



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, November 15, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the November 15, 2022 City Commission Agenda.

2. 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.

3. Consent -

a. Reappointment to the Police Officers' Board of Trustees

b. Force Main 10 Construction Approval

c. Approval of the Task Order for the Complete Streets Visioning Study

4. Action Items -

a. Chill Parklet Design

Selection of Chill Restaurant parklet design as directed by the Commission on October 11, 2022.

Action Request: I move to approve the built-out design of the sidewalk that includes a multi-modal pick-up and drop-off section in the design.

5. Resolutions -

a. Resolution 2022-23 Brownfield Designation

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, MAKING FINDINGS; DESIGNATING PROPERTY LOCATED IN THE VICINITY OF 10 COREY AVENUE, ST. PETE BEACH, FLORIDA, 33706 AND IDENTIFIED BY PARCEL ID NOS. 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, AND 25-31-15-78084-000-0141, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80 (2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF ST. PETE BEACH TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR SCRIVENOR'S ERROR; AND PROVIDING AN EFFECTIVE DATE.

No Action. Second public hearing will be held December 6, 2022 at 6:00 p.m. in these Chambers.

6. Items for Discussion -

a. Donation Policy and Guidelines

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

8. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

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

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

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

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Reappointment to the Police Officers' Board of Trustees

Date: November 15, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Trustee Richard German's term expires this month; he would like to continue serving on the Police Pension Board. Mr. German's term is for two years and will expire in November 2024.

Funding: NA

Requested Motion: I move to re-appoint Richard German to the Police Officers' Board of Trustees for a term expiring November 2024.

Attachments:

1. Email from Pension Plan Administrator
2. R. German Credentials

From: [Chrissy Stoker](#)
To: [Ginny Bodkin](#); [Amber LaRowe](#)
Subject: St. Pete Beach Police - Commission Appointed Trustees
Date: Wednesday, October 26, 2022 2:15:48 PM
Attachments: [image003.png](#)
[image004.png](#)

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

Good afternoon Amber & Ginny,

At the meeting on October 20, 2022, Roger Dunn resigned from the pension board. As Mr. Dunn was appointed by the Commission, please advertise this vacancy at your earliest convenience so we can attempt to fill this seat. I will make sure he completes a final financial disclosure form.

The other Commission-appointed trustee, Dick German, would like to remain on the pension board, and his term expires in November 2022. Please submit his name to the Commission for consideration of his reappointment to the pension board. If you let me know what date he will be considered, I will mark my calendar to follow-up with you the next day to determine if he was successfully reappointed.

If you have any questions or need anything from me, please let me know.

Thank you!
Chrissy

Chrissy Stoker, Plan Administrator

Cape Coral Office

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

Tampa Office

17425 Bridge Hill Ct
Suite 201
Tampa, FL 33647

Naperville Office

184 Shuman Blvd.
Suite 305
Naperville, IL 60563

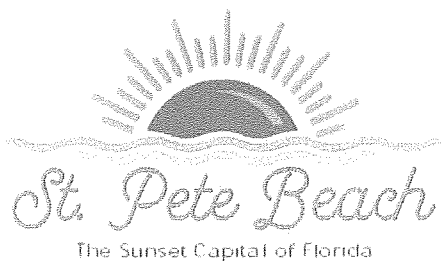
239.333.4TPA (4872)  **I 239.333.0177**  **I www.foster-foster.com**

- [Click here to upload documents securely.](#)

- **NOTICE OF CONFIDENTIALITY:** This transmission contains information that may be confidential and that may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. If you have received this transmission in error, please notify us immediately and delete it from your system. Please keep in mind that any communication sent to our office may become public record by way of the client being referenced.

CONFIDENTIALITY AND HIPAA NOTICE: This email, including any attachments, contains information from Foster and Foster, which may be confidential or prohibited from any disclosure under the HIPAA Privacy Rule or related laws, federal or state. The information is

intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify the sender immediately by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.



August 15, 2019

Mr. Richard German
251 Isle Drive S.
St. Pete Beach, FL 33706

Dear Mr. German,

We are pleased to inform you that, based upon your interest and qualifications, you have been appointed by the City Commission of the City of St. Pete Beach to serve as a member of the Police Pension Board.

Enclosed you will find a copy of the current Operating Rules and Procedures for the Police Officer's Retirement System. The next meeting of the Police Pension Board is scheduled for October 17, 2019.

The law firm of Klausner, Kaufman, Jensen & Levinson is the current administrator for the Police Pension Board. You may contact Attorney Bonni Jensen with any questions:

Bonni S. Jensen, Attorney
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317
Telephone: 954-916-1202
bonni@robertdklausner.com

We appreciate your willingness to serve the community and look forward to your valuable contribution and participation.

Cordially,

CITY OF ST. PETE BEACH

Rebecca Haynes
OKB

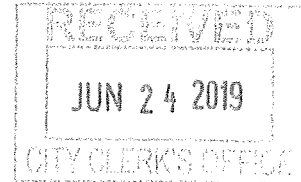
Rebecca C. Haynes/CMC
City Clerk

Copy: Bonni Jensen

Richard W. German
251 Isle Drive S, St Pete Beach FL 33706
727-580-0566 DickGerman@gmail.com

June 21, 2019

Mayor Alan Johnson
City of St Pete Beach
155 Corey Ave
St Pete Beach FL 33706



Dear Al:

I understand there is an opening on the Police Pension Board.

I would like to apply. My resume is the reverse side.

Would you please forward this to the appropriate person.

Many thanks, and especially, thank you for your position re PSTA encroachment on our city.

Richard W. German
251 Isle Drive S, St. Pete Beach FL 33706
727-580-0566 DickGerman@gmail.com

Summary

Retired federal government Division Director (Navy Department) and Contracting Officer (Department of Energy). Proposal writer and manager for firms seeking business with the Department of Defense. Licensed Community Association Manager. BS, Business Administration.

Professional Experience

Condominium Association Manager, St. Pete Beach FL. Licensed condominium association manager for selected condominium association clients. In compliance with Florida Statute 718, provide accounting, regulatory management, and/or maintenance management services. Designed and implemented accounting and financial management systems. Receive and account for all income. Manage accounts payable. Prepare operating and reserve budgets. Provide all required notices to owners. Prepare for, chair, and prepare minutes of meetings. Conduct elections. Locate, negotiate with, and supervise vendors of maintenance and repair services. Consult with attorney regarding rules enforcement, account collections, and amendments to governing documents. Represented association at trial litigation. Managed major structural restoration projects and the related special assessments.

Owner and manager, Sales & Service Evaluators, Inc. Designed, marketed, and supervised the performance of mystery shopping programs, customer opinion polls, and surveys to businesses. Clients included Midas Muffler Corporation, Chem-Dry Corporation, Rollar Homes, Inc., Fletcher Music Centers, Inc., Ferman Motors, Inc. (May 1989-2001) Sold the business.

Independent consultant. Marketed, prepared, and managed the preparation of proposals for businesses seeking contracts with the federal government. Performed surveys. Clients included American Association of Retired Persons, Western Electric Corporation, Evaluation Research Corporation. (January 1982-May 1989)

Training Division Director, Department of Defense, Navy Department (GS-13). Headed a division of specialists who created and managed training programs for crews of new submarines. Developed and managed operating budgets in \$10-15M range.

Contracts Administrator, Department of Energy (GS-14). Negotiated contract terms, prepared contracts, monitored performance by contractors, negotiated solutions to problems. Developed, approved, and audited financial plans. Prepared and reviewed Requests for Proposals. Retired from federal government.

Education

BS, Business Administration (accounting major), American University, Washington, DC.

Personal

Held Top Secret security clearance with the Department of Defense. Former private pilot. Excellent credit history. Former Chairman, Board of Adjustment, City of St. Pete Beach, FL. Notary Public.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Force Main 10 Construction Approval

Date: November 15, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a construction estimate from Rowland, Inc., under the existing Wastewater System Point Repairs unit price contract for the replacement of force main 10, designed by Kimley-Horn and Associates in FY2022. Sanitary force main 10 was evaluated during the City's FY18 Force Main Condition Assessment and was found to be at the end of its service life, prompting this main to be scheduled for replacement. The current force main starts at Lift Station 10 in Fisherman's park at Corey Avenue and Sunset Way and runs approximately 1,300 feet along Corey Avenue, turning north onto Gulf Blvd and discharging into a manhole at the intersection of 75th Avenue and Gulf Blvd. The replacement Force Main will be 12-inch HDPE pipe installed via horizontal directional drilling east along Corey Avenue for 2,100 feet to Boca Ciega Drive, discharging into a manhole between Corey Avenue and 75th Avenue in Boca Ciega Drive. The original \$230,000 budget, developed in 2019, did not account for the additional 800 linear feet of force main along the revised pipe alignment. This resulted in a budget shortfall of \$367,000, funds for which are provided in the FY 2023 tentative budget.

Funding: Wastewater Force Mains - 101-6107-535-5635

Requested Motion: I move to approve the cost estimate from Rowland, Inc., under the existing Wastewater System Point Repairs Contract, for construction of the force main 10 replacement, in the amount of \$571,378.09.

Attachments:

1. Rowland Estimate for FM 10 Replacement
2. Rowland Wastewater Point Repairs Services Agreement



QUOTE

Rowland Inc.

6855 102nd Ave. N.

Pinellas Park, FL 33782

phone (727) 545-3815, toll free (855) 545-3815

fax (727) 546-8464, email postmaster@rowland-inc.com

QUOTATION DATE May 12, 2022

EXPIRATION DATE 90 days from Quotation

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

PROJECT: **Force Main No. 10 Extension**

OWNER: City of St. Pete Beach

SALESPERSON	PAYMENT TERMS	RETAINAGE
Kevin Rowland	net 30	None

QUANTITY	u/m	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	ls	Mobilization (10% Subtotal)	\$ 4,125.00	4,125.00
1.00	ls	Maintenance of Traffic	33,000.00	33,000.00
1.00	ls	Erosion and Sediment Control	1,920.00	1,920.00
1.00	ls	As-Built Drawings	3,783.00	3,783.00
		Subtotal		42,828.00
		I. FORCE MAIN NO. 10 EXTENSION		
1900	lf	12" HDPE DR 11 Force Main HDD	181.00	343,900.00
325	lf	10" PVC C900-16 DR 18 (Open Cut) Including Excavation and Restraints	76.00	24,700.00
5	ea	10" DI Fittings - 45 Degree	1,386.23	6,931.15
2	ea	10" DI Fittings - 90 Degree	1,882.79	3,765.58
6	ea	10" DI Fittings - 11.25 Degree	1,179.33	7,075.98
6	ea	12"x10" DI Reducer with HDPE to MJ Adapter	1,241.40	7,448.40
2	ea	10" DI Plug Valve	5,074.16	10,148.32
1	ea	Connection to Existing Force Main at Lift Station 10	2,014.00	2,014.00
		Inside Drop Connection to Existing Manhole (MH0545)		
1	ea	10" Sewer Line Manhole Connection	954.00	954.00
1	ea	10" Inside Drop Connection	3,288.00	3,288.00
		Calcium Aluminate Cement Manhole Lining (MH0801)	-	
1	EA	Pure Calcium Aluminate Cementious MH Coating - 48" diameter, Initial	660.00	660.00
0.24	vf	Pure Calcium Aluminate Cementious MH Coating - 48" diameter, Additional	160.00	38.40
		Raven 405 Manhole Lining (MH0545)		
1	EA	Reinforced Polymer MH Coating - 48" diameter, Initial	950.00	950.00
5	VF	Reinforced Polymer MH Coating - 48" diameter, Additional	260.00	1,346.80



QUOTE

Rowland Inc.

6855 102nd Ave. N.

Pinellas Park, FL 33782

phone (727) 545-3815, toll free (855) 545-3815

fax (727) 546-8464, email postmaster@rowland-inc.com

QUOTATION DATE May 12, 2022

EXPIRATION DATE 90 days from Quotation

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

PROJECT: **Force Main No. 10 Extension**

OWNER: City of St. Pete Beach

SALESPERSON	PAYMENT TERMS	RETAINAGE
Kevin Rowland	net 30	None

QUANTITY	u/m	DESCRIPTION	UNIT PRICE	LINE TOTAL
16	CY	Grout and Abandon Existing Force Main	330.00	5,280.00
15	LF	Remove Existing Force Main at Lift Station	54.00	810.00
		Pavement Repair and Road Restoration - Subgrade, Base, and Asphalt		
133	cy	Roadway Base, Crushed Concrete	174.00	23,199.42
33	tn	Superpave Asphalt Concrete, Type SP 9.5 or 12.5	358.00	11,814.00
		Pavement Repair and Road Restoration - Mill and Resurface		
375	sy	Milling Existing Asphalt Pavement, 1" Average	26.00	9,750.00
21	tn	Superpave Asphalt Concrete, Type SP 9.5 or 12.5	358.00	7,385.54
65	LF	Remove and Replace Curb	128.000	8,320.00
200	SY	Shell Restoration	32.230	6,446.00
15	SY	Sodding	9.000	135.00
		Decorative Brick Paver and Concrete Restoration		
27	SY	Pavement, Cement Concrete, 8" Thick	303.000	8,029.50
24	SY	Driveway Restoration, In Kind, Decorative Block	160.00	3,760.00
1	LS	Landscaping & Miscellaneous Clean-up	10,000.00	10,000.00
2	EA	2" S.S. 316 Air Release Valve (Aboveground)	10,200.00	20,400.00
		Subtotal		528,550.09
	Note:	Based on 90% plans prepared by Kimley-Horn and Associates		
	Note:	Most pricing from our contract for: Waste water System Rehabilitation Services Wastewater System Manhole Rehabilitation Wastewater System Point Repairs		
	Note:	Geotechnical investigations to be performed at drill locations		
	Note:	Drill depths may be modified depending on GeoTech		



QUOTE

Rowland Inc.

6855 102nd Ave. N.

Pinellas Park, FL 33782

phone (727) 545-3815, toll free (855) 545-3815

fax (727) 546-8464, email postmaster@rowland-inc.com

QUOTATION DATE May 12, 2022

EXPIRATION DATE 90 days from Quotation

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

PROJECT: **Force Main No. 10 Extension**

OWNER: City of St. Pete Beach

SALESPERSON	PAYMENT TERMS	RETAINAGE
Kevin Rowland	net 30	None

QUANTITY	u/m	DESCRIPTION	UNIT PRICE	LINE TOTAL
				\$ 571,378.09

Quotation prepared by: _____ Paul DuFaux _____

To accept this quotation, sign here and return: _____

Rowland Inc. is a proud applicator of

SEWERCOAT

over 20 years experience rehabilitating manholes

with thousands of successful applications

THANK YOU FOR YOUR BUSINESS!

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

WASTEWATER SYSTEM POINT REPAIRS

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

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement.

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same.

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of

this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

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

5. Vendor shall deliver the goods, or provide the services, described herein no later than 9/30/2024 ("completion date").

6. This Agreement will remain in effect for a period of three (3) years with two (2) one (1) year extensions.

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

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

9. Vendor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

10. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

11. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

12. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

13. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

17. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")
- c. RFB (Exhibit "C")

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

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

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

As to Vendor:

Rowland Inc.
6855 102nd Ave. N.
Pinellas Park, FL 33782

As to City:

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

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

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

25. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[SIGNATURE PAGE TO FOLLOW]

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

Rowland Inc..

City of St. Pete Beach:

Signature: K. D. Rowland

Signature: [Signature]

By: Kevin Rowland

By: [Signature]

Its: President

Its: City Manager

Date: 12/15/2021

Date: 11.29.21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

[Signature]
Andrew Dickman
City Attorney

[Signature]
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

- (1) DEFINITIONS. —For purposes of this section, the term:
- (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
 - (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
- (2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:
- (a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).
 - (b) A provision that requires the contractor to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the public agency to perform the service.
 - 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

EXHIBIT “C”

(Place RFB behind this page)

COPY



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 1

WASTEWATER SYSTEM REPAIRS

Issued September 7, 2021

*Note that this Addendum changes the bid due date and time as stated in the above referenced RFB. **Sealed bids must be received by 10:00 AM on September 22, 2021**, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.*

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial

KOR



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 2

WASTEWATER SYSTEM REPAIRS

Issued September 13, 2021

Note that this Addendum does not change the revised bid due date and time as stated in Addendum 1. Sealed bids still must be received by 10:00 AM on September 22, 2021, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Q: Is there a pre-bid sign in sheet available?

A: Hinterland Group, Inc.

AEGION/ Insituform

Rowland Inc.

Synergy Equipment

TNEMIC

Q: Is there any way that this meeting was recorded?

A: Meeting Recording:

https://us02web.zoom.us/rec/share/eQWRuZtuHR03gdkA93YK5fB0p91Yc40cH-bU90eRj9XLmF4nQowFUL_C-Q38SgCn.5iAdCmxf2VdNiUZQ

Q: Please advise if a Bid Bond is required for this bid and if so, what percentage.

A: No, however the City is requiring a Performance Bond in an amount at least equal to 100% of the Contract Price based on estimated quantities.

Q: In reference to “References and Minimum Qualifications”, I see the City is looking for 3 professional, business references in addition to *any* governmental references in which our firm completed similar work within a five year period. Am I correct to assume the City is asking for *all* past governmental jobs within the past 5 years pertaining to the same type of work we are bidding, or is there a minimum amount of governmental references the City would like?

A: The City is requesting a minimum of three references for similar work with governmental agencies within the past 5 years. Additional references with private businesses showing experience with similar work may be submitted in addition to the three governmental agency references.

Q: In Section 21.03, Paragraph 4, will the city consider changing the installer requirements to match the product requirements of a minimum of 250,000 LF?

A: No, installer requirements will remain the same.

