CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 9, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -

a. Proclamation: Employee Recognition
Recognition of the accomplishments of Michelle Gonzalez and Charles Newman.

b. Lifeguard Recognition

1. Annelise Knous – Senior at St. Pete Catholic, 17 years old
2. Ashley Font – Junior at St. Pete Catholic, 16 years old
3. Ainsley Burke – Senior at St. Pete High, 17 years old

c. Brian Hunter, FDOT
Traffic Data Collection

2. Changes to the Agenda -

3. Audience Comments -
Public participation is encouraged. If you wish to address the City Commission, please fill out a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non-public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24-hours in advance of the meeting.

4. Consent -

a. City Commission Minutes: July 25, 2022 Budget Workshop and July 26,

2022 6:00 PM Meeting

b. Renewal of Interlocal Agreement with Forward Pinellas for Planning, Mapping, and Special Project Assistance

c. Authorize the City Manager to enter into an Agreement with Forward Pinellas for a Complete Streets Visioning Study in the Downtown Core and to expend funds in the amount of $65,000.

d. Authorization to Enter into an Agreement with Forward Pinellas for a Gulf Boulevard Conceptual Alternatives and Safety Study to expend $64,000 from the Mobility Fund

e. Wastewater/Stormwater Equipment Sharing ILA

f. Purchase Toro Sand Pro

5. Action Items

a. Rileighs Outdoor, LLC. Holiday Decorations Proposal
Bid proposal from Rileighs Outdoor, LLC. for City wide holiday decorations.

Action Request: Motion to authorize the City Manager to piggyback on the City of Treasure Island Agreement and approve Rileighs Outdoor proposal in the amount of $76,880.00 for City wide holiday decorations.

b. License Agreement with Don CeSar Property Owners Corporation (DCPOC) for Emergency Access
Proposed Agreement to allow the City to continue the utilization of a portion of DCPOC for emergency and rescue.

Action Request: Motion to approve the License Agreement with DCPOC and authorize the City Manager to execute same.

6. Resolutions -

a. Resolution 2022-13: Public Meeting Rules and Procedures
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS AND BOARD AND COMMITTEE MEETINGS, AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-13.

7. Items for Discussion -

a. Registered voters per City district as provided by the Pinellas County Supervisor of Elections
Review of registered voters per City district.

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

9. Adjournment

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

the appeal is to be based.

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

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.

St. Pete Beach

The Sunset Capital of Florida

PROCLAMATION

WHEREAS, the City of St. Pete Beach wishes to recognize staff accomplishments; and,

WHEREAS, the following staff members have recently pursued and received professional designations and certifications; and,

WHEREAS, the knowledge and skills developed through these programs will directly contribute to the proficiency with which staff performs their day-to-day functions.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the St. Pete Beach City Commission do hereby recognize the accomplishments and certifications of Michelle Gonzalez.

- American Institute of Certified Planners (AICP)

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 9th day of August, 2022.

_____

Alan Johnson, Mayor

St. Pete Beach
The Sunset Capital of Florida

PROCLAMATION

WHEREAS, the City of St. Pete Beach wishes to recognize staff accomplishments; and,

WHEREAS, the following staff members have recently pursued and received professional designations and certifications; and,

WHEREAS, the knowledge and skills developed through these programs will directly contribute to the proficiency with which staff performs their day-to-day functions.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the St. Pete Beach City Commission do hereby recognize the accomplishments and certifications of Charles Newman.

- Florida Association of Code Enforcement (FACE) Level I

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 9th day of August, 2022.

_____
Alan Johnson, Mayor

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Lifeguard Recognition

Date: August 9, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: At the St Pete Beach Aquatic Center on July 10, PARC rented the pool for their residents in the afternoon. During the rental, a 26 year old disabled man fell unconscience on the deck. Three of the lifeguards responded to the victim and began performing CPR and retrieved the defibulator (AED) and in between 5 rounds of CPR used the AED to shock the victim 3 times until the paramedics arrived. The paramedics also shocked the victim 2 more times. The victim left the pool conscience and transported to Pasadena Hospital. The victim was then air lifted to Largo Medical Center and expected to be okay.

Funding:

Requested Motion:

Attachments:

DRAFT
City Commission Meeting
Budget Workshop
July 25, 2022
10:00 a.m.

ELECTED OFFICIALS PRESENT:
Alan Johnson, Mayor
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4 – (joined the meeting 1:01 p.m.)

ELECTED OFFICIALS ABSENT:
Chris Graus, Vice Mayor, Commissioner District 1
Ward Friszolowski, Commissioner, District 3

STAFF PRESENT:
Alex Rey, City Manager
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager
Jennifer McMahon, Chief Operating Officer
Mike Clarke, Public Works Director
Betcinda Kettells, Library Director
Jim Kilpatrick, Fire Chief

Mayor Johnson called the meeting to order at 10:20 a.m. followed by the Pledge of Allegiance.

1. FISCAL YEAR 2023 BUDGET WORKSHOP DISCUSSION
Vince Tenaglia, Assistant City Manager, gave a presentation to the Commission to discuss several key points for the upcoming fiscal year, a copy of the presentation is made a part of the record. He reminded the Commission of the millage rate and budget adoption process that the City undergoes annually. The presentation included:

Fund Balance:
- Assigned vs. unassigned balances

General Fund:
- Encumbrances carried forward: $462,000
- Supplemental appropriations
    - Asphalt removal program
    - Public Works campus
    - Sunset Way/Corey Avenue intersection improvements
    - City Hall generator
    - Fire Station facility repairs
    - Employee retention
    - Pressure washing
- Budget Updates:
    - Parking +17% over budget estimate
    - Half-cent sales tax +20% budget estimate
    - Employee turnover
    - Plan review fees

Funding Challenges:
- Fire Station 22 rehabilitation

    - Discussion: The Commission mentioned having one centrally located Fire Department to service the entire City. Fire Chief Kilpatrick addressed a study that was conducted about seven years ago that outlines why that is not a feasible option at this time. Commissioner Grill asked for a copy of that study.
- Seawall rehabilitation
- Reclaimed water lateral replacement program
    - No increases are proposed in fiscal year 2023
- Critical wastewater infrastructure

<u>Revenue:</u>

- Ad valorem taxes +$1,573,090
    - Based on current millage rate
- Public safety fees +$260,000
    - Based on proposed EMS reimbursement agreement
- Transportation +$359,000
    - Possible rate increase for consideration, not in the fiscal year 2023 budget estimate
        - Primary goal to reduce congestion
        - Anticipated revenue impact from $.50 increase from $3.25 to $3.75

Discussion ensued on a possible parking rate increase and how that looks to residents who are also paying a higher property tax even with the millage rate staying the same. Commissioner Grill proposed free beach parking for residents and charge visitors and guests. City Manager Rey agreed with Commissioner Grill's perspective on free parking for residents and will work with staff on what that will look like.

Mayor Johnson suggested the City consider a $.25 increase.

Mr. Tenaglia stated that he took notes of this discussion and more information will be forthcoming.

- Licenses and permits -$138,000
    - Allocation to Building Fund
- Interest earnings +$102,700
    - Higher prevailing rates

<u>Expenditures:</u>

- New services and additions
    - Law Enforcement
        - Annual cost escalation and remaining installment of startup costs for 3rd deputy: $115,000
    - Citywide Freebee expansion
        - Commissioner Grill would like to have information on Freebee contract regarding who pays for the cost to charge the electric vehicles and expressed concern about current charging stations that do not assess a fee to the end user. He asked staff to look into an upgrade to current charging stations so that the City is not incurring the cost.
    - One new full-time employee position
        - Administrative support, grant management assistance, risk management assistance
            - Cost impact $65,000
    - Credit card processing fees +$50,000 based on parking upgrades
    - Continued business site improvement grant +$25,000
        - Current year the amount is $50,000; proposed increase of $25,000 for fiscal year 2023 for a total of $75,000

- Personnel related
  - 6% wage increases
    - 3% cost-of-living adjustment
    - 3% merit based
    - Fire Department 3% gross wage increase in addition to steps (negotiation pending)
  - Insurance
    - 15% estimated health insurance increase
  - Pension
    - General – shift to gross contribution pending
    - Police – contribution utilizing portion of remaining debt proceeds
    - Fire – contribution rate decrease from 41% to 35.5%
- Inflationary pressures
- Technology upgrades
  - Finance ERP system
  - Road mapping surface GPS system

Budget Transfers:

- Capital fund
- Resiliency fund
- Multimodal fund

Mayor Johnson recessed the meeting at 12:13 p.m.

Mayor Johnson reconvened the meeting at 1:01 p.m.

Millage Rate:

- 14.3% property value increase
  - Commissioner Grill would like to know the percentage of residents that are homestead
- Proposed millage rate is 3.1500 mills, the same millage rate since 2015
- Revenue increase: $1.57M
- Millage rate options were discussed to include the projected revenue from said millage rate, variance vs. proposed, and the voting requirement to implement such millage
  - Rolled-back rate is 2.7698 mills

Commissioner Pletcher discussed rolled back rate versus the current rate of 3.1500 mills and the impact if the City were to go back to the roll-back rate as in staffing, expected services, and new/needed services. She understands the impact on the residents as well and does not take that lightly.

Commissioner Grill agreed with Commissioner Pletcher and understands the economic impact to the City and to the residents. The Commission discussed maintaining current services versus projected improvements.

In regard to compensation, Mr. Tenaglia stated that in the current proposed budget there is funding allocated for a compensation study for the employee positions.

Building Fund:

- Reserves $2.3M
- FY 2022 budget updates
- FY 2023 key changes
- FY 2023 net revenue $760,670

Fleet Fund:

- Reserves $660,000
- FY 2022 budget updates
- FY 2023 key changes
- FY 2023 net revenue $213,771

Multimodal Fund:

- Reserves $70,000
- FY 2022 budget updates
- FY 2023 key changes
- FY 2023 net expenditures $38,600

Capital Fund:

- Reserves $50,000
- FY 2022 budget updates
- FY 2023 key changes
- Technology upgrades
- FY 2023 net expenditures $20,546

Resiliency Fund:

- New fund effective FY 2023
- Short term –
    - Funding source for seawall rehabilitation program
    - $3.34M over next five years
- Long term –
    - Goal to maintain FY 2023 contribution ($786,500) as minimum baseline
    - Seawall rehabilitation total $9.7M over next ten years
    - Develop funding source for long term resiliency challenges, matching funds for future grant opportunities
- FY 2023 net revenue $566,500

Wastewater Fund:

- Reserves $480,000
- FY 2022 budget updates
- Chart of number of gallons treated
- FY 2023 key changes
    - **No proposed rate increase**
- FY 2023 net revenue $778,856

Reclaimed Water Fund:

- Reserves $340,000
- FY 2022 budget updates
- FY 2023 key changes
    - **No proposed rate increase**
- FY 2023 net revenue $1,376,070

Stormwater Fund:

- Reserves $670,000

- FY 2022 budget updates
- FY 2023 key changes
    - **No proposed assessment increase**
- FY 2023 net expenditures $106,700

Capital Improvement Program (CIP):
A list of the 10 top ranked projects were discussed as suggested by the Finance Board.

Jennifer McMahon, Chief Operating Officer, discussed facility renovations to include the restroom upgrades to various City facilities and parks.

Mike Clarke, Public Works Director, discussed air release valves and alleyway improvements.

Discussion ensued regarding the ranking of the CIP.

Grant Status:
Mr. Tenaglia discussed 9 grants that were submitted, have been awarded, or are pending. Total awarded equates to $3,729,000 with a total of $1,758,000 in outstanding applications.

Mayor Johnson adjourned the meeting at 3:39 p.m.

MINUTES APPROVED:

AMBER LAROWE	ALAN JOHNSON
CITY CLERK	MAYOR

DRAFT
City Commission Meeting
July 26, 2022
6:00 p.m.

ELECTED OFFICIALS PRESENT:
Alan Johnson, Mayor
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

ELECTED OFFICIALS ABSENT:
Chris Graus, Vice Mayor, Commissioner, District 1
Ward Friszolowski, Commissioner, District 3

STAFF PRESENT:
Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Vince Tenaglia, Assistant City Manager

Mayor Johnson called the meeting to order at 6:05 p.m. followed by the Pledge of Allegiance.

1. PRESENTATIONS

a. Recognition: Firefighter Bobby Barber *(item continued to a future meeting)*

b. Mayor Johnson presented a proclamation recognizing Chad Adkins, Andria Nicholson, Victor Perkins, Ayako Ruckdeschel, and Jay Witte for recent career accomplishments.

2. CHANGES TO THE AGENDA

No changes.

3. AUDIENCE COMMENTS

Laura Travison, resident, discussed the clearing of land near Lido Park and the effects it will have on residents.

James Proctor, resident, discussed the Tradewinds Hotel possible development.

Amy Auerbach, resident, asked questions regarding density, heights, development, comprehensive plan, and the City's plan to be able to assist with the growth.

Adrian Petrilla, resident, discussed the speeding on the waterways and the safety issues.

Deb Schechner, resident, left a voicemail to discuss the possible parking lot development near Lido Park.

4. CONSENT

a. July 12, 2022 City Commission Workshop and 6:00 p.m. Meeting Minutes

Motion: **Commissioner Grill moved, Commissioner Pletcher seconded, and the motion carried to 3-0 approve the July 26, 2022 Consent Agenda as presented by the City Manager.**

5. ACTION ITEMS

a. **Grow Care Outdoor Solutions Tree Trimming Proposal**

Mrs. McMahon discussed the bid process and the two proposals received. The price proposed from Grow Care was more affordable than the second bid and the current vendor. The City will be moving to a program to trim the palm trees on a schedule; the contract with Grow Care will be a price per tree basis.

The Commission was pleased with the costs proposed from Grow Care with slight concerns expressed on the business location of North Fort Myers.

Motion: **Commissioner Grill moved, Commissioner Pletcher seconded, and the motion carried 3-0 to award Grow Care Outdoor Solutions for tree trimming services not to exceed budgeted fund.**

b. **2707 Pass-A-Grille Way, LLC vs. City of St. Pete Beach Case No. 21-000823-CI**

Attorney Dickman discussed the attached proposed settlement agreement and displayed a PowerPoint to explain the terms; a copy is made a part of the record. The terms include:

a. Demolition Principal Structures: within 6 months of the effective date, an application will be made for a Demolition Permit, to demolish the existing structures on the property within 12 months of the City's issuance of all necessary permits authorizing the demolition

b. Discontinue Corporate Retreat Use: upon completion of the demolition of the existing structures on the property, the currently authorized grandfathered use of the property shall cease and no longer have authorized use. 2707 Pass-A-Grille Way shall record in the public records a document signifying the end of the grandfathered use under the 2004 settlement documents.

c. One Single Family Home: property shall collectively be considered one single family, residential lot, for purposes of the development of one single family residential home.

d. The Dock Permit Shall be Reinstated and the Existing Dock Vested As-Built: the current dock with 9 slips shall be vested in the location and configuration as illustrated in Exhibits C and D.

Attorney Dickman also mentioned one change since the publication of the Agenda. A new Exhibit D has been added to include a copy of an as-built survey once it has been completed by the City. Mr. Dickman reiterated that there are no special approvals for this property, the Code Enforcement case will be removed, and the Agreement will be recorded with the Pinellas County Clerk of Court and stay with the land, not the property owner.

Alex Rey, City Manager, reminded the Commission that once a demolition permit is applied for, that permit/request will go to the Historic Preservation Board for approval, the Board cannot deny such request.?

Evan Dix, Hill, Ward, & Henderson Law Group, spoke as a representative of the plaintiff. He advised the Commission that the plaintiff agrees with all that Attorney Dickman stated above as well as the inclusion of Exhibit D for the survey.

Motion: **Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 3-0 to approve the settlement agreement with the inclusion of Exhibit D as stated by Attorney Dickman.**

6. RESOLUTIONS

a. **Resolution 2022-15: Proposed Millage Rate**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2023 PROPOSED MILLAGE RATE; SCHEDULING PUBLIC

HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Assistant City Manager Tenaglia stated that this Resolution will provide a millage rate of 3.1500 mills to be communicated to the Pinellas County Property Appraiser's Office and to be mailed to the residents notifying them of the City's proposed millage as well as the two public hearing dates (September 12 and September 28). The millage rate of 3.1500 mills has been the millage rate since 2015.

Motion: **Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 3-0 to adopt Resolution 2022-15.**

7. ITEMS FOR DISCUSSION

a. **Review of Draft Resolution 2022-13: Public Meeting Rules and Procedures**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR RULES AND PROCEDURE FOR CITY COMMISSION MEETINGS AND BOARD AND COMMITTEE MEETINGS; AND PROVDIING FOR AN EFFECTIVE DATE.

Amber LaRowe, City Clerk, identified the areas that were modified to the current rules and procedures as discussed at the April 12th City Commission Workshop. A copy of those modifications is outlined in the Agenda Memorandum and made a part of the record.

Laura Travison, resident, complimented the proposed rules/procedures and encouraged that they be published so the public is reminded of what is and is not acceptable . The City Clerk confirmed that the Resolution, once adopted, will be posted at the front of the room on the table with the agendas and speaker's cards, the rules of decorum will be summarized on the back of the speaker's cards, and it will be posted on the City Clerk's page of the City's website.

St. Pete Beach Astronomer, resident, spoke regarding the flexibility of rules/procedures to be altered by the Mayor during meetings.

This will be on the August 9th Agenda for adoption.

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

Alex Rey, City Manager—discussed the list of proposed developments as emailed out and posted to the City's website. A copy of the list is made a part of the record. He confirmed that a Conditional Use Application has been submitted for the Plaza Beach Hotel specifically for the property that they purchased (sold by Duke Energy) located near Lido Park. The request is to use the property for a commercial parking lot and there is a secondary request to use the lot as parking for the Plaza Beach Hotel.

The Commission discussed the proposed developments and asked for updates as needed, at least once a year. Mr. Rey agreed that as anything new comes up with these on the list or anything else, information will be presented and updated on the City's website.

Commissioner Pletcher discussed the 2014 Settlement Agreement that made changes to the Comprehensive Plan and the Land Development Code. City Attorney Dickman stated that a copy of that Settlement Agreement was emailed to the Commission last week and is a public record. It was reiterated that no changes have been made since the changes as outlined in that Settlement Agreement.

Commissioner Pletcher—is excited to have Brandon Berry back on staff in the Planning Department next week.

She also complimented Tara Salmieri, PlanActive Studio, on her consulting services to assist with the Historic Preservation Board workshops.

Commissioner Pletcher discussed how important the advisory boards are to the City and suggested that each Commissioner reach out to their appointees and make sure that they are still willing to serve and appear at the meetings as scheduled.

Commissioner Grill—discussed the comments and responses that he has received from residents in District 2 related to the development; the comments have been both pros and cons.

He has been reminding residents about the workshops on the proposed beach ordinance and stated that this is ongoing and going to take time; a second workshop has been scheduled for August 9th.

Commissioner Grill stated that a resident informed him of a personal flying craft that has been flying over the beach and expressed concern if this was going to be a new thing occurring around the City. He understands that technology is every changing, and, as it changes, the City should continue ensuring the safety and enjoyability of all.

Mayor Johnson—mentioned that Julie Marcus, Supervisor of Elections, will be the speaker at tomorrow's BIG-C meeting.

Mayor Johnson adjourned the meeting at 7:58 p.m.

MINUTES APPROVED:

AMBER LAROWE CITY CLERK	ALAN JOHNSON MAYOR

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Renewal of Interlocal Agreement with Forward Pinellas for Planning, Mapping, and Special Project Assistance

Date: August 9, 2022

Prepared By: Alex Rey, City Manager

Through: Alex Rey, City Manager

Summary of Issue: Forward Pinellas provides planning, mapping, and special project assistance to cities on an as-needed basis. The existing Interlocal Agreement for services expires on September 30, 2022. The new Agreement will be effective October 1, 2022 and will remain in place for four years. The Agreement may be terminated at anytime with proper notice by either party.

Funding: N/A

Requested Motion: I move to approve the Amendment to the Forward Pinellas Interlocal Agreement for planning, mapping, and special project services as approved by the Foward Pinellas Board and authorize the City Manager and Mayor to execute the agreement.

Attachments:

1. Fully Executed 2018-2022 Interlocal Agreement Planning and Mapping Forward Pinellas
2. First Amendment to the Interlocal Agreement for Planning and Mapping Services Forward Pinellas

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2018312053 09/28/2018 10:59 AM
OFF REC BK: 20222 PG: 2375-2381
DocType:AGM RECORDING: $61.00

INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK WITH THE CITY OF ST. PETE BEACH

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as "Agreement", is made and entered into this 28th day of August, 2018, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as "Forward Pinellas,") and the CITY OF ST. PETE BEACH (hereinafter referred to as the "Local Government").

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2014; and

WHEREAS, the current interlocal agreement between the parties expires on September 30, 2018; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

Section 2. Term

The term of this Agreement shall be from October 1, 2018 through September 30, 2022; which term may be renewed by mutual written agreement, signed by both parties, for one additional four-year period through September 30, 2026, unless terminated as provided for elsewhere in this Agreement.

Section 3. Scope of Services

A. The, Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.

B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.

C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.

D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.

E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable therefor.

Section 4. Charges

A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.

B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.

C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.

D. The fee schedule may be revised by mutual written consent, signed by both parties, and included as an addendum to this Agreement.

Section 5. Use of Product

A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.

B. Forward Pinellas has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.

C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.

D. Nothing contained in this Agreement shall prohibit either party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.

E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

Section 6. Accounting and Records

A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.

B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Section 7. Notice

Notice by either party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas
Attn: Whit Blanton, Executive Director
310 Court Street, 2nd Floor
Clearwater, FL 33756

Local Government: City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Section 8. Construction

This Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

Section 9. Termination

This Agreement may be terminated by either party at any time by giving the other party not less than thirty days' notice of such termination. In the event this termination provision is exercised by either party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

Section 10. Filing; Effective Date

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the parties, and shall take effect upon such filing.

Section 11. Successor Agency

In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any further written agreement between the parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates referenced below.

FORWARD PINELLAS

Attest:

By: Whit Blanton, FAICP
Executive Director

By: Vice Mayor Doreen Caudell
Chair

Date: 7-12-18

Approved as to form:

By: Chelsea Hardy
Assistant County Attorney

By: Mayor Cookie Kennedy
Treasurer

LOCAL GOVERNMENT

Attest:

By: Rebecca Haynes
City Clerk

By: Alan Johnson
Mayor

Date: 8/28/2018

EXHIBIT A

SCOPE OF SERVICES

I. Ongoing Planning Services

A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.

B. Ongoing planning services may include, but is not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

II. Mapping Services

A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.

B. Mapping services may include, but is not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.

C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

III. Special Planning Projects

A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.

B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, as determined to be consistent with the mission and role of Forward Pinellas.

EXHIBIT B

PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following hourly rates:

1.	Executive Director	$109.00/hour
2.	Supervising Planner	$72.00/hour
4.	Principal Planner	$62.00/hour
5.	Planner/Analyst	$48.00/hour
8.	Communications Specialist	$55.00/hour
9.	Administrative Support	$36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects

Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.

First Amendment to Interlocal Agreement for

Planning and Mapping Services and/or Special Project Work

This First Amendment to the Interlocal Agreement for Planning and Mapping Services and/or Special Project Work ("First Amendment") is made and entered into on this ____ day of _____ 2022 by and between Forward Pinellas, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization ("Forward Pinellas") and the CITY OF ST. PETE BEACH, a municipal corporation of the State of Florida ("Local Government") (collectively the "Parties").

WHEREAS, on August 28, 2018 the Parties entered into an interlocal agreement for planning and mapping services and/or special project work with a term that commenced on October 1, 2018 ("Agreement,"); and

WHEREAS, the Agreement is set to expire on September 30, 2022; and

WHEREAS, the Parties desire to extend the Agreement for an additional four-year term through September 30, 2026.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Pursuant to Section 2, Term, of the Agreement the term is extended to September 30, 2026.
3. All other provisions of the Agreement not expressly amended herein shall remain in effect and unaltered.
4. As required by Section 163.01(11), Florida Statutes, this Amendment shall be filed with the Clerk of Circuit Court of Pinellas County, Florida, after execution by the Parties and shall take effect upon such filing.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the last day and year written below:

[Signature Page to Follow]

Forward Pinellas

BY: _____
Whit Blanton, Executive Director

Date: _____

Attest: _____

Printed Name: _____

Title: _____

Date: _____

Local Government

BY: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
By: Jane M. Morris
Office of the County Attorney

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Authorize the City Manager to enter into an Agreement with Forward Pinellas for a Complete Streets Visioning Study in the Downtown Core and to expend funds in the amount of $65,000.

Date: August 9, 2022

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: In October 2021, the City of St. Pete Beach passed resolution 2021-25, which gave permission to City Staff to apply for the Forward Pinellas Complete Streets Grant Program. The proposed project is aimed to create a vision for complete streets and multimodal transportation options within the City's Downtown Core. The grant funding will assist the City to develop a Complete Street Concept Plan for the City's Downtown Redevelopment District. Currently, the roadway conditions in this area leave pedestrians and bicyclists feeling unsafe and unprotected from passing cars. The project will assess the feasibility of creating a connected complete streets network throughout the area, aimed at creating a safe, equitable, and easily accessible alternative mobility network for residents and visitors. The Visioning Study is focused on field assessments and community input to develop and identify future projects to be incorporated into the City's ongoing mobility improvements, which would help St. Pete Beach achieve its transportation goals as outlined in the Comprehensive and Strategic Plans. Forward Pinellas is providing grant assistance in the amount of $35,000. The City committed a match of $30,000, bringing the total budget for the project to $65,000. This project has funding budgeted and allocated under the City's Mobility Fund.

