



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, July 25, 2023
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -
 - a. Firefighter Yellow Helmet Ceremony
 - b. Beach Renourishment Status Update
2. Approval of the Agenda -

Action Request: Motion to approve the July 25, 2023 City Commission Agenda.

3. Audience Comments -

Public participation is encouraged. If you wish to address the City Commission, please fill out a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non- public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24- hours in advance of the meeting.
4. Consent -
 - a. Minutes: June 16th City Commission Special Meeting, June 20th City Commission Special Meeting, June 27, 2023 City Commission Regular Meeting, and July 11, 2023 Joint Beach Stewardship Workshop Meeting and 6:00 p.m. Regular Meeting
5. Action Items -
 - a. City Clerk Contract and Annual Performance Review

Review of the City Clerk's Contract and Annual Performance

Action Request: Motion to approve the City Clerk's annual salary be adjusted from \$90,000.00 to _____, effective on her anniversary date of August 17, 2023 and a contract extension to August 16, 2024.

b. 2023 Radio Frequency Identification (RFID) Library Project

Request for Proposals for the Radio Frequency Identification (RFID) Library Project

Action Request: Motion to approve the award of the Library Radio Frequency Identification (RFID) Project to Bibliotheca and authorize the City Manager to execute the agreement.

c. Lift Station Underground Power Conversion

Authorize the expenditure of \$87,325.00 to Xylem Water Solutions USA, Inc.

Action Request: Motion to authorize the expenditure of \$87,325.00 with Xylem Water Solutions USA, Inc. for Lift Station Underground Power Conversion.

6. Resolutions -

a. Resolution 2023-11: Fiscal Year 2024 Proposed Millage Rate

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2024 PROPOSED MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2023-11.

7. Items for Discussion -

a. Lobbyist Quarterly Reporting

b. Corey Landings Brownfields

c. Corey Avenue Sunday Market

d. City Employee Retention

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

9. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

meetings, they may do so in the following ways:

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

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

The public is cordially invited to attend this meeting.

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

DRAFT
City Commission Special Meeting
June 16, 2023
8:00 a.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Marone, Commissioner, District 4

ELECTED OFFICIALS ABSENT:

Chris Graus, Commissioner, District 1

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney – via ZOOM
Matthew McConnell, Assistant City Attorney – via ZOOM
Amber LaRowe, City Clerk

Mayor Petrila called the meeting to order at 9:00 a.m. followed by the Pledge of Allegiance.

1. DISCUSSION:

- a. City Attorney to discuss the investigation of the City Manager as motioned by the City Commission on June 13, 2023**

Dan Bofinger, resident, expressed his opinions about the City Manager and his job performance.

Vice Mayor Grill and Mayor Petrila mentioned some information they received about the work environment since the June 13th meeting and want to ensure that there is no retaliation or interference in this investigation.

Mayor Petrila motioned to remove the City Manager from his position in accordance with the City Charter and appoint Fire Chief Kilpatrick as interim City Manager as we go through the process as outlined in the Charter.

Discussion ensued.

Vice Mayor Grill mentioned that the City Manager is an at-will employee and is hired via contract. He dissected the investigation process, noting how he would prefer to see it be conducted, and requested assurance that a toxic work environment and internal process controls would be considered.

City Manager Rey commented on the Wednesday director's meeting wherein staff shared their thoughts, comments, and concerns regarding the meeting on Tuesday.

Mayor Petrila agreed that the Commission should hear from the City Attorney and then he requested some discussion on whether the City Manager should be suspended pending the outcome.

Attorney Andrew Dickman introduced Colleen Flynn with the firm of Johnson, Pope (present in Chambers) who has been the City's Labor and Employment Attorney for several years. He then discussed the strategy going forward. The term "toxic work environment" was mentioned throughout the discussion on Tuesday and that can be a very subjective term. Due to the subjectivity, Attorney Dickman did a little research on the phrase to provide some objectivity to the investigation. In his research, he found the following are some key characteristics of a toxic work environment:

- Not following established rules and procedures or following them inconsistently
- High turnover
- Bullying
- Cultural insensitivity, especially those who are protected classes under certain Federal and State laws
- Cliques or “us versus them” kind of separation into groups within the employment sector
- Gossiping
- Lack of a safe environment to express contrary views

The above would help form some of the questions that would be asked during the investigation of any witnesses

Attorney Flynn explained the process, going forward, to the City Commission. She stated that the focus will be on the following three things:

1. Employee workplace morale
 - a. She plans to meet with employees, especially those that have lodged complaints and former employees if they are willing.
2. Procurement processes
 - a. Initially she plans to obtain a copy of all contracts entered into over the last 24 months and interview the CFO, Finance Team, and Procurement.
3. Public records processes
 - a. Attorney Flynn will discuss the process with the City Clerk, her staff, and IT.

Attorney Dickman stated that, based on what was communicated by Attorney Flynn, he suspects a status update in 30 days with a target of 60 days for completion; due to the scale, this may take longer. He also stated that during this investigation, documents are not part of the public record due to Florida State Statute exemptions.

Attorney Dickman addressed the director’s meeting and the environment it created for some employees and instructed the City Manager to not be involved in or interfere with the investigation and be careful whom he speaks with outside of the organization so that there is no interference or perceived interference by a third party.

Discussion on the investigation was had between the Commission and the attorneys. Vice Mayor Grill would like every employee to be given the opportunity to speak about this. He also opined that a full operational audit should be conducted.

Mayor Petrila stated that if the City Manager is not suspended, then at the very least, he shall be instituted to not engage in any hiring, firing, or promoting during the investigation. He also suggested the City Manager’s ability to spend \$25,000 for the duration of the investigation.

Mayor Petrila restated the motion made earlier that is still pending on the floor.

Mayor Petrila moved to suspend the manager with pay and put Chief Kilpatrick as Interim City Manager during the investigation.

A discussion was had on the motion made.

Commissioner Marone requested the motion be reconsidered so that it says that the City Manager, going forward, is not permitted to make any procurement decisions under \$25,000 without City Commission approval and that if there is any evidence, direct evidence, or interference with this investigation by either the City Manager directly or through a surrogate [third parties to intimidate witnesses or interfere with the investigation], then the City Commission goes through with the motion made by the Mayor to remove the City Manager in accordance with

the City Charter.

Mayor Petrila requested the inclusion of not allowing the City Manager to hire, fire, or promote during the investigation.

Vice Mayor Grill questioned the practicality of the \$25,000 limitation.

Motion on the floor died for lack of a second.

Motion: Commissioner Marone moved, Commissioner Friszolowski seconded, that any procurement under \$25,000 has to be approved by the City Commission and that, during this investigation, any hiring, firing, and decisions including but not limited to promotions and raises can't be performed by the City Manager unless there is approval by the City Commission and that if there is any interference by the City Manager directly or through any third party surrogate that there will be immediate termination that follows the City Charter process.

Resident Deborah Schechner opined that the City Manager should be suspended pending the outcome of the investigation.

The motion on the floor carried 4-0.

Mayor Petrila adjourned the meeting at 9:00 a.m.

[A complete transcript was prepared by a court reporter and is made a part of the record].

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Special Meeting
June 20, 2023
9:00 a.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Marone, Commissioner, District 4

ELECTED OFFICIALS ABSENT:

Chris Graus, Commissioner, District 1

STAFF PRESENT VIA ZOOM:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk

STAFF PRESENT IN CHAMBERS:

Mike Clarke, Public Works Director

Mayor Petrilă called the meeting to order at 9:00 a.m. followed by the Pledge of Allegiance.

1. DISCUSSION:

- a. Modification request of the City Commission motion made on 06/16/2023 to allow for emergency purchases:**

June 16, 2023 DRAFT motion and discussion made by the City Commission was as follows:

Motion: Commissioner Marone moved that any procurement under \$25,000 has to be approved by the City Commission during this investigation, that any hiring and firing decisions including, but not limited to, promotions and raises have to go through and cannot be performed by the City Manager unless approved by the City Commission. If there is any interference with this investigation by the City Manager directly, or through any third party/surrogate, then there will be immediate termination.

Mayor Petrilă stated that the City Commission will need to follow the two-step process as outlined in the City Charter that states the Commission initiates the termination process.

Commissioner Marone agreed to that addition to the motion.

Commissioner Friszolowski seconded the motion, as amended, that is on the floor. The motion carried 4-0.

[End of notes from the June 16, 2023 City Commission meeting].

Beginning of minutes for the June 20, 2023 City Commission meeting:

Attorney Dickman explained the reason for today's meeting was due to a phone conversation he had with the Public Works Director, Mike Clarke. After the motion on the 16th, Mr. Clarke informed Attorney Dickman that there was an emergency purchase for capital purchases and City Manager Rey spoke to him about purchases that need to be made for the City's summer camp. Attorney Dickman was hoping today's meeting could be for the Commission to make some specific exceptions to the motion that was made regarding emergency purchases.

Attorney Dickman suggested a possible modification to the prior motion to say: “Any procurement under \$25,000 has to be approved by the City Commission during this investigation, unless it is an emergency or if the delay would significantly disrupt City projects or events.”

Commissioner Marone opined the restriction may need to be removed in its entirety.

Vice Mayor Grill liked the suggestion made by the City Attorney and perhaps the purchases can be summarized and brought to the Commission for review before every meeting.

Attorney Dickman reiterated his suggestion and followed that suggestion by stating that all new purchases/new procurement made under \$25,000 by the City Manager will be reported at the next City Commission meeting.

City Manager Rey discussed “micro-purchases”. These are small purchases like an emergency to Home Depot to pick up a part or a summer camp ice cream party. These items are part of the day-to-day to keep operations going.

Mike Clarke, Public Works Director, commented on the large number of purchases that Public Works must make on a weekly basis.

Motion: Commissioner Marone moved to remove any restrictions from the original motion for expenditures under \$25,000 but maintain the restriction on new contracts without City Commission approval, except for emergencies and City events.

Discussion continued on the intent of purchases versus contracts.

Commissioner Marone amended the motion on the floor to include that any procurement for under \$25,000 will be brought to the Commission for review at the next meeting, post expenditure. Emergency expenditure policy for purchases over \$25,000 will remain in effect. Commissioner Friszolowski seconded the motion; the motion carried 4-0.

Attorney Dickman commented on the hiring of a Public Works employee. Mr. Clarke clarified that the employment offer was made to this individual and the individual accepted prior to the discussion and initiation of the investigation; he opined there should be no issue with him starting work. The Commission agreed.

Mayor Petrila adjourned the meeting at 9:26 a.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
June 27, 2023
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Chris Graus, Commissioner, District 1
Ward Friszolowski, Commissioner, District 3

ELECTED OFFICIALS ABSENT:

Chris Marone, Commissioner, District 4

STAFF PRESENT:

Andrew Dickman, City Attorney
Matthew McConnell, Assistant City Attorney
Alex Rey, City Manager
Amber LaRowe, City Clerk
Brandon Berry, Planner

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

1. APPROVAL OF THE AGENDA

City Manager Rey requested the deferral of item 4.a. He also reminded the Commission and members of the public that the Conditional Use Permit for Red, White, and Booze (5.b.) is being continued to July 11th.

Vice Mayor Grill requested to move item 3.c. as a discussion item, 4.e. He also requested the addition of a discussion item on the Corey Landings Project (6.a.).

Commissioner Friszolowski requested the addition of a discussion item on the Florida League of Cities Annual Conference (6.b.)

Mayor Petrila requested the addition of discussion items on:

- Technical Review Committee and the Sirata Beach Resort (6.c.)
- Comments on employees starting with the City (6.d.)
- Nuisance enforcement (6.e.)

Vice Mayor Grill requested the addition of a discussion item on expenditures (6.f.)

Motion: Vice Mayor Grill moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to approve the June 27, 2023, City Commission Agenda with the changes as mentioned above.

2. AUDIENCE COMMENTS

Omar Chicoine, resident, discussed the issues with the private use of the Don CeSar boat ramp and the noise levels and nightly activity.

City Manager Rey addressed Mr. Chicoine's concerns and stated that an ordinance change would be required to close the boat ramp to 10 p.m. He stated he can put together an action plan regarding enforcement for parking

issues and will bring it forward to the next meeting.

Brian Rutherford, resident, commented on the negative impact that the SunRunner has caused for him and other residents who live along the beach.

Jo Moholland, resident, discussed permit waivers and the approval process.

Deborah Schechner, resident, commented on the cancellation of last week's TRC meeting and the Sirata Resort agenda item. She also mentioned the continued use of the vacant Lido Park lot and the illegal parking of cars.

Mr. Rey provided clarification on the TRC process and the Sirata Resort development. Essentially there are three different projects on one property with the discussion on the TRC to be of "Phase 2".

Regarding what triggers the Conditional Use Permit, Attorney Dickman, Mr. Rey, and Planner Brandon Berry have been discussing this, and once summarized, it will be shared with the Commission.

William Schwinghammer, resident, commented on the Gulf Winds streetlights and their brightness along with the use of shields.

3. CONSENT

- a. Debris Collection and Monitoring Interlocal Agreement with Pinellas County
- b. 2023 TBERF Award Announcement: St. Pete Beach Living Shoreline Design & Permitting
- c. July 4th Fireworks Display – **Moved as action item 4.e.**

Motion: Commissioner Friszolowski moved, Commissioner Graus seconded, and the motion carried 4-0 to approve the June 27, 2023 Consent Agenda as presented by the City Manager with removal of item c.

4. ACTION ITEMS

a. Gulf Winds Streetlights -- removed

b. Federal FEMA Grant for Hurricane Ian

Mr. Rey stated that Hurricane Ian caused damage to various City facilities and assets including utilities (\$7,500), marina docks (\$10,000), and buildings (\$7,000). Along with the costs to fix the damage, the City expended approximately \$200,000 to remove vegetative debris and performed emergency protective measures of approximately \$300,000. The attached FEMA grant will provide reimbursement for the costs as outlined above.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 4-0 to authorize the City Manager to enter into the Federal FEMA Grant Agreement to reimburse the City for damages and costs related to Hurricane Ian.

c. County Beach Access Park Interlocal Agreement

City Manager Rey stated that this Agreement will transition the maintenance responsibilities from the County to the City; in return, the City will retain the revenue from the chairs and umbrella rentals at the Park which equates to approximately \$20,000/year. This change would not alter the remaining terms of the existing 2010 Interlocal Agreement.

The cabana service concessionaire for the County is the same that the City uses; however, their contract is expiring. To maintain the service and revenue, the City's current agreement with Sand Dunes Beach Services, LLC. needs to be amended to include the cabana rental concessions at Pinellas County Beach Access Park.

Commissioner Friszolowski expressed concerns with the number of chairs and umbrellas and wanted to ensure that it won't increase more than what is currently being rented out. Mr. Rey reminded the Commission that the Sand Dune agreement expires this year; therefore, upon renewal or if a new RFP is issued, the City will establish the specificity of the rentals.

Motion: Commissioner Graus moved, Vice Mayor Grill seconded, and the motion carried 4-0 to approve the 2023 City of St. Pete Beach Interlocal Agreement with Pinellas County and to approve the contract amendment with Sand Dunes Beach Services, LLC to include beach concession services at County Beach Access Park.

d. Request for Letters of Interest & Qualifications: "Comprehensive Planning Services"

The City Manager stated that this item was presented to the Planning Board during their meeting yesterday. They approved the scope of work and recommended that the submittal timeframe be 30 days from the publication of the RFLI and RFQ. The Planning Board would also like to meet with the consultants and hoped to be provided with models of density in the City for various heights.

Attorney Dickman stated that this is a two-step process where the consultants will assess the Comprehensive Plan and provide recommendations on what needs to be changed/modified. He would like to add that the RFLI/RFQ needs to include a requirement for the consultant to have experience with community meetings and/or workshops. He also mentioned that the attached proposed Request states that the Comprehensive Plan was adopted in 2015; however, it was amended in 2015.

Mayor Petrila requested the following items be added to the RFLI as mentioned during the Joint Workshop with the Planning Board:

- What are the concerns/problems & opportunities?
- Pedestrian safety
- Environmental protection
- Beach access and management
- Historic preservation
- Community character
- Quality of life
- Critical infrastructure
- Coastal conservation
- Resiliency
- Traffic
- Congestion
- Overcrowding
- Climate change
- Urban sprawl
- Level of service
- Emergency response
- Deficiencies exposed by recent hurricanes in other parts of the State

The Mayor also wanted assurance that there will be more than just one or two firms selected.

Attorney Dickman stated that the scope will be for an audit of the current Plan, does the current Plan address the concerns, and then what does the firm recommend.

Commissioner Friszolowski stated that the first step would be for the City to review and shortlist the applicants based on qualifications, then the City Commission can interview the remaining firms and require that the firms review the Comprehensive Plan in preparation for that interview.

Regarding the cost, City Manager Rey estimated \$300,000 - \$500,000.

It is the desire of the City Commission to interview the top 5.

Vice Mayor Grill would like to see that the evaluation criteria are predetermined prior to interviews.

Resident Deborah Schechner commented on the City not selecting firms that have a possible conflict of interest. She also opined that the vendors should be reviewing the Comprehensive Plan prior to submitting their interest.

Attorney Dickman indicated that a conflict of interest will be outlined in the criteria and opined it should disqualify them altogether.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 4-0 to approve the Request for Letters of Interest & Qualifications for Comprehensive Planning Services.

e. July 4th Fireworks Display – moved from tonight’s Consent Agenda

Vice Mayor Grill asked for clarification on how to proceed tonight after the motion that was made on May 23rd.

Attorney Dickman stated that the Commission should take a vote to void or rescind the action that was taken on May 23rd.

Motion: Vice Mayor Grill moved, Commissioner Graus seconded, and the motion carried 4-0 to rescind the motion made at the May 23, 2023 City Commission meeting [on the July 4th Fireworks display].

Mr. Rey explained that there was confusion on the names of the piggyback agreement from the May 23rd meeting; the agreement attached to tonight’s agenda is the same price and the same scope as what was presented on May 23rd.

Vice Mayor Grill would like to see the City soliciting their own agreement for fireworks in the future instead of piggyback.

Motion: Commissioner Friszolowski moved, Commissioner Graus seconded, and the motion carried 4-0 to approve the contract with Pyrotechnico Fireworks Inc.

5. RESOLUTIONS

a. Resolution 2023-09: Off-shore Drilling

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, OPPOSING OFFSHORE OIL DRILLING ACTIVITIES AND EXPANSION OF OFFSHORE DRILLING IN THE GULF OF MEXICO; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Grill reminded the Commission and the public of the discussion at the last meeting and how this came to be drafted. The elected officials may also submit their individual support; however, the adoption of this Resolution is a collective initiative.

Resident Deborah Schechner voiced support for this Resolution.

Motion: Vice Mayor Grill moved, Commissioner Graus seconded, and the motion carried 4-0 to adopt Resolution 2023-09.

b. Resolution 2023-08 (Conditional Use Permit 23034): Red White & Booze Restaurant Outdoor Music Area

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 15.4 OF THE LAND DEVELOPMENT CODE, FOR THE ESTABLISHMENT OF AN AREA FOR THE PLAYING OF AMPLIFIED MUSIC AT 2007 PASS-A-GRILLE WAY; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Mayor Petrila opened public comment for anyone wishing to comment tonight that cannot make the July 11th City Commission meeting; after hearing no public comment, the public comment portion was closed.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 4-0 to continue Resolution 2023-08 to the July 11, 2023, City Commission meeting at 6:00 p.m. or as soon thereafter in these Chambers.

c. Resolution 2023-07 (Conditional Use Permit 23035): Fisherman's Park Pier

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 16.4 OF THE LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A MUNICIPAL "CLASS C" PIER AT FISHERMAN'S PARK; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

The Commission was asked to report any ex-parte communication:

- Vice Mayor Grill: Discussed with the residents and with the City Manager
- Commissioner Graus: Discussed this item with the City Manager
- Commissioner Friszolowski: Discussed this item with the City Manager
- Mayor Petrila: No discussion

Planner Brandon Berry gave a presentation to the City Commission; a copy is made a part of the meeting record.

Commissioner Graus expressed concerns with the design of the pier noting that it appears to jut out into the pass too much; he opined a reduction to 30' might be more appropriate.

Mayor Petrila opined that because McKinney Park, where there is a fishing pier located, is about 1.5 miles away, perhaps this area could be used for beautification instead.

Vice Mayor Grill expressed the same opinions as the Mayor and suggested that Fisherman's Park and Sunset Park be redesigned collectively.

Linda Borgia, resident, expressed concerns about this pier especially because of the speeding boats.

The Commission gave direction to the City Manager to scale this pier back and work on collectively redesigning Fisherman's Park and Sunset Park.

City Manager Rey withdrew the application.

No action was taken.

6. ITEMS FOR DISCUSSION – ALL ADDED AT THE FIRST OF THE MEETING

a. Corey Landings Update

City Manager Rey and Attorney Dickman discussed the withdrawal of the purchase by RAM Realty.

Fortress, the property owner, and RAM, the developer, were working together. Since RAM withdrew, Fortress has begun searching for a new developer; they have paid the permit fees for this project. If a new developer comes into the picture, it will be determined what that will look like against what was approved in the Conditional Use Permit process.

It was suggested that the City Manager ascertain the price of the property if the City were to purchase.

b. Florida League of Cities Annual Conference August 2023

Commissioner Friszolowski stated that the Annual Conference for the Florida League of Cities is August 9th through the 13th. He plans to attend and inquired if others were going to go as well; the Mayor and Vice Mayor all asked the Clerk to send more information about the dates and location.

c. Technical Review Committee and the Sirata Meeting

This was discussed earlier during the public comment portion of the meeting.

d. June 20, 2023 9:00 A.M. Meeting and Hiring of a New Employee

Mayor Petrila clarified statements that were made during the June 20th Special City Commission meeting and the hiring of a Public Works Employee. The specific employee did start working that day and City operations are continuing as normal. It was noted that the individual had received an offer letter 30 days prior

e. Nuisance Enforcements

The Mayor discussed the nuisance issues surrounding the Don CeSar boat ramp. There have been numerous complaints made regarding loud music from individuals as well as businesses. This type of nuisance is depleting the residents' quality of life.

Vice Mayor Grill inquired if the Code Enforcement Department could rotate various shifts. City Manager Rey stated that the City is seeking to hire a part-time parking enforcement officer and working with the Pinellas County Sheriff's Office (PCSO) on other enforcement issues such as music and dogs on the beach.

Deputy Stanton, PCSO, discussed how the beach is patrolled and the issuance of ordinance violations.

Discussion: night commercial operations at the Don CeSar Boat Ramp. City Manager Rey indicated that the Code could be modified so that there are no commercial operations without a permit; the permit will then articulate the rules for commercial use of the Boat Ramp. Mr. Rey will provide a report at the next Commission meeting on the nuisance conversations with PCSO and Code Enforcement.

f. City Manager Expense Summary

Vice Mayor Grill discussed the expense reports that were emailed to the City Commission earlier today; a copy of the email is made a part of the record. Discussion was had on the reports, the intent, and if this is what the Commission was asking for. The Commission will review the reports provided and then discuss at the next meeting if this is the appropriate report; it was requested that this information be provided as well in advance of July 11th as possible.

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

Amber LaRowe, City Clerk—mentioned the Doodle Poll summary as handed out before the meeting showing availability for a joint workshop with the Beach Stewardship Committee; it was decided that the next workshop will be July 11, 2023 at 4:00 p.m.

Mrs. LaRowe discussed the second budget meeting in September; she was tasked with reaching out to Commissioner Marone to determine Saturday availability.

She discussed the email distributed earlier today regarding lobbyist quarterly reports with a due date of July 10th. A report will be prepared and provided to the Commission after the 10th.

Attorney Dickman—reminded the Commission of the demand letter that was sent to Repair Guy One, LLC. allowing him two weeks to respond; no response as of today. He is requesting authorization to demand the repayment of \$90K plus liquidated damages of approximately \$129K and to communicate with the insurance company on file.

Motion: **Commissioner Graus moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to authorize the City Attorney to initiate a lawsuit [with Repair Guy One, LLC].**

All the Commissioners wished everyone a happy and safe 4th of July! Mayor Petrila followed the comments up with a list of activities around the City beginning this weekend.

Mayor Petrila adjourned the meeting at 9:22 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission and Beach Stewardship Committee Joint Workshop
July 11, 2023
4:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Marone, Commissioner, District 4

ELECTED OFFICIALS ABSENT:

Chris Graus, Commissioner, District 1

BEACH STEWARDSHIP COMMITTEE MEMBERS PRESENT:

Dan Rothenberger, Chair
John Kurzman, Vice Chair – present via ZOOM
Karen Marriott
Betty Rzewnicki
Michael Welch

STAFF PRESENT:

Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer

Mayor Petrilă called the workshop to order at 4:00 p.m. followed by the Pledge of Allegiance.

1. DISCUSSION:

- a. Minutes**
- b. Beach Regulation and Management Draft Ordinance**

City Manager Alex Rey opened the discussion by suggesting that the City Commission and Beach Stewardship Committee focus on policy decisions as opposed to verbiage and repeated phrases in the current proposed Ordinance versus other sections in the Code.

Commissioner Friszolowski mentioned the ownership of the beach and opined a majority is owned by residents and is private.

Commissioner Marone would like to see something that distinguishes resident-owned versus hotel owned versus Pass-A-Grille Beach versus Upham Beach for the sake of rentals. City Manager Rey stated rentals and cabanas on City-owned beaches are regulated via a contract; the current vendor's contract expires this year.

Commissioner Friszolowski suggested that 95-7(b) of the attached Ordinance say “cabanas, umbrellas, and chairs”.

The issue of cabanas at hotels was the first point of today's discussion. The discussion included:

- Leave chairs overnight at hotels
 - Establish a buffer/density – staff to prepare a visual
- 30-50 percent of cabanas can be left out permanently with the remaining having to be picked up and put away at the end of the night
- Hoteliers are opposed to bringing in and out each day – determine an appropriate compromise

Section 95-8 vehicle permits were discussed:

- Time restrictions
- Will overregulation breed other issues
- Limit of number of vehicles per business
- Permits for bicycles on the beach
 - No permits for bicycles on the beach
 - No electric bicycles

The consensus was to leave this section for staff to create a permit application for other vehicles on the beach.

Sections 95-9 through 95-15 keep as is.

Section 95-16 will have the second sentence removed.

Tent size was discussed. Attorney McConnell suggested removing the tent size and putting a square foot size in the Ordinance instead.

Section 95-17 vending on the beaches was discussed. Commissioner Friszolowski requested something be included in this section about food vending.

Section 95-18 had no changes.

In Section 95-19, Chief Operating Officer McMahon mentioned tightening the language and adding some information from the County and Florida Department of Environmental Protection.

Section 95-20 permit required was discussed:

- Recreational activities
 - A better definition

Section 95-21 special events on the beach were discussed; the language will be reviewed.

Mayor Petrila discussed the consumption of alcohol on the beach.

Due to the time, no further discussion was had. City Clerk LaRowe was directed to schedule a joint workshop in the next 30 days to conclude the discussion of this proposed Ordinance.