Q: In Section 21.03, Paragraph 4, will the city consider adding “In the State of Florida” to the installation experience requirement language?

A: No, installer requirements will remain the same.

Q: Has the city set an annual budget ?

A: The City's annual budget is set each year during budget preparation and is dependent on the number of other projects necessary within the Wastewater System. The City of St. Pete Beach typically allocates between \$500,000 and \$1,000,000 per year for Wastewater System repairs.

Q: What is the size of each individual work order that will be issued?

A: Work orders for point repairs range in size from a single repair of a failed pipe to multiple repairs on pipes in various locations throughout the City. Work orders for pipe lining generally range from 15 – 50 pipes in each release.

Q: In section 21.03 of the specifications it lays out the requirements of the installer. My question pertains to last paragraph of this section; "Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to the proposal due date". Is pre-approval is required to bid this project ?

A: Products that differ from the requirements outlined in the specifications will require pre-approval.

Q: I am the regional manager for Epoxytec International Water and Wastewater Lining Solutions. I am requesting approval for Epoxytec CPP Sprayliner/series Structural Epoxy System as an "or equal" to xxx material section Technical Specifications sections 37 – Wastewater Structure Rehabilitation for concrete wet wells, sewer maintenance holes, vaults, and other structures that require field-lined epoxy – Coatings Products.

A: This product will be accepted if it is an approved equal and intended for use in high H₂S environments. Please provide a detailed specification, in addition to confirmation on warranty. Please note, epoxy liner systems will be utilized on less than 5% of City structures.

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial KOR

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in wastewater system repairs.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Wastewater System Repairs" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

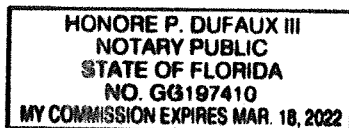
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Wastewater System Repairs."

COMPANY: Rowland Inc. DATE: September 10, 2021
ADDRESS: 6855 102nd Ave. N. Pinellas Park, FL 33782 PHONE: (727) 545-3815
BIDDER: *K. D. Rowland* NAME: Kevin D. Rowland, President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of September, 2021, by Kevin D. Rowland, who is personally known to me or has produced Personally Known as identification.

(SEAL)



Honore P. DuFaux III
Notary Public – State of Florida

Honore P. DuFaux III
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. Fee Schedules

CITY OF ST. PETERSBURG WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM MANHOLE REHABILITATION					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization	1	EA	1.00	1.00
2	Flagmen (Per-Flagmen)	20	HR	22.00	440.00
3	Multi Lane, Lane Closures (FDOT Index No. 613)	10	EA/DY	350.00	3,500.00
4	Multi Lane, Intersection (FDOT Index No. 615)	10	EA/DY	450.00	4,500.00
5	Arrow Boards - 5' Minimum Horizontal Size	10	EA/DY	200.00	2,000.00
6	Variable Message Board	10	EA/DY	62.50	625.00
7	Concrete Barrier (FDOT Index No. 100)	10	EA/DY	25.00	250.00
8	Low Profile Barrier (FDOT Index No. 120)	10	EA/DY	19.00	190.00
9	Signs in Work Zones	10	EA/DY	3.00	30.00
10	6" Solid line Thermo Plastic - Permanent	200	LF	1.00	200.00
11	24" Stop Bar, Solid, Thermo Plastic, Perm.	200	LF	1.00	200.00
12	6" Skip line (6'-10' Skip) Thermo Plastic-Perm.	200	LF	1.00	200.00
13	Barricades Type III, with Warning Lights	1000	EA/DY	1.00	1,000.00
14	Barricades Type I or II, with Warning Lights	1000	EA/DY	1.00	1,000.00
15	Repair Manhole Bench and Channel	10	EA	450.00	4,500.00
16	Repair Chimney, Adjust/Replace MH Casting- Unpaved	10	EA	400.00	4,000.00
17	Repair Chimney, Adjust/Replace MH Casting- Asphalt Pavement	100	EA	500.00	50,000.00
18	Rebuild Corbel/Chimney for Type B Manhole Casting	10	EA	100.00	1,000.00
19	Furnish Manhole Casting - Type B	10	EA	100.00	1,000.00
20	Furnish Manhole Casting - Type E	30	EA	350.00	10,500.00
21	Severe Manhole Infiltration Elimination	10	EA	650.00	6,500.00
22	Chemical Sealing - Grout	50	GAL	125.00	6,250.00
23	Internal Chimney Sealant - Type B Manhole Casing	5	EA	100.00	500.00
24	Internal Chimney Sealant - Type E Manhole Casing	10	EA	100.00	1,000.00
25	Additional Access Cost for Manhole Coating	10	EA	10.00	100.00
26	Bypass Pumping Setup - 6-10" diameter	5	EA	50.00	250.00
27	Bypass Pumping Setup - 12"-14" diameter	20	EA	50.00	1,000.00
28	Bypass Pumping Setup - 15" to 21" diameter	10	EA	50.00	500.00
29	Bypass Pumping Setup - 24" diameter	5	EA	150.00	750.00
30	Bypass Pumping Operation - 6"-10" diameter	10	DAY	50.00	500.00
31	Bypass Pumping Operation - 12"-14" diameter	50	DAY	100.00	5,000.00
32	Bypass Pumping Operation - 15" to 21" diameter	25	DAY	100.00	2,500.00
33	Bypass Pumping Operation - 24" diameter	15	DAY	150.00	2,250.00
34	Pure Calcium Aluminate Cementitious MH Coating - 48" diameter, Initial	50	EA	660.00	33,000.00
35	Pure Calcium Aluminate Cementitious MH Coating - 60" diameter, Initial	10	EA	680.00	6,800.00
36	Pure Calcium Aluminate Cementitious MH Coating - 72" diameter, Initial	5	EA	700.00	3,500.00
37	Pure Calcium Aluminate Cementitious MH Coating - 48" diameter, Additional	250	VF	160.00	40,000.00
38	Pure Calcium Aluminate Cementitious MH Coating - 60" diameter, Additional	50	VF	175.00	8,750.00
39	Pure Calcium Aluminate Cementitious MH Coating - 72" diameter, Additional	25	VF	185.00	4,625.00
40	Reinforced Polymer MH Coating - 48" diameter, Initial	5	EA	950.00	4,750.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM MANHOLE REHABILITATION					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
41	Reinforced Polymer MH Coating - 60" diameter, Initial	5	EA	975.00	4,875.00
42	Reinforced Polymer MH Coating - 72" diameter, Initial	5	EA	985.00	4,925.00
43	Reinforced Polymer MH Coating - 48" diameter, Additional	25	VF	260.00	6,500.00
44	Reinforced Polymer MH Coating - 60" diameter, Additional	25	VF	325.00	8,125.00
45	Reinforced Polymer MH Coating - 72" diameter, Additional	25	VF	326.00	8,150.00
46	Concrete Curb Replacement - Type D	100	LF	5.00	500.00
47	Concrete Curb Replacement - Type F	100	LF	54.00	5,400.00
48	Concrete Curb Replacement - Miami Curb	100	LF	81.00	8,100.00
49	Concrete Sidewalk Replacement - 4" Thick	50	SY	10.00	500.00
50	Concrete Sidewalk Replacement - 6" Thick	50	SY	12.00	600.00
51	Concrete Driveway Replacement - 4" Thick	50	SY	12.00	600.00
52	Concrete Driveway Replacement - 6" Thick	50	SY	12.00	600.00
53	Inflow Dish	100	EA	110.00	11,000.00
GRAND TOTAL					\$23,536.00

LIQUIDATED DAMAGES

If the work on each individual project embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

CITY OF ST. PETERS BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM PIPE LINING					
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
1	Mobilization	1	EA	No Bid	No Bid
2	Flagmen (Per-Flagmen)	20	HR	No Bid	No Bid
3	Multi Lane, Lane Closures (FDOT Index No. 613)	10	EA/DY	No Bid	No Bid
4	Multi Lane, Intersection (FDOT Index No. 615)	10	EA/DY	No Bid	No Bid
5	Arrow Boards - 5' Minimum Horizontal Size	10	EA/DY	No Bid	No Bid
6	Variable Message Board	10	EA/DY	No Bid	No Bid
7	Concrete Barrier (FDOT Index No. 100)	10	EA/DY	No Bid	No Bid
8	Low Profile Barrier (FDOT Index No. 120)	10	EA/DY	No Bid	No Bid
9	Signs in Work Zones	10	EA/DY	No Bid	No Bid
10	6" Solid line Thermo Plastic - Permanent	200	LF	No Bid	No Bid
11	24" Stop Bar, Solid, Thermo Plastic, Perm.	200	LF	No Bid	No Bid
12	6" Skip line (6'-10' Skip) Thermo Plastic-Perm.	200	LF	No Bid	No Bid
13	Barricades Type III, with Warning Lights	1000	EA/DY	No Bid	No Bid
14	Barricades Type I or II, with Warning Lights	1000	EA/DY	No Bid	No Bid
15	CIPP Main Liner 6" Diameter - 6.0 mm thickness	1100	LF	No Bid	No Bid
16	CIPP Main Liner 8" Diameter - 6.0 mm thickness	72200	LF	No Bid	No Bid
17	CIPP Main Liner 10" Diameter - 6.0 mm thickness	3600	LF	No Bid	No Bid
18	CIPP Main Liner 12" Diameter - 6.0 mm thickness	2400	LF	No Bid	No Bid
19	CIPP Main Liner 15" Diameter - 7.5 mm thickness	1500	LF	No Bid	No Bid
20	CIPP Main Liner 18" Diameter - 9.0 mm thickness	1800	LF	No Bid	No Bid
21	CIPP Main Liner 21" Diameter - 9.0 mm thickness	2900	LF	No Bid	No Bid
22	CIPP Main Liner 24" Diameter - 10.5 mm thickness	3800	LF	No Bid	No Bid
23	CIPP Main Liner 6" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
24	CIPP Main Liner 8" Diameter - Thickness Variance + 1.5mm	5000	LF	No Bid	No Bid
25	CIPP Main Liner 10" Diameter - Thickness Variance + 1.5mm	1000	LF	No Bid	No Bid
26	CIPP Main Liner 12" Diameter - Thickness Variance + 1.5mm	1000	LF	No Bid	No Bid
27	CIPP Main Liner 15" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
28	CIPP Main Liner 18" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
29	CIPP Main Liner 21" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
30	CIPP Main Liner 24" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
31	Bypass Pumping Setup - 6-10" diameter	5	EA	No Bid	No Bid
32	Bypass Pumping Setup - 12" - 14" diameter	45	EA	No Bid	No Bid
33	Bypass Pumping Setup - 15" to 21" diameter	20	EA	No Bid	No Bid
34	Bypass Pumping Setup - 24" diameter	5	EA	No Bid	No Bid
35	Bypass Pumping Operation - 6"-10" diameter	10	DAY	No Bid	No Bid
36	Bypass Pumping Operation - 12"-14" diameter	90	DAY	No Bid	No Bid
37	Bypass Pumping Operation - 15" to 21" diameter	40	DAY	No Bid	No Bid
38	Bypass Pumping Operation - 24" diameter	10	DAY	No Bid	No Bid
39	Normal Cleaning - 6" and 8" diameter	73300	LF	No Bid	No Bid
40	Normal Cleaning - 10" and 12" diameter	6000	LF	No Bid	No Bid

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM PIPE LINING					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
41	Normal Cleaning - 15" and 18" diameter	3300	LF	No Bid	No Bid
42	Normal Cleaning - 21" and 24" diameter	6700	LF	No Bid	No Bid
43	Specialty Cleaning - 6" and 8" diameter	1000	LF	No Bid	No Bid
44	Specialty Cleaning - 10" and 12" diameter	100	LF	No Bid	No Bid
45	Specialty Cleaning - 15" and 18" diameter	50	LF	No Bid	No Bid
46	Specialty Cleaning - 21" and 24" diameter	100	LF	No Bid	No Bid
47	Chemical Sealing of Host Pipe - 10" diameter and less	30	EA	No Bid	No Bid
48	Chemical Sealing of Host Pipe - 12" and 15" diameter	10	EA	No Bid	No Bid
49	Chemical Sealing of Host Pipe - 18" to 24" diameter	5	EA	No Bid	No Bid
50	Chemical Sealing - Grout	100	GAL	No Bid	No Bid
51	Removal & Sealing of Protruding Service Connections	25	EA	No Bid	No Bid
52	Additional Access Cost Main Liner	25	EA	No Bid	No Bid
53	Service Reconnection	200	EA	No Bid	No Bid
54	CIPP Liner Testing	5	EA	No Bid	No Bid
GRAND TOTAL					\$ -

LIQUIDATED DAMAGES

If the work on each individual project embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

CITY OF ST. PETE BEACH
WASTEWATER SYSTEM REHABILITATION SERVICES
WASTEWATER SYSTEM POINT REPAIRS

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization for Routine Response	20	EA	4,125.00	82,500.00
2	Mobilization for Emergency Response	6	EA	8,250.00	49,500.00
3	Flagmen (Per-Flagmen)	20	HR	33.00	660.00
4	Multi Lane, Lane Closures (FDOT Index No. 613)	5	EA/DY	1,698.00	8,490.00
5	Multi Lane, Intersection (FDOT Index No. 615)	5	EA/DY	1,698.00	8,490.00
6	Arrow Boards - 5' Minimum Horizontal Size	10	EA/DY	45.00	450.00
7	Variable Message Board	10	EA/DY	75.00	750.00
8	Concrete Barrier (FDOT Index No. 415)	10	EA/DY	30.00	300.00
9	Low Profile Barrier (FDOT Index No. 412)	10	EA/DY	23.00	230.00
10	Signs in Work Zones	10	EA/DY	2.00	20.00
11	6" Solid line Thermo Plastic - Permanent	200	LF	11.00	2,200.00
12	24" Stop Bar, Solid, Thermo Plastic, Perm.	200	LF	38.00	7,600.00
13	6" Skip line (6'-10' Skip) Thermo Plastic-Perm.	200	LF	11.00	2,200.00
14	Barricades Type III, with Warning Lights	1000	EA/DY	8.00	8,000.00
15	Barricades Type I or II, with Warning Lights	1000	EA/DY	2.00	2,000.00
16	As-Built Survey	5	EA	3,783.00	18,915.00
17	Excavation, Unsuitable Material	100	CY	91.00	9,100.00
18	Sheeting & Bracing (Left in Place)	500	SF	61.00	30,500.00
19	Sheeting & Bracing, Pipe Trenches (Removed)	2500	SF	29.00	72,500.00
20	Well Point Dewatering Initial - 6'-8' Deep	10	EA	5,060.00	50,600.00
21	Well Point Dewatering Initial - 8'-10' Deep	10	EA	5,143.00	51,430.00
22	Well Point Dewatering Initial - 10'-12' Deep	5	EA	5,225.00	26,125.00
23	Well Point Dewatering Initial - 12'-14' Deep	5	EA	5,363.00	26,815.00
24	Well Point Dewatering Initial - 14'-16' Deep	3	EA	5,544.00	16,632.00
25	Well Point Dewatering Initial - > 16' Deep	3	EA	6,534.00	19,602.00
26	Well Point Dewatering Additional - 6'-8' Deep	200	EA	94.00	18,800.00
27	Well Point Dewatering Additional - 8'-10' Deep	200	EA	103.00	20,600.00
28	Well Point Dewatering Additional - 10'-12' Deep	100	EA	116.00	11,600.00
29	Well Point Dewatering Additional - 12'-14' Deep	100	EA	155.00	15,500.00
30	Well Point Dewatering Additional - 14'-16' Deep	50	EA	231.00	11,550.00
31	Well Point Dewatering Additional - > 16' Deep	50	EA	309.00	15,450.00
32	Jack & Bore 12" x .188" Steel Casing (6" GS)	40	LF	195.00	7,800.00
33	Jack & Bore 16" x .219" Steel Casing (8" GS)	40	LF	420.00	16,800.00
34	Jack & Bore 20" x .250" Steel Casing (10" GS)	40	LF	516.00	20,640.00
35	Jack & Bore 24" x .281" Steel Casing (12" GS)	40	LF	556.00	22,240.00
36	2" Directional Drill HDPE DR 9, IPS OD	200	LF	30.00	6,000.00
37	4" Directional Drill HDPE DR 11, DIPS OD	300	LF	46.00	13,800.00
38	6" Directional Drill HDPE DR 11, DIPS OD	500	LF	64.00	32,000.00
39	8" Directional Drill HDPE DR 11, DIPS OD	500	LF	91.00	45,500.00
40	10" Directional Drill HDPE DR 11, DIPS OD	500	LF	130.00	65,000.00
41	12" Directional Drill HDPE DR 11, DIPS OD	300	LF	181.00	54,300.00
42	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	82.00	8,200.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
43	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	200	LF	80.00	16,000.00	
44	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	100	LF	80.00	8,000.00	
45	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	50	LF	92.00	4,600.00	
46	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	50	LF	92.00	4,600.00	
47	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	50	LF	108.00	5,400.00	
48	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	50	LF	132.00	6,600.00	
49	8" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	50	LF	123.00	6,150.00	
50	8" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	100	LF	125.00	12,500.00	
51	8" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	100	LF	125.00	12,500.00	
52	8" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	50	LF	136.00	6,800.00	
53	8" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	50	LF	136.00	6,800.00	
54	8" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	50	LF	153.00	7,650.00	
55	8" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	50	LF	177.00	8,850.00	
56	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	200	LF	87.00	17,400.00	
57	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	400	LF	89.00	35,600.00	
58	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	400	LF	89.00	35,600.00	
59	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	400	LF	100.00	40,000.00	
60	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	400	LF	100.00	40,000.00	
61	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	200	LF	116.00	23,200.00	
62	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	200	LF	140.00	28,000.00	
63	10" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	50	LF	135.00	6,750.00	
64	10" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	100	LF	137.00	13,700.00	
65	10" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	100	LF	137.00	13,700.00	
66	10" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	50	LF	149.00	7,450.00	

