHNA for performing the Services in accordance with the fee provisions contained in the Proposal or the above Scope of Authorized Services. AREHNA's invoices are due upon receipt. If payment is not received within thirty (30) days from the date of AREHNA's invoice, in addition to the invoiced amount, Client will owe interest on the unpaid balance at a rate equal to the lesser of one and one-half (1½ %) percent per month or the maximum legal rate until the invoice, plus interest, is paid in full. AREHNA may suspend the performance of Services when any invoice is past due.

4. **OWNERSHIP OF DELIVERABLES AND RELATED DOCUMENTS.** All reports, drawings, plans, designs and other documents prepared by AREHNA pursuant to this Agreement, (collectively, "Deliverables") including all intellectual property rights therein, remain the property of AREHNA. Client agrees that the Deliverables (i) are intended for the exclusive use and benefit of, and may be relied upon only by, Client and (ii) will not be used at a Site or for a Project not expressly provided for in this Agreement. Client does not require AREHNA's permission for regulatory submittal of the Deliverables or, subject to all terms and conditions contained in this Agreement, reliance on the Deliverables provided to Client's design team, of which AREHNA is a member, solely for the design of the Project for which the Deliverables were intended. Client agrees that any prospective lender, buyer, seller or other third party who wishes to rely on any Deliverables must first sign AREHNA's Secondary Client Agreement. Client will defend, indemnify and hold harmless AREHNA, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, agents, successors and assigns, (collectively, "Indemnitees") from and against all claims, settlements, costs, expenses, liabilities, damages, penalties and interest, including attorneys' fees and litigation expenses, (collectively, "Liabilities") asserted against or incurred by Indemnitees as a result of any unauthorized use of, or reliance on, the Deliverables. If Client requests Deliverables on electronic media, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by AREHNA will be the official document. Any modification(s) of the electronic copy by Client will be at its own risk. Client further agrees that (i) the Deliverables may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, AREHNA, (ii) the Deliverables will reflect AREHNA's findings as to conditions that existed only at the time the Services were performed and (iii) AREHNA makes no representations as to any facts or assumptions provided to, but not independently verified by AREHNA.

5. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF AREHNA, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR AREHNA'S PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO AREHNA BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER. Client acknowledges that (i) without the inclusion of this limitation of liability provision, AREHNA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of AREHNA under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an exculpation from, AREHNA's liability and (v) it has received special consideration of ten dollars (\$10) for this

limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration. **PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

6. **INDIRECT DAMAGES.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.

7. **SITE OPERATIONS.** If sampling or intrusive services are part of the Services, the Proposal or opinion of costs does not include the costs associated with surveying the Site to determine accurate horizontal and vertical locations of any tests, borings, or well installation locations. Client will establish test or boring locations. If surveying is required, those Services will be secured by Client. Field tests or boring locations described in the Deliverables or shown on sketches are based on information furnished by others or estimates made in the field by AREHNA's personnel. Such depths, dimensions, or elevations are approximations. Unless expressly stated otherwise, the Services do not include the costs of restoration of damage which is reasonably necessary to perform the Services. Client will defend, indemnify and hold harmless the Indemnitees from and against Liabilities related to, or arising from, any undisclosed or unknown surface or subsurface conditions, except to the extent such Liabilities were caused solely by the negligence of the Indemnitees.

8. **SITE RESPONSIBILITY.** Client will provide AREHNA with access to the Site and all available Site information deemed necessary by AREHNA. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AREHNA. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. AREHNA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AREHNA is not responsible for safety or security at the Site, other than for AREHNA's employees, and that AREHNA does not have the right or duty to stop the work of others.

9. **SAMPLES AND WASTES.** Samples are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If Client directs AREHNA to retain any samples, AREHNA will take reasonable steps to retain them, at Client's expense, but only for a mutually acceptable time. AREHNA reserves the right to refuse storage of any samples. If the samples or wastes resulting from the Services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive or toxic substances, pollutants, or their constituents (collectively, "Contaminants"), AREHNA, at Client's direction and expense, will either (i) return such samples, wastes, soils or materials to, or leave them with, Client for appropriate disposal or (ii) using a manifest signed by Client as generator and arranger, transport such samples, wastes, soils or materials to an approved facility selected by Client for final disposal, using a transporter selected by Client. In so doing, AREHNA will be acting solely as an independent contractor for Client and will at no time assume title, constructive or express, to any such samples, wastes, soils, or materials. Client will defend, indemnify and hold harmless the Indemnitees from and against all Liabilities arising from the Indemnitees handling of such samples, wastes, soils or materials, except to the extent of AREHNA's negligence or willful violation of any applicable law.

10. **UNANTICIPATED CONDITIONS.** Client will inform AREHNA in writing of all known Contaminants or other conditions existing on or near the Site that present a potential danger to health, the environment, or AREHNA's equipment or personnel prior to commencement of the Services. Should AREHNA encounter such conditions which were not reasonably anticipated or which increase the risk or cost, or both, involved in AREHNA's performance of the Services, upon notice to Client, AREHNA, in its sole discretion, may (i) suspend the performance of Services and submit a change order to be signed by Client prior to proceeding or (ii) discontinue the performance of Services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or AREHNA's equipment or personnel, AREHNA will immediately inform Client, so that Client can notify the appropriate government authorities. If Client fails to do so, Client will hold AREHNA harmless if AREHNA provides such notice.

11. **EXCUSABLE DELAY.** AREHNA will not be in breach of this Agreement due to any delay or failure to perform any obligation pursuant to a schedule, if such delay or schedule failure results from circumstances beyond the control of AREHNA. In the event of any such delay, AREHNA will be entitled to an extension of the time to put performance of the Services back on schedule, and AREHNA will be compensated for any necessary and reasonable increased costs of performance that result from such delay.

12. **ENVIRONMENTAL INDEMNITY.** Client (i) expressly releases the Indemnitees from all Liabilities arising from, or related to, any exposure, release, or dispersal of Contaminants on or about the Site and (ii) will defend, indemnify, and hold harmless the Indemnitees from and against all such Liabilities arising from or caused by Contaminants ("Environmental Liabilities"), except to the extent that such Environmental Liabilities are determined to have been caused solely by the negligence of, or the willful violation of any applicable environmental health or safety law, by AREHNA.

13. **TERM AND TERMINATION.** The term of this Agreement shall commence on the month, day and year first written above and shall continue in effect until completion of the Services and final payment, unless earlier terminated by Client for its convenience upon fourteen (14) days prior written notice to AREHNA. In such event, Client will take possession of the Site and the materials and equipment thereon, provided that such materials and equipment have been paid for by Client. AREHNA will be paid for all Services performed up to the effective date of termination, plus reasonable demobilization expenses and expenses related to the cancellation of previously-placed orders and other commitments regarding the Project.

14. **DISPUTE RESOLUTION.** The Parties shall undertake in good faith to settle or compromise all disputes, controversies, or differences between them that arise out of, or are related to, the performance of a Party under this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. All Disputes shall be dealt with as follows:

Any time there is a Dispute, either Party may send a written notice to the other Party setting forth a description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first fourteen (14) days following receipt of the Notice of Dispute, either Party may seek to have the Dispute resolved by non-binding mediation pursuant to the construction industry rules of the American Arbitration Association. Promptly upon selection of a mediator, the Parties shall provide the mediator with copies of the Notice of Dispute, all related, relevant documents and a statement of their respective positions and shall request that the mediator meet with the Parties within twenty (20) days of such selection to consider and propose a resolution or a procedure for reaching a resolution. If the Parties have not resolved the Dispute or have not agreed in a writing signed by an officer of both Parties to resolve the Dispute by binding arbitration, either Party, after sixty (60) days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), may seek a resolution in any state or federal court that has jurisdiction over the Parties and the subject matter of the Dispute ("Court"). Either Party may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury, or to obtain other emergency relief at any time during the process described above. Despite such application, the Parties will continue to participate in good faith in the procedures specified in this Section 14. The procedures specified in this Section 14 shall be the sole and exclusive procedures for the resolution of Disputes. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

15. **ASSIGNMENT.** This Agreement may not be assigned by either Party without the written consent of the other Party, which said such consent shall not be unreasonably withheld or delayed. Client acknowledges that AREHNA may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without the approval of Client.

16. **SURVIVAL.** All of Client's and AREHNA's obligations and liabilities, including, but not limited to, Client's defense and indemnification obligations and the limitation of liability provision in Section 5, and AREHNA's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

17. **SEVERABILITY.** If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.

18. **NO CONSTRUCTION AGAINST THE DRAFTER.** Each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either Party as the drafter.

19. **INTEGRATION.** This Agreement and other documents, if attached as exhibits hereto, constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the above Scope of Authorized Services can only be changed by a written instrument signed by both Parties.

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida, without giving effect to its choice of law principles.

AREHNA Engineering, Inc.

Half Associates, Inc.

Signature of Authorized AREHNA Representative

Signature of Authorized Client Representative

Print Name and Title

Print Name and Title

Date

Date

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: 8th Avenue Alley Conceptual Design

Date: April 26, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a task order from Halff Associates, Inc. to develop conceptual design drawings of the western alleyway between 7th and 8th Avenue in Pass-a-Grille. This alley, which is used by several businesses and residents for trash collection, property access, and utility service, is in need of reconfiguration to make it safer and to increase the overall aesthetics of the area. This task order will include a survey of the alley and street connections, consultation with stakeholders, a conceptual plan and utility coordination and is expected to be completed within 14 weeks of Notice to Proceed.

Funding: 001-6101-519-5312

Requested Motion: I move to approve the task order under the existing Continuing Engineering Services contract with Halff Associates, Inc. in the amount of \$38,451.70 for 8th Avenue Alleyway Improvements.

Attachments: 1. Task Order from Halff Associates, Inc.



March 17, 2022

Mr. Brett E. Warner, PE
Assistant Public Works Director
City of St. Pete Beach
Public Works Department
155 Corey Avenue
St. Pete Beach, FL 33706

**RE: 8TH AVENUE ALLEYWAYS IMPROVEMENTS CONCEPT PLAN
TO #2022-06
CITY OF ST. PETE BEACH, FLORIDA**

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2022-06 to provide the City of St. Pete Beach (CLIENT) with the professional engineering services to prepare a CONCEPT PLAN for Alleyway Improvements between 7th and 8th Avenues. These services and scope will be in compliance with our January 2021 Continuing Services Contract.

To assist with this task Halff will be retaining:

1. Dennis J. Benham Professional Survey and Mapper

Please review, and if there are no questions, sign and return the attached Task Order Form.

Sincerely,

Halff Associates, Inc.

A handwritten signature in blue ink that reads "H. Phillip Keyes".

H. Phillip Keyes, PE
Vice President, Public Infrastructure

Attachments

Cc: 042109.018



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	November 23, 2021
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<i>Firm Selected for Task</i>	Halff Associates, Inc.
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<i>Task (Project) Name</i>	8th Avenue Alleyways Improvements
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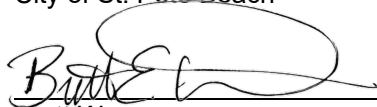
<i>Task Description (and other relevant details)</i>	The tasks included in the scope of work include: 1. Onsite Inspection 2. Subconsultant Coordination 3. Topographic Survey 4. Stakeholder Coordination 5. Conceptual Plan 6. Utility Coordination
--	--

<i>Task Budget</i>	\$38,451.70
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<i>Task Proposal Due Date</i>	March 17, 2022
-------------------------------	----------------

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: 2022-06

_____ Alex Rey City Manager City of St. Pete Beach	_____ Date	 _____ Signature	3/17/22 _____ Date
 Brett Warner Assistant Public Works Director City of St. Pete Beach	4/12/2022 _____ Date	H. Phillip Keyes, PE _____ Vice President – Public Infrastructure _____ Halff Associates, Inc.	



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #2022-06

Mr. Brett E. Warner, Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarner@stpetebeach.org

March 17, 2022
Project # 042109.018

RE: 8TH AVENUE ALLEYWAYS IMPROVEMENTS CONCEPTUAL PLAN

Site Location

County: Pinellas County
Latitude: 27°41'15.76"N

State: Florida
Longitude: -82°44'14.76"W

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit the following Task Order #2022-06. This task order is to provide the City of St. Pete Beach (City) with the professional engineering services required to prepare a **CONCEPTUAL PLAN** for Alleyway Improvements between 7th and 8th Avenues. This task order will be consistent with the terms and conditions associated with the January 2021 Continuing Services Contract for Professional Design Services between the City and Halff.

The City has requested Halff to develop a **CONCEPTIAL PLAN** for reconstruction of the alleyways between 7th and 8th Avenues and to address the dumpster locations within the project area. As a part of this project, Halff will coordinate with the solid waste agency, affected business/residential stakeholders and private utilities as related to the locations of the dumpster. Based on our conversations with the City, the **CONCEPT PLAN** of the will include a combination of crushed shell and geogrid fabric, in conjunction with ribbon curb as per the City's alleyway design standards. The project area limits are shown on Attachment A.

Scope/Intent and Extent of Services

1. Onsite Inspection

Attend an onsite field review to note, observe and obtain site-specific information and review the site relative to the existing conditions. We will also coordinate with the sanitation companies to try to obtain their input on dumpster operations and potential location modifications.

2. Subconsultant Coordination

Halff will coordinate the services of the subconsultants identified in this scope. Subconsultant Professional Service Fees are included in this budget.

3. Topographic Survey

A design level special purpose survey will be developed for the project area identified in Attachment A. The survey will be within street rights-of-way and easements at a vertical accuracy necessary to provide an understanding of the direction of existing surface drainage patterns. This survey will also identify all visible above grade indicators of existing utilities as well as invert/size/material of gravity piping (when accessible). This scope is based on the understanding that the City will field locate and mark its facilities.

This survey will be performed under the direct supervision of a Licensed Florida Professional Surveyor and Mapper. Surveys will be prepared in accordance with the Standards of Practice per the Florida Board of Surveyors and Mappers. The survey will be prepared in State Plane Coordinates (NAD 83) and NAVD 88 vertical datum. The topographic survey sub consultant scope email is attached (Attachment B).

Deliverables:

A copy of the survey in AutoCAD will be provided.

4. Stakeholder Coordination

Halff will provide stakeholder coordination for the location of the dumpsters. This will include three (3) onsite meetings, determining the stakeholders needs, and verifying access and logistics of the solid waste agency.

Deliverables

PDFs of any agency or stakeholder meeting notes and correspondence will be provided.

5. Conceptual Plan

Using the Topographic Survey and working with City Staff, develop a concept of the alleyways and dumpster location along with the typical section. The concept will also include an Opinion of Probable Construction Cost (OPCC).

Deliverables

Halff will provide One (1) PDF electronic copy of the selected Conceptual Plan and OPCC.

6. Utility Coordination

Coordinate with other public and private utility owners including cable and power regarding the location of their facilities in the project area.

Deliverables

PDFs of utility agencies correspondence will be provided.

Schedule

Upon receipt of a fully executed copy of this Task Order, Halff shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the City is to be regularly and routinely consulted in connection with the performance hereunder. The schedule allows 2 weeks for City review and comment.

Description	Weeks After NTP
Task 1 - Onsite Inspections	2
Task 2 - Subconsultant Coordination	6
Task 3 - Topographic Survey	6
Task 4 – Stakeholder Coordination	12
Task 5 – Conceptual Plan	14
Task 6 - Utility Coordination	8

Fee

The fee breakdown for developing the project is as follows:

		Sr. Project Manager	Sr. Project Engineer	Project Engineer	Designer	Administrative Assistant	Cost
Task	Description	\$231.75	\$226.60	\$144.20	\$82.40	\$77.25	
1	On Site Inspections	8	8	0	0	2	\$3,821.30
2	Subconsultant Coordination	4	8	8	0	2	\$4,047.90
4	Stakeholder Coordination	24	24	8	0	4	\$12,463.00
5	Conceptual Plan	4	24	32	0	2	\$11,134.30
6	Utility Coordination	2	4	24	0	2	\$4,985.20
	Engineering Services Subtotal	42	68	72	0	12	\$36,451.70
	Subconsultant Fees						
3	Topographic Survey						\$2,000.00
	Reimbursable Fees						\$0.00
	Total						\$38,451.70

Notes:

1. The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 90 days.
2. Items indicated as "If Necessary" are phases that may be omitted based upon the City and/or agency.
3. The Lump Sum Fee will not exceed \$38,451.70 without City written approval.

Supplemental Services

Services authorized in writing by the City other than those specifically listed in the Scope of Services and which are agreed to be performed by Halff by written addenda to this Agreement shall be considered Supplemental Services for which the City shall compensate Halff at an agreed upon lump sum fee or the Halff current hourly rates for the actual personnel involved in the tasks.

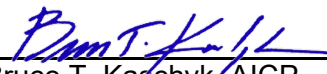
Halff Associates, Inc.