Mayor Petrila adjourned the meeting at 5:48 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
July 11, 2023
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Marone, Commissioner, District 4

ELECTED OFFICIALS ABSENT:

Chris Graus, Commissioner, District 1

STAFF PRESENT:

Andrew Dickman, City Attorney – present via ZOOM
Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Michelle Gonzalez, Community Development Director

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

1. APPROVAL OF THE AGENDA

City Manager Rey removed item 3.d. from the Agenda; to defer to another date. He also requested that the Ordinance on the Agenda be moved up as the first item due to the appearance of Bonnie Jensen, Pension Board Attorney.

Commissioner Marone requested a discussion item on repairs to the 1st Avenue Jetty (item 6.e.) and on the posting of the Assistant City Manager (item 6.f.).

Vice Mayor Grill requested the removal of item 3.e. for further discussion (to be discussed after approval of the Consent Agenda). He also requested a discussion item on beach access (item 6.g.) and the City Manager's expenditures (item 6.h.).

Attorney McConnell clarified that the reason the Sunday Market is on the Agenda tonight is because of the direction that the Commission gave staff to not take part in any communications and let the Corey Avenue Business Association (CABA) and Tampa Bay Markets (TBM) discuss on their own; the 30 days expired on July 1st and thus the update.

Vice Mayor Grill inquired (of item 3.d.) will the contractor be paid? Mr. Rey stated that the contractor will not be assigned any work and no payments will be made until this comes back.

Mayor Petrila requested the removal of item 3.f. for further discussion (to be discussed after the approval of the Consent Agenda). He also requested a discussion item on the Sirata Permit and the TRC (item 6.i.).

It was suggested that the Sunday Market discussion be moved to after the Pension Ordinance discussion.

Attorney McConnell reminded the Commission and the public of the Red White and Booze application that will not be heard tonight.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 4-0 to approve the July 11, 2023, City Commission Agenda as amended.

2. AUDIENCE COMMENTS

City Clerk LaRowe played a voicemail submitted by Shirley regarding Sunrunner issues.

William Schwinghammer, resident, discussed traffic and safety over the holiday weekend.

Deborah Schechner, resident, mentioned wastewater and potable water issues, especially with the growth. She discussed her attendance at the Technical Review Committee meeting last week and Kimley-Horn's attendance. She opined that more Sheriff's presence is needed during turtle season on the beach.

4. ORDINANCES

a. Ordinance 2023-06: Multiplier and Contribution Rate Changes

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE IV FIREFIGHTERS' RETIREMENT SYSTEM, DIVISION 1, GENERALLY, DIVISION 2, ADMINISTRATION, AND DIVISION 3, BENEFITS OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-252 "BENEFIT FREEZE AND MAXIMUM BENEFIT"; AMENDING SECTION 66-254 "CONTRIBUTIONS"; AMENDING SECTION 66-339(b)(2) "BENEFITS EFFECTIVE JANUARY 1, 2013"; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Pension Board Attorney Jensen discussed the changes as outlined in the Agenda Memorandum as part of tonight's packet.

Motion: Commissioner Marone moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to approve the first reading of Ordinance 2023-06.

6.d.Sunday Market – moved

Attorney McConnell gave a brief history of what has transpired. Corey Avenue Business Association (CABA) was present.

Vincent Hunter, representing CABA, informed the Commission of the new market manager that the Association hired, Florida Penguin Productions. He discussed the conversations and lack thereof with Tampa Bay Markets.

Mayor Petrila mentioned an email he received from the CABA president that gave details over the last 30 days.

Commissioner Friszolowski would like a report to be provided to the Commission that shows the funds generated as part of the Sunday Market.

The Commission was all in agreement on the importance of the continuation of a Sunday Market.

Yvonne Marcus, CABA, discussed the application recently submitted for street closures with the new market manager. This application is incomplete pending a list of vendors that will be present at the Market. A tentative start date of the first Sunday in August was announced.

Drew Cecere, Florida Penguin Productions, discussed the process in the application submittal and collection of

vendors.

Attorney McConnell mentioned some parameters that he would like to discuss with CABA such as drafting an agreement, accounting records, and establishing what the profit obtained from the Market is used for. Vice Mayor Grill would like to have information on the profit and where the money is being used.

Commissioner Marone agrees that due diligence needs to be done and opined a permit needs to be issued every 30 days until the City feels comfortable with the direction of this Market. Commissioner Friszolowski agreed. Mayor Petrila expressed concern about a long-term permit being issued and opined that the City needs to monitor how the Market is going and then can discuss a longer street closure permit.

The Commission and City Manager discussed Tampa Bay Markets' continued July operation of the Market along Corey Avenue, without a permit.

The Commission requested that a complete permit is provided to the City prior to the next City Commission meeting.

Motion: Mayor Petrila moved, Commissioner Marone seconded, and the motion carried 4-0 to move the public comment portion of this Agenda item to the end of tonight's Agenda to allow for the Commission to move through the City business of tonight.

3. CONSENT

- a. June 13 2023 Minutes: Beach Stewardship and City Commission Joint Workshop and 6:00 p.m. Regular Meeting
- b. 4th Avenue Baffle Box Hatch Replacement
- c. Water Transmission Main Adjacent to Corey Causeway
- d. ~~Request Authorization for the City Manager to expend additional funds in the amount of \$20,000 for the Purchase Agreement with the independent contractor, Ricky E. Dunn, for FY 23 – removed from the Agenda~~
- e. Request Authorization for the City Manager to expend funds in the amount of \$140,000 for Building Department Services provided by Joe Payne, Inc. dba JPI for FY 23 – *moved to after the Consent Agenda approval*
- f. Request Authorization for the City Manager to sign the contract expenditure amount of \$200,000 for building services and \$50,000 for fire services for the Agreement with C.A.P. Government, Inc. –*moved to after the Consent Agenda approval*

Motion: Commissioner Friszolowski moved, Commissioner Marone seconded, and the motion carried 4-0 to approve items a, b, and c the July 11, 2023 Consent Agenda as presented by the City Manager.

3.e. Request Authorization for the City Manager to expend funds in the amount of \$140,000 for Building Department Services provided by Joe Payne, Inc. dba JPI for FY 23

Vice Mayor Grill reminded the Commission of the approval of \$60,000 for JPI in April at which time he asked that the City not come to the Commission after the fact with funding increase requests; instead, should bring it forward as soon as they're made aware of it. In the Memorandum, it states that by the end of April, the City expended more than the approved \$60,000; he asked why an increase for more funds didn't come before the Commission in May. Mr. Grill also inquired as to why the City pays JPI as a 1099 vendor; Mr. Rey will research

and get back to him on that.

Regarding the funding question, City Manager Rey explained that staff was trying to bring forward the agreement with C.A.P. prior to tonight which would have assisted in lessening the expense to JPI. Also, the new Finance Department software has the capability to flag accounts that are over budget; however, there is some training that needs to be done on that. Tonight's allocation of funding provides a buffer so that this issue shouldn't come up again.

Motion: Commissioner Friszolowski moved, Commissioner Marone seconded, and the motion carried 4-0 to authorize the City Manager to expend funds in the amount of \$140,000 for Building Department Services provided by Joe Payne, Inc. dba JPI for FY 23.

3.f. Request Authorization for the City Manager to sign the contract expenditure amount of \$200,000 for building services and \$50,000 for fire services for the Agreement with C.A.P. Government, Inc.

City Manager Rey said that, with this Agreement, services with JPI will diminish. This agreement is a not-to-exceed \$250,000.00.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 4-0 to authorize the City Manager to sign the contract expenditure in the amount of \$200,000 for building services and \$50,000 for fire services for the Agreement with C.A.P. Government, Inc.

5. RESOLUTIONS

a. Resolution 2023-08 (Conditional Use Permit 23034): Red White & Booze Restaurant Outdoor Music Area

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 15.4 OF THE LAND DEVELOPMENT CODE, FOR THE ESTABLISHMENT OF AN AREA FOR THE PLAYING OF AMPLIFIED MUSIC AT 2007 PASS-A-GRILLE WAY; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

The application for Resolution 2023-08 (Conditional Use Permit 23034) is to be amended, therefore, this case was not heard. It will be readvertised for a future date.

No action taken.

b. Resolution 2023-10 Business Site Improvement Grant Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TAMPA BAY BEACHES CHAMBER OF COMMERCE TO COORDINATE AND OVERSEE THE BUSINESS SITE IMPROVEMENT GRANT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rey informed the Commission that this Resolution is for the continued program administration with the Tampa Bay Beaches Chamber of Commerce (TBBCoC) for this program.

Jennifer McMahon, Chief Operating Officer, stated that this program began last year with a budgeted amount of \$50,000. The spreadsheet that is made a part of the Agenda packet provides information on the work that has been done with the applications. The City would like to continue this program.

Robin Miller, TBBCoC, displayed some before and after pictures that are made a part of the record. She discussed the program, who serves on the selection committee, and the processes taken.

Vice Mayor Grill would like more information on the program before approving this for another year. He is not a fan of the term of the agreement that is part of the packet because it is asking for a three-year arrangement. Mr. Grill had requested feedback on the success of the program which has yet to happen.

Ms. Miller discussed how the program was advertised and stated that many of the applicants are members of the TBBCoC but that is not due to the advertising efforts. She displayed an updated report which is made a part of the record.

Vice Mayor Grill opined that the money issued should not be going to the TBBCoC to award these applicants. He also wanted to understand the process of bids/quotes being submitted as part of the application and the on-site inspection to ensure that the work was completed as indicated on the applications. He also noted the expiration date listed on page 308 of the Agenda packet.

Commissioner Marone expressed concerns about the award process and opined that this program of revitalization may not be the best for the City.

City Manager Rey discussed the intent of the matching 50/50 grant.

The timeline of the program was discussed with Vice Mayor Grill requesting more information and an updated spreadsheet. Mayor Petrila also expressed concerns and requested that this item be deferred until more information can be provided.

No action was taken.

6. ITEMS FOR DISCUSSION

a. Tampa Bay Beaches Chamber of Commerce Sign

Mr. Rey explained that the TBBCoC submitted a site survey that shows their sign is located on the public right-of-way. He stated the City can do a few things including issuing a right-of-way permit, the sign can be demoed and located on TBBCoC property (if able), or the City can take over the sign and provide the necessary improvements.

Ms. Miller would prefer that the City issue a right-of-way permit. Attorney McConnell stated that a temporary easement can be drafted for this issue. Discussion ensued on this topic with the Commission directing Attorney McConnell and City Manager Rey to work together to bring a temporary easement to them for review.

Deborah Schechner, resident, opined the City should grandfather this sign because it is very useful to residents and visitors.

b. City Attorney and City Clerk's Office Attendance at the Technical Review Committee Meetings

Attorney Dickman recited Section 22-14 of the Code of Ordinances regarding the membership of the Technical Review Committee (TRC). He proposed that this Section should be amended to add the City Attorney to the list of members.

The City Clerk mentioned her attendance at last week's TRC meeting to take minutes and will continue to do so. Because some attendees appeared via TEAMS, she will work with IT to ascertain the ability to record from that

application.

Motion: Commissioner Marone moved, Vice Mayor Grill seconded, and the motion carried 4-0 to authorize the City Attorney to amend the Code for the attendance of the City Attorney to become a Committee Member of the Technical Review Committee.

Motion: Mayor Petrila moved, Commissioner Friszolowski seconded, and the motion carried 4-0 for the City Clerk to work with IT to establish a recording of the Technical Review Committee Meetings.

c. 5800 Gulf Blvd., AKA Coral Reef, Lot Consolidation

Mr. Rey displayed a map of the parcel in question; this is made a part of the record. He explained the timeline of the lots and parcels therein. It appears that in the mid-'90s, the parcel was split into three lots. Two parcels are still owned by Coral Reef with the third being owned by the same company that owns Tradewinds. Mr. Rey stated that the splitting of the lot is not shown in the City records and, further, they are non-conforming to City codes; this is not due to any City doing. The recommendation is to create a zoning lot, as allowed by the Code because this does not require the property(ies) to have the same ownership. Doing this will require each property owner to sign off on it to show that they're in agreement. If this doesn't happen, the City will have to work with Code Enforcement on enforcing the violations that exist due to the parcels being non-conforming.

Mayor Petrila read some information he found from 2019 that indicates the property owners knew that there was an issue with this split. It was mentioned that if the City doesn't approve a zoning lot (as mentioned by the City Manager) then Coral Reef could go bankrupt and Tradewinds could buy up the other properties.

The direction given was that the City let the private owners work this out and then staff are to come back to the Commission and discuss the next steps; ultimately there will be an administrative approval based upon the guidance given by the Commission.

e. Repairs to 1st Avenue Jetty Update added

City Manager Rey stated that the permit does not allow for work to be performed until October due to turtle nesting season. The City has requested a waiver from the Florida Department of Environmental Protection but has not heard back from them.

Attorney McConnell stated that Legal is working with Pinellas County regarding ownership and expects something like an interlocal agreement to be drafted outlining such.

f. Hiring of the Assistant City Manager added

Commissioner Marone addressed the importance of this vacant position, and it warrants posting; he suggested using a headhunter.

Mr. Rey did not disagree with the Commissioner's statement; however, because of the investigation that is going on right now, he could be terminated, and he would prefer not to hire someone whom another city manager may not agree with.

Attorney Dickman mentioned that this assistant city manager position could be viewed as somewhat of a charter official because they act as the city manager in his/her absence. Discussion continued with some Commissioners expressing their desire to wait for the outcome of the City Manager investigation and others opining that beginning the recruitment process would be best. The consensus of the Commission was for staff to bring forward a list of recruiters to use for hiring the assistant city manager position.

g. Beach Access added

Vice Mayor Grill mentioned the discussion from today's workshop meeting. The City Attorney was asked to look at the details of what the process entails to determine beach access for private property and what is the cost.

Attorney Dickman mentioned F.S. 163.035 recreation customary use that was enacted a few years back that lays out the process for getting judicial declaration if a local government wants to pass an ordinance for the beach. He can bring back information in two weeks based on the process as laid out in the Statute with an estimated cost.

Attorney McConnell mentioned the Walton County court case that he believes may have been settled out of court without a judicial determination; he will research and bring information to the Commission.

Discussion continued on this topic with Attorney Dickman mentioning that the first step in this process is data collection and evidence. Commissioner Friszolowski expressed concern that this could trigger frustration and anger in private beach owners and is not sure if this is the best thing. The Attorney will come back with more information.

h. City Manager Expenditures added

Vice Mayor Grill mentioned the email that was sent out earlier today regarding the purchases, which is made a part of the record. He acknowledged that credit card purchases are forthcoming.

i. Sirata Permit and the Technical Review Committee added

Attorney Dickman updated the Commission on conversations with the City Manager and Planner. The Land Development Code (LDC) mentions simultaneous applications. After a review of the LDC, the City's Code, and the Comprehensive Plan, three major themes appear on the Gulf Boulevard Community Redevelopment District (CRD) such as redeveloping resorts rather than condos, improving Gulf Boulevard and how it looks/how it is performing and safety, and beach access. He went on to address the Conditional Use Permit (CUP) approval process conducted by the City Commission whereby the entire development site is reviewed.

Sirata has set their project up in phases, with phase 3 essentially the CUP application. The Technical Review Committee met last week to review phase 2 which involves alterations to the existing Resort. Because the City Commission reviews the entire site plan during the CUP Process, he opined that if there is a CUP on file (which there is for the Sirata) then the CUP application and any other site applications should be filed concurrently, and no permits will be issued on any applications until the City Commission has reviewed and approved the CUP.

The Commission agreed with Attorney Dickman's explanation and interpretation of the Code; he was asked to file his opinion as an Administrative Code in the record. The City Manager will notify the applicant that the phase 2 site plan will be considered as part of the CUP with no permits issued.

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

Amber LaRowe, City Clerk—mentioned the lobbyist contact reporting for the last quarter and the list as provided before the meeting which is made a part of the record. A scrivener's error was made on that list; therefore, the City Clerk will provide an updated copy to the Commission tomorrow. She asked Mr. Rey to speak to the employees that are on the list that have not reported and suggested the City Commission consider how to address the board appointees that have yet to comply. Mrs. LaRowe was asked to add this as a discussion item on the next Commission agenda.

Alex Rey, City Manager – will be scheduling a closed-door session to discuss the fire union contract.

At the last meeting, he was directed to reach out to Fortress for pricing on the Corey Landings vacant parcel; the asking price is in the neighborhood of \$15M. Fortress is looking to receive bids for the property and development and possibly for someone to take over the project altogether from Fortress.

Attorney Dickman suggested bringing this back to the next meeting to discuss the property as well as to provide feedback on the units from the density pool that were assigned to this project.

City Manager Rey stated that staff is soliciting feedback from the public on holiday lighting.

He has received information that a developer wants to build a 102-unit hotel on the vacant parcel on the east side of 38th Avenue; a community meeting will be held in the next 30-45 days.

Michelle Gonzalez, Community Development Director, provided an update on inspections at the Don CeSar Boat Ramp. She stated that six tickets were issued over the last week and three tickets were issued this evening. The Officer has conducted noise readings with nothing being determined to exceed normal levels. There are two interviews scheduled to hire parking enforcement this week.

Attorney Dickman—clarified a statement that was made last week stating that it is the City Manager's job to administer the Code faithfully and the City Attorney to make the interpretations of the Code.

Attorney McConnell, Assistant City Attorney – will be updating the Planning Board on Senate Bill 170; he read the Bill verbatim.

Vice Mayor Grill moved to extend the meeting to 11:00 p.m. Motion died for lack of a second.

Motion: **Mayor Petrila moved, Commissioner Marone seconded, and the motion carried 4-0 to extend the meeting to 10:20 p.m. to give time for the two 10-minute speakers [on the topic of the Corey Avenue Sunday Market] until time runs out.**

Commissioner Marone—the County will be attending the next meeting to discuss beach renourishment.

Mr. Marone mentioned the issues in Pass-A-Grille and request more Sheriff's presence.

Vice Mayor Grill – announced the school supply drive that recently started with drop-off points at Fire Station 23 and the Library; information can be found on the City's website.

He recognized the Fire Department and EMS that received national certification.

He also complimented the fireworks and events on July 2nd.

Mr. Grill mentioned the recent legislation that passed as well as the enforcement of items on the beach.

6.d.Sunday Market – continued from earlier

Tiffany Ferrecchia, representing Tampa Bay Markets, discussed an email that was sent earlier to the City Commission. She reminded the Commission of their work with the Corey Avenue Business Association on the Sunday Market over the last 8 years and the history of negotiating terms to continue that. She expressed the desire to continue operating the Market and asked that the Commission consider allowing TBM to continue operating the Market year-round.

Danielle Vaughn, speaking on behalf of business owners on Corey Avenue, commented on how the Market has enhanced the viability of several owners on Corey Avenue. She expressed concerns related to the Market and the switching of managers from TBM. Many of the CABA members were unaware of the change being made and are concerned about the longevity of the Market and the potential effect on the businesses.

Matthew Dworkin, resident, loves the Market and is concerned about the continued success and ability to keep current vendors with this new manager.

Alan Feivelson, Sunday Market vendor, expressed the working relationship with TBM and the care they put into their vendors; is unsure if he will continue to vend at the Market.

Mayor Petrila adjourned the meeting at 10:20 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve that the City Clerk's annual salary be adjusted from \$90,000.00 to _____ effective on her anniversary date of August 17, 2023, and a contract extension until August 16, 2024.

Strategic Objective: NA

Date: July 25, 2023

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: I have attached a list of accomplishments by the City Clerk's Office during 2022-2023. The Clerk's Office has entered into the second phase of historical document digitization and preservation by Ko-File and is more than halfway done. I also graduated Magna Cum Laude from St. Petersburg College with a bachelor's in Public Administration. The Clerk's Office continues to work on more streamlined approaches to records management, management of meetings, and answering public records requests.

Attached, you will also see a list of goals for 2023-2024. Thank you all for taking the time to meet with me individually to discuss the performance of myself and the Department.

My employment agreement provides for the Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment that would be effective on my anniversary date of August 17, 2023. Last year, I requested a contract extension until August 16, 2024; however, it was inadvertently left out. Therefore, I am requesting the same extension.

Funding: 001-5101-512-5120

Attachments: 1. 2023 LaRowe Annual Eval Info

CITY CLERK EMPLOYMENT CONTRACT

THIS CONTRACT (hereinafter "Contract") is made and entered into on the 16th day of August, 2022 ("Effective Date"), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the "City") and Amber LaRowe, an individual, ("Employee" or "City Clerk") ("City" and "Employee" collectively are the "Parties") pursuant to the following terms and conditions:

RECITALS

WHEREAS, the City desires to employ the services of Employee as City Clerk as provided by Sec. 3.09 and Article IV of St. Pete Beach City Charter ("City Charter"); and

WHEREAS, Sec. 4.05 of the City Charter gives the City Commission sole authority to hire the city clerk, and sole authority to discipline or discharge the city clerk; and

WHEREAS, Sec. 4.05 of the City Charter mandates that the city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission; and

WHEREAS, Sec. 2-134 of the City Code of Ordinances establishes that the City Commission shall have the sole and exclusive authority to hire, to terminate and to discipline the city clerk; and

WHEREAS, the City desires to provide certain benefits and to establish certain conditions of Employee's employment; and

WHEREAS, Employee desires to accept employment as City Clerk pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

The above recitals are true and correct and are incorporated herein by reference. This Contract supersedes any previous Contract that may or may not exist between the Parties whether verbal, oral, implied or in writing.

ARTICLE I TERMS AND CONDITIONS - THE CITY

1.0 The City agrees as follows:

1.1 The City hereby appoints Employee as its City Clerk to exercise responsibilities and duties consistent with the terms, conditions and covenants of the Personnel Policies and Regulations ("PRR"), and the City Charter. Further, Employee shall be subject to the general direction, supervision and orders and the overall responsibility to the legislative, statutory duties and secretarial support needs of the City Commission. Employee agrees to accept appointment as City Clerk and agrees to exercise Employee's best efforts in performing said duties.

1.2 The City will pay and compensate the Employee the base annual salary of \$90,000.00. The term of this Contract is for one year from the Effective Date. Each subsequent year for the term of this Contract, the City Commission shall complete review the Employee's performance hereunder, no later than sixty (60) days prior to the Renewal Term expressed in section 3.0 herein. The City Commission may grant a salary increase that it deems appropriate, following the annual review. The compensation of the City Clerk shall be fixed by the Commission and shall not be reduced during her tenure, except as a part of a general salary cutback. Employee recognizes and acknowledges that she is an employee at will, and that this Contract provides any and all remedies available to Employee in the event it is terminated.

1.3 To provide Employee with the same benefits, as established by the City's PRR, and other management benefit plans for City Department Directors as may be amended from time to time by the City in its sole discretion.

1.4 To contribute an amount equivalent to 12% of Employee's salary to a 401(a) Account for the Employee to be established through the City's 401(a) Plan, or in an amount equal to the amount provided for other City Department Directors which is subject to change in the City's sole discretion.

1.5 That the Employee is subject to paid time off ("PTO") hours as expressed in the City's PRR, and more specifically the equivalent of the Managerial, Administrative, Professional, Supervisory ("MAPS") classification hours in the PRR dated and effective May 12, 2020, as depicted in the table below. Employee's PTO shall not be reduced without prior mutual consent of the Parties.

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

1.6 The City agrees to budget and pay for the reasonable professional dues, subscriptions and meetings/conferences to continue the professional development of Employee, including but not limited to International Institute of Municipal Clerks, Florida Association of City Clerks, Pinellas County Municipal Clerks Association, Certified Municipal Clerk designation, Master Municipal Clerk designation, Notary Public license.

1.7 Employee shall be evaluated annually by the City Commission based on written goals and objectives agreed upon by the Parties.

ARTICLE II TERMS AND CONDITIONS - CITY CLERK

2.0 The Employee agrees as follows:

2.1 To be employed by the City in the capacity of City Clerk of the City, subject to the overall direction, supervision and orders, and the overall responsibility to the legislative, administrative and statutory duties of the City Commission.

2.2 In addition to Employee's responsibilities referenced in Article 2.1 above, Employee agrees to fulfill the duties and responsibilities expressed in the City Charter and current 'City Clerk' job description, as amended from time to time by mutual consent of the Parties, maintained by the City's Human Resources office and other job duties reasonably assigned from time to time by the City Commission.

2.3 Employee shall fulfill the obligations and responsibilities that are customarily attributed to the position and title of City Clerk, shall perform all of the duties, work services and functions as set forth in the City position description for the position City Clerk and in this Contract. The Employee warrants that she possesses the requisite skills and background to perform as required hereunder.

2.4 The Employee shall coordinate and administer an adequate plan for the control and supervision of the City Clerk's office and shall serve as a Charter Officer and perform the customary duties of this office. Employee shall establish appropriate budgeting for the City Clerk's office and the City Commission. Employee shall have day-to-day supervision of the Clerk's Office and shall have the authority to hire and terminate staff of the City Clerk's office.

2.5 That the position of City Clerk is not and cannot be an hourly-type employment. This is an exempt position under the Fair Labor Standards Act. Hence, the Employee shall work all necessary hours and do all things necessary and required to be available to the City to attend various meetings of the City Commission and its various advisory, and charter established boards in addition to all other administrative and employment requirements. The City Commission shall provide a Deputy Clerk to assist the City Clerk in the performance of duties.

ARTICLE III TERM AND TERMINATION

3.0 Notwithstanding the authority granted to the City Commission by the City Charter, this Contract shall be automatically extended on the same terms and same conditions as herein provided for an additional period of one (1) year ("Renewal Term"). The Renewal Term of this Contract shall start on the first day on the annual anniversary of the Effective Date. Said Contract shall continue thereafter for periods of one (1) year unless either party hereto gives

written notice sixty (60) days prior to the expiration of the applicable Renewal Term. Upon mutual written agreement of both Parties, the length of the Renewal Term(s) may be modified.

3.1. In the event the Employee elects to voluntarily terminate this Contract prior to the expiration date, Employee shall provide the City with not less than sixty (60) days written notice to the City Commission indicating Employee's intention to discontinue employment.

3.2 In the event the City elects to terminate or not renew this Contract for any or no reason prior to the expiration hereof, the City shall pay to the Employee severance pay as expressed in the City's PRR, to wit "Section 4.04(B): Employees who have served in a position covered by Section 1.02(B) for more than three hundred sixty-five (365) consecutive days whose employment with the City is terminated will, subject to Subsections 4.04(C) and (D), be paid severance pay of one (1) week's pay for each year of continuous employment with the City but not less than eight (8) weeks nor more than twenty [20] weeks." Employee shall be entitled to accrued PTO as set forth in the PRR. Employee must execute a release satisfactory to the City as set forth in Section 4.04(C).

However the City shall have no obligation to pay severance whatsoever, in the event the Employee tenders her resignation or Employee is terminated because of Employee's misconduct as defined in F.S. 443.036(29) (or as misconduct is defined in the law applicable at the time of termination) or because of dishonesty in connection with City business, for violation of the City drug-free workplace and alcohol policy, sexual and other illegal or improper misconduct, violation of the harassment policy, failure to fully or truthfully cooperate in an investigation conducted by or at the direction of the City or conviction of any illegal act. An "illegal act" for purposes of this Contract, shall mean felony or crime involving moral turpitude or dishonesty; upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee's position as City Clerk.

3.3 In addition to the above, the Parties may terminate this Contract at any time and on any agreed basis by mutual consent of both Parties provided same is reduced to writing and filed amongst the public records of the City.