Funding: 611-6103-541-5650

Requested Motion: I move to authorize the City Manager to execute the Agreement with Forward Pinellas for a Complete Streets Visioning Study and to expend funds in the amount of $65,000.

Attachments:

1. Forward Pinellas Complete Streets Agreement

AGREEMENT FOR COMPLETE STREETS FUNDING
BETWEEN FORWARD PINELLAS AND PINELLAS COUNTY

THIS AGREEMENT ("AGREEMENT") is entered into the ___day of _____ 2022 between **FORWARD PINELLAS,** in its role as the Pinellas County Metropolitan Planning Organization and the City of St. Pete Beach ("CITY"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Forward Pinellas developed an incentive program to assist local governments in planning, designing and constructing "Complete Streets" projects that entail roadway redesign to provide better access, safety, and mobility for all users, with emphasis on projects that serve as an economic catalyst within corridors or activity centers; and

WHEREAS, during a countywide call for local governments to submit applications for funding for Complete Streets projects, the CITY submitted an application for the Whitney Road Complete Streets Concept Planning Study (PROJECT); and

WHEREAS, a Forward Pinellas subcommittee comprised of members of the Technical Coordinating Committee and the Planners Advisory Committee met to review each application and recommended funding this PROJECT; and

WHEREAS, the Technical Coordinating Committee, Bicycle and Pedestrian Advisory Committee, and Citizens Advisory Committee recommended that Forward Pinellas fund the PROJECT; and

WHEREAS, the Forward Pinellas Board adopted the recommendation to provide such funding for the PROJECT at its April 12, 2022 meeting; and

WHEREAS, the CITY has stated that it is qualified and able to develop this concept plan with the assistance of Forward Pinellas funding support.

NOW, THEREFORE, in consideration of the mutual performance of the covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

A. The CITY shall develop a Complete Streets Concept Plan for the PROJECT, the scope of which will include the outline and deliverables included in the CITY's Application for Concept Planning Grant, which is attached hereto and incorporated herein as Exhibit A, SCOPE OF SERVICES.

B. Funding provided by Forward Pinellas to the CITY shall not exceed thirty-five thousand dollars ($35,000), which will be paid to the CITY on a reimbursement basis as further outlined herein.

C. In accordance with the requirements of 2 CFR 200, Section 287.055 F.S., Federal Brooks Act 23 C.F.R. 172 and 23 U.S.C. 112, CITY will utilize Forward Pinellas procured consultants to fulfill the SCOPE OF SERVICES requirements as outlined herein.

D. Each party will assign a project manager to oversee the PROJECT.

2. TERM

The term shall commence upon CITY receiving a Notice to Proceed from the assigned Forward Pinellas project manager, which shall be given no later than thirty (30) days from the date this AGREEMENT is executed by both Parties, and shall terminate on June 30, 2023, or upon completion of the PROJECT, whichever occurs first, unless this AGREEMENT is earlier terminated as provided for herein. The CITY agrees to commence work in a timely manner after receiving the Notice to Proceed. This AGREEMENT may be extended and/or amended by mutual written agreement of the Parties; however, the CITY shall not be entitled to receive any funds under this Agreement or any subsequent amendment after June 30, 2023.

3. BILLING AND COMPENSATION

A. The CITY shall submit electronic invoices to the attention of the Forward Pinellas project manager. Invoices shall be submitted quarterly. All invoices must include a progress report showing the actual tasks performed, their relationship to the PROJECT, and the fee claimed. Invoices shall include a table showing the percentage completed by task and the total budget amount. Each invoice must include a transmittal letter signed by the CITY'S project manager stating that the submittal package is complete, and all pertinent calculations and details have been checked for accuracy and completion. Incomplete invoice submittals and invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CITY for correction.

B. Forward Pinellas shall have the right to monitor the CITY to ensure funding provided by this AGREEMENT is used for authorized purposes. Forward Pinellas may request additional information and evidence to support any and all invoices for fees claimed to be earned by the CITY before Forward Pinellas processes the invoices for payment. Reimbursement will be provided only for authorized costs that can be documented as directly related to the PROJECT, as determined by Forward Pinellas.

C. Should the CITY collect any third-party payments for eligible activities for which Forward Pinellas has reimbursed the CITY, the CITY shall reimburse Forward Pinellas the total amount collected by Forward Pinellas.

D. In consideration of the satisfactory performance of the provisions of this

AGREEMENT, Forward Pinellas shall compensate the CITY on a reimbursement basis an amount not to exceed thirty-five thousand dollars ($35,000). costs of the PROJECT above and beyond this amount are the sole responsibility of the CITY.

E. Upon Forward Pinellas approval of submitted invoices following its Internal Control Structure Policy Manual, Forward Pinellas shall make payments, as invoiced, to the CITY within thirty (30) days of approval.

F. Final billing and settlement shall be completed by both Parties within ninety (90) days upon completion of the PROJECT.

4. CONSULTANT

The CITY will use a planning consultant procured by Forward Pinellas to perform the SCOPE OF SERVICES for the PROJECT. The CITY must receive advance written approval for the use of a consultant that is not procured by Forward Pinellas for the PROJECT.

5. FUNDING CLAUSE

The source of funds available for the PROJECT may require approval by the Federal Highway Administration (FWHA), Federal Transit Administration (FTA), and/or Florida Department of Transportation (FDOT). Forward Pinellas will seek such required approval before submitting a Notice to Proceed to the CITY. In the event that FHWA, FTA and/or FDOT does not authorize the use of funds contemplated hereunder, this AGREEMENT shall automatically terminate and neither party shall be liable or have any obligation to perform hereunder. In addition, in the event funds are not appropriated by or on behalf of Forward Pinellas in any succeeding fiscal year for purposes described herein, this AGREEMENT shall automatically terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to Forward Pinellas.

6. RECORDS

The CITY will keep adequate records and supporting documentation applicable to this contractual matter including any deliverables related to the PROJECT. Said records and documentation will be retained by the CITY consistent with 49 C.F.R. Section 19.53 retention requirements or Chapter 119, F.S., whichever is longer. Forward Pinellas and its authorized agent shall have the right to review, inspect, and copy all such records and documentation as often as it deems necessary during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours.

7. NOTICE

All notices required to be given by law or under this AGREEMENT shall be in writing and sent to the following addresses, unless the Parties indicate otherwise in writing:

Forward Pinellas
Chelsea Favero
310 Court Street, 2nd Floor
Clearwater, Florida 33756
CFavero@forwardpinellas.org

City of St. Pete Beach
Michelle Gonzalez
155 Corey Avenue
St. Pete Beach, Florida 33706
mgonzalez@stpetebeach.org

8. TERMINATION

All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A, SCOPE OF SERVICES. Forward Pinellas' Executive Director shall decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the SCOPE OF SERVICES under this AGREEMENT.

a. Termination for Convenience Either party may terminate this AGREEMENT, in whole or in part, at any time upon thirty days' (30) written notice to the other party. The CITY shall be paid its costs, including AGREEMENT close-out costs, and profit on work performed up to the date of termination. The CITY shall promptly submit its invoice to Forward Pinellas for costs incurred up to the effective date of termination, provided CITY has not been previously reimbursed for such costs.

b. Termination for Cause If the CITY fails to perform in the manner called for in the AGREEMENT, Forward Pinellas may terminate this AGREEMENT for default. Termination shall be affected by serving a notice of termination on the CITY setting forth the manner in which the CITY is in default. The CITY will only be paid the AGREEMENT price for services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is later determined by Forward Pinellas that acts beyond the CITY'S control led to the breach or default, including but not limited to an Act of God, strike, fire, or flood, Forward Pinellas, after amending the AGREEMENT to set a new delivery of performance schedule, may allow the CITY to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure In the event of termination for breach or default, Forward Pinellas shall allow the CITY an opportunity to cure the defect within thirty (30) days of receiving the notice of default ("Notice"). The Notice will state the time period in which cure is permitted and any other appropriate conditions.

If the CITY fails to remedy the breach or default to the reasonable satisfaction of Forward Pinellas in accordance with the Notice, Forward Pinellas shall have the right to immediately terminate the AGREEMENT without any further obligation of either party. Any such termination for default shall not in any way operate to preclude Forward Pinellas from also pursuing all available remedies against the CITY for said breach or default.

d. Waiver of Remedies for any Breach In the event that Forward Pinellas elects to waive its remedies for any breach by CITY of any covenant, term or condition of this AGREEMENT, such waiver by Forward Pinellas shall not limit Forward Pinellas' remedies for any succeeding breach of that or any other term, covenant, or condition of this AGREEMENT.

9. FEDERAL CLAUSE REQUIREMENTS

To the extent applicable and permitted by law, the CITY shall abide by the following federally required clauses if any portion of the SCOPE OF SERVICES is performed by the CITY, and shall ensure that the following federally required clauses are included in each contract between the CITY and any consultant used by the CITY to perform the SCOPE OF SERVICES if such contract is financed (in whole or in part) with funds provided to the CITY by Forward Pinellas under this AGREEMENT:

a) Fly America Requirements
b) Civil Rights Requirements
c) Disadvantaged Business Enterprise (DBE)
d) Energy Conservation Requirements
e) Clean Water Requirements
f) Clean Air
g) Recycled Products
h) Lobbying
i) Program Fraud and False or Fraudulent Statements and Related Acts
j) Government-Wide Debarment and Suspension
k) Incorporation of Federal Transit Administration (FTA) Terms
l) Access to Records
m) Federal Changes
n) Patent and Rights in Data

a. Fly America Requirements - The consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed

international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

b. Civil Rights Requirements

i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332:

The consultant shall not discriminate on the basis of race, age, creed, disability, marital or family status, color, national origin, religion, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the CITY deems appropriate.

Each subcontract the consultant signs in regards to this AGREEMENT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The consultant agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), FHWA, or FDOT may issue. In addition to the above assurance, the consultant shall not discriminate on the basis of sexual orientation, in accordance with Pinellas County Code Chapter 70 as amended. In connection with this AGREEMENT, the consultant will complete and submit Exhibit B “Title VI/Nondiscrimination Policy Statement”, in accordance with its instructions.

ii. Equal Employment Opportunity -

(1). Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable

Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the AGREEMENT. The consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA, or FDOT may issue.

(2). Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 through 634 and Federal transit law at 49 U.S.C. 5332, the consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(3). Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(4). Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the consultant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. 2000d-1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 *Fed. Reg*. 6733 *et seq*., January 22, 2001. The MPO’s LEP Plan is available on the Forward Pinellas website.

(5). Environmental Justice – The consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(6). Other Nondiscrimination Laws – The consultant agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent

the Federal Government determines otherwise in writing. The consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

c. **Disadvantaged Business Enterprise** – This AGREEMENT is subject to the requirements of Title 49, C.F.R. Part 26, *Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs.* The MPO's overall goal for DBE participation is applicable to this AGREEMENT. This requirement reflects the availability of willing and able DBEs who are registered with the State of Florida who would be expected to participate in MPO and consultant contracts absent the effects of discrimination.

The consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the consultant to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate.

The consultant is required to pay its subcontractors performing work related to this AGREEMENT for satisfactory performance of that work no later than thirty (30) days after the consultant's receipt of payment for that work from the CITY. In addition, the consultant may not hold retainage from its subcontractors

The consultant must promptly notify the CITY whenever a DBE performing work related to this AGREEMENT is terminated or fails to complete its work, and must make good faith efforts to engage another DBE to perform at least the same amount of work. The consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY and Forward Pinellas.

Information on Forward Pinellas' DBE Program requirements is available on the Forward Pinellas website.

More information on the State of Florida DBE Program, including an application and available DBE bidders list may be found at:
https://www.fdot.gov/equalopportunity/dbecertification.shtm

d. **Energy Conservation** – The consultant agrees, to the extent applicable, to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

e. **Clean Water** – The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 et seq. The consultant agrees to report each violation to the CITY and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The consultant also agrees to include these requirements in each subcontract exceeding $35,000 financed in whole or in part with Federal assistance provided by FTA.

f. Clean Air – The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The consultant agrees to report each violation to the CITY and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The consultant also agrees to include these requirements in each subcontract exceeding $35,000 financed in whole or in part with Federal assistance provided by FTA.

g. Recycled Products – Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

h. Lobbying –Clause and specific language mandated by 49 C.F.R. Part 19.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." No Federal appropriated funds have been paid or will be paid for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award shall be disclosed.

If any funds other than Federal appropriated funds have been paid by the consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the consultant will complete and submit Exhibit C Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The consultant shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly, pursuant to Exhibit F (Certification Regarding Lobbying).

i. **Program Fraud and False or Fraudulent Statements and Related Acts** - The consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying AGREEMENT, the consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this AGREEMENT is being performed. In addition to other penalties that may be applicable, the consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the consultant to the extent the Federal Government deems appropriate.

The consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the consultant, to the extent the Federal Government deems appropriate.

The consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

j. **Government-Wide Debarment and Suspension** - This AGREEMENT is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the consultant is required to verify that none of the consultant, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The consultant is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this AGREEMENT, the consultant certifies as follows:
The consultant agrees to comply, and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT

regulations, "Governmentwide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The consultant agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at http://epls.arnet.gov/ before entering into any contracts.

The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined that the consultant knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The consultant agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and will review the "Excluded Parties Listing System" at the following Internet address: https://sam.gov/content/exclusions before entering into any third party or subagreement.

k. Incorporation of Federal Transit Administration (FTA) Terms – The provisions of this AGREEMENT include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the AGREEMENT provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The consultant shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

l. Access to Records - Upon request, the consultant agrees to permit the CITY, the Secretary of Transportation; Forward Pinellas; the Comptroller General of the United States; and, if appropriate, their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the consultant and third-party contractors pertaining to the AGREEMENT as required by 49 U.S.C. 5325(g).

m. Federal Changes – The consultant shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (which maybe accessed at this web address: https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements as they may be amended or promulgated from time to time during the term of this AGREEMENT. The consultant's failure to so comply shall constitute a material breach of this AGREEMENT.

n. Patent and Rights Data-

i. Rights in Data – The following requirements apply to each agreement involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the AGREEMENT. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design- type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to AGREEMENT administration.

The following restrictions apply to all subject data first produced in the performance of the AGREEMENT:

a. Except for its own internal use, the consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any agreement with an academic institution.

b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that agreement, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the consultant using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the consultant performing experimental, developmental, or research work required by the AGREEMENT agrees to permit FTA to make available to the public, either FTA's license in the

copyright to any subject data developed in the course of that AGREEMENT, or a copy of the subject data first produced under the AGREEMENT for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the AGREEMENT is not completed for any reason whatsoever, all data developed under the AGREEMENT shall become subject data as defined in subsection
(a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the AGREEMENT. The consultant shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
f. Data developed by the consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the AGREEMENT is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the consultant identifies that data in writing at the time of delivery of the work.

g. Unless FTA determines otherwise, the consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the consultant agrees to take the

necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ii. Patent Rights – The following requirements apply to each agreement involving experimental, developmental, or research work:

a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the AGREEMENT, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the consultant agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
c. The consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

10. <u>INDEMNIFICATION</u>

Subject to Section 768.28, Florida Statutes, each party shall be liable for its own negligence under this AGREEMENT. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this AGREEMENT or contracts related thereto.

11. <u>No Obligation by the Federal Government to Third Parties</u> – Forward Pinellas and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this

AGREEMENT and shall not be subject to any obligations or liabilities to Forward Pinellas, CITY, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA or Forward Pinellas. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. **Breaches and Dispute Resolution** – All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A. Forward Pinellas' Executive Director shall decide all initial questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the SCOPE OF SERVICES or in relation to the PROJECT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CITY mails or otherwise furnishes a written appeal to the Forward Pinellas Executive Director.

    i. Appeals – After properly submitting an appeal in accordance with the provisions herein, the CITY shall be afforded an opportunity to be heard by the Executive Director and to offer evidence in support of its position. The Executive Director has the authority to make a final decision on the appeal. A final decision by the Executive Director may be appealed as provided by law.

    ii. Performance During Dispute - Unless otherwise directed by Forward Pinellas, the CITY shall continue performance under this AGREEMENT while matters in dispute are being resolved.

    iii. Claims for Damages - Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

    iv. Rights and Remedies - The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or elsewhere in this AGREEMENT to either party, including but not limited to the default and termination provisions herein. No action or failure to act by Forward Pinellas or CITY shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed by the parties in writing.

13. SEVERABILITY
If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

14. WAIVER
Waiver of one or more covenants or conditions of this AGREEMENT by Forward Pinellas shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Forward Pinellas to or of any act by the CITY requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the CITY.

15. ENTIRE AGREEMENT
This AGREEMENT represents the entire written agreement between the parties and supersedes all prior communications and proposals, whether electronic, oral, or written between the parties with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both Forward Pinellas and the CITY.

16. GOVERNING LAW AND VENUE
The laws of the federal government and the State of Florida shall govern this AGREEMENT, and venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

PINELLAS PLANNING COUNCIL AND PINELLAS METROPOLITAN PLANNING ORGANIZATION

Forward Pinellas

By: _____
Whit Blanton, FAICP
Executive Director

By: _____
Chair

Date: _____

CITY OF ST. PETE BEACH

_____

APPROVED AS TO FORM
By: *Anne M. Morris*
Office of the County Attorney

Exhibit A. Scope of Services

Begins on following page.

St. Pete Beach
The Sunset Capital of Florida

St. Pete Beach Downtown Redevelopment District:

Envisioning a Complete Streets Network

Forward Pinellas
Complete Streets 2022

Concept Planning
Project Application

City of St. Pete Beach Background / Problem Statement

The City of St. Pete Beach - incorporated in 1957 - is a small coastal community on the Gulf of Mexico known for its outstanding beaches and strong tourism trade. The City's beaches, hotels, and historic character attract visitors and residents from all over the world. With a population of approximately 10,000 fulltime residents and over 40,000 seasonally in only 2.2 square miles, the need for complete streets and high-quality alternative modes of transportation has never been more important.

Current trends show that the resident population is becoming more permanent and less seasonal, which requires a different approach to the design of the public realm. Except for new residential construction, most of the large resort and commercial areas consist of older structures that fail to comply with current building and safety codes, flood management regulations, and environmental regulations, in addition to lacking modern open space and design elements. While these private sector deficiencies are being addressed when businesses apply for redevelopment, there is a pressing need to improve the function of public facilities as well. The quality, quantity, and continuity of local street, sidewalks, bike lanes, lighting, and off-street parking all need to be addressed to ensure the future safety, equity, and environmental sustainability for city residents and visitors alike.

St. Pete Beach has experienced very little meaningful investment or reinvestment in its core resort and commercial areas for the past 30 years. The lack of reinvestment can primarily be attributed to outdated regulatory schemes and development patterns that no longer support the needs of residents or visitors, and furthermore, were not environmentally sustainable. With updates to these regulations and other aging infrastructure throughout the city, interest in development has begun to grow. While the City is excited by the prospect of redeveloping decaying and vacant lots, St. Pete Beach knows that it is of the utmost importance that we also improve the quality of the transportation infrastructure so that it can support such developments.

In the City's Downtown Redevelopment District, many of the streets are narrow, with poorly maintained sidewalks; virtually no landscaping; substandard lighting; inadequate, substandard, or non-existent bike lanes; insufficient pedestrian crosswalks; and too many curb cuts which create pedestrian hazards. These conditions leave the pedestrian and bicyclist feeling unsafe and unprotected from passing cars. The character of many streets throughout the City, in terms of both safety and aesthetics, is not only a deterrent to reinvestment, but lack almost all the amenities and improvements of a quality livable community. Recognizing these deficiencies and hoping to bring the City's transportation infrastructure into the twenty-first century, St. Pete Beach is dedicated to remedying the issues that make it unfriendly to multimodal travel.

Pictured Above—Corey Avenue Sunday Market

City of St. Pete Beach's Dedication to Complete Streets Solutions

In 2012, the City of St. Pete Beach underwent an update to the City's Comprehensive Plan to reevaluate the City's planning policies and development patterns. The aim was to create new policies that will guide the future development of the City in a manner that supports the needs of residents/visitors and transforms St. Pete Beach to an environmentally sustainable community.

During the updates to the Plan, the City held several citizen input sessions to understand what is most important to residents and business owners. The results of the citizen input sessions determined that there is a strong desire by both residents and multi-generational local hotel and motel owners to preserve the heritage of the City as a tourist destination because it is a pillar of the local economy and it offers the residents a diversity of services and amenities. Citizens also expressed a need and desire to create a more environmentally friendly and sustainable community, that will improve the quality of life by requiring the City to establish goals and objectives promoting Green practices and strategies for redevelopment.

More recently, as a part of the updates to the off-street parking requirements, the City did a resident survey which found that over 60% of residents are very likely or somewhat likely to use non-motorized travel if it was safer and more accessible. During both the Comprehensive Plan updates and the more recent survey, one of the main views expressed was the desire to rebuild the City into a "walkable" community that provides safe and comfortable pedestrian, bicycle, and other environmentally friendly modes of mobility that will reduce greenhouse gas emissions, improve air quality, encourage outdoor fitness initiatives, and reduce traffic congestion in St. Pete Beach.

This feedback played a crucial role in the Comprehensive Plan update and significant changes were incorporated in updates to the Future Land Use, Transportation, and Capital Improvement elements of the Plan. These elements were updated to include policies that focus on transforming our roadways to multi-modal use corridors and aided in identifying key Community Redevelopment Districts and Complete Street Roadway projects that will encourage and connect residents and visitors to use alternative mobility options that are safe, comfortable and provide continuous pedestrian and bicycle pathways linked to the downtown areas, recreational facilities, activity and entertainment centers and the beach.

During the development of our Strategic Plan 2030, the city identified the lack of pedestrian connectivity as a key weakness and had made a dedication to improve pedestrian and cyclist facilities as a part of both the short and long range visions. The City understands that urban revitalization efforts need to consider transportation, land uses, and all surrounding networks to create the best environment that is most beneficial to the community. By investing in complete streets improvements that link and support the City's Community Redevelopment Districts, the City hopes to improve the local economy, restore historic buildings and structures, and create vibrant streetscapes for all to enjoy.

Downtown Redevelopment District
Complete Streets Network Project

The City of St. Pete Beach is seeking funding assistance through the Forward Pinellas Complete Streets Program to develop a Complete Street Concept Plan Study for the TC-1, TC-2 and CC-1 zoning districts **[Exhibit A]**, which comprise the majority[1] of the City's Downtown Redevelopment District **[Exhibit B]**. This project will assess the feasibility of creating a connected complete streets network throughout the area which will create a safe, equitable, and easily accessible alternative mobility network for residents and visitors. The specific streets being considered are as follows:

- 77th Ave (from Blind Pass Rd to Boca Ciega Rd)
- 76th Ave (from end to end)
- 75th Ave (from end to the Corey Causeway)
- Corey Ave (from end to end)
- 73rd Ave (from Sunset Way to Blind Pass Rd)
- Coquina Way (from 76th ave to 73rd ave)
- Blind Pass Rd (from 77th Ave to Corey Ave)
- Mangrove Ave (from 75th Ave to Corey Ave)
- Bay St (Up to Corey Ave)

Currently, the roadway conditions leave pedestrians and bicyclists feeling unsafe and unprotected from passing cars. The bicycle facilities in the area are located only on major vehicular corridors and striped at the minimum standards for bike lanes. In addition, many street intersections throughout the area are missing proper crosswalk markings needed for adequate pedestrian safety. The roadways also lack proper pedestrian amenities such as lighting, landscaping, and, in some cases, ADA accessibility. Additionally, sidewalks are inconsistent widths or missing all together in some areas, thus lacking connectivity and creating an obstacle for pedestrians. While many of the streets are missing almost all the amenities of a quality livable street, this district also has the potential to be an ideal corridor to support safe bicycle and pedestrian mobility and can connect residents, visitors, and tourist to the City's major activity centers.

There are two main Redevelopment Districts identified in the St. Pete Beach Comprehensive Plan: the Downtown Redevelopment District and the Gulf Boulevard Redevelopment District. In these districts, having a complete streets network throughout the area has the potential to act as a safe and comfortable alternate route for pedestrians and cyclists traveling between both commercial areas without having to use Gulf Boulevard, the City's busy main arterial road. Additionally, a complete streets network in the Downtown Redevelopment District could act as a link between the East and West ends of Corey Avenue which are both on the verge of experiencing significant redevelopment. In addition, there are many public facilities located in the downtown core, such as the Community Center, Public Library, and City Hall. The Community Center offers residents and visitors a wide variety of aquatic and recreational programs catered toward young children, adults, and seniors. Furthermore, the area will also provide connectivity to major planned attractions that are still in development, such as the Beach Walk which will run from Upham Beach to

County Park Beach. Various restaurants, shops, educational, religious and community facilities along Corey Avenue and Gulf Boulevard will also benefit from the connectivity provided by a complete streets network.

The City of St. Pete Beach believes a complete streets network throughout the Downtown Redevelopment District has the potential to bring about transformative change and desires to redesign the corridor and create a "walkable" streetscape that is supportive of alternate modes of mobility. The primary goals of this project are:

- Achieve balanced and increased accessibility and connectivity within the corridor and surroundings area land use for all users
- Improve safety and reduce the number of accidents throughout the area
- Create a competitive advantage for existing businesses and support future growth
- Promote active living by providing access and interconnectivity throughout the City
- Invest in equitable transportation projects as a catalyst for encouraging economic revitalization and reinvestment surrounding the corridor
- Enhance safety, comfort, and functionality of the corridor for all users, especially pedestrians, bicyclists, and transit riders
- Improve multimodal connectivity between the City's two main commercial districts
- Provide transit and non-motorized access to those who cannot or choose not to drive, such as those who are socially, economically or physically disadvantaged

The intent of the City of St. Pete Beach's Complete Streets application is to promote transportation improvements that serve as a catalyst for transformative changes within and connected to the Downtown Redevelopment District Complete Streets Network Project. The Project will include a community-based planning process to reimagine mobility and accessibility throughout the Project corridor. This The estimated cost of the Concept Planning Study is $100,000. The City of St. Pete Beach is requesting $70,000 in grant support and is providing a $30,000 local match.