H. Phillip Keyes, PE
Vice President, Public Infrastructure

3/17/22

Date



Bruce T. Kaschyk, AICP
Sr. Vice President

3/17/22

Date

Accepted By:

City Signature

Date

Typed/Printed Name and Title

Attachment A



The information contained in this map is offered as is with no claim or warranty as to its accuracy or completeness. The maps are for reference only and should not be considered to be of survey precision.



1000 N. Ashley Drive,
 Suite 900
 Tampa, FL 33602
 813.620.4500



0 25 50 100 FEET

1 IN. = 100 FT.

Attachment A Location Map

8th Avenue Alley
 Reconstruction Design

Attachment B

From: [Keyes, H. Phillip](#)
To: [Shaw, Allison](#)
Subject: FW: 8th Avenue Scope
Date: Wednesday, February 2, 2022 10:04:35 AM

fyi

H. Phillip Keyes, PE
Vice President, Public Infrastructure
Halff Associates, Inc.

O: (813) 331-0952

C: (727) 698-3872



[Halff.com](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: djbenham@yahoo.com <djbenham@yahoo.com>

Sent: Wednesday, February 2, 2022 9:44 AM

To: Keyes, H. Phillip <pKeyes@Halff.com>

Subject: 8th Avenue Scope

1. Prepare a Topographic Survey for the site. Cross sections will be taken at a 100' interval and to include any "breaklines". In addition, cross sections will overlap 10' on to adjacent property.
2. Survey will conducted relative to the Florida State Plane Coordinate System and the North American Vertical Datum of 1988.
3. Locate improvement within the limits of survey.
4. Locate above ground evidence of utilities.
5. Locate ttees 5" in diameter and greater.
6. Locate storm sewer and sanitary sewer strictures. Invert elevations and pipe sizes will be obtained.
7. Determine right of way lines.
8. Prepare survey drawing.

Keyes, H. Phillip

From: Keyes, H. Phillip
Sent: Wednesday, January 26, 2022 5:55 PM
To: Shaw, Allison
Subject: Fwd: 8th Alley Reconstruction

Sent from my iPhone

H. Phillip Keyes, PE
Vice President, Public Infrastructure
Halff Associates, Inc.

O: (813) 331-0952
C: (727) 698-3872



Halff.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

Begin forwarded message:

From: djbenham@yahoo.com
Date: January 26, 2022 at 5:21:44 PM EST
To: "Keyes, H. Phillip" <pkeyes@halff.com>
Subject: RE: 8th Alley Reconstruction

\$2000

From: Keyes, H. Phillip <pKeyes@Halff.com>
Sent: Wednesday, January 26, 2022 4:30 PM
To: 'Dennis J. Benham - Dennis J. Benham - Prof Surveyor and Mapper (djbenham@yahoo.com)' <djbenham@yahoo.com>
Cc: Shaw, Allison <aShaw@Halff.com>
Subject: FW: 8th Alley Reconstruction

Hey Dennis, Per our conversation please provide a proposal as soon as you can.

Thanks

H. Phillip Keyes, PE
Vice President, Public Infrastructure
Halff Associates, Inc.

O: (813) 331-0952
C: (727) 698-3872

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: City Manager Performance and Contract Review

Date: April 26, 2022

Prepared By: Alex Rey, City Manager

Through: Alex Rey, City Manager

Summary of Issue: I have completed my third year as your City Manager. It has been an extremely busy year and I am proud of our accomplishments. I look forward to working with the Commission, our staff and our community as we address new challenges and opportunities in the future.

My employment agreement provides for Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment that would be effective on my anniversary date of April 1, 2022 and a contract extension until March 31, 2025.

Funding: 001-5201-512-5120

Requested Motion: "I move to approve that the City Manager's annual salary be adjusted from \$199,500 to _____, effective on his anniversary date of April 1, 2022 and a contract extension until March 31, 2025."

Attachments:

1. City Manager Memo FY22 Accomplishments
2. City Manager contract addendum



MEMORANDUM

To: City Commissioners

From: Alex Rey
City Manager

Date: April 1, 2022

Management began a strategic planning process in September 2019 via workshop sessions with City staff, elected officials, residents, and business owners. The outcome was to compile a working document – “Vision 2030” – which represents a matrix of the City’s perceived strengths, weaknesses, opportunities, and threats. The City Commission adopted the strategic plan in FY 2021, which includes five priorities:

- ✚ Coastal resiliency
- ✚ Community and neighborhoods
- ✚ Economic development
- ✚ Internal operations
- ✚ Transportation

Implementation of the strategic plan is underway, including the following recent accomplishments:

- ✚ Coastal resiliency:
 - Belle Vista neighborhood stormwater infrastructure improvements complete
 - Don CeSar Place neighborhood stormwater outfall improvements underway
 - Selected as one of three entities in the Tampa Bay area to partner with the Tampa Bay Regional Planning Council on coastal resiliency capital improvements
 - Received the top Local Mitigation Strategy ranking in Pinellas County for Community Center seawall coastal resiliency project
 - Adopted a reclaim water conservation ordinance
 - Seawall Rehabilitation Master Plan complete
 - Publicly owned seawall height survey complete
 - Sea Wall Ordinance to raise privately owned sea walls
 - Revised Substantial Damage and Substantial Improvement Ordinance
- ✚ Community and neighborhoods:
 - Hurley Park renovations complete

- Merry Pier renovations complete
- 7th Avenue and 11th Avenue Fishing Pier replacement complete
- Boca Ciega Isle Bridge rehabilitation complete
- Fire Station 23 renovations complete
- Sanitary Sewer Force Main 8 (Belle Vista Neighborhood) replacement complete
- Sanitary Sewer Lift Station 7 (at Belle Vista Neighborhood Entrance) complete
- Design for the rehabilitation of Sanitary Sewer Pump Station 1 began
- Installation of new placemaking signs at City-owned facilities complete
- The entrance wall at the Don Cesar/Bayway entrance was installed and completed in April 2022
- Landscaping beautification improvements at various City facilities complete
- Aesthetic replacement of historic street signs completed
- Egan Park fishing pier installation and barge acquisition
- Paddleboard rental station installation at McKenney Park, Egan Park, Upham Beach and Pass-a-Grille Beach
- McKenney Park boat launch installation
- Introduction of new “movies in the neighborhood” events
- Partnership program launched to beautify privately owned concentrated asphalt locations throughout the city. Received 14 applications as of April 2022
- Executed new interlocal agreements with nearby cities to share equipment and resources
- Introduction of new homeowner association and town hall meetings for each City district
- Introduction of a new resident assistance program to help maintain private properties
- Additional Community Development resources provided to facilitate proactive code enforcement and short-term rental compliance
- Held public meetings for street improvement projects for Boca Ciega and Gulf Winds Drives and those projects are in design
- Beautification project on 55th and 59th Avenues by adding landscaping to the ROW

✚ Economic development:

- Development moratorium lifted based on the status of the sanitary sewer capacity improvement project
- Approval of the Miramar Resort 54-room hotel construction redevelopment
- Approval of the Corey Landings project - a 243-unit mixed-use development located in the City’s downtown redevelopment district
- Launched the Business Site Improvement Program in April in partnership with Tampa Bay Beaches Chamber offering \$50,000 in grant and loan opportunities to SPB businesses
- Launched a parklet program with 5 businesses that have applied
- Sewer Force Main System connections are completed
- Received easements from businesses along Gulf Blvd from 75th to 55th Ave for the undergrounding project set to begin.

✚ Internal operations

- Fund balance policy adopted by the City Commission
- Impact fees adopted for parks and recreation capital facilities

- Award of enterprise resource planning software package for financial, payroll and HR applications
- Replacement of recreation programming software complete
- Transition of various City services to web-based applications and electronic payment complete
- Transition to cloud-based hosting complete for all City software applications
- Contractual agreement reached to close the General Employees' Retirement System, with new employees participating in a defined contribution plan
- Awarded \$2 million from the Florida Job Growth Grant Fund for the second phase of sanitary sewer capacity improvements
- Awarded \$1.5 million from the Florida Department of Transportation for Boca Ciega Drive roadway reconstruction
- Awarded \$50,000 to complete a historic resources survey of the Don CeSar Place and Belle Vista neighborhoods
- Awarded \$36,000 for employee retention and signing bonuses to maintain a competitive compensation program
- Compiled an inventory list of all interlocal agreements the city has in place

Transportation

- Expansion of Freebee on-demand service north to 75th Avenue complete
- 73rd Avenue parking lot acquisition adjacent to public library and Corey Avenue
- Execution of shared parking agreements with private sector to provide public access to additional parking spaces
- Installation of parking sensors, accessible via mobile app to improve visitor parking experience
- Transition to license-plate recognition software complete for parking enforcement
- Offer online permit parking and eliminated the permit stickers using license plate recognition
- Update of LDC Division 23 Off-Street Parking Regulations
- Working updating parking fines
- Initiated the Sunset Way Mobility Vision Plan
- Adopted Micromobility Ordinance

SECOND ADDENDUM
TO CITY MANAGER EMPLOYMENT AGREEMENT

THIS ADDENDUM ("Addendum") is made to the Agreement for the CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") executed as of February 12, 2019, ("Effective Date") by and between CITY OF ST. PETE BEACH ("City") and ALEX REY ("Employee") (collectively the "Parties") in connection with the City's desire to employ the services of Employee as City Manager.

The purpose of this addendum is to amend the Agreement to include additional terms and amend existing terms to the Employee to be provided by the City.

1. The Parties agree to add Section 2.3 of the Agreement to extend the Renewal Term to two (2) years. This section shall read:

The Renewal Term shall be extended two (2) years beginning April 1, 2021 and ending March 31, 2024.

2. The Parties agree to amend Section 7.1 of the Agreement by modifying the annual salary from \$190,000.00 to \$199,500.00. This section shall read:

The City agrees to pay Employee for his services as City Manager an annual salary of One Hundred Ninety Nine Thousand Five Hundred U.S. Dollars and 00/100 (\$199,500.00), which shall be paid on a pro-rata basis, payable on a bi-weekly pay schedule, as is applicable to all other City employees. The compensation of the City Manager shall be fixed by the Commission and shall not be reduced during his tenure, except as a party of a general salary cutback. Employee shall be entitled to an increase in compensation as determined by the City Commission upon each yearly anniversary date of this Agreement as a result of a performance evaluation administered by the City Commission. Such evaluation shall be in accordance with criteria established between the City and Employee, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Commission. The City Commission shall review Employee's performance evaluation and determine Employee's increase, if any, no later than April 1st of each year during the Initial Term and any Renewal Term. Any approved increase shall be effective as of the Employee's yearly anniversary date.

3. The Parties agree to amend Section 8 of the Agreement to provide Employee a \$500.00 monthly housing allowance so long as Employee lives within the City. This section shall now be titled "SECTION 8: CELL PHONE, AUTOMOBILE, AND HOUSING" and a new section (8.3) shall read:

The City agrees to provide the Employee with a monthly housing allowance of Five Hundred U.S. Dollars and 00/100 (\$500.00) if Employee lives within the City and acting in the capacity of City Manager.

4. This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten, or handwritten terms of the Agreement, the terms of this Addendum shall control.

5. This Addendum 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 Addendum shall be effective April 1, 2021, as approved by the City Commission on the March 23, 2021, agenda.

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

ATTEST:

Signature: Amber LaRowe

By: Amber LaRowe

Its: City Clerk

Date: 3.31.2021

CITY OF ST. PETE BEACH:

Signature: Alan Johnson

By: Alan Johnson

Its: Mayor

Date: 4.6.21

City Manager:

Alex Rey
Alex Rey

Approved as to form and legal sufficiency:

Andrew Dickman
Andrew Dickman, City Attorney

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Brass Monkey Parklet Permit and Agreement

Date: April 26, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Brass Monkey's owner, Shawn Kelly Streib, is requesting Commission to approve a parklet permit request that would allow the Brass Monkey to use 4 public parking spaces on the 700 Block of Gulf Way (Meter numbers 1234, 1236, North curb spot, ADA space). The ADA space being used is deficient in the design. Our Community Development Director, Michelle Gonzalez, has drafted a new design for parking in front of PAG Condominium that allows for an ADA parking space, creating a curb ramp opening for that space and designated a 15 minute loading and unloading space to address the condo's concerns.

As part of the permit process, a public meeting was held on December 15, 2021 with only one member of the public in attendance. The City received emails in support and against the parklet in that location. Those are included in this packet.

Additionally, as the City resurfaces Gulf Way, a parking reconfiguration for the area between 4th and 5th avenues has the City removing the 17 existing parallel parking and adding 24 angles parking spaces. This will make an additional 7 parking spaces for Gulf Way.

If the parklet permit is approved, the City will enter into an agreement with the Brass Monkey that will include a 3- year term and payment for use of the parking spaces will be 10% of the revenue received monthly for those outdoor seating tables with a minimum payment of \$2,000 a month. Payments would begin after 18 months from the execution date of the agreement to allow for the business to recoup their investment in building the parklet to meet our design

standards.

The applicant acknowledges that they have received a copy of the Parklet Program Guidelines and agrees to abide by the terms and conditions set forth in the Guideline, along with any terms and conditions included during the permitting process and any other applicable federal, state, county, and local laws as amended during the term of the approved Permit. Failure to abide by such terms and conditions, or misuse of the Parklet Permit, may result in the suspension and/or revocation of the Parklet Permit.

Funding: N/A

Requested Motion: I move to approve a request from the Brass Monkey restaurant for parklet permit and enter into an agreement with the restaurant.

Attachments:

1. Brass Monkey Parklet Packet
2. Agreement for Parklet Program (00097730-5xE1F64) Final2 - Brass Monkey (00150960xE1F64)

**Parklet Community Meeting
Brass Monkey
December 15, 2021
9:00 a.m. Warren Webster**

Staff Present:

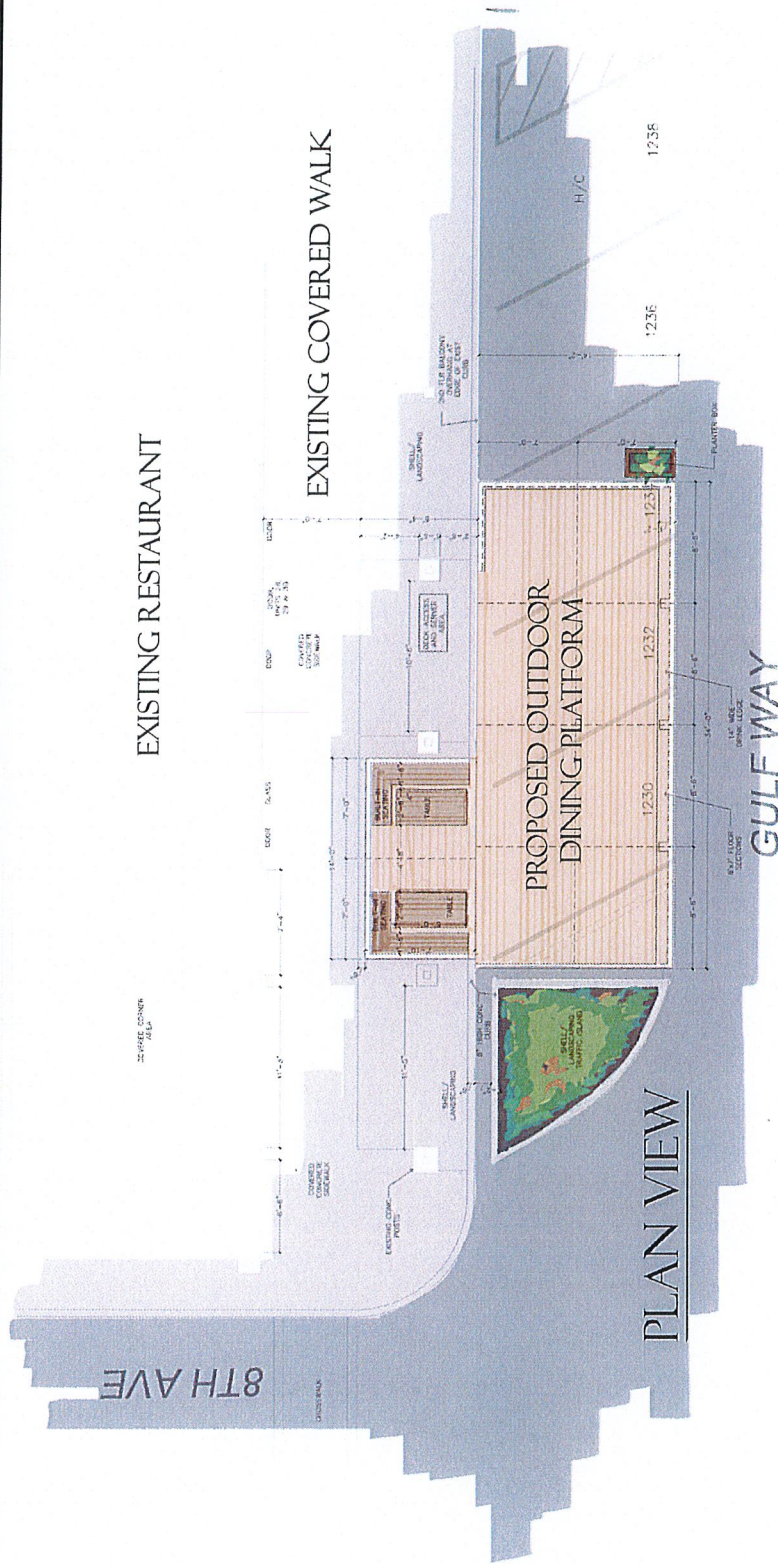
Jennifer McMahon, Chief Operating Officer
Amber LaRowe, City Clerk
Michelle Gonzalez, Community Development Director
Eileen Torres, Special Assistant to the City Manager

Only one member of the public was in attendance, and his questions were answered by Ms. Gonzalez as they related to the new procedure for 2022 parking permits.