ARTICLE IV NOTICE

When any of the Parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the Parties designate the following as the respective places for giving notice:

CITY: Mayor and City Commission
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

EMPLOYEE: Amber LaRowe
City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706

ARTICLE V MISCELLANEOUS

5.0 The text herein shall constitute the entire Contract between the Parties. This Contract may only be amended in writing signed by both Parties.

5.1 Florida Law: This Contract is executed and is to be performed in the State of Florida and shall be governed by and construed with the laws of the State of Florida. Venue for any legal action shall be set in Pinellas County, Florida.

5.2 Litigation: In connection with any litigation arising out of this Contract including any administrative, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney fee.

5.3 Severability/Integration: If any clause, section or other part or application of this Contract shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

5.4 This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. In addition, facsimile or electronic mail copies shall be accepted in lieu of an original.

5.5 This Contract shall be terminated by the death of the Employee as of the date of death. In the event of the Employee's death, the City shall pay a designated beneficiary of the Employee or her estate all accrued compensation and benefits, including accrued PTO hours, due Employee under this Contract within ten (10) working days of the Employee's death. Employee's beneficiaries or estate shall not be entitled to Severance Pay. The City shall have no other liability to the Employee, her estate, heirs, or beneficiaries.

5.6 The employment provided for by this Contract shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute

either interference with or a conflict of interest with his or her responsibilities under this Contract. Any and all outside activities must be approved by the City Commission.

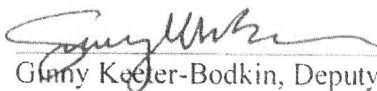
5.7 Employee shall not without the expressed prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

[Signature page to follow]

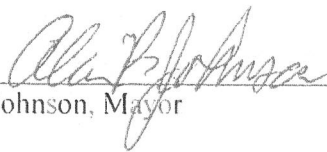
IN WITNESS WHEREOF, we, the Parties, have hereunto set our hands and have executed this Contract, which shall become effective on the date described herein.

ATTEST:

CITY OF ST. PETE BEACH:



Ginny Keeler-Bodkin, Deputy City Clerk



Alan Johnson, Mayor

EMPLOYEE:



Amber LaRowe

Approved as to form:



Andrew Dickman, City Attorney



CITY CLERK

General Definition of Work:

Performs responsible administrative work overseeing the maintenance of official files and records and conducting municipal elections. Supervision is exercised over all department personnel. Work is performed under the general supervision of the City Manager and the City Commissioners.

Essential Functions/Typical Tasks:

Attend all regular, special, emergency and workshop meetings of the City Commission and advisory boards; serve as Election Administrator; oversee the records management system; maintain custody of City seal.

(The following tasks are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Serve as secretary to the Mayor and Commissioners, provide Oaths of Office to elected officials
- Serve as Election Administrator: conduct all municipal elections, prepare candidate manual, provide guidance throughout election cycle, process all election forms and candidate reports, prepare and publish legal advertising, coordinate election site and equipment with Pinellas County
- Supervise records management program, retention, and destruction of records and documents in accordance with Florida Statutes; prepare records retention schedule per State Archives of Florida; serve as records management liaison
- Prepare and maintain minutes, official records, legal documents, and journals of proceedings of the City Commission
- Prepare and manage the annual budgets for City Commission and City Clerk offices
- Operate audio-visual equipment for public meetings, publish live-stream recordings via the City's website; update and maintain department pages of website
- Receive, research, prepare and respond to all public records requests
- Submit adopted ordinances to MuniCode to update Code of Ordinances and Land Development Code
- Oversees preparation and post legal advertising for public hearings, ordinances, resolutions and bid packages; advertise for and conduct bid openings; retain bid documents for archival
- Prepare and post legal notices of Commission and advisory board meetings and Special Magistrate hearings
- Oversee the reproduction and distribution of agenda packets to boards, staff, civic associations, news media and general public
- Maintain list of elected and appointed officials and employees required by the State of Florida to submit annual financial disclosure statements; provide, receive, and file forms with Supervisor of Elections Office
- Maintains membership roster and provides Oaths of Office for advisory boards
- Prepare declaration of domicile for residents, serve as Notary Public, maintain municipal seal
- Countersign official documents with the Mayor and/or City Manager; serve as authorized person to cosign checks
- Submit deeds, easements, and vacations of City property to County for recordation
- Perform related tasks as required

Knowledge, Skills and Abilities:

Comprehensive knowledge of the City Charter, Sunshine Laws, public records laws, parliamentary procedures, Roberts Rules of Order, general laws and administrative policies governing municipal procedures; thorough knowledge of the operations, functions and scope of authority of City departments; ability to set department goals and make decisions to achieve the objectives; ability to plan and prioritize department workload and meet multiple deadlines; very dependable and highly organized; ability to operate computer, audio-visual and other electronic equipment including knowledge of applicable software packages; ability to conduct legislative and general research, and develop concise reports; ability to communicate effectively both orally and in writing; ability record and maintain detailed minutes, records and files; ability to establish and maintain effective working relationships with elected and appointed officials, associates, department directors, and the general public.

Education and Experience:

Any combination of education and experience equivalent to graduation from an accredited community college with major course work in business management, secretarial science or related field and considerable experience as a Deputy City Clerk,

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.



Certified Municipal Clerk (CMC) or Master Municipal Clerk (MMC) designation.

Physical Requirements:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires crouching, reaching, walking, pushing, fingering, grasping and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

Special Requirements:

Possession of an appropriate driver's license valid in the State of Florida. Certification as a Municipal Clerk. Notary Public license. Availability to work evening hours and varying work schedules.

Pay Grade: 125

Status: Exempt, MAPS

Revised: September 2018



MEMORANDUM

To: City Commissioners

From: Amber LaRowe, City Clerk

Date: June 1, 2023

RE: Fiscal Year 2023 Clerk's Office Goals and Objectives From June 1, 2022 thru May 23, 2023

Election:

- Coordinated with the League of Women's Voters for Candidate Forum – 2/6/2023
- Coordinated election with Supervisor of Elections
- Produced ads for 2023 Qualifying Period both in English and Spanish
- Provided ballot language to Supervisor of Elections
- Produced ads for 2023 Election both in English and Spanish
- Meet & greet with poll worker volunteers
- Dropped off qualification packets to Supervisor of Elections
- Picked up election materials after election from Supervisor of Elections

Public Records and Records Management:

- Second round of digitization and preservation of City historical documents
- Continued conducting training for new City staff on Public Records laws and management
- Continued conducting training for City staff on the JustFOIA software for public records requests
- File destruction of digitized records per Florida Code
 - Destroyed 18.482 GB
- File destruction of paper records per Florida Code
 - 15.2 Cubic Feet Destroyed
- Continued working with a City department to review their files, proper digitization, and proper destruction per Code as well as their needs
- **Assisted Code Enforcement with digitizing case files**
- **Educated Code Enforcement on proper retention for their case files/liens**
- **Finished the digitization and destruction of Parks and Recreation paper files**
- **Uploaded all digitized historical files into records management platform**
- **Scanned paper files of historical information that were not in bound books but found in boxes in the Clerk's file room.**
- **Upgrade to the Public Records Portal to reduce staff time and create more efficiency in records requests that pertain to e-mail communications.**

- 289 Public Records Requests Completed since June 1, 2023 with a 4 day average rate of completion.

Meeting Management:

- Recorded all Committee meetings
 - Beach Steward: 4
 - BOA: 7
 - Finance: 7
 - HPB: 12
 - Library: 4
 - Parks: 2
 - Planning: 7
 - Special Magistrate: 20
- Recorded all Commission meetings
 - 6 Workshops
 - 23 Regular
 - 2 Executive Sessions
 - 4 Budget
 - 1 Special
- Attended and record Town Hall meetings
 - 4 Town Hall Meetings
- Attended Community meetings when necessary
 - 1 Community Meeting
- Worked with City Manager's Office and IT on updates to the Commission Chambers
- Prepared the annual Sunshine Law training with the City Attorney's Office
- Scheduled Sunshine, Public Records, Meeting, and Ethics training with the City Attorney's Office for two June dates
- Coordinated the Permit Software Bid Evaluation Committee meetings – total of 18 meetings from August 2022 through May 2023.
- Coordinated bid meetings on RFID, Compensation Study, Building Services, Building Software

Ads and Recording:

- Managed the Special Magistrate orders
- Managed the recording of liens
- Managed the release of lien process
- Recording of ordinances with Municode
- Uploading of ordinances and resolutions to the City's website once adopted
- Assisted with the advertisement of the Community Meeting held by Sirata – this creates a transparent environment when providing this service for the community.
- Assisted with the advertisement of the Community Meeting held by Tradewinds – this creates a transparent environment providing this service for the community.

Other:

- Attend Parliamentary work sessions with the Association
- Served on the City's Wellness and Benefits Committee
- Served on the City's Economic and Develop Strategic Plan Committee
- Served on the City's Safety Committee
- Maintained FY23 budget

- Prepared FY24 budget
- Recognized on the Municipal Clerk's Honor Roll
- Served as Co-Chair for the Florida Association of City Clerk's Summer Academy in St. Petersburg
- Created Standard Operating Procedures for the Clerk's Office duties for continuity of operations/cross training
- Assisted the Community Development Department with identification and information of Conditional Use Permits from 2007 to present
- Assisted with the development of the Employee Recognition Program
- Serve on the City's Employee Recognition Committee
- Assisted with FLC Government Week
- Served on the FLC Legislative Committee for Municipal Administration
- Prepared travel arrangements and reimbursement for 3 elected officials for the FLC Annual Conference
- Ensured annual required ethics training options were provided to elected officials
- Learned about Political Action Committees
- Graduated from St. Petersburg College with a bachelor's in public policy and administration Magna Cum Laude
- Research and purchase gifts for volunteer members serving on the various boards & committees.
- Recorded election and voting informational video with the Library to provide further information to the residents.
- Recorded an educational clip regarding St. Pete Beach elections for the Pinellas County School Board to share with middle and high school students.
- Provided orientation to the two newly elected officials
- Provided orientation and/or information to the 11 new board and committee members
- Attended the Sea Turtle Lighting Workshop March 2023
- Provide research to departments to obtain copies of ordinances, resolutions, contracts, etc.
- Assist with the management of contracts
- Ensured the City's Logo remains in good standing with the Florida Division of Corporations by researching logo trademark and determining an expiration date of 12/2023. Filed with the State on 4/7/2023 to ensure we are meeting their deadlines.
- Coordinate with staff & Commission on the scheduling of workshops and budget hearings
- Update City Clerk and City Commission webpages of the City's website
- Assisted with the transition of the administrative duties of the Barrier Island Governmental Council (BIG-C) from the City of St. Pete Beach to Redington Shores – this included staff preparing standard operating procedures, templates, FAQ and providing to the City Clerk for Redington Shores. The St. Pete Beach Clerk's Office continues to be a resource to the Clerk of Redington Shores through the transition.
- Prepared table of contents and resources regarding the 2023 Sunshine Manual and appropriate Attorney General Opinions
- Coordinated with IT a notification on the update to the City's website and CivicClerk portal.
- Maintain lobbying records and quarterly report information
- Coordinated travel arrangements and registration for any training attended by elected officials from June 2022 thru May 2023
- Entered elected, two board appointed, and appropriate staff into the Florida Ethics Commission EFDMS electronic filing system for the annual financial disclosures as they transition to electronic filing in 2023

- Updated the EFDMS database with incoming and outgoing filers throughout the year
- Educate elected/board members/staff on requirements for financial forms
- Distributed, collected, and submitted all Form 1 and Form 1F as needed throughout 2022-2023
- Applied to go through the Certified Records Manager Certification Program through the Institute of Certified Records Managers.
- Worked with the City Attorney's Office and the Planning Department on an appropriate informational packet to be provided to Conditional Use applicants on lobbying.



MEMORANDUM

To: City Commissioners

From: Amber LaRowe, City Clerk

Date: June 1, 2023

RE: Fiscal Year 2024 Clerk's Office Goals and Objectives From June 1, 2023 thru June 1, 2024

Election:

- Coordinate with the League of Women's Voters for Candidate Forum
- Coordinate election with Supervisor of Elections
- Produce ads for 2024 Qualifying Period both in English and Spanish
- Provide ballot language to Supervisor of Elections
- Produce ads for 2024 Election both in English and Spanish
- Meet & greet with poll worker volunteers
- Drop off qualification packets to Supervisor of Elections
- Pick up election materials after election from Supervisor of Elections

Public Records and Records Management:

- Third round of digitization and preservation of City historical documents
- Continue conducting training for new City staff on Public Records laws and management
- Continue conducting training for City staff on the JustFOIA software for public records requests
- File destruction of digitized records per Florida Code
- Continue working with a City department to review their files, proper digitization, and proper destruction per Code as well as their needs
- Work on the Certified Records Management Program

Meeting Management:

- Record all Committee meetings
- Record all Commission meetings
- Attend and record Town Hall meetings
- Attend Community meetings when necessary
- Work with City Manager's Office and IT on updates to the Commission Chambers
- Prepare the annual Sunshine Law training with the City Attorney's Office
- Conduct Sunshine, Public Records, Meeting, and Ethics training with the City Attorney's Office

- Coordinate and attend Bid openings
- Coordinate and attend Bid Procurement Committee Meetings
- Coordinate the calendars of Commissioners and/or Board members for any and all joint meetings and special meetings (if applicable)

Ads and Recording:

- Manage the Special Magistrate orders
- Manage the recording of liens
- Manage the release of lien process
- Recording of ordinances with Municode
- Uploading of ordinances and resolutions to the City's website once adopted

Other:

- Serve on the City's Wellness and Benefits Committee
- Serve on the City's Economic and Develop Strategic Plan Committee
- Serve on the City's Safety Committee
- Maintained FY24 budget
- Prepared FY25 budget
- Maintain electronic filing of Financial Forms as required for elected officials/board members/staff
- Serve on City's Employee Recognition Committee
- Maintain Lobbying Registration Records and Quarterly Reports
- Provide training to newly appointed board members (if applicable)
- Provide training to newly elected officials (if applicable)

St. Pete Beach City Commission Agenda Report

Action Request: 2023 Radio Frequency Identification Library (RFID) Project

Strategic Objective: Internal Operations

Date: July 25, 2023

Prepared By: Betcinda Kettells, Library Director

Through: Alex Rey, City Manager

Summary of Issue: Request for Proposals for the RFID Project was issued on January 27, 2023, with proposals due by February 28, 2023. Four Proposals were received. Each Proposal was scored using a weighted average. The Review Committee was comprised of:

- Betcinda Kettells, Library Director
- Adam Poirrier, District Fire Chief
- Matthew O'Neil, Librarian II
- Vincent Tenaglia-Asst City Manager/CFO

Of the four (4) proposals received Bibliotheca received the highest score and the proposal.

Funding: The proposal is below the budgeted amount of \$50, 000 at \$44,781.

Attachments: Library Project RFP, Bids, Addendums 1 and 2, Bid Form, Initial Bid meeting.

**Reviewed by the
City Manager:**



The City of St. Pete Beach			
ADDENDUM OF SOLICITATION			
1. Solicitation No:	2. Addendum No:	3. Effective Date:	4. Brief Solicitation Description:
RFID Library Project	1	02/03/2023	RFID Library Project
5. REVISED OFFER SUBMISSION DUE DATE AND TIME: (Note: Unless identified below, this solicitation amendment does not change the Offer Submission Date and Time.) The date and/or time specified for receipt of offers is changed as follows: DATE: TIME:			
6. REVISED PRE-BID/PROPOSAL CONFERENCE: (Note: Unless identified below, this solicitation amendment does not change the Pre-Bid/Proposal Conference, if a conference is scheduled.) The scheduled pre-bid/proposal conference is changed as follows: DATE: TIME: LOCATION:			
7. AMENDMENT OF SOLICITATION: The solicitation identified in Block 1, above, is hereby amended as described in Block 11, below. Except as provided herein, all other provisions of the solicitation, or as heretofore amended, remain unchanged and in full force and effect.			
8. REQUIREMENT TO ACKNOWLEDGE AMENDMENT: Offerors must acknowledge receipt of this amendment prior to the deadline specified in the solicitation for receipt of offers by one of the following methods: a. By signing this amendment in Block 9, below, and returning one signed copy. b. By acknowledging receipt of this amendment on the Solicitation, Offer and Award form (CS-01); or, c. By separate letter or telegram that includes a reference to this solicitation and amendment number. WARNING: Failure of an offeror to acknowledge receipt of this amendment, as described herein, may result in REJECTION OF THE OFFER. <i>NOTE: For Invitations for Bids the terms "Offer" and Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposals or Quotation the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits</i>			



9. OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT: Name & Title: _____ Signed Acknowledgment: _____ (Print/Type) Offeror: _____ Date Acknowledged: ____/____/____
10. FOR FURTHER INFORMATION CALL CONTRACTING OFFICER: Name: <u>Vince Tenaglia</u> Email: <u>vtenaglia@stpetebeach.org</u>
11. DESCRIPTION OF AMENDMENT: Questions and Answers: See attached Spreadsheet and Pictures

RFP: RFID Library Project

Addendum: Question #: Question:			Answer:
1	1	Is there a cost estimate or budget?	The budget on this project is less than \$50,000.
1	2	Is there a start date for the project to begin? Is there an end date as well?	We would like the vendor to begin work within sixty days from contact execution and finish within 120 days. We anticipate a March or April project start and the cabling for the gates 30 days from that start date with a completed project by the end of FY23.
1	3	1. We would like to confirm that the acronym SOQ (as it appears on page 6) is Statement of Qualifications.	Correct.
1	4	The RFP states, "Library material vendor processed item specifications: The vendor shall supply specifications to the library that will be forwarded to various library material vendors who pre-process items for the library to allow them to place compliant RFID tags in the items during their pre-processing." To confirm, will the library be performing the tagging or should offerors provide a quote for tagging services?	This is two pronged. For every item inside the library now the library staff will be tagging them. Some books come from our book vendors (Baker and Taylor primarily) with barcodes and covers already applied. These brand new books will have the RFID tags attached by the book vendor at their warehouse before they arrive at our library.
1	5	Please confirm the deadline for questions. Page 6 states no later than five days from submittal date (i.e., February 23), while page 3 states February 21, 2023.	WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS No oral interpretations will be made to any vendors as to the meaning of the scope of work or any other contract documents included in this RFP. All questions pertaining to the terms and conditions or scope of work of this Request for Proposals (RFP) must be sent in writing (e-mail is acceptable) to the City Finance Director and shall be received no later than February 21, 2023 at 10AM EST. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the RFP. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so. Five days prior would be February 21, 2023. We work on business days not weekends.
1	6	Please clarify the Submission Instructions on page 6. It appears that the required contents have been cut off on some of the lines (for example, [d. Statement of Qualifications and Profile of] and [e. Understanding of the Scope of]).	This should be added "Statement of Qualifications and Profile of Vendor."
1	7	What should be provided in each of these sections? Are there any specs for the requested hardware and software?	Each vendor will have hardware and software that can interface with our library system (Sirsi Dynix Workflows), each vendor's will be slightly different hardware and software, but they will all fulfill the same goal, to read the RFID tags and send that info to the circulation system to update the status of the item – checked in, checked out, etc.
1	8	How many references should offerors provide?	The City has not set a number. That is up to the vendor.
1	9	What should offerors speak to in the Insurance Requirements section? Is a sample COI required?	This should be deleted "Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured." You do not need to speak to the Insurance Requirements. Upon award the vendor will be asked to provide a COI with all the required amounts.
1	10	Should tax be included in offerors' price quotes? If so, please confirm the rate and if it applies to all products and services.	No tax, the City is exempt.
1	11	Do offerors need to complete forms III. PUBLIC ENTITY CRIMINAL AFFIDAVIT and IV. NON-COLLUSION AFFIDAVIT? If so, where are they filed in the response?	Yes. Just include them in your proposal.
1	12	Page 5 indicates that photos of the entrances/exits are within the document (for the security gates); however, they do not seem to be attached. Can you please provide?	See attached.
1	13	What is the library's timeline to complete tagging? This will determine the number of tagging stations to be quoted (assuming the library wants more than one).	We have had discussions about timeline, we are going to do it section by section, for example the new books first, and the Music CDs last. We anticipate using one vendor supplied workstation, and some ad hoc workstations set up by library staff with a laptop, one of the vendor supplied RFID readers (pads) and a library owned barcode laser scanner.

1	14	The RFP states, "Future projects include a book 'vending machine' and self-service pick up lockers." Would the library like the information and pricing on these products with this proposal?	We would be happy to have that pricing information, but it isn't required. If not provided we will look at the submission just like the others.
1	15	Is the library interested in keeping the hardware of the self-check stations but getting new and innovative self-check software?	We would prefer to keep the current self check station as it has a feature that recommends CloudLibrary books to patrons in an 'if you like this book you may also want to read X' from CloudLibrary' (N.B. Cloud Library is owned by Bibliotecha who will probably tender a proposal, but the recommend a book in CloudLibrary functionality will work if other vendors add RFID to it).
1	16	Could you please also provide details on the pre-proposal meeting on February 14, 2023?	NON-MANDATORY PRE-SUBMITTAL MEETING A non-mandatory pre-proposal meeting will be held 2/14/2023 at 10 AM EST at City Hall, 155 Corey Avenue, St. Pete Beach, Florida 33706. Please contact the City's Finance Director (vtenaglia@stpetebeach.org) for information. Details are per the solicitation; nothing additional to add at this time.
1	17	Of the 12,500 media items, how many are DVDs and how many are CDs?	As of this writing there are: 1308 CD-Books (most with several CDs, but our research shows that only one disc is tagged, or the case itself is tagged 8583 DVDs (including a small percentage of multi-disc sets which would follow the same one disc, or case tagging) 2449 Music CDs (with very few multi-disc sets, which would follow the same one tag solution)
1	18	How long does the library need the RFID tagging cart?	We anticipate using the cart for one month.
1	19	We didn't see the images of the entry/exit images as reference on page 5? Can you please provide?	See attached.
1	20	Would you like us to include support and maintenance costs after the Year 1 warranty as part of our pricing? Should this be a separate from the base solution quote?	please include pricing for beyond year one maintenance and support as separate from the base solution.
1	21	Will the non-mandatory pre-bid meeting have a virtual attendance option? May we request to meet with library staff on February 7 in the afternoon?	No it will not be virtual. You may request to meet with the Library; hoping that day is available to them. I will be on vacation from February 3-13 so please reach out to Vince Tenaglia to schedule vtenaglia@stpetebeach.org that visit.





The City of St. Pete Beach			
ADDENDUM OF SOLICITATION			
1. Solicitation No:	2. Addendum No:	3. Effective Date:	4. Brief Solicitation Description:
RFID Library Project	2	02/21/2023	RFID Library Project
5. REVISED OFFER SUBMISSION DUE DATE AND TIME: (Note: Unless identified below, this solicitation amendment does not change the Offer Submission Date and Time.) The date and/or time specified for receipt of offers is changed as follows: DATE: TIME:			
6. REVISED PRE-BID/PROPOSAL CONFERENCE: (Note: Unless identified below, this solicitation amendment does not change the Pre-Bid/Proposal Conference, if a conference is scheduled.) The scheduled pre-bid/proposal conference is changed as follows: DATE: TIME: LOCATION:			
7. AMENDMENT OF SOLICITATION: The solicitation identified in Block 1, above, is hereby amended as described in Block 11, below. Except as provided herein, all other provisions of the solicitation, or as heretofore amended, remain unchanged and in full force and effect.			
8. REQUIREMENT TO ACKNOWLEDGE AMENDMENT: Offerors must acknowledge receipt of this amendment prior to the deadline specified in the solicitation for receipt of offers by one of the following methods: a. By signing this amendment in Block 9, below, and returning one signed copy. b. By acknowledging receipt of this amendment on the Solicitation, Offer and Award form (CS-01); or, c. By separate letter or telegram that includes a reference to this solicitation and amendment number. WARNING: Failure of an offeror to acknowledge receipt of this amendment, as described herein, may result in REJECTION OF THE OFFER. <i>NOTE: For Invitations for Bids the terms "Offer" and Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposals or Quotation the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits</i>			



9. OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT: Name & Title: _____ Signed Acknowledgment: _____ (Print/Type) Offeror: _____ Date Acknowledged: ____/____/____
10. FOR FURTHER INFORMATION CALL CONTRACTING OFFICER: Name: <u>Vince Tenaglia</u> Email: vtenaglia@stpetebeach.org
11. DESCRIPTION OF AMENDMENT: Page 3, Qualifications of Submittals: Remove sentence "Submissions will be not be publicly opened"

Library RFID Project

Due: February 28, 10:00 AM

**City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706**

**Submitted by Bibliotheca, LLC
403 Hayward Ave. N.
Oakdale, MN 55128**



City of St. Pete Beach

Request for Proposals: Library RFID Project

February 28, 2023

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Letter of Interest

February 27, 2023

Vince Tenaglia, Finance Director
City of St. Pete Beach
City Clerk's Office 155 Corey Ave.
St. Pete Beach, FL 33706

Re: Request for Proposals: Library RFID Project

Dear Vince:

Converting your library to RFID now is the best way to increase productivity and save staff time so staff members can focus on more valuable patron-focused activities. Upgrading technology will meet St. Pete Beach Public Library's (SPBPL) goals for securing your collection and establishing accurate inventory. At the pre-submittal meeting, we learned that decreasing loss of materials and enabling data-driven decision-making is top of mind for the library staff. Implementation of RFID will also smooth the way for future self-service automation projects, such as holds pick-up and browsable lockers.

Currently, RFID systems are in use at other libraries in the Pinellas Public Library Cooperative. Once SPBPL has an RFID system in place, it will be able to easily process all cooperative member library materials quickly and efficiently. That means holds will be processed more quickly and items will be back on the shelves faster than ever.

As your current technology partner, we have a focus on the future and are dedicated to working with SPBPL to **transition to RFID and integrate essential future solutions**. In addition to providing a consultative approach with an experienced project management team, we will be there to guide SPBPL staff throughout the conversion process.

We are committed to providing proactive support during the RFID conversion project and after. Bibliotheca would be honored to continue working with SPBPL as you work to create a community hub that meets the needs of your patrons and community now and well into the future.

If you have any questions about our proposal or solutions, please contact Katie Westfall, Bid Manager, k.westfall@bibliotheca.com or 800-328-0067 x301.

Sincerely,

Kathy Marks

Bibliotheca, LLC
Account Executive

k.marks@bibliotheca.com | 678-336-7980 x112

Statement of Qualifications and Profile of Vendor

For 50 years Bibliotheca has worked with libraries, and we are proud of the many innovations we've brought forth in partnership with cutting-edge, technology-minded customers around the world such as St. Pete Beach Public Library (SPBPL). You currently have Bibliotheca equipment, and you know that it is **reliable and engineered to last**.

As the former 3M Library Systems, we introduced self-checkout systems to libraries back in 1994 and began full commercialization of RFID products for libraries in 1999. Since then, we have installed RFID systems at hundreds of libraries around the world, including many libraries in your area.

Bibliotheca has the most experience with RFID conversions. We work with more than 30,000 unique libraries, helping them evolve their services and connect with their communities. In 2015 Bibliotheca acquired 3M Library Systems. This acquisition created an unmatched solution portfolio and organization scale that has allowed us to expand our capabilities to offer a broad **ecosystem of solutions designed to help libraries thrive**.