**CITY OF ST. PETE BEACH
WASTEWATER SYSTEM REHABILITATION SERVICES
WASTEWATER SYSTEM POINT REPAIRS**

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
67	10" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	50	LF	149.00	7,450.00
68	10" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	50	LF	165.00	8,250.00
69	10" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	50	LF	165.00	8,250.00
70	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	96.00	9,600.00
71	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	400	LF	98.00	39,200.00
72	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	400	LF	98.00	39,200.00
73	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	400	LF	110.00	44,000.00
74	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	400	LF	110.00	44,000.00
75	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	200	LF	126.00	25,200.00
76	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	200	LF	150.00	30,000.00
77	12" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	50	LF	151.00	7,550.00
78	12" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	100	LF	152.00	15,200.00
79	12" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	100	LF	152.00	15,200.00
80	12" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	100	LF	164.00	16,400.00
81	12" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	100	LF	164.00	16,400.00
82	12" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	50	LF	180.00	9,000.00
83	12" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	50	LF	204.00	10,200.00
84	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	109.00	10,900.00
85	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	200	LF	111.00	22,200.00
86	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	200	LF	111.00	22,200.00
87	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	100	LF	122.00	12,200.00
88	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	100	LF	122.00	12,200.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
89	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	50	LF	138.00	6,900.00	
90	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	50	LF	162.00	8,100.00	
91	16" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	189.00	37,800.00	
92	16" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	191.00	76,400.00	
93	16" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	191.00	76,400.00	
94	16" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	202.00	40,400.00	
95	16" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	202.00	40,400.00	
96	16" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	218.00	21,800.00	
97	16" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	242.00	24,200.00	
98	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	115.00	11,500.00	
99	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 6' - 8' Depth	200	LF	117.00	23,400.00	
100	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 8' - 10' Depth	200	LF	117.00	23,400.00	
101	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 10' - 12' Depth	100	LF	128.00	12,800.00	
102	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 12' - 14' Depth	100	LF	128.00	12,800.00	
103	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 14' - 16' Depth	50	LF	144.00	7,200.00	
104	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 16' - 18' Depth	50	LF	168.00	8,400.00	
105	18" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	230.00	46,000.00	
106	18" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	234.00	93,600.00	
107	18" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	234.00	93,600.00	
108	18" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	249.00	49,800.00	
109	18" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	249.00	49,800.00	
110	18" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	267.00	26,700.00	
111	18" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	298.00	29,800.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
112	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 0' - 6' Depth	100	LF	137.00	13,700.00	
113	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 6' - 8' Depth	200	LF	141.00	28,200.00	
114	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 8' - 10' Depth	200	LF	141.00	28,200.00	
115	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 10' - 12' Depth	100	LF	155.00	15,500.00	
116	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 12' - 14' Depth	100	LF	155.00	15,500.00	
117	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 14' - 16' Depth	50	LF	175.00	8,750.00	
118	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 16' - 18' Depth	50	LF	204.00	10,200.00	
119	21" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	190.00	38,000.00	
120	21" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	192.00	76,800.00	
121	21" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	192.00	76,800.00	
122	21" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	200.00	40,000.00	
123	21" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	200.00	40,000.00	
124	21" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	211.00	21,100.00	
125	21" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	227.00	22,700.00	
126	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 0' - 6' Depth	100	LF	161.00	16,100.00	
127	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 6' - 8' Depth	200	LF	166.00	33,200.00	
128	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 8' - 10' Depth	200	LF	166.00	33,200.00	
129	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 10' - 12' Depth	100	LF	181.00	18,100.00	
130	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 12' - 14' Depth	100	LF	181.00	18,100.00	
131	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 14' - 16' Depth	50	LF	202.00	10,100.00	
132	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 16' - 18' Depth	50	LF	235.00	11,750.00	
133	24" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	326.00	65,200.00	
134	24" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	331.00	132,400.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
135	24" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	331.00	132,400.00	
136	24" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	349.00	69,800.00	
137	24" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	349.00	69,800.00	
138	24" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	371.00	37,100.00	
139	24" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	407.00	40,700.00	
140	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 0' - 6' Depth	100	LF	231.00	23,100.00	
141	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 6' - 8' Depth	200	LF	237.00	47,400.00	
142	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 8' - 10' Depth	200	LF	237.00	47,400.00	
143	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 10' - 12' Depth	100	LF	253.00	25,300.00	
144	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 12' - 14' Depth	100	LF	253.00	25,300.00	
145	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 14' - 16' Depth	50	LF	276.00	13,800.00	
146	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 16' - 18' Depth	50	LF	311.00	15,550.00	
147	Install PVC Cleanout	10	EA	1,050.00	10,500.00	
148	Replace PVC Cleanout with Manhole Structure	10	EA	5100.00	51,000.00	
149	Remove Pipe 2" or 4" (Gravity Sewer)	200	LF	73.00	14,600.00	
150	Remove Pipe 6" or 8" (Gravity Sewer)	400	LF	79.00	31,600.00	
151	Remove Pipe 10" or 12" (Gravity Sewer)	400	LF	100.00	40,000.00	
152	Remove Pipe 15", 16" or 18" (Gravity Sewer)	200	LF	128.00	25,600.00	
153	Remove Pipe 21" or 24" (Gravity Sewer)	200	LF	158.00	31,600.00	
154	4" Pipe - Install or Adjust Service Lateral 0'-6' Deep	3	EA	3,179.00	9,537.00	
155	4" Pipe - Install or Adjust Service Lateral 6'-8' Deep	3	EA	3,179.00	9,537.00	
156	4" Pipe - Install or Adjust Service Lateral 8'-10' Deep	3	EA	3,559.00	10,677.00	
157	4" Pipe - Install or Adjust Service Lateral 10'-12' Deep	3	EA	3,559.00	10,677.00	
158	4" Pipe - Install or Adjust Service Lateral 12'-14' Deep	2	EA	4,350.00	8,700.00	
159	4" Pipe - Install or Adjust Service Lateral 14'-16' Deep	2	EA	4,350.00	8,700.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
160	4" Pipe - Install or Adjust Service Lateral 16'-18' Deep	2	EA	6,488.00	12,976.00
161	6" Pipe - Install or Adjust Service Lateral 0'-6' Deep	3	EA	3,426.00	10,278.00
162	6" Pipe - Install or Adjust Service Lateral 6'-8' Deep	3	EA	3,426.00	10,278.00
163	6" Pipe - Install or Adjust Service Lateral 8'-10' Deep	3	EA	3,803.00	11,409.00
164	6" Pipe - Install or Adjust Service Lateral 10'-12' Deep	3	EA	3,803.00	11,409.00
165	6" Pipe - Install or Adjust Service Lateral 12'-14' Deep	2	EA	4,575.00	9,150.00
166	6" Pipe - Install or Adjust Service Lateral 14'-16' Deep	2	EA	4,575.00	9,150.00
167	6" Pipe - Install or Adjust Service Lateral 16'-18' Deep	2	EA	6,714.00	13,428.00
168	2" Sewer Line Manhole Connection	3	EA	414.00	1,242.00
169	4" Sewer Line Manhole Connection	3	EA	476.00	1,428.00
170	6" Sewer Line Manhole Connection	5	EA	638.00	3,190.00
171	8" Sewer Line Manhole Connection	5	EA	838.00	4,190.00
172	10" Sewer Line Manhole Connection	3	EA	954.00	2,862.00
173	12" Sewer Line Manhole Connection	3	EA	972.00	2,916.00
174	16" Sewer Line Manhole Connection	3	EA	1,140.00	3,420.00
175	18" Sewer Line Manhole Connection	2	EA	1,560.00	3,120.00
176	21" Sewer Line Manhole Connection	2	EA	1,650.00	3,300.00
177	24" Sewer Line Manhole Connection	2	EA	3,750.00	7,500.00
178	2" Inside Drop Connection	3	EA	1,314.00	3,942.00
179	4" Inside Drop Connection	3	EA	1,854.00	5,562.00
180	6" Inside Drop Connection	3	EA	1,920.00	5,760.00
181	8" Inside Drop Connection	5	EA	2,070.00	10,350.00
182	10" Inside Drop Connection	3	EA	3,288.00	9,864.00
183	12" Inside Drop Connection	3	EA	3,858.00	11,574.00
184	15"/16" Inside Drop Connection	3	EA	4,104.00	12,312.00
185	18" Inside Drop Connection	2	EA	4,392.00	8,784.00
186	21" Inside Drop Connection	3	EA	5,292.00	15,876.00
187	24" Inside Drop Connection	2	EA	8,142.00	16,284.00
188	Grouting Out of Service Pipe (Force Main)	30	CY	330.00	9,900.00
189	Disconnect & Plug 2" or 4" Pipe	5	EA	660.00	3,300.00
190	Disconnect & Plug 6" or 8" Pipe	5	EA	1,018.00	5,090.00
191	Disconnect & Plug 10" or 12" Pipe	5	EA	1,166.00	5,830.00
192	2" PVC Restrained Joint Pipe & Fittings FM, SDR 21	200	LF	42.00	8,400.00
193	4" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	40.00	20,000.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
194	4" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	44.00	4,400.00	
195	6" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	44.00	22,000.00	
196	6" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	48.00	4,800.00	
197	8" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	49.00	24,500.00	
198	8" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	56.00	5,600.00	
199	10" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	64.00	32,000.00	
200	10" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	76.00	7,600.00	
201	12" PVC Pipe, C-900 DR 18 (Force Main)	300	LF	73.00	21,900.00	
202	12" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	88.00	8,800.00	
203	2" Restrained Joints	20	EA	105.00	2,100.00	
204	4" Restrained Joints	20	EA	133.00	2,660.00	
205	6" Restrained Joints	20	EA	156.00	3,120.00	
206	8" Restrained Joints	20	EA	226.00	4,520.00	
207	10" Restrained Joints	20	EA	401.00	8,020.00	
208	12" Restrained Joints	20	EA	439.00	8,780.00	
209	2"-4" Forcemain Pipe and Appurtenances - Over Depth Excavation	400	LF	26.00	10,400.00	
210	6"-8" Forcemain Pipe and Appurtenances - Over Depth Excavation	500	LF	26.00	13,000.00	
211	10"-12" Forcemain Pipe and Appurtenances - Over Depth Excavation	200	LF	33.00	6,600.00	
212	Remove Out of Service Pipe 2" or 4" (Force Main)	500	LF	36.00	18,000.00	
213	Remove Out of Service Pipe 6" or 8" (Force Main)	1000	LF	44.00	44,000.00	
214	Remove Out of Service Pipe 10" or 12" (Force Main)	500	LF	54.00	27,000.00	
215	2" Sleeved Connection	6	EA	304.00	1,824.00	
216	4" Sleeved Connection	6	EA	890.00	5,340.00	
217	6" Sleeved Connection	10	EA	1,679.00	16,790.00	
218	8" Sleeved Connection	10	EA	1,713.00	17,130.00	
219	10" Sleeved Connection	4	EA	2,014.00	8,056.00	
220	12" Sleeved Connection	4	EA	2,302.00	9,208.00	
221	Reverse Deadman for 2" or 4" Pipe	3	EA	1,401.00	4,203.00	
222	Reverse Deadman for 6" or 8" Pipe	5	EA	1,781.00	8,905.00	
223	Reverse Deadman for 10" or 12" Pipe	3	EA	2,849.00	8,547.00	
224	DI Fittings FM C 153 (Compact Body)	2	TN	41,380.00	82,760.00	
225	2" Air Release Assembly (In-line)	2	EA	14,958.00	29,916.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
226	2" Air Release Assembly (Offset)	2	EA	10,200.00	20,400.00
227	2" RWGV (Resilient Wedge Gate Valve) & Box	4	EA	1,155.00	4,620.00
228	4" RWGV & Box C 515	4	EA	1,429.00	5,716.00
229	6" RWGV & Box C 515	10	EA	1,816.00	18,160.00
230	8" RWGV & Box C 515	5	EA	2,548.00	12,740.00
231	10" RWGV & Box C 515	2	EA	3,676.00	7,352.00
232	12" RWGV & Box C 515	2	EA	4,077.00	8,154.00
233	Adjust Valve Box to Finished Grade (In Pavement)	5	EA	578.00	2,890.00
234	Adjust Valve Box to Finished Grade (Outside of Pavement)	5	EA	278.00	1,390.00
235	4" Line Stop	1	EA	8,234.00	8,234.00
236	6" Line Stop	1	EA	9,320.00	9,320.00
237	8" Line Stop	1	EA	11,682.00	11,682.00
238	10" Line Stop	1	EA	15,300.00	15,300.00
239	12" Line Stop	1	EA	16,740.00	16,740.00
240	4" x 2" Tapping Saddle Valve & Box	2	EA	1,774.00	3,548.00
241	4" x 4" Tapping Sleeve Valve & Box	2	EA	3,759.00	7,518.00
242	6" x 2" Tapping Saddle Valve & Box	2	EA	1,801.00	3,602.00
243	6" x 4" Tapping Sleeve Valve & Box	2	EA	3,629.00	7,258.00
244	6" x 6" Tapping Sleeve Valve & Box	2	EA	4,454.00	8,908.00
245	8" x 2" Tapping Saddle Valve & Box	2	EA	1,829.00	3,658.00
246	8" x 4" Tapping Sleeve Valve & Box	2	EA	3,644.00	7,288.00
247	8" x 6" Tapping Sleeve Valve & Box	2	EA	4,145.00	8,290.00
248	8" x 8" Tapping Sleeve Valve & Box	2	EA	5,486.00	10,972.00
249	10" x 2" Tapping Saddle Valve & Box	2	EA	1,856.00	3,712.00
250	10" x 4" Tapping Sleeve Valve & Box	2	EA	3,688.00	7,376.00
251	10" x 6" Tapping Sleeve Valve & Box	2	EA	4,227.00	8,454.00
252	10" x 8" Tapping Sleeve Valve & Box	2	EA	5,556.00	11,112.00
253	10" x 10" Tapping Sleeve Valve & Box	2	EA	7,414.00	14,828.00
254	12" x 2" Tapping Saddle Valve & Box	2	EA	1,870.00	3,740.00
255	12" x 4" Tapping Sleeve Valve & Box	2	EA	3,927.00	7,854.00
256	12" x 6" Tapping Sleeve Valve & Box	2	EA	4,294.00	8,588.00
257	12" x 8" Tapping Sleeve Valve & Box	2	EA	5,398.00	10,796.00
258	12" x 10" Tapping Sleeve Valve & Box	2	EA	7,021.00	14,042.00
259	12" x 12" Tapping Sleeve Valve & Box	2	EA	9,471.00	18,942.00
260	4' Dia. - Precast Manhole Standard	30	VF	1,275.00	38,250.00
261	4' Dia. - Precast Manhole Inside Drop	10	VF	1,643.00	16,430.00
262	4' Dia. - Precast Manhole Outside Drop	10	VF	1,448.00	14,480.00
263	5' Dia. - Precast Manhole Standard	30	VF	1,605.00	48,150.00
264	5' Dia. - Precast Manhole Inside Drop	10	VF	1,943.00	19,430.00
265	5' Dia. - Precast Manhole Outside Drop	10	VF	1,838.00	18,380.00
266	5' Dia. - Precast Air Release Manhole	10	VF	2,078.00	20,780.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
267	6' Dia. - Precast Manhole Standard	30	VF	2,025.00	60,750.00
268	6' Dia. - Precast Manhole Inside Drop	10	VF	2,370.00	23,700.00
269	6' Dia. - Precast Manhole Outside Drop	10	VF	2,265.00	22,650.00
270	Removal of Existing Manhole	3	EA	1,478.00	4,434.00
271	Remove Existing Manhole Additional	30	VF	132.00	3,960.00
272	Initial Excavation - 0'-6' Deep	5	EA	9,811.00	49,055.00
273	Initial Excavation - 6'-8' Deep	6	EA	10,348.00	62,088.00
274	Initial Excavation - 8'-10' Deep	6	EA	9,893.00	59,358.00
275	Initial Excavation - 10'-12' Deep	6	EA	12,265.00	73,590.00
276	Initial Excavation - 12'-14' Deep	3	EA	12,925.00	38,775.00
277	Initial Excavation - 14'-16' Deep	3	EA	14,493.00	43,479.00
278	Initial Excavation - 16'-18' Deep	2	EA	15,352.00	30,704.00
279	Initial Excavation - 18'-20' Deep	2	EA	16,363.00	32,726.00
280	Additional Excavation - 0'-6' Deep	100	LF	106.00	10,600.00
281	Additional Excavation - 6'-8' Deep	100	LF	95.00	9,500.00
282	Additional Excavation - 8'-10' Deep	100	LF	116.00	11,600.00
283	Additional Excavation - 10'-12' Deep	100	LF	116.00	11,600.00
284	Additional Excavation - 12'-14' Deep	100	LF	165.00	16,500.00
285	Additional Excavation - 14'-16' Deep	100	LF	165.00	16,500.00
286	Additional Excavation - 16'-18' Deep	50	LF	234.00	11,700.00
287	Additional Excavation - 18'-20' Deep	50	LF	234.00	11,700.00
288	Wastewater Bypass Pumping, Set up, 6" - 10" diameter	5	EA	908.00	4,540.00
289	Wastewater Bypass Pumping, Set up, 12" - 14" diameter	2	EA	1,246.00	2,492.00
290	Wastewater Bypass Pumping, Set up, 15" - 21" diameter	2	EA	1,664.00	3,328.00
291	Wastewater Bypass Pumping, Set up, 24" diameter	2	EA	2,496.00	4,992.00
292	Wastewater Bypass Pumping, Operation, 6" - 10" diameter	10	DAY	2,723.00	27,230.00
293	Wastewater Bypass Pumping, Operation, 12" - 14" diameter	5	DAY	5,754.00	28,770.00
294	Wastewater Bypass Pumping, Operation, 15" - 21" diameter	5	DAY	5,754.00	28,770.00
295	Wastewater Bypass Pumping, Operation, 24" diameter	2	DAY	7,920.00	15,840.00
296	6" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	3,910.00	7,820.00
297	6" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	3,054.00	15,270.00
298	8" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	4,314.00	8,628.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
299	8" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	3,335.00	16,675.00
300	10" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	4,898.00	9,796.00
301	10" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	3,654.00	18,270.00
302	12" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	6,089.00	12,178.00
303	12" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	4,002.00	20,010.00
304	15"/16" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	8,260.00	16,520.00
305	15"/16" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	7,154.00	14,308.00
306	18" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	11,361.00	22,722.00
307	18" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	8,735.00	17,470.00
308	21" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	14,642.00	29,284.00
309	21" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	11,597.00	23,194.00
310	24" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	16,494.00	32,988.00
311	24" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	13,325.00	26,650.00
312	6" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	142.00	2,840.00
313	6" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	87.00	4,350.00
314	8" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	163.00	3,260.00
315	8" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	100	LF	102.00	10,200.00
316	10" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	175.00	3,500.00
317	10" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	100	LF	141.00	14,100.00
318	12" Dia. Pipe Gravity Sewer Point Repair Additional Length (DI Replacement Pipe)	50	LF	204.00	10,200.00
319	12" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	20	LF	177.00	3,540.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
320	15"/16" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	279.00	5,580.00	
321	15"/16" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	151.00	7,550.00	
322	18" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	322.00	6,440.00	
323	18" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	171.00	8,550.00	
324	21" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	397.00	7,940.00	
325	21" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	233.00	11,650.00	
326	24" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	485.00	9,700.00	
327	24" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	350.00	17,500.00	
328	2" Dia. Pipe Forcemain Point Repair	3	EA	2,008.00	6,024.00	
329	4" Dia. Pipe Forcemain Point Repair	3	EA	3,649.00	10,947.00	
330	6" Dia. Pipe Forcemain Point Repair	3	EA	4,221.00	12,663.00	
331	8" Dia. Pipe Forcemain Point Repair	3	EA	5,169.00	15,507.00	
332	10" Dia. Pipe Forcemain Point Repair	2	EA	5,019.00	10,038.00	
333	12" Dia. Pipe Forcemain Point Repair	2	EA	5,723.00	11,446.00	
334	Replace Manhole Ring & Cover (Asphalt Pavement)	5	EA	2,340.00	11,700.00	
335	Replace Manhole Ring & Cover (Unpaved)	5	EA	878.00	4,390.00	
336	Manhole Bench Replacement, 4' Diameter	2	EA	667.00	1,334.00	
337	Manhole Bench Replacement, 5' Diameter	2	EA	756.00	1,512.00	
338	Manhole Bench Replacement, 6' Diameter	2	EA	853.00	1,706.00	
339	Adjust Manhole Ring & Cover to Finished Grade (In Pavement)	5	EA	1,614.00	8,070.00	
340	Adjust Manhole Ring & Cover to Finished Grade (Outside of Pavement)	5	EA	713.00	3,565.00	
341	Flowable Concrete Fill	100	CY	228.00	22,800.00	
342	Roadway Base, Lime Rock, Primed, Min. LBR 100, Variable Thickness	120	CY	220.00	26,400.00	
343	Roadway Base, Crushed Concrete/Graded Aggregate, Min. LBR 100, Variable Thickness	120	CY	174.00	20,880.00	
344	Superpave Asphalt Base, Type B 12.5, Variable Thickness	50	TN	358.00	17,900.00	
345	Superpave Asphalt Concrete, Type SP 9.5, Fine, Traffic Level C, Variable Thickness	100	TN	358.00	35,800.00	
346	Superpave Asphalt Concrete, Type SP 12.5, Fine, Traffic Level C, Variable Thickness	100	TN	358.00	35,800.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
347	Pavement, Cement Concrete, 6" Min Thickness (Driveways)	100	SY	165.00	16,500.00	
348	Pavement, Cement Concrete, 8" Thick	100	SY	303.00	30,300.00	
349	Driveway Restoration, In Kind, Decorative Block	50	SY	160.00	8,000.00	
350	Milling Existing Asphalt Pavement, 1/2" Average Depth	150	SY	26.00	3,900.00	
351	Milling Existing Asphalt Pavement, 3/4" Average Depth	150	SY	26.00	3,900.00	
352	Milling Existing Asphalt Pavement, 1" Average Depth	150	SY	26.00	3,900.00	
353	Curb & Gutter, Concrete, FDOT Type D	100	LF	70.00	7,000.00	
354	Curb & Gutter Concrete, FDOT Type F	100	LF	85.00	8,500.00	
355	Curb & Gutter, Concrete, Miami Curb	300	LF	128.00	38,400.00	
356	Valley Gutter, Concrete, PCED Index 1315	100	LF	128.00	12,800.00	
357	Sidewalk, Concrete, 4" Min. Thickness, Remove and Replace	500	SF	12.00	6,000.00	
358	Sidewalk, Concrete, 6" Min. Thickness, Remove and Replace	500	SF	39.00	19,500.00	
359	Sodding	4500	SF	1.00	4,500.00	
GRAND TOTAL					\$ 6,876,150.00	