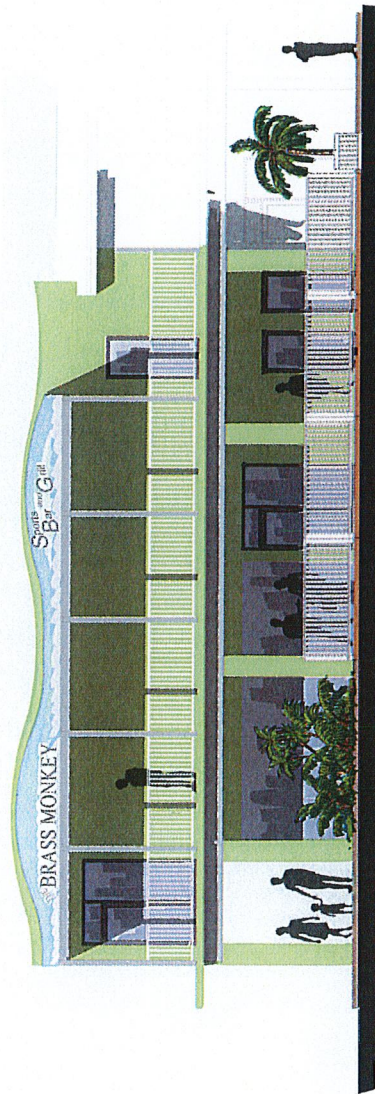
The applicant and his designer were present; however, no presentation was made. The meeting was noticed on the City's website, posted outside of City Hall, the Library, and the Community Center. The information was also distributed via Sarah Laracuente, Public Information Officer.

The meeting ended at 9:19 a.m.

EXISTING RESTAURANT



PLAN VIEW



ELEVATION VIEW

PROPOSED PARKLET
BRASS MONKEY
709 GULF WAY #200, ST PETE BEACH, FL 33706

Brass Monkey - Parklet



Changes to the existing parking on the 800 block of Gulf Way by Michelle Gonzalez, Community Development Director.

Please note: the old ADA space by Brass Monkey was deficient in its design. It didn't have a loading area for wheelchair loading and unloading nor a curb ramp access to get onto the sidewalk. That space is currently where the parklet is located and where it is being proposed.

By moving it over to this area, we address all those deficiencies better.

Jennifer McMahon

From: Amy Loughery <amy@bamboozlepag.com>
Sent: Friday, January 7, 2022 12:51 PM
To: Jennifer McMahon
Subject: parklet program

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Sorry I missed the community meeting. I did not get a notice that I recall so I will comment now.

I am opposed to the creation of a parakeet on Gulf Way. The 4 metered spaces that it will take are important to all the business in the district

I do not think the city should take public spaces and give them to an individual for their private use and financial gain. I was surprised to find out that the private business would then give the city 10% of its net sales.

I think this kind of thing invites problems. Where does it end??

Again I am opposed.

I comment as a property owner at 102 19th ave and also as a business owner with 2 shops at 103 and 105 8th Ave.

I very much like the business owners and the restaurant, I just do not like the parklet program for PAG.

Regards,
Amy Loughery

Amy Loughery
Bamboozle
105 8th Ave
St. Pete Beach, FL 33706
amy@bamboozlepag.com

Jennifer McMahon

From: Gloria Peterson <gloriapeterson@msn.com>
Sent: Tuesday, January 11, 2022 4:19 PM
To: Alex Rey; Amber LaRowe; Michelle Gonzalez; Alan Johnson; Christopher Graus; Mark Grill; Ward Friszolowski; Melinda Pletcher; Jennifer McMahon
Subject: PARKLET BRASS MONKEY AND LOADING ZONE

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To whom it may concern, I watched the historical preservation meeting last Thursday January 6th and have major concerns on the decisions that have been made concerning the Brass Monkey Parklet and changing the Loading Zone to a handicap parking spot that is located directly in front of our building. In case some of you are not aware – the majority of the parklet is located directly below our balcony which I'm sure you can visualize is not the most wonderful view (looking directly down at many people drinking and eating) There are Televisions also installed on the pillars located by the Parklet that are used for sporting events. Guests in their parklet and on their outdoor balcony seating (adjacent to our balcony) are all whooping, hollering and yelling to the point where our Condo persons normally just give up and leave our balcony due to the noise level being created until such game is over. The noise is overwhelming and unpleasant. We can't even hear our own tv's with the door and windows shut during the games. I cannot imagine the impact it makes on people trying to enjoy an Ice Cone with their family when sitting on one of the benches located on the sidewalk directly beside the Parklet entryway. As a side note - We do have an ongoing problem with both of the owners mother's parking in the loading zone as they both work at the Brass Monkey and leave their vehicles there for hours while working. We remind them that it is a loading zone 15 minute parking only and request they not park there long term. They both have handicap stickers for their vehicles and tell us that they have permission to park there.

Also the Parklet overlaps one of our Condo's on the first floor (directly across the sidewalk from it) and they of course can never open their blinds or the window because of the lack of privacy and the noise level.

We found out recently that a meeting was held on Dec 15th for all people to attend and present concerns etc. None of the owners at our Condo were notified of that meeting. We do not understand this as collectively we pay over \$60,000 dollars a year for our property taxes. We believe our interests are not begin addressed. The Parklet is bad at the very best scenario however removal of the loading zone is unacceptable for whose of us who reside here and also for the people needing to utilize it for short term errands. We are asking for your help.

Many of us have sent previous email's to city officials – please see attached email that I sent in September 2020. Just to highlight a couple of other areas; we had to install a fence and gate in the front of our Condo which cost us Thousands of dollars in an effort to protect Condo people and stop the abuse, threats, drunken confrontations and trespassing that was a constant from the Brass Monkey guests.

Thank you for your time. Again we are begging for help in dealing with these situations. Your help will be greatly appreciated.

Sincerely,

Gloria Peterson
709 Gulf Way
Apt 17

St Pete Beach

From: Gloria Peterson
Sent: Monday, September 21, 2020 2:51 PM
To: Alex Rey
Subject: RE: RE: City of St Pete Beach Website Inquiry

Mr. Rey, Thank you for your response. Please request the Transportation and Parking Director consider allocating a few parking spots for us so at least we have a chance to park in front of our building. We would all be very grateful. We do have 28 units in our building and some do rent to others but there are 11 units that do not. Thank you again for your consideration in helping us in dealing with this difficult situation.

Sincerely,

Gloria Peterson

Sent from Mail for Windows 10

From: Alex Rey
Sent: Wednesday, September 16, 2020 8:41 AM
To: Gloria Peterson
Cc: Jennifer McMahon; Michelle Gonzalez
Subject: RE: RE: City of St Pete Beach Website Inquiry

Ms. Peterson,

Thank you for your email and providing your perspective on this issue.

Please be assure that we will take the residents perspective into account prior to making any long term decisions, and thank you for your understanding as to the difficult situations that restaurants are going thru.

I am also copying our Transportation and Parking Director to address the issue of the loading zone, we now have the technology to track when a vehicle is at a location for longer than the specified time and notify the parking staff to issue a ticket. Michelle will be moving to implement that as soon as possible.

Sincerely,

Alex Rey
City Manager
City of St. Pete Beach
Florida

From: Gloria Peterson <gloriapeterson@msn.com>
Sent: Tuesday, September 15, 2020 3:23 PM
To: Alex Rey <arey@stpetebeach.org>
Subject: FW: RE: City of St Pete Beach Website Inquiry

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Hi Mr. Rey, My name is Gloria Peterson and I live at 709 Gulf Way in the Pass-A-Grille Beach Condo's. I recently received a copy of the attached emails between yourself and Mr. Henderson. We have a desperate need for help concerning the lack of parking available for us on Gulf Way. We are 28 units and have no off street parking and no allocated spaces on Gulf Way that we may use. When I purchased my Condo in 2000 it was never a problem as Gulf Way always had lots of parking available. As I am sure you are aware, within the last few years Pass-A-Grille has been discovered. We are mainly a senior community and it is very difficult (actually impossible) to carry groceries or whatever else we need the many blocks where we can secure a parking spot. Many of us have health issues and are not able to carry heavy items for blocks. We do have a loading zone directly in front of our building that we may use when it is not occupied for several hours by someone who just ignores the posted sign for 15 minute loading zone. We currently have no choice other than to park on Gulf Way with our flashers on, directly behind the loading zone to load and unload items. And then we drive around until we can find someplace available. It is so busy in our area the cars just sit in the road waiting for someone to vacate a spot. This past year with the Covid situation it has intensified. Those of us who are unable to carry items are going to the expense of ordering our needs on line and paying the high cost of delivery as we are not able to find parking. I personally had a bad fall in March and had to have go to the Emergency room at Pasadena Hospital, Follow up surgery and many sessions after with a physical therapist. I had to hire Uber and LIFT for transportation because of the parking situation and I couldn't risk not being able to park upon my return.

We know it is the greatest area to enjoy our beautiful and awesome location, with all of our restaurants available and for beach goers (people love the ability to be located near Paradise Grill as they do have public restrooms available and good food too). We have great compassion for our local business's and the difficulties they are dealing with and totally support their efforts. We share our balcony with the Brass Monkey Restaurant and our Condo Association has actually authorized them to locate tables temporarily (on the balcony) in an area not allowed by our documents and agreements. We continue to support their efforts but asked that consideration be given to our needs as well. We ask that when you are helping them with their on street use of parking areas they not infringe on our area as well. We have units directly across the sidewalk from their tables and that is not a good thing as you can imagine the problems this is creating. Please consider our Private Residences in making your decision.

We are pleading, begging and praying for your help with these issues. There has got to be some type of a solution that will work for both of our needs.. Thank you for listening and I hope you have a good day. Anything you can do to help us would be greatly appreciated.

Sincerely,

Gloria Peterson

Jennifer McMahon

From: Gloria Peterson <gloriapeterson@msn.com>
Sent: Tuesday, January 11, 2022 3:14 PM
To: Alex Rey; Amber LaRowe; Michelle Gonzalez; Alan Johnson; Christopher Graus; Mark Grill; Ward Friszolowski; Melinda Pletcher; Jennifer McMahon
Subject: FW: Brass Monkey Parklet and 709 Gulf Way Pass a Grille Beach Condos and Motel

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A short while ago, you received the attached email from another owner at 709 Gulf Way (please see attached) Pass-A-Grille Beach Condo's. It presented specific details of the hardships the Brass Monkey Parklet was causing the residential occupants' of our Condo's. Many of us sent emails to city officials in the later part of 2020 outlining the problems we were having. We requested help from the city for a solution for the betterment of the Brass Monkey and our residences. We did not receive any help at that time.

Concerning the loading zone directly in front of the building in addition to the details in the below email it is constantly utilized for delivery, carry out, maintenance workers, people getting ice cream etc etc. We all share. Again we are totally objecting to the removal of the loading zone and changing it into a handicap spot. A handicap spot could certainly be added in another spot and we would totally support that.

WE have requested the city allow the Condo to have a few spots allocated for our use only. Any of you that has ventured out during a nice day in PAG knows how difficult parking is to secure. Without the loading zone it would be impossible to carry groceries, luggage or whatever, many blocks to the Condo. Please reconsider your decision on both the parklet extension and the removal of the loading zone. Thank you for your time

Gloria Peterson

Sent from Mail for Windows

From: Judith Smith
Sent: Tuesday, January 11, 2022 2:24 PM
To: arey@stpetebeach.org; alarowe@stpetebeach.org; mgonzalez@stpetebeach.org; ajohnson@stpetebeach.org; cgraus@stpetebeach.org; mgrill@stpetebeach.org; wfriszolowski@stpetebeach.org; Melinda Pletcher
Subject: Brass Monkey Parklet and 709 Gulf Way Pass a Grille Beach Condos and Motel

As a resident of 709 Gulf Way, Pass a Grille Beach Condos/Motel, I would urge you to reconsider approving the Brass Monkey Parklet AND Changing the Loading Zone parking space in front of 709 to a Handicapped space.

There are 30+ residential and rental condos in the building which have already been negatively impacted by the Parklet. The increased noise, loss of parking spaces and inebriated people (sometimes threatening, frequently leaving the restaurant with alcoholic drinks) trespassing into our common areas have been an ongoing problem. (requiring us to put a fence/gate at the front of the property.) We realize that during the peak covid closing of indoor restaurants, the Brass Monkey Parklet could have been accepted. However since they have always had more outdoor seating than many restaurants on our shared balcony and since their indoor seating isn't frequently full, we believe this is an injustice to neighbors and other businesses that are not awarded such benefits.

Parking is already a huge issue in Pass a Grille. Losing the 4 spaces for the Parklet was bad enough for the past 2 years. Now to think you would continue that and ALSO take the Loading Zone away is preposterous! Residents at 709

frequently have to park a distance from the building as it is; on top of that, removing the loading zone takes away the ability to at least unload Groceries or Luggage when coming in. (note the Keystone Motel has just such a Loading Zone space which they have had for years as have we.

When we hear that only one person objected we would like you to know we were not adequately informed that there was even a meeting at which we could have objected. Collectively we pay a significant amount of taxes and feel like we're the ugly stepchild in the neighborhood. Our residents and guests spend money freely at Paradise Sweets, Grace, Dewy, Shadracks, Paradise Grill, Hurricane, etc. We deserve the same respect as Camelot - Sabal Palms, Coconut Inn, etc. and we are a part of the 8th Avenue corridor and should at minimum be given some consideration for our tax dollars and monies spent at all of the aforementioned establishments. Right now all we are collectively feeling is disrespect.

That loading zone was established decades ago to service the Pass A Grille Beach Condominiums and Motel. It was there and used by residents and guests (as well as for deliveries for the businesses) decades before the Brass Monkey existed. Now to have it taken away so that the Brass Monkey can and will use it as their "own" personal parking space is outrageous. I hope you can understand our frustration and will reconsider.

Sincerely,

Dave and Judy Smith

Jennifer McMahon

From: Chris Jones <jones14628@gmail.com>
Sent: Tuesday, January 11, 2022 4:01 PM
To: Alex Rey; Amber LaRowe; Michelle Gonzalez; Alan Johnson; Christopher Graus; Mark Grill; Ward Friszolowski; MPHLETCHER@stpetebeach.org; Jennifer McMahon
Subject: Brass Monkey Parklet

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I am a resident of Pass-A-Grille. I own a unit next to the Brass Monkey. 709 Gulf Way.

I want to make sure that everyone understand what problems the Parklet has caused and continues to cause the residents of Pass-A-Grille.

1. There is no way to contain the drunk customers within the Parklet except by completely blocking off the city sidewalk. . It is not closed off, Fence is open on east side.

2. The PAG Condominium has had many complaints both from guests and owners.

The condo had to pay for and have a locked gate put up in front of the entrance to our building to keep drunks and Brass Monkey guests out. We ended up having to do this because we had a drunk customer pass out inside on our atrium on the table. Another time an unhappy customer came over and threatened an owner with bodily harm . Those owners felt SO threatened that they left and would not come back until the fence/gate was installed. Customers have taken our tables and chairs out in the street to use and were very upset when asked to return them.

3. When the Ravens/ Buckneers play the TV's are out on the street blaring throughout the day , right below our deck.

4. Letting the temporary use of the street because of COVID was necessary. But now it is only for a money making deal with City.

5. The parking issue was brought up at the Historical Meeting on January 6th . It was suggested that the 15 min loading zone in front of 709 would be changed to a handicapped spot, thus not allowing elderly renters to unload their groceries /luggage safely. I do not understand how the city permitted the use of the only disabled spot in front of the Brass Monkey to be used for the Parklet.