With Bibliotheca, SPBPL will have access to a suite of solutions that is unmatched in the industry, allowing you to **future-proof your library**. Choosing the right technology provider to meet the future needs of your unique community is critical to staying relevant and ahead of the curve. Our constant investment in technology provides a solid foundation built to support SPBPL's long-term goals.

Get to know our [solution ecosystem](#).



Bibliotheca is a large, stable company:

- Operating performance is one of the strongest in the industry, and we have increased our operating margins and profitability for the past few years.
- Financial results are audited annually, and we continue to receive clean audit opinions.
- Solid credit report, no liens or judgments, and a low financial stress score.

We have 114 employees located in and directly supporting North America operations. In addition, we have developed an in-house support team that is the largest in the industry. We recently launched a new Customer Portal which has improved case management making it easy to open, edit and close support cases. We also created a view for current system status and historical cases.

Bibliotheca is fully certified as a Premiere Partner in the SirsiDynix SIP2 Certification Program. We work together in tandem during upgrades to ensure full and seamless compatibility between our products. Our products will integrate seamlessly with the SirsiDynix system – now and for years to come.

Since 2004, Bibliotheca and SirsiDynix have enjoyed a strong and active bond with each other. Our partnership is unlike any other relationship; SirsiDynix and Bibliotheca are committed to working closely together on development that delivers a tighter integration to benefit existing and new customers. Our partnership allows us to know how to best work together to meet the needs and timelines of your very important project.

For proof of our Premiere Partner status, please go to www.sirsidynix.com/partners/bibliotheca

OUR COMMITMENTS

We imagine a brighter future for libraries. It's taking shape on several fronts and benefits everyone.



Social + Community Responsibility

Ensure easy, ubiquitous access to content – physical and digital – in the library and elsewhere. We help libraries centralize control and content management for real-time status awareness and on-the-go updates, no matter what, when or where.



Environmental Sustainability

Bibliotheca designs and builds easily updatable products featuring low power consumption and extreme durability from sustainable materials.



Global Equity

We empower libraries to learn about innovation and best practices from other libraries near and far, to help reduce inequality within communities, regions, and countries around the world.



Understanding of the Scope of Work

St. Pete Beach Public Library (SPBPL) needs to implement an intuitive self-service model that greatly benefits both staff and patrons. With Bibliotheca, increasing productivity has never been easier. We propose a solution that is incredibly easy for patrons to use and saves staff time.

Bibliotheca provides an ecosystem of solutions designed to integrate into your library and adapt to your workflows. To achieve your project goals, we recommend a turnkey system that utilizes the latest in hardware and software technology and is supported by the best service and maintenance in the industry.

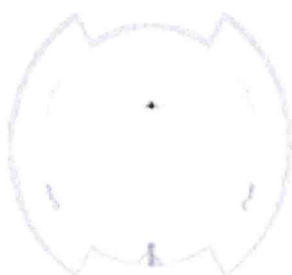
On the following pages we've highlighted the products we recommend and addressed the Scope of Work: Required tasks and deliverables.



RFID tag™ square

RFID tag™ fullDiscCD

RFID tag™ fullDiscDVD



Maximize security for all your print materials – protecting your collection and minimizing theft. The RFID tag™ range is designed exclusively for libraries and manufactured to Bibliotheca's unique, library-focused specifications. We use archival quality material profiles, and the tuning of the tag is adjusted to work best for libraries. These high-quality tags are designed to improve security when used with other Bibliotheca products.

The Bibliotheca RFID tag™ range is designed with the latest SLIX2 chip technology, which has increased performance over older SLIX (or SLIX1) chips, including:

- More user memory
- ~5% longer read range

SLIX2 is the industry standard for library RFID tags and is fully backward compatible with SLIX tags. SLIX2 was released in 2016; SLIX was released in 2010.



Protect your collection and deter theft

Ensure items properly checked out

Scan stacks of items – not individual barcodes – with RFID technology

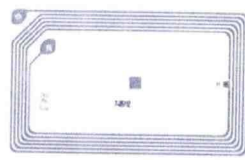
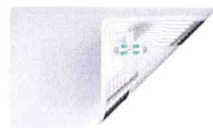
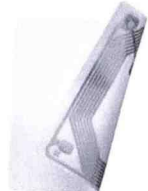
RFID tags undergo rigorous testing and are guaranteed for the lifetime of the item to which they are affixed

Data Retention guaranteed for 50 years with a minimum of 100,000 read/write cycles

Fully compliant with industry standard ISO 28560-2 data model and interoperable with other RFID systems

RFID tag™ range

Bibliotheca has all your RFID tag needs covered.

			
RFID tag asset	RFID tag hub	RFID tag rectangleClear	RFID tag fullDisc DVD
			
RFID tag rectangle	RFID tag squareClear	RFID tag square	RFID tag fullDisc CD

RFID workstation™ shielded

Desktop solutions designed to assist staff with administration activities. Provides staff with a fast and efficient solution to program and verify RFID tags. Library staff can now add or remove item security without the LMS/ILS. The system can be used with multiple items of mixed media, placed on the antenna at any time.

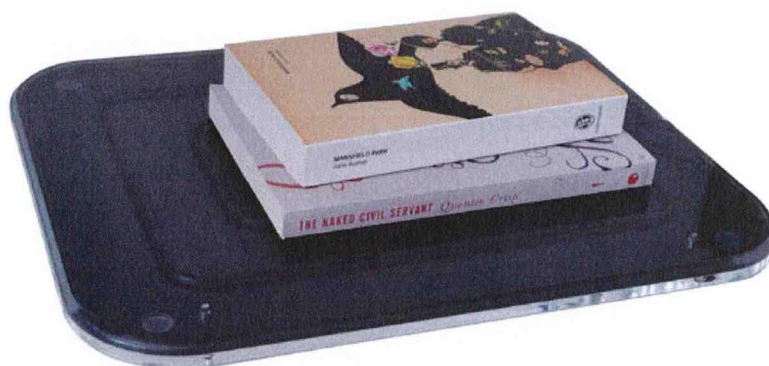


Perform multiple item issue, return and renew processes

Ability to print receipts for the customer

Focused read area for the best detection

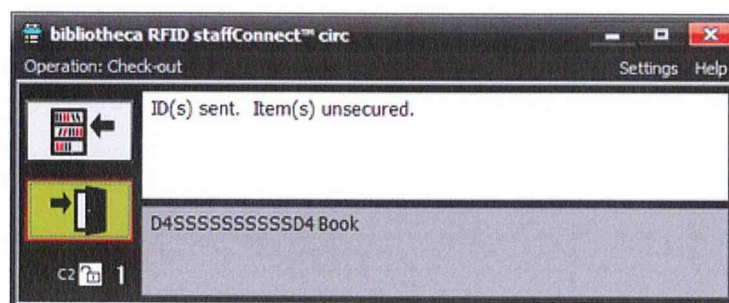
Small size allows staff to work in compact spaces



staffConnect™ circ

Bibliotheca RFID staffConnect™ circ is intended for use by library staff to check in and check out library materials. It consolidates a number of library tasks:

- Check-in and checkout — Sends item IDs to circulation and secures or un-secures items.
- Send ID — Sends item IDs read from tags to the library circulation system.
- Secure/unsecure only — Changes the status of item security without sending IDs to the circulation system.



Mobile inventory

The mobile inventory is a lightweight RFID handheld device that instantly reads items on the shelf, making it simple for library staff to search their collection and perform an accurate inventory of items in a number of languages. The mobile inventory device simultaneously performs shelf-reading, searching and inventory scans, which saves staff time and keeps your shelves in perfect order so users can find what they need easily.



Extended battery life

Text-to-speech technology announces the name of an item when located

Turn security on or off in the stacks

Look for items that are missing, unprogrammed, out of shelf order, and need to be weeded

Real-time access to the ILS via Wi-Fi

Audible and visual alerts via software and on the hardware

'Boost mode' aids in more accurate reads when dealing with magazines or near metal





RFID workstation™ mobile

Fast, portable conversion to RFID. Featuring a touch-sensitive screen, optical barcode scanner and RFID reader, this self-contained station rapidly reads barcodes, converts the information and dispenses RFID Tags. The station doesn't require a connection to an automated circulation system, and because it's designed to be self-contained on a portable cart, it works right in the stacks.



Converts items to RFID quickly and easily

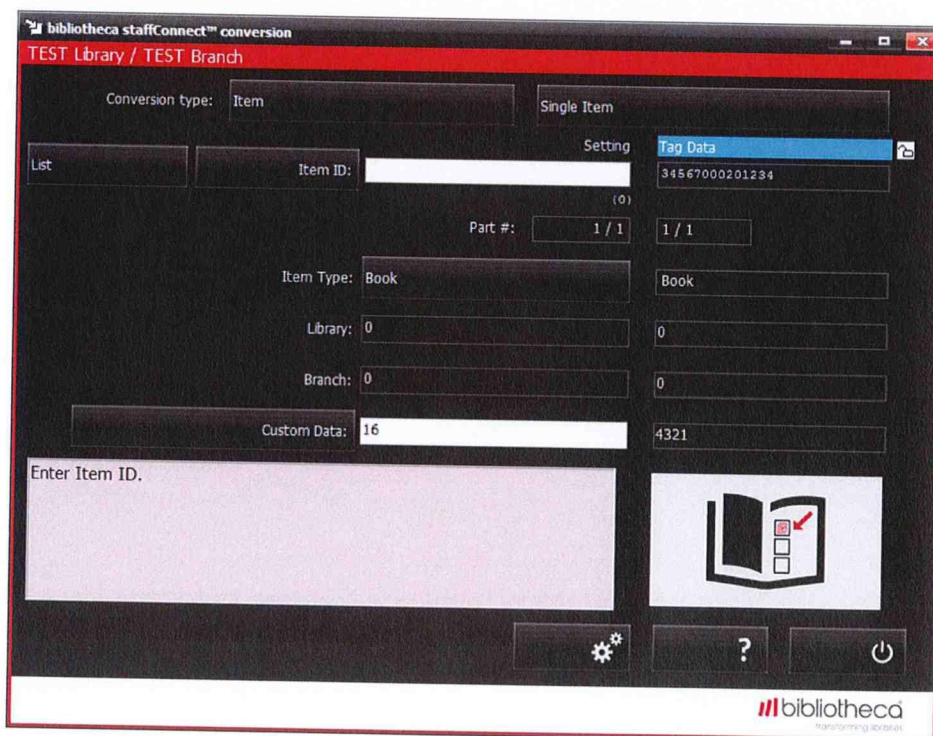
Touch-sensitive screen for intuitive operation

Able to weed and convert your collection simultaneously

Speeds up the conversion process

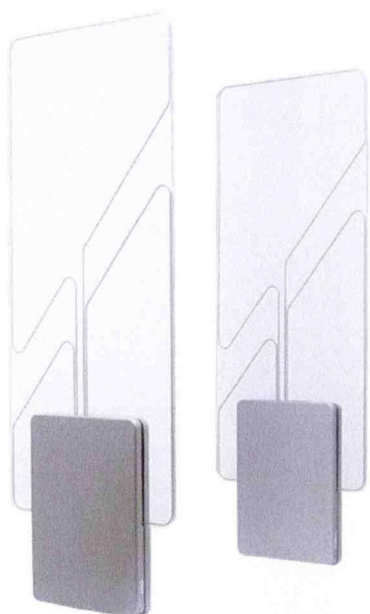
staffConnect™ conversion

Makes the conversion process easy and seamless by reading the item ID from a barcode and changing the library item IDs to an RFID tag. This can be done directly from a barcode, manual keyboard entry, or a list and programming it on an RFID tag. In addition to the item ID, any other information the library desires within the scope of the data model in use, can be written to the tag. The tagging software will alert tagging personnel if the item is on a weed list and not write that items data onto the tag.



RFID gate™

Protect and secure your library materials using state-of-the-art RFID security gates. With a modern and attractive clear panel design, Bibliotheca RFID gate™ not only offers superior detection but perfectly integrates with any library environment. RFID gate™ reduces accidental or deliberate removal of library items by detecting RFID tags in any orientation. Upon detection, a configurable alert provides an immediate audible and/or visual warning.



Outstanding performance to protect your collection

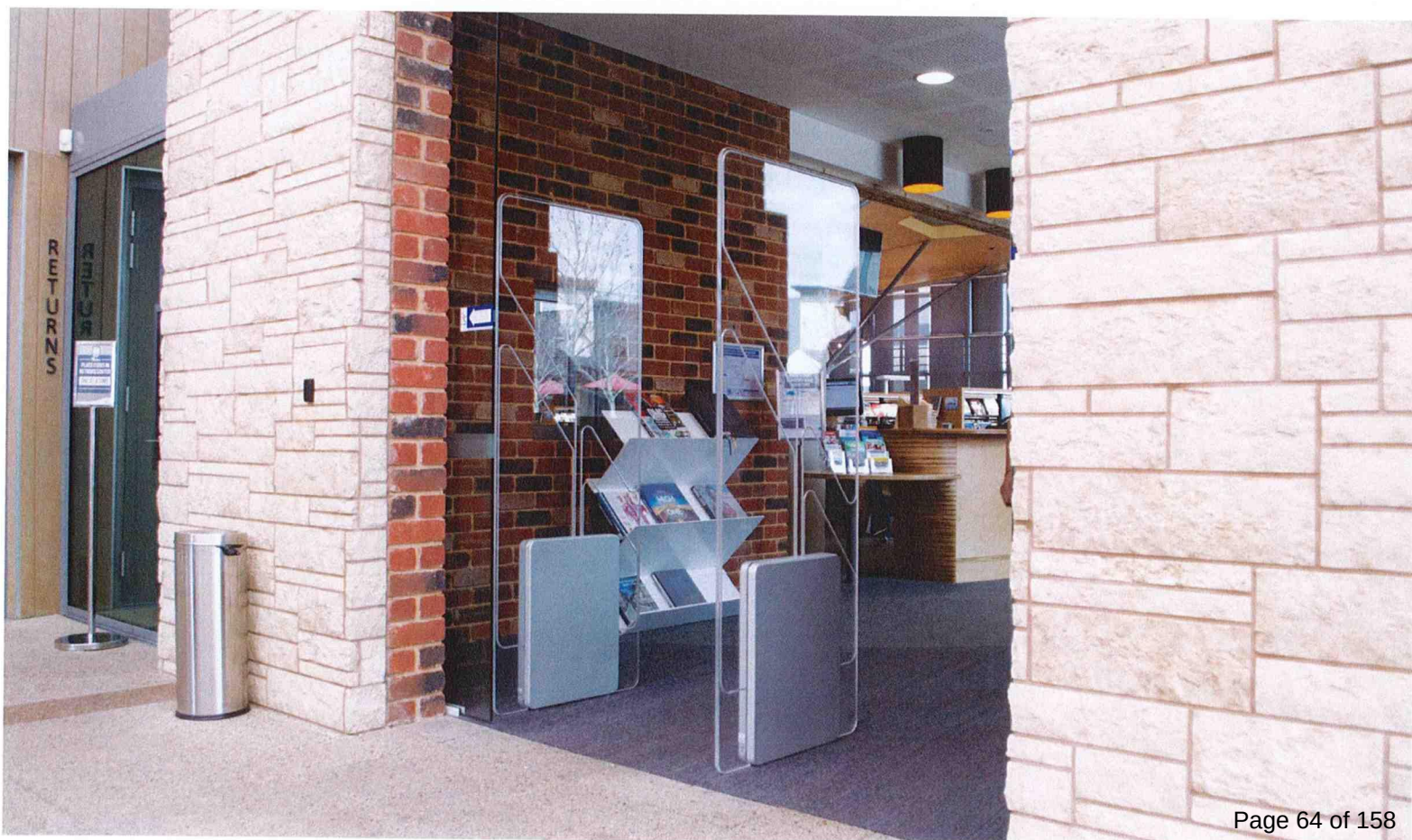
Analyze traffic patterns with visible patron counters

Remotely configure and pull management reports

Choose alarm configuration and LED light colors that fit your library

Combine multiple gates for wider entrances

Save energy during off-peak times

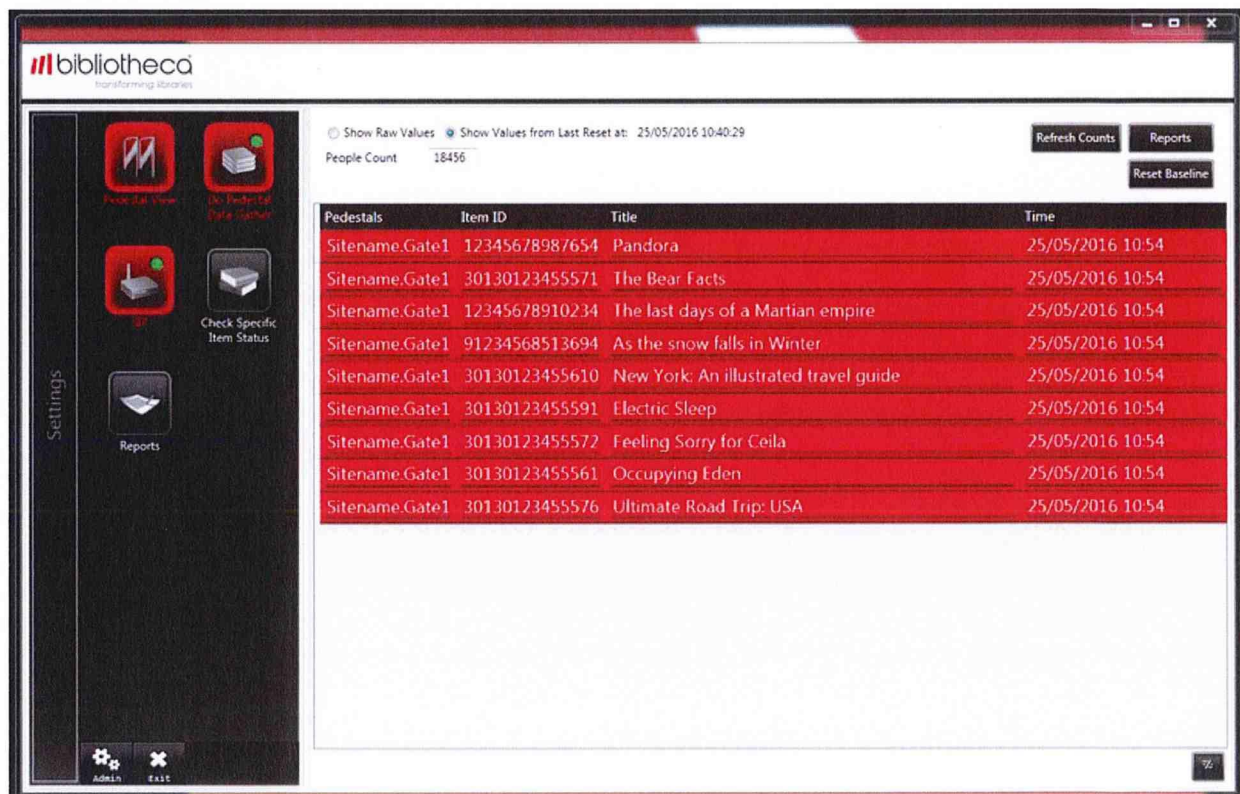


staffConnect™ gate software

Our staffConnect™ gate software allows your library to better utilize the data that your security gate system can gather every day. This software can be installed on your staff computers and can have a designated staff station to show notifications when an unsecured item passes through the gates. It can also show which gate was triggered and the item ID and title. An ILS connection is required for this added functionality.

This software has a technical Interface, which houses the admin feature and allows for software configuration. It serves as the nerve center for communications with the pedestals and the ILS. For normal usage, staff will not need to access the technical Interface.

Your staff will be able to see a variety of reports and other information as it is gathered throughout the day.



StaffConnect™ gate software interface screenshot:

Navigation Sidebar:

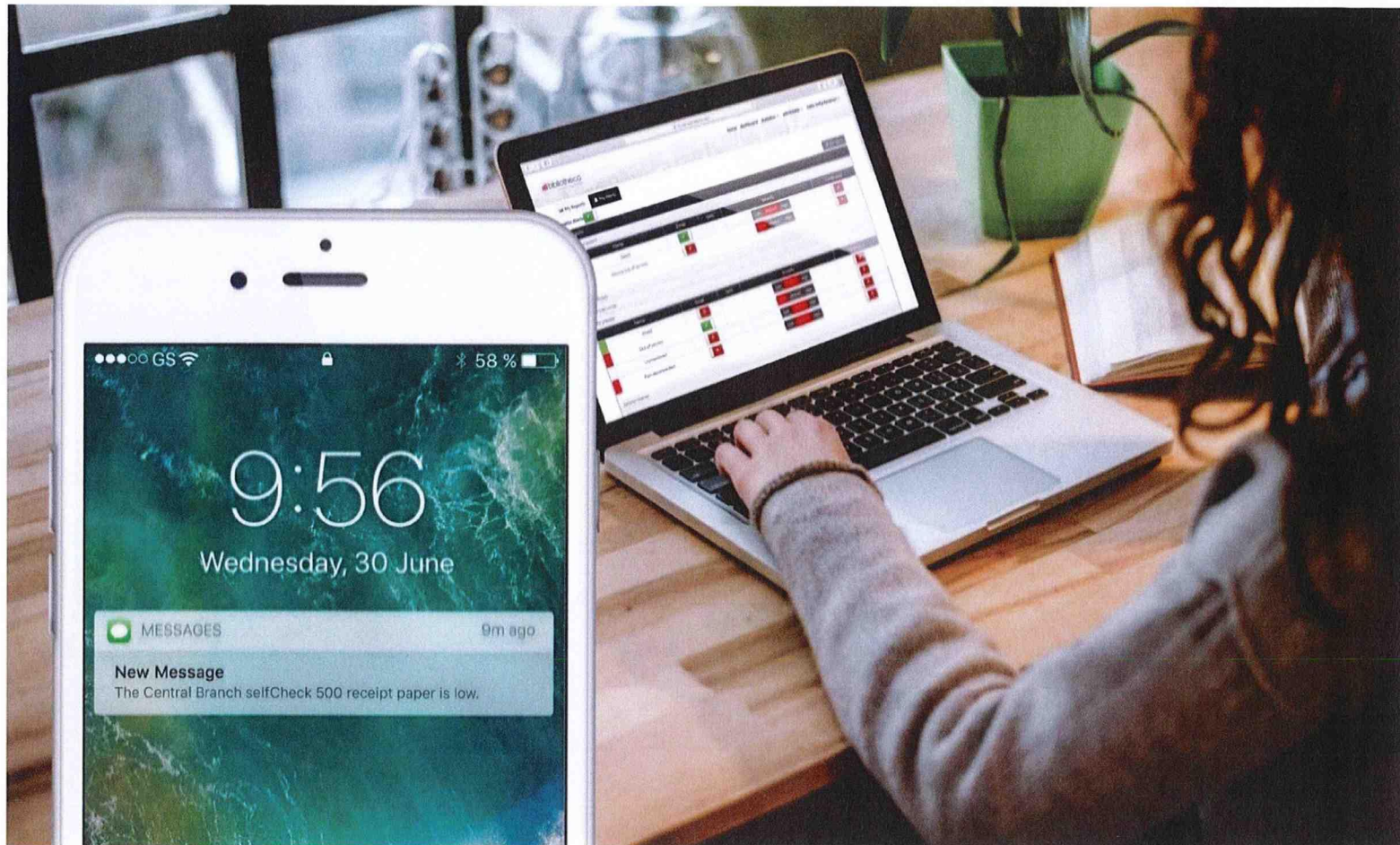
- Pedestal View
- No Pedestal Data Output
- Check Specific Item Status
- Reports

Main Display:

People Count: 18456

Buttons: Refresh Counts, Reports, Reset Baseline

Pedestals	Item ID	Title	Time
SiteName.Gate1	12345678987654	Pandora	25/05/2016 10:54
SiteName.Gate1	30130123455571	The Bear Facts	25/05/2016 10:54
SiteName.Gate1	12345678910234	The last days of a Martian empire	25/05/2016 10:54
SiteName.Gate1	91234568513694	As the snow falls in Winter	25/05/2016 10:54
SiteName.Gate1	30130123455610	New York: An illustrated travel guide	25/05/2016 10:54
SiteName.Gate1	30130123455591	Electric Sleep	25/05/2016 10:54
SiteName.Gate1	30130123455572	Feeling Sorry for Ceila	25/05/2016 10:54
SiteName.Gate1	30130123455561	Occupying Eden	25/05/2016 10:54
SiteName.Gate1	30130123455576	Ultimate Road Trip: USA	25/05/2016 10:54



libraryConnect™ devices

Everything you need in one place. libraryConnect™ devices lets you see all Bibliotheca's interconnected hardware and software solutions in one place. For libraries looking to further streamline their workflow and visibility, an annual subscription to libraryConnect devices provides powerful tools to manage and configure library equipment remotely as well as provide aggregated reports from one central location.



Detailed and robust reporting
Make data-driven decisions that shape library services, strategic initiatives and staffing levels with easy to access reports.



Configure and troubleshoot remotely
Replicate software configurations across multiple devices, branches or an entire system. Using powerful configuration tools, easily apply workflow changes, appearance custom messages and more.



System alerts
Email and SMS messaging ensures that you will always know the status of all connected Bibliotheca solutions.

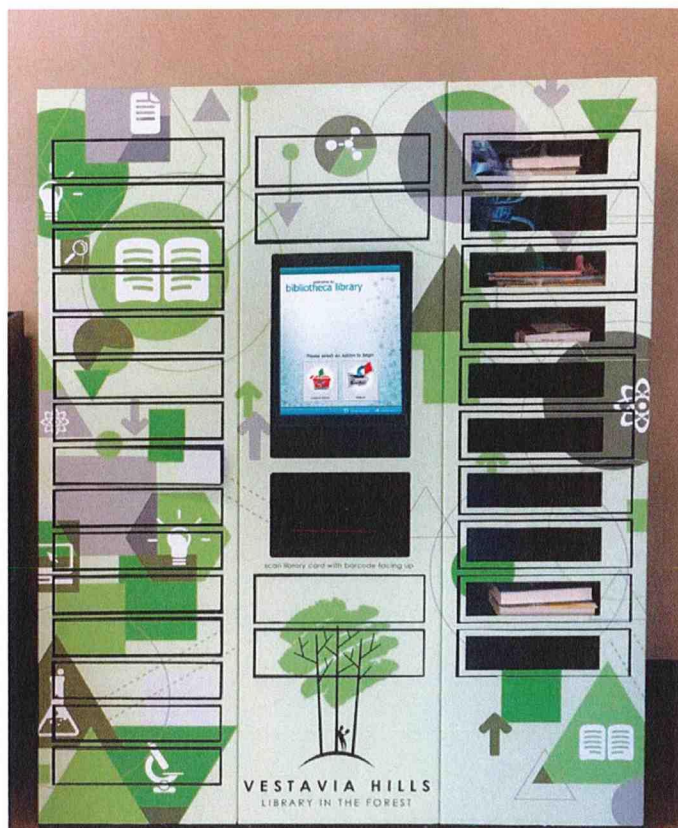


Access online customer support portal
Submit help desk cases and track status.

Optional remoteLocker™

Extend your service. remoteLocker™ expands coverage and accessibility so that you can offer patrons a self-service experience at locations and times more convenient to them.