LIQUIDATED DAMAGES

If the work on each individual project embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

See Attached

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Underground Utilities

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

None

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Rowland Inc. is not presently in violation of any Statutes or Rules
Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

Aggregate Bond Capacity is \$35,000,000.00 - No Claims

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

BIDDER'S EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	DESCRIPTION OF WORK	CONTACT NAME
Pinellas County	14 South Fort Harrison Avenue Clearwater, Florida 33756	(727) 464-4223	As-Needed Sewer Repair Annual Contract	Dennis Simpson
Pasco County	19420 Central Blvd. Land O'Lakes, FL 34637	(813) 235-6189 ext. 6953	As-Needed Sewer Repair Annual Contract	Eddie Elmore
City of Clearwater	100 S. Myrtle Ave. Clearwater, FL 33756	(727) 562-4798	As-Needed Sewer Repair Annual Contract	Todd Kuhnel
City of St. Pete Beach	155 Corey Avenue St. Pete Beach, FL 33706	(727) 363-9254	As-Needed Sewer Repair Annual Contract	Brett Warner
City of St. Petersburg	1650 Third Avenue North St. Petersburg, Florida 33713	(727) 892-5659	As-Needed Sewer Repair Annual Contract	Tony Seufert
Tampa Bay Water	2535 Landmark Drive Clearwater, Florida 33761	(727) 796-2355	As-Needed Contractor Service	Ed Davis

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Kevin D. Rowland, President

(Print individual's name and title)

for: Rowland Inc.

(Print name of entity submitting sworn statement)

at: 6855 102nd Ave. N. Pinellas Park, FL 33782

(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

59-0978899

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

K. D. Rowland

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- A predecessor or successor of a person convicted of a public entity crime or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of September, 2021, by Kevin D. Rowland, who is personally known to me or has produced Personally Known as identification.

(SEAL)



Notary Public – State of Florida

Honore P. DuFaux III

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Pinellas

I state that I Kevin D. Rowland, President of Rowland Inc.,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Rowland Inc., its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

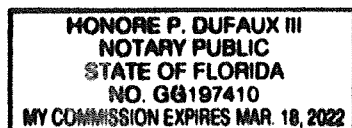
Name of Organization: Rowland Inc.

Signed By: K. D. Rowland

Print Name: Kevin D. Rowland

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of September, 2021, by Kevin D. Rowland, who is personally known to me or has produced Personally Known as identification.

(SEAL.)



Honore P. DuFaux III
Notary Public – State of Florida

Honore P. DuFaux III
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Approval of the Task Order for the Complete Streets Visioning Study

Date: November 15, 2022

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The task order being brought before the Commission is for St. Pete Beach Downtown Redevelopment District Complete Streets Network study, which the City received funding for through Forward Pinellas. The study, which was supported by the Commission via Resolution 2021-25, will help develop and identify plans for future multimodal connectivity through the City's Downtown Redevelopment District. This Plan will create a safe, equitable, and easily accessible alternative mobility network plan 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 Bay St)
- Coquina Way (from 76th Ave to 73rd Ave)
- Blind Pass Rd (from 77th Ave to Corey Ave)
- Mangrove Ave (from 75th Ave to 73rd Ave)

The work to be completed includes an analysis of the existing infrastructure, field assessments, and community meetings to develop concept plans for how the area can best serve the community in the future through an integrated network supporting alternative mobility options. The consulting firm selected for this study is Kimley Horn. This is due to Forward Pinellas's requirement that the City must use one of their pre-approved consultants. This also benefits the City in cost

savings as Kimley Horn has worked on other related complete streets projects within the study area, which will reduce any redundancies in the work to be completed.

Additionally, the agreement approved by the commission on August 9, 2022 authorized \$65,000 in total expenditures for the project - \$35,000 coming from Forward Pinellas and a \$30,000 City match. Forward Pinellas has since made the City aware of an error in the funding stated in that agreement. The corrected amount of funding awarded by Forward Pinellas through the grant is \$65,000. This increases the total funding to \$95,000 for the project - \$65,000 coming from Forward Pinellas and the \$30,000 match from the City. This does not increase the City's financial commitment from the original agreement, the additional funding is coming entirely from Forward Pinellas.

Funding:

Requested Motion: I move to approve the task order for the Downtown Redevelopment District Complete Streets Study.

Attachments:

1. Task Order - Complete Streets
2. Notice to Proceed - Complete Streets
3. Corrected Agreement - Complete Streets Study DTC



Ms. Michelle Gonzalez
Community Development
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

St. Pete Beach Downtown Redevelopment District Complete Streets Network Scope of Work

Project Overview

This project will assess the feasibility of creating a connected complete streets network throughout the Downtown Redevelopment District, referred to as the “study area”. This Plan 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 Bay St)
- Coquina Way (from 76th Ave to 73rd Ave)
- Blind Pass Rd (from 77th Ave to Corey Ave)
- Mangrove Ave (from 75th Ave to 73rd Ave)

Task 1 - Meetings and Public Outreach

Kimley-Horn will conduct the following as part of this task:

a. Kick-Off Meeting

Kimley-Horn will conduct one (1) virtual kick-off meeting with City staff to discuss the study area. Up to three (3) Kimley-Horn staff members will attend the kick-off meeting. The scope and schedule will also be discussed including timing of key milestones to include the site visit, stakeholder and public outreach, and timing of deliverables.

b. Stakeholder Meetings

Kimley-Horn will conduct up to two (2) stakeholder meetings and up to three (3) Kimley-Horn staff member will attend. The stakeholder meetings will be held virtually in small groups to be setup by City staff. The meetings will be held over one or two days and each meeting will be 1 to 1 ½ hours. It is anticipated that the meetings will be held with community leaders, businesses/landowners, real estate professionals or attorneys in the area identified by City staff. The meetings will be held to gain feedback on existing issues within the study area.

c. Community Forums

Kimley-Horn will prepare and conduct two (2) interactive community forums. The first forum will solicit input from community members on existing issues within the study area and vision for the Downtown Redevelopment District. The second forum will seek community input on the draft plan and concepts for the Downtown Redevelopment District. This forum will also focus on communicating strategies and improvements identified in the draft plan. Kimley-Horn will provide up to four (4) staff at the forums and City staff will secure the meeting space and notice the forums. The input collected at the community forums will be summarized which be included in the final Complete Streets Network Plan.

Deliverables:

- Kickoff meeting attendance and notes
- Stakeholder meeting materials and summary
- Community forum materials and summary

Task 2 - Existing Conditions and Initial Analysis

Kimley-Horn will conduct the following as part of this task:

a. Field Visit

Kimley-Horn will meet with City staff for one (1) site visit of the Downtown Redevelopment District. Up to three (3) Kimley-Horn staff members will attend the site visit. Kimley-Horn will document and observe existing conditions and identify potential improvements as part of the complete streets network plan. Particular attention will be paid to parking within the study area.

b. Existing Conditions Analysis and Parking Inventory Map

Kimley-Horn will utilize past planning efforts by the City to analyze the existing conditions within the study area. Information gathered during the field visit will be incorporated into the existing conditions analysis. A parking inventory analysis will be conducted as part of the existing conditions analysis.

- Collection and review of baseline information provided by City staff to include: right-of-way widths, parking lots, sidewalks, bike lanes, utilities, level of service, available traffic counts and Volume to Capacity (V/C) ratios, and posted speeds. The most recent five-year crash data for the study area will be requested from Forward Pinellas and included in the existing conditions analysis.
- Kimley-Horn will create a parking inventory map for parking within the right-of-way within the study area. Kimley-Horn will verify the parking inventory in the field utilizing up to two (2) staff. After, Kimley-Horn will produce an updated map based on the field inventory. The parking inventory map will include:
 - Parking spaces are within the right-of-way (broken down into commercial and residential spaces) in the study area.

- A desktop analysis (using property appraiser, aerials, and streetview) will be conducted to determine if parcels using the right-of-way parking have off-street parking available.
 - Kimley-Horn will review and consolidate the data to input into GIS. The parking inventory and occupancy data will be summarized on a map series (up to four maps) and a summary table.
- c. Opportunity and Constraints
- Kimley-Horn will develop an opportunity and constraints map depicting the entire study area. The map will display existing conditions, context, points of interest, parks, transit stops and opportunities and constraints relating to Complete Streets.

Deliverables:

- Field visit images and notes
- Existing conditions summary
- Parking inventory map
- Opportunity and constraints map

Task 3 - Complete Streets Network Plan Development and Final Report

The Complete Streets Network Plan development and final report will include the following:

- a. Draft Plan Development
- Kimley-Horn will utilize information gathered during the field visit, existing conditions analysis, and the first community forum to develop a draft complete street network plan. The Complete Streets Network Plan will build off previous plans to develop complete streets concepts and a list of strategies and improvements to implement within the study area. The previous information collected from the existing conditions analysis, previous mobility plan, fields visits, stakeholder meetings, and community forum will be used to develop concept plans to provide design guidance to convey design intent and identify specific complete streets improvements. A study area map will be developed to show improvement locations. The Complete Streets Network Plan will include recommendations and strategies relating to:
- On-street and off-street parking strategies and improvements
 - Safety improvements
 - Sidewalk improvements
 - ADA improvements (including curb ramps, sidewalks barriers, crossing improvements, detectable warnings/truncated domes)
 - Intersection and crossing improvements
 - Bicycle facility and amenity improvements
 - Locations for pedestrian-scale lighting
 - Locations for wayfinding improvements

- Connections to transit and micromobility
- Landscaping improvements within public right-of-way
- Utilization of Green Infrastructure and Low Impact Development methods

Kimley-Horn will develop draft concepts as part of the draft Plan. Kimley-Horn will develop up to three (3) 2D perspective renderings and up to two (2) 3D Lumion renderings. The 2D perspective renderings will be created using Photoshop to depict improvements and recommendations that will be identified in the Plan. The 3D Lumion renderings will show up to one (1) block length, or one (1) intersection of improvements and recommendation that will be identified in the Plan. The renderings are intended to be complete prior to the second community forum in order to share the recommendations and vision with the community. Kimley-Horn will conduct one round of updates to the renderings, if necessary, based on community feedback at the community forum. The final renderings will be included within the final Plan.

An Implementation and Funding section will be included in the Plan. Implementation and Funding actions will include the following:

- Prioritized improvements and phasing of improvements and recommendations
- Identification of funding and grant opportunities at the local, regional, state, and national level to fund improvements identified in the Plan

Kimley-Horn will provide a conceptual opinion of probable cost (OPC) for up to fifteen (15) proposed improvements identified in the Complete Streets Network Plan based on the limits of the proposed improvement and conceptual design assumptions. OPCs will not be based on design plans, and will not include estimates for utility relocations, property acquisition, easement acquisition, or site-specific conditions, conflicts and adjustments.

Disclaimer: The Consultant (Kimley-Horn) has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

To summarize the components listed in the tasks above, the Complete Street Network Plan is envisioned to include the following:

- Introduction of Plan
- Summary of existing conditions, challenges, and opportunities
- Complete Streets improvements and strategies:
 - Guiding principles and goals

- Complete Streets strategies, tools, and recommendations
 - Complete Streets improvement locations
 - Complete Streets concept renderings
- Project Implementation
 - Improvement project phasing
 - Funding strategies
 - OPCs

b. City Commission Hearing

Kimley-Horn will develop a presentation and present the final Complete Streets Network Plan in cooperation with City staff to the City Commission for review and adoption at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.

Deliverables:

- Five (5) Graphic Concepts (to be included in the Final Plan)
- OPCs for up to fifteen (15) projects (to be included in the Final Plan)
- Draft Complete Streets Network Plan
- One (1) round of updates to the draft plan based on comments from City staff
- One (1) Presentation to the City Commission for adoption of the draft Complete Streets Network Plan
- Final Complete Streets Network Plan

Timeline

Below is the anticipated schedule as agreed upon by Kimley-Horn and City staff.

- **Task 1:** Meetings and Public Outreach: 8 months from NTP
- **Task 2:** Existing Conditions and Initial Analysis: 3 months from NTP
- **Task 3:** Complete Streets Network Development and Final Report: 9 months from NTP

Fee and Billing

Kimley-Horn will provide the services outlined in Tasks 1-3 above for a Lump Sum as outlined below.