6. The Parklet is left a mess when not in use. Anyone can come and go. Customers from the ice cream shop just walk over and sit down. Small children can easily be going into the bar and be subjected to the loud rude behavior.

In summary, The piece and tranquility of the residents of 709 has been badly disrupted due to bar/restaurant being allowed to operate below our deck in the street .

Thank you for your time and hard work you all do to make our little piece of Paradise as it was intended to be.

Respectfully,
Christine Jones
709 Gulf Way #21
555 Gulf Way 1N

Jennifer McMahon

From: Julie CLEMENT <clement8258@msn.com>
Sent: Tuesday, January 11, 2022 5:43 PM
To: Jennifer McMahon
Subject: Fwd: Brass Monkey Parklet and handicap parking space

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Sent via the Samsung Galaxy S20 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Julie CLEMENT <CLEMENT8258@msn.com>
Sent: Tuesday, January 11, 2022, 2:00 PM
To: Alex Rey; alarowe@stpetebeach.org; mgonzalez@stpetebeach.org; ajohnson@stpetebeach.org; cgraus@stpetebeach.org; mgeill@stpetebeach.org; awfriszolowski@stpetebeach.org; mpletcher@stpetebeach.org
Subject: Brass Monkey Parklet and handicap parking space

We are Gordie and Julie Clement owners at 709 Gulf Way #15

Just found out about your plans to keep the parklet for the Brass Monkey open and also to take our loading zone dedicated to our Condo/Motel. I did find out about the meeting where we would have had the opportunity to make objections but it was through a private person, we were never notified by the city in any way. Wasn't able to be there but did watch online. I had contacted you after the Covid restrictions were lifted with a request that the Brass Monkey be required to move off the street and stated all the problems we were experiencing because of it.

WE feel like we were pretty much dismissed.

Since then to protect ourselves and our property we forked out a bunch of money and placed a gate across the front opening to our condos. Also since that time the Brass Monkey put up TV's and speakers on the parklet. We have been there when they were having football parties out there and while its great for them to basically have a bar on the street its not so great for us as you can imagine. Part of the parklet is just below our deck and right in front of one of the condo windows. Its loud and people are drinking alot. We can hardly hear the tv in our room let alone trying to relax on the deck. We are all for people having fun but a bar on the street is not a good idea and we shouldn't have to give up our peace and quiet when they can take their party inside.

Ok the parking is hard we all know that but the Brass Monkeys Parklet is what took the handicap space. Then we have had an employee at the Brass Monkeys T shirt shop Parking for hours in our loading zone since they put the parklet in. We really need that space badly for bringing in groceries and our guests bringing in luggage. We have really been put through the ringer with this Parklet and feel that it needs to end.

We are not a bunch of old bitchy people but this is just been to much and the thought of it becoming permanent is horrifying. At the meeting it was said that they would be charged 10% of the tables out there. They don't even use them all the time. We were there for 3 weeks in October and they never used them meanwhile those parking spaces cannot be used and you are not collecting any revenue. It seems to me that the Brass Monkey is the only one benefitting from the parklet at the expense of the rest of us.

I also heard you say that if you get complaints you can remove it at any time. That just puts us in a bad position. Shut up and just take it or be a complainer. That's what we are left with. We are a part of this community! We love it here and we all pay taxes as owners. Those of us that rent out pay more taxes and we are happy to do so. We keep to ourselves

and don't impose or step on other people. On top of that our renters spend a lot of money at the shops and eating establishments in the area including the Brass Monkey.

Please reconsider the Parklet and taking our loading zone away. We feel like we are done being taken advantage of and want to go back to when there were no problems. I think in communities its very important to be a Good Neighbor!!!

Thank you,

Gordie and Julie Clement

Sent from Mail for Windows

Jennifer McMahon

From: Alex Rey
Sent: Tuesday, January 11, 2022 5:48 PM
To: Jennifer McMahon
Subject: FW: Parking and The Brass Monkey

One more

From: Jeanne Hedgepeth <hedgehogfamily@hotmail.com>
Sent: Tuesday, January 11, 2022 5:47 PM
To: Alex Rey <arey@stpetebeach.org>
Subject: Parking and The Brass Monkey

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Dear Alex,

I have a two unit condo next to the Brass Monkey. Since I can have short term rentals and have such a wonderful location, I have many guests. They bring our community revenue and they should be treated well. They are helped tremendously being able to use the loading parking for 15 minutes and I understand you are going to get rid of this. PLEASE DON'T!! I also understand that you are going to allow the Brass Monkey to continue to use up valuable parking spaces so they can continue outdoor seating. PLEASE DON'T!!! If you choose to take these spots from our guests and customers of local businesses then I believe ALL businesses should share in the revenue that will be paid by the Brass Monkey for all of our parking spots, not the city because we are losing.

I also would like to know who provided the new online system for the city. Are you invested in this company or do you know anyone who is or do you know the owner of the company? How did they convince you that this was an improvement? It is not. This decision is obviously devoid of consideration for citizens affected nor is it the best decision based on what has been shared by the village. What cost benefit analysis was done? What will you do when the system goes down? How many people complained exactly, over what period of time exactly about illegal short term parking and going to the village once a year to get passes? Why didn't you just mail them to people? What happens when there is an error of input and one of my guests gets a ticket? What happens when the system gets hacked? What happens when the electricity is out? What happens when I cannot communicate with my guests because of tech issues on my end or theirs? I was told that the guests could log in to get the permit. I cannot find that anywhere but I don't expect them to have to work while on vacation. What happens when we can't reach anyone in the village as happens with all online systems and your people stop caring about the citizens as human beings since you are making us a number like every other entity is doing in this world? Your people claim that this can be done from the comfort of my home and is more convenient. First of all, my comfort is not the government's business and secondly, it is not more convenient for anyone but the government workers who now have me doing their work. So, please tell me how I get a tax rebate for doing the work of the government. It is not a better system than we had prior.

Sincerely,
Jeanne Hedgepeth

Jennifer McMahon

From: Amber LaRowe
Sent: Tuesday, January 11, 2022 7:51 PM
To: Jennifer McMahon; Alex Rey
Subject: FW: 709 Gulfway unloading zone

From: RONALD STURGEON <sturgeon_r@comcast.net>
Sent: Tuesday, January 11, 2022 7:49 PM
To: Amber LaRowe <cityclerk@stpetebeach.org>
Subject: 709 Gulfway unloading zone

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I adamantly object to removal of the unloading zone at 709 Gulfway on
Pass-a-Grille. Our guests and deliveries need this space. The Brass Monkey has
already taken several of our spaces for the restaurant use. PLEASE reconsider and
do not remove our unloading zone!

Brenda Sturgeon
709 Gulfway
Units 24 and 25.

Jennifer McMahon

From: Stephen King <sbking57@gmail.com>
Sent: Thursday, January 13, 2022 1:09 PM
To: Jennifer McMahon
Subject: Brass Monkey

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To whom it may concern. As a resident of St Pete Beach I am in favor of the Brass Monkey retaining their outdoor seating on the street. During covid they remained open for carry out when other restraunts didn't helping the community through a tough time. The extra seating the city allowed them has given people an extra option to dine outdoors when even now people are reluctant to eat indoors. Thanks for your time. Stephen King

Jennifer McMahon

From: Denine Dimola <ddshopper915@aol.com>
Sent: Thursday, January 13, 2022 4:36 PM
To: Jennifer McMahon
Subject: Cafe Bingo

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Hi I live is PAG on 4 th Ave and I am a big fan of Cafe Bingo. Looks great, and very nice to outside. Also very convenient for my dad as the steps can be challenging.

Thanks much

Denine DiMola

Sent from my iPhone

Jennifer McMahon

From: Katherine McClure <emmakatemcclure@gmail.com>
Sent: Thursday, January 13, 2022 4:26 PM
To: Jennifer McMahon
Subject: Brass Monkey outside dining

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Good afternoon,

I am a resident of Pass a Grille and hoping to share my support of the Brass Monkey's outside dining. It was recently mentioned that the area is in debate. We have enjoyed the space where we can bring our four year old daughter as well as our dog. My family loved the outside area and feel very strongly that it is a great addition to the community of Pass a Grille. I hope the city will listen to the residents who support the local businesses. I, along with a majority of my neighbors, hope the outside dining can be approved permanently. Please reach out if you have any questions.

Thank you for your time,
Kate Waldron
106 4th ave
727 501 4163

Jennifer McMahon

From: Gil Dimola <fish366@aol.com>
Sent: Thursday, January 13, 2022 4:20 PM
To: Jennifer McMahon
Subject: Cafe bingo @ brass monkey

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My name is Gil DiMola and I am a resident of St Pete beach . I am in total favor of keeping the parklet known as cafe bingo at the brass monkey . Not only does it make sense for plenty of people that do like to dine indoors still with Covid still a threat . As far as others it is a fabulous spot to eat (outside at street level)and something that the community and myself included love to frequent . Why not support our local businesses in any way possible if that helps them generate more jobs and accommodate more patrons that would like a choice of dining in or out . If they were blocking the pathway to other stores or the walkway hindering other businesses I may think twice , but it is not . Lastly it looks nice and is in no way an eyesore . Thank you for your understanding. Say yes to cafe Bingo !!!

Gil Di Mola

Jennifer McMahon

From: mike waldron <vinacracker@gmail.com>
Sent: Thursday, January 13, 2022 4:16 PM
To: Jennifer Ledford
Cc: Jennifer McMahon
Subject: Brass Monkey Parklet

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Good afternoon,

I am a property owner in Pass-a-Grille and I am writing to voice my support for the formal acceptance of the parklet/outdoor sitting area at the Brass Monkey. I've been following the ongoing process concerning this and would like offer that I feel this would be great permanent addition to the neighborhood. I, and many people I know, are very fond of the space and the ability to safely dine outside there. As I understand it, it would provide additional revenue to the city while taking up a relatively minimal space that will not interfere with the interests of the other business owners. I think this is a win-win for the community and sincerely hope that the city allows this to proceed. Thank you and please feel free to reach out with any questions.

Sincerely,
Michael Waldron
106 4th Ave

Jennifer McMahon

From: Jerry Dimola <jerrydimola@gmail.com>
Sent: Thursday, January 13, 2022 4:11 PM
To: Jennifer McMahon
Subject: Brass monkey 8th Ave outdoor cafe

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Hello good afternoon! I live in Pass a Grille and would love for the Brass monkey to build their outside dining café! It would do so well in our community and we would love to see it happen. Due to Covid a lot of people are still nervous to eat inside and with outdoor dining it makes people a lot less nervous to go out and enjoy wonderful food with love ones. Thanks!

Sincerely,

Gennaro DiMola

Jennifer McMahon

From: Paradise Sweets PAG <paradisesweetspag@gmail.com>
Sent: Thursday, January 13, 2022 7:36 PM
To: Jennifer McMahon
Subject: Regarding Development of Café Bingo

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We are the owners of Paradise Sweets, the ice cream and coffee shop located beneath The Brass Monkey at the corner of 8th Avenue and Gulf Way on Pass-a-Grille Beach.

We are writing to state that we have no objection to The Brass Monkey's plan to create Café Bingo along the sidewalk on Gulf Way. We believe that having operated such a setup on a temporary basis during the COVID crisis has shown that it will not be a detriment to the area and in fact will add a new aspect to the environment. It is our desire to be good neighbors and supportive of the businesses in our community.

If you have any questions, please feel free to contact us at this email address.

Best regards,

Craig and Beverly Bohnert
Owners
Paradise Sweets

Jennifer McMahon

From: DJ Nardo <DJ@nardosnatural.com>
Sent: Friday, January 14, 2022 10:39 AM
To: Jennifer McMahon
Subject: Brass Monkey Outdoor dining
Attachments: sig copy.jpg

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Good morning,

I am a resident of Pass-A-Grille and I am writing to express my support for the approval of the outdoor dining area at the Brass Monkey. Living in the Sunshine state, we welcome outdoor activities whenever possible. When friends and family visit, I am constantly asked, "where can we eat outside?" This would provide an excellent option to our small family community, along with safety concerns with the elderly. I hope the city allows this to come to fruition. Please feel free to reach me directly with any questions.

Best Regards,

DJ Mastronardo

- Retail: <http://www.nardosnatural.com/>
- Wholesale: <https://www.nardosnaturalwholesale.com/>
- Private Label: <http://www.nardosnaturalprivatelabel.com/>
- Get Social: [FB](#) | [Tweet](#) | [Insta](#)

Office 813.400.FOUR (3687) ext 2 | **Nardo's Natural** [8028 118th Ave N, Largo, FL 33773 \(Google Maps\)](#)



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Jennifer McMahon

From: Home <mmgolden@tampabay.rr.com>
Sent: Sunday, January 16, 2022 5:49 PM
To: Jennifer McMahon
Subject: We support The Brass Monkey's Parklet

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Hello City of St Pete Beach,

We have been homeowners on Vina Del Mar since 1994. We also have been so proud of how our city has handled things during Covid-19, encouraging and supporting our local businesses and restaurants and allowing our restaurants to implement outdoor dining in order to improve our ability to stay safe.

Over the past two years we have enjoyed going to the Parklet space that you allowed The Brass Monkey to have on Gulf Way in front of the building. Our hope is that they will be able to have that space permanently so we all can continue to enjoy dining there. Please support The Brass Monkey's Parklet. Thank you, Edwin Humphrey Scott Crespo

311 S Isle Dr

Sent from my iPhone

Jennifer McMahon

From: CHARLOTTE WILSON <wwilsons@verizon.net>
Sent: Monday, January 17, 2022 9:02 PM
To: Jennifer McMahon
Subject: Support the Parklet at Brass Monkey

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To Whom It May Concern -

As patrons of the Brass Monkey restaurant in Pass-A-Grille. We enjoy the option of outside dining due to the ongoing Covid pandemic. The proposed Parklet area will be both beneficial and convenient. We look forward to being able to use this area in the future.

The restaurant owners are making an investment to community that should be very successful. As property owners in the Saint Pete Beach area we support their efforts. Your consideration to this matter is appreciated.

Jennifer McMahon

From: Bill Kiley <bkiley19@gmail.com>
Sent: Saturday, January 22, 2022 5:32 PM
To: Jennifer McMahon
Subject: Brass Monkey

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I would like to express my support for the Brass Monkey as they are not only a great business for the community they are good caring people. As an example, I purchased gift cards when Covid first hit the community and they gave the money to their employees so they had some income. They are a very caring family that has the best interest for Pass A Grill in mind. Please support them.

Bill Kiley

Jennifer McMahon

From: evanderpreston@aol.com
Sent: Sunday, January 30, 2022 12:43 PM
To: Jennifer McMahon
Subject: Brass Monkey Parklet

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Good morning!

I would like to write in support of the parklet for the Brass Monkey.

The Brass Monkey is such a great part of the local community for the last 16 years and they do so much for everyone here. I think the parklet would be of benefit to the city's revenue as well as the community.

I understand there is a concern from some in the area about the handicap parking space, I do hope that would be something that could be worked out amicably as that is also an important issue.

With Best Regards,

Susan Cameron
Evander Preston
106 8th Avenue
St Pete Beach, FL 33706

-----Original Message-----

From: Lisa <lwoerman@aol.com>

Sent: Tuesday, January 11, 2022 1:55 PM

To: Alan Johnson <ajohnson@stpetebeach.org>; Amber LaRowe <cityclerk@stpetebeach.org>; Christopher Graus <cgraus@stpetebeach.org>; Melinda Pletcher <mpletcher@stpetebeach.org>; Ward Friszolowski <wfriszolowski@stpetebeach.org>; Mark Grill <mgrill@stpetebeach.org>; Alex Rey <arey@stpetebeach.org>

Subject: Brass Monkey Parklet

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Please consider these comments as you make your decision about granting a three year permit to the Brass Monkey for their parklet, and eliminate the loading zone in front of 709 Gulf Way.

I am a long term property owner at 709 Gulf Way. As you know, over the years, parking has become more and more scarce in Pass A Grille as a whole. Our residents and guests are effected daily by this, as you can imagine.

I object to a long term permit for the Brass Monkey for several reasons. As I understand it, the original permit was issued to help alleviate the strain COVID restrictions put on the business of the restaurant. However, those restrictions have been lifted, and business has returned to our new normal. All residents of the area, as well as the other businesses, are impacted by the loss of parking spaces being allocated to one business. Many of our residents are elderly, and walking long distances, especially with luggage or groceries is not an option. We need all the help we can get with finding nearby parking. The parklet is not being used on a regular basis, but the parking spaces would be used daily. As of late, it has been occupied only during Ravens football games. The football games do draw a crowd, great for business, not so great for the residents of the area who must suffer the additional traffic, noise from outside televisions, or for the environment, with trash blowing in the street, the dunes, and our outside common areas. The parklet was unoccupied most of the summer, when it is too hot to enjoy sitting on the street, I'm sure the other businesses and residents would have been using the space. Please consider these comments as you make your decision.