- reserve items in the usual way
- collect items at the remoteLocker™
- browse transparent lockers filled with unreserved items to check out immediately
- return previous loans



Equitable Access. Designed to extend the coverage and accessibility of your library services, the proposed remoteLocker™ solution offers patrons a self-service experience at locations and times more convenient to them.



Industry Recognized Standards. All Bibliotheca's proposed solutions are UL and FCC certified. We encourage you to confirm that other vendors are providing UL certificates for the complete unit, and not just components of the unit.



Safe Access to Library Materials. Right now, we are all concerned about how to safely provide patrons with the library materials they need. Bibliotheca takes these concerns seriously. The remoteLocker™ provides simple, low-touch self-service transactions that are now preferred by people seeking to protect themselves from the Covid-19 pandemic, the seasonal flu and the like. We can help you configure remoteLocker™ checkout in a way that reduces screen touches.



Mix and Match. remoteLocker™ is the only holds pick-up solution that lets you create a combo locker so that patrons can easily pick up holds, return materials or browse and check out their next read. Browse and borrow capabilities are available with remoteLocker™ towers with transparent locker doors. This essentially turns your remoteLocker™ into a lucky day collection! Choose large lockers to accommodate sets, kits, games or other library of things items, or smaller lockers for CDs/DVDs or just a few items.

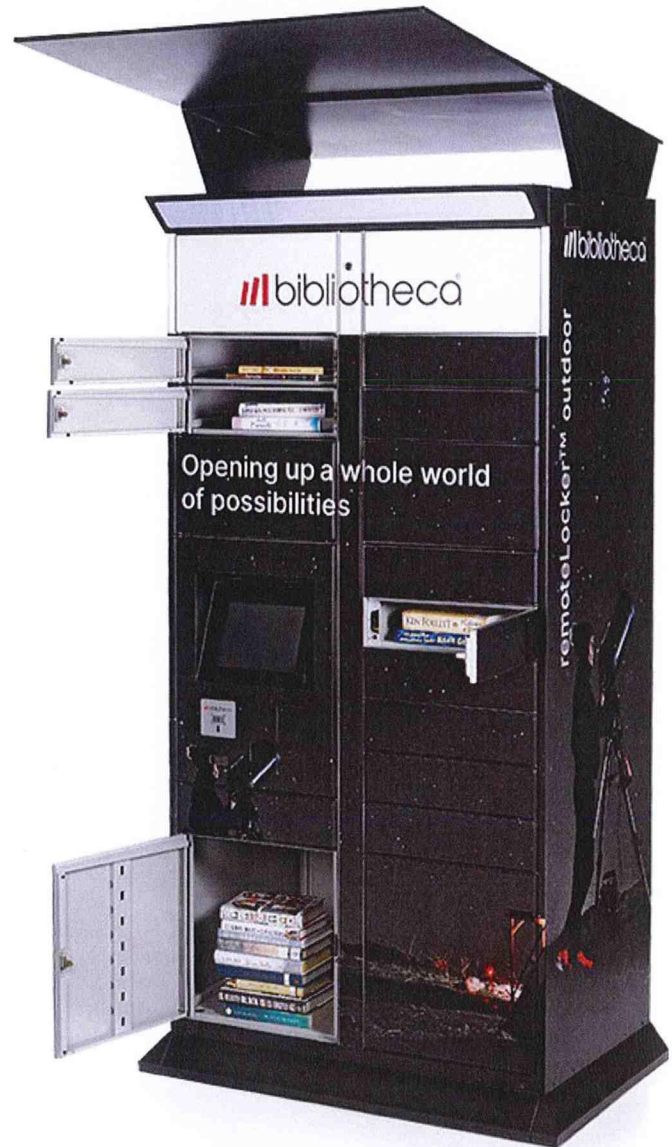
Optional remoteLocker™ outdoor

Extend your service. remoteLocker™ outdoor expands coverage and accessibility so that you can offer patrons a self-service experience at locations and times more convenient to them.

- reserve items in the usual way
- collect items at the remoteLocker™
- return previous loans

Our solution offers the following attributes:

- **Lower cost to implement:** No need to build an enclosure or provide specialized power for the remoteLocker™.
- **Expandability:** You can grow the number of patrons you serve after the initial configuration is implemented as the remoteLocker™ is modular. LPPL should consider the maximum number of patrons you can serve, not just the number of items you can provide.
- Our remoteLocker™ outdoor has a lead time of 29 business days and does not ship from overseas. Other vendors require three or more months to ship their vending machines overseas.
- Our remoteLocker™ comes ready to be wrapped by the Library. We will assist you in your custom wrap project with your chosen graphics vendor. We have templates and lots of experience guiding customers through this process.



Equitable Access. Designed to extend the coverage and accessibility of your library services, the proposed remoteLocker™ solution offers patrons a self-service experience at locations and times more convenient to them.



Industry Recognized Standards. All Bibliotheca's proposed solutions are UL and FCC certified. We encourage you to confirm that other vendors are providing UL certificates for the complete unit, and not just components of the unit.

Scope of Work: Required tasks and deliverables

As St. Pete Beach Public Library (SPBPL) moves forward with a conversion to RFID technology, implementing a plan to obtain your project goals is crucial. Ease of use and increasing staff efficiency are key to meeting your goals and attaining a high return on investment.

Bibliothecca will help SPBPL obtain its project goals by consulting with your staff on project best practices. In the following pages we provide information on what to expect when tagging your collection.

We can easily convert your existing selfCheck™ 500 to read RFID, so that when you are finished with the conversion of materials, patrons can immediately use the self-checkout to process multiple items – and they will be able to adapt to this new workflow more quickly as they will have the same patron interface to which they have become accustomed.

RFID tags: Currently the library has approximately 55,000 items of which approximately 12,500 are DVD or CD items. In consultation with library staff the vendor shall recommend and supply the required number of RFID tags specific to the items and a stock of a sufficient number of tags to process 500 more books, and 250 more disk items. The CD and DVD tags may be affixed to the case or cover art in individual disk items, or multidisc sets.

We recommend the following per the quantities found in Addendum 1.

- Books: RFID tag™ square (2,000/Roll)
- CD audiobooks: 2,000 RFID tag™ fullDiscCD (1,000/Roll)
- DVDs: RFID tag™ fullDiscDVD (1,000/Roll) big inner diameter

As is currently the practice, we recommend placing one tag on the first disc in a multi-disc set.

RFID tag readers: The vendor shall provide 6 staff workstation interface devices: one at each of the two circulation desks, one at the back check in desk, one at workstation SPBPLCIRC9 in the staff area, one for the director's office, and one for technical services.

For your circulation, technical services and RFID conversion needs, we recommend RFID workstation™ shielded. Our proposed hardware and software seamlessly interfaces with SirsiDynix Workflows.

As mentioned in Addendum 1, you can set up "ad hoc workstations" with RFID workstation™ shielded and library-supplied laptop and barcode reader. Putting these on an inexpensive cart with wheels makes it easy to move around the stacks.

For additional information on RFID workstation™ shielded, please see the Additional Materials section.

The library wishes to use RFID for collection management such as auditing shelves, inventory and searching for misfiled items. An RFID shelf reading tool shall be supplied.

We recommend the mobile™ inventory device + tablet for collection management. This multi-functional device makes searching quick and easy. Search for items by location, shelf order, age, hold and unprogrammed tags. Whether you are looking for missing items, checking for items that haven't been properly secured or weeding titles from your collection, this device keeps track of all scanned items while you search.

For additional information on the mobile inventory device, please see the Additional Information section.

In preparation for go live the library will conduct a retrospective tagging of all items. The rental of a mobile workstation to add RFID tags at shelf side is required. Train-the-trainer instruction of at least one library staff member in its use is required.

The vendor shall tag at least twenty-five items including an assortment of books, CDs, and DVDs during system set up or training.

We would be happy to demonstrate tagging of your items with the proposed RFID workstation™ mobile. Bibliotheca Academy has created the Managing an RFID Conversion course, which is specially developed to discuss strategies and best practices for tagging a library collection. To read the full course description, please see page 23.

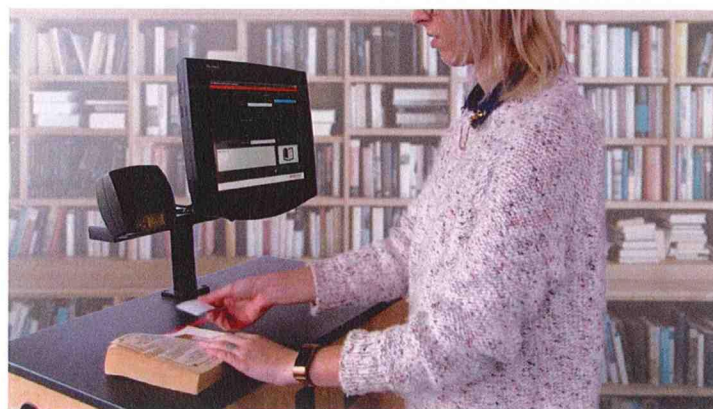
The RFID workstation™ mobile system includes a touchscreen monitor, PC, conversion software, barcode scanner and automatic tag dispenser.

For print materials, a two-person tagging team operating one conversion station can typically convert at a speed of 250-350 items/hour. For AV materials, one person operating one conversion station can typically convert at a speed of 125-150 items/hour. These conversion rates are conservative because we want to provide the library with an accurate estimate of hours. Our conversion station can dispense and program tags as fast as a staff person can apply them.

Typically tagging is performed by two individuals using one cart. The first person will pull the items, in shelf order, from the stacks and apply the RFID tags from the tag dispenser on the cart. The second person is responsible for scanning the barcode on the item and monitoring the success of this transaction both visually on the screen, as well as audibly on the speaker of the RFID workstation™ mobile.

With the beam of the barcode scanner placed directly over the RFID antenna, the tagging software then uses this barcode, plus any other information the library desires within the scope of the data model in use, and writes this information to the tag. This normally occurs within a fraction of a second. Once the tag is written, a confirmation read can be performed. The tagging software will alert tagging personnel if the item is on a weed list and will not write that item's data onto the tag.

The first person applies the encoded RFID tag to the item, and then the item is re-shelved in shelf order. Items can be tagged row-by-row in the stacks and replaced on the shelves as the item is tagged. This process significantly limits the occurrence of items being miss-shelved.



The tagging software will only allow the presence of one tag within the antenna's read range while it is in write/program mode. This method eliminates the possibility that one tag is programmed and placed on the wrong item. Only one barcode can be scanned at once; only one tag can be programmed at once. Therefore, if this method is followed, no tags will be affixed to the wrong item.

We understand that SPBPL is already thinking about the approach to take with RFID conversion, and your idea to do it section by section is the best way forward. This approach will result in minimal disruption to library patrons and library operations.

Library material vendor processed item specifications: The vendor shall supply specifications to the library that will be forwarded to various library material vendors who pre-process items for the library to allow them to place compliant RFID tags in the items during their pre-processing.

Bibliotheca's proposed RFID tags meet stringent quality standards and have better detection performance in a library setting than other vendors' tags. We have provided tag specifications in the Additional Materials section.



Better Detection. Bibliotheca RFID tags utilize NXP ICode SLIX2 integrated circuitry. This is the latest in tag chip technology and provides a much higher level of security than SLIX1 chips. In addition, our tags will work seamlessly with your current ILS.



Compliant. Bibliotheca RFID tags are 100% compliant with industry standards 18000-3 mode 1 and ISO15693 interface protocols.



Guaranteed. Bibliotheca RFID tags come with a 50-year or 100,000 read-write data retention guarantee.

Staff training: Vendor shall supply training to sufficient library staff in no more than two training sessions for the use of the RFID tags including: adding tags to items and updating Sirsi Dynix Workflows with that information, checking out items, checking in items, use of self-check machine with RFID tags, resolving common RFID tag circulation errors, resolving common RFID tag technical errors, physically discarding items with RFID tags so they may be sold by the library's bookstore or otherwise disposed of, and producing reports related to the RFID system.

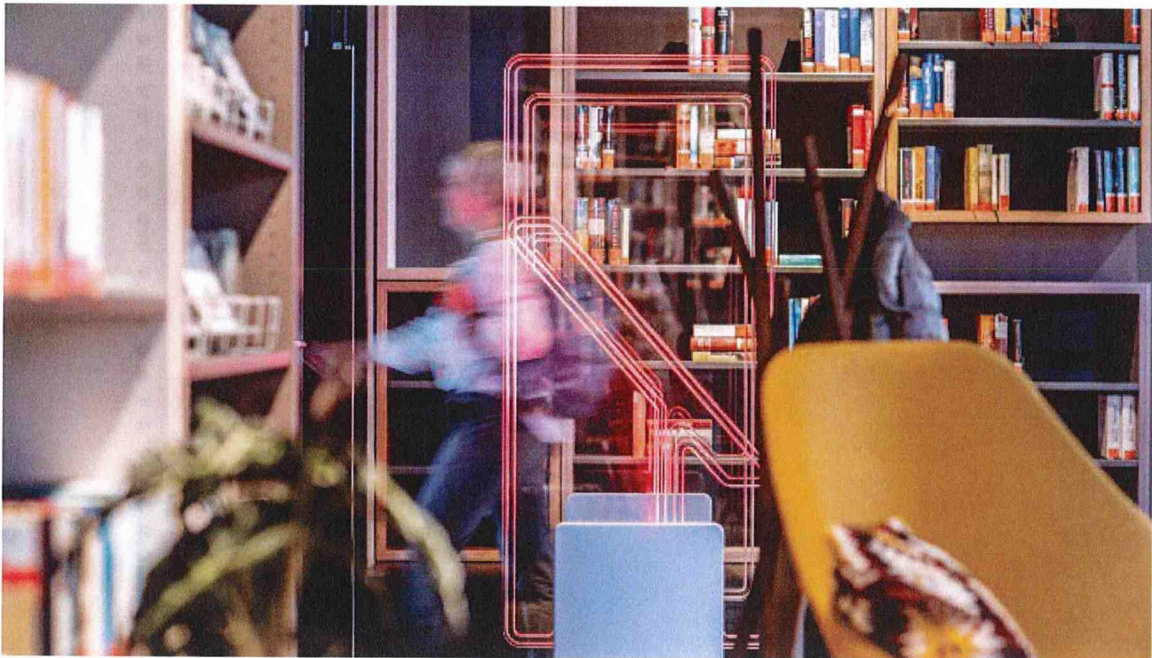
Please see page 22 for in-depth information on all recommended training. During the Introduction to RFID Conversion, your staff will gain all the knowledge necessary to successfully complete circulation functions using your new RFID-enabled equipment.

Security gates: Provide and install security gates to actively monitor patron egress with items not checked out. An alarm shall sound when an uncharged item passes through exiting the library. The gates shall be at the south patron entrance and the east patron entrance to the library. The entrances are approximately 73 inches and 75 inches wide respectively (photographs attached below). Gates should have alarm activated to outgoing (not incoming) items with the ability to adjust RFID antenna sensitivity due to environment/circumstances along with ability in software to determine alarm triggers. Train-the-trainer training shall be provided.

The gates shall allow normal pedestrian traffic including patrons using wheelchairs or other mobility assistance. The gates shall be compliant with local codes and the Americans with Disabilities Act. The vendor shall consult with library and city facilities staff on the design and installation of the security gates to ensure the most functional and aesthetically pleasing implementation. The vendor shall consult with the city's IT staff regarding data connection to the ILS system to ensure the most reliable connection while maintaining the city's robust data

integrity and security. Any permitting or inspections shall be the responsibility of the vendor, and time for any inspection shall not toll against the completion time.

Our installers will work with the library to make sure that all city codes and accessibility standards are met. As the RFID gates are off-the-shelf products that are set up and configured; we do not facilitate inspections Immediate and obvious warning signals immerse the entire gate, drawing staff attention quickly when the gate detects materials. With seven colors to choose from, combined with an adjustable audible alarm, libraries can choose their perfect alarm for their environments.



Please see the distance at which the security gates must be installed from other RFID or electronic items, etc.:

- Distance to secured items* / Min. 4' [1.2 meters]
- Distance to other RFID devices (e.g. staff station, selfChecks) / Min. 8'3" [2.5 meters]
- Distance between pedestals (clear aisle width) / 40.4" [1027 mm]
- Distance from metal objects / Min. 1'8" in [0.5 meters]
- Distance from another set of security gates** / Min. 26'3" [8 meters]

*Note that the field will extend through walls so items in adjacent rooms need to meet same clearance specifications.

** In situations where two sets of security gates are within 26' 3" [8 meters] of each other, the readers in both sets of A pedestals must be synchronized. The synchronization process is detailed in the RFID gate™ installation guide.

Hardware and software technical support: Technical support shall be available at a minimum during normal local business hours. The vendor shall delineate the vendor's responsibilities and the library's responsibilities for implementation and ongoing support.

Bibliotheca has the most comprehensive support team serving libraries. Our unsurpassed talent and scale mean that we can accomplish more together.

- Largest network of on-site support technicians – 120+ strong
- Broad geographic coverage ensures you have a local expert on-site when needed
- Deep bench of remote support technicians and product experts – 40+ strong

- Many in-house product experts and on-site technicians have been working with Bibliotheca solutions for 10+ years

Skilled. Our techs know libraries, and they know your equipment. Bibliotheca on-site and remote support technicians are required to complete weeks of training for each product before being certified to work on it. We do not send general computer repair people (aka “smarthands”) to service our products.

Local. We have three local on-site technicians who come prepared. Bibliotheca’s technicians for the Palm Beach County Library System. We do not fly out a person from the home office, and we do not charge for travel, hotels and meals.

Transparent. Proactive support starts with the Customer Center support portal where we keep you in the loop on all requests.

Bibliotheca’s comprehensive service plan includes:

24/7 self-guided learning. Increase your knowledge at www.libraryconnect.com and keep your library running smoothly.

- Tips and training materials
- How-to videos
- Manuals and user guides

24/7 help desk support. Connects you to a support technician when you need it most. Extended hours and improved response time. Coming soon: 24/7 live chat support.

Customer Center support portal. www.bibliotheca.com/helpdesk is your dashboard for support.

- Improved case management
- Easily open, edit and close support cases
- View current system status and historical cases
- Share information between your library and Bibliotheca
- Live chat with support technicians

Responsive on-site help. So you can get back to more important things.

- If an issue requires on-site assistance, our technicians are dispatched to service your equipment
- Parts are included, and technicians arrive in vehicles stocked with parts
- Time to first response: 4 business hours
- Time for on-site response: 8 business hours contingent on geography-specific call-out schedule
- On-site support hours are Monday – Friday, less holidays, 8AM – 7PM EST

Warranty and service requirements: The circulation RFID tags shall be guaranteed to be effective for the life of the item to which they are originally affixed and, if found to be defective, they shall be replaced at no cost to the library. The vendor shall provide an all-inclusive, 12-month warranty on equipment, software, and components and offer extended maintenance/service contract thereafter. Service technicians will be equipped with parts normally required to service the equipment and reduce downtime. Average on-site response time shall be no longer than twenty hours.

Understood.

Software warranty: Software patches and service pack releases shall be supplied. The service agreement shall include remote maintenance for expert technical consultation and software support.

As long as the library is under an annual service and maintenance agreement, we provide software patches about every six months. We will coordinate these releases with your library staff to ensure there is not any downtime on your end while the releases are downloaded.

Hardware and software SLAs shall be mutually agreed upon at contract execution.

Understood.

Training requirements: The Library seeks to train key circulation, technical services, system administration, and public services staff in the use of all equipment. Train-the-trainer training may be provided if vendor feels it appropriate. Training will be performed by the vendor and take place at the library or through videoconferencing.

User manuals shall be provided, preferably in electronic form with unlimited distribution within the library and to city IT staff. There shall be no additional charge for user manuals.

Documentation is provided free of charge in electronic and print formats for all products and for each release of software and/or hardware. Extensive how-to videos, tips, manuals and user guides are all available in one easy-to-access place – Bibliotheca’s libraryConnect.com portal. All manuals feature clear, instructional images and step-by-step guidelines.

Bibliotheca Academy offers comprehensive courses designed to maximize your library’s investment, create consistent workflows, and drive faster, more successful outcomes. The courses cover a wide variety of topics:

- Detailed product overviews
- Configuration tips
- Real-world examples of how to get the maximum benefit from Bibliotheca solutions
- Delivered by our dedicated professional trainer

Product Education Courses are delivered by a dedicated Bibliotheca trainer via a live Zoom session, which includes a PowerPoint and a live demo of your product software. Courses are designed to be interactive to provide an opportunity for participants to engage in hands-on learning. Purchased courses last from one to four hours and accommodate up to 10 individuals.

The professional training offered by Bibliotheca Academy ensures that your staff is supported and equipped to make the most of your new technology.



Gwyneth Jelinek
Head of Global Customer Education

Most recently the Circulation Manager at Fayetteville Public Library in Arkansas, Gwyneth has years of experience training staff.

Interactive courses designed for engaged, hands-on learning.

Recommended courses:

www.bibliotheca.com

- Introduction to RFID Gates and Gate Software
- Introduction to libraryConnect™ devices
- Mobile Inventory Workshop
- Managing an RFID Conversion



Managing an RFID Conversion

This class will provide you with foundational knowledge on RFID in libraries which will help you ensure your conversion project is successful. This class will also provide you with the practical knowledge needed to tag your collection using industry best practices. By understanding the fundamentals of library RFID, you will be able to support your staff, inform your patrons, and ease the transition to RFID technology.

- What RFID is and how it is used in libraries
- What RFID standards exist, and how they benefit libraries
- What are the health, privacy and data security considerations of using RFID
- How RFID tags are structured and how they work to provide security and item identification
- What are the best practices for tag placement on all types of items, and what are the consequences of bad tag placement
- What the components of an RFID staffstation are and how to ensure proper detection
- How to configure tagging software for your data model
- What your staff will experience when using the conversion software
- How to encode to an RFID tag, blank a tag, re-encode a tag, disable a tag
- How multipart sets work and how they are different than sets on your ILS
- What data models are, what types of information can be written to your tag, and what to consider when determining what to write
- How to plan and manage your conversion project
- In addition, we will ensure to cover the topics outlined in the RFP:
 - How to handle errors and exceptions
 - adding tags to items and updating Sirsi Dynix Workflows
 - Checking out item
 - Checking in items
 - Use of self-check machine with RFID tags
 - Resolving common RFID tag circulation errors
 - Resolving common RFID tag technical error
 - Physically discarding items with RFID tags so they may be sold by the library's bookstore or otherwise disposed of
 - Producing reports related to the RFID system.

Introduction to RFID Gates and Gate Software

This class will provide you with the knowledge to help you plan for the installation of your RFID gates, from RFID fundamentals to placement considerations. You will learn about the gate hardware as well as how the accompanying software can be used to help you react to alarms and mitigate loss.

- What RFID is and how it is used in libraries
- What RFID standards exist, and how they benefit libraries
- How RFID tags are structured and how they work to provide security and item identification
- How RFID gates work and what needs to be considered for their placement
- How RF fields operate around the gates
- How the internal radar counts people coming in and out of your library
- How to manage the environment around your RFID gates
- What to consider when designing an accessible entrance
- How to manage an installation in an operating library
- How to ensure power, data, and cabling requirements are met, and discussion of best practices
- How the RFID gate hardware functions
- How to network your RFID gates and where best to install staffConnect Gate software
- How RFID gates alarm, and how to avoid false alarms
- What your staff will experience when viewing the RFID gates and staffConnect Gate
- How reports can be generated with staffConnect Gate, and example uses of gate data reports
- How RFID gate people counts work
- How to administer staffConnect Gate software

Introduction to libraryConnect™ devices

This class will provide you with the knowledge necessary to monitor and manage your BibliotheCa equipment from our web portal, libraryConnect. You will learn how to use this web-based system to get alerts about equipment status, run reports, and make configuration changes to your devices. You will also learn how to administer this system for your library's staff.

- How to access and log into the libraryConnect Portal from anywhere
- Where to view and download self-help training materials, including videos and user guides
- How to access and use the helpdesk Portal
- How to view your devices online
- How to get status alerts when there is an issue with a device
- How to make configuration changes to devices one-at-a-time or in groups
- How to run statistical reports, and how to automate those reports so they come directly to your inbox
- How to send commands, such as shutdown or restart, to your devices from anywhere
- How to manage this system for your library – set up new users, manage their permissions, and manage your organization

Introduction to Mobile Inventory

This class is required for customers purchasing a mobile inventory device and includes training on the staffConnect inventory software as well as training on how to use the handheld RFID reader. You will learn how to use the mobile inventory device to perform different functions, how they fit into the library's workflows, and how the mobile inventory device can assist the library to achieve their goals.

- What software is required to use your mobile inventory device
- What functions the mobile inventory device performs
- How to connect the staffConnect inventory software to your ILS/LMS
- How to create search files and sequence files
- How the mobile inventory device can be used to achieve the library's goals
- How to manage the security of your collection
- How to create and save inventory lists to compare with your ILS/LMS holdings
- How to check items in using the RFID handheld reader and staffConnect inventory software
- Best practices to use and care for your RFID handheld reader
- Best practices for setting up your collection for mobile inventory device use

Bibliotheca will work with you to schedule your training so it takes place right when you need it.



Timeline

Here's an example of a typical project timeline. This will be adjusted to fit your specific project goals. We can begin work within 60 days of award. We understand that SPBPL's goal is to complete the project by the end of FY23.

Phase	Timeline
Project Kick-off	1 week after contract executed
Delivery of Equipment	Depending upon products selected and customer schedule.
Capturing configuration information	Ongoing
Equipment and software Installation	Beginning within 1 week after equipment delivery. Installed according to a mutually agreed upon schedule.
Hardware and Software Training (if purchased)	Upon completion of installation
Acceptance Testing	Upon completion of installation
Pre-closure meeting	Upon completion of installation and training
Project Closure	Upon completion of all project implementation activities

Due to delays with global supply chains and shipping, delivery lead times are subject to change.

Installation Responsibilities

Activities	Bibliotheca	Library
General		
Project kick-off meeting	✓	✓
Day-to-day operational responsibility and accountability	✓	
Establish communication channels and agree on reporting procedures, including reporting frequency	✓	✓
Produce and update project plan to include all steps	✓	
Review and agree on installation plan, including change control	✓	✓
Exception planning/risk identification and assessment	✓	✓
Provide documentation (patron guides and manuals)	✓	
Solution Set-Up		
Arrange installation of power and network access points for solutions and conduits as defined by the site survey (if site survey purchased)		✓
Construction/electrical considerations, hole drilling, wall cut outs, etc.		✓
Procurement of SIP2 licenses		✓
Gather information to establish software configurations, kiosk configuration, confirming RFID tag data model	✓	✓
Provide IT staff with appropriate credentials to assist in the installation and testing of the equipment		✓
Confirm sign-off for installation of implemented solutions	✓	✓
Supervise configuration of software solutions	✓	
Delivery and Installation		
Arrange delivery of equipment	✓	
Resource coordination/mobilization	✓	
Establish installation/sign off acceptance procedures	✓	✓
Deliver staff training to agreed schedules if training is purchased.	✓	✓

Minimum Qualifications

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida

Yes. Bibliotheca currently provides St. Pete Public Library with RFID library technology.

2. Possess a minimum of five (5) years' experience in performing similar work

Please see Statement of Qualifications and Profile of Vendor on page 4.

3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Please see the following page for our project references.

References

We appreciate our customers, and we know that the opinions of other libraries are crucial when making a decision about library technology. We encourage you to contact the following references regarding our project management and solution performance.