Forward Pinellas Complete Streets Concept Planning Project

Application Questions

1. Describe in detail the existing conditions of the project location, including the following, as applicable:

a. Sidewalks along the corridor (e.g., gaps exist on both sides of the corridor, 100% coverage on both sides of the corridor, sidewalks along one side of corridor, etc.);

Sidewalks found throughout the district are inconsistent in their widths, continuity, and ADA compliance (many without ramps and/or tactile markings). Some improvements have been made along Corey Ave and Blind Pass Rd **[Exhibit C]**, but overall the sidewalk facilities in the area lack sufficient amenities to make them truly pedestrian friendly. There are various segments where the sidewalk is interrupted and where curb cuts **[Exhibit D]** and other informal parking arrangements create pedestrian obstructions and safety issues. The sidewalk network generally does not meet ADA standards, **[Exhibit E]** as it lacks curb ramps and tactile markings. High visibility crosswalk markings are also missing at many intersections along the corridor **[Exhibit F]**.

b. Bicycle facilities along the corridor (e.g., bike lanes, adjacent multiuse trail, etc.);

Bicycle facilities are currently located along Blind Pass Rd and Gulf Blvd, both running north to south. There are limited bicycle facilities on 75th Avenue, making use of "sharrow" **[Exhibit G]** markings at one of the most highly trafficked intersections in the city. The bike lanes that do exist generally only meet the minimum required standards and do not provide a sufficient buffer from passing vehicles.

There are some planned improvements in the residential areas along Boca Ciega Dr, Gulf Winds Dr, and along Sunset Way and Beach Plaza. The improvements along Sunset Way and Beach Plaza will help connect pedestrians to Upham Beach and the planned "Beach Walk" shared use path, which will run from Upham Beach to County Park. This study will focus on what is needed to create a continuous network of both sidewalks and bike lanes to ensure that pedestrians and cyclists have full access to reviving commercial areas.

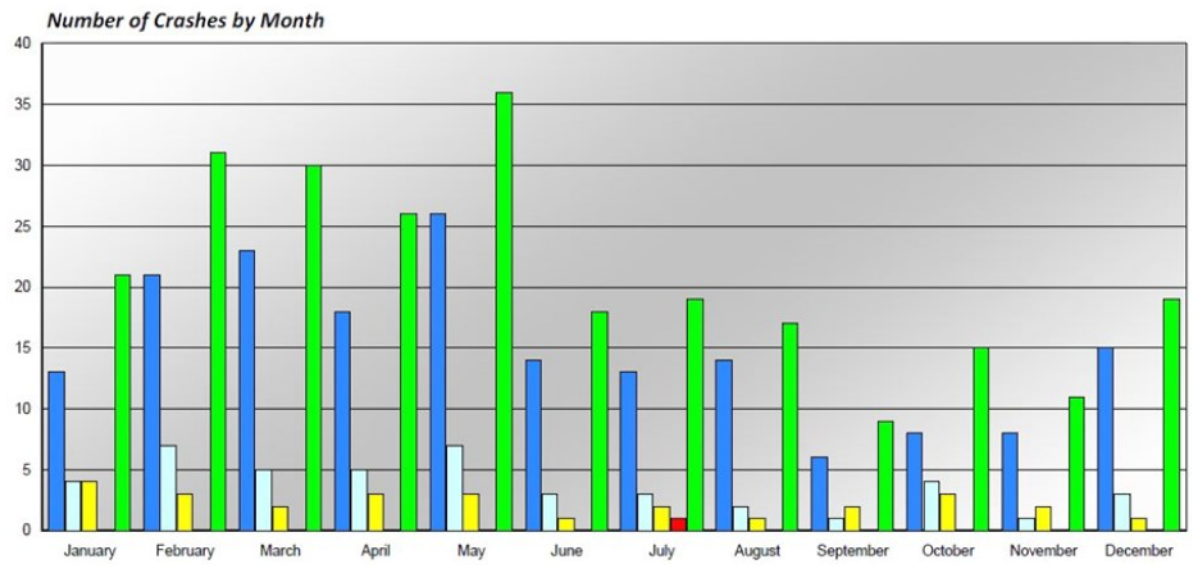
The city is already in the process of planning and implementing some multimodal improvements in or near the Downtown Core area. Those improvements are as follows:

- Boca Ciega Dr (North of 75th) – Constructing a shared use path for pedestrians and cyclists, add an enhanced landscape buffer with shade trees, and improve traffic calming measures.
- Boca Ciega Dr and Gulf Winds Dr (South of 73rd) – Expanding existing sidewalks from 4ft to 6ft and fill gaps where needed, adding bike lanes and narrowing vehicular travel lanes to 10 ft to calm traffic, and adding an enhanced landscape buffer with shade trees.
- 75th Ave, Sunset Way, West End of Corey Ave, and Beach Plaza (Sunset Way Complete Streets Project Phases 1-3) – Create a pedestrian connection from Upham beach to the commercial district on Sunset Way, expanding the existing sidewalk and filling gaps, as well as adding bike lanes and landscape buffers where possible.

c. Documented safety concerns along the corridor (e.g. high crash rate, high number of crashes involving vulnerable users, etc.).

2016_2021 St Pete Beach Area Crashes — *CDMS - Crash Data Management System*

Records Date Range:	Crashes	Fatalities	Injuries	Peds	Bike	Motorcycle	Angles	Head On	Intoxication	Speeding	Run Control	Vul. Users	Agr. Driving	Lane Depart	At Int.
01/01/2016 to 09/27/2021	252	1	28	5	8	11	53	1	19	0	25	23	101	77	83



(Above) Excerpt from Crash Data Provided by Forward Pinellas specific to Project Area.

One of the primary reasons the City has identified this district as in need of complete streets is the volume of serious cyclist and pedestrian crashes. The map above is a part of our Multimodal plan and highlights the crashes on 75th Ave, Gulf Blvd, and Blind Pass Rd **[Exhibit H]**. These are the primary corridors in the district, both for pedestrian and vehicular traffic. Ensuring that these roadways have quality amenities in place, in addition to providing other routs off the main roadways is key to reducing the number of cyclist and pedestrian involved crashes.

Forward Pinellas provided the City specific crash data within the study area ranging from 2016-2021 **[Exhibit N** for full report**]**. Over the 5 years, there were a total of 252 crashes - 13 involved pedestrians or cyclists, 29 involved injuries or fatalities, and 83 of which were at intersections. There is a significant increase in number of crashes from February to May, which is consistent with our high season for tourists and seasonal residents.

This data points to some serious concerns for pedestrians seeking to safely cross at heavily trafficked intersections. Identifying where the City needs to make improvements to our roadway infrastructure and what amenities we can install to ensure pedestrian safety is paramount to create a highly functional network of complete streets in our Downtown Redevelopment District. Such a network could be used to reduce both pedestrian/cyclist crashes and vehicular crashes by reducing the vehicular travel on congested roadways and providing alternate multimodal routes to get to key destinations.

d. Existing and proposed transit service along the corridor, including frequency of service; [Exhibit I]

Currently, there are three main transit routes that run through the proposed study area. These routes are the Suncoast Trolley, which operates Monday through Sunday with 20-minute headways, the Central Avenue Trolley, which operates Monday to Sunday with 20-minute headways, and Route 90 Commuter Service, which operates during peak hour periods from 7:00 am to 9:30 am and 4:00 pm to 6:00 pm.

In addition, the SunRunner Bus Rapid Transit (BRT) Service is planned to begin operating in 2022 and will run along 75th Avenue down to Gulf Boulevard to the County Beach Access Park. The proposed BRT service will operate every 15 minutes from 6 am to midnight providing transit riders a quick connection between St. Pete Beach and Downtown St. Petersburg. The project is projected to attract more than 4,500 riders per day. The SunRunner will have a stop within the commercial district, we are seeking to apply for concept planning funding at 75th Avenue and Boca Ciega Drive.

Finally, the City of St. Pete Beach offers Freebee, a free door-to-door micro-transit service, anywhere from 75th Avenue south to Pass-a-Grille. Freebee fills in the gaps in the transit services provided through PSTA and ensures that any visitors coming to the island without a vehicle can get to where they need to go. The service operates Monday to Sunday from 6 am to Midnight. The city is seeking to expand the service next year to cover the whole island further connecting the city's residents and visitors through a fun and easy to use micro-transit service.

This visioning study aims to ensure that there is a safe, convenient, and equitably accessible complete streets network throughout the Downtown Core area and to enhance pedestrian and bicycle connectivity to serve first and last mile connectivity for transit users within the city's major activity centers.

e. Access/connections to Activity Center(s) or Multimodal Corridor(s), as designated on the PPC Transit Oriented Land Use Vision Map [Exhibit J]

The Transit-Oriented Land Use Vision Map located within the Countywide Plan for Pinellas County (Countywide Plan) identifies those areas of the County most able to accommodate higher densities and intensities in coordination with transit service and other multimodal transportation, including Activity Centers and Multimodal Corridors. On this map, 75th Avenue and Gulf Boulevard are highlighted in red, as Primary Transit Corridor. This Primary Transit Corridor is in the center of the study area. Improving pedestrian and bicyclist mobility within the city's Downtown core (TC-1, TC-2, CC-1 zoning districts) will help support better access to transit and assist with addressing first and last mile issues by providing a safer and more comfortable route that connects the City's permanent and seasonal residents to transit stops and activity centers on 75th Avenue, Gulf Boulevard, and Corey Avenue. Additionally, All of Gulf Blvd and Blind Pass Rd are identified as Supporting Corridors.

The Transit-Oriented Land Use Vision Map also depicts the City of St. Pete Beach as a Special Activity Center within the region. The City's major activity centers are the Corey Avenue District and the Gulf Boulevard Commercial Area. Having a complete streets network in the downtown core area would provide a safer direct route for pedestrians and bicyclists that supports connectivity between both major activity centers within the City.

f. Is the project within an adopted Community Redevelopment Area (CRA)?

While this area is not in a designated CRA, it is a designated redevelopment district as established by the City in 2010. The Corey Avenue Shopping District was considered for a CRA in 2013, but it was never officially adopted. The priorities established in the preliminary CRA study were incorporated into the Corey Avenue District revitalization plan **[Exhibit K]** the City established in 2015. The study area lies in the center of the two redevelopment districts – The Downtown Redevelopment District **[Exhibit B]** and the Gulf Boulevard Redevelopment District. The focus of the redevelopment plan is to guide development in both the public and private realms toward an enhanced, more pedestrian-friendly downtown and commercial environment. The vision and goal for redevelopment districts is to meet the needs of residents and further the ideal of quality communities, as a function of living, working, and recreation opportunities. The design and functionality of the Downtown Core will have a renewed focus on livable community strategies that focus more on people and less on motor vehicles with community improvements and site design that values connectivity; safe and attractive gathering places; functional and attractive design; and alternative mobility options. In these plans, heavy emphasis has been placed on supporting pedestrian travel in and around the area. One of the primary goals outlined in the Comprehensive Plan for the Downtown Redevelopment District is to "ensure a pedestrian-friendly, comfortable and safe environment as well as minimize pedestrian-vehicular conflict."

g. Describe how this project fits into an economic development or redevelopment strategy or plan, if applicable.

As stated in our introduction, this project is heavily supported by both the Comprehensive Plan and Strategic Plan 2030. In the comprehensive plan The Downtown Redevelopment District was established to help revitalize the ageing area into a commercial hub for all residents and visitors. It is specifically stated in the Plan that the goal for the District is to create a pedestrian friendly environment, reduce curb cuts along Corey Ave and 75th Ave, and increase landscape buffering of parking facilities to improve aesthetics.

The Downtown Redevelopment District has historically been a major trip attractor within the City of St. Pete Beach that draws residents and visitors to the area to engage in retail, dining, recreational, and civic activities. This zone is unique in the City not only because it connects many residences to one of the City's major activity centers, but with enhanced connectivity it will link the community to the Gulf Boulevard Commercial Redevelopment District and other major activity centers. The needed Complete Streets improvements will link people to many parks, beaches, recreation opportunities, religious and civic centers. Within the TC-1, TC-2 and CC-1 districts you will find City Hall, Downtown Corey Avenue, St. Pete Beach Recreation Center, many pocket parks, waterfront access, St. Pete Beach Library, Corey Avenue Sunday Market, hotels, restaurants, shopping, and much more. We want to use this project to show future developers that the City is invested in making this area pedestrian and cyclist friendly and encouraging further economic growth.

In addition to the development that already attracts people to the area, there are many proposed development projects that would significantly increase the amount of traffic on Corey Avenue and the surrounding streets. A large multi-family mixed-use development is being planned for the East End of Corey Ave, which will include over 240 residential units as well as restaurants, shops, and other attractions on the ground level. Another multi-family apartment building, which will include work -force affordable units, is being considered for development along 75th Ave. Additionally, projects are being planned for the West End of Corey and Sunset Way which would create a completely pedestrian shopping and dining area. Ensuring that a complete multimodal network is in place in the downtown core districts will become crucially important as the amount of pedestrian traffic increases due to these and other redevelopments. The addition of the Beach Walk shared use path will also drive pedestrian and cyclist traffic to the coast, making multimodal improvements along the surrounding streets heavily utilized, as they will be used to access this amenity.

h. Does the project corridor have street lighting? Will the project add/enhance street lighting along the corridor?

One of the goals for this study is to identify where pedestrian scaled lighting could be installed to create a pedestrian and cyclist friendly night life experience. Currently, street lighting is only consistent along Corey Avenue (from Gulf Blvd to Mangrove St), Gulf Blvd and Blind Pass Road. Installing lighting throughout the downtown area will help travelers feel safe using alternate routes which may be safer and more guarded from vehicular traffic.

2. Provide a cost estimate and documentation of the local match being provided by the applicant.

The estimated cost of the Concept Planning Study is $100,000. The City of St. Pete Beach is requesting $70,000 in program support and is providing a $30,000 local match. The City Manager and City Commission both fully support efforts to create a more walkable, bikeable city as it aligns with our Comprehensive and Multimodal plans. On October 26, 2021 a resolution was passed unanimously by the City Commission in support of this grant application and visioning study. Additionally, the City received letters of support from local business owners and the area Chamber of Commerce.

3. Describe how the project will serve multiple travel modes, including walking, bicycling and transit use.

A key objective of this project is the increased safety of all people traveling to, from, and between the Downtown Redevelopment District, which includes the Corey Avenue Shopping District, and the Gulf Boulevard Redevelopment District, especially the most vulnerable people such as children, elderly, and people with disabilities. The project aims to increase the number of people who feel comfortable enough to walk, bike, and ride transit for everyday needs.

The Downtown Redevelopment District Complete Streets Project will substantially enhance the ability to arrive at a destination by a variety of modes. There are a wide variety of daily destinations for living, working, shopping, dining, exercise, socializing and healthcare within walking distance of the Downtown Core. With increased interest in the redevelopment of the remaining underutilized and vacant properties, creating streets that support a variety of travel methods is vital. We aim to redevelop a downtown core that caters to our community and not cars.

With all of the trip attractors concentrated in a small geographic area, a complete sidewalk network and better separation of the pedestrian realm from vehicular travel lanes would improve pedestrian safety and comfort. The project also aims to improve ADA accessibility; add high visibility crosswalk markings; add pedestrian countdown timers at signalized intersections; add and improve pedestrian scaled lighting; reduce conflicts at driveways/curb cuts, add bike lanes and sharrow markings wherever possible, and add landscaping with canopy trees that provide shade and comfort for pedestrians. Enhanced sidewalks and crossings would make safer walking environments for roadway users of all ages and ability. The project will also seek to reduce travel lane widths to encourage slower vehicular traffic, add curb extensions, and possibly roundabouts in suitable locations to create shorter crossing distances to better accommodate non-motorized travel. Vehicle-to-vehicle conflict points in a roundabout configuration reduces the potential for severe injuries and fatalities, as compared to conventional intersections.
Bicycle parking opportunities are identified in the Corey Avenue District Master Plan and would encourage biking to local destinations. (→)

3. Continued

Additionally, better integration of transportation facilities for all modes of travel, because of complete street improvements, would aid overall mobility within the Project area and the surrounding roadway network. Complete pedestrian and bicycle facilities and a safe means of intersection crossing would make the area more appealing for non- motorized travel. Also, the addition of bicycle lanes would help take bikes off sidewalks, further improving pedestrian safety.

Lastly, improving mobility for all roadway users will further support the goals of PSTA's SunRunner project and the City's micro-transit service provided by Freebee. The SunRunner has a stop within the Downtown Core at 75th and Boca Ciega Drive and the city recently expanded its Freebee service area to incorporate the Downtown Core. By improving safety and connectivity for pedestrians and cyclists, it further helps to encourage transit trips by removing many barriers transit users encounter getting to and from their destination.

4. Describe the local planning requirements that make the area surrounding the project corridor supportive of multimodal transportation improvements. For example, does the local land use plan encourage mixed use development? Does the local land development code require buildings to be located adjacent to the ROW line or enable reduced surface parking? Does the local plan facilitate connectivity of local road, bicycle and/or pedestrian networks? Please refer to the Planning and Urban Design Principles in the Forward Pinellas Countywide Plan for more examples of desired local planning requirements.

The Downtown Redevelopment District Complete Streets Network Project includes the northern Downtown Core of the district. Future studies are planned for the remainder of the district in addition to the Gulf Blvd Redevelopment District. The Downtown Redevelopment District is established in the Comprehensive Plan, which outlines city wide goals to improve pedestrian and cyclist transportation options. The objective of this District emphasizes pedestrian mobility over vehicular mobility and is designed to recreate a more traditional main street core gathering area by encouraging revitalization that will provide quality neighborhood, government, and commercial services in the City's traditional historic shopping district by creating a live, work, play main street. Specifically, the Comprehensive Plan outlines objectives for the TC-1 and TC-2 districts as "to encourage revitalization and redevelopment where the focus is on safe and comfortable pedestrian mobility and a "sense of place" or a "sense of community" where residents come together to live, play, work and share recreational activities." For a full description of the goals for the Downtown Redevelopment District, click HERE.

Other major planning requirements that support multimodal transportation are as follows:

- Detached residential uses in the TC-1, TC-2, and CC-1 Districts are prohibited except for residential development in the CC-1 District not located on the main commercial corridor. TC-1 and TC-2 require a mix of uses to support residential development, and CC-1 supports a residential density bonus for projects that consolidate Blind Pass Rd-facing properties and develop a mixed-use project. All three districts also provide height bonuses for mixed-use development.
- All development and redevelopment projects along Blind Pass Rd, Gulf Blvd, and within the TC-1 area of the project corridor require the installation of a ten-foot sidewalk where viable.
- All three districts provide substantially reduced front setbacks compared to other commercial areas of the City outside of downtown, and projects in TC-1 and TC-2 have required build-to lines at the front of the property. For large developments, parking must be recessed from the frontage. Street-facing parking in multifamily projects cannot face toward Blind Pass Rd, 75th Ave, and Gulf Blvd.
- Outside of the major commercial corridors, all redeveloped property frontages must contain pedestrian amenities such as benches, secured bicycle storage, rain canopies, or similar. (→)

4. Continued

- In support of building location best practices, commercial properties in the commercial corridor are required to occupy minimum percentages of primary corridor frontages. All retail projects must provide for bicycle racks, and additional art and public amenities are listed as one of the City's nine public benefits for the allocation of additional residential density to projects in the commercial corridor.
- To reduce the amount of required on-site parking in the commercial corridor, the City allows for a fee in lieu to be used for construction, maintenance, or operation of on- or -off street municipal parking facilities upon approval of the City Commission. Additionally, the City is in the process to update the off-street parking requirements to create more flexibility in parking options and expand the uses of fees collected in lieu of providing parking.

5. It is expected that these projects will move forward for implementation/construction. Provide a project schedule to highlight the anticipated timeline for completion of the concept planning project. Please include a proposed timeline for the design and ultimate implementation/ construction of the project.

Since the Downtown Redevelopment District Visioning Study is focused on creating concept plans for various streets surrounding the Corey Avenue Shopping District, we plan to incorporate the recommendations of the study in phases depending on the nature of work needed for each street. The City intends to program these projects within the City's 5 year Capital Improvement Program. We would anticipate that as we move forward to implement the improvements the schedule would require 3 to 6 months for design and 8 to 12 months of construction depending on scope of each phase.

6. What percentage of parcels along the corridor are vacant?

This map **[Exhibit L]** shows vacant parcels and buildings throughout the north end of the St. Pete Beach Redevelopment District. As you can see, there are many vacant and underutilized properties in our Downtown Core. These properties create the appearance of blighted conditions, even though they are located in one of the main commercial shopping districts in the City. Additionally, many of the vacant properties are concentrated along 75th Avenue, one of the major roadways visitors and residents use to access the City. Some interest in redevelopment has been proposed in and around the area, including commercial and residential additions at the East and West ends of Corey Avenue, a multifamily residential project along 75th Avenue, and the renovation of an abandoned grocery store on Blind Pass, but none of these projects are currently in the construction phases. Overall, we estimate that 8-12% of the buildings/ lots in the district are vacant. Out of approximately 260 parcels in the area, there are 12 vacant or abandoned buildings that the City is aware of, and at least 7 undeveloped lots. In a city where land comes at a high premium, this is a large amount of lost economic potential for the area.

7. Describe how the parcels along the corridor are underdeveloped or underutilized and would benefit from complete streets treatments.

In 2016, the City effectively declared a moratorium on new largescale development on Gulf Boulevard in St. Pete Beach. The previously overburdened sewer system had reached capacity and occasionally leaked onto city streets, the beach, and waterways in the wake of heavy storms.

The moratorium had a significant impact on the St. Pete Beach economy. With a small geographic area, each commercial property plays a key role in the economic health of the City. In January 2020, the City began the Gulf Boulevard sanitary sewer project, which lifted the moratorium. Since the announcement of the project, there has been a large amount of interest in development and redevelopment of existing properties throughout the City. This accelerated development will need to be supported by high quality multimodal infrastructure to avoid overburdening the transportations systems that currently exist. This Complete Streets project will help to support the vacant and underutilized properties by improving mobility and connectivity between these properties and to the major commercial districts, activity centers, and transit stops surrounding the project corridor.

Despite efforts to bring commercial business back to the City's Downtown Core, growth has remained slow. There were efforts to create a Community Redevelopment Area in these same zones that ultimately did not receive approval. The Corey Avenue Shopping District in particular serves as a hub for residents and visitors alike, with local dining, shopping, and recreation options for everyone. Creating a pedestrian friendly downtown area will also encourage the development of strong social ties among our residents, which strengthens the resiliency and longevity of our community.

The Downtown Redevelopment District Complete Streets project is anticipated to transform the surrounding street network into an inviting streetscape that will complement and incentivize developers to invest in projects within the Corey Avenue District and surrounding Downtown Core. The successful redevelopment of this area will build momentum throughout the city and help make St. Pete Beach a walkable and bikeable community. Additionally, revitalizing this historic shopping district will help improve the local economy and create a vibrant streetscape for all to enjoy.

8. Provide the percentages of each existing land use category that is within ¼ mile of the centerline of the roadway included in this application. [Exhibit M]

Residential: 39.61% — Town Center: 30.06% — Commercial: 12.28% — Beach Village*: 9.06%

Resort Medium: 8.00% — Open Space: 1.00%

*Primarily includes small scale multifamily residential units and boutique transient accommodations with some commercial uses.

Detailed list of all existing land use percentages w/ in a quarter mile:

CC-1	Commerical Corridor Blind Pass	4.75%
CC-2	Commercial Corridor Gulf Blvd	6.68%
CG	Commercial General	0.85%
DCR	Downtown Core Residential	8.12%
RFM	Resort Facilities Medium	8.00%
RLM	Residential Low Medium	8.20%
RM	Residential Medium	3.12%
ROR	Residential/Office/Retail	0.50%
ROS	Recreation/Open Space	1.00%
RU	Residential Urban	19.67%
TC-1	Town Center Corey	22.70%
TC-2	Town Center Corey Coquina West and Corey Circle	7.35%
UBV	Upham Beach Village	9.06%

9. Is the project located in an area designated by Forward Pinellas as an environmental justice area? For minority, low income or both?

According to the Forward Pinellas Active Transportation Plan Equity Analysis, "The lack of accessible transportation infrastructure and transit service in a community has a direct impact on the health and economic well-being of its residents" (page 33). As seen in Figure 20 of the Plan, the areas this Project will represent adverse concentration of the Pinellas County population of persons below the poverty level between 9% to 14% and even 20% or greater. Once completed, the Downtown Redevelopment District Complete Streets Network will provide access to Environmental Justice areas as identified by the Forward Pinellas Environmental Justice map for Low-Income Census Tracts 201.08 to the south and 224.02 to the north (Figure 2, page 7; and Figure 3, page 8). The Project will benefit, serve, and be accessible, via 9-minute commute, to the population in Census Tract 201.08 by heading north on Pinellas Bayway to Gulf Blvd. and turning left on 67th Avenue. In addition, the Project will benefit, serve, and be accessible, via 12-minutes commute, to the population in Census Tract 224.02 by traveling on Pasadena Avenue to Corey Avenue, continuing south on 75th Avenue. The three main transit routes that run through the area will ensure that those who do not have access to a vehicle will still be able to enjoy the amenities that St. Pete Beach has to offer.

10. Describe how the transportation disadvantaged (persons with disabilities, children, the elderly and low income) populations will be served by the improvements proposed.