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

Task 1 – Meetings and Public Outreach	\$ 28,000.00
Task 2 – Existing Condition and Initial Analysis	\$ 17,000.00
Task 3 – Complete Streets Network Plan Development and Final Report	\$ 50,000.00

TOTAL LUMP SUM FEE	\$ 95,000.00
---------------------------	---------------------

Additional Tasks

Tasks not included in this scope of services that may be provided include:

- Detailed Opinion of Probable Costs
- Roadway survey
- Roadway design
- Rendering videos
- Additional graphics and renderings
- Additional stakeholder and community outreach
- Additional field visits
- Community Walk Audit
- Online-surveys
- Additional presentations
- Updates to the comprehensive plan or standards
- Updates to the land development code

Method of Compensation:

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

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Dawn Dodge, P.E.

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 10/27/2022



October 10, 2022

Michelle Gonzalez, AICP
City of St. Pete Beach
155 Corey Ave.,
St. Pete Beach, FL 33706

RE: Authorization of Notice to Proceed with the Development of a Concept Plan for the
Downtown Redevelopment District

Dear Ms. Gonzalez:

Enclosed is a copy of the Complete Streets agreement between the City of St. Pete Beach and Forward Pinellas. The agreement allows for the use of \$65,000 in Forward Pinellas grant funding for the development of a complete streets concept plan for the TC-1, TC-2 and CC-1 zoning districts, which comprise the majority of the City's Downtown Redevelopment District. Activities associated with this award are to be planning level only and are not to be expended on engineering level design work. Consultants used in the planning efforts must be procured consistent with Forward Pinellas' procurement procedures. The City may use one of the already procured Forward Pinellas Planning Consultants following the parameters of the agreement Forward Pinellas has in place with the consultant.

The activities associated with this scope of services may begin immediately and continue through June 30, 2023. Work is to be billed with the Lump Sum amount of \$65,000 for all tasks, to be billed quarterly as work is completed. All work must be completed before June 30, 2023. The payment for any work not completed before this date will be the responsibility of the City of St. Pete Beach.

Thank you for your time and effort in applying for this grant program. We look forward to working with you and continuing our partnership to develop Complete Streets projects throughout Pinellas County.

Please feel free to call me at (727) 464-8250 if you have any questions.

Sincerely,

Whit Blanton, FAICP

**AGREEMENT FOR COMPLETE STREETS FUNDING BETWEEN
FORWARD PINELLAS AND THE CITY OF ST. PETE BEACH**

THIS AGREEMENT ("AGREEMENT") is entered into the 14th day of Sept. 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 Downtown Redevelopment District 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 sixty-five thousand dollars (\$65,000), 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 sixty-five thousand dollars (\$65,000). 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 (FHWA), 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 \$65,000 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 \$65,000 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. INDEMNIFICATION

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. No Obligation by the Federal Government to Third Parties – 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 or 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: 9/14/2022

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 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 majority¹ 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.);

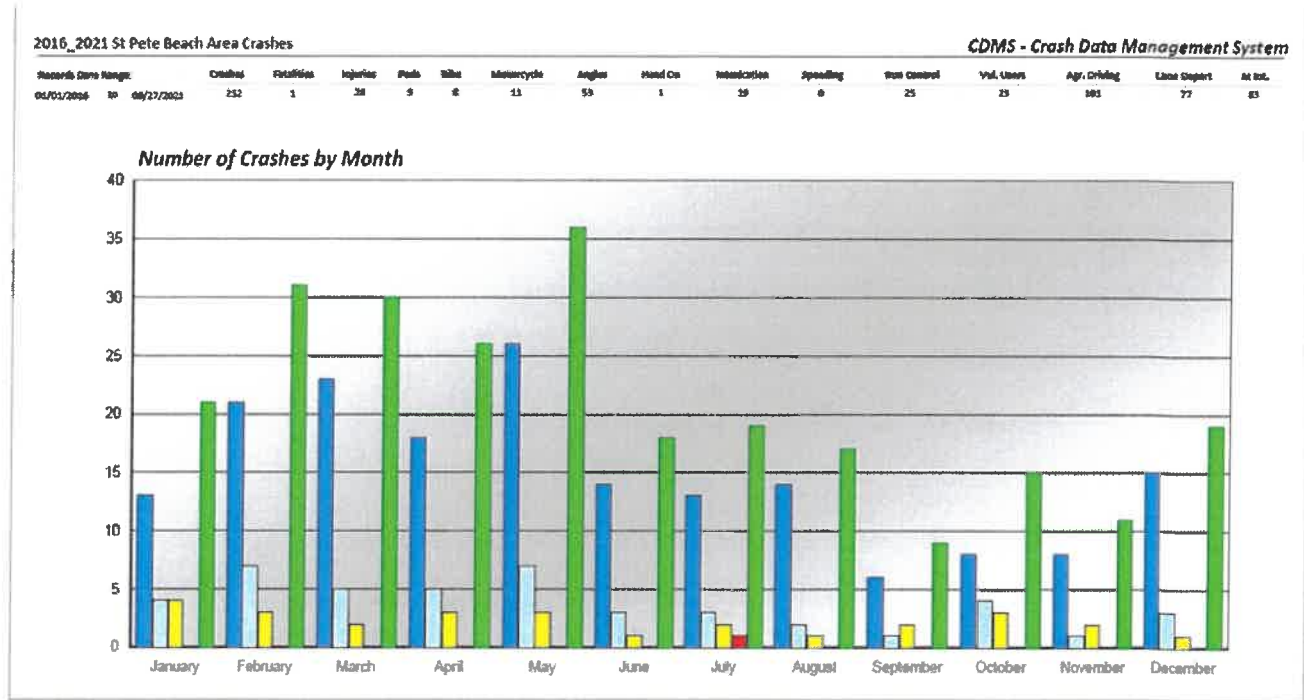
Bicycle facilities are currently located along Blind Pass Rd and Gulf Blvd, both running north to south. There are limited bicycle facilities on 75th Avenue, making use of “sharrow” [\[Exhibit G\]](#) markings at one of the most highly trafficked intersections in the city. The bike lanes that do exist 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.).



(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 routes 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 sharrows 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 transportation 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 motorists; 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.

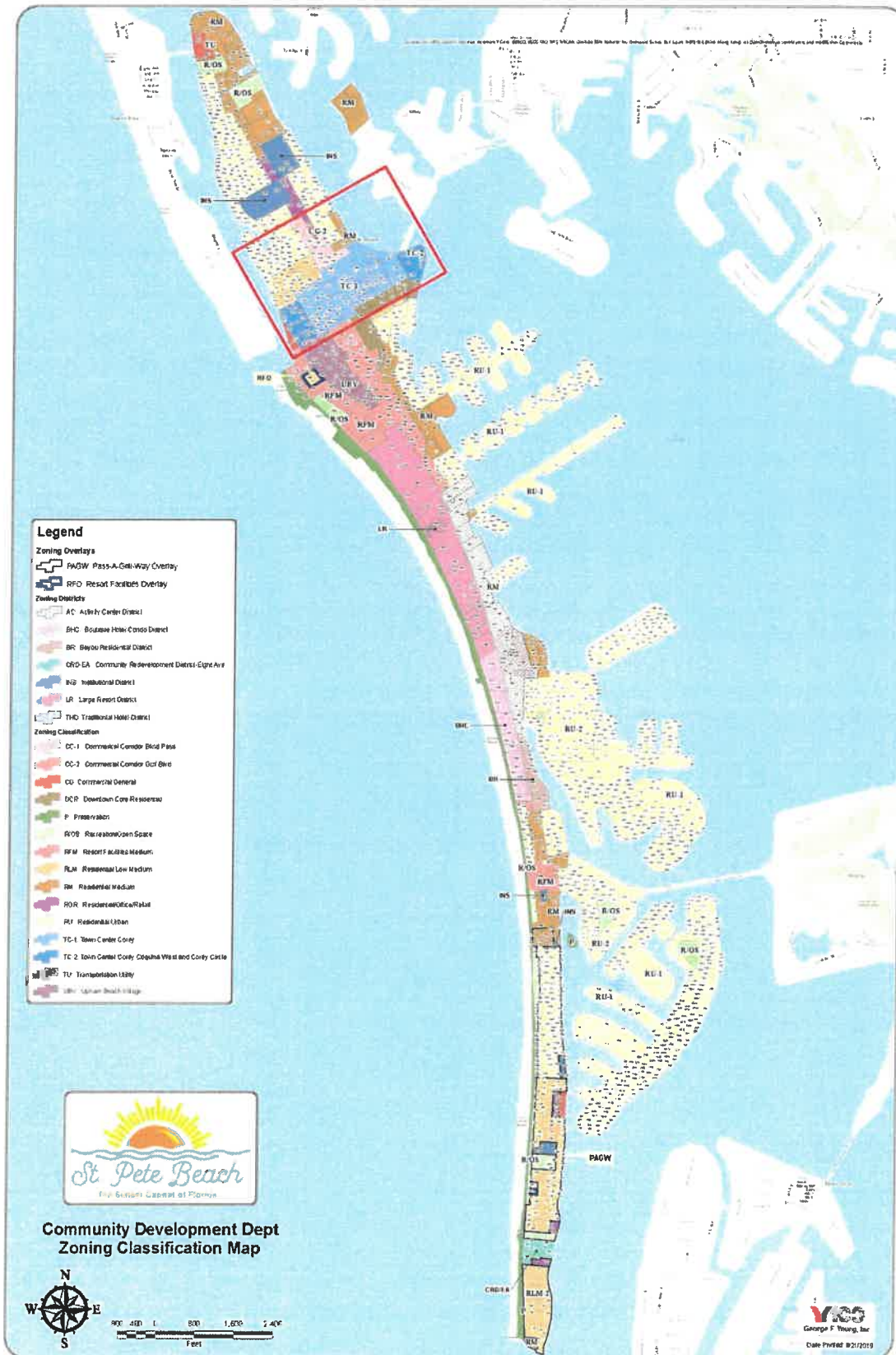
Lastly, the project will benefit people of low income who commute to St. Pete Beach for work by adding bicycle infrastructure and enhancing sidewalk connectivity to transit. This will help support better access to transit stops along 75th Avenue, Blind Pass Road and Gulf Boulevard, while also improving 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



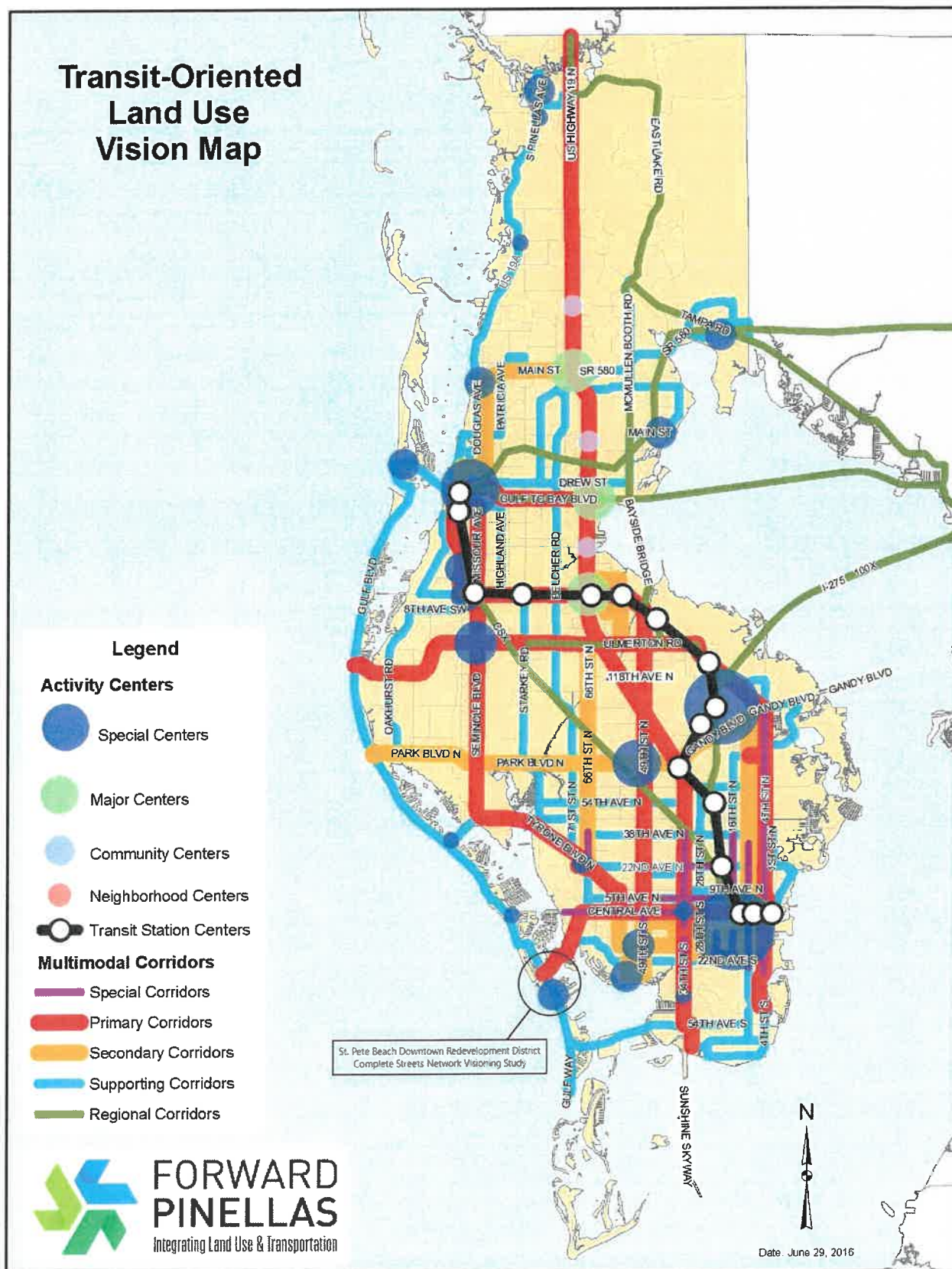
H. Crash Data From 2015-2019 as presented in the St. Pete Beach Micromobility Study (2020)



I. PSTA Transit Route Map



J. Transit-Oriented Land Use Vision Map



K. Corey Avenue Revitalization Vision Poster





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.

27113 (al)

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



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



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



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,

A handwritten signature in blue ink, appearing to read "Ken Hautmann".

Ken Hautmann
Owner

A handwritten signature in blue ink, appearing to read "Kim Beidelschies".

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: _____

**AGREEMENT FOR COMPLETE STREETS FUNDING BETWEEN
FORWARD PINELLAS AND THE CITY OF ST. PETE BEACH**

THIS AGREEMENT ("AGREEMENT") is entered into the 14th day of Sept. 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 Downtown Redevelopment District 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 sixty-five thousand dollars (\$65,000), 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 sixty-five thousand dollars (\$65,000). 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 (FHWA), 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/equity/economic-development/DBE-program.html>

- 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 \$65,000 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 \$65,000 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.

I. **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.fda.hhs.gov/oc/ohrt/fta/fta-agreement/fta-agreement.pdf>) 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. INDEMNIFICATION

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. No Obligation by the Federal Government to Third Parties – 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 or 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.

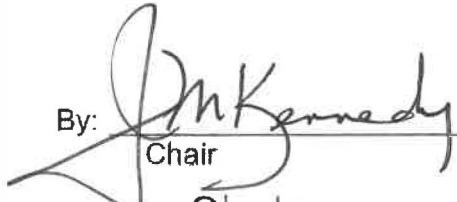
16. GOVERNING LAW AND VENUE

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: 9/14/2022

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 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 majority¹ 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.);

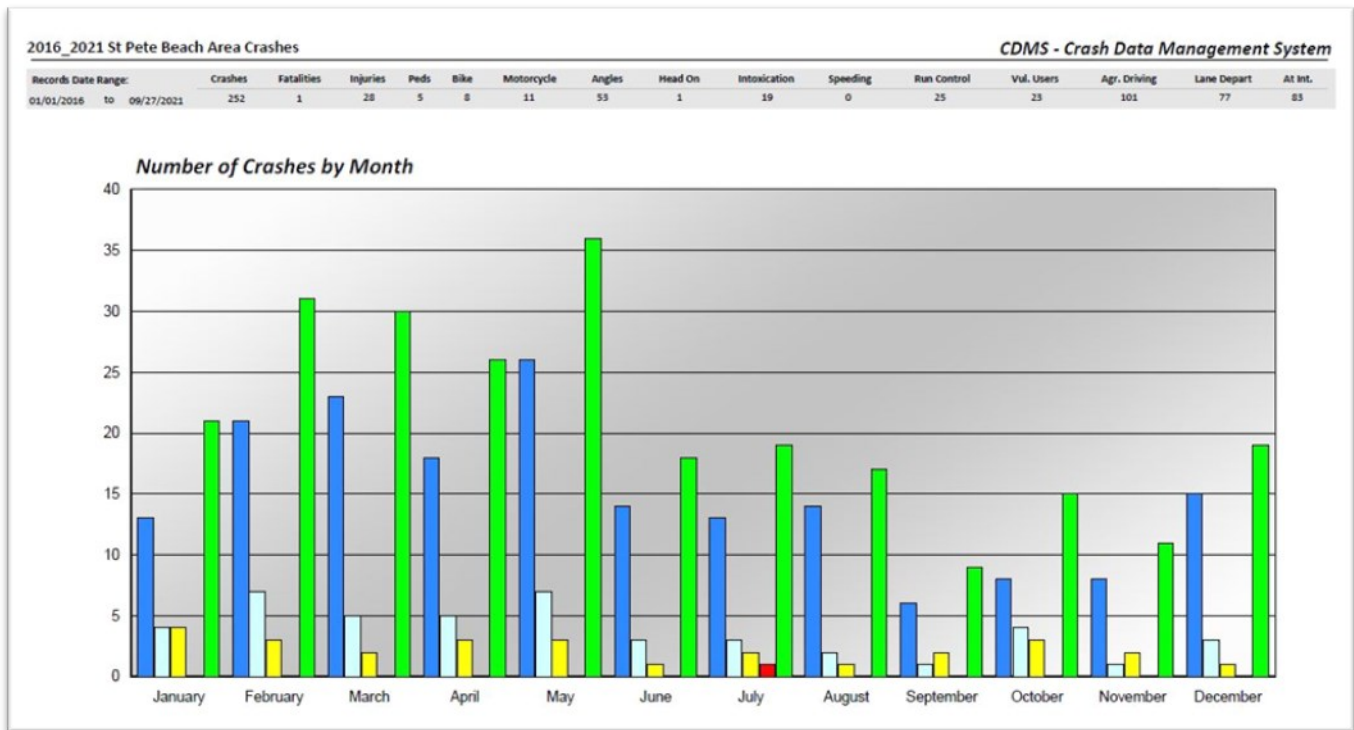
Bicycle facilities are currently located along Blind Pass Rd and Gulf Blvd, both running north to south. There are limited bicycle facilities on 75th Avenue, making use of “sharrow” [\[Exhibit G\]](#) markings at one of the most highly trafficked intersections in the city. The bike lanes that do exist 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.).



(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 routes 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 sharrows 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

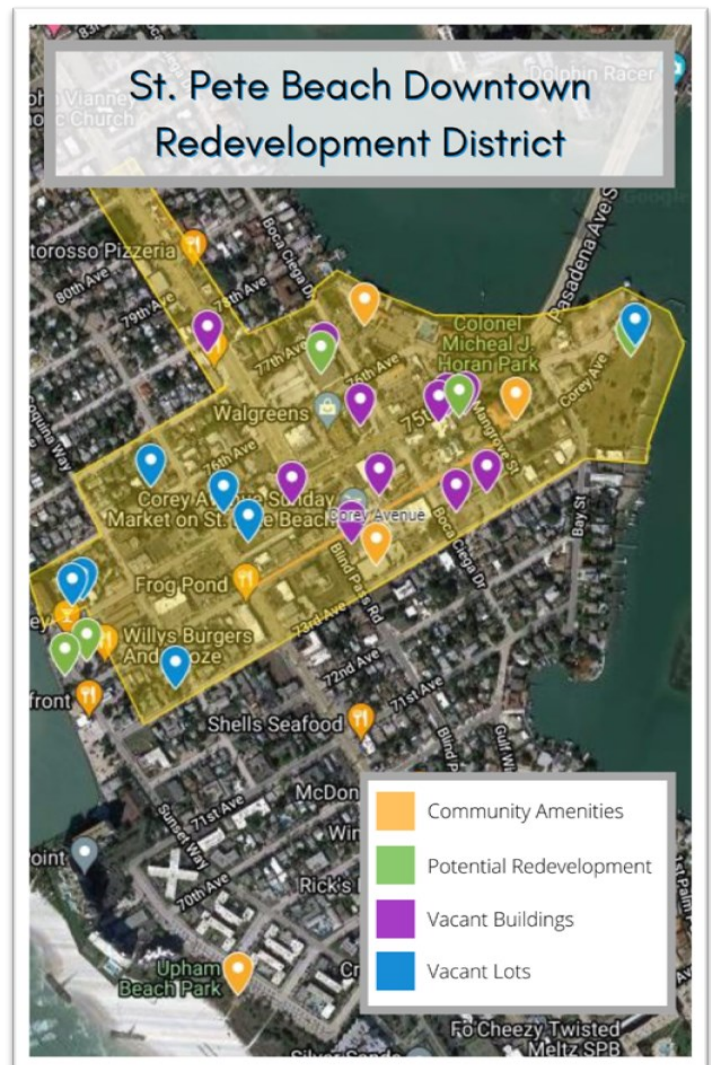
- In support of building location best practices, commercial properties in the commercial corridor are required to occupy minimum percentages of primary corridor frontages. All retail projects must provide for bicycle racks, and additional art and public amenities are listed as one of the City's nine 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 motorists; 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.

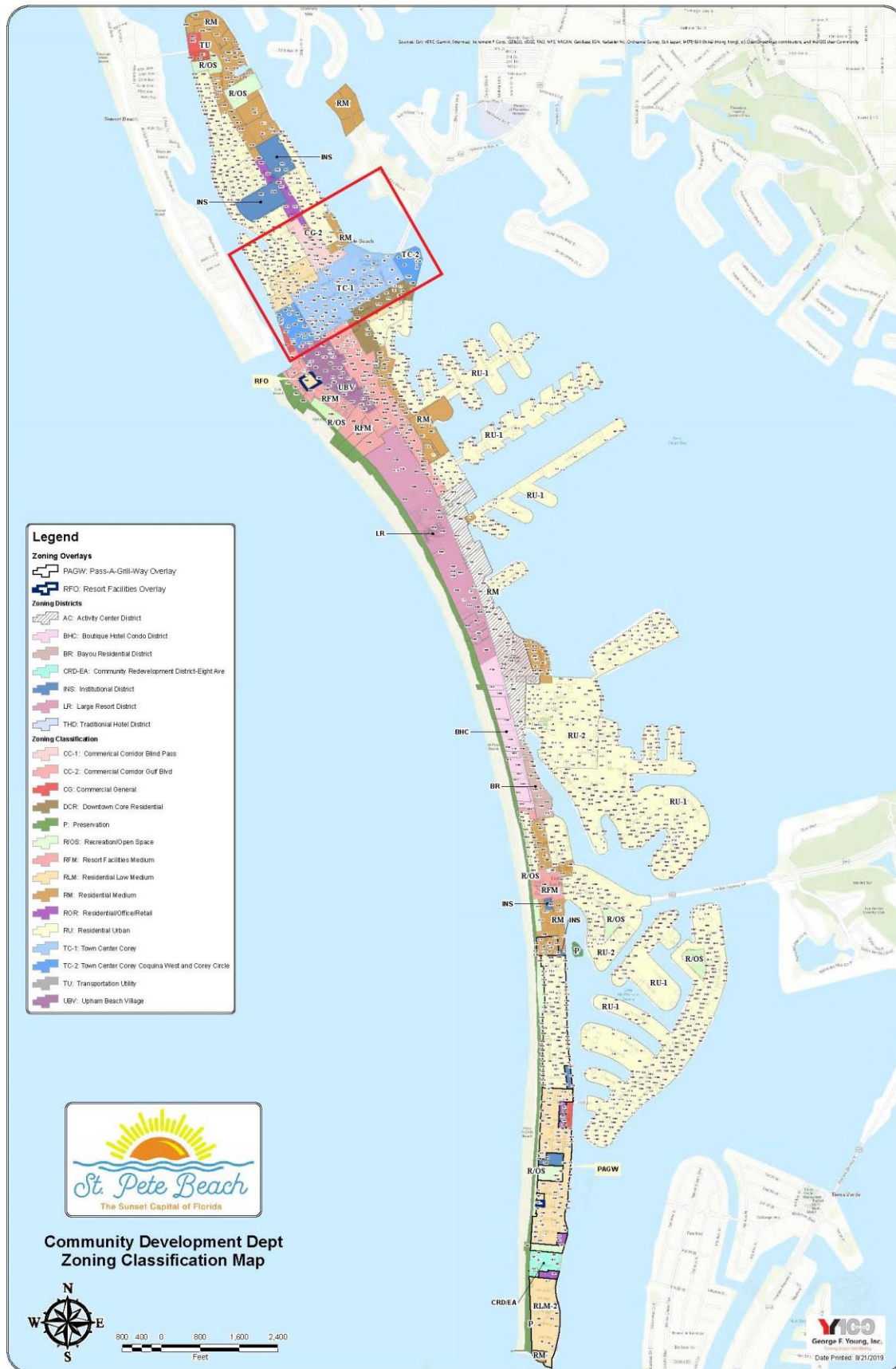
Lastly, the project will benefit people of low income who commute to St. Pete Beach for work by adding bicycle infrastructure and enhancing sidewalk connectivity to transit. This will help support better access to transit stops along 75th Avenue, Blind Pass Road and Gulf Boulevard, while also improving 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.

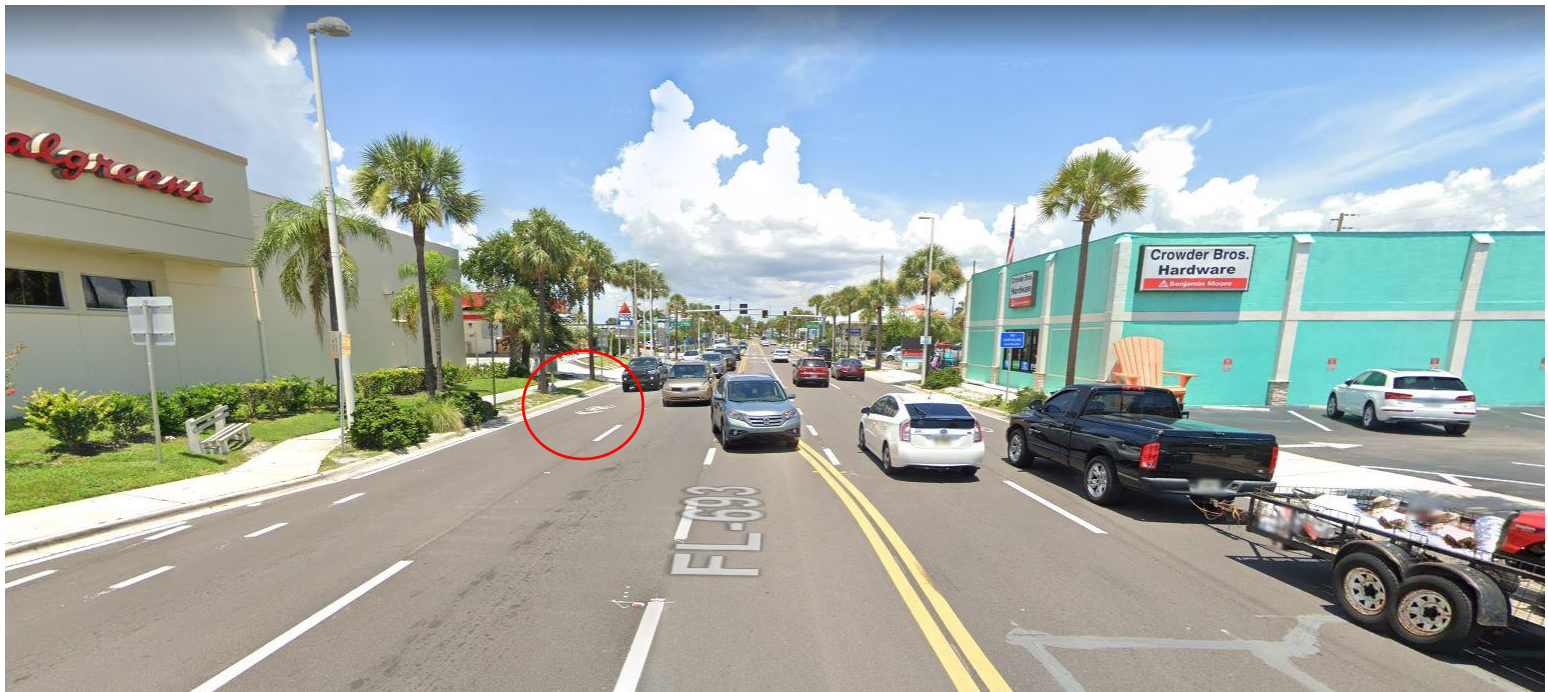


Lack of ADA ramp on most sides. Vehicles encroaching on sidewalk.

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



G. “Sharrow” Markings and Highly Trafficked Intersections



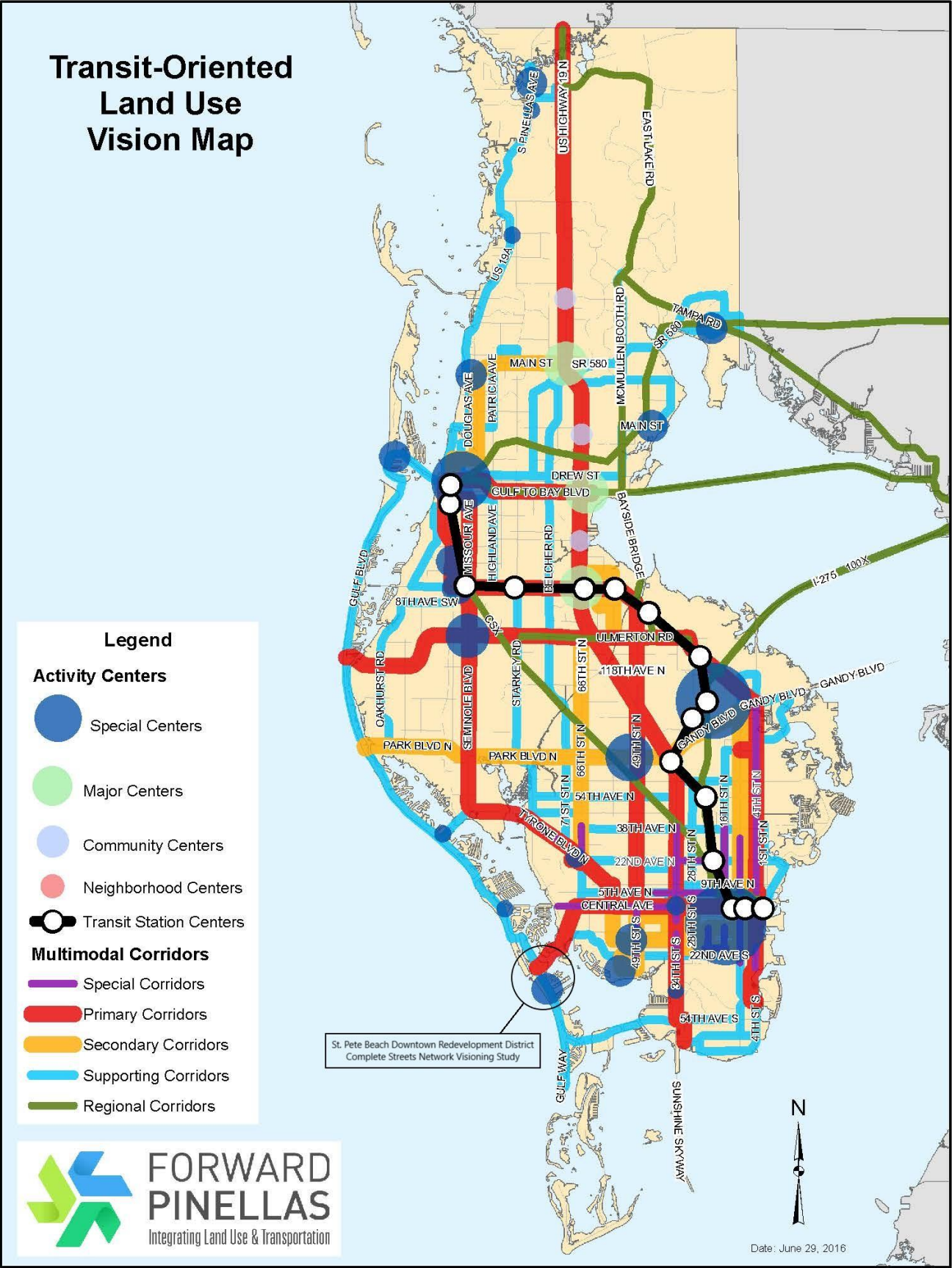
H. Crash Data From 2015-2019 as presented in the St. Pete Beach Micromobility Study (2020)



I. PSTA Transit Route Map



J. Transit-Oriented Land Use Vision Map

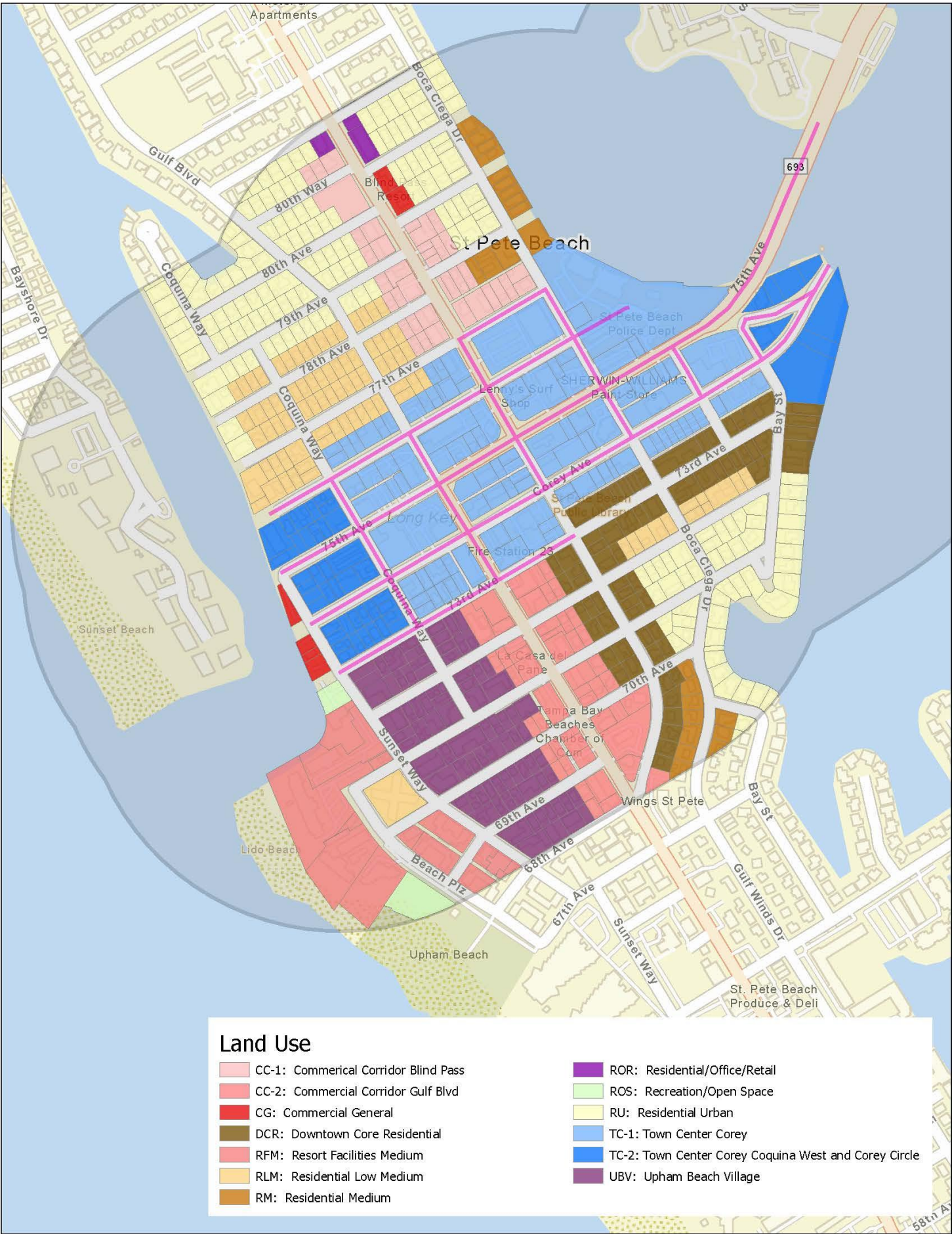


K. Corey Avenue Revitalization Vision Poster





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 (al)

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



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

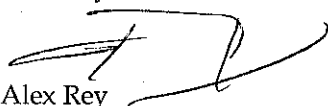
As the City Manager of St. Pete Beach, our city is pleased to submit the St. Pete Beach's Downtown Core Visioning Study Project application for Forward Pinellas Complete Street Concept Plan Grant Program. St. Pete Beach is known as the Sunset Capital of Florida and TripAdvisor's No. 1 Beach in the U.S., 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



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



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,

A handwritten signature in blue ink, appearing to read "KH", with a stylized flourish at the end.

Ken Hautmann
Owner

A handwritten signature in blue ink, appearing to read "K.B.", with a stylized flourish at the end.

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: Chill Parklet Design

Date: November 15, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: On June 28, 2022, the Commission approved Chill Restaurant's request to enter into an agreement with the City to operate a parklet using parking spaces on Corey Ave, paying \$1,500 per month or 10% of sales, whichever is greater, to begin once the Certificate of Occupancy is issued by the City.

The Commission was presented with a parklet design but wanted the City staff to explore a more permanent option by extending the sidewalk.

That option was presented to the Commission on October 11, 2022. The direction from the Commission was to make the design over 4 parking spaces, not 5 spaces.

The City had architect, James Whener, R.A., a contracted City architect, to design the option of extending the sidewalk. His design (Exhibit A) takes up 4 parking spaces in front of Chill Restaurant. The design uses one of the 4 parking spaces as parking as a shared resource for Corey Ave, designed as a multimodal pickup/drop off and additional open sitting for any Corey Avenue patrons. The cost for the permanent design is approximately \$100,000.

The applicant received a design of a removable street deck parklet from Archatrak (Exhibit B) at a cost of approximately \$50,000.

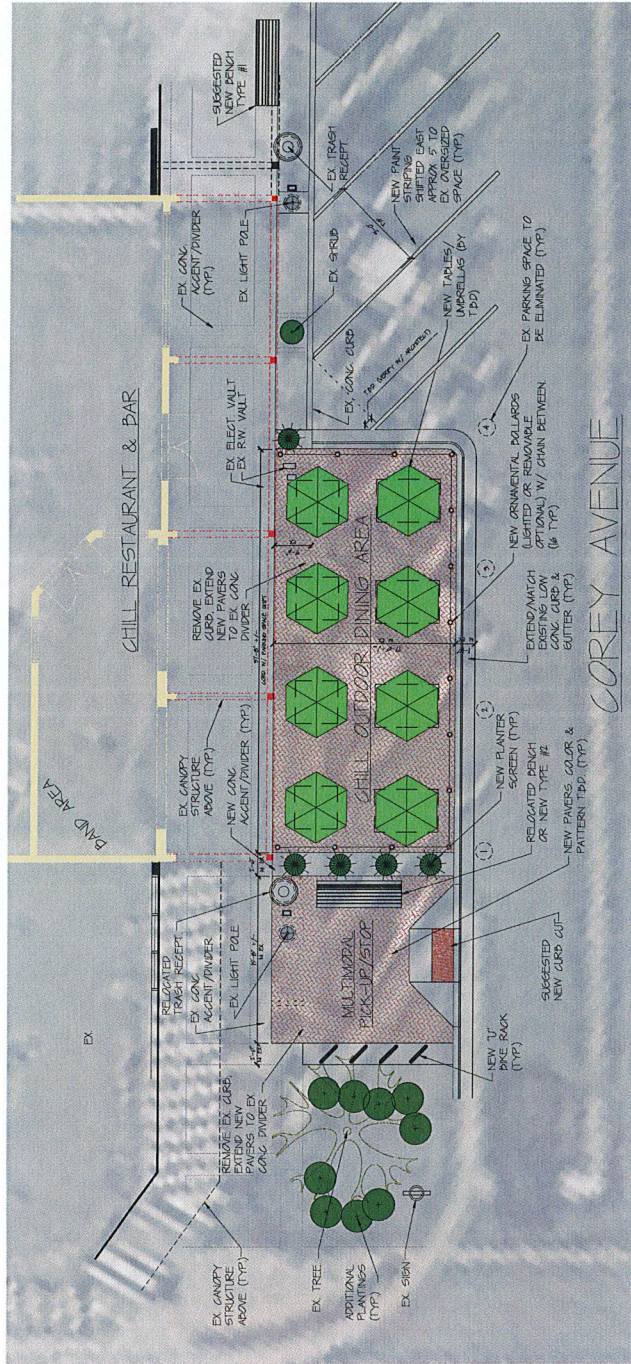
The applicant acknowledges that they have received a copy of the Parklet Program Guidelines and agrees to abide by the terms and conditions set forth in the Guideline, along with any terms and conditions included during the permitting process and any other

applicable federal, state, county, and local laws as amended during the term of the approved Permit. Failure to abide by such terms and conditions, or misuse of the Parklet Permit, may result in the suspension and/or revocation of the Parklet Permit.

Funding: N/A

Requested Motion: I move to approve the built-out design of the sidewalk that includes a multi-modal pick-up and drop-off section in the design.

Attachments: 1. chill parklet 11-8-22



OPTION #5R
SCALE: 3/16" = 1'-0"

SCALE: 3/16" = 1'-0"

**CONCEPT
DRAWING**

31071710

ST. PETE BEACH
COREY AVENUE PARKLET -
CHILL OUTDOOR DINING
CHILL RESTAURANT & BAR
357 COREY AVENUE
ST. PETE BEACH 33706

A5.1

OCTOBER 17, 2022

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2022-23 Brownfield Designation

Date: November 15, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Designating property located in the vicinity of 10 Corey Avenue, St Pete Beach, FL 33706 as a brownfield area pursuant to section 376.80 (2)(C), Florida Statutes, for the purpose of environmental rehabilitation, job creation, and promoting economic development.

Pursuant to Sections 376.77 - 376.85, Florida Statutes, the State of Florida has provided for the designation of a "brownfield area" by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment, and promote economic development and revitalization generally. Section 376.79 defines a brownfield area as "real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.

Funding: N/A

Requested Motion: No Action. Second public hearing will be held December 6, 2022 at 6:00 p.m. in these Chambers.

Attachments:

1. SPB Resolution - Brownfields Area for 10 Corey Avenue - final

RESOLUTION 2022-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, MAKING FINDINGS; DESIGNATING PROPERTY LOCATED IN THE VICINITY OF 10 COREY AVENUE, ST. PETE BEACH, FLORIDA, 33706 AND IDENTIFIED BY PARCEL ID NOS. 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, AND 25-31-15-78084-000-0141, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80 (2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF ST. PETE BEACH TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR SCRIVENOR'S ERROR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 376.77 – 376.85, Florida Statutes, the State of Florida has provided for designation of a “brownfield area” by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment, and promote economic development and revitalization generally.

WHEREAS, Section 376.79 defines a brownfield area as “real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.”

WHEREAS, RRPVI Corey SPB LLLP (“Ram”) has requested that the City Commission of the City of St. Pete Beach, Florida (the “City”) designate the property located at 7345 Bay Street, 71 Corey Avenue, 1 Corey Avenue, 10 Corey Avenue, and 73 75th Avenue, St. Pete Beach, Florida 33706, occupying Parcel Numbers 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, and 25-31-15-78084-000-0141 (the “Subject Property”), as depicted in Exhibit “A” and more particularly described in Exhibit “B” as the Corey Landing Green Reuse Area pursuant to Section 376.80 (2)(c), Florida Statutes, as amended, of Florida’s Brownfields Redevelopment Act.

WHEREAS, St. Pete Beach Holdings, LLC, the owner of the Subject Property, has consented to the designation.

WHEREAS, the City of St. Pete Beach has considered: (1) whether the Subject Property warrants economic development and has a reasonable potential for such activities; (2) whether the Subject Property to be designated represents a reasonably focused approach and is not overly large in geographic coverage; (3) whether the Subject Property has potential to interest the private sector in participating in rehabilitation; and (4) whether the Subject Property contains sites or parts of sites suitable for limited recreational space and for commercial and

multi-family residential development.

WHEREAS, the City of St. Pete Beach has reviewed the relevant criteria that apply in such designations as specified in Section 376.80 (2)(c), Florida Statutes, as amended, and has determined that the Subject Property qualifies for this designation because the following requirements have been satisfied: (1) Ram controls the Subject Property, has agreed to rehabilitate and redevelop the Subject Property, and the property owners consents to the designation; (2) the rehabilitation and redevelopment of the Subject Property will result in economic productivity of the area, along with the creation of at least five new permanent jobs which are full-time equivalent jobs not associated with the implementation of the Brownfield site rehabilitation and redevelopment; (3) the redevelopment of the Subject Property is consistent with the City's comprehensive plan with a mixed-use multifamily residential and commercial development and is a permissible use under the City's Land Development Code; (4) proper notice of the proposed rehabilitation of the Subject Property has been provided to neighboring property owners and nearby residents, and Ram has provided those receiving notice the opportunity to provide comments and suggestions about the rehabilitation; and (5) Ram has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan on the property.

WHEREAS, the City finds that City Hall is a location reasonably proximate to the area described herein and provides a fair and convenient venue for public input.

WHEREAS, the notice, publication, and public hearing requirements set forth in Section 376.80 (1), Florida Statutes, as amended, have been satisfied.

WHEREAS, the City shall notify the Florida Department of Environmental Protection ("FDEP") in writing and provide a copy of this Resolution setting forth the designation of the Corey Landing Green Reuse Area, a "brownfield area" to further its rehabilitation and redevelopment for purposes of Sections 376.77 – 376.85, Florida Statutes.

WHEREAS, the applicable procedures set forth in Sections 376.80 and 166.041, Florida Statutes, have been followed and proper notice has been provided in accordance with Sections 376.80 (1) and 166.041 (3)(c)(2), Florida Statutes.

WHEREAS, such designation shall not render the City liable for costs of site rehabilitation, including remediation, or source removal, as those terms are defined in Sections 376.79 (19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution.

WHEREAS, the City Commission of the City of St. Pete Beach finds that this Resolution is in the best interest of the health, safety, and welfare of its citizens.

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 finds that Ram has satisfied the criteria set forth in Section 376.80 (2)(c), Florida Statutes.

SECTION 3. Pursuant to the Florida Brownfields Redevelopment Act, Sections 376.77 through 376.86, Florida Statutes, the City Commission designates the Subject Property depicted on Exhibit “A” and legally described in Exhibit “B” attached hereto and incorporated herein by reference is hereby designated as a “Brownfield area” for purposes of Sections 376.77 – 376.85, Florida Statutes.

SECTION 4. Ram shall be responsible for the Brownfield site remediation and rehabilitation on the property currently owned by it within the Brownfield area.

SECTION 5. The City Clerk is hereby authorized to notify the FDEP of the City Commission’s resolution to designate the Corey Landing Green Reuse Area a “brownfield area” for remediation, rehabilitation, and economic development for the purposes set forth in Sections 376.66 through 376.85, Florida Statutes.

SECTION 6. Designating said area as a Brownfield area shall in no way render the City responsible for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79 (17-18), Florida Statutes, or for any other costs that may arise or be incurred.

SECTION 7. If any provision of this resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or application of this resolution which can be given effect without the invalid provision or application, and to thus end the provision of this resolution are severable.

SECTION 8. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 9. 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

EXHIBIT A

PROPERTY SUMMARIES

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
15-Aug-2006	\$0	U	I	STROSS JOHN E	WILLIAM KARNS ENTERPRISES INC	15308/0804
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$5,850,000	U	I	STROSS JOHN E	KARNS, WILLIAM ENTERPRISES INC	14913/1047
10-Dec-2001	\$100	U	I	TAPPAN CARLEEN R PR	STROSS, JOHN E	11765/2011

2022 Land Information

Land Area: 1.0700 acres 46,609 sf			Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	0x0	\$50	46,614	SF	1.0000	\$2,330,701	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$38.00	1,292.0	\$49,096	\$19,638	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20101063	DOCK	23-Sep-2010	\$5,400
RC40757-10	DOCK	30-Jul-2010	\$0
20070804	DEMOLITION	23-Jul-2007	\$30,000
16158	ROOF	09-Jan-1998	\$740
14934	ROOF	14-Jul-1997	\$1,800
14670	DOCK	28-Apr-1997	\$6,000
014518	CANOPY	18-Apr-1997	\$1,100
14103	ADDITION/REMODEL/RENOVATION	19-Mar-1997	\$15,000

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 36-31-15-00000-140-0300				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1090 Vacant Commercial Land w/XFSB				
Site Address COREY AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description PART OF GOVT LOT 1 IN SEC 36-31-15 DESC FROM MOST N'LY COR OF BLK 52 OF GEORGIA AVE REP TH CUR LT RAD 593.99FT ARC 235.96FT CB N48D37'10"E 234.42 FT F				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	

				
---	--	--	--	--

Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications
2023	No	0%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	/

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$697,663	\$621,588	\$621,588	\$697,663	\$621,588

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$536,181	\$536,181	\$536,181	\$536,181	\$536,181
2019	N	\$508,274	\$508,274	\$508,274	\$508,274	\$508,274
2018	N	\$479,374	\$479,374	\$479,374	\$479,374	\$479,374
2017	N	\$451,468	\$451,468	\$451,468	\$451,468	\$451,468
2016	N	\$423,562	\$423,562	\$423,562	\$423,562	\$423,562

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$3,800,000	U	I	RICHARDSON RICHARD A	KARNS, WILLIAM ENTERPRISES INC	14913/1065
01-Nov-2001	\$0	U	I	TAPPAN CARLEEN R PR	RICHARDSON, RICHARD A	11655/1576
01-Nov-2001	\$598,300	Q	I	TAPPAN & STROSS PROPERTIES L C	RICHARDSON, RICHARD A	11655/1487

2022 Land Information

Land Area: 0.3770 acres 16,422 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	74x226	\$50	16,416	SF	1.0000	\$820,780

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	0.00	584.0	\$0	\$0	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
RC41886-12	DOCK	02-May-2012	\$0
20120298	DOCK	22-Mar-2012	\$8,033
20070805	DEMOLITION	23-Jul-2007	\$25,000
20020338	ADDITION/REMODEL/RENOVATION	12-Jun-2002	\$27,000
20020439	ADDITION/REMODEL/RENOVATION	05-Jun-2002	\$13,500

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$7,505,000	U	I	R L FRENCH LAND DEVELOPMENT IN	KARNS, WILLIAM ENTERPRISES INC	14913/1069
03-Feb-2006	\$40,000,000	U	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	14913/1075
03-Feb-2006	\$100	U	I	RL FRENCH REAL EST HOLDINGS IN	KARNS, WILLIAM ENTERPRISES INC	14913/1071

2022 Land Information

Land Area: 1.6125 acres 70,241 sf		Frontage and/or View: Intracoastal				Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	0x0	\$50	70,221	SF	1.0000	\$3,511,052	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$38.00	1,200.0	\$45,600	\$18,240	1976
DOCK	\$38.00	600.0	\$22,800	\$9,120	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20070801	DEMOLITION	23-Jul-2007	\$3,000
20041416	ROOF	02-Nov-2004	\$5,400
M3289203	DOCK	13-May-2003	\$0
20030298	DOCK	01-May-2003	\$38,000
PER-H-CB270676	MISCELLANEOUS	07-Mar-2003	\$903
M2961801	DOCK	04-Jun-2001	\$0
15391	MISCELLANEOUS	10-Sep-1997	\$3,250
014357	MISCELLANEOUS	18-Apr-1997	\$1,000
14208	ROOF	12-Mar-1997	\$3,600

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 25-31-15-78084-000-0141				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1000 Vacant Commercial Land				
Site Address 73 75TH AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS BEG SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH N30DW 120 FT(S) T				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	

--

Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2023	No	0%		
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$373,461	\$328,646	\$328,646	\$373,461	\$328,646

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$283,830	\$283,830	\$283,830	\$283,830	\$283,830
2019	N	\$268,892	\$268,892	\$268,892	\$268,892	\$268,892
2018	N	\$253,954	\$253,954	\$253,954	\$253,954	\$253,954
2017	N	\$239,015	\$239,015	\$239,015	\$239,015	\$239,015
2016	N	\$224,077	\$224,077	\$224,077	\$224,077	\$224,077

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$1,500,000	U	I	GULF COAST DEVELOPMENT DEVELOP	KARNS, WILLIAM ENTERPRISES INC	14913/1038
10-Jun-2005	\$100	UM	I	CALOMIRIS GEORGE PETER	GULF COAST DEV PARTNERS	14373/1095

2022 Land Information

Land Area: 0.2016 acres 8,782 sf		Frontage and/or View: Do Not Use				Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	0x0	\$50	8,787	SF	1.0000	\$439,366	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20070803	DEMOLITION	23-Jul-2007	\$25,000

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 25-31-15-78084-000-0142				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1000 Vacant Commercial Land				
Site Address 71 COREY AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS FROM SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH NE'LY ALG R/W 65				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	

Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2023	No	0%		
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$732,879	\$659,228	\$659,228	\$732,879	\$659,228

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$568,524	\$568,524	\$568,524	\$568,524	\$568,524
2019	N	\$539,607	\$539,607	\$539,607	\$539,607	\$539,607
2018	N	\$508,634	\$508,634	\$508,634	\$508,634	\$508,634
2017	N	\$479,816	\$479,816	\$479,816	\$479,816	\$479,816
2016	N	\$450,999	\$450,999	\$450,999	\$450,999	\$450,999

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	I	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$1,500,000	U	I	GULF COAST DEVELOPMENT DEVELOP	KARNS, WILLIAM ENTERPRISES INC	14913/1038
10-Jun-2005	\$100	UM	I	CALOMIRIS GEORGE PETER	GULF COAST DEV PARTNERS	14373/1095

2022 Land Information

Land Area: 0.3957 acres 17,237 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	135x128	\$50	17,244	SF	1.0000	\$862,211

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20120297	DOCK	22-Mar-2012	\$10,667
20070800	DEMOLITION	23-Jul-2007	\$20,000
CA 339920	DOCK	11-Mar-2004	\$0
20040025	DOCK	05-Feb-2004	\$5,080
20010186	ADDITION/REMODEL/RENOVATION	28-Jun-2001	\$50,000

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 25-31-15-78084-000-0143				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1000 Vacant Commercial Land				
Site Address 1 COREY AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS FROM SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH ALG CURVE TO LEF				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	
				

Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2023	No	0%		
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$436,572	\$384,183	\$384,183	\$436,572	\$384,183

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$331,794	\$331,794	\$331,794	\$331,794	\$331,794
2019	N	\$314,332	\$314,332	\$314,332	\$314,332	\$314,332
2018	N	\$296,868	\$296,868	\$296,868	\$296,868	\$296,868
2017	N	\$279,406	\$279,406	\$279,406	\$279,406	\$279,406
2016	N	\$261,943	\$261,943	\$261,943	\$261,943	\$261,943

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	I	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$2,180,000	U	I	COSTA MARSHALL A JR	KARNS, WILLIAM ENTERPRISES INC	14913/1060
17-Apr-2000	\$100	U	I	COSTA MARSHALL A TR	COSTA, MARSHALL A JR	10880/0372

2022 Land Information

Land Area: 0.2354 acres 10,254 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	141x87	\$50	10,272	SF	1.0000	\$513,614

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
15733	MISCELLANEOUS	26-Nov-1997	\$2,200
14939	ROOF	10-Jul-1997	\$2,450
14848	SIDING/EXTERIOR WALL	08-May-1997	\$7,100
14697	SIDING/EXTERIOR WALL	30-Apr-1997	\$8,490

EXHIBIT B

LEGAL DESCRIPTIONS

PARCEL #1 (GULF COAST DEVELOPMENT PARCEL):

TRACT 1: THAT PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF CAROLINA AVENUE, SAID POINT BEING 376.74 FEET NORTH AND 275.46 FEET EAST OF A MONUMENT IN THE SOUTHEAST CORNER OF BLOCK 63 OF GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE BY A CURVE TO THE RIGHT, RADIUS 481.67 FEET, ARC 135 FEET, CHORD SOUTH 52°13' 53" WEST, 134.56 FEET; THENCE NORTH 30° WEST, 146.2 FEET, MORE OR LESS, TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WATERS OF BOCA CIEGA BAY TO A POINT NORTH 30° WEST, 110.2 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE SOUTH 30° EAST, 110.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 2: ALSO THAT PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF CAROLINA AVENUE, 294.33 FEET NORTH AND 169.09 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK 63 OF GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE BY A CURVE TO THE RIGHT, RADIUS 481.67 FEET, ARC 65.22 FEET, CHORD SOUTH 64°08' 23" WEST, 65.17 FEET; THENCE NORTH 30° WEST, 145.95 FEET, MORE OR LESS, TO BOCA CIEGA BAY; THENCE IN A NORTHEASTERLY DIRECTION ON BAY TO INTERSECTION WITH LINE RUNNING NORTH 30° WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30° EAST, 146.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACTS LYING WITHIN 90 FEET OF THE SURVEY LINE OF STATE ROAD 690, SECTION 15110, SAID SURVEY LINE BEING DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 4039, PAGE 1442, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, AS FOLLOWS:

BEGIN ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF BLOCK 52, RE-PLAT ST. PETERSBURG BEACH SUBDIVISION, LYING IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 5, PAGES 28 AND 29, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AT A POINT 550.83 FEET NORTH 30°00'19" WEST OF THE MOST SOUTHERLY CORNER OF SAID BLOCK 52; RUN THENCE NORTH 59°51'01" EAST, 1.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1041.74 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 670.96 FEET THROUGH A CENTRAL ANGLE OF 36°54'10" TO THE END OF SAID CURVE; THENCE NORTH 22°56'51" EAST 1047.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 1909.86 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE (RUNNING FROM SAID SECTION 36 INTO SECTION 30, TOWNSHIP 31 SOUTH, RANGE 16 EAST) 1691.53 FEET THROUGH A CENTRAL ANGLE OF 50°44'45" TO THE END OF SAID CURVE; THENCE NORTH 73°41'36" EAST, 237.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1432.40 FEET; THENCE NORTHEASTERLY ALONG

SAID CURVE, 1397.90 FEET THROUGH A CENTRAL ANGLE OF 55°54'57" TO THE END OF SAID CURVE; THENCE NORTH 17°46'39" EAST, 156.65 FEET TO END RIGHT OF WAY DESIGNATED AS STATION 70+00.00.

PARCEL # 2 (COSTA PARCEL):

TRACT OF LAND BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM A MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 63 OF THE GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK TWENTY-ONE (21), PAGE EIGHTEEN (18), PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 30 DEG. WEST 188.56 FEET ALONG THE MOST EASTERLY LINE OF BLOCK 63; THENCE NORTH 60 DEG. EAST, 426.92 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE MOST NORTHERLY LINE OF CAROLINA AVENUE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY LINE OF CAROLINA AVENUE BY A CURVE TO THE LEFT, RADIUS 481.67 FEET, ARC 125 FEET, CHORD NORTH 36 DEG. 46 MIN. EAST 124.63 FEET; THENCE NORTH 29 DEG. 20 MIN. EAST TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A WESTERLY DIRECTION ALONG THE SAID WATERS OF BOCA CIEGA BAY TO AN INTERSECTION WITH A LINE NORTH 30 DEG. WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30 DEG. EAST TO POINT OF BEGINNING; SAID LANDS BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT NO. 14 AS SHOWN BY PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, RECORDED IN PLAT BOOK 23, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL # 3 (LEVEROCKS PARCEL):

THAT PART OF GOVERNMENT LOT 1, IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE (GEORGIA AVENUE) BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 309.92 FEET, CHORD N.45°03'09"E., 306.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BOUNDARY BY THE FOLLOWING TWO COURSES: (1) 8.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 593.99 FEET, CHORD N.29°43'09"E., 8.00 FEET; (2) N.29°20'00"E., 354.18 FEET TO THE WING WALL OF COREY CAUSEWAY; THENCE S.14°42'49" E., 214.18 FEET; THENCE S.14°16'00"W., 197.95 FEET; THENCE N.65°42'32"W, 201.20 FEET TO THE POINT OF BEGINNING.

PARCEL #4: (RICHARDSON PARCEL):

TRACT 1: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 235.96 FEET, CHORD NORTH 48°37'10" EAST, 234.42 FEET TO THE POINT OF BEGINNING #1; THENCE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.96 FEET, CHORD NORTH 33°40'19" EAST 73.96; THENCE SOUTH 65°42'32" EAST, 201.20 FEET; THENCE

SOUTH 14°16'00" WEST, 74.05 FEET; THENCE NORTH 65°42'32" WEST 226.14 FEET TO THE POINT OF BEGINNING #1. BEING A FRACTION PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, TOGETHER WITH THE LAND LYING BETWEEN THE SAID LOT AND THE WATERS OF BOCA CIEGA BAY CONTAINED BETWEEN THE SIDE LINES EXTENDED TO THE WATERS THEREOF, TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

TRACT 2: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE AFORESAID POINT OF BEGINNING #1, RUN SOUTH 65°42'32" EAST, 70.14 FEET TO POINT OF BEGINNING #2, THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET; THENCE NORTH 65°42'32" WEST, 156.00 FEET TO THE POINT OF BEGINNING #2.

PARCEL #5 (BAYWINDS PARCEL):

TRACT 1: ALL THAT PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS RECORDED BY SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH AS RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG COREY AVENUE BY A CURVE TO THE LEFT RADIUS 593.99 FEET, ARC 101.91 FEET, CHORD NORTH 49°17'17" EAST, 101.77 FEET TO POINT OF BEGINNING #1; THENCE ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.95 FEET, CHORD NORTH 40°48'23" EAST, 73.92 FEET; THENCE SOUTH 65°42'32" EAST, 226.14 FEET TO BOCA CIEGA BAY; THENCE SOUTH 14°16'00" WEST, 100 FEET ALONG BOCA CIEGA BAY; THENCE NORTH 79°40'47" WEST, 173.15 FEET; THENCE NORTH 30°00'00" WEST, 118.91 FEET TO THE POINT OF BEGINNING #1.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

FROM THE AFORESAID POINT OF BEGINNING #1, RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.95 FEET, CHORD NORTH 40°48'23" EAST, 73.92 FEET; THENCE SOUTH 65°42'32" EAST, 70.14 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET; THENCE NORTH 65°42'32" WEST, 156.00 FEET TO POINT OF BEGINNING #2.

TRACT 2: A TRACT OF LAND SOUTH AND EAST OF COREY AVENUE AND BAY STREET IN THE CITY OF ST. PETERSBURG BEACH, BEING A PART OF GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 60.08 FEET, CHORD NORTH 57°06'05" EAST, 60.07 FEET; THENCE SOUTH 30° EAST ALONG THE EAST BOUNDARY OF SAID BAY STREET, 100 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 30° EAST ALONG SAID BAY STREET, 18.04 FEET; THENCE BY A CURVE TO THE RIGHT, RADIUS 169.29 FEET, ARC 90.41 FEET, CHORD SOUTH 14°32'32" EAST, 89.33 FEET; THENCE SOUTH 85°21'36" EAST, 191.26 FEET; THENCE

NORTH 14°16' EAST, 140.88 FEET; THENCE NORTH 79°40'47" WEST, 173.15 FEET; THENCE SOUTH 60° WEST, 100 FEET TO THE POINT OF BEGINNING.

TRACT 3: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS SHOWN ON PLAT OF SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH AS RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 595.99 FEET, ARC 101.91 FEET, CHORD NORTH 49°17'17" EAST, 101.77 FEET; THENCE SOUTH 30° EAST, 118.91 FEET; THENCE SOUTH 60° WEST, 100 FEET TO THE EASTERLY LINE OF BAY STREET; THENCE NORTH 30° WEST ALONG THE EASTERLY LINE OF BAY STREET TO THE POINT OF BEGINNING.

TRACT 4: A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL NO. 520000673, BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, LESSOR AND MASSOUD LUKE BARZEGAR AND NACY SUE BARZEGAR, HIS WIFE, LESSEE, RECORDED AUGUST 27, 1999 IN O.R. BOOK 10217, PAGE 218, AS MODIFIED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT A CHANGE IN OWNERSHIP AND MODIFICATION TO REFLECT CHANGED IN STRUCTURES BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THAT STATE OF FLORIDA, LESSOR AND R.L. FRENCH REAL ESTATE HOLDINGS, INC., A FLORIDA CORPORATION, LESSEE, RECORDED SEPTEMBER 30, 2003 IN O.R. BOOK 13107, PAGE 2261, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS SHOWN ON THE PLAT OF SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 175.86 FEET, CHORD 175.22 FEET, CHORD BEARING NORTH 45°43'23" EAST; THENCE SOUTH 65°42'32" EAST, 70.14 FEET; THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET TO BOCA CIEGA BAY TO THE POINT OF BEGINNING; THENCE RUN SOUTH 14°16'00" WEST, 240.88 FEET ALONG BOCA CIEGA BAY; THENCE RUN SOUTH 85°21'36" EAST, 142.00 FEET; THENCE NORTH 14°16'00" EAST 217.13 FEET; THENCE NORTH 75°44'00" WEST, 140.00 FEET TO THE POINT OF BEGINNING.

PARCEL #6:

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 520004853 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 6725, PAGE 1444; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 7019, PAGE 1126; AS AFFECTED BY THAT MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 10520, PAGE 1936; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO

REFLECT CHANGE IN UPLAND OWNERSHIP, EXTEND TERM AND REFLECT CURRENT STRUCTURES RECORDED IN OFFICIAL RECORDS BOOK 13629, PAGE 2086; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTEREST RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1049; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 18505, PAGE 1547, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 52 GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE (GEORGIA AVENUE) 309.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT RADIUS 593.99 FEET, CHORD N. 45°03'09"E., 306.42 FEET; THENCE 8.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT RADIUS 593.99 FEET CHORD N.29°43'09"E., 8.00 FEET; THENCE N.29°20'00"E., 345.00 FEET TO A FOUND "X" ON THE SEAWALL; THENCE CONTINUE N.29°20'00"E., 9.78 FEET; THENCE S.14°42'49"E., 38.35 FEET TO THE POINT OF BEGINNING; THENCE N.64°01'53"E., 131.25 FEET; THENCE S.66°22'31"E., 110.46 FEET; THENCE S.23°37'29"W., 72.26 FEET; THENCE S.64°01'53"W., 44.62 FEET; THENCE N.55°39'06"W., 62.36 FEET; THENCE N.25°58'07"W., 45.57 FEET; THENCE S.64°01'53"W., 78.53 FEET; THENCE N.14°42'49"W., 31.81 FEET TO THE POINT OF BEGINNING.

PARCEL #7:

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 520008433 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 8245, PAGE 1370; AS AFFECTED BY THAT RENEWAL OF SOVEREIGNTY SUBMERGED LANDS LEASE RECORDED IN OFFICIAL RECORDS BOOK 10074, PAGE 1849; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 13038, PAGE 187; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTEREST RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1067; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 17719, PAGE 1312, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 235.96 FEET, CHORD N.48°37'10"E., 234.42 FEET TO A POINT OF BEGINNING; THENCE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.96 FEET, CHORD N.33°40'19"E., 73.96 FEET; THENCE S.65°42'32"E., 201.20 FEET; THENCE S.14°16'00"W., 74.05 FEET; THENCE N.65°42'32"W., 226.14 FEET TO THE POINT OF BEGINNING BEING A FRACTIONAL PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, TOGETHER WITH THE LAND LYING BETWEEN THE SAID LOT AND THE WATERS OF BOCA CIEGA BAY, CONTAINED BETWEEN THE SIDE LINES EXTENDED TO THE WATERS THEREOF.

PARCEL #8: (PRELIMINARY LEGAL SHOWN)

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN

SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 5200027033 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 10018, PAGE 646; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 12775, PAGE 1620; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14940, PAGE 1481; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND REFLECT CHANGE IN UPLAND OWNERSHIP AND REDUCE SQUARE FOOTAGE DATED DECEMBER 13, 2013 AND FILED WITH THE BOARD OF TRUSTEES LAND DOCUMENT SYSTEM UNDER DM ID# 371989; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL DATED DECEMBER 12, 2017 AND FILED WITH THE BOARD OF TRUSTEES LAND DOCUMENT SYSTEM UNDER DM ID# 379822, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF SUBMERGED LAND LOCATED IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, BOCA CIEGA BAY, CCNTAINING 5,520 SQUARE FEET AND DATED DECEMBER 14, 2012, LOCATED IMMEDIATELY WATERWARD OF THAT UPLAND PROPERTY WITH THE FOLLOWING ATTACHED LEGAL DESCRIPTION:

TRACT OF LAND BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM A MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 63 OF THE GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK TWENTY-ONE (21), PAGE EIGHTEEN (18), PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 30 DEG. WEST 188.56 FEET ALONG THE MOST EASTERLY LINE OF BLOCK 63: THENCE NORTH 60 DEG. EAST, 426.92 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE MOST NORTHERLY LINE OF CAROLINA AVENUE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY LINE OF CAROLINA AVENUE BY A CURVE TO THE LEFT, RADIUS 481.67 FEET, ARC 125 FEET, CHORD NORTH 36 DEG. 46 MIN. EAST 124.63 FEET; THENCE NORTH 29 DEG. 20 MIN. EAST TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A WESTERLY DIRECTION ALONG THE SAID WATERS OF BOCA CIEGA BAY TO AN INTERSECTION WITH A LINE NORTH 30 DEG. WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30 DEG. EAST TO POINT OF BEGINNING; SAID LANDS BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT NO. 14 AS SHOWN BY PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, RECORDED IN PLAT BOOK 23, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.