North Miami Beach Public Library	Edenia Hernandez, Director edenia.hernandez@citynmb.com 305-948-2970 1601 NE 164th St, North Miami Beach, FL 33162
North Miami Public Library	Paul Bazile, Director pbazile@northmiamifl.gov 305-891-5535 835 NE 132nd St, North Miami, FL 33161
Lantana Public Library	Kristine Kreidler, Director kkreidler@lantana.org 561-540-5740 418 S Dixie Hwy, Lantana, FL 33462

Insurance Requirements

Per Addendum 1: "Upon award the vendor will be asked to provide a COI with all the required amounts."

Solution Pricing

The proposed solutions for SPBPL are recommended based on the requirements of the RFP and our first-hand knowledge of your library and workflows.

Solutions	Quantity	Unit Price	Extended Price
RFID workstation shielded	6	\$699	\$4,194
mobile inventory incl. WiFi stick + tablet	1	\$3,786	\$3,786
Tagging and Circulation Station 812 – up to 3 Month Lease	1	\$1,299	\$1,299
RFID gate Direct mount, 2 aisle	2	\$6,030	\$12,060
Bibliotheca Academy Courses:			
▪ Introduction to libraryConnect Devices	1	\$1,350	\$1,350
▪ Introduction to RFID Gates and Gate Software	1	\$900	\$900
▪ Managing an RFID Conversion	1	\$1,800	\$1,800
▪ Introduction to Mobile Inventory	1	\$900	\$900
RFID tag™ square (2,000/Roll)	20 rolls (40,000 tags)	\$325	\$6,500
RFID tag™ square clear (2,000/Roll)	2 rolls (4,000 tags)	\$325	\$650
RFID tag™ fullDiscDVD (1000/Roll) big inner diameter	9 rolls (9,000 tags)	\$617	\$5,553
RFID tag™ fullDiscCD (1,000/Roll)	2 rolls (4,000 tags)	\$383	\$2,044
libraryConnect devices, 1 year subscription, 6-15 devices	1	\$399	\$399
staffConnect™ gate Individual License (Year 1)	2	\$263	\$526
Onsite set-up and configuration (if applicable)	All Products	All Products	Included
One Year Warranty: Onsite Maintenance + parts and remote software support	All Products	All Products	Included
Shipping and Administration	1	\$2,820	\$2,820
Total			\$44,781

Support and Maintenance Pricing

We are pleased to offer special support and maintenance pricing to SPBLS. We understand that the promise of self-service cannot be realized if equipment is down. With a Bibliotheca service agreement, your staff members can focus on more valuable, patron-facing activities – and you can leave the support and maintenance to us.

Support and Maintenance Year 1 Price (all solutions)	Support and Maintenance Year 2 Price (all solutions)
Year 1 Warranty Included	\$4,831

Pricing Terms:

- Support and maintenance pricing is subject to change based on final quantities and product configuration.
- System returns will be accepted within 30 days from the date of delivery and must be in original packaging. A 20% restocking fee will be charged and customer will pay for return shipping.
- Terms are NET 30 days from date of invoice for all equipment. Invoice is generated at the time of shipment.
- Due to global shipping and supply chains issues, delivery lead times are subject to change.

We look forward to continuing to build on our partnership with SPBPL for all its current and future library technology needs.

If you have any questions about our proposal or solutions, please contact Katie Westfall, Bid Manager, k.westfall@bibliotheca.com or 800-328-0067 x301.

Additional Materials

Addendum 1

Addendum 2

Public Entity Criminal Affidavit

Non-Collusion Affidavit

Product Specifications and Pre-installation Guides



The City of St. Pete Beach			
ADDENDUM OF SOLICITATION			
1. Solicitation No:	2. Addendum No:	3. Effective Date:	4. Brief Solicitation Description:
RFID Library Project	1	02/03/2023	RFID Library Project
5. REVISED OFFER SUBMISSION DUE DATE AND TIME: (Note: Unless identified below, this solicitation amendment does not change the Offer Submission Date and Time.) The date and/or time specified for receipt of offers is changed as follows: DATE: TIME:			
6. REVISED PRE-BID/PROPOSAL CONFERENCE: (Note: Unless identified below, this solicitation amendment does not change the Pre-Bid/Proposal Conference, if a conference is scheduled.) The scheduled pre-bid/proposal conference is changed as follows: DATE: TIME: LOCATION:			
7. AMENDMENT OF SOLICITATION: The solicitation identified in Block 1, above, is hereby amended as described in Block 11, below. Except as provided herein, all other provisions of the solicitation, or as heretofore amended, remain unchanged and in full force and effect.			
8. REQUIREMENT TO ACKNOWLEDGE AMENDMENT: Offerors must acknowledge receipt of this amendment prior to the deadline specified in the solicitation for receipt of offers by one of the following methods: a. By signing this amendment in Block 9, below, and returning one signed copy. b. By acknowledging receipt of this amendment on the Solicitation, Offer and Award form (CS-01); or, c. By separate letter or telegram that includes a reference to this solicitation and amendment number. WARNING: Failure of an offeror to acknowledge receipt of this amendment, as described herein, may result in REJECTION OF THE OFFER. <i>NOTE: For Invitations for Bids the terms "Offer" and Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposals or Quotation the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits</i>			



9. OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:

Name & Title: Michael Burstein, CFO

Signed Acknowledgment: *Michael Burstein*

(Print/Type)

Offeror: Bibliotheca, LLC

Date Acknowledged: 2 / 23 / 2023

10. FOR FURTHER INFORMATION CALL CONTRACTING OFFICER:

Name: Vince Tenaglia

Email: vtenaglia@stpetebeach.org

11. DESCRIPTION OF AMENDMENT:

Questions and Answers:

See attached Spreadsheet and Pictures



The Sunset Capital of Florida

The City of St. Pete Beach			
ADDENDUM OF SOLICITATION			
1. Solicitation No:	2. Addendum No:	3. Effective Date:	4. Brief Solicitation Description:
RFID Library Project	2	02/21/2023	RFID Library Project
5. REVISED OFFER SUBMISSION DUE DATE AND TIME: (Note: Unless identified below, this solicitation amendment does not change the Offer Submission Date and Time.) The date and/or time specified for receipt of offers is changed as follows: DATE: TIME:			
6. REVISED PRE-BID/PROPOSAL CONFERENCE: (Note: Unless identified below, this solicitation amendment does not change the Pre-Bid/Proposal Conference, if a conference is scheduled.) The scheduled pre-bid/proposal conference is changed as follows: DATE: TIME: LOCATION:			
7. AMENDMENT OF SOLICITATION: The solicitation identified in Block 1, above, is hereby amended as described in Block 11, below. Except as provided herein, all other provisions of the solicitation, or as heretofore amended, remain unchanged and in full force and effect.			
8. REQUIREMENT TO ACKNOWLEDGE AMENDMENT: Offerors must acknowledge receipt of this amendment prior to the deadline specified in the solicitation for receipt of offers by one of the following methods: a. By signing this amendment in Block 9, below, and returning one signed copy. b. By acknowledging receipt of this amendment on the Solicitation, Offer and Award form (CS-01); or, c. By separate letter or telegram that includes a reference to this solicitation and amendment number. WARNING: Failure of an offeror to acknowledge receipt of this amendment, as described herein, may result in REJECTION OF THE OFFER. <i>NOTE: For Invitations for Bids the terms "Offer" and Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposals or Quotation the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits</i>			



9. OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:

Name & Title: Michael Burstein, CFO Signed Acknowledgment: *Michael Burstein*
(Print/Type)
Offeror: Bibliotheca, LLC Date Acknowledged: 2 / 23 / 2023

10. FOR FURTHER INFORMATION CALL CONTRACTING OFFICER:

Name: Vince Tenaglia Email: vtenaglia@stpetebeach.org

11. DESCRIPTION OF AMENDMENT:

Page 3, Qualifications of Submittals: Remove sentence "Submissions will be not be publicly opened"

III. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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: Michael Burstein, CFO
(Print individual's name and title)

for: Bibliotheca, LLC
(Print name of entity submitting sworn statement)

at: 3169 Holcomb Bridge Road, Suite 206, Norcross, GA 30071
(Business address)

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

38-3837521
(FEIN)

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

(SSN)

by the individual signing this sworn statement:


(Signature)

2. I understand that a "public entity crime" as defined in Section 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, proposal, reply, 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.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 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 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, FLA. STAT., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Minnesota
STATE OF ~~FLORIDA~~
COUNTY OF Washington

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☒ **online notarization**, this 23rd day of February, 2022, by Michael Burstein, who is personally known to me or has produced _____ as identification.

(SEAL)



Katie JH Westfall
Notary Public – State of ~~Florida~~ Minnesota

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

IV. NON-COLLUSION AFFADAVIT

STATE OF Minnesota
COUNTY OF Washington

I state that I, Michael Burstein, CFO of Bibliotheca, LLC,
(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:

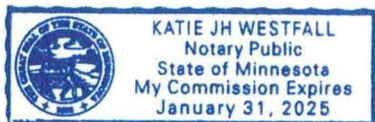
1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate 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. Bibliotheca, LLC, 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, 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: Bibliotheca, LLC
Signed By: *Michael Burstein*
Print Name: Michael Burstein

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence or** ☒ **online notarization**, this 23rd day of February, 2022, by Michael Burstein, who is personally known to me or has produced as identification.

(SEAL)



Katie Westfall
Notary Public – State of ~~Florida~~ Minnesota
Katie JH Westfall
(Print, Type, Stamp, or Commissioned Name of Notary Public)

Electrical characteristics all tags

Integrated Circuit (IC)	NXP ICode SLIX2
Air interface protocol	ISO 15 693, ISO 18 000-3 Mode 1
Operating frequency	13,56 MHz
Memory	2.5k bits user memory

Technical Specifications: RFID tag™ fullDiscDVD

A	Antenna size	110 mm	± 0,5 mm	4,331 in
B	Die-cut size	116 mm	± 0,2 mm	4,567 in
C	Web width	141 mm	± 0,5 mm	5,551 in
D	Pitch, length per piece MD	124 mm	± 1,5 mm	4,882 in
E	Die-cut to web edge	12.5 mm	± 1,5 mm	0,492 in
O	Hole diameter	15.5 mm		
	Thickness of the IC	127 µm	± 15 %	
	Overall thickness of transponder package (excluding IC and siliconized paper)	265 µm	± 10 %	
	Thickness of the siliconized paper	110 µm	± 5 %	

general characteristics of transponder

Operating temperature (electronics parts)	-40 °C / +85 °C	-40 °F / 185 °F
Shelf life: From date of manufacture 2 years in	15 °C / 25 °C, 50 % RH	59 °F / 77 °F, 50 % RH
Bending diameter (D)	> 50 mm, tension less than 10 N	

delivery form

Transponder format	Die-cut
Transponder face material	Clear PP 50
Transponder backing material	Siliconized Paper 56
Transponder antenna material	Aluminum
Transponder adhesive	Neutral pH Radiation Cured UV Acrylic
Minimum delivery yield	97 %
Printability	Needs to be tested by customer

delivery details

Appearance	Single row reel form
Reel core	Paper core inner diameter 76 mm (3 in)
Transponder alignment	Chip at rear of transponder
Winding of the reel	Face out
Leader/Tail	1 m at both ends
Standard reel size	500 pcs/reel, Diameter: < 190 mm
Package size	500 pcs/box, Deliveries only in full packages, 1 roll per box bibliotheca label

Technical Specifications: RFID tag™ square

A1 x A2	Antenna size	47 x 47 mm	± 0,5 mm	1,850 x 1,850 in
B1 x B2	Die-cut size	50 x 50 mm	± 0,2 mm	1,969 x 1,969 in
C	Web width	54 mm	± 0,5 mm	2,126 in
D	Pitch, length per piece MD	56 mm	± 1,5 mm	2,205 in
E	Die-cut to web edge	2 mm	± 1,5 mm	0,079 in
G	Antenna to die-cut (MD)	1,5 mm	± 1,5 mm	0,059 in
H	Antenna to die-cut (CD)	1,5 mm	± 1,5 mm	0,059 in
U	Die-cut corner radius	3 mm		0,118 in
	Thickness of the IC	127 µm	± 15 %	
	Overall thickness of transponder package (excluding IC and siliconized paper)	195 µm	± 10 %	
	Thickness of the siliconized paper	56 µm	± 5 %	

general characteristics of transponder

Operating temperature (electronics parts)	-40 °C / +85 °C	-40 °F / 185 °F
ESD voltage immunity	± 2 kV peak HBM	
Shelf life: From date of manufacture 2 years in	15 °C / 25 °C, 50 % RH	59 °F / 77 °F, 50 % RH
Bending diameter (D)	> 50 mm, tension less than 10 N	

delivery form

Transponder format	Die-cut
Transponder face material	Mid-gloss paper 70 (ISO 9706 compliant)
Transponder backing material	Siliconized Paper 56
Transponder antenna material	Aluminum, crimped coil
Transponder adhesive	Neutral pH Radiation Cured UV Acrylic
labelling temperature min.	min. +0 °C, min. 32 °F
usage temperature	-20 °C - 80 °C, -4 °F - 176 °F
peel min.	min. 10 N / 25 mm (FTM 1)
Final inspection	100 %, known faulty ones marked
Minimum delivery yield	97 %
Printability	Flexography and TTR with selected ribbons. Do not print over IC area

delivery details

Appearance	Single row reel form
Reel core	Paper core inner diameter 76 mm (3 in)
Transponder alignment	Chip at rear of transponder
Winding of the reel	Face out
Standard reel size	2000 pcs/reel, Diameter: < 205 mm
Package size	6000 pcs/box, Deliveries only in full packages, 3 rolls per box

Specifications : bibliotheca RFID workstation™ shielded

Dimensions (w x d x h):	350 mm x 280 mm x 15 mm
Shield:	fully shielded
Weight:	Kilograms 1.5 kg Pounds: 3.825 lbs
Power:	RFID reader connects to PC via USB; it is supplied with a localised plug-in supply (110V ac/60Hz or 240V ac/50Hz). The RF power output is 1.2 Watt and the workstation™ shielded conforms to CE and FCC.
Membership cards supported:	Barcode and RFID-enabled membership cards.
Software:	Our staffConnect™ circ software will need to be installed on your existing PC, running Microsoft™ Windows (XP SP3 or W7 32/64). Connection to the LMS/ILS is only required for some of the functionalities.
Options:	A receipt printer and/or barcode scanner can be added to any workstation™.

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Specifications : bibliotheca RFID gate™

Dimensions (w x d x h):	Millimetres: 73 (Max at base) x 680 x 1,780 (± 3) Inches: 2.87 (Max at base) x 26.77 x 70.08 (± 0.1)
Weight (per gate):	Kilograms: 28 Pounds: 62
Material:	Transparent panel, "aluminum like RAL9006" ABS with light texture base Enclosure Rating: IP 41
Power:	Supply voltage: 24Vdc Power consumption: 32VA
Data:	Ethernet (TCP/IP)
Performance:	Reads* up to 8 tags per second. Optimal coverage is achieved within 43 inches / 1,100 mm of separation. Coverage up to 47 inches / 1,200 mm can be achieved with certain tags.
RFID specification:	Operating frequency: 13.56 MHz. Max. Transmitting power: 8 W Supported tags types: ISO 15693, ISO 18000-3-A, (Infineon my-d, NXP I-Code, SLI, SLix, SLix2)
Alarm:	Multi-color**, customer selectable LED lights Variable alarm pattern and adjustable volume Highly visible integrated digital display to monitor alarm counts, ingoing and outgoing patron traffic, and diagnostics
Standards & compliance:	CE, RCM, ETSI, FCC, IC, ADA, DDA, UL and CSA
Temperature range:	Operating: -25 °C to +50 °C / -13 °F to +122 °F Storage: -25 °C to +70 °C or / 13 °F to +122 °F
Configurations:	Standard configuration can support up to 7 panels to provide total coverage of 7.7m. Additional panels can be added by synchronizing readers.
Installation:	Multiple installation options including direct attachment to the floor with either in floor wiring or a wire way and a baseplate option.
Software:	Software is not required for the RFID gate to operate, however, when used in conjunction with our staffConnect™ gate software, enhanced reporting is available.
Additional features:	Integrated bi-directional people counter, standby mode to minimize power consumption.

*Detection of items cannot be 100% guaranteed in any gate setup due to a range of factors. Detection range and rates will always be reduced for CD and DVD media that contains metallic elements. Libraries wishing to get as close to 100% detection as possible should work with the project team, but should expect distance between gates to be reduced.

**Available colors: red, cyan, magenta, blue, green, yellow, white

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G-LBPI1049EN.008

RFID gate™

pre-installation guide

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1 Introduction

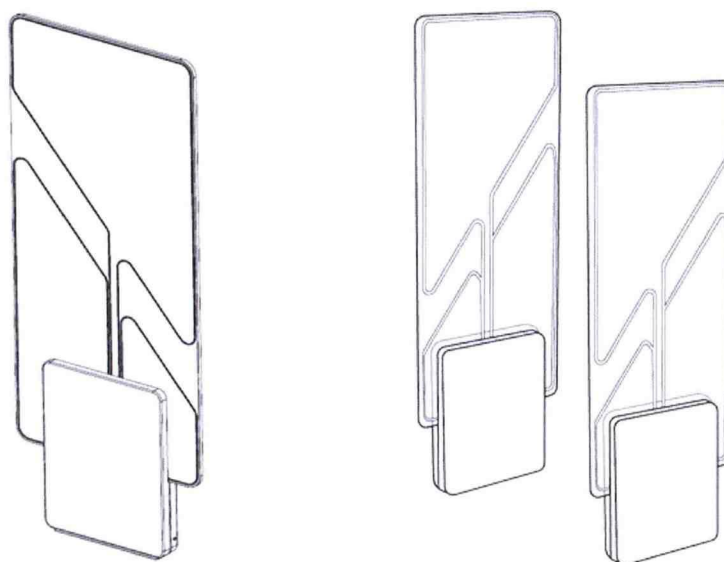
1.1 Introducing the system

With a modern and attractive clear panel design, the bibliotheca RFID gate™ not only offers superior detection but perfectly integrates with any library environment. The RFID gate reduces accidental or deliberate removal of library items by detecting RFID tags in any orientation. Upon detection, a configurable alert provides an immediate audible and/or visual warning.

The RFID gate system includes at least 2 pedestals. The A pedestal which contains an antenna, the controlling electronics for the system and the local display. The system will also have one B pedestal per aisle which contains an antenna and interconnecting electronics.

The system is available with the following mounting options:

1. Direct mount
2. Baseplate
3. Buried cable

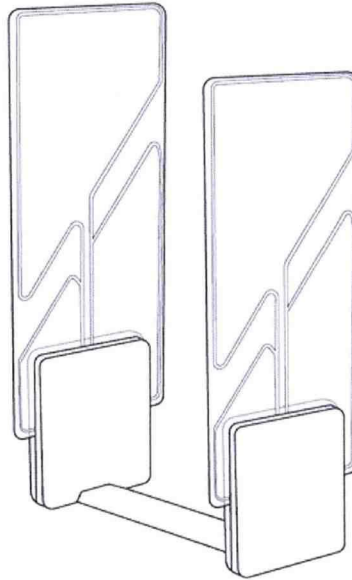


Other features include:

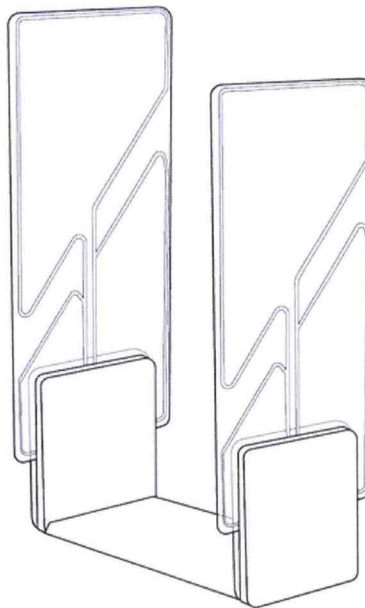
- Customizable LED lighting colour, alert volume and alert duration.
- Integrated directional patron counter with a small LCD display on the A pedestal for library staff to quickly work out the people count through each gate.
- Connection to staffConnect™ gate software to allow the library staff user to monitor current alerts and people counts and generate time specific reports.

1.2 Mounting options in detail

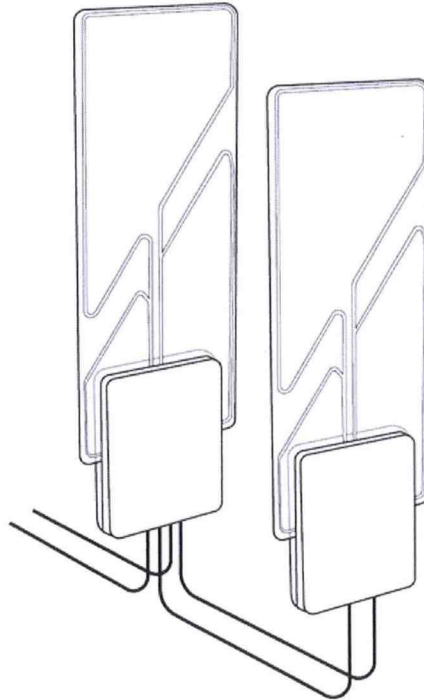
1. Direct mount, with pedestals mounted to the floor and pedestal-to-pedestal wiring routed through a floor mounted threshold wireway.



2. Baseplate, with pedestals mounted to a baseplate and pedestal-to-pedestal wiring routed through the baseplate.

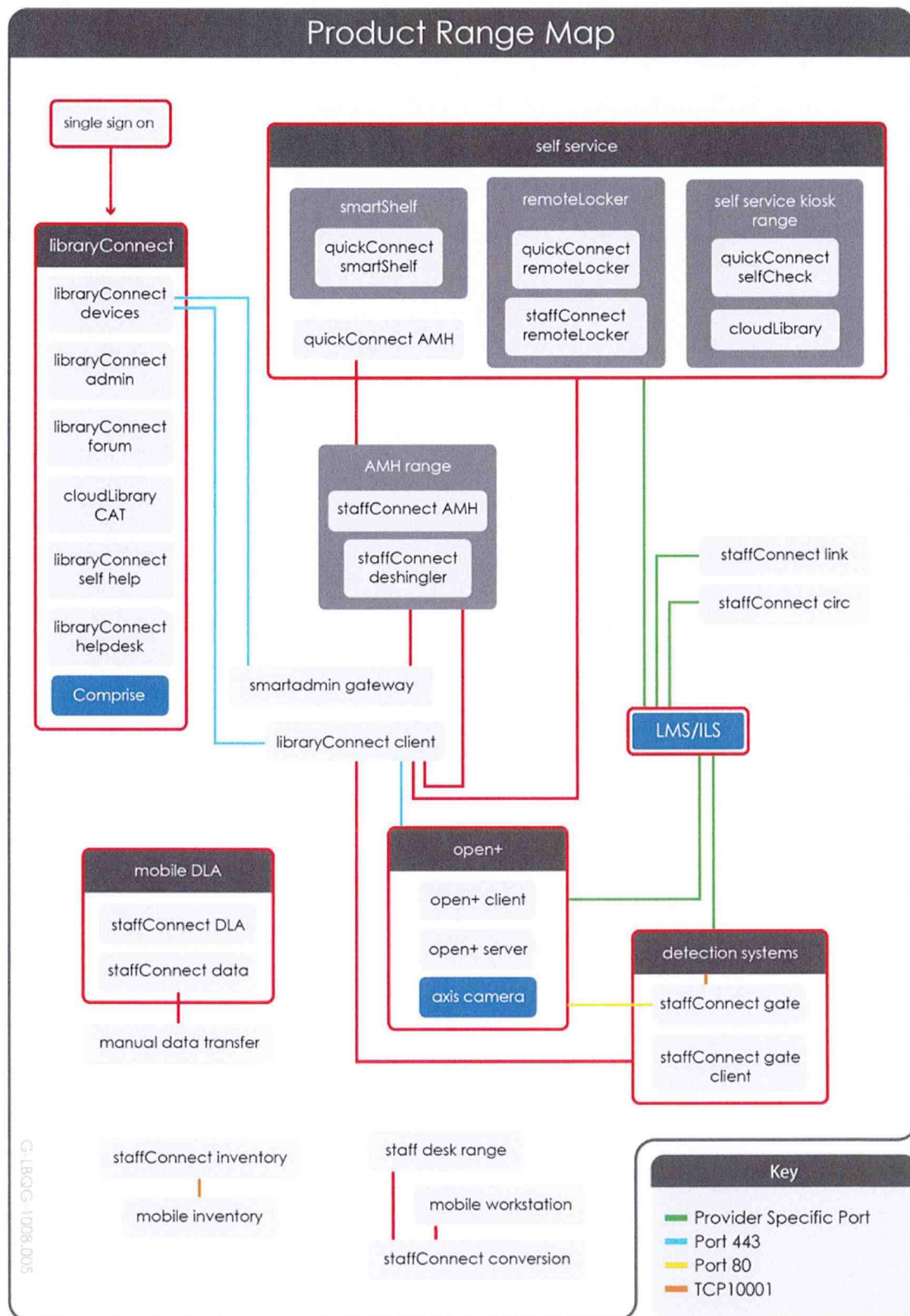


3. Buried cable, with pedestals mounted to the floor and pedestal-to-pedestal wiring routed beneath the floor in electrical conduit.



The library must decide on one of the three methods above prior to installation.

1.3 Product range map



2 Implementation responsibilities

Use this section to identify implementation responsibilities.

#	Task	Responsibility
1	Develop a plan for the space into which the detection system will be installed. The plan should address all requirements listed in this pre-installation guide.	Library/contractor (may include consultation with bibliotheca)
2	Complete a Detection System Site Survey for your library and return it to your bibliotheca contact. This is an optional step that may involve bibliotheca consultation.	Library/contractor
3	If the site plans a buried cable system, schedule a site visit with a bibliotheca technician so that the site can be inspected to ensure location suitability and proper placement of buried conduit. This visit is extremely important! A bibliotheca technician must inspect the site before construction begins. Failure to complete this step may result in costly rework.	Library/contractor
4	For buried cable systems, complete a site visit.	bibliotheca
5	Remove the old detection system (if applicable)	Library/contractor or bibliotheca, depending on purchase arrangements
6	Complete construction on the site, ensuring that all requirements listed in this guide are met. This may also include deploying patron traffic management devices (cones, etc.) where applicable to ensure patron safety during the installation and moving any other equipment and fixtures that would impede the technician.	Library / contractor
7	If the library selects to have a buried power option, where line voltage is provided at the system, it is the responsibility of the library to provide this connection, refer to section 3.1 for additional details.	Library / contractor
8	Gather a representative sample of library materials that the bibliotheca technician will use to test the installation.	Library
9	If the system will use the optional staffConnect™ gate	Library

#	Task	Responsibility
	software, secure an IP address (static) for the detection system. Provide an Ethernet connection at the location of the A pedestal with 18 in [457 mm] of cable above the floor, terminated in an RJ45 plug, This is also a requirement for access to the system's web interface, unless the site uses DHCP to assign network settings. (DHCP is not an option for staffConnect™ gate.)	
10	Move system packages from the delivery area to the installation area.	Library/contractor
11	Install the detection system. This will include all tasks required to install and anchor the system and ensure that it is functioning properly and according to library preferences.	bibliotheca
12	Conduct a system handoff, which will include familiarizing the library with system features and ensuring the system meets library requirements.	Library and bibliotheca
13	Dispose of detection system packaging.	Library/contractor or bibliotheca, depending on purchase arrangements

2.1 Requirements

- Each set of security pedestals requires its own power supply (included with system).
- Each set of security pedestals requires an Ethernet connection at the location of the A pedestal with 18 in [457 mm] of cable above the floor, terminated in an RJ45 plug, where the customer has purchased staffConnect™ gate .
- The measurement from the centre of one pedestal to the centre of another pedestal is recommended to be 43" [1.1 metres]. Refer to the note below.