As for converting the loading zone to a handicap spot, that will further exacerbate the parking issues for our building. That spot is used to unload groceries, accept grocery deliveries, and to load and unload groceries. Eliminating it will have a negative impact on our residents and guests.

Perhaps handicap parking and a parklet can be moved to 8th Ave., making it a win win for the restaurant and the residences along Gulf Way between 7th and 8th. It's time to give some consideration to those of us who have chosen to call Pass A Grille home.

Lisa Jamsen
709 Gulf Way
Pass A Grille

Sent from my iPad

From: [Amber LaRowe](#)
To: [Ariana Wilson](#)
Subject: FW: Corey project/parklet
Date: Wednesday, January 19, 2022 10:15:18 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

LF



Amber LaRowe, CPM, MMC
City Clerk | City of St. Pete Beach

☎ [727-363-9220](tel:727-363-9220)
✉ alarowe@stpetebeach.org
🌐 www.stpetebeach.org
📍 155 Corey Avenue, St. Pete Beach FL 33706



From: Melinda Pletcher <mpletcher@stpetebeach.org>
Sent: Wednesday, January 19, 2022 10:14 AM
To: Amber LaRowe <cityclerk@stpetebeach.org>
Cc: Alex Rey <arey@stpetebeach.org>
Subject: Fw: Corey project/parklet

Good Morning! Could you forward to the commission, thanks! M

Melinda Pletcher

From: Eileen Guenther <esguenther2000@yahoo.com>

Sent: Wednesday, January 12, 2022 10:56 AM

To: Melinda Pletcher <mpletcher@stpetebeach.org>

Subject: Corey project

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Good morning, Melinda. Great seeing you the other evening at your open door meeting at Don Vista. I hope the commission will not let this beautiful project on Corey be derailed like the Holloway Hotel project. These are clearly developers who aim to make the City's vision for that parcel a reality down to the last detail. I was happy to see the commission vote in favor of the 1st reading and move forward...

On another note. The parklet at Brass Monkey is really an eyesore, does take away valuable parking spaces, and does negatively impact the condo residents and pedestrians walking by. Brass Monkey already has outdoor seating upstairs where the sports bar type patrons should remain and not on the street next to the condo residents and families enjoying the ice cream shop. Just my opinion, I love the Brass Monkey, but.....

Have a super day and many thanks, Eileen Guenther, 111 10th Avenue

Sent from Yahoo Mail for iPad

CITY OF ST. PETE BEACH, FLORIDA
Parklet Agreement

This is an Agreement (the “Agreement”) entered into by and between the CITY OF ST. PETE BEACH (hereinafter “City”), a Florida municipal corporation, and The Brass Monkey Restaurant (hereinafter “Property Owner”), a Florida limited liability company, to utilize the on-street parking spaces for a parklet. The City and Property Owner together shall be referred to as the “Parties.”

WHEREAS, the Property Owner desires to utilize the on-street parking spaces located in front of the Property Owner’s establishment to create a publicly accessible open space.

WHEREAS, the Property Owner desires to utilize and maintain a parklet (“Parklet”) within the street right-of-way of 700 Block of Gulf Way, owned and maintained by the City (the “City’s Right-of-Way”) as shown in Exhibit “A.”

WHEREAS, the Property Owner desires the nonexclusive use of the City’s Right-of-Way as depicted in Exhibit A and has, therefore, requested that the City enter into this Agreement.

WHEREAS, the City desires to enhance the aesthetics to the City’s streetscape and to provide a solution to increase public open space.

WHEREAS, the City has created a Parklet Program and has established guidelines, as shown in Exhibit “B” that the Property Owner shall adhere to while this Agreement is in effect.

WHEREAS the Parklet will continue to be subject to all applicable provisions of the City’s Code and the Parklet Program Guidelines, and any other applicable government regulation.

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

1. Recitals: The foregoing recitals are true and correct and incorporated herein by reference.

2. Public Records: Property Owner shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit C. **IF THE**

PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPERTY OWNERS' 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. Term: This agreement will be effective this 26th day of April, 2022 for a term of three (3) years. This agreement may be renewed for two additional one (1) year terms. The renewals must be in writing as agreed upon by both Parties.

4. Encroachment: The City hereby grants permission for the encroachment of the Parklet into the City's Right-of-Way, strictly limited to the area described and shown in Exhibit A. The Property Owner acknowledges that the City's Right-of-Way cannot be included in any calculations for setback requirements under City Code or otherwise. The Property Owner shall, along with any other approved licensee, utilize the Parklet on a nonexclusive basis.

5. Payments to City: The Agreement is for a 3-year term. The monthly payment will be 10% of revenue the Property owner makes from the table service in the parklet or \$2,000.00, whichever is greater. Monthly payments will begin 18 months from the effective date of this Agreement and continue monthly until this Agreement is terminated.

6. Hours of Operation and Alcohol Service:

- a. The hours of operation of the Parklet are limited to the same operating hours of the Restaurant unless modified by the City in a written notice to the Property Owner.
- b. The Parklet where alcoholic beverages is offered for sale or is otherwise provided to guests or customers, must conform to the following additional guidelines:
 - i. The principal use eating and drinking establishment to which the Parklet is associated must be properly permitted by all applicable government agencies to dispense alcoholic beverages for consumption on premises. All government permits that authorize the dispensation of alcoholic beverages must reflect the Parklet area as part of the licensed premises.
 - ii. During all business hours of the Parklet, a conspicuous sign must be posted within the Parklet area that effectively notifies patrons that

City Code Section 6-5, Consumption or possession of alcoholic beverages in the City's Code of Ordinances prohibits the removal of open containers of alcoholic beverages from the licensed premises. The sign shall be installed by the City. In the event that the sign is damaged or removed, the Property Owner shall inform the City within 48 hours of said damage or removal.

7. Priority of City's Right-of-Way: The Parklet shall not be operated or maintained in such a manner as to interfere, in any way, with the City's operation or maintenance of its Right-of-Way or any public or general utility improvements located thereon. No permanent improvements shall be constructed in the City's Right-of-Way and no modifications to the Parklet or any decking or planters, as constructed by the City, located within the Parklet shall be permitted.

8. Parklet: In consideration of the City's consent to use the Parklet within the City's Right-of-Way, as described herein, the Property Owner agrees, at its sole cost and expense, to operate the Parklet, consistent with reasonable engineering standards and all applicable laws, code, regulations, and City guidelines. Property Owner shall maintain the Parklet in accordance with standards reasonably established by the City, and shall conduct such other normal janitorial, maintenance, and repair work as may be necessary and desirable to maintain the Parklet in a first-class condition. In the event that any portion of the Parklet is damaged and may pose a danger to persons or property, or repairs are required to avoid suspension of any necessary service to the City's Right-of-Way, the Property Owner will inform the City of said damage as promptly as possible and shall cease use of the project until such damage is remedied.

9. No Waiver/No Vesting: This Agreement does not constitute a waiver of the City's regulatory authority and the Property Owner remains subject to all applicable laws, rules, codes, and regulations. This Agreement does not operate to vest any interest or right whatsoever.

10. Insurance: The Property Owner shall possess and maintain, at all times during construction, operation, and maintenance of the Parklet within the City's Right-of-Way, general liability insurance in an amount not less than \$1,000,000.00 bodily injury and property damage as to any one occurrence with a two million and 00/100 Dollars (\$2,000,000.00) aggregate. The City must be listed as an additional insured. The policy must be written so that the City will be notified at least thirty (30) days before termination or decrease in coverage. Prior to the utilization of the Parklet, the certificate of insurance must be delivered to Director of Finance, City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706.

11. Contingency: This Agreement is contingent upon the Parklet having been completed consistent with the permits and any applicable laws, rules, regulations, and

guidelines, as amended, including but not limited to any rules or regulations governing the City's Parklet program.

12. Restoration: The Property Owner agrees to remove the Parklet and restore the property to its original condition upon termination of this Agreement.

13. Inclement weather: In the event of inclement weather, including but not limited to, tropical storms, hurricane, flooding, or other natural disasters, the parklet and any tables, chairs, umbrellas, and/or other equipment shall be removed at the property owner's expense in the interest of public safety.

14. Indemnification: In consideration of the payment of ten dollars as part of the compensation described herein, Property Owner shall indemnify, defend and hold the City harmless for itself, its employees, elected officials, 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. Nothing herein shall be construed to modify or waive the effect of Section 768.28, Florida Statute, as amended, or the doctrine of sovereign immunity.

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

- a. City's Right-of-Way (Exhibit "A");
- b. City of St Pete Beach Parklet Program Guidelines (Exhibit "B"); and
- c. Florida public records law (Exhibit "C").

16. Notices. 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 Property Owner:

Name Barry and Kelly Streib
Address 709 Gulf Way #200
St Pete Beach, FL 33706

As to City:

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

With Copy To:

kellystreib@aol.com

With Copy To:

cityattorney@stpetebeach.org

17. Entire Agreement: 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.

18. Conflicts and Severability: To the extent that any terms in the attached exhibits 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. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

19. Jurisdiction, Venue, Attorney Fees: This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. 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.

20. Assignment: This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. Neither party shall assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the Parties.

21. Counterparts: This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

22. Amendment: This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties. This Agreement may be amended or modified only in writing signed by all Parties hereto.

23. Termination: Either Party may terminate this agreement with 90 days written notice to the other. The City may terminate this agreement for any reason at any time, upon giving the Property Owner fifteen (15) days written notice.

24. Authority: Property Owner hereby acknowledges that the person executing this Agreement on behalf of Property Owner has the full authority to do so and to bind Property Owner to the terms hereof.

25. Representatives Bound Hereby: This Agreement shall be binding upon the successors, heirs, executors, administrators, representatives, or assigns of the Property Owner, and upon all persons acquiring an interest thereunder.

26. Compliance with Laws: Property owner shall at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinance and regulations applicable to this Agreement, including but not limited to the City's Code of Ordinances and Land Development Code, as amended.

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

Property Owner:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: Owner _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman, City Attorney

Amber LaRowe, City Clerk

EXHIBIT “A”

City’s Right-of-Way



EXHIBIT “B”

City of St Pete Beach Parklet Program Guidelines



City of St Pete Beach Parklet Program

PERMIT GUIDELINES

2020

PARKLET GUIDELINES

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

DESIGN GUIDELINES

Reflective Elements at Corners

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



Wheel Stops

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



Site Conditions

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

The Platform

The platform provides the structural base for the parklet. The City strongly recommends consulting a design or construction professional to ensure that the platform will be sturdy and safe. The top of the parklet platform must be flush with the sidewalk with a maximum gap of one-half inch. In the case of a sloping street, staff will work with the designer to address issues of access.

Bolting

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

Access and ADA compliance

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

Drainage

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

Maintain a Visual Connection to the Street

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

Umbrellas

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

Barriers

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

Parklet Amenities

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

Adherence to CDC Guidelines

Dining spaces, tables and chairs must be spaced 6 to 8 feet from table to table depending on chairs in between the tables. Only needed during a declared health emergency order.

Emergency Access

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

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

Emergency Action Plan

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

Responsibilities of Permittee

The permittee will be responsible for the following:

- A non-refundable application fee of \$200
- All costs related to design, materials and installation.
- In case of removal, the sponsor is responsible for all removal costs.
- The on-going maintenance of the parklet including replacing, painting or fixing elements damaged due to vandalism. All parklet designs shall contain at least one (1) ADA compliant accessible entrance.
- A (1) million combines single limit per occurrence liability insurance is required for the installation and maintenance of a parklet depending on location and use.
- Maintenance of any movable furniture. In addition, all movable elements of the parklet must be safely stored indoors after business hours or prior to a tropical storm or hurricane. Landscaping elements are encouraged in parklet design. All landscaping maintenance is the responsibility of the parklet permittee.

- General maintenance including furniture and non-approved graffiti removal. In addition, permittees must maintain the area under the parklet free of debris in order to allow proper drainage, and pressure clean the parklet as necessary.

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

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

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

Fees

1. A non-refundable application fee of \$200
2. Depending if spaces are metered.
3. The city has the right to waive the fees in case of declared state of emergencies.

1. Submit Application – Cover and Checklist

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

Applications maybe denied for the following reasons;

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

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

- The footprint of the proposed Parklet, including sufficient detailed information to illustrate the design elements on either end of the proposed Parklet. The site plan can go beyond the business footprint.
- Indicate all property lines, right-of-way lines, sidewalk width, Parklet length and width, existing parking stalls, and all surface obstructions within 15 feet of the

occupied area (e.g., fire hydrants, streetlights, parking meters, street trees, utility access covers).

- The number(s) on all parking meters that are to be removed must also be included in all drawings. These numbers are generally posted on the meter.
- Provide as much detail as possible to aid in the City's review of the application.

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

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

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

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

2. Departmental review

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

3. Permit Application

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

4. Department of Business and Professional Regulation

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

5. Construction Permit Approval

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

6. Construct Parklet

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

7. Other Permits

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

8. Parklet Removal

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

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

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

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

If any of the above violations occur, the applicant will be sent notice of the violations and except in the case of dangerous or threatening conditions, will be given a maximum of five (5) working days to remedy the condition or remove the Parklet. If in the event that the Permittee fails to timely or adequately maintain or repair the encroachment or remove the encroachment within the five (5) working days, the permit will be

terminated. Once the permit is terminated, the Parklet must be removed at the sole cost of the Permittee within three (3) calendar days. When the encroachment causes a dangerous condition or threat of danger to life or property, the permit will be terminated without the five (5) day notice and removed immediately at Permittee's cost.

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

Transfer of Permits

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

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

EXHIBIT “C”

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.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Landscape Architecture Services Agreement: Halff Associates, Inc.

Date: April 26, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Halff Associates will provide landscape architectural services for the design and beautification of Pass-A-Grille Park and the adjacent streetscape. This task order from Halff Associates was brought to the Historical Preservation Board on April 7 and received their approval to proceed.

The task order would include surveying, inventory, landscape/hardscape design, streetscape and public outreach for resident input through public meetings. Halff Associates is an approved landscape architecture design firm with the City of St Pete Beach.

Funding: 301-8000-590-0005

Requested Motion: I move to approve the task order under the existing continuing service contract with Halff Associates, Inc. in the amount of \$57,319.15 for the design and beautification of Pass-A-Grille Park and adjacent streetscape.

Attachments: 1. PAG Park Halff Task Order



March 15, 2022

Mr. Brett E. Warner, PE
Assistant Public Works Director
City of St. Pete Beach
Public Works Department
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Landscape Architecture Design Services for Pass-a-Grille Park and Street Beautification.

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2021-19 to provide the City of St. Pete Beach (CLIENT) with the professional landscape architecture services for the design and beautification of Pass-a-Grille Park and the adjacent streetscape. These services and scope will be in compliance with the January 2021 Continuing Services Contract between the CLIENT and Halff.

To assist with this task order Halff will retain the following sub consultants:

- Dennis J. Benham – Topographic Surveying
- Griner Engineering, Inc. - Electrical

Upon your review we welcome any questions, otherwise please return the executed Task Order Form attached.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Martin A. Steffen", is placed over a light blue rectangular background.

Martin A. Steffen, PLA
Planning and Landscape Architecture Team Leader

Attachments

Cc: 042109.019



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	January 24, 2022
<i>Firm Selected for Task</i>	Halff Associates, Inc.
<i>Task (Project) Name</i>	Landscape Architecture Design Services for Pass-a-Grille Park and Street Beautification
<i>Task Description (and other relevant details)</i>	The tasks included in the scope of work include: See attached
<i>Task Budget</i>	\$57,319.15
<i>Task Proposal Due Date</i>	March 15, 2022

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: 2021-10

 Alex Rey
 City Manager
 City of St. Pete Beach

 Date

Sherri French
 Sherri M. French, PLA, ISA

3/15/2022

 Date

Regional Practice Leader Landscape Architecture
 Halff Associates, Inc.

 Brett Warner
 Assistant Public Works Director
 City of St. Pete Beach

 Date



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Design Services
Task Order #2021-19

Mr. Brett E. Warner, Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarner@stpetebeach.org

March 15, 2022
042109.019

**RE: Landscape Architecture Design Services for
Pass-a-Grille Park and Street Beautification.**

Site Location

County:	Pinellas County	State:	Florida
Latitude:	27.68901	Longitude:	-82.73720

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit the following Task Order #2022-19. This task order is to provide the City of St. Pete Beach (CLIENT) with the professional services required to prepare 100% construction plans for park enhancements within Pass-a-Grille Park, along Pass-a-Grille Way and Gulf Way, as well as provide hardscape and landscape improvements at the intersections of 8th, 9th, and 10th Avenues with Gulf Way. This task order will be consistent with the terms and conditions associated with the January 2021 Continuing Services Contract for Professional Design Services.

Project area limits are shown on Attachment A. Plans will be prepared using AutoCAD (v. 2020 or newer) with Opinion of Probable Construction Cost (OPCC).

Scope/Intent and Extent of Services

1. Survey

- A. Prepare a Boundary Survey for the site. Legal description utilized will be the last deed of record.
- B. Perform a bench run and set two on-site bench marks. Elevations will be relative to the North American Vertical Datum (NAVD) of 1988.
- C. Survey will be prepared relative to the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment.
- D. Spot elevations will be collected at a fifty-foot grid interval to extend to the center line of adjacent street. In addition, all "break lines" such as edge of pavement, top of bank, toe of slope, back of curb etc. will also be delineated.
- E. Locate improvements within the limits of survey. This will include the location of buildings, asphalt, concrete, signs fences, parking striping etc.

HALFF ASSOCIATES, INC.

1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FL 33602

TEL (813) 620-4500
FAX (813) 221-4980

WWW.HALFF.COM

- F. Locate above ground evidence of utilities. This will include the location of utility poles, water meters, telephone markers etc.
- G. Locates trees five inches in diameter and greater within the limits of survey.
- H. Locate storm sewer and sanitary sewer structures. Invert elevations and pipe sizes will be obtained.
- I. Prepare a Sketch of Description for one utility easement.
- J. Obtain spot elevations for three off-site intersection at a twenty five foot interval and to extend to approximately one hundred from the center of each intersection. This will include spot elevations on and location of edge of pavement, curbing, center line of street, pavement markings and above ground evidence of utilities. It should be noted that no data collection will be undertaken beyond the limits of pavement/curbing.
- K. Upon completion survey drawings will be prepared to delineate the results of the survey, PDF and DWG files will be supplied to CLIENT. Digitally signed drawings will also be provided.

2. Inventory and Analysis

- A. Prior to commencing design, Halff will conduct a thorough site inspection to evaluate and record the conditions of the existing site. Conditions will be analyzed for incorporation into project objectives, budgets, etc. The landscape design plans will include plant and hardscape demolition/preservation plans.

3. Conceptual Landscape/Hardscape Plans

- A. Halff will attend up to one (1) on-site meeting with the CLIENT determine the preferred program and theme of the site based on existing features to remain, project adjacencies, and other preliminary findings.
- B. Develop two (2) conceptual plan view design solutions for the project area, with supplementary graphics as needed, at a reasonable scale, and in sufficient detail to convey design intent, including but not limited to:
 - i. Site furnishings.
 - ii. Conceptual design and siting of monument signage
 - iii. Conceptual design and siting of wayfinding signage
 - iv. Grading will be investigated for aesthetics, function, and stormwater management.

- v. Site circulation (vehicular in the form of parking and pedestrian) and intended function.
 - vi. Conceptual landscape design including suggested species and general arrangement.
 - vii. Decorative landscape lighting
 - viii. Shade structures siting and conceptual materials
 - ix. Specialty paving, hardscape features, theme, and other proposed hardscape features
- C. As part of these design efforts, Halff does not intend to reconfigure existing intersections, design will be limited to hardscape design within crosswalks and landscape improvements within permeable areas only.
- D. Based on CLIENT coordination, Halff will refine one (1) concept as selected by the CLIENT. This plan will be the basis for public engagement/feedback as well as any pre-submittal meetings with local/state/federal agencies.

4. Public Outreach

- A. Engage up to three (3) focus groups to solicit feedback, gain project buy-in, build a rapport, disseminate information, and garner support for the project. Methods, goals, and location of this engagement shall be coordinated with the design team and City. Focus groups shall be determined by the City, these groups are anticipated to include local residents, interest groups (Historical Museum), and adjacent business owners. Public outreach shall be limited to three (3) meetings (one meeting per focus group), with each lasting up to three (3) hours, additional meetings, if needed, will required an additional services agreement. Meetings shall include up to three (3) members of the design team.
- i. HALFF shall be responsible for:
 - a. Graphics/exhibits prepared at a reasonable scale. Graphics/exhibits are anticipated to be prepared at 24"x36" and displayed on easels. Additional graphics/exhibits may be prepared at a reduced size (11"x17" or 8.5"x11") and scale for distribution at meetings. Anticipated display graphics/exhibits are to be those prepared in the conceptual design phase (Tasks 3 and 4), supplementary material may be used as deemed necessary by the designer.
 - b. Recording meeting minutes and agenda.
 - ii. The City shall be responsible for:
 - a. Securing, coordinating, and access to physical hosting locations.

- b. Publishing and distributing meeting minutes and agenda.
 - c. Publishing, furnishing, distributing, and posting notifications regarding meeting time, location, purpose, and agenda. This may include, but not limited to, mailers, newspaper ads, social media posts, and website announcements.
 - d. As an alternative to in-person participation, virtual meetings will be the responsibility of the County. HALFF is prepared to host and provide a virtual meeting space, but is not included in this scope/fee and will require an additional services agreement.
- B. The conceptual plans developed in Tasks 3 and 4 shall be the basis for initial public engagement. Halff will refine concepts once to incorporate feedback obtained in this phase, the resulting final concept shall be the basis for construction documents.

5. Conceptual Landscape/Hardscape Refinement

- A. HALFF will refine the concepts developed in Task 3 once to incorporate the City's criteria and to incorporate public feedback.
- B. Attend one (1) coordination meetings virtually or teleconference with City and design team (if necessary) as well as attend one on-site visit with City.
- C. Refine OPCC based on Public Engagement and City feedback.

6. Final Landscape/Hardscape/Irrigation Plans

- A. Halff will prepare final plans and construction details for site amenities including lighting, landscape, specialty hardscape items, prefabricated shade structures and park amenities in compliance with City Land Development Code and the Florida Building Code, Latest Edition. These documents will also depict schedules, notes, and details. HALFF will coordinate the service of subconsultants throughout the duration of the project. If custom features, such as architectural shade structures, are desired, HALFF will engage the services of subconsultants. It shall be the subconsultant's responsibility to furnish and produce signed and sealed construction documents, any necessary permits, and construction/fabrication if applicable. Any subconsultant professional fees, not expressly identified within this agreement, are not included in this contract and shall be billed directly to the City.
- B. Coordinate, as required, with the local agency staff during the review/approval process and address comments for clarification and/or provide additional information. Re-submit for approval based on the comments and additional information requests received from the staff.
- C. Special landscape berms and features requiring grading for the site will be accomplished by means of contour elevations based on established elevations and/or performance specifications.

- D. Review the existing conditions present at the site and design an automatic time-activated irrigation system with distribution piping, all lateral piping, control valves, and sprinklers for 100% coverage of proposed landscape improvement areas.
- E. Our proposal does not include design for an underground (vaulted or tanked water storage) or surface drawn pumping system or for piping connections to an effluent reuse water system off the project boundaries for irrigation use.
- F. Prepare final technical specifications for all elements of the design work.
- G. Plans shall be submitted to the CLIENT for incremental review at 60%, 90%, and 100%.

7. Electrical Engineering

- A. Electrical
 - i. Site electrical design including bollards, picnic shelters and miscellaneous areas, as well as other items that require electrification (signage, etc.). Design of roadway lighting is excluded.
 - ii. Electrical distribution system including all necessary switchboards, panel boards, transformers, etc. to power the new site lighting.
- B. General
 - i. Shop drawing review and telephone coordination during construction is included.
 - ii. One set of reasonable red-line comments is included. All revisions to comply with code
 - iii. One site visit to review the existing conditions is included in the base fee.
- C. Plans and Specifications
 - i. AutoCAD or REVIT compatible backgrounds will be supplied for our use by others.
 - ii. Bound specifications will be provided.

8. Subconsultant Coordination

- A. Halff will coordinate the use of subconsultants as needed based on project design and need. This coordination shall be billed hourly. This phase shall include coordination with Griner Engineering (electrical), Dennis J. Benham (survey), and any additional subcontractors that may be required.

9. Client Coordination

- A. Halff will coordinate with City Staff as directed by the CLIENT on project design and need. This coordination shall be billed hourly.

Deliverables

One (1) PDF electronic copy will be provided at each submittal. The final submittal documents will be signed and sealed. An OPCC will be provided along with the Final Plan Submittal. The CAD file of the plans will also be provided with the Final Plan Submittal.

Schedule

Upon receipt of a fully executed copy of this Task Order, Halff shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

Fee

The fee breakdown for developing the project is as follows:

		Sr. Landscape Architect	Landscape Architect	GIS Specialist	Designer	Cost
Task	Description	\$190.55	\$133.90	\$97.85	\$82.40	
1	Survey (By Subconsultant)					\$7,820.00
2	Inventory and Analysis	3	3	1	6	\$1,565.60
3	Conceptual Landscape/Hardscape Plans	9	10	4	19	\$5,010.95
4	Public Outreach	12	27	1	0	\$5,999.75
5	Conceptual Landscape/Hardscape Refinement (CPM)	3	5	0	15	\$2,477.15
6	Final Landscape/Hardscape/Irrigation Plans	30	105	2	60	\$24,915.70
7	Electrical Engineering (By Subconsultant, If needed)					\$2,530.00
8	Subconsultant Coordination (Hourly, Anticipated Shown)					\$2,000.00
9	Client Coordination (Hourly, CPM)					\$4,000.00
	Subtotal	57	150	8	100	\$56,319.15
	Reimbursable Fees					\$1,000.00
	Total					\$57,319.15

Notes:

1. The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 90 days.
2. Items indicated as "If Necessary" are phases that may be omitted based upon the City and/or agency.
3. The Lump Sum Fee will not exceed \$57,319.15 without City written approval.

I. ADDITIONAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services, and which are agreed to be performed by Halff by written addenda to this Agreement, shall be considered Additional Services for which the CLIENT shall compensate Halff at an agreed upon lump sum fee or the Halff current hourly rates for the actual personnel involved in the tasks. Additional Services may include, but not be limited to, the following items:

- A. Soils testing, geotechnical services, material testing, quantitative water quality sampling, environmental testing/sampling, Phase One environmental studies, or testing of any kind. When required, Halff shall solicit proposals for these services from others for CLIENT approval and payment.
- B. Any redesign due to changes required in the event additional laws, regulations, or policies are promulgated by governmental agencies subsequent to the date of this Agreement.
- C. In the event changes are requested by the CLIENT once a phase of work has concluded, all work connected therewith shall be treated as additional services and paid for accordingly.
- D. Any special requirements of the owner's lender, if applicable.
- E. Any work associated with traffic studies and any work associated with modifications to existing roadways.
- F. Any survey related task.
- G. Requests for waivers from City or County Land Development Code and other City or County Regulations or Ordinances.
- H. Any work required to gain concurrency approval.
- I. Any work associated with off-site utilities or establishing off-site drainage studies.
- J. Construction Administration Services unless specifically identified within project scope.
- K. Any work associated with rezoning or modifying the land use designation of the property.
- L. Any FDOT access, drainage or utility permitting.
- M. Opinions of probable construction cost.
- N. Additional site visits and follow up required to visually observe corrected work.
- O. Requests for additional information by the review agencies for items not specifically required in codes and regulations.

II. EXCLUDED SERVICES

Halff's Scope of Services expressly does not include the following services which are the obligation of the CLIENT or Owner, as the case may be:

- A. Geotechnical, Survey, Architectural, Structural, Mechanical, or Electrical Services
- B. Environmental/Biological Services
- C. Any service related to buildings or vertical construction elements
- D. Lighting, Electrical, and "Dry Utility" coordination

Halff Associates, Inc.


3/15/2022

Sherri M. French, PLA, ISA Date
Regional Practice Leader Landscape Architecture

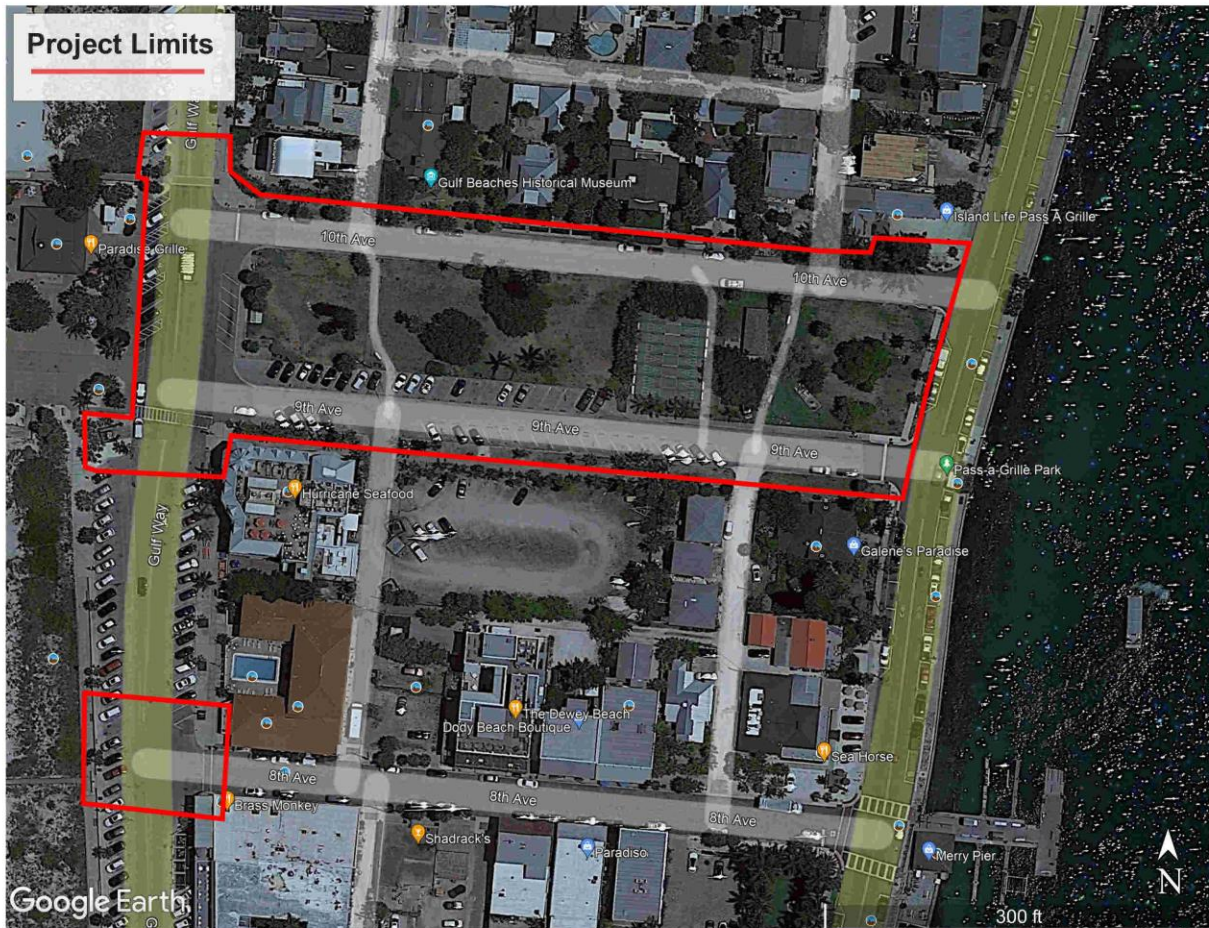

3/15/2022

Martin A. Steffen, PLA Date
Planning and Landscape Architecture Team Leader

Accepted By:

City Signature Date Typed/Printed Name and Title

Attachment A



HALFF ASSOCIATES, INC.

1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FL 33602

TEL (813) 620-4500
FAX (813) 221-4980

WWW.HALFF.COM

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2022-06 - Land Development Code Updates to Division 23: Off-Street Parking and Loading

Date: 4/26/2022

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: In May of 2021, the St. Pete Beach initiated a study to review the City's off-street parking requirements, as outlined in the Land Development Code, Division 23. To determine which parking strategies would best support pedestrian and multi-modal friendly land development, this study reviewed national and local best practices to determine which parking strategies were already in use in other municipalities. The City's parking requirements were incorporated into the code in 2005 and have not been significantly updated since. In the decade since then, many changes have occurred in the transportation and parking environment. The transportation and parking sector is in a period of transition, with modern technologies, products and services fundamentally shifting customer expectations and opportunities. It was the goal of the City to bring the code up to date through this study and the recommended updates.

A key task of the study was focused on receiving as much stakeholder input as possible. To best do this, the City held multiple meetings and conducted community and business surveys. To summarize the efforts: public meetings with the business and residential community were held, two surveys were distributed separately to business owners and residents with an input period of a month, two workshops were hosted in December with the Planning Board and City Commission. We also received many resident emails and comments which were taken into consideration.

Upon review of the information gathered on national and local best practices, parking data and public input, the study recommended to incorporate the parking management strategies below as way to help achieve the City's goals of pedestrian friendliness, alternate modes of transportation,

and pleasing aesthetics. As such, staff determined that updates to the off-street parking ratios and design standards were necessary and included recommendations to those areas through Ordinance 2022-06. The major changes are as follows:

1. Allow available on-street parking within 800ft of a commercial property to count as up to 10% of the required parking for non-residential uses
 - City Manager can restrict this to prevent overuse of on-street parking spaces
 - Restricted to Corey Avenue, Upham Beach, and Boca Ciega Dr near the Community Center
2. Allow non-residential properties to apply for tandem valet, so long as the business submits a valet management plan to the city for review and approval
3. Allow for a 10% reduction in the total required parking if the business is in a walkable area
 - Gulf Blvd from 35th Ave to 75th Ave AND Blind Pass Rd from 75th Ave to 81st Ave
4. Updated the required parking ratios
 - Added Multi-Family Residential category – 1 space per bedroom
 - Ballrooms as part of Transient Accommodations – 1 space per 600 SF / Stand Alone – 1 space per 300 SF
 - Additionally, updates were made to the following uses to bring the ratios into alignment with the ITE recommendation:
 - Bar / Nightclub (1 per 100 sf)
 - Retail / Convenience Store (1 per 300 ft)
 - Grocery Store (1 per 200 sf)
 - Transient Accommodations (.9 per TA Unit)
5. Expand the availability and flexibility of shared parking agreements to include:
 - Business to Public
 - Mixed-Use Projects
 - Business to Business
 - Business to City

- All shared parking arrangements will require the submittal of a shared parking agreement for review and approval by the City.
6. Increased standards for pedestrian connectivity from the public right-of-way to store front
 7. Increased landscaping standards for parking lots that cannot be located towards the rear of buildings
 8. Increased required screening for commercial properties that abut or are across the alley from residential properties
 9. In parking lots with over 50 spaces, up to 10% of the 25% allowed for compact spaces may be designated for Golf Carts, Scooters, or Motorcycles
 10. Expanded the existing bike rack requirements to include all non-residential properties over 5,000 SF.
 11. Removed all fee-in-lieu language

Furthermore, the proposed updates to the off-street parking code supports and aligns with objectives within the St. Pete Beach Comprehensive Plan in several ways:

- City of St. Pete Beach's Comprehensive Plan encourages the design of a walkable community that provides safe and comfortable pedestrian, bicycle, trolly, and other environmentally friendly modes of community mobility
- Objective 1.3 of Transportation Element within the City's Comprehensive Plan outlines policy to develop land development regulations that strive for safe, convenient, and efficient multimodal parking and access ways
 - Policy 1.3.1- The City shall enforce parking standards which provide for safe and convenient on-site traffic flow.
 - Policy 1.3.3- Bicycle parking areas at shopping and recreational areas shall be encouraged.
- Objective 1.4 of Transportation Element within the City's Comprehensive Plan, identifies policy directing the City's transportation system should emphasize safety and aesthetics
- The City shall enforce parking standards which provide for safe and convenient on-site traffic flow.

- Objective 1.5 of Transportation Element within the City's Comprehensive Plan states - As an ongoing objective, the City shall encourage the utilization of a multi-modal transportation system as needed.
- Policy 1.5.2- The City shall continue to identify and encourage the use of bicycle and pedestrian modes of transportation.
- Policy 1.5.3- The City shall review all proposed development and redevelopment site plans for the accommodation of bicycle and pedestrian traffic needs, when appropriate.

At the February 28, 2022 Planning Board meeting, the Board members unanimously recommended Ordinance 2022-06 for approval by the City Commission. On March 22, 2022, the City Commission approved first reading of this Ordinance and only minor changes have been made to this final reading. Sections 23.11 and 23.11 was updated to ensure that the new design and landscaping standards are flexible and adaptable to various types of parking arrangements found throughout the City.

Funding:	N/A
Requested Motion:	"I move to adopt Ordinance 2022-06."
Attachment:	Ordinance 2022-06

Ordinance 2022-06

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE DIVISION 23 OFF-STREET PARKING AND LOADING SECTION 23.3 – APPLICABILITY AND SCOPE; SECTION 23.4 – GENERAL PARKING REQUIREMENTS; SECTION 23.5 NUMBER OF PARKING SPACES REQUIRED; SECTION 23.6 – HANDICAP; SECTION 23.7 – PERVIOUS AND SEMI-PERVIOUS PARKING; SECTION 23.9 – SHARED OFF-STREET PARKING; SECTION 23.11 – PARKING CONSTRUCTION AND DESIGN REQUIREMENTS; SECTION 23.12 OFF-STREET LOADING SPACES; SECTION 23.13 – MAINTENANCE OF OFF-STREET PARKING AND LOADING AREAS AND DRIVEWAYS; SECTION 23.14 – FEE IN LIEU OF REQUIRED ON-SITE PARKING;; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach has the authority to enact laws which promote the public health, safety, and general welfare of its citizens.

WHEREAS, the City of St. Pete Beach enacted laws in its Land Development Code (“LDR”) to establish Citywide parking standards citywide to promote the public health, safety, and general welfare of its citizens, and to implement the section of the City’s Comprehensive Plan that encourages the design of a walkable community which provides safe and comfortable pedestrian, bicycle, trolley, and other environmentally friendly modes of community mobility.

WHEREAS, Objective 1.3 of Transportation Element within the City’s Comprehensive Plan enumerates policies to develop land development regulations that strive for safe, convenient and efficient multimodal parking and access ways.

WHEREAS, Objective 1.4 of Transportation Element within the City’s Comprehensive Plan, enumerates policies directing that the City’s transportation system should emphasize safety and aesthetics.

WHEREAS, City staff, with the assistance of a consultant team, reviewed national best practices and local parking standards to list current strategies and trends in regulating parking.

WHEREAS, City Staff found that many of the national best practices could be applied to St. Pete Beach to create a more aesthetically pleasing built environment while ensuring the City maintains an adequate supply of parking.

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.

WHEREAS, City staff conducted citywide outreach, local business stakeholder meetings, and online polling to understand the needs of users and suppliers of parking; then conveyed those findings to the City Commission and the Planning Board to seek direction.

WHEREAS, the City of St. Pete Beach City Commission desires to amend its LDC to update its parking standards.

WHEREAS, the City's Planning Board, in its capacity as the City's Local Planning Agency, reviewed this Ordinance at a duly noticed public hearing on _____, 2022.

WHEREAS, the City Commission conducted two duly noticed public hearings on _____, 2022 (first reading) and _____, 2022 (adoption hearing).

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

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

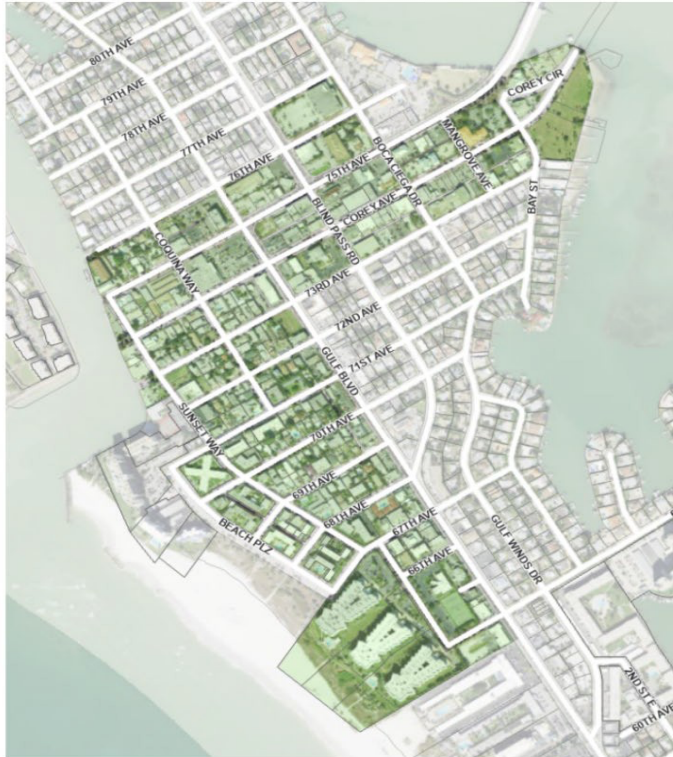
SECTION 2. The Land Development Code Division 23 shall be amended as follows:

DIVISION 23 ~~OFF-STREET~~ PARKING AND LOADING

Sec. 23.3. Applicability and scope.

- (c) ~~Where on-street parking is available, such on-street parking shall not be used as a substitute for any parking required by this Code.~~ Non-residential properties located within the boundaries of the highlighted areas as shown in Figure 23.3(c) that are within 800 feet of on-street parking may be permitted to count up to 10 percent of the available on-street parking to meet the off-street parking requirement. The City Manager, or designee, may reduce the percentage of available parking that can be applied toward a property's parking requirement on a case-by-case basis depending on current parking demands and trends.

Non-residential properties located in the green shaded area are able to apply on-street parking within 800 ft of their property line towards the total required off-street parking.



Sec. 23.4. General parking requirements.

(a) No building or use shall be permitted or constructed unless off-street parking spaces are provided in accordance with the provisions of this Code.

(1) Fractional space requirements shall be rounded up to the next whole space.

(3) In multistory buildings having vertical penetrations including, but not limited to, elevator, mechanical closets, air shafts, stairways and other similar penetrations, and large retail or restaurant establishments in excess of 5,000 square feet in area having "backroom" storage or working space, may deduct these spaces from the gross square footage in calculating parking space needs.

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- (4) In the case of mixed uses, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately and the ~~off-street~~ parking space for one use shall not be considered as providing the required ~~off-street~~ parking for any other use, except as provided for in the shared parking criteria in this division.
- (c) Off-street parking areas shall not be used for sales, dead storage, repair, dismantling or servicing of any type or kind, nor shall areas devoted to such activities count toward meeting off-street parking requirements.
- (d) Off-street parking areas for five or more automobiles shall have individual spaces that are designed, maintained and regulated so that no parking or maneuvering incidental to parking shall be on any public street or sidewalk and so that any automobile may be parked and unparked without moving another automobile, unless a valet management plan with tandem parking is approved by the City Manager, or designee. The City Manager, or designee, has the authority to review previously approved parking arrangements to accommodate tandem valet parking without a new valet management plan. The valet management plan shall provide for the following:
- (1) The location of the valet area;
 - (2) The number of valet spaces (on-site and/or off-site);
 - (3) A brief narrative description of how the valet will function and hours of operation;
 - (4) The location for the drop-off and pick-up area;
 - (5) A diagram showing how automobiles will be shifted in and out of spaces at peak usage.;
 - (6) The contact information for valet operator(s);
 - (7) The location of Wayfinding/signage for pick-up/drop-off;
 - (8) The location of receiving garage/lot and the number of spaces leased (if applicable);
 - (9) A lease agreement for the valet spaces (if applicable);
 - (10) A Peak Period contingency plan;
 - (11) A queuing Analysis (if requested); and
 - (12) The understanding that if any modifications to the management plan are made without City Manager approval, or if the management plan is not being appropriately followed and enforced, the City Manager, or designee, may revoke approval.
- (e) Except as provided in section 23.7, all off-street parking areas shall be surfaced with asphalt, bituminous or concrete material, clay brick or concrete paving units, and maintained in a smooth, well-graded condition; provided, however, turf block may be used for the parking space surface.
- (f) If artificially lighted, such lighting shall be so designed and arranged that light is directed away from any adjoining property used or zoned for residential purposes and so designed and arranged as to shield public roadways and all other adjacent properties from direct glare or hazardous interference of any kind.

- (g) Be arranged for the convenient access and safety of pedestrians and vehicles.
- (h) Be so arranged that no vehicle shall be required to back from such facilities directly onto arterial or collector streets as defined by the ITE Manual.
- (i) Have curbs, motor vehicle stops or similar devices so as to prevent vehicles from overhanging on or into public rights-of-way or adjacent property.
- (j) Off-street parking spaces shall be reserved for the exclusive use of residents, customers, patrons, or employees of the principal use of the property they are designed and intended to serve or as part of a shared parking plan as permitted in this division; provided, however, the city may authorize such parking on non-residentially zoned properties to be used on a temporary basis by the general public in connection with a special event approved by the city under Article II of Chapter 26 of the City of St. Pete Beach Code of Ordinances during those times the principal use of the property is not operating or as provided in a shared parking agreement.
- (k) Required off-street parking shall be located as follows:
 - (1) On the same or contiguous property of the use the parking is intended to serve;
 - (2) On non-contiguous property which has the same zoning classification or a zoning classification which allows the use as permitted or conditional, as the use the parking is intended to serve, provided:
 - a. The off-premise parking is within eight hundred (800) feet of the principal use to be served, to be measured along the most direct pedestrian route; except for a non-residential use that operates and maintains a valet management plan for customers as outlined in Sec 23.4.(d) ~~restaurant, hotel, or theater use that operates and maintains a valet parking service for customers, for which the off premise parking may be located within one thousand (1,000) feet from the principal use it is intended to serve, to be measured along the most direct pedestrian route.~~
 - b. An identifiable pedestrian connection is provided between the off-premise parking area and the principal use it is intended to serve. The pedestrian connection shall require no crossing of a collector or arterial street, except at a signalized intersection.
 - c. A parking agreement in a form approved by the city attorney is recorded with the Clerk of the Circuit Court of Pinellas County, Florida, at the owner's expense providing that the off-premise parking area will not be disposed of except in conjunction with the sale or use of the building the parking area serves so long as the parking is required.
 - (3) Towards the rear of building sites, wherever possible, with the street frontage defined by buildings and building orientation.
- (l) Non-required, supplemental surface parking associated with an off-premise parking lot within the Gulf Boulevard Redevelopment District shall be limited to a time period not to exceed five years from the date the conditional use permit is originally approved by the city commission.
- (m) Conditional use approval for a commercial parking lot in the Bayou Residential

Character District shall be limited to two years from the date the conditional use permit is originally approved by the city commission.

- (n) Notwithstanding any other provisions or restrictions contained in this Code, all parking lots, that have been permitted in accordance with this Code and in place at the time of adoption of this Ordinance, are considered vested until such time as the owner of the lot chooses to expand or change use of the property.
- (o) Non-residential properties located in walkable areas are entitled to a 10% reduction to the total required off-street parking. Walkable areas must abut the following streets:
- Gulf Boulevard from 35th Avenue to 75th Avenue
 - Blind Pass Road from 75th Avenue to 81st Avenue

The City Commission may modify the walkable areas as needed to adjust for future growth and trends through a Resolution.

Sec. 23.5. Number of parking spaces required.

Regardless of any other requirement of these regulations, each and every separate or individual store, office, or other business shall be provided with at least one off-street parking space, excluding required handicap parking, unless specific provision to the contrary is made herein.

The following minimum off-street parking requirements are applicable to all districts except as otherwise provided herein:

Use	Parking Requirement (spaces)
Automobile Service Station	1 space per bay, plus 3 spaces
Any form of residential <u>Residential, Single-family and Two-family</u>	2 <u>spaces</u> per unit
<u>Residential, Multifamily</u>	<u>1 space per bedroom</u>
<u>Ballrooms, Assembly Halls, and Event Space</u>	<u>1 space per 300 SF floor area</u>
Bar, Nightclub	1 <u>space</u> per 50 <u>100</u> SF floor area
Bed and Breakfast	1 space per guest room plus 1 space for owner or operator
Convenience Store	1 per 200 SF floor area
Grocery Store	1 <u>space</u> per 100 <u>200</u> SF floor area
Legitimate Theatre	1 <u>space</u> per 3 seats
Marina or Commercial Docks:	

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Boat slips/live aboard	1- 0 <u>space</u> per boat slip
High and dry slips	1- 0 <u>space</u> per 4 boat slips or fraction thereof
Boat slips/non-live aboard	1- 0 <u>space</u> per 4 boat slips or fraction thereof
Office	1 <u>space</u> per 300 SF floor area
Place of Worship	1 <u>space</u> per 3 seats in auditorium or chapel area
Restaurant	1 <u>space</u> per 100 SF floor area
Retail/ <u>Convenience</u> Sales and Service	1 <u>space</u> per 200 <u>300</u> SF floor area
Schools <u>Educational Facility</u>	3 spaces per 1,000 square feet of floor area, plus one for each teacher
Vehicle Rental	1 <u>space</u> per 200 SF floor area, must be marked as customer spaces plus one for each rental vehicle
Theater, Movie	1 per 3 seats
Transient Accommodations (including small retail and fitness facilities)	1 per transient accommodation unit, plus 1 additional per 10 transient accommodation units, plus additional parking for accessory facilities in accordance with the following: 0.9 per transient accommodation unit plus additional parking for accessory facilities as listed below.
Office space (<u>Transient Accommodations</u>)	1 <u>space</u> per 300 SF floor area
Retail and Restaurant space (<u>Transient Accommodations</u>)	1 <u>space</u> per 200 SF floor area
Ballroom, lobby area, conference and meeting rooms (<u>Transient Accommodations</u>), and fitness facilities	1 <u>space</u> per 600 <u>1,000</u> SF floor area

- (a) In instances of new construction or facility expansion involving the establishment of outdoor seating areas or other accessory or supplemental uses, the number of required parking spaces shall be increased in accordance with the above table such that parking is adequate to accommodate the entire area of use, both internal and external to the structure; provided, however, outdoor dining or outdoor drinking areas shall not be required to provide additional parking when the outdoor dining or outdoor drinking area is less than 500 square feet or is located on a private sand beach affiliated with a temporary lodging establishment. Any portion of the outdoor dining or outdoor drinking

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area greater than 500 square feet not located on a private sand beach affiliated with a temporary lodging establishment shall be included as gross floor area for the purposes of calculating off-street parking requirements at the rate set forth in the above table or as otherwise provided by this Code.

- (b) Parking spaces that are in excess of the number of spaces required by this division shall be constructed as grass parking, turf block or in a parking structure.
- (c) Where a project is intended to be developed in phases, the city manager may approve the development of a parking area intended to serve each phase as it is developed.
- (d) All ~~retail~~ non-residential projects over 5,000 square feet shall be required to provide a minimum of five bicycle rack spaces, or a number of bicycle rack spaces equal to ten percent of the required number of vehicle parking spaces, whichever is greater.
- (e) For properties zoned CRD-EA, permitted non-residential and transient accommodation uses are exempt from the minimum parking standards above. Residential uses shall provide the required off-street parking in the table above.
- (f) ~~For commercial~~ non-residential properties located in the Downtown Redevelopment District, additional parking shall be required for a change of use only if there is an increase in the floor area of an existing building or construction of additional buildings upon a determination by the city that there is inadequate space to increase ~~on-site~~ off-street parking in accordance with city requirements.

Sec. 23.9. Shared off-street parking.

- (a) Two or more owners or operators of buildings or uses requiring off-street parking facilities may make collective provision for such facilities, provided that the total of such parking spaces when combined or used together shall not be less than the sum of the requirements computed separately, except in accordance with the requirements of this section. Any arrangement for combined off-street parking shall be subject to the filing of a legal instrument satisfactory to the city manager, or designee, ensuring that such off-street parking will be maintained in the future so long as a use or uses requiring such off-street parking continue.
- (b) No part of an off-street parking area required for any building or use shall be included as a part of an off-street parking area similarly required for another building or use except as shared parking as set forth below.
- (c) The city manager, or designee, may approve shared parking facilities for developments or uses with different operating hours or different peak business periods if the shared parking complies with ~~the~~ all of the following standards:
 - (1) Shared parking may not be used to satisfy the off-street parking standards for upper-story residential uses.
 - (2) Shared parking spaces must be located within 600 feet of the primary entrance of all uses served. Required parking spaces reserved for persons with disabilities

shall meet all requirements of the Florida Accessibility Code.

- (3) Shared parking areas for uses located in a nonresidential district shall not be located in any residential district.
- (4) Those wishing to use shared parking as a means of satisfying off-street parking requirements must submit a shared parking analysis to the city manager, or designee, that clearly demonstrates the feasibility of shared parking. The study must be provided in a form established by the city manager, or designee, and made available to the public. It must address, at a minimum; ~~the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.~~
 - a. The size and type of the proposed development;
 - b. The composition of tenants;
 - c. The anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces;
 - d. The number of spaces to be shared;
 - e. Times and days parking is being shared;
 - f. Any restrictions to the sharing of parking spaces;
 - g. Provide the parking spaces required per code for each business sharing;
 - h. Provide a diagram of the parking lot and indicate areas that are being shared (if space specific); and
 - i. A termination clause if the agreement is discontinued.
- (5) A shared parking plan shall be enforced through written agreement among all owners of record. The owner of the shared parking area shall enter into a written agreement with the ~~county with enforcement running to the county~~ City of St. Pete Beach providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the building which the parking area serves so long as the facilities are required; and that the owner agrees to bear the expense of recording the agreement and such agreement shall bind his or her heirs, successors, and assigns. An attested copy of the agreement between the owners of record shall be ~~submitted to the city manager for recordation in a form established by the city manager~~ recorded with the County. Recordation of the agreement must take place before issuance of a building permit or certificate of occupancy for any use to be served by the shared parking area. A shared parking agreement may be revoked only if all required off-street parking spaces will be provided on-site in accordance with the off-street parking schedules in this section. The written agreement shall be voided by the city if other off-street facilities are provided in accord with these zoning regulations.
- (6) Where the uses subject to a shared parking agreement change, the city manager, or designee, shall have the authority to require a revised shared parking study and a new shared parking agreement when the revised shared parking study indicates

additional parking is required.

- (7) Non-residential uses with excess off-street parking or having available off-street parking during non-business hours can make such parking available to the public, through administrative approval by the City Manager, or designee. An application and parking management plan must be submitted to the City and include the following:

- (a) The parking spaces available to the public;
- (b) The operating hours of the business;
- (c) The hours the off-street parking will be sold;
- (d) Proof that the off-street parking is underutilized/identifying the amount of excess parking if the plan includes spaces to be sold during operating hours;
- (e) An enforcement plan; and
- (f) The City Manager, or designee, may adopt additional rules and regulations necessary for the administration and enforcement of this subsection.

Sec. 23.11. Parking construction and design requirements.

- (a) General construction *requirements*.

- (1) All driveway and off-street parking areas shall be constructed of ~~asphaltic~~ concrete, concrete, pavers or equal on a properly constructed and compacted base unless an alternative is approved by the city.
- (2) No slag, rock, pea gravel or other loose type of material shall be used.
- (3) All driveway aprons within the public rights-of-way shall be constructed of concrete.
- (4) All points of ingress/egress from parking areas to public rights-of-way shall be constructed only upon approval from the city or other public agency having jurisdiction over the right-of-way.
- (5) All establishments with surface parking lots must provide, at a minimum, clearly delineated pedestrian access, separated from traffic lanes, from the public sidewalk to the parking area.
- (6) Surface parking lots containing 100 parking spaces or more shall provide pedestrian walkways through the parking area. Walkways shall connect pedestrian activity such as, but not limited to, public sidewalks, public recreation trails, transit stops, street crossings, bicycle parking facilities, buildings and store entry points, and central features and community spaces.

- a. Location.

- (i) For parking rows perpendicular to the principal building front façade, pedestrian walkways shall be located at a minimum of one pedestrian walkway every 200 feet.
- (ii) For parking rows parallel to the principal building front façade, pedestrian walkways shall be incorporated adjacent to a series of aligned landscape

- islands with a minimum of one walkway for every 25 parking spaces.
- b. Dimensions. Pedestrian walkways required by this subsection shall be a minimum of five feet in width. The five-foot width shall not include any vehicle overhangs. A landscaped area not less than four feet wide shall abut the entire length of the walkway and shall include one shade tree per 30 linear feet, shrubs, accent plants and groundcovers.
 - c. Identification. Pedestrian walkways shall be clearly identified. Pedestrian benches along the walkways are recommended, but not required. Pedestrian walkways which cross vehicular aisles or driveways shall be distinguished by a contrasting paving material such as pavers, bricks, stamped asphalt, or scored concrete.
 - d. The City Manager, or designee, may modify the pedestrian walkway standards if the applicant can demonstrate that some other form of pedestrian circulation would be suitable for the site and would provide equivalent pedestrian safety.
- (7) Parking lots and buildings should be designed to allow connections with establishments on adjacent properties, allowing drivers and pedestrians to cross property lines without returning to the street.
 - (8) Where a surface parking lot abuts an existing sidewalk, a five-foot-wide buffered landscaping area should be provided containing shade trees or other greenery as outlined in Division 22. The City Manager or their designee may waive this provision of the code of if the applicant can demonstrate that design standard will prohibit them from meeting the parking requirements as outlined in Division 23. If this requirement is waived, other conditions may be imposed to achieve the goal of this provision.
 - (9) Where a parking area is abutting, or is across an alley from, any residential use or residential zoning district, the parking area shall be screened from view with a solid landscape buffer a minimum of six feet tall. The City Manager or their designee may waive this provision of the code of if the applicant can demonstrate that design standard will prohibit them from meeting the parking requirements as outlined in Division 23. If this requirement is waived, other conditions may be imposed to achieve the goal of this provision.
 - (10) Where a driveway intersects a sidewalk located within the right-of-way, the portion of the sidewalk that crosses the driveway shall have a consistent finish and color as the abutting sidewalk and be visually delineated with expansion joints. The abutting property owner shall be responsible for maintaining the sidewalk in good condition and repair with no cracks or voids larger than one inch. Where a drive lane intersects a sidewalk located within the adjoining public rights-of-way, the sidewalk shall be delineated with expansion joints or contrasting surface materials.
- (b) *Single-family and two-family residential.*
 - (1) For each single family and two-family zoning lots there shall be no more than two driveways providing access to one street, however, in the case of corner lots, no more than three driveways shall be permitted for any lot.
 - (2) ~~The minimum width of any driveway shall be 12 feet, and the maximum width of any~~

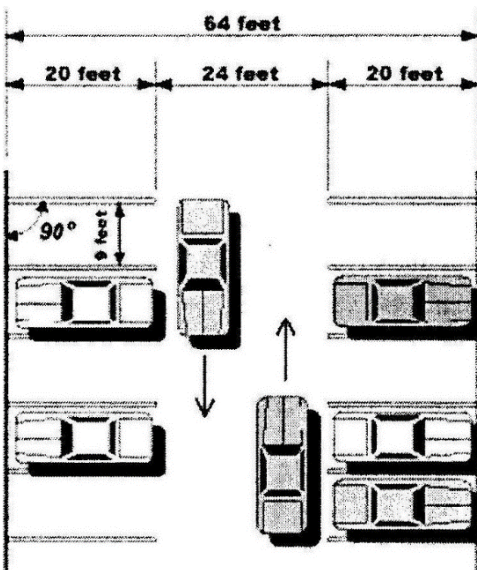
Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

~~driveway shall be 24 feet measured along the property line.~~ Standard driveway. Driveways shall measure no less than 10 feet in width and no more than 20 feet as the driveway crosses the property line. The driveway approach shall measure no more than 26 feet at the curb, which includes two three-foot by seven-foot triangular flares.

(c) All other uses.

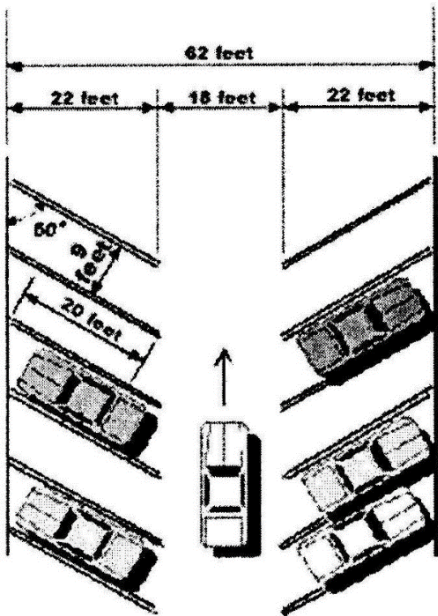
- (1) In addition to meeting the general construction requirements of paragraph (a) above, all off-street parking areas shall be designed and constructed in accordance with the dimensional requirements illustrated below, except that in developments requiring more than 50 total parking spaces, a maximum of 25 percent of such spaces may be designed for compact car parking (8 feet by 16 feet) ~~and may be as small as 8 feet by 16 feet in dimension.~~ Up to 10 percent of those spaces may be designed for motorcycles and/or scooters (4 feet by 10 feet) and/or golf carts 6 feet by 10 feet, where permitted to operate. Any such space provided must be identified by legible signage as a compact car-, motorcycle and/or scooter, or golf cart parking space, where applicable.

- A. *Parallel.* The dimensional requirements for parallel parking spaces are nine feet in width and 24 feet in length.
- b. *Perpendicular – 90 Degree.* The dimensional requirements for this configuration are:



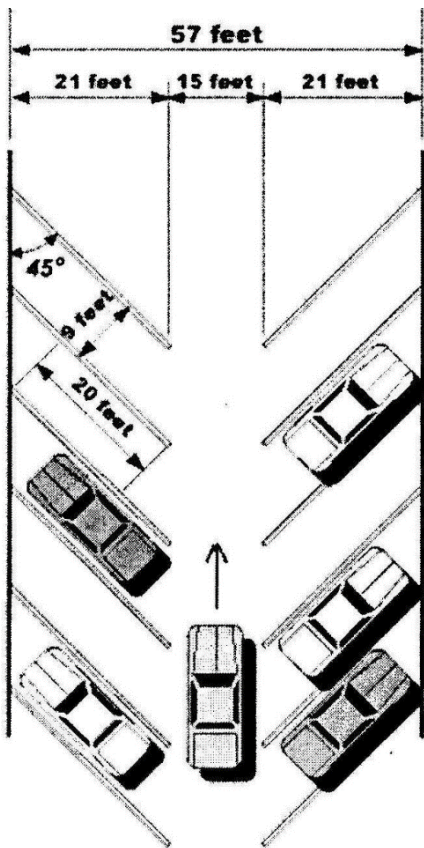
Description	Dimension
Parking space width	9 feet
Parking space length	20 feet
Driving aisle width (2-way)	24 feet
Two rows plus aisle width	64 feet

e. *Angled – 60 Degree.* The standard dimensions for this configuration are:



Description	Dimension
Parking space width	9 feet
Parking space length	20 feet
Driving aisle width (1-way)	18 feet
Two rows plus aisle width	62 feet

f. *Angled – 45 Degree.* The standard dimensions for this configuration are:



Description	Dimension
Parking space width	9 feet
Parking space length	20 feet
Driving aisle width (1-way)	15 feet
Two rows plus aisle width	57 feet

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.

Sec. 23.12. Off-street loading spaces.

All transient accommodation uses having food service, convention and/or meeting room facilities that in total floor area exceed 10,000 square feet and all nonresidential uses exceeding 10,000 square feet in floor area shall be required to provide one off-street loading space for the first 10,000 square feet and one additional off-street loading space for each additional 10,000 square of floor area or part thereof as follows:

- (a) *Dimensions.* The minimum dimensions of any required off-street loading space shall be a clear horizontal area of 12 feet by 30 feet, exclusive of platforms and piers, and a clear vertical space 14 feet high. For vehicle sales facilities, the loading space shall be large enough to accommodate at least one full size vehicle transport truck.
- (b) *Changes in uses.* When the use of a structure or land or any part thereof is changed to a use requiring off-street loading facilities, the full amount of off-street loading spaces required shall be supplied and maintained. When any structure is enlarged or any use extended so that the size of the resulting occupancy requires off-street loading space, the full amount of such space shall be supplied and maintained for the enlarged structure or extended use.
- (c) *Accessibility.* Each off-street loading space shall be directly accessible from a street or alley without crossing or entering any other required off-street loading space. Such loading space shall be accessible from the interior of the building it serves and shall be arranged for convenient and safe ingress and egress by motor truck or motor truck and trailer combinations, and so no truck or trailer shall be required to back from such facilities directly onto public streets.
- (d) *Construction.* All off-street loading areas shall be constructed of asphaltic concrete, concrete or equal on a properly constructed and compacted base unless an alternative is approved by the city.
- (e) *Use restricted.* Off-street loading areas shall not be used for sales, dead storage, repair, dismantling or servicing of any type or kind.
- (f) *Shared off-street loading.* Collective, joint or combined provisions for off-street loading facilities for two or more buildings or uses may be made, upon the approval of the city, provided that such off-street loading facilities are sufficient in size and capacity to meet the combined requirements of the several buildings or uses and are designed, located and arranged to be usable thereby.
- (g) *Loading areas.* Loading areas shall be screened from view with a solid masonry wall measuring at least six feet in height. Where the loading area is abutting, or across an alley from, any residential use or residential zoning district, the loading area shall be screened from view with a solid masonry wall measuring at least eight feet in height. The required screening wall(s) shall not be in conflict with other sections of this code and shall be architecturally finished to match the building.

~~Sec. 23.14. Fee in lieu of required on-site parking.~~

- ~~(a) The amount of any on-site parking required under section 23.5 of this Code for~~

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~~development in the Downtown Redevelopment District may be reduced by the payment of the fee as established by resolution of the City Commission.~~

- ~~(b) Any money collected by the city under this section may be used only for the purchase of land for, or the construction, maintenance, or operation of on or off street municipal parking facilities created by this fund, and any other costs associated with the provision of municipal parking in the Downtown Redevelopment District.~~

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, 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 _____, 2022.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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