The transportation disadvantaged population would benefit from this project in multiple ways. First, the project intends to improve sidewalk ADA accessibility. It is often difficult, impossible, or dangerous for a person using a wheelchair, scooter, walker, or other mobility device to cross a street if the sidewalk on either side of the street ends without a curb ramp. Creating multimodal accessibility for those with mobility restrictive disabilities ensures that they are not homebound if they are unable to travel via vehicle easily or safely. With ADA improvements, we hope that those who cannot travel via car are still able to participate in our community.

The project will also help the aging population of St. Pete Beach. In 2017, the median age of residents living in St. Pete Beach was 59 years old and it is projected that by 2022 the median age of the City's residents will increase to 62 years old. Furthermore, 60% of the City's population is 50 years old or older. This means the City needs to start planning for and investing in projects and programs that will allow its residents to age in place. The Downtown Redevelopment District Complete Streets Project will focus on supporting aging in place initiatives by enhancing the walkability of our streets; landscaping to provide tree canopy coverage for shade; the addition of adequate street lighting for safety, extending pedestrian signal timing to allow for elderly and children to cross with ease; additional pedestrian crossing signage, crosswalk markings and wayfinding signage to guide pedestrians and motorist; and create more street networks that provide safe access to public transit. The project will also improve access to the City's Community Center and Public Library, which provides many programs and activities catering to seniors.

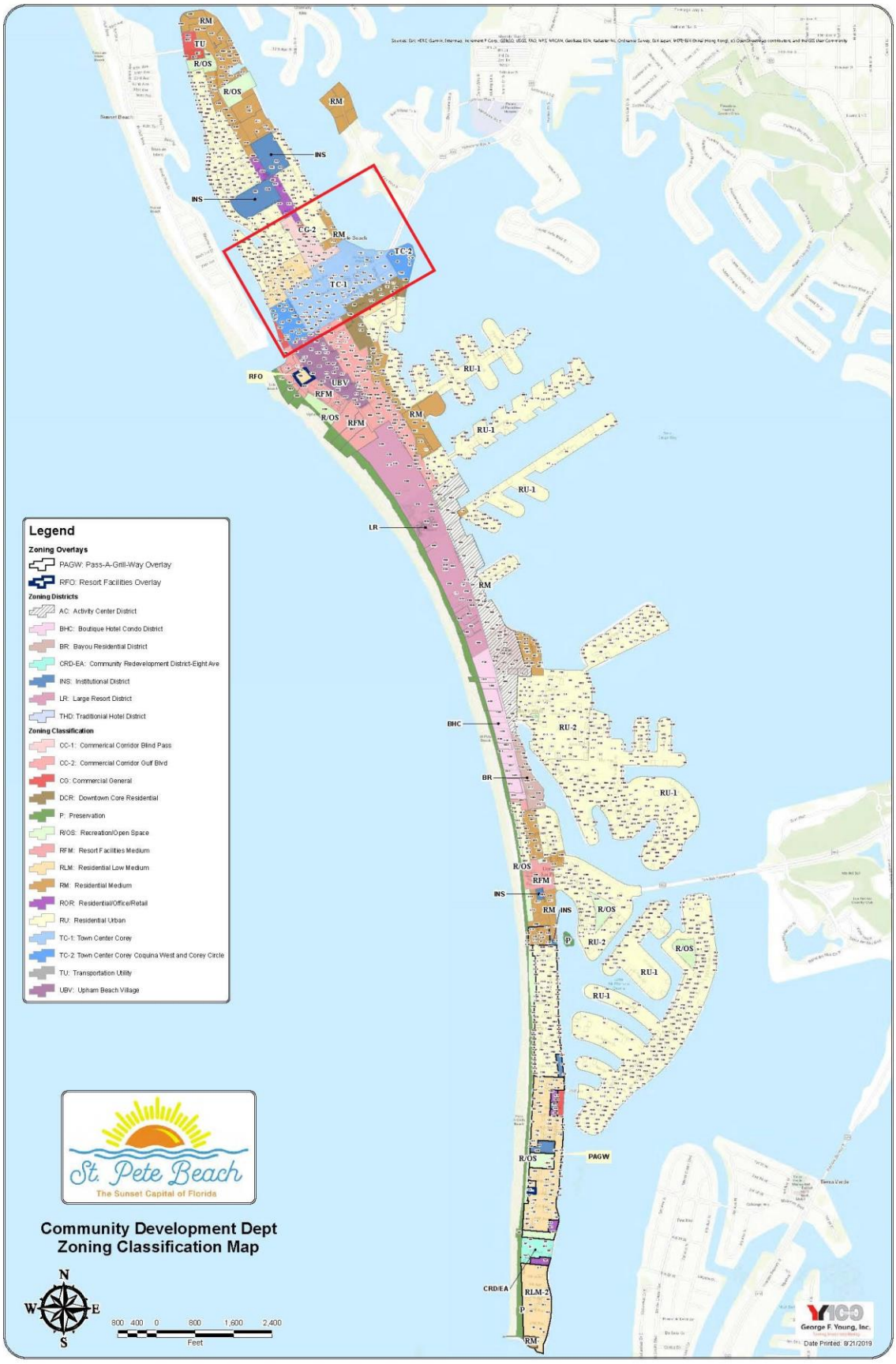
Lastly, the project will benefit people of low income who commute to St. Pete Beach for work by adding bicycle infrastructure and enhancing sidewalk connectivity to transit. This will help support better access to transit stops along 75th Avenue, Blind Pass Road and Gulf Boulevard, while also improving accessibility to the City's major activity centers and access to jobs. In particular, PSTA Route 90 was designed to run through lower income areas in St. Petersburg and Pinellas County to provide easier commuting access to jobs in the tourism industry that are plentiful along the barrier islands. Route 90 has major stops at the Don Cesar Beach Resort and the Tradewinds Resort, which is currently planning major expansion. The complete streets network in the Downtown Redevelopment District will also help commuters who work at the smaller inns and hotels throughout the city and provide a safe path for the first or last mile of their commute.

10. Would you be willing/able to accept a lower grant allocation than the amount you requested? If yes, what is the minimum allocation you would need for the project?

Yes, the City is willing to accept a lower grant allocation than requested, although this would require the City to modify the scope to reduce the study cost. The minimum allocation the City would need for the project is $50,000.

Complete Streets Application Exhibits

A- St. Pete Beach Zoning Map



B- St. Pete Beach Downtown Redevelopment District

Ordinance 2010-13
Map 3
Downtown Redevelopment District
Character Districts

C. Existing Sidewalk and Bicycle Facilities (regardless of ADA compliance or overall quality)

D. Excessive Size and Amount of Curb Cuts

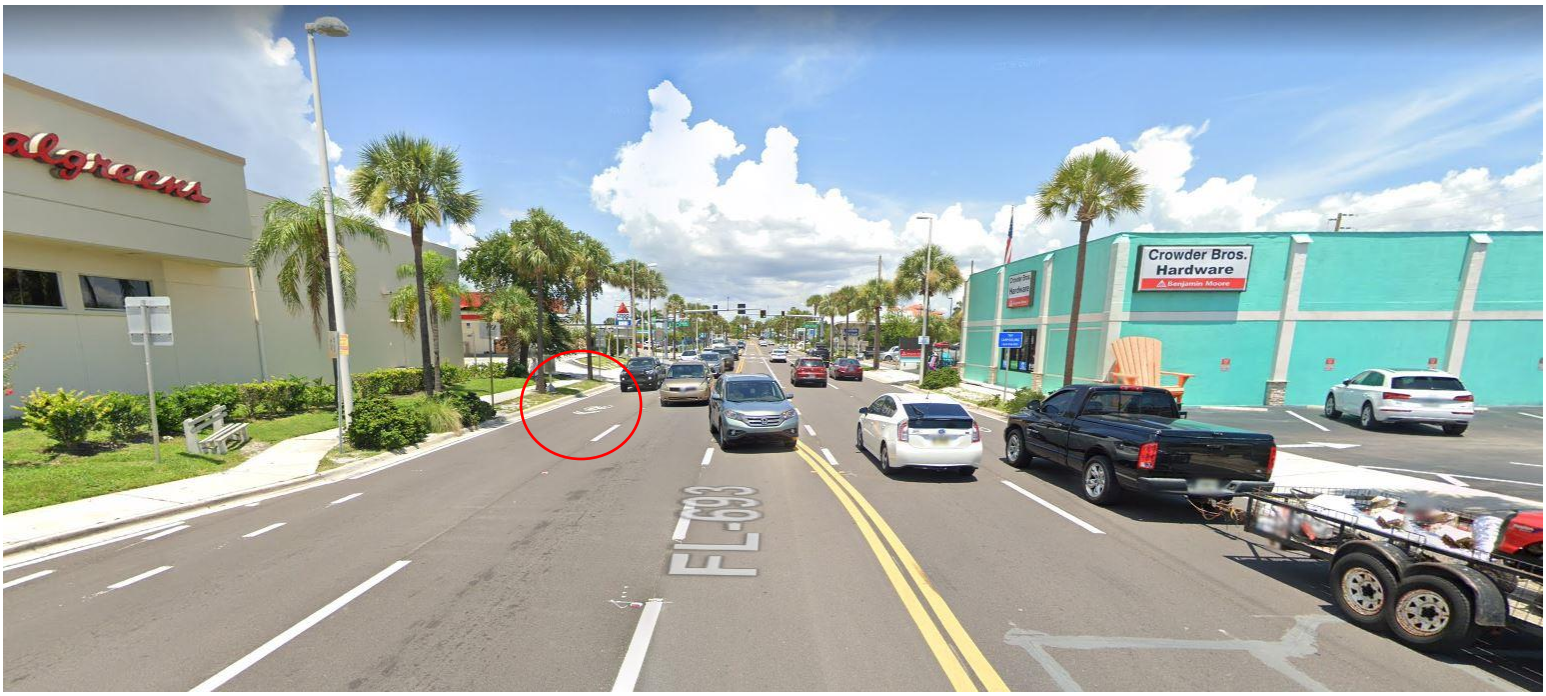
E. Lack of ADA Compliance

No tactile markings when approaching ally ways.

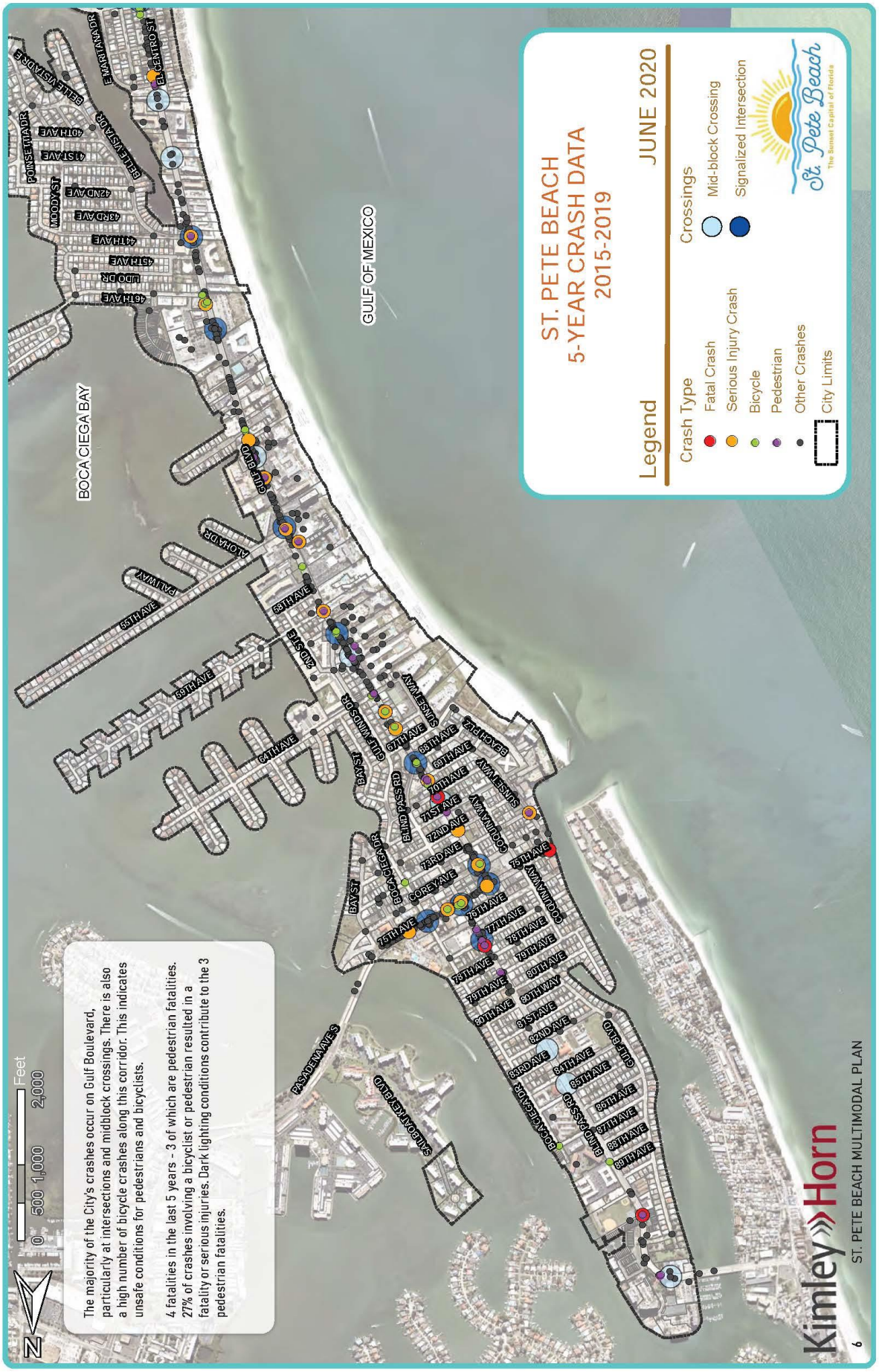
Lack of ADA ramp on most sides. Vehicles encroaching on sidewalk.

F. Lack of High Visibility Cross Walk Markings at Well Trafficked Intersection

G. “Sharrow” Markings and Highly Trafficked Intersections

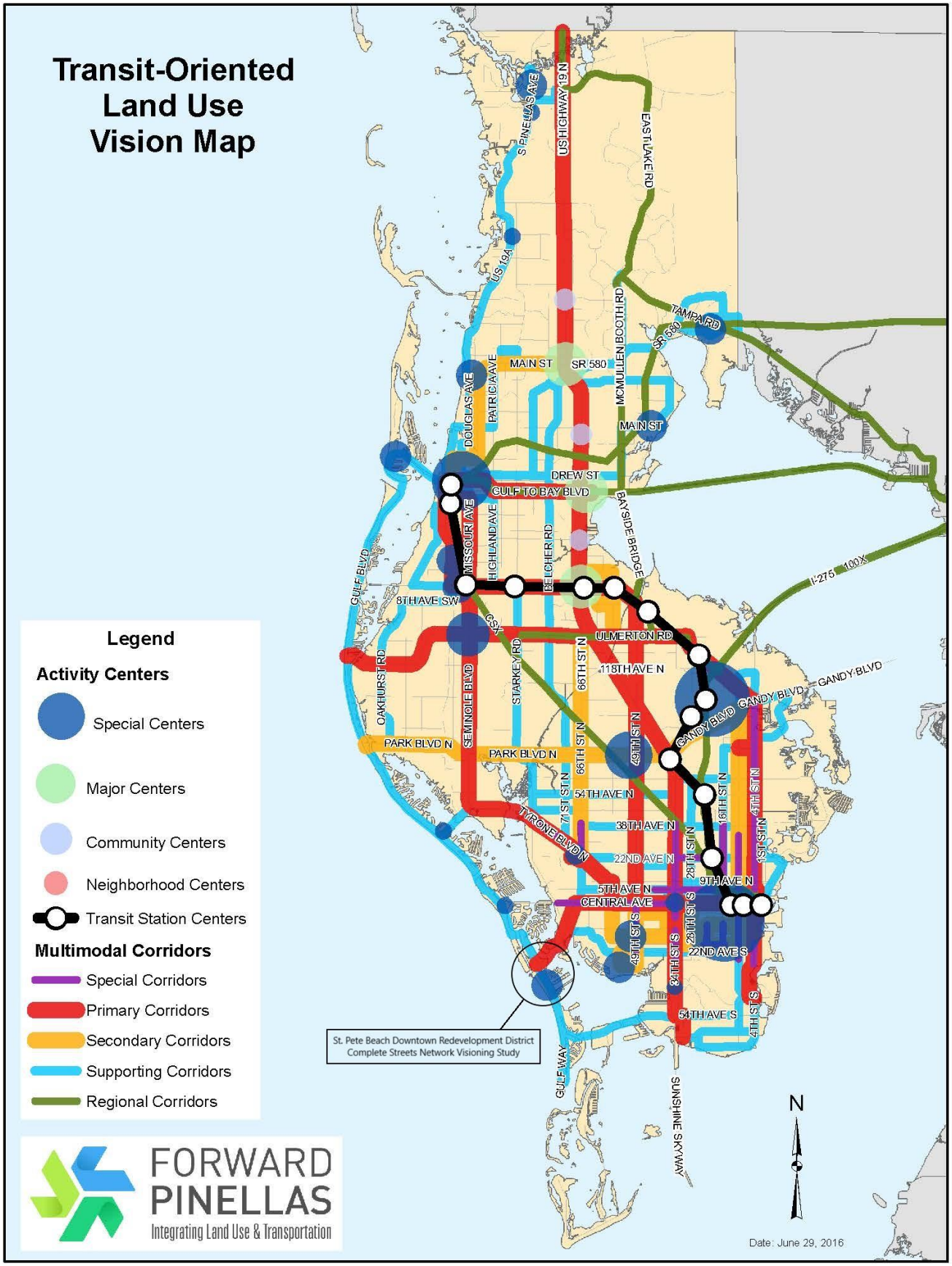


H. Crash Data From 2015-2019 as presented in the St. Pete Beach Micromobility Study (2020)

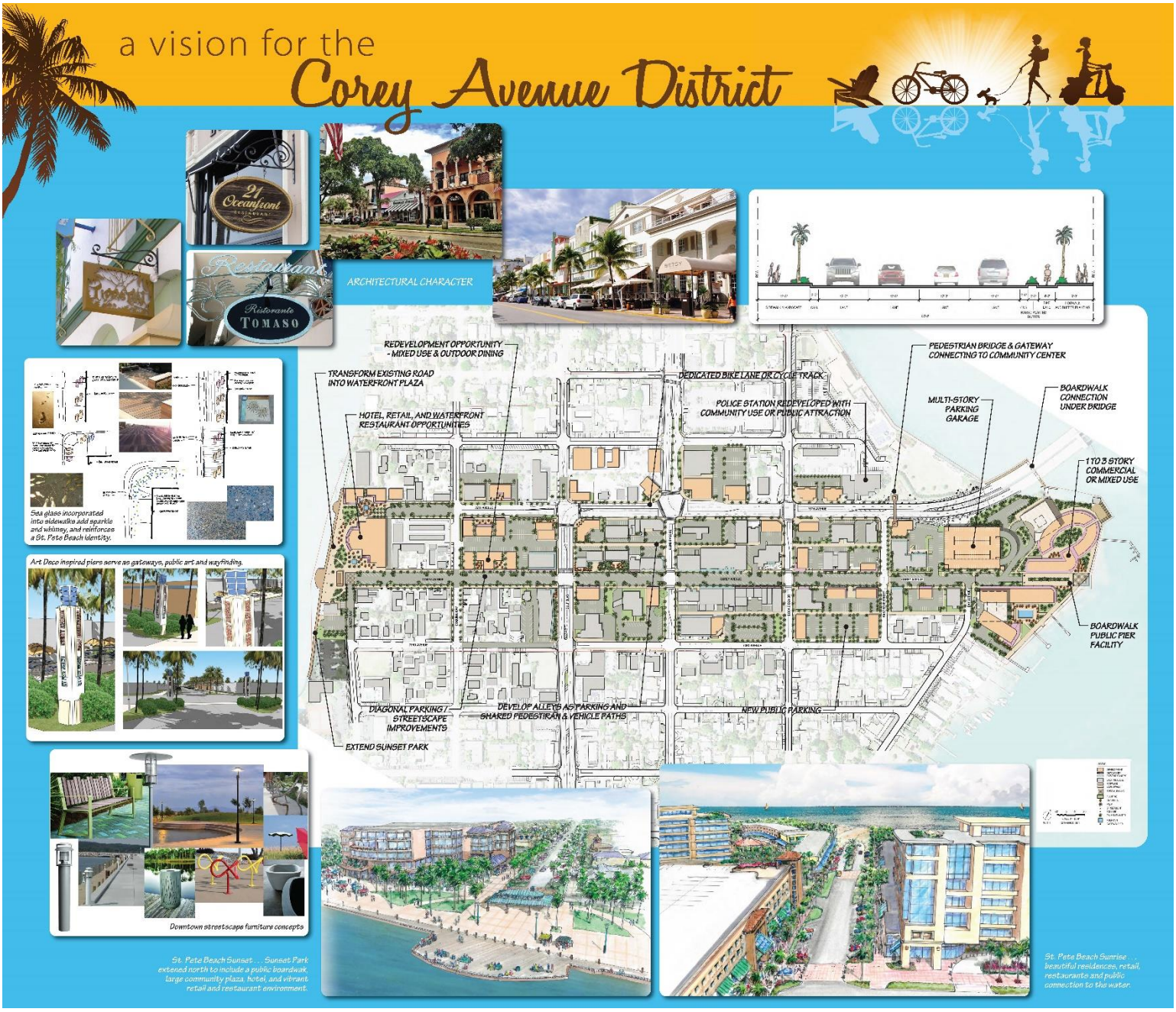


I. PSTA Transit Route Map

J. Transit-Oriented Land Use Vision Map

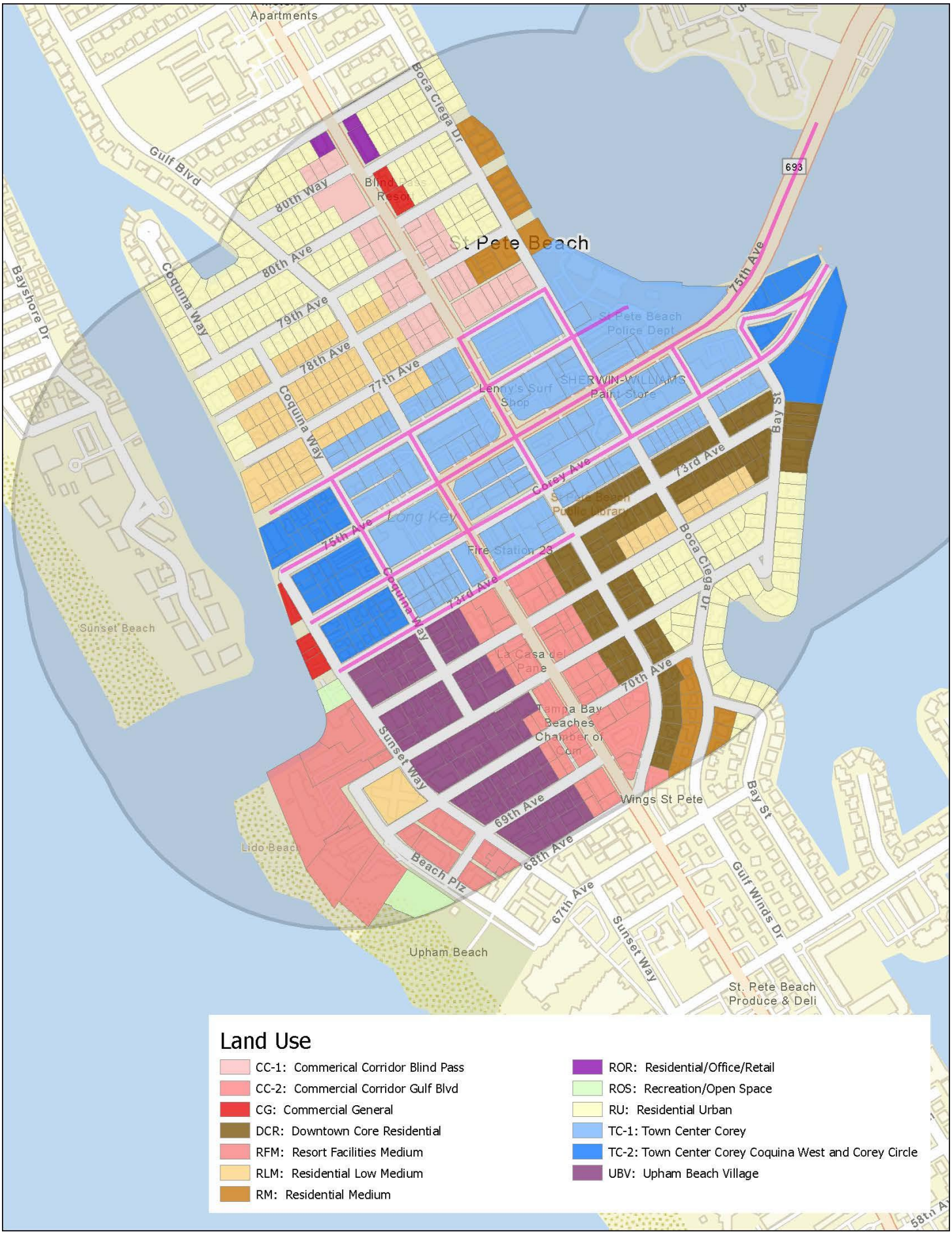


K. Corey Avenue Revitalization Vision Poster



L. Downtown Redevelopment District Map w/ Key properties and vacant buildings/lots

M. Land Uses within ¼ Mile of the Project Area



RESOLUTION 2021-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE APPLICATION TO FORWARD PINELLAS COMPLETE STREETS CONCEPT PLANNING PROGRAM FOR GRANT FUNDING.

WHEREAS, the City of St. Pete Beach is experiencing significant commercial and residential revitalization in the TC-1, TC-2, and CG-2 zones.

WHEREAS, the safety of pedestrians and cyclists is a concern throughout the city.

WHEREAS, the City of St. Pete Beach aims to expand access to multimodal transportation and create a network of safe and convenient pedestrian and cyclist paths.

WHEREAS, Forward Pinellas provides funding for concept planning through the Complete Streets Program.

WHEREAS, the City of St. Pete Beach would like to undertake a planning study to assess the feasibility of creating a network of Complete Streets throughout the Downtown Core.

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

City Staff may apply for grant funding through Forward Pinellas' Complete Streets program to fund concept planning projects that bring the City's vision for a pedestrian and cyclist friendly TC-1, TC-2, and CG-2 zoning districts to life.

27th

Passed this ~~26th~~ day of October 2021 by the City Commission of the City of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

St. Pete Beach
The Sunset Capital of Florida
155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

October 25, 2021

Chelsea Favero, AICP, Planning Manager
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Dear Ms. Favero,

Subject: Forward Pinellas Complete Street Concept Planning Grant Application- St. Pete Beach Downtown Core Visioning Study Project

As the City Manager of St. Pete Beach, our city is pleased to submit the St. Pete Beach's Downtown Core Visioning Study Project application for Forward Pinellas Complete Street Concept Plan Grant Program. St. Pete Beach is known as the Sunset Capital of Florida and TripAdvisor's No. 1 Beach in the U.S., St. Pete Beach is a picturesque tourist attraction and family destination that encompasses a National Historic District, fishing piers, boat ramps, beach resorts and residences, parks, public library, restaurants, galleries, scenic outdoor experiences, entertainment, attractions, and is home to the finest sugary-sands beaches in Pinellas County, Florida.

The proposed study for the City's Downtown Core Visioning Project intends to develop a vision focusing on assessing the feasibility and creating complete streets design concepts for the roadway network within the city's Town Center Corey zoning districts. The City's goal is to create a complete street network within the town center zoning district to create a walkable, bikeable and more livable public realm that will foster redevelopment within the zoning district and improve connectivity within this activity center. In 2015, the City adopted the Corey Avenue District Plan, this Visioning Study intends to expand upon the original visioning study to encompass the adjacent commercial areas linking to Corey Avenue to create a downtown network that is easily accessible by multiple modes and people of all ages and ability to foster a vibrant downtown within the City of St. Pete Beach.

The City of St. Pete Beach is requesting $70,000 in grant support and is committing a $30,000 local match. If funded, the Project will help the City further its goals of providing safe pedestrian and bicycle infrastructure for the residents, business owners, and visitors of all ages and abilities in St. Pete Beach.

Thank you again for your consideration of the St. Pete Beach's Downtown Core Visioning Study.

Sincerely,

Alex Rey
City Manager

TAMPA BAY BEACHES
CHAMBER of COMMERCE
The Beach is our Business

October 25, 2021

Chelsea Favero, AICP, Planning Manager
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Ms. Favero,

Subject: Forward Pinellas Complete Street Concept Planning Grant Application- St. Pete Beach Downtown Core Visioning Study Project

The Tampa Bay Beaches Chamber of Commerce, located at 6990 Gulf Boulevard in St. Pete Beach, is pleased to submit our letter in support of the St. Pete Beach's Downtown Core Visioning Study Project application for Forward Pinellas Complete Street Concept Plan Grant Program. The Tampa Bay Beaches Chamber of Commerce is one of the largest chambers in the Tampa Bay area, serving beach communities from Clearwater Beach and Sand Key in the north to St. Pete Beach and Pass-A-Grille in the south.

Our Mission Statement is, "To support businesses, promote tourism, and provide a platform for collaboration to enhance the business environment and quality of life in our communities." Our Vision Statement is, "The Tampa Bay Beaches Chamber of Commerce is a proactive business advocate, recognized as the preeminent business organization in our region for sustaining economic viability."

With a history as rich as it's sunsets, St. Pete Beach offers something for everyone. The beautiful pristine beaches, amazing selection of locally owned restaurants and shops, and award-winning accommodations for guests, it's no wonder why this beach is a favorite for visitors and locals alike. This visioning study for the Downtown Core from 78th Avenue to 73rd Avenue would bring safe and vital pedestrian and bicycle infrastructure improvements to one of the most adored destinations in Pinellas County.

The Project would provide the much-needed capital investment in an area booming in economic growth and vitality. Thank you for your consideration and funding support of the St. Pete Beach Downtown Core Visioning Study Project.

Sincerely,

Robin Miller
President/CEO

CHILL
RESTAURANT & BAR

October 25, 2021

Chelsea Favero, AICP, Planning Manager
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Dear Ms. Favero,

Subject: Forward Pinellas Complete Street Concept Planning Grant Application- St. Pete Beach Downtown Core Visioning Study Project

Chill wishes to express our support of the City of St. Pete Beach St. Pete Beach's Downtown Core Visioning Study Project application for Forward Pinellas Complete Street Concept Plan Grant Program to assess mobility options for the residents, businesses, and visitors of St. Pete Beach.

Located at 357 Corey Ave in St. Pete Beach, Chill is a French inspired casual-style restaurant that fuses sweet and savory ingredients to create delicious hearty dishes using only fresh, quality ingredients, with an emphasis on authenticity. Blending new American cooking with a New Orleans French technique our food is simply delicious.

The improvement of mobility options within the area will help support economic revitalization in the area and help attract more patrons to the businesses on Corey Avenue. Chill restaurant supports the City of St. Pete Beach in its vision to enhance safety and mobility for pedestrians and bicyclists of all ages and abilities.

Thank you for your consideration and funding support of the St. Pete Beach Downtown Core Visioning Study Project.

Sincerely,

Ken Hautmann
Owner

Kim Beidelschies
Owner

Exhibit B. Title VI/Non-Discrimination Policy Statement

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1.) **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2.) **Nondiscrimination:** The Consultant, with regard to the work performed during the agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for consultants, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Consultant under the agreement until the Consultant complies, and/or
b. cancellation, termination or suspension of the agreement, in whole or in part.

(6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a consultant or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit C. Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding $35,000)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq .)]*

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ (signature)

Print Name: _____

Title:_____

Date: _____

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Authorization to Enter into an Agreement with Forward Pinellas for a Gulf Boulevard Conceptual Alternatives and Safety Study to expend $64,000 from the Mobility Fund

Date: August 9, 2022

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: In May of 2021, the City passed Resolution 2021-12 supporting Safe Streets Pinellas, Forward Pinellas' Vision Zero effort. Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. As part of this effort, the City is partnering with Forward Pinellas to complete a Safety Study on Gulf Boulevard. The Study will help develop a preliminary concept plan of potential improvements for implementation to help improve safety and connectivity for all modes of travel on Gulf Boulevard. These projects will be coordinated with FDOT and incorporated into ongoing mobility improvement efforts which would help the City achieve its transportation goals as outlined in the Comprehensive Plan. To aid in the creation of these conceptual alternatives, the City will work with Forward Pinellas to complete a pedestrian audit of the area, conduct community meetings, and prepare a final report for the City Commission on the findings. Additionally, Forward Pinellas will work with Treasure Island at the same time to help ensure that all of Gulf Boulevard is safe for pedestrian and multi-modal travelers. Funds for this project are budgeted within the City's mobility fund.

Funding: 611-6103-541-5650

Requested Motion: I move to authorize the City Manager to execute the agreement with Forward Pinellas for the Gulf Boulevard Vision Zero Safety Study and to expend $64,635 in funds from the Mobility Fund.

Attachments:

1. City of St. Pete Agreement AATF - Vision Zero
2. SPB Gulf Blvd Design and Safety Study Scope of Services

SPECIAL PLANNING PROJECT AGREEMENT BETWEEN THE CITY OF ST. PETE BEACH AND FORWARD PINELLAS

This Agreement for a Special Planning Project ("Agreement)" is entered into this____ day of 2022, by and between the City of St. Pete Beach, a municipal corporation of the State of Florida ("City") and Forward Pinellas, in its role as the Pinellas Planning Council (collectively the "Parties"), based upon and executed pursuant to the Interlocal Agreement for Planning and Mapping Services and/or Special Project Work between the City and Forward Pinellas, effective October 1, 2018, as amended and effective through September 30, 2026 ("Interlocal Agreement for Planning Services").

SPECIAL PLANNING PROJECT-CITY OF ST. PETE BEACH GULF BOULEVARD CONCEPTUAL ALTERNATIVES AND SAFETY STUDY

A. Conflict – The terms and conditions of the Interlocal Agreement for Planning Services shall govern this Agreement, subject to the specifies set forth herein. To the extent the Interlocal Agreement for Planning Services and this Agreement are in conflict, this Agreement shall control.

B. Purpose – The purpose of this Agreement is to assist the City in assessing the safety of and to develop conceptual alternatives for the Gulf Boulevard corridor between 35th Avenue and 75th Avenue in the City of St. Pete Beach.

C. Project Description – Forward Pinellas, with support from its consultants, will develop a preliminary concept plan for potential improvements for implementation to help improve safety and connectivity for all modes of travel, including micro-mobility, on Gulf Boulevard ("Project").

D. Scope of Work – The work to be performed shall consist of community meetings, review of previous plans and reports, technical analysis, preparation of reports with specific recommendations, and a final PowerPoint for the study to the City. The scope of services for the Gulf Boulevard Conceptual Alternatives and Safety Study to be performed by Forward Pinellas, with support from consultants, is attached hereto and incorporated herein as Attachment A ("Scope of Work"). Additional services beyond the Scope of Work requires mutual written agreement signed by the Parties.

E. Meetings – Forward Pinellas Staff will be available to meet with City representatives, its consultants, and other agency staff as necessary to carry out the Scope of Work. The Scope of Work specifies a community kick-off meeting, stakeholder interviews, and community workshops.

F. Term and Schedule – This Agreement shall become effective upon the Effective Date and terminate upon successful completion of the Scope of Work or September 30, 2026,

whichever is later. Forward Pinellas staff will coordinate with the City to carry out the Project in a timely manner.

G. Fees - Forward Pinellas will submit invoices to the City on a monthly basis to include the work performed by its own staff and its consultants, if applicable. Invoices shall be paid according to the Local Government Prompt Payment Act, section 218.70, *et seq*., Florida Statutes. The total fees for the Project shall not exceed $64,635.00, unless approved a written amendment of this Agreement signed by both parties.

H. City Participation and Cooperation - The City agrees to assist in the preparation of the final written documents, including making available the requisite personnel and information necessary for the timely and accurate compilation of data, timely review and comment on draft materials, and assistance in scheduling and conducting any required meetings.

I. Ownership of Documents - Upon satisfactory completion of the Scope of Work, the materials and documents prepared thereunder shall be transmitted to, and considered the property of, the City.

J. Termination - Should the City or Forward Pinellas determine that it is not desirable or productive to continue the Project, this Agreement may be terminated by written mutual agreement of the Parties at any time during term of the Agreement, or by either party by providing thirty (30) days written notice to the other party.

K. Counterparts – This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

L. Electronic Signatures – This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on this____ day of _____ 2022 ("Effective Date").

Attest:

_____

Date:

Approved for the City of St. Pete Beach

By:_____

Title: _____

Attest:

_____

Date:

Approved for Forward Pinellas

By: _____

Whit Blanton, FAICP
Executive Director

APPROVED AS TO FORM
By: Anne M. Morris
Office of the County Attorney

St. Pete Beach

Gulf Boulevard Conceptual Alternatives and Safety Study

Scope of Work
August 2, 2022

The purpose of the study is to assess the safety of and develop conceptual alternatives for the Gulf Boulevard corridor between 35th Avenue and 75th Avenue within the City of St. Pete Beach, Florida, ("City"). Gulf Boulevard is a major corridor within St. Pete Beach and serves multiple modes of travel, providing major connections for area residents and visitors. The intent of this Project is to develop a preliminary concept plan (i.e., not full-scale design) to envision potential improvements for implementation to help improve safety and connectivity for all modes of travel, including micromobility, on Gulf Boulevard.

This Project will be conducted simultaneously as the Treasure Island Gulf Boulevard Conceptual Alternatives and Safety Study. The benefit of conducting these studies at the same time allows for efficiency during the existing conditions assessment, safety analysis, development of concept alternatives, and development of project scoping summaries for Gulf Boulevard within both municipalities.

TASK 1: KICK-OFF AND EXISTING CONDITIONS ANALYSIS

Kick-off: Kimley-Horn and Associates, Inc., consultant retained by Forward Pinellas ("Kimley-Horn"), will attend one (1) project kick-off meeting that may include Forward Pinellas staff, Florida Department of Transportation ("FDOT") staff, City of St. Pete Beach staff, and City of Treasure Island staff. One (1) site visit of the corridor will be conducted as part of the kick-off meeting.

Existing Conditions Analysis (Street Conditions): Kimley-Horn will analyze and summarize existing conditions of the Gulf Boulevard corridor. The existing conditions analysis will aid the development of the conceptual alternatives. The City will provide Kimley-Horn with any existing conditions data that may be relevant to the project. The existing conditions analysis and summary is anticipated to include, but may not be limited to, based on agreement between the City's Project Manager and Kimley-Horn's Project Manager:

- Existing traffic counts and Level of Service (LOS),
- Access management regulations,
- Transit stop locations,
- Transit ridership data (PSTA and local). Ridership data review may include electric shuttle ridership as available,
- Street widths from curb to curb (utilizing readily available GIS, CAD and/or as-built data),
- Signalized and unsignalized crossing locations,
- Posted speed limits,
- Bicycle and pedestrian and facilities,
- Bicycle Level of Traffic Stress from the Forward Pinellas Active Transportation Plan,
- Planned improvements.

The existing conditions analysis will be summarized in a short narrative that will include associated map exhibits featuring up to five (5) maps.

Deliverables:

- One (1) Kick-off Meeting attended by up to three (3) Kimley-Horn staff
- One (1) site visit to St. Pete Beach by up to three (3) Kimley-Horn staff
- Summary of Existing Conditions and Findings to be summarized as part of a chapter in the Final Report
- Existing Conditions Map Series, up to five (5) exhibits

TASK 2: PUBLIC AND STAKEHOLDER INVOLVEMENT

Public Involvement – Forward Pinellas staff will lead and prepare materials for two (2) public meetings to identify the community's priorities and goals for the Gulf Boulevard corridor. Kimley-Horn will support Forward Pinellas staff utilizing materials from other project-related tasks. Up to two (2) Kimley-Horn staff will attend the two (2) public meetings.

The first public meeting will be conducted to present existing conditions and gather input from the public on their vision for the corridor. The second public meeting will be conducted to receive feedback on corridor conceptual alternatives to be used in developing a recommended preferred alternative.

Coordination meetings – Kimley-Horn will coordinate and conduct up to five (5) virtual coordination meetings with City staff that include Forward Pinellas and FDOT at key milestones for the Project after the completion of Tasks 1-4. Forward Pinellas may conduct additional meetings, as needed.

Stakeholder Meetings – Through discussion with local agency staff, Forward Pinellas staff will identify stakeholders and will develop and host a project page on its web site to keep the public informed about the Project. Up to five (5) total stakeholder virtual meetings will be scheduled and coordinated by Forward Pinellas staff. Kimley-Horn will prepare for and attend the stakeholder meetings to solicit input from interested agencies, businesses, and citizens. A brief (i.e., two (2) to three (3) -page) summary will be produced by Kimley-Horn and Forward Pinellas staff. Forward Pinellas staff may conduct additional stakeholder meetings, as needed.

Deliverables:

- Attendance of up to two (2) Kimley-Horn staff at two (2) public meetings
- Attendance of up to five (5) coordination meetings
- Attendance of up to five (5) stakeholder meetings

TASK 3: SAFETY ANALYSIS AND FIELD OBSERVATIONS

Safety Analysis – Kimley-Horn will analyze and summarize safety related conditions of the two Gulf Boulevard corridors. The safety analysis will aid the development of the conceptual alternatives. The safety analysis and summary will include:

- Analysis of crash data from the last five (5) years on the Gulf Boulevard corridor.
    - Focus on fatal and severe injury crashes and bicycle and pedestrian crashes on the Gulf Boulevard corridor.

- Review FDOT's Road Safety Audit (RSA) and/or the Near-Miss Analysis analyses for the corridor.
- Assessment of Safe Streets Pinellas toolbox strategies applicability to improve safety conditions along the corridor.
    - May include an assessment of other safety solutions' applicability. Forward Pinellas staff will provide a summary of pedestrian, bicycle, and vehicular crash information along the corridor for the last five (5) years.
- Assessment of corridor lighting conditions using FDOT data, as available.
- Identification of opportunities for enhanced multimodal connections to link SunRunner stations or transit stops near popular destinations, and micromobility opportunities.

Field Observations: Up to three (3) Kimley-Horn staff members will conduct field observations to cover midday and PM peak hours at specific corridor locations to review pedestrian, bicycle, and vehicular traffic. The field observations will focus on specific intersections and areas of safety concerns, high-traffic areas, major attractions, SunRunner station stops, and other locations. The specific field observation locations will be determined from the existing conditions analysis results, public involvement and stakeholder feedback, and safety analysis results.

Deliverables:

- Safety Analysis Summary and Finding document including crash trends relative to crash frequency, crash type, and other relevant contributing circumstances such as lighting condition, pavement condition, and time of day will be summarized. The summary will be provided in tabular and map format.
- Field Observation Summary and Findings document.

TASK 4: CORRIDOR CONCEPTUAL ALTERNATIVES

Corridor Conceptual Alternatives – It is anticipated that the corridors will be organized into three segments based on context, travel demand, and land use characteristics. Within the identified segments, up to two (2) photoshop rendering graphic alternatives will be created for up to three (3) segments. One (1) overall corridor map will be produced using Photoshop and available aerial, GIS, and CAD data. The corridor map will identify recommended improvements that may include locations of midblock crossings, lighting locations, micromobility, public art, signage/wayfinding, streetscape/placemaking elements, and safety improvements.

Kimley-Horn will develop a Project scoping summary for each corridor segment to assist in moving the Project recommendations forward into the next phase. Up to three (3) scoping summaries will be developed for the corridor. The Project scoping summaries will include a purpose and needs summary, Project phasing, details on project costs and Project funding options, a Photoshop street section and/or a colorized plan view of the proposed intersection/location improvements (using readily available GIS or CAD data). The City and/or FDOT will provide existing line work for Gulf Boulevard in CAD format. The Project scoping summaries will identify the purpose and needs statement to identify improvements for FDOT to implement as part of a future engineering and design phase and could be used for future grant applications or basis of design plans.

Preferred Segment 3D Renderings: One 3D rendering using SketchUp and Lumion will be created for each preferred alternative segment depicting proposed concepts and improvements. Up to three (3) renderings will be produced in PDF format in total.

Deliverables:

- Up to six (6) Photoshop cross section renderings in PDF format
- One (1) Corridor Map of recommended improvement locations
- Up to three (3) Project Scoping Summaries – one for each corridor segment
- Up to three (3) 3D renderings in PDF format.

TASK 5: FINAL REPORTS AND PRESENTATION

Kimley-Horn will prepare one (1) final report for Gulf Boulevard within the City of St. Pete Beach city limits. The report will include a summary of the existing conditions analysis, public and stakeholder involvement, and a summary of the safety analysis. The final report will also include the preferred conceptual alternatives and corridor improvements depicted on the colorized corridor site plan. The corridor recommendations will be phased into near term, mid-term, and long-term actions to identify a feasible path forward for the City, as well as a potential funding plan and next steps. Planning level costs will be provided for each corridor segment.

Kimley-Horn will submit a one (1) draft report for one (1) round of comments from Forward Pinellas, City of St. Pete Beach staff, and FDOT. Kimley-Horn will revise the draft reports based on received comments to create the final reports.

Deliverables:

- One (1) draft report for comments
- One (1) final report
- Provide materials and assistance to Forward Pinellas for creating a final PowerPoint for the Study

SCHEDULE

The project schedule for this contract scope is nine (9) months upon receipt of written notice to proceed from Forward Pinellas staff. The following schedule is anticipated as agreed upon by the Kimley-Horn Project manager and the Project team. The anticipated completion of task deliverables are as follows:

- Task 1: Months 1-3.
- Task 2: Months 2-7.
- Task 3: Months 2-5.
- Task 4: Months 4-7.
- Task 5: Months 7-9.

COMPENSATION

For work under Tasks 1 through 5, Forward Pinellas and the City will compensate Kimley-Horn percent (%) complete by task. The total amount is $64,635.00 for services provided, including all expenses incurred. The total amount including the optional services under Task 4 is $64,635.00.

TASK	ST. PETE BEACH FEE
TASK 1: EXISTING CONDITIONS ANALYSIS	$6,225
TASK 2: PUBLIC AND STAKEHOLDER INVOLVEMENT	$8,910
TASK 3: SAFETY ANALYSIS	$13,080
TASK 4: CORRIDOR CONCEPTUAL ALTERNATIVES	$24,320
TASK 5: FINAL REPORT AND PRESENTATIONS	$12,100
TOTAL	$64,635.00

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's agreed upon contract hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Additional updates to GIS information
- Additional meetings
- Design services
- Marketing materials, such as colored plots, renderings, or sales maps
- Traffic count collection
- Opinion of Probable Costs (OPCs)
- Lighting Assessment (light metering and dark locations)
- Additional 3D Graphics and Renderings
- Any Project-related services not specifically described in this Scope of Work.

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Wastewater/Stormwater Equipment Sharing ILA

Date: August 9, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: This Agreement creates a system for the occasional sharing of specialized motor vehicles, equipment, and machinery between the participating municipalities for efficiency and effectiveness of operations. The members agree to make available equipment and an operator to run the equipment.

Funding: As Needed.

Requested Motion: I move to approve the Cooperative Interlocal Agreement for Operations Support Services with Pinellas County.

Attachments:

1. 22-0421D Staff Report_FINAL
2. WWSW Equipment Sharing ILA_FINAL

STAFF REPORT

Subject:

Cooperative Interlocal Agreement to be made available to local municipalities for limited as-needed and emergency basis shared use of specialized equipment and/or support services.

Recommended Action:

Approval by the County Administrator of the Cooperative Interlocal Agreement to be made available to local municipalities for limited as-needed and emergency basis shared use of specialized equipment and/or operations support services.

- Intent is for shared use of specialized equipment on a limited, as-needed or emergency basis between the County and municipal partners.
- Agreement was recommended by the Pinellas County Wastewater/Stormwater Technical Working Group in 2018 as a method of promoting improved efficiencies and potential cost saving among participants and for taxpayers.
- No signatures are required at this time. Approval of Agreement is requested in advance of sharing with municipalities. Execution will be at the request of individual municipalities.
- Associated revenue and expenditures will be accounted for in the Sanitary Sewer Enterprise Fund.

Expenditures and reimbursements pursuant to the Agreement shall not exceed $250,000, per municipality. Agreement is for ten (10) years term with an option to renew.

Strategic Plan:

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

5.4 Strive to exceed customer expectations

Summary:

Based upon recommendation of the Pinellas County Wastewater/Stormwater Technical Working Group, the County and area municipalities are interested in sharing specialized equipment to ensure back-up, provide secondary support on large projects, and generally provide an option to ensure efficient and effective operations. The purpose of this Agreement is to create a system for the occasional sharing of specialized motor vehicles, equipment, and machinery for efficiency and effectiveness of operations on as needed basis, as well as for use in emergency situations. The County and municipalities will agree to make available to each other equipment, as well as trained personnel to operate the equipment. No equipment shall be provided without an operator supplied by the provider.

Interested municipalities will be provided a copy of this Agreement for their consideration and Approval by October 1st each year. Signed Agreements returned by that date will be submitted collectively for approval by the Board of County Commission, or the appropriate delegated authority based on level of participation.

5.31.22

The Agreement shall commence upon execution and continue for a period of ten (10) years. The Agreement may be renewed subject to execution of a written renewal agreement between the County and municipalities. Each renewal period may not exceed ten (10) years. There is no limit to the number of renewals unless so specified in a subsequent renewal agreement.

Background/Explanation:
It is not cost effective or financially feasible for each municipality to individually purchase certain special-use vehicles or equipment. This Cooperative Interlocal Agreement has the potential to achieve savings and improve efficiencies between the County and municipal partners through economies of scale, as well the opportunity to work together to maximize existing resources. The Agreement requires each party assume liability for the negligence of its officers and employees for and indemnify and hold harmless the other party.

Fiscal Impact:
Expenditures or reimbursements received for shared use of equipment are not anticipated to exceed $250,000 per municipality. Should individual agreements exceed an amount of $250,000.00 in a fiscal year, Board of County Commissioners approval of an amendment to the Agreement will be required. Associated revenue and expenditures will be accounted for in the Sanitary Sewer Enterprise Fund.

Delegated Authority:
Authority for the County Administrator to approve this agreement is granted under Code Section 2-62 (a)(1).

Staff Member Responsible:
Megan Ross, Director, Utilities

Partners:
Local municipalities

Attachments:
Agreement with Exhibits A - B

COOPERATIVE INTERLOCAL AGREEMENT FOR OPERATIONS SUPPORT SERVICES

THIS AGREEMENT ("Agreement") made and entered into this ___ day of _____, 20__, by and between PINELLAS COUNTY, a political subdivision of the State of Florida ("County") with its principal address at 315 Court Street, Clearwater, FL, and _____, a Florida municipal corporation, with its principal address at _____ ("City") (collectively, the "Parties"). In consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

RECITALS

WHEREAS, Section 163.01, Florida Statutes, et. seq. authorizes counties and municipalities to enter into cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, each party has specialized equipment and trained personnel to conduct a variety of wastewater projects; and

WHEREAS, it is not cost-effective for the Parties to individually purchase certain special-use vehicles because they would not be used on a regular basis; and

WHEREAS, the Parties are interested in sharing specialized equipment to ensure back-up, provide secondary support on large projects, and generally provide an option to ensure efficient and effective operations.

WHEREAS, the Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities.

WHEREAS, the Parties desire to share available specialized equipment, and the operators thereof, for governmental use from time to time on an as needed and as available basis pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sum of One Dollar ($1.00) each to the other in hand paid, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals and Exhibits. The above recitals and all exhibits attached hereto are true and correct and incorporated herein by reference.

2. Purpose. The purpose of this Agreement is to create a system for the occasional sharing of specialized motor vehicles, equipment, and machinery (collectively referred to as "Equipment") between the Parties for efficiency and effectiveness of operations. The Parties agree to make available to each other Equipment, as well as trained personnel to operate same ("Operator"), subject to the terms and conditions provided herein. No equipment shall be provided without an Operator supplied by the Provider. A party supplying Equipment shall be designated as the "Provider" and a party receiving Equipment shall be designated as the "Borrower."

3. Shared Use of Vehicles.

a. *Initiation of Sharing.* The party wishing to utilize Equipment of the other party must make a written request, no less than ten (10) full business days prior to the requested commencement of sharing, identifying the Equipment being requested based upon information contained in the Equipment Sharing Catalog, the anticipated scope of use, and the estimated length of time ("Request"). Emergency requests may be accommodated by either party without the 10-day notification on a case by case basis.

b. *Equipment Catalog.* Each Provider shall maintain an accurate Equipment Sharing Catalog ("Catalog") that reflects the Equipment that Provider may make available for sharing, the rates and fee schedules for such Equipment, high-wear components of those pieces of Equipment, any applicable rules, restrictions, or limitations for sharing the pieces of Equipment shall be listed in the Catalog. Amendments to each party's Catalog shall occur as necessary and be mailed to each party or otherwise made electronically available. The Parties recognize that from time to time, a Provider may divest itself of Equipment and the Parties agree to make reasonable efforts to keep the Catalog up to date.

c. *Equipment Sharing Periods.* Based upon the nature of the Request, if the Provider is willing and able to provide the Equipment, the Parties shall mutually agree upon the date of commencement of the sharing, as well as mutually convenient times and locations for the Equipment to be stored and operated, and the anticipated duration for which the Equipment is to be used (the "Share Period").

d. *Equipment Sharing.* Provider retains the right to refuse any request for Equipment for any reason and Provider's need of the Equipment, or inability to provide a qualified Operator during the share period, for whatever reason including but not limited to workload, shall cancel the Equipment Sharing for the agreed upon Share Period, without recourse to the Borrower. The Provider shall give notice to the Borrower as soon as the Provider determines that the Equipment or an Equipment Operator is unavailable for the agreed upon Share Period. The Parties may mutually agree to an alternative Share Period.

e. *Storage During Shared Period.* During the Share Period, if Equipment needs to be stored at or near a work site, Borrower shall be responsible for providing a location for storing the Equipment in a safe and secure area acceptable to the Provider. Should storage at the Borrower provided location result in theft or loss of the Equipment during the Share Period, Borrower will be responsible for reimbursement to the Provider for the depreciated value of the Equipment subject to paragraph 9.

f. *Charges for Equipment.* Charges shall be as listed in the Equipment Catalog or any subsequent amendments, and shall begin accruing at the time the Equipment begins transportation to the agreed upon location for use by the Borrower and shall cease upon return of the Equipment to the Provider's storage location.

g. *Charges for the Equipment Operator.* The Borrower shall pay the Fully-loaded hourly rate (defined as salary plus all benefits paid by the Provider) of any Provider supplied trained and qualified operator for the Equipment Operator during the time that the Operator is transporting the Equipment to the agreed upon location for use by the Borrower and shall cease upon return of the Equipment to the Provider, including all time the Operator is on-site operating the Equipment for the Borrower, or otherwise unavailable for use by the Provider as a result of Equipment Sharing.

4. <u>ESTIMATES, INVOICES AND PAYMENTS</u>.

a. *Estimates.* No less than five (5) days before the commencement of the Share Period, the Provider shall provide Borrower with an estimate of the costs associated with the Equipment Sharing, based upon the Equipment Catalog, Fully-loaded rate of the Operator, and the Share Period.

b. *Confirmation.* No less than twenty-four (24) hours before the commencement of the Share Period, the Borrower shall confirm, in accordance with the Notice Provisions of this Agreement, the Equipment Sharing. Such confirmation shall serve as a confirmation of both continued anticipated use of the Equipment for the Share Period, as well as sufficiency of budgeted funds to compensate Provider.

c. *Invoices.* On or before the twentieth (20th) day of each month, Provider shall submit monthly invoices to Borrower that show Equipment shared, duration of the Equipment Sharing (which may be more or less than the Share Period), hours and rate of the Operator and total payments due for all Equipment shared in the previous month, broken out by project name or description, and/or Borrower's project identification number ("PID") if known to the Provider.

d. *Payment.* Borrower shall pay Provider's invoices in accordance with the Local Government Prompt Payment Act, Fla. Stat. §218.70, et seq., as may be amended.

5. EQUIPMENT USAGE.

a. *Operator Qualifications.* Equipment shall only be operated by a qualified Operator provided by the Provider. At Borrower's request, Provider shall provide proof of licensing and qualifications of the Provider's operator, even during an emergency Share Period, prior to the commencement of the sharing period. If a Provider is unable to provide operator qualifications during an emergency Share Period, the Borrower's recourse is limited to cancellation of the Equipment Sharing at the Borrower's sole discretion.

b. *Transferability or Assignability.* The Equipment shared pursuant to this Agreement may not be used for any purposes other than for that which was given to and accepted by the Provider as the Equipment use for the Share Period. The Equipment may only be used to conduct official public business and may only be used for its intended purpose, in a careful manner, and in compliance with all requirements for operation. Any change in scope of the anticipated use of the Equipment, must be submitted, in writing, by the Borrower to the Provider's designee, if any, listed in the Catalog or, if none, to the Provider representative designated in Paragraph 11 of this Agreement and Borrower must receive written approval prior to utilizing the Equipment for an expanded and/or alternative scope of use.

c. *Borrower Responsible for Charges and Fees.* Borrower shall be responsible for paying all fines that might be incurred against Equipment shared under this Agreement, and shall protect against any liens attaching to such Equipment. Borrower shall hold Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of shared Equipment.

d. *Fuel.* The cost of fuel used from the time the Equipment left the Provider's location until it was returned will be included in the final invoice of work performed.

e. *Vehicle Use Form.* The Parties shall utilize an Equipment Use Form (attached hereto as "Exhibit A") to document the usage of any Equipment pursuant to this Agreement.

f. *Safety.* Operator supplied by the Provider shall have the authority to cease operation for any concern for safety, without recourse to the Borrower.

g. *Employment Status and Waiver of Employer's Rights of Subrogation*. At all times, the Operator shall remain the employee of the Provider. The Parties agree that employees acting pursuant to this Agreement remain within the employer party's worker's compensation program. The Parties further agree that neither party shall have a right of subrogation against the other party for any injuries sustained by the party's employees in conjunction with activities conducted pursuant to this Agreement. The obligations of this paragraph shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

6. *Term*. This agreement shall commence upon the filing with the Clerk of Court in and for Pinellas County and shall continue for a period of ten (10) year(s). This Agreement may be renewed subject to execution of a written renewal agreement between the Parties. Each renewal period may not exceed (10) years. There is no limit to the number of renewals unless so specified in a subsequent renewal agreement.

7. *Filing with Clerk; Condition Precedent*. This Agreement and any amendments or renewals hereto shall be filed with the Clerk of Court in and for Pinellas County. Such filing is a condition precedent to the effectiveness of and any obligations under this Agreement and any subsequent amendment hereto. The County shall be the

party responsible for filing this Agreement with the Clerk of Court in and for Pinellas County.

8. *Termination*. This Agreement may be terminated by either party with or without cause, upon written notice to the other party. Upon termination, the borrowing party shall immediately and in no event later than the day of termination, return any Equipment to the Provider.

9. *Hold Harmless and Indemnification*. Unless otherwise specified herein, to the fullest extent permitted by law, and without waiving the sovereign immunity provisions of Florida Statutes, Section 768.28, each party agrees to assume liability for the negligence of its officers and employees for and indemnify, hold harmless the other party, its commissioners, officers, executives, employees, and agents from and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its negligence in carrying out its obligations under this Agreement and the use of the Equipment under this Agreement. Nothing contained herein shall in any way waive any immunity from or limitation of liability that each party enjoys presently under the Florida Constitution, Florida Statutes, particularly with respect to Chapter 768, Florida Statutes, or the doctrine of sovereign immunity. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement

10. *Successors and Assigns*. This Agreement may not be assigned by either party without the expressed written consent of the other party.

11. *Notices*. All notices required or made pursuant to this Agreement shall be made in writing or email and sent addressed to the following:

For the County: *Pinellas County Utilities*
Attn: Interagency Request
6730 142nd Ave., N., Largo, FL. 33771
UtilitiesEquipmentRequest@pinellascounty.org

For the City:

Any party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above. Notifications,

confirmations and requests relating to specific Equipment, shall be made to the designee, if any, provided in the Equipment Catalog which shall be in compliance with Section 16 herein and may be made by e-mail.

12. *Entire Agreement*. This Agreement, including all exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids and/or understandings. There are no representations or warranties unless set forth in this Agreement. This Agreement may not be amended or altered without prior written agreement of the Parties.

13. *Severability*. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though that portion had never been a part thereof.

14. *Headings and Section References*. The headings and section references of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe, any provision hereof.

15. *Waiver*. No waiver by either party of a default or non-performance shall be deemed a waiver of any subsequent default or non-performance. No waiver shall be valid unless set forth in writing and signed by the party to be charged with waiver.

16. *Authorization*. The Parties represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that doing so does not and will not violate any other agreement or law. The Parties further represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof. The Parties warrant that the individuals with the following titles are authorized to execute Equipment Loan Forms pursuant to this Agreement.

For the County: *Pinellas County Director of Utilities (or their designee)*

For the City:

17. *Fiscal Limitations and Fiscal Non-Funding*. The expenditures made or reimbursements received pursuant to Equipment Sharing pursuant to this Agreement, shall not exceed $250,000.00. Specifically, the Agreement is between the County and said City for expenditures and reimbursements up to $250,000.00 within the County's fiscal year, absent a written amendment hereto. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the City of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

PINELLAS COUNTY FLORIDA, by and through its County Administrator

By:_____
Barry A. Burton, County Administrator

CITY/TOWN OF _____, FLORIDA

By:_____
City/Town Manager

Countersigned

By:_____
Mayor-Commissioner

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

PCAO 259372

Exhibit A

Equipment Use Form

Pursuant to the terms and conditions of that certain Interlocal Agreement for equipment use between the County and the City of _____, dated _____, the Parties agree to the use of the following Equipment:

Equipment to be loaned:

Name	License Plate /ID #	Mileage (or equivalent)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of equipment Pick-up: _____

Date by which equipment must be returned: _____

Additional Comments/Restrictions: _____

_____

_____

Representative of Provider

_____ County/City: _____

_____ Date: _____

Name and Title

Representative of Borrower

_____ County/City: _____

_____ Date: _____

Name and Title

Acknowledgement of Equipment Return by Provider Representative

Name: _____ Date: _____

Exhibit B

Sample Equipment Catalog Listing

ID	Name		Cost w/operator	Special licenses/certifications	Other restrictions/items
123	Vactor		Base cost, plus Operator's full-loaded hourly rate		

Comes with operator

Operator discretion, employer supervision

Grant funding - requirements conveyed and incorporated

Discretionary

Discretion to terminate request

Each responsible for own negligence

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Purchase Toro Sand Pro

Date: August 9, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The purchase is to replace the Toro Sand Pro 2000. The sand pro is used for ballfield maintenance at Egan Park ballfields. The original 12HP ONE CYLINDER engine has been replaced with a TWO CYLINDER that's 16-18HP. This engine is now obsolete, and very difficult to get parts for and service. Pricing for the equipment was quoted from a government cooperative purchasing agreement. Cooperative Contract Number 2017025.

Funding: 001-6104-572-5649

Requested Motion: I move to authorize the City Manager to purchase a Sand Pro 3040 in the amount of $27,474.01 from Wesco Turf that will be assigned to the Parks Division.

Attachments:

1. Westco Turf Quote

2101 Cantu Court, Sarasota FL 34232
300 Technology Park, Lake Mary FL 32746
7037-37 Commonwealth Avenue, Jacksonville FL 32220

Q-09615
Date: July 8, 2022
Expires: July 23, 2022

Prepared For:

Mandy Edmunds
Parks Supervisor
St Petersburg Beach Public Services
7581 Boca Ciega Dr
St. Pete Beach, FL 33706

Bill To:

ST. PETE BEACH, CITY OF
155 COREY AVE.
SAINT PETE BEACH, FL 33706

Ship To:

PUBLIC SERVICES
7581 BOCA CIEGA DRIVE
SAINT PETE BEACH, FL 33706

OMNIA Partners (IPA), City of Mesa Cooperative Contract Number: 2017025

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	08743	Toro Sand Pro 3040	$24,709.00	$19,273.02	$19,273.02
	1	08735	Carbide Tine Toolbar	$1,956.00	$1,525.68	$1,525.68
	1	108-8496	Leveling Blade	$592.37	$462.05	$462.05
	1	08838	Midmount Toolbar SP3040/5040	$1,897.00	$1,479.66	$1,479.66
	1	08754	QAS Finish Grader Box Blade	$3,798.00	$2,962.44	$2,962.44
	1	108-9427	QAS A-Frame Assembly	$627.13	$489.16	$489.16
	1	110-1375	Hitch/Tow Bar	$188.74	$147.22	$147.22
	1	30035	400 Hour Filter Maintenance Kit	$160.43	$125.14	$125.14
	1	TDELIVERY	Toro Delivery Fee		$504.82	$504.82
	1	TSETUP	Toro Setup Fee		$504.82	$504.82
			Total			**$27,474.01**

Terms:	Net 30
Equipment Total	$27,474.01
Sales Tax	$0.00
Totals:	$27,474.01

Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to jason.griffeth@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: _____

Date: _____

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Jason Griffeth

Commercial Sports Fields & Grounds Territory Manager
(941) 650-1256, jason.griffeth@wescoturf.com

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Rileighs Outdoor, LLC. Holiday Decorations Proposal

Date: August 9, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The City signed a 5- year lease with Clark Sales Display for City wide decorations in 2017. The agreement was part of a piggyback from the City of Treasure Island contract. The company has merged and what was once Clarks Outdoor Décor is now Rileighs Outdoor, LLC. The City of Treasure Island renewed their agreement with Rileighs Outdoor in June 2022. Based on that renewal, we recommend waiving a bid process and piggybacking on to the City of Treasure Island agreement and approving this year's proposal for $76,880.00, which includes:

- Pole Mounts for Blind Pass and 75th
- Pole Trim on Corey from Mangrove to Gulf Blvd, Mangrove from Corey to 75th
- Tree Wrap on Gulf Blvd south from 75th
- Horan Park Tree
- Pole Trim and Tree Wrap on the Bayway from Toll Booth to Gulf Blvd
- Tree in PAG park
- Pole Trims and Tree Wraps in PAG on Gulf Way and Pass-a-Grille Way from 1st to 22nd Ave
- Pole Trims on 8th, 9th, and 10th Ave in PAG
- Pole Mounts on Gulf Blvd from 75th to Bayway

Funding: 001-6106-572-5399

Requested Motion: I move to authorize the City Manager to piggyback on the City of Treasure Island Agreement and approve the Rileighs Outdoor, LLC proposal in the amount of

$76,880.00 for City wide holiday decorations.

Attachments:

1. Rileigh's Outdoor Proposal 2022
2. City of Treasure Island signed agreement with Clarks Outdoor Decor
3. SPB Piggy-Back Purchase Agreement Rileighs

QUOTE

HOLIDAY OUTDOOR DECOR

RILEIGHS OUTDOOR DECOR | TEMPLE OUTDOOR DECOR | CLARKS OUTDOOR DECOR

Company Address	PO Box 4365 Bethlehem, Pennsylvania 18018 United States	Created Date	7/8/2022
		Expiration Date	12/30/2022
		Quote Number	00008085
Prepared By	Jasmin Zuhr	Email	rddirector@stpetebeach.org
Email	jzuhr@holidayoutdoordecor.com		
Bill To Name	ST. PETE BEACH, CITY OF	Ship To Name	ST. PETE BEACH, CITY OF
Bill To	155 COREY AVE St. Pete Beach, Florida 33706 United States	Ship To	CITY OF ST PETE BEACH CITYWIDE- START AT BLIND PASS ROAD AND 75 STREET ST. PETE BEACH, Florida 33706 United States
Quote To	United States		
HTH Referral		Ship To Phone	727-363-9274

Product Code	Product	Line Item Description	Price	Quantity	Total Price
Lease-P384CBLED	54" WREATH W/COLORED BELL LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	$230.00	13.00	$2,990.00
Lease-P332WTLED	54" WREATH W/ TUBE CANDLES LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	$230.00	13.00	$2,990.00
LEASE-P-231LED	7.5' Poinsettia----LED P231LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	$230.00	13.00	$2,990.00
LEASE-P-230LED	Single Poinsettia 5 x 5 1/2 23 lbs. ----LED P230LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	$230.00	14.00	$3,220.00
Lease-PTGR25'	POLE TRIM GREEN 25'	1ST AVE TO 12TH AVE PASSAGRILLE EAST LIGHT POLES-GULF STARTING AT 22ND AVE SOUTH TO 1ST AVE 11 ON 8TH 6 ON 9TH 6 ON 10TH	$125.00	189.00	$23,625.00
Lease-BOWRV24 WB	BOW RED VINYL 24" W/BRACKET	1ST AVE TO 12TH AVE PASSAGRILLE EAST LIGHT POLES-GULF STARTING AT 22ND AVE SOUTH TO 1ST AVE 11 ON 8TH 6 ON 9TH 6 ON 10TH	$0.00	378.00	$0.00

Account Terms DUE UPON RECEIPT

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

QUOTE

HOLIDAY OUTDOOR DECOR

RILEIGHS OUTDOOR DECOR | TEMPLE OUTDOOR DECOR | CLARKS OUTDOOR DECOR

Lease-PTGR25'	POLE TRIM GREEN 25'	DOWNTOWN POLE TRIM- 40 POLE TRIMS ON COREY AVE FROM GULFBLVD TO BAY ST- 5 MANGROVE ST FROM COREY AVE TO 75TH AVE	$125.00	45.00	$5,625.00
Lease-BOWRV24 WB	BOW RED VINYL 24" W/BRACKET	DOWNTOWN POLE TRIM- 40 POLE TRIMS ON COREY AVE FROM GULFBLVD TO BAY ST- 5 MANGROVE ST FROM COREY AVE TO 75TH AVE	$0.00	90.00	$0.00
Lease-PTRD25'	POLE TRIM RED 25'	24- MEDJOOL PALMSIN MEDIANS ON GULF BLVD SOUTH OF 75TH ST WRAPPED WITH GARLAND AND BOWS	$205.00	24.00	$4,920.00
Lease-BOWRG24 WB	BOW RED GLITTER 24" W/BRACKET	24- MEDJOOL PALMSIN MEDIANS ON GULF BLVD SOUTH OF 75TH ST WRAPPED WITH GARLAND AND BOWS	$0.00	48.00	$0.00
Lease-SSPT18C7MULTILED	Panel Tree 18' C7 MULTI LED	HORAN PARK TREE- 22' PANEL TREE INCLUDING 4'STAR NATURAL BRANCH GARLAND 935 C7 LED MULTI LIGHTS 306 TRADITIONAL COLORED ORNAMENTS	$5,830.00	1.00	$5,830.00
Lease-PTRD25'	POLE TRIM RED 25'	PINELLAS BAYWAY FROM TOLL BOOTH TO GULF BLVD- 8 MEDJOOL PALMS WRAPPED IN MEDIANS	$156.00	25.00	$3,900.00
Lease-BOWGG24 WB	BOW GOLD GLITTER 24" W/BRACKET	75'- 9 RED RED GARLAND WITH BOWS- PASS A GRILLE PARK TREE- SHUFFLE BOARD PARK BETWEEN 8TH AND 11TH AVE INSTALL AT BUS STOP AREA NEAR PARADISE GRILLE	$0.00	8.00	$0.00
Lease-PTRD25'	POLE TRIM RED 25'	75'- 9 RED RED GARLAND WITH BOWS- PASS A GRILLE PARK TREE- SHUFFLE BOARD PARK BETWEEN 8TH AND 11TH AVE INSTALL AT BUS STOP AREA NEAR PARADISE GRILLE	$205.00	8.00	$1,640.00
Lease-SSPT14C7MULTILED	Panel Tree 14' C7 MULTI LED	17' PANEL TREE INCLDING 3' 3D STAR NATURAL BRANCH GARLAND 689 C7 MULTI LIGHTS 150 TRADITIONAL COLORED ORNAMENTS	$3,510.00	1.00	$3,510.00
Lease-BOWOUT18WWGT	BOW OUTDURA 18" W/WIRE GOLD TRIM	PLACE ON 17' PANEL TREE INCLDING 3' 3D STAR NATURAL BRANCH GARLAND 689 C7 MULTI LIGHTS 150 TRADITIONAL COLORED ORNAMENTS	$0.00	10.00	$0.00
Lease-P384CBLED	54" WREATH W/COLORED BELL LED	68 LARGE LIGHTS POLES ON GULF FROM COREY AVE TO PINELLAS BAY WAY	$230.00	18.00	$4,140.00
	4.5' Candle Wreath	68 LARGE LIGHTS POLES ON GULF FROM COREY			

Account Terms DUE UPON RECEIPT

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

QUOTE

HOLIDAY OUTDOOR DECOR

RILEIGHS OUTDOOR DECOR | TEMPLE OUTDOOR DECOR | CLARKS OUTDOOR DECOR

LEASE-P-332LED	(14-4-2)----LED P332LED	AVE TO PINELLAS BAY WAY	$230.00	16.00	$3,680.00
LEASE-P-231LED	7.5' Poinsettia----LED P231LED	68 LARGE LIGHTS POLES ON GULF FROM COREY AVE TO PINELLAS BAY WAY	$230.00	17.00	$3,910.00
LEASE-P-230LED	Single Poinsettia 5 x 5 1/2 23 lbs. ----LED P230LED	68 LARGE LIGHTS POLES ON GULF FROM COREY AVE TO PINELLAS BAY WAY	$230.00	17.00	$3,910.00

Comments FIVE (5) YEAR LEASE- 2022/2023/2024/2025/2026- PIGGY BACK ON TREASURE ISLAND

Subtotal	$76,880.00
Total Price	$76,880.00
Grand Total	$76,880.00

Terms and Conditions

Holiday Outdoor Decor shall comply with the specifications above. All work shall be completed in a professional manner according to standard industry practices. Modifications to the above specifications may incur additional costs and will require an executed change order. Holiday Outdoor Decor shall not be responsible for any failure or delay caused by any reason beyond its control. Owner shall have sole responsibility to insure itself and its property against damages or injury. HOLIDAY OUTDOOR DECOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, NOR SHALL IT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES UNLESS DIRECTLY CAUSED BY HOLIDAY OUTDOOR DECOR NEGLIGENCE OR MISCONDUCT. IN NO EVENT WILL HOLIDAY OUTDOOR DECOR BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT WHICH EXCEEDS THE VALUE OF THIS PROPOSAL.

Account Terms DUE UPON RECEIPT

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

Barley Snyder

ATTORNEYS AT LAW

213 MARKET STREET, 12TH FLOOR
HARRISBURG, PA 17101
TEL (717) 231-6603 FAX (717) 344-5373
WWW.BARLEY.COM

Abby Tucker, Esquire
Direct Dial Number: (717) 399-1530
E-mail: atucker@barley.com

To Whom It May Concern:

As of June 30, 2021, Rileighs Outdoor, LLC and Clark Sales Display, Inc. entered into an asset sale through which Rileighs Outdoor, LLC purchased all of the assets of Clark Sales Display, Inc. Following this transaction, the two companies have merged their operations with Rileighs assuming all of the business and continuing all of the activities of Clark Sales Display. Enclosed herein you will find a copy of the Bill of Sale, Assignment and Assumption Agreement whereby Rileighs Outdoor, LLC assumed all of the assets and liabilities of Clark Sales Display.

Should you need any further information regarding this matter, please contact me.

Very truly yours,

Abby Tucker

Abby Tucker

ALT:

Enclosure

RENEWAL AND FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND CLARK SALES DISPLAY, INC PERTAINING TO HOLIDAY DECORATIONS YEARS 2017 THROUGH 2021

This Renewal and First Amendment to Contract Between the City of Treasure Island and Clark Sales Display, Inc Pertaining to Holiday Decorations Years 2017 Through 2021 (**First Amendment**) is made and entered into effective as of 19th of July, 2022 (**Effective Date**), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida, whose address is: 120 108th Avenue, Treasure Island, FL 33706 (**City**) and Rileighs Outdoor, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 1053 N Plymouth St., Allentown, PA 18109, as successor in interest to Clark Sales Display, Inc, a Florida corporation (**Contractor**)(collectively, the **Parties**) who hereby agree as follows:

WITNESSETH

WHEREAS, the City and Contractor's predecessor in interest entered into that certain Contract Between the City of Treasure Island and Clark Sales Display, Inc Pertaining to Holiday Decorations Years 2017 Through 2021, dated May 2, 2017 for the leasing, installation, removal, and storage of holiday decorations for the City (**Contract**); and

WHEREAS, the Contractor's predecessor in interest notified the City that it had entered into an asset sale to Contractor, wherein Contractor was purchasing all of the assets and assuming all of the business obligations and activities of the predecessor in interest; and

WHEREAS, the Contract provides that the Contract is only assignable by the Contractor upon consent of the City and the City consents to the assignment of the Contract to the Contractor; and

WHEREAS, all capitalized words used in this First Amendment that are not otherwise defined herein shall have the meaning provided in the Contract; and

WHEREAS, the Parties desire to renew and amend the Contract in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated by reference.