Detection of items cannot be 100% guaranteed in any gate setup due to a range of factors. Detection range and rates will likely be reduced for CD and DVD media that contains metallic elements as well as for some older RFID tag types. Libraries wishing to get as close to 100% detection as possible should work with the project team, but should expect distance between pedestals to be reduced.

3 Specifications

3.1 Electrical specifications

A dedicated power line is recommended, but not required. The recommended installation method is for the library to provide an easily accessible outlet within 6 ft [2 m] of the B pedestal that will contain the power brick.

- Voltage: 100-240 VAC, 50/60 Hz, max 3.0A

If the library prefers to have mains power supplied directly at the location of the detection system, power can be provided using one of the following options:

	It is the responsibility of the library to provide this connection and an electrician will be required to be on site during installation.
---	--

1. Provide access to line voltage at the location of the B pedestal with a minimum 6 in. pigtail exposed above the floor (this must not be energized during the installation of the system). On the day of installation, the library is responsible for having an electrician on site to make the power connection inside the pedestal via methods like a low profile junction box or by adding a local plug (e.g. NEMA 5-15, BS 1363, etc.) to the pigtail.
2. Provide a power cord (3 conductor rated at 250 V [10 A]) from a mains switched fused spur to the location of the B pedestal, terminated with an IEC C13 connector.

	In some regions like the UK, only option 2 is permitted. Due to Health and Safety Regulations, local electrical codes, and required industry qualifications for mains electrical wiring and connections, bibliotheca Engineers and Service Partners are not permitted to make power cord connections to mains electrical outlets such as fused mains spurs, whether the spur is live or isolated from the mains power. As a result, providing the power cord connected to a mains spur outlet is the responsibility of the library's nominated qualified electrician.
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3.2 Environmental specifications

- Typical ambient temperature range: -25°C [-13 F] to 50°C [122 F]
- Humidity: 0% to 85% RH, non-condensing

3.3 Detection Zone

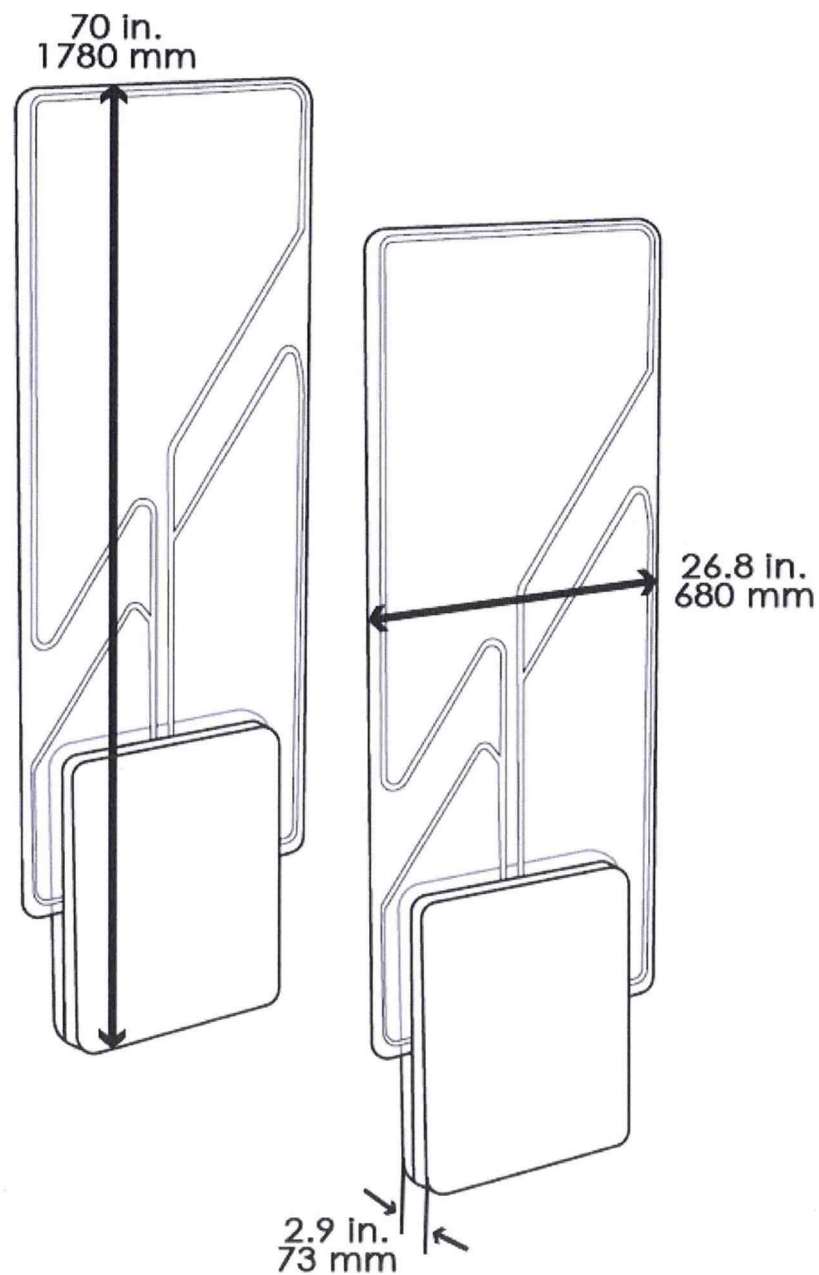
The primary zone of detection between pedestals extends from 6 in. [15 cm] to 72 in. [1.82 m] above the floor.

3.4 Shipping weight

Component	Weight
RFID gate pedestal, single	62 lb. [28 kg]
Baseplate, single aisle	55 lb. [25 kg]
Baseplate, dual aisle (two boxes)	105 lb. [43 kg]

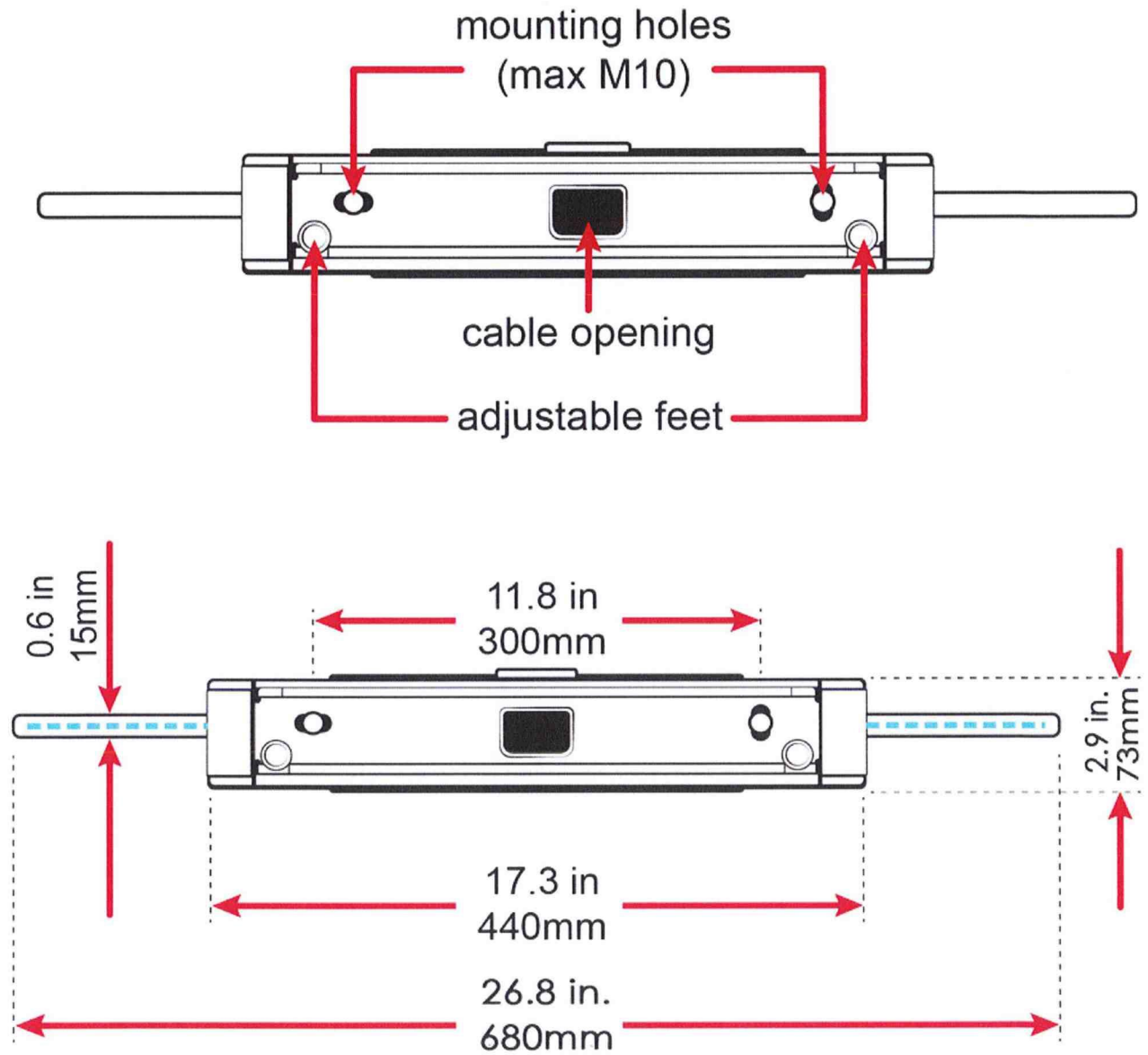
3.5 Pedestal dimensions

Height	Width	Depth
1780 mm [70"]	73 mm [2.9"]	680 mm [26.8"]



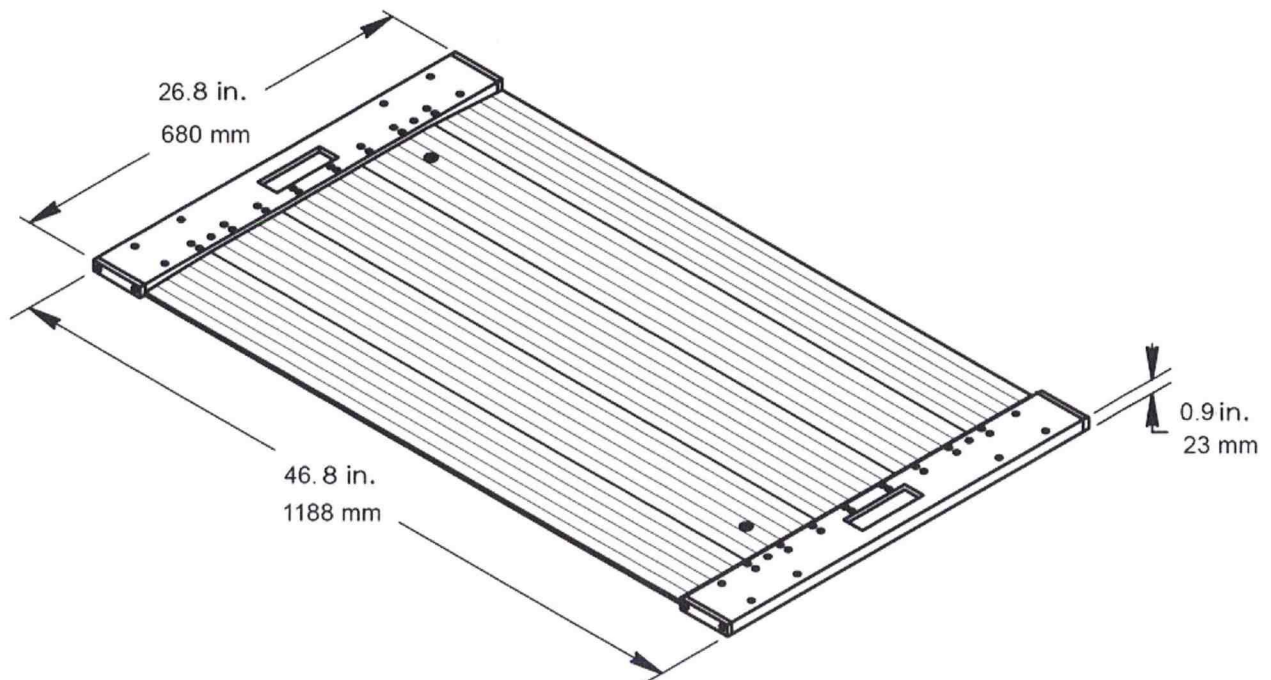
3.6 Foot print dimensions

Mounting holes	Cable opening
20 mm x 10 mm [0.8" x 0.4"]	60 mm x 25 mm [2.4" x 1"]



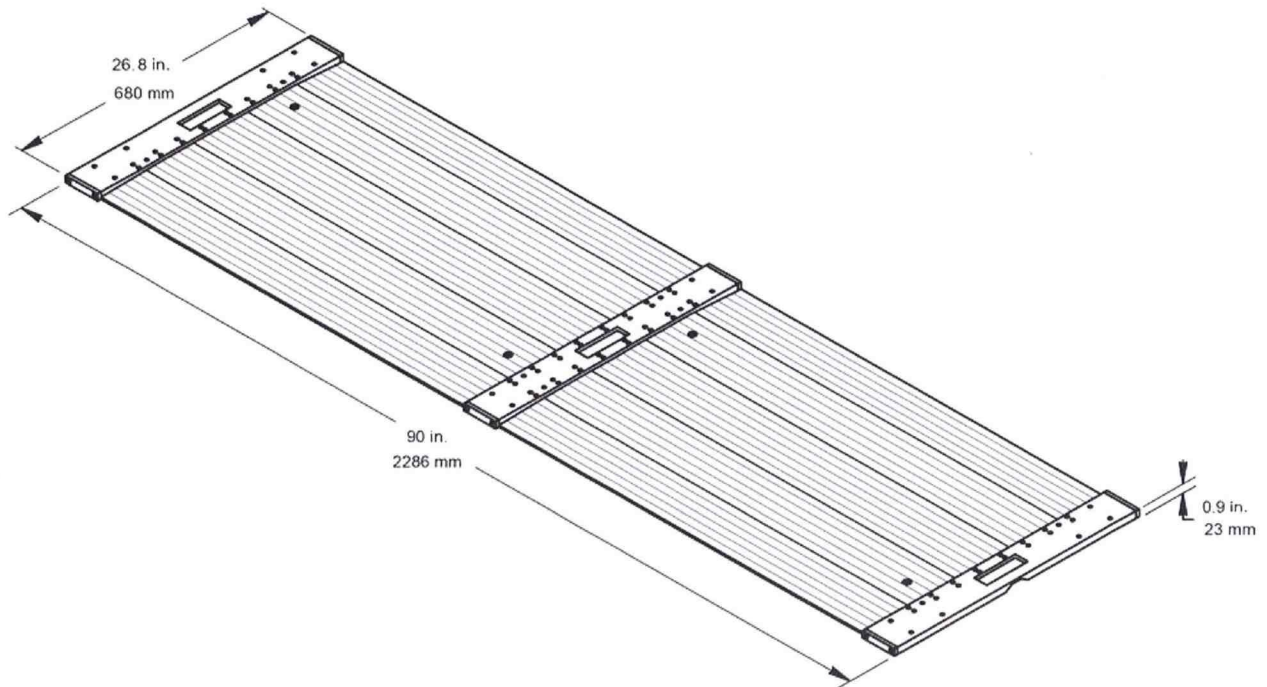
3.7 Single baseplate dimensions

Height	Width	Depth
Base - 13 mm [0.5"]* Plates - 23 mm [0.9"]	1188mm [46.8"]	680 mm [26.8"]



3.8 Dual baseplate dimensions

Height	Width	Depth
Base - 13 mm [0.5"]* Plates - 23 mm [0.9"]	2286 mm [90"]	680 mm [26.8"]



4 Facility requirements

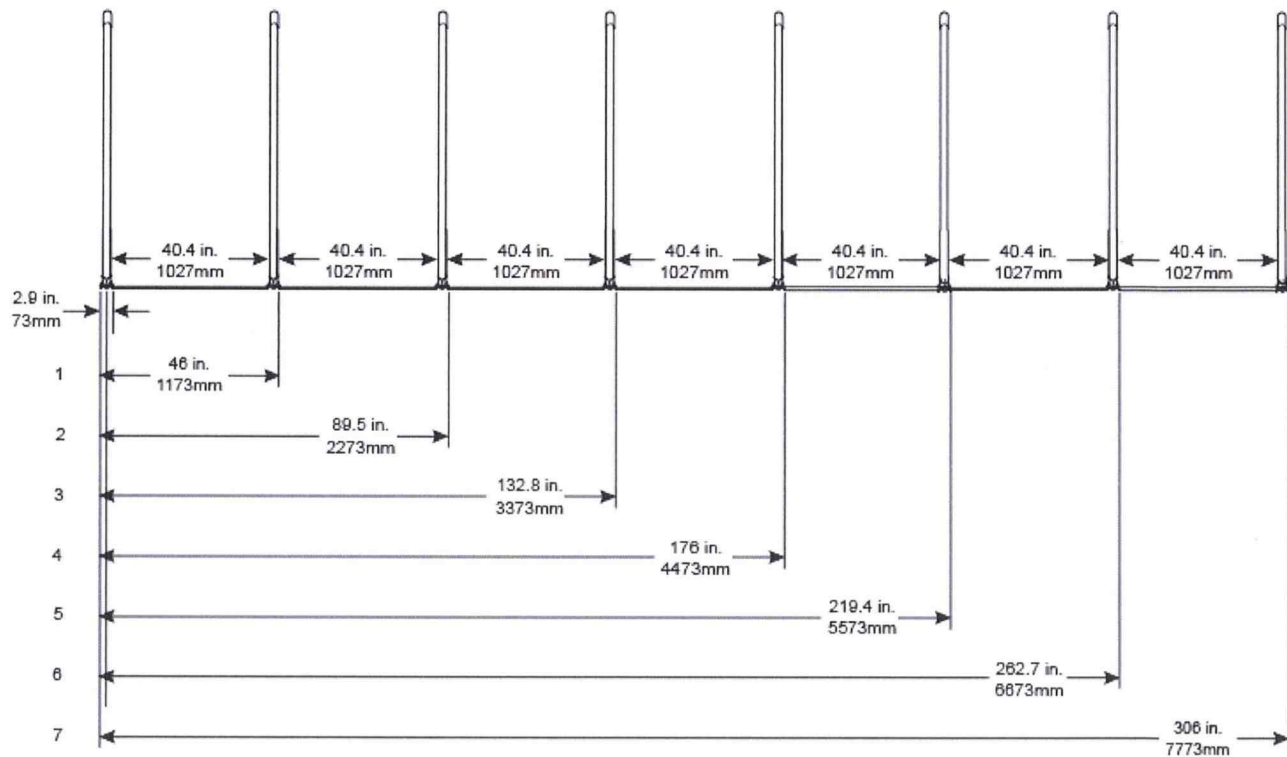
4.1 Space requirements: system dimensions

This section describes the space required for the system itself. Note that additional space is required to :

- Service the system and avoid interference
- Meet the needs of staff and customers

4.1.1 System dimensions: 43.3 in. (1100 mm) width

The following image displays the width of a full system (from 1 aisle to 7 aisles) when the centre-to-centre width of each aisle is set to 1100 mm/ 43.3".



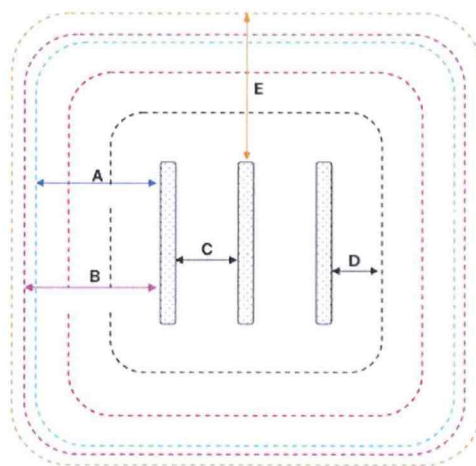
4.2 Positioning of equipment

Required clearances

A	Distance to secured items.*	Min. 4' [1.2 metres]
B	Distance to other RFID devices (e.g. staff station, selfChecks).	Min. 8'3" [2.5 metres]
C	Distance between pedestals (clear aisle width).	40.4" [1027 mm]
D	Distance from metal objects.	Min. 1'8" in [0.5 metres]
E	Distance from another set of security gates.**	Min. 26'3" [8 metres]

*Note that the field will extend through walls so items in adjacent rooms need to meet same clearance specifications.

** In situations where two sets of security gates are within 26' 3" [8 metres] of each other, the readers in both sets of A pedestals must be synchronised. The synchronisation process is detailed in the RFID gate™ installation guide.



4.2.1 Antenna Performance

Performance

Reads up to 8 tags per second in all 3 orientations.

- Optimal coverage is achieved within 1,100 mm [43 inches] of centre-to-centre separation.
- Detection of items cannot be 100% guaranteed in any gate setup due to a range of factors.

- Detection range and rates will always be reduced for CD and DVD media that contains metallic elements. Libraries wishing to get as close to 100% detection as possible should work with the project team, but should expect distance between pedestals to be reduced.

RFID specification

Operating frequency: 13,56 MHz,

Max. Transmitting power: 8 W

Supported tags types: ISO 15693, ISO 18000-3-A, (Infineon my-d, NXP I-Code, SLI, SLIx, SLIx2, TI HFI)

4.3 Staff and patron considerations

In addition to avoiding interference, the system placement decision should include the following considerations:

- Visibility and access of library staff to the detection system.
- Space to identify and stop patrons before they leave the library when an alarm occurs.
- Compliance with ADA/DDA guidelines, which specify a minimum distance of 4 feet [1,22 m] from the system to a door.
- Space to avoid accidental alarms caused by patrons standing near the detection system with secured items and to eliminate two-way traffic (enter and exit) through system aisles.
- Positioning so that patrons are not required to change directions when exiting the library and so they can easily determine how to exit the library.

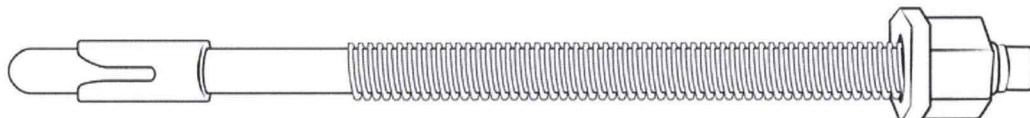
4.4 Floor requirements

The floor to which direct mount and buried cable systems are anchored must be:

- A minimum of 3.5 in. [8.9 cm] thick and made of flat, high quality concrete.
- Free of reinforcing rods, conduit and heating elements directly under the mounting feet.

An example of the recommended mounting bolt is shown below, actual hardware may vary, but will have similar dimensions. The mounting bolt must have 40-55mm of thread left above the floor.

Hilti Kwik Bolt 3 Expansion Anchor 3/8" x 5" Part #: 00282524



A raised floor can be accommodated with proper anchoring, though additional hardware from the library may be required. Contact bibliotheca for more information.



If the library has underfloor heating, the buried cable option is not recommended. Additionally, if there is underfloor heating in the location of the gates, the library is responsible for any in-floor drilling for the anchor bolts.

4.5 Synchronizing systems

Synching between 2 RFID gate systems requires that you connect the A pedestals with each other using a shielded, twisted-pair cable. For example: LiYCY (TP) 2x2x0,25 mm2.

This must be done any time the 2 systems are located within 8 m of each other.

4.6 Buried cable layout requirements

This section address issues pertinent only to sites wanting to use buried conduit to route cable.

4.6.1 Conduit requirements

The conduit used for cable routing in buried cable systems must meet the following requirements:

- It must have a minimum inside diameter of 1.00 in. [25 mm].
- The pedestal to pedestal conduit run must not exceed 75 in. [190 cm].
- The conduit bend radius must be typical of electrical industry standards.
- Stub ups must be cut flush with the floor so they do not impede mounting the pedestals to the floor.



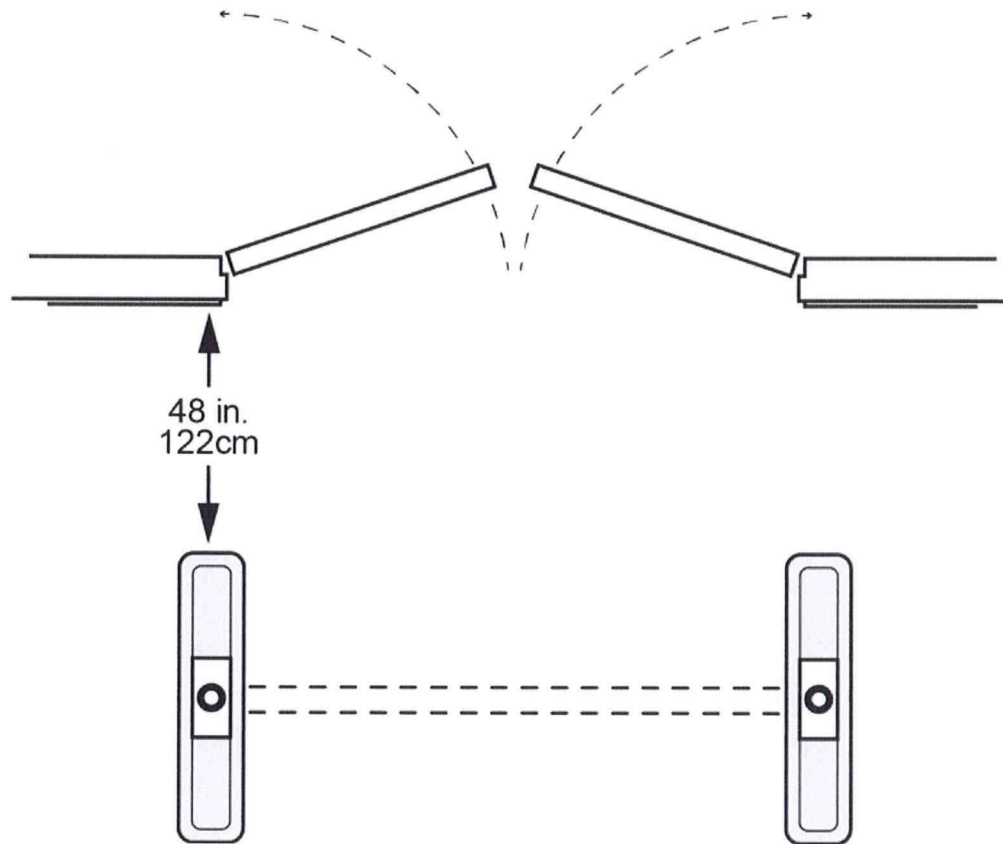
Separate conduit required for mains power coming into the system.



bibliotheca strongly recommends non-metallic conduit for buried cable systems whenever local electrical regulations permit its use. When metallic conduit must be used, you must ensure that the conduit does not come in contact with any other metal. This includes metal on the system itself.