2. Renewal and Amendment to Term. The Contract is hereby renewed for three additional years on the terms stated herein for a total renewal term effective May 2, 2022 and continuing in full force and effect until May 2, 2025.

3. Amendment to Scope of Work. Section 1 is hereby amended as follows:

The following are the items to be completed under this project:

1. The Contractor shall be responsible for the leasing, installing, removing and storing all holiday decorations, including pole mount decorations, pole banners and Christmas trees for the City.
2. The Contractor will provide the City with the option to choose from an inventory of different designs from a catalogue for banners and pole decorations prior to July 1st of each year.
3. The Contractor shall equip all pole mount hardware with up to 6 stainless steel bands per pole bracket.
4. The Contractor shall fit all pole decorations with energy saving LED lights at no additional cost to the City.
5. The Contractor shall install all holiday decorations the week after Thanksgiving (November) and shall remove all holiday decorations after New Year's (January) by the 15th of the month.
6. The installation, removal and storage of the holiday products more particularly described in Exhibit A. Any terms other than Product Code, Product, in Exhibit A conflict with the Contract, the Contract shall prevail.

   a) The Christmas tree for City Hall shall be a 14' panel tree with a full base and shall include a 3' 3D star, natural garland, and multi-colored LED lights (1200 watts/10 amps). The Tree shall be completed with over 150 traditional colored ornaments sized from 4" to 8".

   b) The Contractor shall install ten (10) Holiday Banners on poles along Treasure Island Causeway, located at 107th Avenue.

   c) The Contractor shall install ninety-three (93) Holiday Pole Mount Decorations, which are 6' to 8' in size, along Gulf Boulevard from John's Pass to West Gulf Boulevard including Sunset Beach and along 108th; and at the entrance to each of the following neighborhoods: Paradise, Sunset Beach, Palms and Capri.

   d) Four 6' lighted LED wreaths shall be placed on all 4 sides of the Clock Tower and red/white garland wrapped with bows on the clock tower columns, light poles and palm trees along 107th Avenue

   e) Two 5' X 5' LED Dreidels shall be placed at 108th Avenue and Gulf Boulevard and 96th Avenue and Gulf Boulevard in front of the 7-Eleven Convenience Store.

4. Amendment to Compensation. Section 5 is hereby amended as follows:

a. The amount to be paid under this Contract shall be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration herein, a Not To Exceed Amount of:

2017 $ 23,495.00
2018 $ 23,495.00
2019 $ 23,495.00
2020 $ 23,495.00
2021 $ 23,495.00
2022 $ 33,100.00
2023 $ 33,100.00
2024 $ 33,100.00

Proposal for HOLIDAY DECORATION YEARS 2017 THROUGH 2024 is at the contractors cost and expense, to complete all the work, furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached bid. The CITY shall have at all time, full opportunity to inspect the materials to be furnished and the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Services to be performed in accordance with this CONTRACT are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

5. Additional Terms of First Amendment.

5.1. All other terms and conditions of the Contract not specifically amended by this First Amendment shall remain in full force and effect and shall be equally applicable to this First Amendment. In the event of a conflict between the Contract and this First Amendment, this First Amendment shall govern and control.

5.2. The Parties represent and warrant that they are authorized to enter into this First Amendment without the consent or joinder of any other person or entity and that the individuals executing this First Amendment have full power and authority to bind their respective parties hereto.

5.3. This First Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This First Amendment may be executed by electronic signature technology and such

electronic signature shall act as the Parties' legal signatures on this First Amendment and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

City of Treasure Island, Florida

Amy L Davis

Amy Davis, City Manager

CITY OF TREASURE ISLAND ★ FLORIDA
SEAL
INCORPORATED 1955

Attest:

Celine Kidwell

, City Clerk

Rileighs Outdoor, LLC

Jasmin Zuhr

Signature

Jasmin Zuhr

Print or Type Name

VP Sales Southeast

Title

EXHIBIT A

HOLIDAY OUTDOOR DECOR

RILEIGHS OUTDOOR DECOR | TEMPLE OUTDOOR DECOR | CLARKS OUTDOOR DECOR

Company Address	PO Box 4365 Bethlehem, Pennsylvania 18018 United States	Created Date	5/11/2022
		Expiration Date	12/30/2022
		Quote Number	00007337
Prepared By	Jasmin Zuhr	Email	chayduke@mytreasureisland.org
Email	jzuhr@holidayoutdoordecor.com		
Bill To Name	TREASURE ISLAND	Ship To Name	TREASURE ISLAND
Bill To	CITY OF TREASURE ISLAND ATTN: ACCOUNTS PAYABLE 120 108TH AVE Treasure Island, Florida 33706 United States	Ship To	CITY OF TREASURE ISLAND ATTN: ACCOUNTS PAYABLE 120 108TH AVE TREASURE ISLAND, Florida 33706 United States
Quote To	United States	Ship To Phone	727-547-4575 X238
HTH Referral			

Product Code	Product	Line Item Description	Price	Quantity	Total Price
Lease-PMCS113XLED	8' HOLIDAY DOLPHIN LED		$230.00	23.00	$5,290.00
Lease-SSCS26LED	SAILBOAT LED		$230.00	23.00	$5,290.00
LEASE-SSCS-130LED	Snowflake Anchor---LED		$230.00	23.00	$5,290.00
Lease-PMTL86LED	8' PALM TREE W/ PACKAGE LED		$230.00	24.00	$5,520.00
Lease-BF315-2SIDE	6' WREATH W/ DÉCOR ON EACH SID	CLOCK TOWER -4 SIDES	$350.00	4.00	$1,400.00
LEASE-SSRC-41LED	5' x 5' Silhouette Dreidel- - LED SSRC41 LED		$205.00	2.00	$410.00
Lease-SSLF62LED	HAPPY HOLIDAY BANNER 26' X 8' LED	10 HOLIDAY BANNERS INSTALLED ALONG ST JAMES BRIDGE AND 107TH APPROACH	$135.00	10.00	$1,350.00
	Panel Tree 14'----LED	LEASE PANEL TREE MULTI COLORED LIGHTS 3' 3D			

Account Terms DUE UPON RECEIPT

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

QUOTE

HOLIDAY OUTDOOR DECOR

RILEIGHS OUTDOOR DECOR | TEMPLE OUTDOOR DECOR | CLARKS OUTDOOR DECOR

LEASE-SSPT-14LED	SSPT-14 LED	STAR WITH ORNAMENTS	$3,510.00	1.00	$3,510.00
C-GARLAND	Garland	28 RED/ WHITE ALTERNATING COLORS POLES WRAPPED WITH 2 BOWS	$125.00	28.00	$3,500.00
C-GARLAND	Garland	CANDY CANE WRAPPED COLUMNS ON 4 COLUMNS EACH SIDE OF CLOCK TOWER	$55.00	16.00	$880.00
C-GARLAND	Garland	ISLE OF PALMS 2 PC RED/ 2 PC WHITE CANDY CANE GARLAND	$55.00	4.00	$220.00
C-GARLAND	Garland	107TH EAST 2 LARGE PALM TREES APPROACHING CLOCK TOWER WRAPPED RED & WHITE CANDY CANE	$55.00	8.00	$440.00

Comments

THREE YEAR LEASE PRICE 2022/2023/2024
3% INCREASE ANNUALLY DUE TO COST OF GOODS - install between 11/1-11/15

Subtotal	$33,100.00
Total Price	$33,100.00
Grand Total	$33,100.00

Terms and Conditions

Holiday Outdoor Decor shall comply with the specifications above. All work shall be completed in a professional manner according to standard industry practices. Modifications to the above specifications may incur additional costs and will require an executed change order. Holiday Outdoor Decor shall not be responsible for any failure or delay caused by any reason beyond its control. Owner shall have sole responsibility to insure itself and its property against damages or injury. HOLIDAY OUTDOOR DECOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, NOR SHALL IT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES UNLESS DIRECTLY CAUSED BY HOLIDAY OUTDOOR DECOR NEGLIGENCE OR MISCONDUCT. IN NO EVENT WILL HOLIDAY OUTDOOR DECOR BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT WHICH EXCEEDS THE VALUE OF THIS PROPOSAL.

Account Terms DUE UPON RECEIPT

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

CITY OF ST. PETE BEACH, FLORIDA
AGREEMENT TO "PIGGY-BACK"

Holiday Light Decoration

The City of St. Pete Beach, (hereinafter "City") enters this Agreement to "piggy-back" (the "Agreement") with Rileighs Outdoor, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "Parties."

WHEREAS, Vendor is currently under contract with City of Treasure Island for Holiday Light Decorations (the "Purchase Agreement Contract").

WHEREAS, the City desires to purchase from Vendor the Holiday Light Decorations.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the Purchase Agreement Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Purchase Agreement Contract.

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

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

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

2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

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

    a. Vendor's original contract (Exhibit "A")
    b. Florida Public Records Law (Exhibit "B")

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

As to Vendor:
Rileigh's Outdoor Decor

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

With Copy To:
jzuhr@holidayoutdoordecor.com

With Copy To:
cityattorney@stpetebeach.org

5. 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.

[SIGNATURE PAGE TO FOLLOW]

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

Rileigh's Outdoor Decor

Signature: _____

By: _____

Its: _____

Date: _____

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Andrew Dickman
City Attorney

ATTEST:

_____
Amber LaRowe
City Clerk

EXHIBIT "A"

(Vendor's Original Contract)

EXHIBIT "B"

(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.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	License Agreement with the Don Ce-Sar Property Owners Corporation (DCPOC) for emergency access.
Date:	August 9, 2022
Prepared By:	Matthew McConnell, Assistant City Attorney
Through:	Alex Rey, City Manager
Summary of Issue:	The attached proposed Agreement allows the City of St. Pete Beach to continue utilizing a portion of DCPOC's real property for purposes of ingress and egress to the sandy beach at approximately 35th street for the City's police and fire emergency and rescue vehicles. The City will be permitted to use the property for an initial term of five (5) years with two additional five (5) year renewal terms without any financial compensation.
Requested Motion:	I move to approve the License Agreement with DCPOC and authorize the City Manager to execute the same.
Attachments:	License Agreement with DCPOC
Reviewed by the City Manager	_____

AGREEMENT FOR EMERGENCY ACCESS

This is an Agreement (the "Agreement") made and entered into as of this ____ day of _____, 2022, ("Effective Date") by and between the Don Ce-Sar Property Owners Corporation ("DCPOC" or "Licensor"), a not-for-profit corporation, and the City of St. Pete Beach (the "City" or "Licensee"), a duly authorized municipal corporation under the laws of the State of Florida. The DCPOC and City together shall be referred to as the "parties."

WITNESSETH:

WHEREAS, DCPOC is the fee simple owner of real property known and described as:

> Block "M", of the plat of DON CE-SAR PLACE, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida, LESS THAT PORTION of Block "M" lying between Lot 8, Block 1, DON CE-SAR PLACE, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida, and the waters of the Gulf of Mexico and bounded on the North and South by the Westerly extension of the Northerly and Southerly boundaries of said Lot 8, Block 1, as more fully described in that Deed dated January 29, 1975 and recorded March 25, 1975 in Official Records Book 4272, Page 1055, of the public records of Pinellas County, Florida,
>
> and
>
> Block "N", of the plat of Don Ce-Sar Place, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida,

(the "Property");

WHEREAS, the City has, at times, utilized a portion of the Property (the "Access Area") identified in the attached Exhibit A for ingress and egress to the beach for its emergency vehicles, including police, fire, and rescue services;

WHEREAS, the City and the DCPOC are parties to a Memorandum of Understanding (the "MOU"), detailing the City and the DCPOC's intent to coordinate with respect to matters involving the Property;

WHEREAS, the parties seek to obtain a formal agreement for use of the Access Area; and

WHEREAS, the DCPOC, as the fee simple owner of the Property, seeks to identify the terms and conditions under which it will permit the City to continue to use the Access Area through this Agreement.

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

1. **Recitals**: The recitals set forth above are incorporated herein by reference.

2. **Grant of License**: DCPOC does hereby grant the City, and the City does hereby accept from DCPOC, a revocable license for use of the Access Area for the specific purpose of ingress and egress for its or its contractor's emergency and rescue vehicles for a term of five (5) years from the date of execution of this Agreement. The City, as licensee, acknowledges that it does not have, nor does this Agreement allow it to acquire, any prescriptive rights or other property rights or claims to the Access Area or Property. Moreover, the City acknowledges that DCPOC has no authority or right to provide the City access to the Access Area or Property through the property owned by HHR St. Pete Beach, LLC.

3. **Duration and Term of Access**: The license is granted, without fee or charge to the City, for a term of five (5) years from the Effective Date of this Agreement or until a notification of its revocation by DPCOC is provided to the City. Such notice of revocation shall be provided at least sixty (60) days prior to such revocation. This Agreement will automatically renew for no more than two (2) additional five (5) year periods upon the same terms and conditions (the "Renewal Term"). If either party does not wish for any such renewal, such party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.

4. **Use of the Property**: DCPOC and the other owners in the Don Cesar Place Subdivision retain the right to use the Property, including the Access Area. Both parties shall refrain from blocking the Access Area or any portion of the Property, unless required to protect public safety or address an emergency. To the extent that the City intends to block the Access Area for any length of time exceeding twenty-four (24) hours, the City shall provide notice to DCPOC.

5. **Maintenance of Access Area**: The DCPOC shall continue to be responsible for any maintenance of the Access Area. However, to the extent that the City's use of the Access Area necessitates repairs or additional maintenance to the Access Area, the City shall notify DCPOC of the necessary repairs and/or maintenance in writing and give fourteen (14) day notice to DCPOC to consent. DCPOC will not unreasonably withhold consent of such necessary repairs and/or maintenance. The City's repair and/or maintenance of the Access Area shall not in any event provide or create any rights under Section 95.361, Florida Statutes.

6. **Indemnification**: DCPOC shall not be liable for any injury, damage, or loss on the Property or Access Area suffered by the City, City employees, agents, or contractors by virtue of the City or its contractor's use of the Access Area. The City indemnifies and holds DCPOC harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees that are incurred by the DCPOC arising out of any claim

related to (a) this Agreement (which shall not include a cause of action initiated by the City for breach of this Agreement), (b) any negligent or more culpable act or omission of the City in connection with its performance of its obligations or exercising its rights under this Agreement, (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of the City, its personnel, agents, contractors, or employees, or (d) any failure by the City, its personnel, agents, contractors or employees to comply with any applicable federal, state, or local laws, regulations, or codes.

7. **Waiver of Sovereign Immunity**: Nothing herein shall be deemed a waiver of sovereign immunity afforded to the City pursuant to Florida Statute 768.28.

8. **Notices**: Any and all notices required by this Agreement shall be sent via U.S. Mail and via e-mail. Such notice shall be sent as follows:

To DCPOC:	Don Ce-Sar Property Owners Corporation c/o President P.O. Box 67015 St. Petersburg, Florida 33736 president@dcpoc.org
with a copy to:	Bartlett Loeb Hinds & Thompson, PLLC c/o Allison Doucette 100 N. Tampa Street, Suite 2050 Tampa, Florida 33602 allisond@blhtlaw.com
To the City:	City of St. Pete Beach Attn: City Manager 155 Corey Avenue St. Pete Beach, Florida 33706
With a copy to:	City of St. Pete Beach c/o City Attorney 155 Corey Avenue St. Pete Beach, Florida 33706 **cityattorney@stpetebeach.org**

9. **Entire Agreement**. This Agreement shall constitute the entire agreement between DCPOC and the City regarding the DCPOC's grant of ingress and egress access to the Property as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding unless approved in writing by an authorized representative of both the DCPOC and the City.

10. **Counterparts**. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed 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 matter related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

11. **Exhibits.** The following Exhibit shall be attached, incorporated, and made a part of this Agreement: Access Area (Exhibit "A")

12. **Severability.** 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.

13. **Jurisdiction, Venue, Compliance with Applicable Laws.** This Agreement shall be governed and construed according to the laws of the State of Florida including but not limited to all local laws, legal requirements set forth in Chapter 119, Florida Statutes, Public Records and all other applicable state laws. Venue for any action arising herefrom shall be in Pinellas County, Florida.

14. **Assignment.** This Agreement shall be binding upon the parties and shall not be assigned or any of the rights or duties under this Agreement assigned without the express written consent of the City or the DCPOC, as applicable.

15. **Authority.** The parties hereby acknowledge that the person executing this Agreement on behalf of each party has the full authority to do so and to bind the parties to the terms hereof.

16. **Amendments.** This Agreement may be amended or modified only in writing signed by all parties hereto. This Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

DON CE-SAR PROPERTY OWNERS CORPORATION	**CITY OF ST. PETE BEACH**
By:_____	By:_____
Name: _____	Name: _____
Title:_____	Title:_____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	ATTEST:
_____ Andrew Dickman City Attorney	_____ Amber LaRowe City Clerk

EXHIBIT A

Area of ingress/egress between blue lines (20’ wide sand path)

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2022-13: Public Meeting Rules and Procedures

Date: August 9, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: On April 12, 2022, the City Clerk held a workshop to discuss reviewing the current rules and procedures for Commission meetings. Changes have been made to include the board and committee meetings.

The following changes were made:

- Section 2: Workshops and Special Meetings
- Section 7: Preparation of Agenda & Order of Business
    - Outlines when the items for agendas are provided to City Clerk
    - Establishes when agenda packets will be electronically available
    - Order of business reflects what is currently being done and includes the approval of the agenda
- Section 8: Rules of Debate
    - Included two turns per topic with a maximum of 10 minutes per turn to debate an item
    - Included no debate a second time until everyone else has had a turn to speak about an item at least once
- Section 9: Rules for Public Comment
    - Speaker card submittal
    - No back and forth discussion
    - Decorum
        - To refer to what orderly conduct and decorum looks like and what is prohibited
- Section 10: Parliamentary Procedure
- Section 11: Suspension and Construction of Rules

- Section 12: Adjournment
    - No meeting shall continue past 10:00 pm without approval of the majority of members present

Funding: NA

Requested Motion: I move to adopt Resolution 2022-13.

Attachments:

1. Res 2022-13 Rules of Procedure
2. Resolution 2022-13 - Exhibit A

RESOLUTION 2022-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS AND BOARD AND COMMITTEE MEETINGS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach City Charter and Code of Ordinances requires the City Commission and its Boards and Committees to adopt rules of procedure.

WHEREAS, the City Commission of the City of St. Pete Beach hereby adopts the Rules of Procedure for City Commission meetings and Board and Committee meetings as "Attachment A" provided herewith.

WHEREAS, this resolution supersedes all previously adopted resolutions of rules of procedure for City Commission meetings, including Resolution 2014-04.

WHEREAS, these Rules of Procedure are intended to govern all Commission, Board and Committee meetings, unless different procedures are specifically provided for in the City Charter, Code, State or Federal Statute.

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

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

SECTION 2. The City Commission hereby adopts the attachment labeled "Exhibit A" as the Rules of Procedure for City Commission meetings and Board and Committee meetings.

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2022.

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

_____

Alan Johnson, Mayor

ATTEST:

_____
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Andrew Dickman, City Attorney

SECTION ONE (1) REGULAR MEETINGS

a. TIME FOR COMMISSION.
The City Commission of the City of St. Pete Beach shall hold regular meetings on the second and fourth Tuesday of each month at the hour of 6:00 p.m. Meetings may be rescheduled by a majority vote of the Commission, as long as a minimum of two meetings occur in each month pursuant to the City's Charter. When the day fixed for any regular meeting of the Commission falls on the date designated by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meetings shall be held at the same hour on the next succeeding business day. All meetings of the Commission shall adhere to the parliamentary procedures established by Roberts Rules of Order.

b. TIME FOR BOARD/COMMITTEES.
Each Board and Committee of the City of St. Pete Beach shall hold regular meetings as outlined in Chapter 22 of the City of St. Pete Beach's Code of Ordinances. All meetings of the City Boards and Committees shall adhere to the parliamentary procedures established by Roberts Rules of Order.

c. PLACE.
All meetings of the Commission, Boards and Committees shall be held in the City Hall Commission Chambers located at 155 Corey Avenue, St. Pete Beach, Florida or in some other duly designated location.

SECTION TWO (2) WORKSHOPS & SPECIAL MEETINGS.

Workshops may be held upon the request of the Commission, Board, Committee or Charter Official. Notice of said Workshop must be posted at City Hall no less than seventy-two (72) hours prior to the date of the Workshop.

Special meetings may be held upon the call of the Mayor-Commissioner. Notice must be posted no less than twenty-four (24) hours prior to said Special meeting. Notice shall be sent to each commission member and posted at City Hall. Special meetings held as a result of a State of Emergency may be called within twenty-four (24) hours of said meeting and Notice will be provided accordingly.

SECTION THREE (3) PRESIDING OFFICER/CHAIR-DUTIES.

The Presiding Officer of the Commission shall be the Mayor or in his/her absence the Vice Mayor. The Presiding Officer shall preserve strict order and decorum at all meetings of the Commission. The Presiding Officer shall state every substantive question or business coming before the Commission, announce the decision of the Commission on all subjects and decide all procedural questions of order; subject, however, to an appeal to the Commission upon such questions in which a majority vote of the Commission shall conclusively govern and determine such procedural question of order. The Presiding Officer shall vote on all questions, their name being called last.

Each Board and Committee shall appoint a Chair and Vice Chair annually. The Chair shall preserve strict order and decorum at all meetings. He/she shall state every substantive question or business coming before the Board or Committee, announce the decision of the Board or Committee on all subjects and decide all procedural questions of order; subject, however, to an appeal to the Board or Committee upon such procedural questions in which a majority vote of the Board or Committee shall conclusively govern and determine such question of order. The Chair shall vote on all questions, their name being called last.

SECTION FOUR (4) QUORUM.

A majority of the Commission, Board or Committee shall constitute a quorum; but a small number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Commission, Board or Committee. Unless a higher number is required by law, no action of the Commission, Board or Committee shall be taken except as otherwise adopted by the affirmative vote of the majority of a quorum present, except for the Board of Adjustment which shall require 3 votes for every item heard, pursuant to Section 22-39 of the City's Code of Ordinances.

SECTION FIVE (5) CALL TO ORDER- PRESIDING OFFICER/CHAIR.

The Mayor or in his/her absence, the Vice Mayor, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Commission meeting to order. In the absence of the Mayor and Vice Mayor, a Temporary Chair shall be selected by the members of the Commission present, and the City Clerk shall call the Commission hearing to order. Upon arrival of the Mayor or Vice Mayor, the Temporary Chair shall immediately relinquish the chair upon the conclusion of the item presently before the Commission.

For City Boards and Committees, the Chair or in his/her absence, the Vice Chair, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Board/Committee meeting to order. In the absence of the Chair and Vice Chair, a Temporary Chair shall be selected by the members of the Board/Committee present, and the Clerk for the Board shall call the meeting to order. Upon arrival of the Chair or Vice Chair, the Temporary Chair shall immediately relinquish the chair upon the conclusion of the item presently before the Board/Committee.

SECTION SIX (6) ROLL CALL.

Before proceeding with the business of a Commission, Board, or Committee meeting, the City Clerk or Clerk for the Board shall call the roll of the members and the names of those present shall be entered into the minutes.

SECTION SEVEN (7) PREPARATION OF AGENDA & ORDER OF BUSINESS.

a. PREPARATION OF AGENDA FOR COMMISSION:
Unless a specific schedule is established by code or law, items for the Commission Agenda shall be provided to the City Clerk 14 calendar days prior to the meeting. Commission Agenda packets will be in electronic format and posted to the City's website 5 calendar days prior to the scheduled meeting except when legally observed holidays or exigent circumstances delay the distribution. Updates or changes to the agenda materials may be placed on the dais and made available to the public prior to or at the regularly scheduled Commission meetings.

b. PREPARATION OF AGENDA FOR BOARDS/COMMITTEES:
Unless specific schedule is established by code or law, items for Board or Committee Agendas shall be provided to the City Clerk 7 calendar days prior to the meeting. Board and Committee Agenda packets will be in electronic format and posted to the City's website 5 calendar days prior to the scheduled meeting except when legally observed holidays or exigent circumstances delay distribution. Historic Preservation Board agendas are posted 10 calendar days prior to the scheduled meeting.

c. ORDER OF BUSINESS:
All meetings of the Commission and Board/Committee shall be open to the public, except those that are exempt under Florida Statute. On the day of each meeting, the members of the Commission, Board, or Committee shall take their regular places and the business of the day shall be taken up for consideration and disposition in the following order, unless code or law requires differently:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Presentations
5. Approval of the Agenda
6. Non-Agenda Item Public Comment
7. Consent Agenda
8. Regular Meeting Items
9. Reports of Elected/Appointed Officials and Charter Officers
10. Adjournment

As an effective procedure to handle routine matters expeditiously, a consent agenda shall be used whenever possible. All items on the consent agenda will be enacted by one motion at the regular meeting. Items may be removed from the consent agenda during "Approval of the Agenda" for further discussion, changes, and/or anticipation of a non-unanimous vote.

SECTION EIGHT (8) RULES OF DEBATE.

a. DEBATE:
Action on items before the Commission, Board, or Committee shall be commenced

without necessity for an oral motion by any Commission, Board, or Committee member. The item can be opened at any time by the Presiding Officer/Chair for discussion. At the conclusion of discussion, action shall be concluded by a roll call vote or voice vote, unless roll call vote is required by code or law. The Commission, Board, or Committee member making or seconding the motion being voted on shall not be required to vote in favor of said motion.

Each Commission, Board, or Committee member will have a maximum of two (2) opportunities with ten (10) minutes per opportunity to speak. No Commissioner or Board/Committee member shall speak a second time until all others have had an opportunity to speak.

b. PRESIDING OFFICER/CHAIR – DEBATE AND MOTIONS:
The Presiding Officer/Chair may vote, second, and debate and shall not be deprived of those rights and privileges by reasons of acting as the Presiding Officer/Chair.

c. OBTAINING THE FLOOR – IMPROPER REFERENCE TO BE AVOIDED:
Every member of the Commission, Board, or Committee desiring to speak shall address the Presiding Officer/ Chair and upon recognition of the Presiding Officer/Chair shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language. Each member of the Commission, Board, or Committee must maintain decorum towards each other.

d. INTERRUPTIONS:
A member of the Commission or Board/Committee, once recognized, should not be interrupted when speaking unless it is to call him/her to order or as herein otherwise provided. If a member of the Commission or Board/Committee, while speaking is called to order, he/she shall cease speaking until the question of order is determined; if such question is determined to be in order, he/she shall be permitted to proceed.

e. WITHDRAW OF MOTIONS:
Any motion before the Commission or Board/Committee may be withdrawn at any time prior to a vote being taken thereon by the Commissioner or Board/Committee member making the motion, upon agreement by the Commissioner or Board/Committee member seconding the motion to withdraw his/her second.

A motion may also be withdrawn by dying on the floor for lack of second.

f. AMENDING OF MOTIONS:
At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission or Board/Committee shall, at the conclusion of discussion, first vote on the amended motion and then upon the original motion as amended. An amending motion may be withdrawn in the same manner as set forth in sub-paragraph (e) above.

g. MOTION TO RECONSIDER:
A motion to reconsider any action taken by the Commission or Board/Committee may be made only on the day such action was taken. It may be made either immediately during the same session or at a recessed or adjourning session thereof. Such motion must be made by one on the prevailing side but may be made at any time and have precedence over all other motions or while a member of the Commission or Board/Committee has the floor; it shall be debatable. Nothing herein contained shall be construed to prevent any member of the Commission or Board/Committee from making or remaking the same or any other motion at a subsequent meeting of the Commission or Board/Committee.

h. VOTING CONFLICT:
No member of the Commission or Board/Committee who is present at any meeting at which an official decision, ruling, or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act, and a vote shall be recorded or counted for each member present except when, with respect to such member, there is, or appears to be a possible conflict of interest under the provisions of Chapter 112, Florida Statutes, as amended. In such cases, such members shall comply with the disclosure requirement as governed by the Florida Statutes.

SECTION NINE (9) RULES FOR PUBLIC COMMENT.

These rules shall govern the conduct of persons attending all public meetings. These rules shall not apply to employees or agents of the City who are present at the meeting for the purpose of reporting on an agenda item or other subject that the Presiding Officer or the Commission determines is appropriate.

The City recognizes the importance of protecting the right of its citizens to express their opinions on the operation of City government and encourage citizen participation in the local government process. The City Commission and Boards/Committees recognize that meetings are held in the public and are not of the public; this means that the City Commission and Boards/Committees also recognize the need to conduct orderly and efficient meetings to complete City business in a timely and proper manner.

a. INTENT:
These rules are intended in part to implement Section 286.0114, Florida Statutes, which requires that the parties be given a reasonable opportunity to be heard on a proposition before a board or commission.

b. RECOGNITION:
- Anyone wishing to make a public comment during any public meeting shall complete a speaker card and then provide it to the City Clerk/Clerk for the Board. Once called, the speaker shall come to the podium and state their name and address for the record. No person shall be recognized to comment on an agenda item until the Presiding Officer/Chair opens the item for public comment.

- No person shall be permitted to enter into any discussion with a member of the Commission or Board/Committee. The Commission may discuss a matter, assign it to a Committee, or refer it to the City Manager/Clerk for review and comment.
- All remarks shall be made to the Commission or Board/Committee through the Presiding Officer or Chair.

c. TIME LIMIT:

- A person is limited to three (3) minutes for public comment on any one agenda item.
- If speaking on behalf of an organization, members of the organization must be present. The spokesperson shall be allowed ten (10) minutes if there are a minimum of four (4) members of the organization present.
- The City Clerk/Clerk for the Board shall be responsible for keeping the time and the Presiding Officer/Chair shall advise the person when their time has run out.

d. DECORUM:

It shall be prohibited for any person to disturb or interrupt any meeting or otherwise fail to comport with the Rules and Procedures herein. The use of obscene or profane language, physical violence, or the threat thereof, or other loud and boisterous behavior is prohibited. Clapping, applauding, heckling or verbal outburst in support or opposition to a speaker or his/her remarks is prohibited. The Presiding Officer/Chair shall be responsible for ensuring decorum at the meeting. A failure to comply with any lawful decision of the Presiding Officer/Chair shall constitute a disturbance and that person shall be declared out of order and She/he shall relinquish the podium immediately. If the person does not do so, she/he is subject to removal from the Commission Chambers and/or the location of said meeting.

e. SIGNS, PLACARDS, BANNERS:

For public safety purposes, no signs or placards mounted on sticks, posts or similar structures shall be allowed in the City Commission meeting rooms. Other signs, placards, banners, shall not disrupt meetings or interfere with others' visual rights.

f. CAMERAS:

The City reserves the right to designate the placement of video, still or phone cameras within the Commission Chamber to minimize disruptions at the public meeting. The use of cell phones in the Commission Chamber is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those on the dais, must exit the Commission Chamber to answer incoming cell phone calls.

g. PENALTY:

Any person determined by the Presiding Officer to be in violation of these rules, or engaging in acts that are deemed, by the Presiding Officer or Chair, to be a nuisance, a personal attack on any member of the Commission or Board/Committee member, or to interfere with the orderly conduct of business at the meeting, then, in

that event, the Presiding Officer or Chair may direct the person to leave the meeting or public building for the duration of the meeting. Any person who fails to obey an order of the Presiding Officer or Chair may be removed by a law enforcement officer.

h. ENFORCEMENT:
The Presiding Officer/Chair shall be responsible for the enforcement of these rules.

SECTION TEN (10) PARLIAMENTARY PROCEDURE.

As appropriate, Robert's Rules of Order may be used as a guide when conducting public meetings.

SECTION ELEVEN (11) SUSPENSION AND CONSTRUCTION OF RULES.

These rules may be amended or temporarily suspended at any public meeting with an affirmative vote of the majority of members present. These rules are for the efficient and orderly conduct of Commission and Board/Committee business only; no violation of such rules shall invalidate any action of the Commission or Board/Committee when approved by a majority vote required by law.

SECTION TWELVE (12) ADJOURNMENT.

No meeting shall be permitted to continue beyond 10:00 p.m. without approval of a majority of the members present. A new time limit must be established before taking a vote to extend the meeting. If a meeting has not been closed or continued by a vote prior to 10:00 p.m. the items not acted on are to be continued to the next regular scheduled meeting, unless State Law requires hearing at a different time or unless the Commission, Board, or Committee, by a majority vote of the members present, determines otherwise.

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Registered voters per City district as provided by the Pinellas County Supervisor of Elections

Date: August 9, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Section 38-4(b) states that the City Commission shall examine the boundaries of the districts as prescribed in Section 38-3 of the City Code, and shall, at the regular City Commission meeting in July next following, readjust such boundaries so that the number of qualified electors residing in each such district shall be as nearly even in number as practicable. A copy of Section 38-3 & 38-4 is attached.

The City Clerk's Office has asked for the assistance of GIS staff to draw the current boundaries of each voting district in the City. A copy of the map is attached to this Agenda. GIS staff also identified the Don CeSar Place boundaries that overlap between Districts 3 & 4, showing the number of registered voters in each District.

Funding: None at this time

Requested Motion: None at this time; discussion on direction, if any, for staff to take regarding re-districting.

Attachments:

1. Sections 38-3 and 38-4 of the City Code
2. April Totals by City and City-Wards
3. District Map

Sec. 38-3. Election districts.

(a) The boundaries of the election districts shall be as follows:

(1) *District no. 1.* All lands lying east of the Gulf of Mexico and Blind Pass, south of Devil's Elbow, and north and west of the following lines: Begin at a point where the northerly property boundary of Envoy Point Condo intersects the western limits of the city in the Gulf of Mexico; then proceed in a northeasterly direction along such line to the centerline of Sunset Way right-of-way; then southeast along such centerline to the centerline of 72nd Avenue right-of-way; then northeast along such centerline to the most northerly corner of Lot 11, Block A, Bayside Second Addition to St. Pete Beach; then southeast along the north line of lot 11 to the most easterly corner of such lot 11; then continue northeast to the centerline of the intracoastal channel; then proceed northwest along such centerline to the westward extension of the south line of Coral Pointe at Harbourside, Buildings A through F; then northeast along such line to the easternmost limits of submerged lands owned by the city; then north and then southwest along the boundary of such submerged lands to the centerline of the intracoastal channel; then northwest along such centerline to Devil's Elbow.

(2) *District no. 2.* All lands lying south of district no. 1, east of the Gulf of Mexico, west of the intracoastal channel, and north of the following line: Begin at a point where the westerly extension of the north line of lot 1, Brightwaters Beach Motel Replat (Seamark Condo) intersects the western limits of the city in the Gulf of Mexico; then proceed northeasterly along such line to the centerline of the right-of-way of Gulf Boulevard (State Road 699); then northwesterly along such centerline to its intersection with the westward extension of the south right-of-way line of 55th Avenue; then northeast along such right-of-way line to the most westerly corner of lot 1, block 1, Brightwaters Beach Estates Subdivision; then southeast along the southwesterly line of such block 1; then east to the centerline of the intracoastal channel.

(3) *District no. 3.* All lands south of district no. 2, east of the Gulf of Mexico, west of the intracoastal channel, and north of the following line: Begin at a point where the westerly extension of the south line of block C, Don Ce Sar Place (Don Ce Sar Hotel) intersects the western limits of the city in the Gulf of Mexico; then proceed east along such line, crossing Gulf Boulevard; then continue east along the north right-of-way line of West Maritana Drive to the centerline of the right-of-way of Casablanca Avenue; then south along such centerline to little McPherson Bayou; then southeast and south along the west right-of-way of West Maritana Drive to the south point of Don Ce Sar Place; then northeast along the east right-of-way line of South Maritana Drive; then continue northeast to the centerline of the right-of-way of the Pinellas Bayway (State Road 682); then east to the centerline of the intracoastal channel.

(4) *District no. 4.* All lands south of district no. 3, east of the Gulf of Mexico, north and west of Pass-a-Grille Channel, and west of the intracoastal channel.

(b) The boundaries of the election districts of the city as set forth in subsection (a) of this section are based upon a study and analysis of the qualified electors residing in the respective districts. The adjustments in the boundaries of such districts have been made in order to achieve as nearly as practicable an equal number of qualified electors in each of such districts and to conform to the election precincts designated by the board of county commissioners.

(c) The districts, as defined and prescribed in subsection (a) of this section, are established as the election districts of the city for the election of city commissioners and for such other necessary purposes, and the boundaries shall remain effective until such time as amended by appropriate action of the city commission in accordance with section 38-4.

(Code 1960, § 7-3; Ord. No. 87; Ord. No. 108; Ord. No. 129, §§ 1—3; Ord. No. 144, §§ 1—3; Ord. No. 226, § 1; Ord. No. 249, § 2; Code 1983, § 8-1; Ord. No. 92-14, § 1, 7-21-92; Ord. No. 98-51, § 1, 7-21-98)

Charter reference(s)—Election districts, § 5.10.

Sec. 38-4. Commission districts; adjustment of districts.

(a) *Number of districts.* There shall be four city commission districts.

(b) *Redistricting.* Commencing with the regular meeting of the city commission held in accordance with the city Charter and this Code on the second Tuesday in June of 1976 and every two years thereafter, the city commission shall reexamine the boundaries of the districts of the city, as prescribed in section 38-3, and shall, at the regular city commission meeting in July next following, readjust such boundaries so that the number of qualified electors residing in each such district shall be as nearly even in number as practicable. Any change in the boundaries of such districts as prescribed shall be made by city ordinance passed in accordance with the Charter and as follows:

(1) Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the centerlines of streets.

(2) The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

(c) *Procedure.* The procedure for the commission's consideration of redistricting shall be the same as for other ordinances, provided that if a summary of the ordinance is published, it must include both a map and a description of the recommended districts.

(d) *Effect of enactment.* The new commission districts and boundaries, as of the date of enactment, shall supersede previous commission districts and boundaries for all purposes including the next regular city election and nominations.

(Code 1983, § 8-11; Ord. No. 92-37, § 1, 1-5-93)

JULIE MARCUS

Date 5/11/2022 | **Supervisor of Elections** | Pinellas County, FL

Time 12:44 PM

April Totals by City and City/Wards

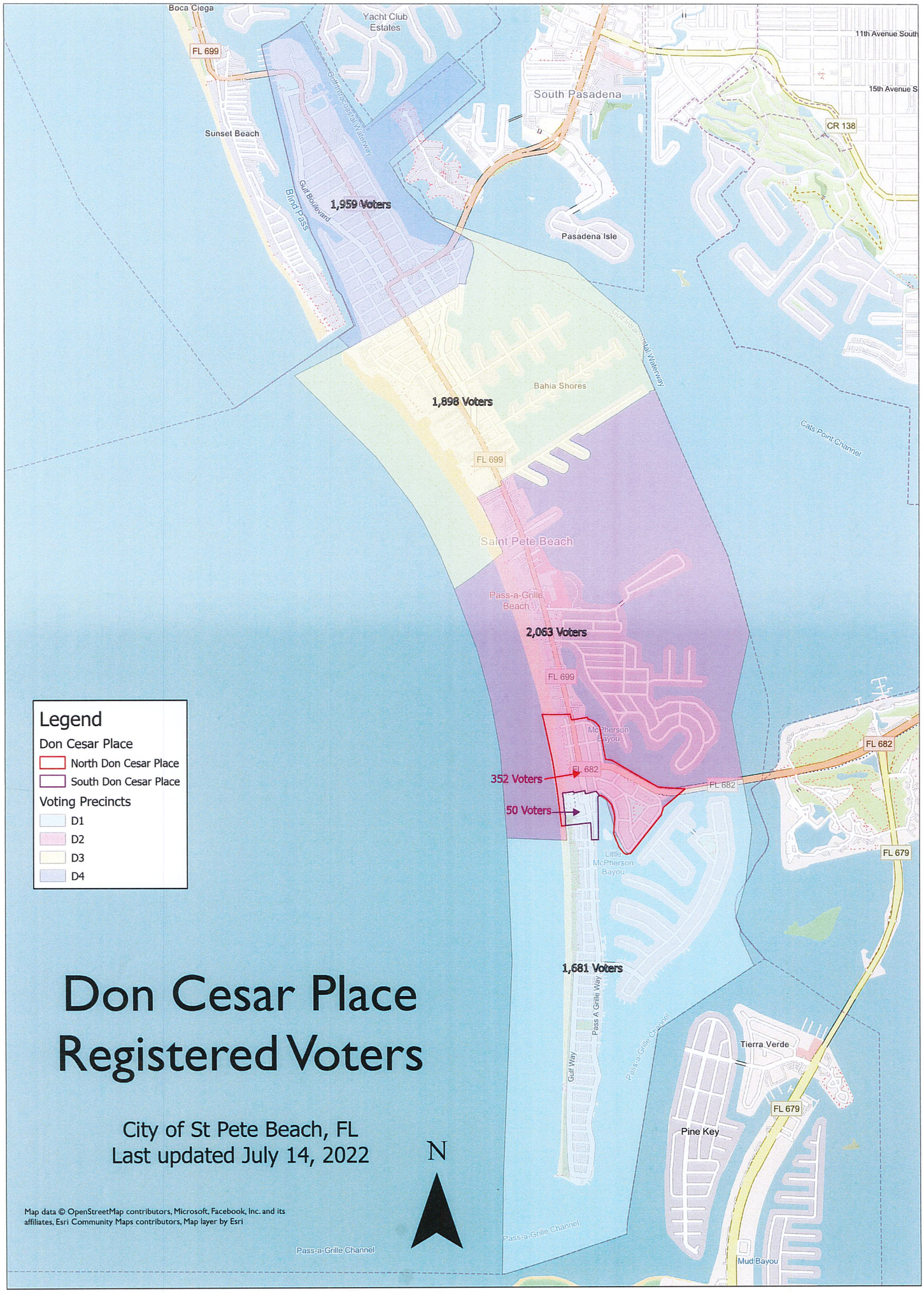
	City_Ward_Name		Registered Voters Total	Dems	Reps	NPA	Other	Inactive Voters Dems	Reps	NPA	Other
0	**Unincorporated Areas**		*201,751*	*58,695*	*81,649*	*57,543*	*3,864*	*4,382*	*4,659*	*5,414*	*216*
1	**BELLEAIR BEACH**		*1,440*	*266*	*778*	*373*	*23*	*27*	*36*	*30*	*3*
	11	Belleair Beach	1,440	266	778	373	23	27	36	30	3
			1,440	266	778	373	23	27	36	30	3
2	**BELLEAIR BLUFFS**		*1,792*	*524*	*712*	*522*	*34*	*51*	*42*	*57*	*2*
	21	Belleair Bluffs	1,792	524	712	522	34	51	42	57	2
			1,792	524	712	522	34	51	42	57	2
3	**BELLEAIR SHORE**		*88*	*9*	*58*	*20*	*1*	*1*	*5*	*3*	*0*
	31	Belleair Shore	88	9	58	20	1	1	5	3	0
			88	9	58	20	1	1	5	3	0
4	**BELLEAIR**		*3,728*	*732*	*2,107*	*839*	*50*	*40*	*81*	*75*	*6*
	41	Belleair	3,728	732	2,107	839	50	40	81	75	6
			3,728	732	2,107	839	50	40	81	75	6
5	**CLEARWATER**		*77,893*	*25,160*	*27,606*	*23,614*	*1,513*	*2,510*	*2,010*	*3,050*	*155*
	51	Clearwater	77,893	25,160	27,606	23,614	1,513	2,510	2,010	3,050	155
			77,893	25,160	27,606	23,614	1,513	2,510	2,010	3,050	155
6	**DUNEDIN**		*27,797*	*8,856*	*10,414*	*7,920*	*607*	*588*	*608*	*757*	*42*
	61	Dunedin	27,797	8,856	10,414	7,920	607	588	608	757	42
			27,797	8,856	10,414	7,920	607	588	608	757	42
7	**GULFPORT**		*9,480*	*4,183*	*2,568*	*2,521*	*208*	*299*	*176*	*272*	*17*
	71	Gulfport Ward 1	2,657	932	1,020	646	59	67	58	55	2
	72	Gulfport Ward 2	2,444	1,253	507	635	49	86	42	90	6
	73	Gulfport Ward 3	2,073	896	591	551	35	59	43	62	2
	74	Gulfport Ward 4	2,306	1,102	450	689	65	87	33	65	7
			9,480	4,183	2,568	2,521	208	299	176	272	17
8	**INDIAN ROCKS BEACH**		*3,120*	*774*	*1,427*	*856*	*63*	*63*	*80*	*83*	*8*
	81	Indian Rocks Beach	3,120	774	1,427	856	63	63	80	83	8
			3,120	774	1,427	856	63	63	80	83	8
9	**INDIAN SHORES**		*1,188*	*275*	*599*	*291*	*23*	*14*	*44*	*35*	*1*
	91	Indian Shores	1,188	275	599	291	23	14	44	35	1
			1,188	275	599	291	23	14	44	35	1
10	**KENNETH CITY**		*3,056*	*1,108*	*1,074*	*823*	*51*	*111*	*74*	*104*	*4*
	101	Kenneth City	3,056	1,108	1,074	823	51	111	74	104	4
			3,056	1,108	1,074	823	51	111	74	104	4
11	**LARGO**		*54,598*	*17,790*	*19,262*	*16,432*	*1,114*	*1,826*	*1,514*	*2,137*	*90*
	111	Largo	54,598	17,790	19,262	16,432	1,114	1,826	1,514	2,137	90
			54,598	17,790	19,262	16,432	1,114	1,826	1,514	2,137	90

April Totals by City and City/Wards

City_Ward_Name		Registered Voters Total	Dems	Reps	NPA	Other	Inactive Voters Dems	Reps	NPA	Other
12 MADEIRA BEACH		*3,262*	*752*	*1,509*	*936*	*65*	*100*	*135*	*118*	*7*
121	Madeira Beach	3,262	752	1,509	936	65	100	135	118	7
		3,262	752	1,509	936	65	100	135	118	7
13 NORTH REDINGTON BEAC		*1,285*	*303*	*638*	*315*	*29*	*31*	*42*	*43*	*0*
131	North Redington Bch	1,285	303	638	315	29	31	42	43	0
		1,285	303	638	315	29	31	42	43	0
14 OLDSMAR		*10,333*	*3,103*	*3,806*	*3,209*	*215*	*213*	*210*	*265*	*20*
141	Oldsmar	10,333	3,103	3,806	3,209	215	213	210	265	20
		10,333	3,103	3,806	3,209	215	213	210	265	20
15 PINELLAS PARK		*34,868*	*11,640*	*11,626*	*10,928*	*674*	*948*	*845*	*1,126*	*50*
151	Pinellas Park	34,868	11,640	11,626	10,928	674	948	845	1,126	50
		34,868	11,640	11,626	10,928	674	948	845	1,126	50
16 REDINGTON BEACH		*1,225*	*316*	*593*	*303*	*13*	*27*	*40*	*39*	*1*
161	Redington Beach	1,225	316	593	303	13	27	40	39	1
		1,225	316	593	303	13	27	40	39	1
17 REDINGTON SHORES		*1,920*	*463*	*900*	*515*	*42*	*26*	*67*	*61*	*4*
171	Redington Shores D1	463	98	217	140	8	9	26	12	1
172	Redington Shores D2	521	113	259	137	12	6	12	19	1
173	Redington Shores D3	472	128	213	114	17	6	13	19	2
174	Redington Shores D4	464	124	211	124	5	5	16	11	0
		1,920	463	900	515	42	26	67	61	4
18 SAFETY HARBOR		*13,173*	*4,137*	*5,069*	*3,736*	*231*	*253*	*308*	*277*	*13*
181	Safety Harbor	13,173	4,137	5,069	3,736	231	253	308	277	13
		13,173	4,137	5,069	3,736	231	253	308	277	13
19 SEMINOLE		*14,729*	*4,264*	*6,328*	*3,883*	*254*	*257*	*302*	*303*	*10*
191	Seminole	14,729	4,264	6,328	3,883	254	257	302	303	10
		14,729	4,264	6,328	3,883	254	257	302	303	10
20 SOUTH PASADENA		*4,144*	*1,438*	*1,580*	*1,052*	*74*	*106*	*110*	*96*	*4*
201	South Pasadena	4,144	1,438	1,580	1,052	74	106	110	96	4
		4,144	1,438	1,580	1,052	74	106	110	96	4
21 ST PETE		*186,819*	*85,260*	*49,049*	*48,890*	*3,620*	*8,110*	*3,814*	*6,542*	*339*
211	St Petersburg D1	22,585	7,857	8,229	6,046	453	499	427	522	14
212	St Petersburg D2	22,309	8,336	6,620	6,833	520	1,199	797	1,263	82
213	St Petersburg D3	24,260	8,112	9,408	6,264	476	619	534	622	37
214	St Petersburg D4	22,867	9,902	6,316	6,145	504	835	450	681	35
215	St Petersburg D5	23,804	12,982	5,126	5,310	386	1,337	394	866	29
216	St Petersburg D6	26,927	14,358	5,077	6,928	564	1,612	569	1,189	72
217	St Petersburg D7	22,103	14,188	2,609	5,013	293	1,229	252	751	28
218	St Petersburg D8	21,964	9,525	5,664	6,351	424	780	391	648	42
		186,819	85,260	49,049	48,890	3,620	8,110	3,814	6,542	339
22 ST PETE BEACH		*7,601*	*2,016*	*3,324*	*2,106*	*155*	*185*	*234*	*224*	*6*

April Totals by City and City/Wards

City_Ward_Name		Registered Voters					Inactive Voters			
		Total	Dems	Reps	NPA	Other	Dems	Reps	NPA	Other
221	St Pete Beach D1	1,959	516	806	594	43	78	77	100	3
222	St Pete Beach D2	1,898	498	866	502	32	34	56	50	0
223	St Pete Beach D3	2,063	549	899	576	39	49	59	45	3
224	St Pete Beach D4	1,681	453	753	434	41	24	42	29	0
		7,601	2,016	3,324	2,106	155	185	234	224	6
23 TARPON SPRINGS		*19,061*	*5,684*	*7,545*	*5,422*	*410*	*501*	*462*	*512*	*15*
231	Tarpon Springs	19,061	5,684	7,545	5,422	410	501	462	512	15
		19,061	5,684	7,545	5,422	410	501	462	512	15
24 TREASURE ISLAND		*5,670*	*1,367*	*2,711*	*1,475*	*117*	*131*	*158*	*152*	*7*
241	Treasure Island D1	1,797	430	910	426	31	37	46	42	2
242	Treasure Island D2	1,335	295	633	377	30	30	35	36	3
243	Treasure Island D3	1,477	347	732	377	21	32	38	30	1
244	Treasure Island D4	1,061	295	436	295	35	32	39	44	1
		5,670	1,367	2,711	1,475	117	131	158	152	7



Don Cesar Place Registered Voters

City of St Pete Beach, FL
Last updated July 14, 2022