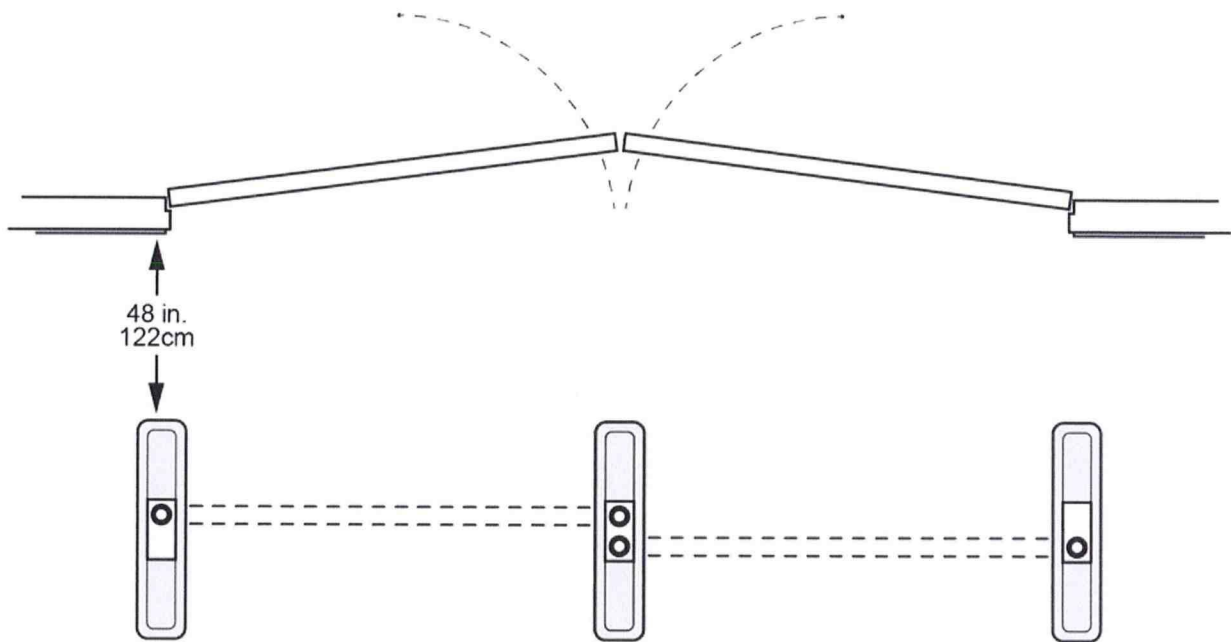
4.6.3 Layout: top view, single aisle

1. If applicable in the region, in order to meet ADA guidelines, it is recommended to set the gates back 48 in [122cm] from the doors.
2. Conduit opening centered on mounting foot opening.



4.6.4 Layout: top view, multiple aisles

1. The conduit position in the mounting foot opening is staggered.
2. If applicable in the region, in order to meet ADA guidelines, it is recommended to set the gates back 48 in [122cm] from the doors.
3. Perpendicular front-to-front orientation.
4. Perpendicular back-to-back orientation



4.7 Related product requirements

If you plan to use the optional staffConnect™ gate software to monitor the system, see the *staffConnect gate Pre-Installation Guide* for additional site requirements.

See also the *libraryConnect Pre-Installation Guide* and *libraryConnect™ devices Pre-Installation Guide*.

5 Providing a connection to external devices

This addendum is designed for contractors, access control/barrier suppliers or customers to describe the options, considerations and technology used when linking our RFID gate™ and RFID gate™ premium devices to external systems, such as security alarms, security turnstiles or automatic doors.

5.1 How it works

In short, the connection between the RFID gate™ and RFID gate™ premium device and the external device works by closing a circuit (briefly completing the connection) when the gate detects an item that still has security on it. This will trigger the function of the external device. The security setting on the item must either correspond to a valid AFI value or an enabled EAS setting.

Where the circuit is open or closed as default depends on the requirements of the third party device. Unfortunately, as all external devices are different, bibliotheca cannot provide instructions on where to connect the cabling on the external device, except that it should be an input relay.

5.2 Requirements

- The external device must support a relay input,
- it must be specified that the connect should be "Normally Open",
- the contacts are dry contacts and no voltage is supplied by the gates so power for the signal should be provided by the external device.

5.3 Considerations

- bibliotheca will provide and support one relay output from the reader on the A pedestal of each security gate system. This means that individual third party devices cannot be controlled independently when using one A pedestal and multiple B pedestals in a system.
 - If the customer requires each device to be controlled individually (for example, a specific turnstile to close when a specified antenna is triggered), then each gate aisle would have to consist of an A and a B pedestal (with all A pedestals synchronised to avoid interference).

When positioning the gates, in relation to an access control system (automatic doors, security turnstiles etc.)

- Ensure that the gates are positioned library side of the external device (so that when a patron is exiting the library, they must pass through one of the aisles of the security gate system before they get to the access control system).
- Ensure that, if the external device includes metal or emits a radio frequency signal (RF or RFID), the device is placed at an appropriate distance from the gate system, to eliminate any interference. Minimum distances for metal or magnetised devices and devices using RFID can be found in the pre-installation guide for the relevant product.
- The gate system may need to be moved further away from an access control system using a smartcard (MiFare/NFC) reader.



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BID FORM

Today's Date: January 27, 2023

RFP/RFQ/BID Title: RFP Library RFID Project

Contact person: Vince Tenaglia Phone: 727-363-9250

Opening Date: 01/27/2023 Opening Time: 330PM EST

Proposal due date and time: 02/28/2023 10AM EST

Date of Publication (Friday): 01/27/2023 Friday

Is this a budgeted item? Yes ☒ No ☐

Is this a Federal Revenue Sharing Project? Yes ☐ No ☒

Bid bond required? (5% of Bid): Yes ☐ No ☒

Performance bond required? Yes ☐ No ☒

Is there a charge for specs? Yes ☐ No ☒

Site visit scheduled? Yes ☐ No ☒

Pre-bid Meeting scheduled? Yes ☒ No ☐

Email required prior to bid submission? Yes ☒ No ☐

Pre-bid Meeting Date and Time: 02/14/2023 @ 10AM EST

Pre-Bid meeting location: City Hall, 155 Corey Avenue, St. Pete Beach, FL 33706

City Manager Approval Yes

Procurement Approval SS 01/27/2023

Clerk's Office Below

Sharon did not ask for this to b

Submittal date to newspaper (one week before publication): _____

Copy of ad to: Mayor/Commissioners:

City Manager:

Contact Person:

City Clerk

Posted to website, City Hall, Library

City Clerk's Office: AW

From: [Sharon Spellman](#)
To: [Ariana Wilson](#)
Cc: [Amber LaRowe](#)
Subject: RFP Posting
Date: Friday, January 27, 2023 3:16:56 PM
Attachments: [Bid Form.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[RFP RFID Project.pdf](#)

Hello,

Please post the following on our website.

Thanks,



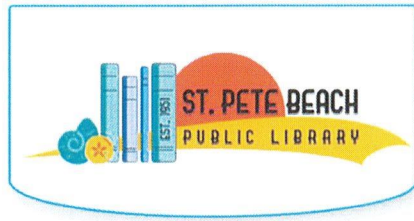
Sharon Spellman

Procurement Manager

Administrative Services Department | City of St. Pete Beach

☎ [727-363-9251](tel:727-363-9251) (o)
✉ sspellman@stpetebeach.org
🌐 www.stpetebeach.org
📍 [155 Corey Avenue, St. Pete Beach FL 33706](#)





Project: St. Pete Beach Library RFID project

Summary: Provide hardware, IT integration with Sirsi Workflows ILS, and RFID tags for library materials. Provide security gates on south and east patron entrances to the building that interface with RFID tags and ILS.

Organization: St. Pete Beach Public Library is a self-governing member of the Pinellas Public Library Cooperative. The library serves approximately 10,000 city residents and other cooperative library members in adjoining cities. The library has approximately 55,000 tangible items which may be checked out by library patrons. The library presently uses barcodes to identify and process materials.

Project description: This RFP is to obtain technical and professional services of a qualified vendor to provide the library with RFID tags and install hardware and software necessary for the materials to be checked in, checked, out, inventoried, circulated by patrons using a self-check machine (Bibliotheca 500) and RFID. The RFID tag system shall seamlessly interface with Sirsi Dynix Workflows 3.7.1 and be compatible with updates to the Sirsi Dynix Workflows ILS as issued by Sirsi Dynix. The library seeks RFID solutions that include tags, hardware, software, installation, project management, staff training and on-going support, maintenance, and telephone support during normal business hours.

The library will continue to use machine readable barcodes in all items to comply with Cooperative requirements. The RFID system shall be able to process RFID tags from other Cooperative (PPLC) member libraries in the same manner as items tagged by SPBPL. Should the RFID tag fail to be read by the system, or if there is no RFID tag, the barcode shall be used to process the item transaction.

The library wishes to have installed security gates that interface with the RFID system to alarm when unchecked materials pass through.

Future projects include a book 'vending machine' and self-service pick up lockers. The RFID system should allow for streamlined implementation of those patron services with the understanding that such future equipment shall be RFID compatible.

Required tasks and deliverables:

RFID tags: Currently the library has approximately 55,000 items of which approximately 12,500 are DVD or CD items. In consultation with library staff the vendor shall recommend and supply the required number of RFID tags specific to the items and a stock of a sufficient number of tags to process 500 more books, and 250 more disk items. The CD and DVD tags may be affixed to the case or cover art in individual disk items, or multidisc sets.

RFID tag readers: The vendor shall provide 6 staff workstation interface devices: one at each of the two circulation desks, one at the back check in desk, one at workstation SPBPLCIRC9 in the staff area, one for the director's office, and one for technical services.

The library wishes to use RFID for collection management such as auditing shelves, inventory and searching for misfiled items. An RFID shelf reading tool shall be supplied.

In preparation for go live the library will conduct a retrospective tagging of all items. The rental of a mobile workstation to add RFID tags at shelf side is required. Train-the-trainer instruction of at least one library staff member in its use is required.

The vendor shall tag at least twenty-five items including an assortment of books, CDs, and DVDs during system set up or training.

Library material vendor processed item specifications: The vendor shall supply specifications to the library that will be forwarded to various library material vendors who pre-process items for the library to allow them to place compliant RFID tags in the items during their pre-processing.

Staff training: Vendor shall supply training to sufficient library staff in no more than two training sessions for the use of the RFID tags including: adding tags to items and updating Sirsi Dynix Workflows with that information, checking out items, checking in items, use of self-check machine with RFID tags, resolving common RFID tag circulation errors, resolving common RFID tag technical errors, physically discarding items with RFID tags so they may be sold by the library's bookstore or otherwise disposed of, and producing reports related to the RFID system.

Security gates: Provide and install security gates to actively monitor patron egress with items not checked out. An alarm shall sound when an uncharged item passes through exiting the library. The gates shall be at the south patron entrance and the east patron entrance to the library. The entrances are approximately 73 inches and 75 inches wide respectively (photographs attached below). Gates should have alarm activated to outgoing (not incoming) items with the ability to adjust RFID antenna sensitivity due to environment/circumstances along with ability in software to determine alarm triggers. Train-the-trainer training shall be provided.

The gates shall allow normal pedestrian traffic including patrons using wheelchairs or other mobility assistance. The gates shall be compliant with local codes and the Americans with Disabilities Act. The vendor shall consult with library and city facilities staff on the design and installation of the security gates to ensure the most functional and aesthetically pleasing implementation. The vendor shall consult with the city's IT staff regarding data connection to the ILS system to ensure the most reliable connection while maintaining the city's robust data integrity and security. Any permitting or inspections shall be the responsibility of the vendor, and time for any inspection shall not toll against the completion time.

Hardware and software technical support: Technical support shall be available at a minimum during normal local business hours. The vendor shall delineate the vendor's responsibilities and the library's responsibilities for implementation and ongoing support.

Warranty and service requirements: The circulation RFID tags shall be guaranteed to be effective for the life of the item to which they are originally affixed and, if found to be defective, they shall be

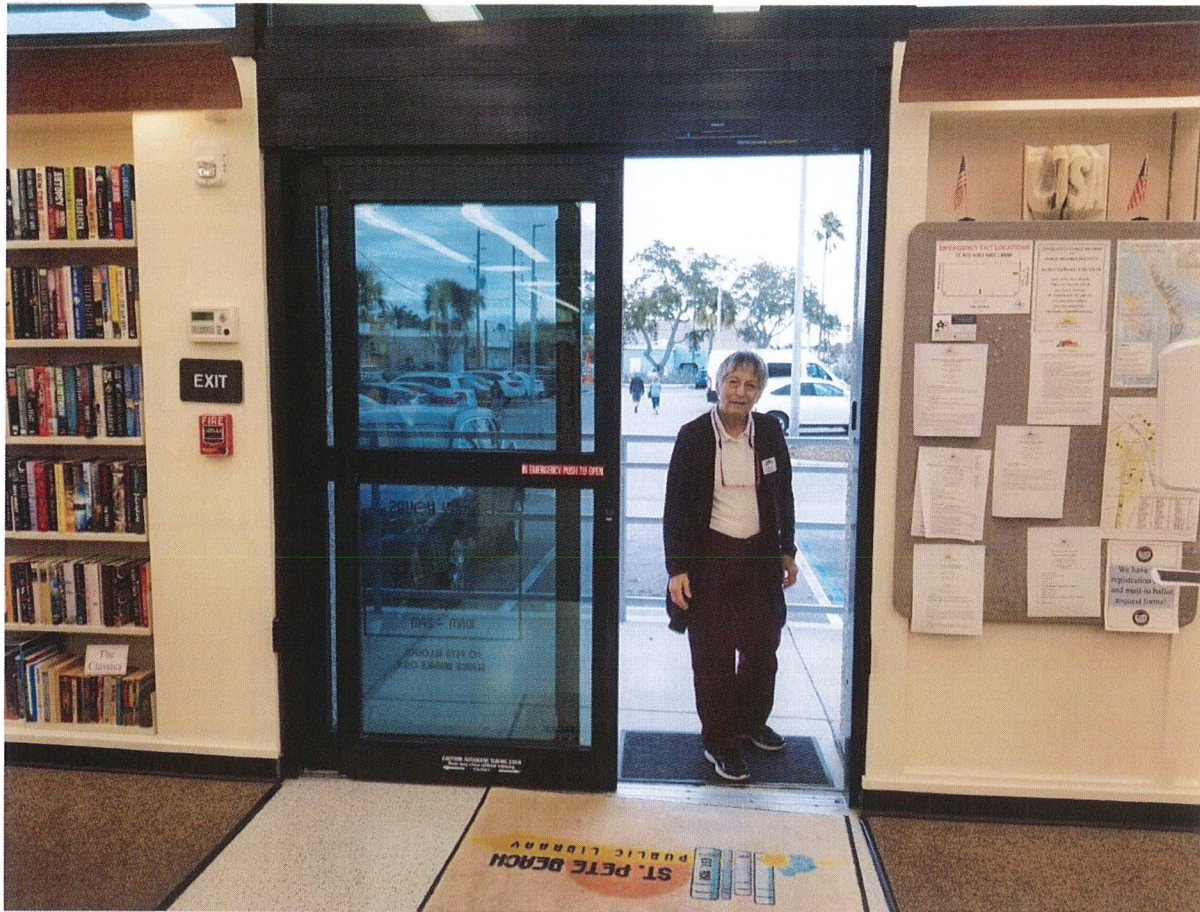
replaced at no cost to the library. The vendor shall provide an all-inclusive, 12-month warranty on equipment, software, and components and offer extended maintenance/service contract thereafter. Service technicians will be equipped with parts normally required to service the equipment and reduce downtime. Average on-site response time shall be no longer than twenty hours.

Software warranty: Software patches and service pack releases shall be supplied. The service agreement shall include remote maintenance for expert technical consultation and software support.

Hardware and software SLAs shall be mutually agreed upon at contract execution.

Training requirements: The Library seeks to train key circulation, technical services, system administration, and public services staff in the use of all equipment. Train-the-trainer training may be provided if vendor feels it appropriate. Training will be performed by the vendor and take place at the library or through videoconferencing.

User manuals shall be provided, preferably in electronic form with unlimited distribution within the library and to city IT staff. There shall be no additional charge for user manuals.



East door, slider



City of St. Pete Beach Request for Proposals

RFID Library Project

Issued 1/27/2023

**Submittals due by
2/28/2023 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

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II. GENERAL CONDITIONS

REQUEST FOR PROPOSALS

RFID Library Project |

REQUEST FOR PROPOSALS SUMMARY

The City of St. Pete Beach is accepting proposals from qualified vendors for the Library RFID Project. |

SUBMITTER INFORMATION

All Submitters must contact the City's Finance Director, in writing via e-mail (vtenaglia@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten business days before the submittals are due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-SUBMITTAL MEETING

A non-mandatory pre-proposal meeting will be held 2/14/2023 at 10 AM EST at City Hall, 155 Corey Avenue, St. Pete Beach, Florida 33706. Please contact the City's Finance Director (vtenaglia@stpetebeach.org) for information.

QUALIFICATIONS SUBMITTALS

Proposals must include all the required documents items listed in the Submission Instructions Section of the Request for Proposals (RFP).

Proposals should be mailed or hand delivered to the Office of the City Clerk on or before February 28, 2023 at 10AM EST. Late submissions will not be accepted. Proposals should include one original and an electronic copy (on a USB flash drive).

Physical Submittals should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Library RFID Project"**

Submissions will be not be publicly opened. |

|

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WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any vendors as to the meaning of the scope of work or any other contract documents included in this RFP. All questions pertaining to the terms and conditions or scope of work of this Request for Proposals (RFP) must be sent in writing (e-mail is acceptable) to the City Finance Director and shall be received no later than February 21, 2023 at 10AM EST. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the RFP. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

SCOPE OF WORK

Project: St. Pete Beach Library RFID project

Summary: Provide hardware, IT integration with Sirsi Workflows ILS, and RFID tags for library materials. Provide security gates on south and east patron entrances to the building that interface with RFID tags and ILS.

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User manuals shall be provided, preferably in electronic form with unlimited distribution within the library and to city IT staff. There shall be no additional charge for user manuals.

MINIMUM QUALIFICATIONS

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs. |

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the proposals of interested vendors to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page**
- b. **Table of Contents**
- c. **Letter of Interest**
- d. **Statement of Qualifications and Profile of**
- e. **Understanding of the Scope of**
- f. **References**
- g. **Insurance Requirements**

Please direct all technical inquiries concerning this RFP in writing to the City Contact listed above. Questions must be submitted no later than five (5) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City evaluation committee will evaluate each vendor's proposals based upon the criteria stated in this RFP and the ability to execute the services. As part of the evaluation process, the committee may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the vendor considered

most qualified. The successful vendor will be required to enter into a contract similar to the one included in this RFP. The City reserves the right to negotiate modifications to any RFP that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Proposals will be evaluated in accordance with the criteria listed below:

- Satisfactory submission (includes all items in RFP with explanation of missing or expanded capabilities) Y/N
- Technical capabilities of vendor and project team (20%)
- Success of previous similar projects (10%)
- Demonstrated understanding of the scope and work required for the project (20%)
- Capability to perform work in budget and on time [within 120 days of start]. (15%)
- Price including annual maintenance after initial period (15%)
- Warranty (software and hardware) (10%)
- Post warranty service offerings (10%) .

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

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.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant 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. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095
 - iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (PDF) on USB storage device or web-based archive.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

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

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;
- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. The error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; and
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

||

III. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

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

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in Section 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, proposal, reply, 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.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. 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 entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 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 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, FLA. STAT., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

IV. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I, _____ of _____,

(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. _____, 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, 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: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

V. SAMPLE AGREEMENT

|

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Click or tap here to enter text.]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and [Vendor Name.] (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

WHEREAS, Vendor is in the business of providing the 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. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. 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. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than Click or tap to enter a date..

6. Term. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. 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.

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

10. Non-Exclusivity. 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.

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

12. Insurance. 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 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, its 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 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.

13. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, 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.

14. Exhibits. 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")

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

As to Vendor:

[Insert Vendor's Name and Address]

As to City:

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

With Copy To:

[Insert Vendor email address]

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. 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. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

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

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

19. Assignment. 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.

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

21. Authority. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and

year set forth below.

[Insert Vendor Name]

Signature: _____

By: [Insert Vendor's Representative.]

Its: [Insert Vendor Rep's Title]

Date: [_____]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: [_____]

Its: [_____]

Date: [_____]

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

Purpose: Library RFID RFP evaluation

Criteria	weight	Bibliotheca		Envisionware		FE Technologies		mk Solutions	
		rating	weighted score	rating	weighted score	rating	weighted score	rating	weighted score
Technical Capabilities of the vendor and project team.	200	0%	0	0%	0	0%	0	0%	0
Understanding of scope and ability to meet all facets of SOW	200	0%	0	0%	0	0%	0	0%	0
Capability to perform on budget and within 120 days of commencement.	150	0%	0	0%	0	0%	0	0%	0
Price including annual maintainance after initial period.	150	0%	0	0%	0	0%	0	0%	0
Warranty (software and hardware)	100	0%	0	0%	0	0%	0	0%	0
Post warranty service offerings	100	0%	0	0%	0	0%	0	0%	0
Success of previous similar projects	100	0%	0	0%	0	0%	0	0%	0
Totals	1000		0		0		0		0

Rating: Excellent ★★★★★(100%); Good ★★★★(75%); satisfactory ★★★ (50%); mediocre ★★ (25%); poor ★ (0%)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Request authorization of expenditures in the amount of \$87,352.00 to Xylem Water Solutions USA, Inc. for Lift Station Underground Power Conversion.

Strategic Objective:

Date: July 25, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: During construction of Gulf Boulevard Undergrounding Phase 1 project, Duke Energy informed the City that the current power configuration at the four hotel district lift stations on the west side of Gulf Boulevard is not supported by their underground design standards. Because of this, the pumps and controls at these four lift stations must be modified to support a Wye transformer configuration instead of the closed Delta transformer configuration currently serving power to each station. If this work is not completed, the four hotel district lift stations along the west side of Gulf Boulevard would require three aerial poles at each station to maintain power to the stations.

Each of the pump and controls conversions will be performed by the pump and controls manufacturer, Xylem Water Solutions USA, Inc., and their controls subcontractor, Icon. The pump conversion will cost \$15,338.00 per station and the controls conversion will cost an additional \$6,500.00 per station, for a cost per station of \$21,838.00 and a total conversion cost of \$87,352.00 for all four stations.

The conversion process includes the removal of both pumps from each station, installation of temporary pumps provided by the manufacturer to keep the stations in service while the pumps are converted, and reinstallation of the pumps following the completion of the underground conversion projects. The controls will be converted to accommodate the new power configuration when the converted pumps are

reinstalled.

Funding:

Fund: CIP Gulf Blvd. Undergrounding
Account: 301-8000-590-0047
Current available budget: \$3,883,988.52
Sufficient funding is available to award.

Attachments:

1. Xylem Water Solutions USA, Inc.



To: Kimley-Horn
Attn Liza Patton

May 4, 2023

Subject: St Pete Beach HD LS 1-4 240/3 to 208/3 Phase Power Conversion Budget

Budget cost for the following equipment:

Conversion for 3153 15hp from 230V to 208V (Per Station)

Qty Part Number Description

100 94 19 82 CABLE, SUBCAB 4G16+S(2X0.5)27MM

2 641 94 04 STATOR,21-15-4A 200-208VD

12 83 53 17 CLAMP, TERMINAL

6 83 53 49 CONNECTION, CROSS

2 650 20 03 CONNECTION, CROSS

2 792 06 00 LEAD-THROUGH UNIT

4 84 18 04 GROMMET, NBR 29ID 52OD 26L

24 14-69 00 03A LABOR, SVC FLYGT, NO TAX Z4-TP MODELS: 3000,7000,8000

Conversion for 3153 15hp from 230V to 208V (Per Station) Budget

USD \$ 15,338.00

Conversion for 3153 12hp from 230V to 208V (Per Station)

Qty Part Number Description

100 94 19 82 CABLE, SUBCAB 4G16+S(2X0.5)27MM

2 641 94 04 STATOR,21-15-4A 200-208VD

12 83 53 17 CLAMP, TERMINAL

6 83 53 49 CONNECTION, CROSS

2 650 20 03 CONNECTION, CROSS

2 792 06 00 LEAD-THROUGH UNIT

4 84 18 04 GROMMET, NBR 29ID 52OD 26L

24 14-69 00 03A LABOR, SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000

Conversion for 3153 12hp from 230V to 208V (Per Station) Budget

USD \$ 15,338.00

Control Panel Conversions by Yaskawa/Icon

(4)-LIFT STATION 1 THRU 4 ELECTRICAL UPGRADES

* STATION VOLTAGE IS GOING FROM 240V TO 208V

* (2) NEW 125A MAIN & GENERATOR BREAKERS

* INSTALLATION LABOR

* UPDATED AS BUILT DRAWINGS

* FREIGHT INCLUDED

Budget \$ 26,000.00

Total Budget Cost for 4 Pump and Control Panel Conversions: \$ 87,352.00

Exclusions:

WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

St. Pete Beach City Commission Agenda Report

Action Request: Resolution 2023-11: Establishing the fiscal year 2024 proposed millage rate and scheduling public hearings for budget adoption.

Strategic Objective: Internal Operations

Date: July 25, 2023

Prepared By: Sheila Dalton, Chief Financial Officer

Through: Alex Rey, City Manager

Summary of Issue: Public hearings are scheduled for adoption of the fiscal year 2024 budget on Monday, September 11th at 6:00 pm and Saturday, September 23rd at 9:00 a.m. Prior to the public hearings, the Pinellas County Property Appraiser will mail Truth in Millage (TRIM) notices to residents, indicating the proposed millage rate being considered by the City of St. Pete Beach. Staff are requesting confirmation of the public hearing dates and directions on the millage rate to be advertised.

The proposed budget was developed based on the current rate of 3.1500 mills per \$1,000 of taxable value. This will generate \$2,010,788 in new revenue based on an increase in property values of 16%.

Staff recommend advertising the 3.1500 millage rate. This will allow the City to balance its budget and fund the projects identified in the capital improvement plan, as described in the FY 2024 proposed budget document. Staff has discussed the millage rate and the proposed budget at the July 12th workshop with the Finance and Budget Review Committee and the July 24th workshop with the City Commission.

Funding: N/A

Attachments: Resolution 2023-11

**Reviewed by the
City Manager:**

RESOLUTION 2023-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2024 PROPOSED MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed fiscal year 2024 budget has been delivered to the City Commission.

WHEREAS, the City of St. Pete Beach must notify the Pinellas County Property Appraiser's Office of its proposed millage rate and first public hearing schedule prior to August 4, 2023.

WHEREAS, the City Commission intends to advertise a millage rate of 3.1500.

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 fiscal year 2024 millage rate shall not exceed 3.1500 mills per \$1,000 of taxable value.

SECTION 3. Public hearings related to the fiscal year 2024 budget adoption process are hereby scheduled for Monday, September 11th at 6:00 p.m. and Saturday, September 23rd at 9:00 a.m.

SECTION 4. 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 _____, 2023.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney