



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, November 6, 2023
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. National Wildlife Federation Tampa Bay Project Presentation

Amanda R. Moore, National Wildlife Federation Director - Gulf Program, along with Paige Lansky, Outreach Associate, will make a presentation to the Commission on their recent project in Tampa Bay.

2. **Approval of the Agenda -**

Action Request: Motion to approve the November 6, 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. October 24th City Commission Meeting Minutes: 3:00 p.m. Workshop and 6:00 p.m. Regular Meeting

b. PAG Beach Fire

c. CABA Christmas Land Parade

d. Purchase of a Parks Truck

e. IWorq Software Renewal

5. **Action Items -**

a. City Wide Holiday Decorations

City Wide Holiday Decorations

Action Request: Move to approve and accept the Rileighs Outdoor, LLC Proposal in the amount of \$76,880.00 for city wide holiday decorations

b. Pump Station 1 Rehabilitation - Pump Package Direct Purchase

Authorize the expenditure of \$1,413,000.00 to Xylem Water Solutions USA, Inc.

Action Request: Motion to approve the sole source purchase with Xylem Water Solutions USA, Inc. for Flygt pumps, controllers, and associated pump package in the amount of \$1,413,000.00.

c. 45th Avenue Stormwater Improvements

Authorize the expenditure of \$191,400.00 to Halff Associates, Inc.

Action Request: Motion to approve expenditures with Halff Associates, Inc. for 45th Ave Drainage Improvements Design in the amount of \$191,400.00.

d. Lot Split #23079: 102 15th Ave

Applicant requests City Commission approval to split the existing parcel at 102 15th Ave into two 50x100' lots as originally platted, pursuant to Land Development Code Sec. 20.14.(c).

This is a quasi-judicial hearing. The case has been continued from the October 24, 2023 meeting.

Action Request: Motion to continue lot split request 23079 to the November 14, 2023 City Commission meeting.

e. Comprehensive Plan Review Discussion and Action

Follow-up to the October 24, 2023, City Commission Workshops

6. **Ordinances -**

a. First Reading Ordinance 2023-15: Fire Pension Membership to Florida Retirement System

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA RELATED TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2023-15.

b. Public Hearing Ordinance 2023-07: Fire Pension Plan Participation in the Florida Retirement System

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 66-253 "MEMBERSHIP"; AMENDING SECTION 66-252 "BENEFIT FREEZE AND MAXIMUM BENEFIT"; AMENDING SECTION 66-291(a) "BOARD OF TRUSTEES"; ADDING A NEW SECTION 66-297 "PLAN CLOSED TO NEW FIREFIGHTERS; PARTICIPATION IN THE FLORIDA RETIREMENT SYSTEM"; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2023-07.

c. Public Hearing of Ordinance 2023-09: Restriction on Use of Public Property

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 94 – WATERWAYS, ARTICLE II – WATERCRAFT, SECTION 94-33 – RESTRICTIONS ON USE OF PUBLIC PROPERTY; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2023-09.

7. Items for Discussion -

a. Virtual Participation

b. ADA Discussion and Possible Action

Please review the attached memorandums as provided by the City Clerk.

1. Designation of an ADA Coordinator
2. Possible presentation from Lighthouse Pinellas
3. Possible Community Meeting on ADA Laws and Requirements

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 Workshop
October 24, 2023
3:00 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
Chris Marone, Commissioner, District 4 – (entered the meeting at 5:11 p.m.)

STAFF PRESENT:

Andrew Dickman, City Attorney
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney
John Taylor, Procurement Manager

Mayor Petrila called the workshop to order at 3:00 p.m. followed by the Pledge of Allegiance.

1. COMPREHENSIVE PLAN SERVICES:

The following questions were asked by the Commission and provided to both Capsus and Calvin, Giordano & Associates, Inc. prior to today's meeting:

1. How would you approach determining the potential opportunities and potential limitations to the future growth of the City, with specific emphasis on resident quality of life, resiliency in a coastal town, and protecting our natural environment?
2. What approach would you take to achieve maximum community participation in the review stage and buy-in of the proposal?
3. What is your first impression of St. Pete Beach and, from what you know, what is the top item we need to address in our Comprehensive Plan?
4. Can you provide an example(s) of similar work that you have done for a client and what recommendations were made? What were your biggest challenges and how did you overcome them?
5. Why do you feel that your firm is qualified to perform this work for a barrier island beach community?
6. Our current Comprehensive Plan encourages hotel development; however, there is a concern with overdevelopment. How will you guide us to determine the appropriate density, height, and other criteria that would financially enable hotels but not result in overdevelopment?
7. Does your team include economists and legal experts regarding question 6 and do you have specific experience with a city similar to St. Pete Beach?

a. Capsus

John Taylor, Procurement Manager, introduced Andrea Gonzalez from Capsus. Ms. Gonzalez gave the Commission background information on Capsus, their prior projects, various locations of services, and a synopsis of the model they use to help municipalities make adjustments/updates to their comprehensive plans.

Ms. Gonzalez went through each question of the Commission and discussed the following:

- Other small municipalities that Capsus has worked with and the types of tasks they performed.
- Resiliency concerns
- Traffic and shared transit
- Empowering community leaders to solicit public participation through the process.

- She shared ideas on different opportunities for public engagement.
 - Various forms of communication both in person and electronically.
- Increasing density does not mean increasing height necessarily.
- Capsus does not employ economists or a legal team; however, those services can be subcontracted.
- Her brief review of the City’s current Comprehensive Plan.

Based on the conversation, Ms. Gonzalez suggested the Commission consider shifting their focus on review of the comprehensive plan as it relates to specific pain points such as tourism, hotels, and traffic.

Mayor Petrila recessed the meeting at 3:55 p.m.

Mayor Petrila reconvened the meeting at 4:15 p.m.

b. Calvin, Giordano, & Associates, Inc.

Mr. Taylor introduced Jim Hickey, AICP, and Luis Serna, AICP, of Calvin, Giordano, & Associates, Inc. (CGA) Mr. Serna provided a handout to the Commission in response to the seven questions provided to them prior to the meeting. A copy of the handout is made a part of the record.

Mr. Taylor reviewed the handout and discussed some of the following:

- Project approach
- Resiliency experience
- Projects with other cities
- Community participation approach
 - Create a project website
 - Instant polling
 - Various meeting formats
 - Community leader involvement
- Preliminary assessment of current Comprehensive Plan
- Requirements for hotels
- Economic experience with Lambert Advisory
- Legal experience with Weiss Serota

After the presentation, the Commission discussed both Capsus and CGA. It was decided that this item will be placed on an upcoming agenda for Commission decision.

Mayor Petrila adjourned the meeting at 5:15 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
October 24, 2023
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Chris Graus, Commissioner, District 1
Ward Friszolowski, Commissioner, District 3
Chris Marone, Commissioner, District 4

STAFF PRESENT:

Andrew Dickman, City Attorney
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney
Mike Clarke, Public Works Director

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

1. PRESENTATIONS

a. St. Pete Beach Check Presentation

State Representative Linda Chaney presented the \$2M State Appropriation Check towards the redesign and construction of Fire Station 22.

2. CHANGES TO THE AGENDA

Vice Mayor Grill requested item 4.b. 2024 City Commission Meeting Schedule be moved to Action Items as item c.

Attorney Dickman stated that the Applicant for item 5.a. Lot Split #23079: 102 15th Avenue requested a continuance due to his inability to make tonight's meeting. He would like it to be continued to the November 6th City Commission meeting.

Motion: Commissioner Marone moved, Commissioner Graus seconded, and the motion carried 5-0 to continue Action Item 5.a. to the November 6, 2023 City Commission meeting.

Mr. Dickman addressed the request for a continuance for item 7.a. Resolution 2023-18.

Attorney Kate Cole, representing the Applicant, was present and explained the reasons for the request. She stated that the request to continue is due to the Applicant wishing to have more time to respond to the concerns outlined in the staff report that was made available to him on Thursday. The Applicant also wishes to have more time to address some of the community complaints made at a meeting he attended last week. Ms. Cole explained that these issues are substantial, such as the staff's requirement to have a Florida Department of Transportation (FDOT) approved crosswalk. Discussion ensued on what was discussed with the Applicant during the Technical Review Committee (TRC) meeting in April.

Commissioner Friszolowski was not inclined to allow this item to continue, especially since there were several members of the public present to speak on this item. He opined that the Applicant should have had enough time

to address staff concerns since the TRC meeting in April. The Commission continued to discuss the issue of continuance.

Attorney Cole stated that the Applicant wishes to withdraw the application and asked for the Commission to allow the Applicant to withdraw without prejudice so that he does not have to wait 6 months to file a new application with the City. The Commission did not allow the Applicant to withdraw without prejudice; therefore, the Applicant must wait 6 months before filing a new application with the City.

Commissioner Marone requested the addition of a discussion item on tonight's agenda for the Commission to discuss the east end of Corey Avenue. This discussion will be added as item 8.a.

Mayor Petrila asked to move item 6.a. Ordinance 2023-07 to after the agenda approval.

Motion: Commissioner Marone moved, Vice Mayor Grill seconded, and the motion carried 5-0 to approve the October 24, 2023, City Commission Agenda as amended.

6.a. First Reading Ordinance 2023-07: Fire Pension Plan Participation in the Florida Retirement System
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 66-253 "MEMBERSHIP"; AMENDING SECTION 66-252 "BENEFIT FREEZE AND MAXIMUM BENEFIT"; AMENDING SECTION 66-291(a) "BOARD OF TRUSTEES"; ADDING A NEW SECTION 66-297 "PLAN CLOSED TO NEW FIREFIGHTERS; PARTICIPATION IN THE FLORIDA RETIREMENT SYSTEM"; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Pension Plan Attorney Bonnie Jensen appeared via Zoom to discuss the reasons for the Ordinance. The City will be giving the opportunity to all current members of the St. Pete Beach Fire Pension Plan to stay with the current Plan or move to the Florida Retirement System (FRS) as of December 1, 2023. All new hires on December 1, 2023, or after will automatically be participants of the FRS. She reviewed the Actuary's report that is made a part of the record.

Motion: Vice Mayor Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2023-07.

3. AUDIENCE COMMENTS

Resident Deborah Schechner commented on the parking lot Conditional Use Permit that was withdrawn and implored the Commission to work on enforcing the current violations.

Amy Auerbach, resident, showed trash collected from the vacant parking lot located on 46th Avenue, the subject of the withdrawn Conditional Use Permit. She also displayed a picture of an RV that is located on the site, continuously, and asked for a stronger code enforcement presence.

Resident Mark Flannigan stated that he was present to speak in opposition of the withdrawn Conditional Use Permit and will speak if/when the Permit comes to the Commission again.

Linas Sepikas, resident, spoke regarding his recent email about the Conditional Use Permit and variance request for 0 46th Avenue. A copy of his email is made a part of the record.

Resident Denise Chase echoed some of the code enforcement concerns and opined the City needs to ensure trees are placed in this parking lot where the ones were removed without a permit.

Edna Hicks, resident, is glad to hear that the open code enforcement violations will be addressed at the November 13th Special Magistrate meeting.

4. CONSENT

- a. October 10, 2023, City Commission 12:00 p.m., 4:30 p.m., and 6:00 p.m. Minutes
- b. ~~2024 City Commission Meeting Schedule~~ moved to Action Item c.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 5-0 to approve the October 24, 2023, City Commission Consent Agenda as modified.

5. ACTION ITEMS

a. Lot Split #23079: 102 15th Avenue

The City Commission granted the Applicant a continuance to November 6, 2023; see the motion made during the approval of the agenda.

b. Sunset Park Stormwater Repair

Mike Clarke, Public Works Director, stated that a small hole had formed within the northwest parking spots at Sunset Park after Hurricane Idalia. It was determined that the stormwater outfall pipe was the cause of this hole and needs to be repaired. This approval will use the existing on-call civil and large pipeline contractor services with Rowland. The work performed is billed based on actual labor, material, and subcontractor costs, therefore actual cost may be more or less than estimated.

Motion: Commissioner Graus moved, Vice Mayor Grill seconded, and the motion carried 5-0 to approve the utilization of the existing on-call civil and large pipeline contractor services agreement for Sunset Park stormwater pipe repairs in the amount of \$70,472.50.

c. 2024 City Commission Meeting Schedule moved from the Consent Agenda

Vice Mayor Grill discussed the option of staggering meetings in the summer so that the City still meets the Charter but allows for some vacation time; he opined this may help with attracting residents to run for office. Discussion ensued with no final decision made on how to schedule June through August to allow for vacations.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 5-0 to approve 2024 City Commission meeting schedule.

7. RESOLUTIONS

a. Resolution 2023-18 (CUP #22040) & Variance #23011: 0 46th Avenue & 0 Gulf Blvd.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 38.4 OF THE LAND DEVELOPMENT CODE, TO ALLOW FOR THE ESTABLISHMENT OF AN OFF-PREMISES PARKING LOT FOR GUESTS OF THE PLAZA BEACH HOTEL AT PARCEL IDS 06-32-16-00000-330-1300, 06-32-

16-65520-000-0030, AND 07-32-16-51660-000-0013; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

This item was discussed during approval of the agenda.

b. Resolution 2023-04: Historic Preservation Board Duties

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR APPROVAL OF PROPOSED POLICY CHANGES FOR THE HISTORIC PRESERVATION BOARD; PROVIDING FOR CONSTRUCTION; SCRIVENER'S ERRORS; AND FOR AN EFFECTIVE DATE.

Attorney McConnell informed the Commission of the few spelling/grammatical changes since discussion at the August joint workshop meeting.

Commissioner Marone stated that, while serving on the Historic Preservation Board, this type of document was discussed. He said that adopting a resolution memorializes the items the Board wishes to review and make comments on even if they do not make any final decisions.

Vice Mayor Grill read some of Chapter 22, Article VII which outlines the Historic Preservation Board's roles and responsibilities. He asked if the same type of resolution would be drafted for the other volunteer boards.

Discussion ensued on the role of the Historic Preservation Board, their duties, what types of items go before them, and the ongoing discussions with the Assistant City Attorney and staff.

Motion: Commissioner Marone moved, Commissioner Friszolowski seconded, and the motion carried 4-1 to adopt Resolution 2023-04. Vice Mayor Grill voted no.

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

a. East End of Corey Avenue Discussion added

Commissioner Marone expressed interest in the City purchasing the vacant lot located at the east end of Corey Avenue. This was discussed with the prior City Manager who stated the estimated cost would be \$15M and then the cost of soil remediation due to the property being designated as a brownfield.

Attorney McConnell had discussions with the Florida Department of Environmental Protection (FDEP) and shared that information with City Engineer Warner. He will provide that information to the Commission and reach back out to FDEP to understand what remediation would be necessary or probable if the land was utilized for green space purposes.

Staff was asked to further research this item to understand brownfield remediation, cost of purchase, and how best to purchase, if feasible.

Amber LaRowe, City Clerk – stated that she discussed the conditional use permits (CUP) and agenda management with the City Attorney, City Manager, and the Mayor. It was discussed that on large conditional use permit requests, it may be best to make those single agenda items to allow public comment, staff review, and Commission consideration in a timely manner. She discussed the Sirata CUP Application that will be heard in December and asked the Commission if they would be amenable to dedicating the December 5th meeting to that item only, barring any emergency items; the Commission agreed. She stated that she would work with staff to prepare the agenda for publication one week prior to the meeting to allow a few more days for review.

Mrs. LaRowe mentioned the same for the Tradewinds CUP Application is being planned for the second meeting in January and she asked if they would like to handle the Tradewinds agenda as that of Sirata, and they agreed. Mrs. LaRowe will work with City Manager Saunders and Planning Staff to ensure these guidelines are followed.

Wayne Saunders, City Manager – discussed the garbage pickup in Pass-A-Grille and explained he, Waste Connections, Public Works staff, and the Chair of the Historic Preservation Board conducted a review of all alleyways in Pass-A-Grille to understand the specific issues that must be addressed to consider solid waste services in the alleyways. A copy of this report, once finalized, will be provided to the Commission.

Mr. Saunders explained that the Request for Qualifications for a City Manager search firm will be advertised tomorrow, with responses due the morning of November 15th. He has asked the City Clerk and the Chief Operating Officer to review the responses with him. He would like the permission of the Commission to review the firms and decide on which firm to hire and then bring that agreement to the Commission for review. The Commission agreed.

Andrew Dickman, City Attorney – stated that the City currently conducts two Special Magistrate hearings a month, on the same day, with one at 10:00 a.m. on short-term rental cases and the other at 1:00 p.m. for all other cases. He would like to conduct one Special Magistrate hearing a month, at 10:00 a.m. for all cases; Attorney Erica Augello has agreed to do that. Attorney Thanos, the current Magistrate for 1:00 p.m. cases, has agreed to assist Attorney Augello in the event she cannot attend a hearing. The Commission agreed.

Commissioner Marone – mentioned the planting on the dunes in Pass-A-Grille Beach. He stated that the City is still working on clean-up and will open the beach as soon as possible.

City Manager Saunders stated that staff requested FDEP's permission to install posts with ropes on the beach to further inform visitors that the beach is closed.

Commissioner Friszolowski – mentioned the following association meetings and event:

- Lido Beach Civic Association 6:00 p.m. tomorrow
- Belle Vista Association 6:30 p.m. Thursday
- Don CeSar Property Owners Corporation Halloween Parade on Saturday

Vice Mayor Grill – will be attending the BIG-C tomorrow at 9:00 a.m. in Belleair Beach.

He asked Mr. Saunders to review the current tree permit process, current ordinance, and costs/fines.

Mr. Grill wished everyone a safe Halloween.

Commissioner Graus – the District 1 Town Hall meeting is Wednesday, November 1st at 5:30 p.m. at City Hall.

He announced the last concert at Horan Park will be this Friday, October 27th with an Aerosmith tribute band.

Mayor Petrila – will be attending the PSTA Board meeting tomorrow at 9:00 a.m. at the PSTA Office; it is a public meeting, open to anyone.

Mayor Petrila adjourned the meeting at 7:54 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request:	Authorization to approve a special event application request for beach fire on PAG beach on December 14, 2023.
Strategic Objective:	Neighborhoods and Special Events
Date:	November 6, 2023
Prepared By:	Jennifer McMahon, Chief Operating Officer
Through:	Wayne Saunders, Interim City Manager
Summary of Issue:	Pass-a-Grille Community Association is requesting to have their annual beach fire on a public beach on December 14, 2023, from dusk until 9:30pm. The event includes singing, music, hot chocolate and cookies. The beach fire will be located on the beach at approximately 15 th Ave. The exact location will be determined by the organizer and SPB Fire Department. Beach fires on public beaches require approval from the fire marshal, City Manager and the Commission.
Funding:	N/A
Attachments:	1. PAG bonfire application 2023 2. Hold harmless PAG CA

Jennifer McMahon

From: noreply@civicplus.com
Sent: Wednesday, September 6, 2023 12:52 PM
To: Jennifer McMahon; Ayako Ruckdeschel
Subject: Online Form Submittal: City of St. Pete Beach Event Application

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

City of St. Pete Beach Event Application

Step One



City of St. Pete Beach Event Application

Applicant

Name of Applicant:	Jay Anderson
Title (If applicable:)	<i>Field not completed.</i>
Name of Organization (if applicable):	Pass A Grille Community Association
Tax Exempt? (Yes or No)	yes

Non-Profit? (Yes or No) yes

If yes on either please provide documentation

Mailing Address: 202 Pass A Grille Way

Cell Phone: 7274807100

Email Address: dogjama@aol.com

Event Information

Event Title: Christmas Beach Bonfire

Event/Organization Web
Address: 1500 Pass A Grille Way

Event Location(s): PAG Beach. approx 12th Ave

Event Date & Time (Start &
Finish) 12/14/2023 7:00 PM - 12/14/2023 9:30 PM

Event Date & Time (If extra
time is necessary) *Field not completed.*

Event Date & Time (If extra
time is necessary) *Field not completed.*

Set Up Date: 12/14/2023 2:00 PM

Cleanup Date 12/14/2023 9:30 PM

Description of Event: Christmas Beach Bonfire.....music...cookies etc.....Santa. .../bonfire

Will this be an Annual Event?
(Yes or No) yes

If yes, next year's date(s): Dec 12, 2024..still tbd

Step Two

Event Logistics

Estimated Attendance This
Year: 300

Last Years Attendance (If applicable): 300

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

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours): \$50.00

Special event fire vehicle per hour per vehicle (minimum of 3 hours): \$25.00

List all event activities: Bonfire

Electricity Needed: (Yes or No) yes

Source: adjacent home on Gulf Way

Will portable restrooms be used? (Yes or No) no

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? (Yes or No) no

If yes (include on site plan)

If Dumpsters are needed, how many? *Field not completed.*

Size? *Field not completed.*

Install & Removal Date *Field not completed.*

Entertainment? (Detail type, bands, DJs, dancers, clowns, etc) 2 piece band singing Christmas carols..Santa

Parking Plan (please be detailed and include on site map): park on Gulf Waay

Food and Beverage:

Will alcohol be served or sold?	No Alcohol
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Will there be food trucks?	No
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If yes, please list the truck/trailer vendors	<i>Field not completed.</i>
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Other Food Vendors that are not a truck or trailer (If applicable)	<i>Field not completed.</i>
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Step Three

List all other vendors (art, crafts, clothes, etc, if applicable):	<i>Field not completed.</i>
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Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

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

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? (Yes or No)

no

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

Street Closures

Does Event require any Road or Sidewalk Closures? (Yes or No)

no

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Signage/Banners: *Field not completed.*

City Equipment:

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

Barricades 3

Cones for fire

Trash Bins

0

Document Upload

Field not completed.

Step Four

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

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

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

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

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

First Name

Jay

Last Name

Anderson

Electronic Signature Agreement

I agree.

Electronic Signature

Jay Anderson

Date:

9-6-2023

Corporation Name: (if applicable)

Field not completed.

EVENT APPLICATION FEES

CITY OF ST. PETE BEACH
HOLD HARMLESS AGREEMENT AND RELEASE
FOR SPECIAL EVENT AND STREET CLOSURE PERMITS

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WHEREAS, Permit Holder desires to host Special Event or Street Closure activities as provided by the CITY; and

WHEREAS, Permit Holder desires to host said activities and acknowledges that it may be subject to risks; and

WHEREAS, Permit Holder is willing to host said activities and agrees to hold the CITY harmless.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. To the extent permitted by law, Permit Holder agrees to indemnify, hold harmless and defend the CITY, its members, officers, employees, agents, and assigns from and against all losses, claims, damages, suits, actions, demands, or liability and expense, including reasonable attorney's fees and costs of litigation through all appellate proceedings in connection with any and all claims whatsoever including but not limited to; personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of Permit Holder or anyone else for who Permit Holder's acts may be liable. Permit Holder's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision includes claims made by Permit Holder, patrons of the event, and any other entity or individual participating in the event against the CITY.
3. Permit Holder hereby releases and discharges the CITY, its members, officers, employees and agents (hereinafter, collectively "Releasees" and individually "Releasee") from, and waive with respect to each Releasee, and covenants not to sue any Releasee for any and all liabilities, damages and expenses, including but not limited to attorney's fees, of any nature whatsoever arising from participation in said activities.
4. Permit Holder acknowledges that they have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by their attorney if desired. Permit

Holder further acknowledges and represents that they, the undersigned, have full authority to execute this Hold Harmless Agreement and Release, and are bound by this Hold Harmless Agreement and Release.

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7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.
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9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.
10. 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 in the same instrument.

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

Permit Holder

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Cheryl Engel
President, PAg Comm. Association

By: _____

Date: _____

10/20/2023

Date: _____

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request:	Authorization to approve street closures for the St Pete Beach Christmas Parade scheduled for Sunday, December 17, 2023.
Strategic Objective:	Community Partnerships And Events
Date:	November 6, 2023
Prepared By:	Jennifer McMahon, Chief Operating Officer
Through:	Wayne Saunders, Interim City Manager
Summary of Issue:	The Corey Area Business Association is requesting street closures for St. Pete Beach Christmas Parade and Event that will take place on Sunday, December 17, 2023, from 4-7pm. The staging of the parade participants will be at Upham Beach. Those streets will be closed from 2:30-4pm. The parade will start at 4p.m. from Upham Beach on Beach Plaza Road, heading north to 71st Ave, then south on Sunset Way to Corey Ave and then east to the 100 block of Corey Ave (City Hall). The Parade Route will be closed from 3:45 - 4:45pm. Streets closed will be Beach Plaza from 71st to 67th, 71st from Beach Plaza to Sunset Way, Sunset Way from 71st to Corey Ave and Corey Ave from Sunset Way to City Hall. PCSO will re-route Gulf Blvd traffic when the parade gets to that area to go down 73rd to Sunset Way and up to 75th to keep Gulf Blvd for north bound traffic and vice versa for southbound traffic. Corey Ave from Gulf Blvd to Boca Ciega will remain closed until 7pm for holiday activities. No wet zone is being requested.
Funding:	N/A
Attachments:	1. CABA Land Parade 2023

Jennifer McMahon

From: noreply@civicplus.com
Sent: Wednesday, October 11, 2023 2:54 PM
To: Jennifer McMahon; Ayako Ruckdeschel
Subject: Online Form Submittal: City of St. Pete Beach Event Application

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

City of St. Pete Beach Event Application

Step One



City of St. Pete Beach Event Application

Applicant

Name of Applicant: Corey Area Business Association

Title (If applicable:): *Field not completed.*

Name of Organization (if applicable): Corey area business association

Tax Exempt? (Yes or No) Yes

Non-Profit? (Yes or No) Yes

If yes on either please provide documentation

Mailing Address: 416 Corey Avenue
St Beach, FL 33706

Cell Phone: 6164438866

Email Address: sherritalcott4@gmail.com

Event Information

Event Title: St Pete Beach Christmas Parade and Christmas Event

Event/Organization Web Address: www.coreyave.com

Event Location(s): St Pete Beach

Event Date & Time (Start & Finish) 12/17/2023 4:00 PM - 12/17/2023 7:00 PM

Event Date & Time (If extra time is necessary) *Field not completed.*

Event Date & Time (If extra time is necessary) *Field not completed.*

Set Up Date: 12/17/2023 2:30 PM

Cleanup Date 12/17/2023 7:00 PM

Description of Event: Parade and Christmas Event

Will this be an Annual Event? (Yes or No) Yes

If yes, next year's date(s): To be determined

Step Two

Event Logistics

Estimated Attendance This Year: 200

Last Years Attendance (If applicable): *Field not completed.*

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

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours): \$50.00

Special event fire vehicle per hour per vehicle (minimum of 3 hours): \$25.00

List all event activities: Parade Visit with Santa Children Events

Electricity Needed: (Yes or No) No

Source: NA

Will portable restrooms be used? (Yes or No) No

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? (Yes or No) No

If yes (include on site plan)

If Dumpsters are needed, how many? *Field not completed.*

Size? *Field not completed.*

Install & Removal Date *Field not completed.*

Entertainment? (Detail type, bands, DJs, dancers, clowns, etc) Solo Singer

Parking Plan (please be detailed and include on site map): City Hall & surrounding areas around Corey Ave

Food and Beverage:

Will alcohol be served or sold?	No Alcohol
---------------------------------	------------

Will there be food trucks?	No
----------------------------	----

If yes, please list the truck/trailer vendors	<i>Field not completed.</i>
---	-----------------------------

Other Food Vendors that are not a truck or trailer (If applicable)	<i>Field not completed.</i>
--	-----------------------------

Step Three

List all other vendors (art, crafts, clothes, etc, if applicable):	NA
--	----

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

Tents:	NA
--------	----

Stage/Platforms:	NA
------------------	----

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

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? (Yes or No)

No

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

Street Closures

Does Event require any Road or Sidewalk Closures? (Yes or No)

Yes

Road 200, 300, 400, 500 blocks Corey Ave and Surrounding streets (Upham Beach)

Start Intersection Upham Beach

Stop Intersection St Pete Beach City Hall

Date & Time 12/17/2023 3:45 PM - 12/17/2023 6:00 PM

Road Gulf Blv

Start Intersection Upham Beach

Stop Intersection St Pete Beach City Hall

Date & Time *Field not completed.*

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Signage/Banners: To be deterred

City Equipment:

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

Barricades Yes -24

Cones	Yes-24
Trash Bins	No
Document Upload	<i>Field not completed.</i>

Step Four

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

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

First Name	Sherri
Last Name	Talcott
Electronic Signature Agreement	I agree.
Electronic Signature	Sherri Talcott
Date:	10/11/23
Corporation Name: (if applicable)	<i>Field not completed.</i>

Parade Route in Yellow : Detour route in Pink



Detour: Southbound traffic on Gulf Blvd will take 75th Ave west, to Sunset way then South on Sunset way to 75th then East back to Gulf Blvd
 - Northbound traffic on Gulf Blvd will take 75th west to Sunset way then North on Sunset way to 75th East.

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2. To the extent permitted by law, Permit Holder agrees to indemnify, hold harmless and defend the CITY, its members, officers, employees, agents, and assigns from and against all losses, claims, damages, suits, actions, demands, or liability and expense, including reasonable attorney's fees and costs of litigation through all appellate proceedings in connection with any and all claims whatsoever including but not limited to; personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of Permit Holder or anyone else for who Permit Holder's acts may be liable. Permit Holder's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision includes claims made by Permit Holder, patrons of the event, and any other entity or individual participating in the event against the CITY.
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4. Permit Holder acknowledges that they have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by their attorney if desired. Permit

Holder further acknowledges and represents that they, the undersigned, have full authority to execute this Hold Harmless Agreement and Release, and are bound by this Hold Harmless Agreement and Release.

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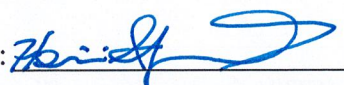
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Permit Holder

City of St. Pete Beach:

Signature: 

Signature: 

By: Herminio Afanador ^{SABA} President

By: Alex Bay, City Manager

Date: 8-8-2023

Date: 8/10/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com
INSURED Corey Area Business Association Inc P O Box 67393 St Pete Beach FL 33736	INSURER(S) AFFORDING COVERAGE INSURER A : Auto-Owners Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18988

COVERAGES**CERTIFICATE NUMBER:** 43112442**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		20441246	7/7/2023	7/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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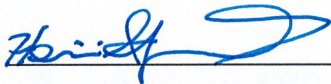
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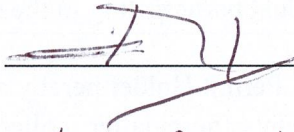
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Permit Holder

City of St. Pete Beach:

Signature: 

Signature: 

By: Herminio A. Sanchez SABA President

By: Alex Bey, City Manager

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DATE (MM/DD/YYYY)

7/25/2023

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COREARE-01	NAIC # 18988

COVERAGES

CERTIFICATE NUMBER: 43112442

REVISION NUMBER:

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	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
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Certificate holder is listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Authorize the City Manager to purchase a 2023 F150 4x2 Supercrew in the amount of \$38,600.00 from Elder Ford of Tampa that will be assigned to the Parks Division.

Strategic Objective: Internal Operations

Date: November 6, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The purchase is to replace the 2000 F250 previously purchased by the Fire Department and then transferred to the Parks Department and will be used for daily park maintenance. This is a 4-door truck accommodating up to 4 employees. This purchase is in the approved FY2024 fleet fund, vehicle replacement plan for \$39,000. The Procurement Manager secured 3 viable quotes. The Elder Ford quote was not the cheapest model but was local, available today and a larger 4 door vehicle. The New Veteran's Ford quote was for a 2-door vehicle and not readily available, from a dealership in St Augustine and not guaranteed to be available when expected. That quote did not include delivery.

Funding: 205-800-590-5641

Attachments: 1. 3 quotes for parks vehicle 2023



ford.com

VEHICLE DESCRIPTION

F-150

2023 F-150 4X2 SUPERCAB
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
AVALANCHE
INTERIOR
BLACK SPORT CLOTH40/CON/40

PK E32249

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYSTM
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A

•XL SERIES

OPTIONAL EQUIPMENT/OTHER

- 2.7L V6 ECOBOOST
- 275/60R20 BSW ALL-SEASON
- 3.55 RATIO REGULAR AXLE
- 6325# GVWR PACKAGE
- FRONT LICENSE PLATE BRACKET
- COLOR-COORDINATED CARPET
- STX APPEARANCE PACKAGE
- .SYNC 4 W/ENHANCED VOICE RECOG
- .REAR-WINDOW DEFROSTER
- .SIRIUS XM W/ 360L
- .PRIVACY GLASS W/REAR DEFROSTE
- 50 STATE EMISSIONS
- AUTO START-STOP REMOVAL
- CLASS IV TRAILER HITCH
- FOG LAMPS
- 20" 6-SPOKE MAGNETIC PKT WHLS
- STX SPORT CLOTH 40/CON/40

(MSRP)

- 1,285.00
- NO CHARGE
- NO CHARGE
- NO CHARGE
- 145.00
- 2,585.00
- NO CHARGE
- NO CHARGE
- 50.00
- 315.00
- NO CHARGE
- 1,225.00
- 295.00

PRICE INFORMATION

BASE PRICE	\$39,195.00
TOTAL OPTIONS/OTHER	5,800.00
TOTAL VEHICLE & OPTIONS/OTHER	44,995.00
DESTINATION & DELIVERY	1,895.00
TOTAL BEFORE DISCOUNTS	46,890.00
XL DISCOUNT	- 750.00
STX APPEARANCE DISCT	- 750.00
XL STX WHEEL DISCOUNT	- 595.00
TOTAL SAVINGS	- 2,095.00

(MSRP)

EPA DOT

Fuel Economy and Environment



Gasoline Vehicle



Fuel Economy

21 MPG
combined city/hwy

18 city

25 highway

4.8 gallons per 100 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe.

You spend
\$2,500

more in fuel costs
over 5 years
compared to the
average new vehicle.

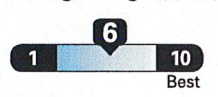
Annual fuel cost

\$2,100

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



This vehicle emits 431 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal
Crash

Driver
Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side
Crash

Front seat
Rear seat

★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTEX1CP6PKE32249



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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RAMP ONE

CA14

RAMP TWO

CONVOY

ITEM #:

24-1300 O/T 2

TOTAL MSRP \$44,795.00



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

PD112 N RB 2X 345 001730 04 11 23

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ford.com

VEHICLE DESCRIPTION
F-150
2023 F-150 4X2 REGULAR CAB
141" WHEELBASE
3.3L V6 PFDI
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE CLOTH 40/20/40

PK F62324

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR - DAYTIME RUNNING LAMPS - EASY FUEL® CAPLESS FILLER - FULLY BOXED STEEL FRAME - HALOGEN HEADLAMPS - HEADLAMPS - AUTO HIGH BEAM - HEADLAMPS - AUTOLAMP (ON/OFF) - LOCKING REMOVABLE TAILGATE - MANUAL FOLD POWER MIRRORS - PICKUP BOX TIE DOWN HOOKS - POWER TAILGATE LOCK - TRAILER SWAY CONTROL - WIPERS- INTERMITTENT	INTERIOR 4" PRODUCTIVITY SCREEN - CRUISE CONTROL - DOOR LOCKS - POWER - DUAL SUNVISORS - ILLUMINATED ENTRY - MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER - POWERPOINTS - 12V - TILT/TELESCOPE STR COLUMN	FUNCTIONAL - AUTO HOLD - CURVE CONTROL - DYNAMIC HITCH ASSIST - FAIL-SAFE COOLING SYSTEM - FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM - HILL START ASSIST - MYKEY® - POST-COLLISION BRAKING - PRE-COLLISION ASSIST W/AEB - REVERSE SENSING AND REAR VIEW CAMERA - SELECTSHIFT® - SYNC®4 W/8" SCREEN	SAFETY/SECURITY - ADVANCETRAC™ WITH RSC® - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT - AIRBAGS - SAFETY CANOPY® - CTR HIGH MOUNT STOP LAMP - PERIMETER ALARM - SOS POST-CRASH ALERT SYS™ - TIRE PRESSURE MONIT SYS
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WARRANTY
• 3YR/36,000 BUMPER / BUMPER
• 5YR/60,000 POWERTRAIN
• 5YR/60,000 ROADSIDE ASSIST
• 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 101A •XL SERIES	(MSRP)	PRICE INFORMATION BASE PRICE \$34,885.00 TOTAL OPTIONS/OTHER 640.00	(MSRP)
OPTIONAL EQUIPMENT/OTHER .17" SILVER STEEL WHEELS .245/70R 17 BSW ALL-SEASON 3.55 RATIO REGULAR AXLE 6100# GVWR PACKAGE 50 STATE EMISSIONS SYNC 4 W/ENHANCED VOICE RECOGN CLASS IV TRAILER HITCH SIRIUS XM W/ 360L FLEX FUEL VEHICLE	NO CHARGE NO CHARGE 325.00 315.00	TOTAL VEHICLE & OPTIONS/OTHER 35,525.00 DESTINATION & DELIVERY 1,995.00 TOTAL BEFORE DISCOUNTS 37,520.00 XL DISCOUNT - 750.00 TOTAL SAVINGS 750.00	

New Veterans Ford in Mid-Nov.

	RAMP ONE		TOTAL MSRP \$36,770.00
	CA14		
	RAMP TWO	CONVOY	
		ITEM #: 24-B701 O/T 2	
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EPA DOT Fuel Economy and Environment
Fuel Economy
21 MPG
combined city/hwy
19 city
24 highway
4.8 gallons per 100 miles
Driving Range
Gasoline: 502 miles
Ethanol (E85): 382 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

You spend \$2,500 more in fuel costs over 5 years compared to the average new vehicle.

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Annual fuel cost \$2,100

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **4**
1 10 Best
This vehicle emits 423 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Smog Rating (tailpipe only) **6**
1 10 Best

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
Side Crash	Front seat Rear seat	★★★★★ Not Rated
Based on the risk of injury in a side impact.		
Rollover		★★★★★
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

46 BUILT Ford YEARS TOUGH F-SERIES® AMERICA'S BEST SELLING TRUCKS®

The FordPass® Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FORD PROTECT®
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

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www.ford.com/help/privacy-terms/



ford.com

VEHICLE DESCRIPTION

F-150

2023 F-150 4X2 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK SPORT CLOTH40/CON/40

PK E83018

EPA
DOT

Fuel Economy and Environment



Gasoline Vehicle



Fuel Economy

22 MPG
combined city/hwy

20 city

26 highway

4.5 gallons per 100 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe.

You spend
\$2,000

more in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost

\$2,000

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 405 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



Smartphone
QR Code



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal
Crash

Driver
Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side
Crash

Front seat
Rear seat

★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTEW1CP7PKE83018



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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Msg & Data
rates may
apply.
Text HELP
for help



www.ford.com/help/privacy-terms/

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A

•XL SERIES

OPTIONAL EQUIPMENT/OTHER

- 2.7L V6 ECOBOOST
- 275/60R20 BSW ALL-SEASON
- 3.55 RATIO REGULAR AXLE
- 6400# GVWR PACKAGE
- COLOR-COORDINATED CARPET
- STX APPEARANCE PACKAGE
- .SYNC 4 W/ENHANCED VOICE RECOG
- .REAR-WINDOW DEFROSTER
- .SIRIUS XM W/ 360L
- .PRIVACY GLASS W/REAR DEFROSTE
- 50 STATE EMISSIONS
- CLASS IV TRAILER HITCH
- FOG LAMPS
- 20" 6-SPOKE MAGNETIC PKT WHLS
- STX SPORT CLOTH 40/CON/40

(MSRP)

- 1,285.00
- NO CHARGE
- NO CHARGE
- 145.00
- 2,585.00
- NO CHARGE
- 315.00
- NO CHARGE
- 1,225.00
- 295.00

PRICE INFORMATION

BASE PRICE
TOTAL OPTIONS/OTHER

\$41,530.00
5,850.00

TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

47,380.00
1,895.00

TOTAL BEFORE DISCOUNTS

49,275.00

XL DISCOUNT

- 750.00

STX APPEARANCE DISCT

- 750.00

XL STX WHEEL DISCOUNT

- 595.00

TOTAL SAVINGS

- 2,095.00

TOTAL MSRP

\$47,180.00

RAMP ONE

CA14

RAMP TWO

CONVOY

ITEM #:

24-4977 O/T 2



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

PF212 N RB 2X 355 003272 06 21 23

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to authorize the City Manager to sign the agreement for the continuation of services for iWorq Community Development Software in the amount of \$13,725.00.

Strategic Objective: NA

Date: November 6, 2023

Prepared By: Julie Anderson, Building Manager

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The fiscal year 2024 Building Fund budget includes \$87,500 for the purchase of software. The City has used iWorq, a cloud based software solution, since 2019 and intends to continue using the system for permitting, planning and code enforcement management until a more robust system is selected. Staff is requesting authorization to renew the agreement for a period of three years.

Funding: Building Fund – 201-5402-524-5330

Attachments: 1. IWorq Service Agreement

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Community Development Software

This is an Agreement (the “Agreement”) entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and IWorq Systems (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. Term. This Agreement will remain in effect for a period of three (3) years from the Effective Date.

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

7. 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.

8. 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.

9. 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.

10. 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 proposal, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

11. 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.

12. 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.

13. 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")

14. 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:
IWorq Systems
PO Box 3784
Logan, UT 84323

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

With Copy To:
sales@iworq.com

With Copy To:
cityattorney@stpetebeach.org

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments,

Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

IWorq:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Scott Jardine

By: Wayne Saunders _____

Its: VP Sales & Marketing

Its: City Manager _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Move to approve and accept the Rileighs Outdoor, LLC Proposal in the amount of \$76,880.00 for city wide holiday decorations

Strategic Objective: Community and Neighborhoods

Date: November 6, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The City signed a 3- year agreement with Rileighs Outdoor, LLC in 2022. The agreement was part of a piggyback from City of Treasure Island contract with Rileighs Outdoor, LLC. This year's proposal is for \$76,880.00 which includes:

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

Funding: 001-6106-572-5399

Attachments:

1. Rileigh's Piggyback Agreement 2022
2. Rileigh's Proposal 2023

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

Holiday Light Decoration

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

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

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

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

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

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

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

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Exhibits. The following Exhibits shall be attached, incorporated and made a part of this Agreement:
 - a. Vendor's original contract (Exhibit "A")
 - b. Florida Public Records Law (Exhibit "B")

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

As to Vendor:

Rleigh's Outdoor Decor

As to City:

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

With Copy To:

jzuhr@holidayoutdoordecor.com

With Copy To:

cityattorney@stpetebeach.org

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

[SIGNATURE PAGE TO FOLLOW]

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

Raleigh's Outdoor Decor

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

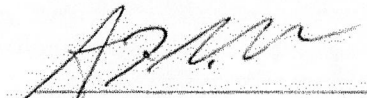
Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:


Andrew Dickman
City Attorney


Amber LaRowe
City Clerk

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

Rileigh's Outdoor Decor

City of St. Pete Beach:

Signature: Jasmin Zuhr

Signature: [Signature]

By: Jasmin Zuhr

By: Alex Ry

Its: VP Sales

Its: City Manager

Date: 8/24/22

Date: 8/8/22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST.

[Signature]
Andrew Dickman
City Attorney

[Signature]
Amber LaRowe
City Clerk

EXHIBIT "A"
(Vendor's Original Contract)

EXHIBIT "B"

(Florida Public Records Law)

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

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

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

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

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

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

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

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

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



Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 8/9/2022
Expiration Date 12/30/2022
Quote Number 00008085

Prepared By Jasmin Zuhr
Email jzuhr@holidayoutdoordecor.com

Email rddirector@stpetebeach.org

Bill To Name ST. PETE BEACH, CITY OF
Bill To 155 COREY AVE
St. Pete Beach, Florida 33706
United States

Ship To Name JENNIFER MAHON
Ship To CITY OF ST PETE BEACH
CITYWIDE- START AT BLIND PASS ROAD
AND 75 STREET
ST. PETE BEACH, Florida 33706
United States

Quote To United States

HTH Referral ☐

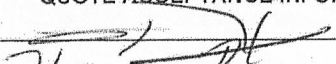
Ship To Phone 727-363-9274

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

Account Terms DUE UPON RECEIPT

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

QUOTE ACCEPTANCE INFORMATION

Signature: 
Name: Stephanie Berg
Title: City Manager



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

Account Terms DUE UPON RECEIPT

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

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



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

Comments THREE (3) YEAR LEASE- 2022/2023/2024-
PIGGY BACK ON TREASURE ISLAND

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

Lease Terms and Conditions

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

For our complete Terms and Conditions, please click [here](https://holidayoutdoordecor.com/terms-conditions/) or visit <https://holidayoutdoordecor.com/terms-conditions/>

Account Terms DUE UPON RECEIPT

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

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

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

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

WITNESSETH

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

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

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

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

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

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

1. Recitals. The above recitals are true and correct and are hereby incorporated by reference.
2. Renewal and Amendment to Term. The Contract is hereby renewed for three additional years on the terms stated herein for a total renewal term effective May 2, 2022 and continuing in full force and effect until May 2, 2025.
3. Amendment to Scope of Work. Section 1 is hereby amended as follows:

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

1. The Contractor shall be responsible for the leasing, installing, removing and storing all holiday decorations, including pole mount decorations, pole banners and Christmas trees for the City.
2. The Contractor will provide the City with the option to choose from an inventory of different designs from a catalogue for banners and pole decorations prior to July 1st of each year.
3. The Contractor shall equip all pole mount hardware with up to 6 stainless steel bands per pole bracket.
4. The Contractor shall fit all pole decorations with energy saving LED lights at no additional cost to the City.
5. The Contractor shall install all holiday decorations the week after Thanksgiving (November) and shall remove all holiday decorations after New Year's (January) by the 15th of the month.
6. The installation, removal and storage of the holiday products more particularly described in Exhibit A. Any terms other than Product Code, Product, in Exhibit A conflict with the Contract, the Contract shall prevail.
 - a) The Christmas tree for City Hall shall be a 14' panel tree with a full base and shall include a 3' 3D star, natural garland, and multi-colored LED lights (1200 watts/10 amps). The Tree shall be completed with over 150 traditional colored ornaments sized from 4" to 8".
 - b) The Contractor shall install ten (10) Holiday Banners on poles along Treasure Island Causeway, located at 107th Avenue.
 - c) The Contractor shall install ninety-three (93) Holiday Pole Mount Decorations, which are 6' to 8' in size, along Gulf Boulevard from John's Pass to West Gulf Boulevard including Sunset Beach and along 108th; and at the entrance to each of the following neighborhoods: Paradise, Sunset Beach, Palms and Capri.
 - d) Four 6' lighted LED wreaths shall be placed on all 4 sides of the Clock Tower and red/white garland wrapped with bows on the clock tower columns, light poles and palm trees along 107th Avenue
 - e) Two 5' X 5' LED Dreidels shall be placed at 108th Avenue and Gulf Boulevard and 96th Avenue and Gulf Boulevard in front of the 7-Eleven Convenience Store.

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

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

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

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

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

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

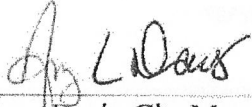
5. Additional Terms of First Amendment.

- 5.1. All other terms and conditions of the Contract not specifically amended by this First Amendment shall remain in full force and effect and shall be equally applicable to this First Amendment. In the event of a conflict between the Contract and this First Amendment, this First Amendment shall govern and control.
- 5.2. The Parties represent and warrant that they are authorized to enter into this First Amendment without the consent or joinder of any other person or entity and that the individuals executing this First Amendment have full power and authority to bind their respective parties hereto.
- 5.3. This First Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This First Amendment may be executed by electronic signature technology and such

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

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

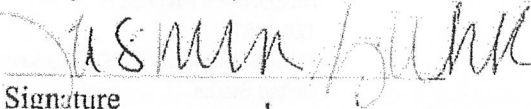
City of Treasure Island, Florida


Amy Davis, City Manager




, City Clerk

Rileighs Outdoor, LLC


Signature
Jasmin Zuhr

Print or Type Name

VP Sales Southeast
Title

EXHIBIT A



Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 5/11/2022
Expiration Date 12/30/2022
Quote Number 00007337

Prepared By Jasmin Zuhr
Email jzuhr@holidayoutdoordecor.com

Email chayduke@mytreasureisland.org

Bill To Name TREASURE ISLAND
Bill To CITY OF TREASURE ISLAND ATTN:
ACCOUNTS PAYABLE
120 108TH AVE
Treasure Island, Florida 33706
United States

Ship To Name TREASURE ISLAND
Ship To CITY OF TREASURE ISLAND ATTN:
ACCOUNTS PAYABLE
120 108TH AVE
TREASURE ISLAND, Florida 33706
United States

Quote To United States

Ship To Phone 727-547-4575 X238

HTH Referral

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

Account Terms DUE UPON RECEIPT

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

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



2023
St Pete Beach



	Bow	Loop with Bracket	POLES-GULF STARTING AT 22ND AVE SOUTH TO 1ST AVE 11 ON 8TH 6 ON 9TH 6 ON 10TH			
LSE-PM-SLB-CW54	4.5' Candle Wreath (14-4-2)---LED P332LED	4.5' Candle Wreath (14-4-2) 25 C-9 Lamps---LED	68 LARGE LIGHTS POLES ON GULF FROM COREY AVE TO PINELLAS BAY WAY	\$230.00	16.00	\$3,680.00
LSE-PM-SLB-WTCG54	54" WREATH W/ TUBE CANDLES, WITH Branch Garland 14-4-2 LED	54" WREATH W/ TUBE CANDLES, WITH Branch Garland 14-4-2 LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	\$230.00	13.00	\$2,990.00
LSE-PM-SLB-WCB54	54" WREATH W/COLORED BELL, Branch Garland 14-4-2 LED	54" WREATH W/COLORED BELL, Branch Garland 14-4-2 LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	\$230.00	13.00	\$2,990.00
LSE-PM-SLB-WCB54	54" WREATH W/COLORED BELL, Branch Garland 14-4-2 LED	54" WREATH W/COLORED BELL, Branch Garland 14-4-2 LED	68 LARGE LIGHTS POLES ON GULF FROM COREY AVE TO PINELLAS BAY WAY	\$230.00	18.00	\$4,140.00
LSE-PM-SLB-PAWS90	7.5' Poinsettia---LED P231LED	Poinsettia with Stem Pole Mount. Measures 5.5'x7.5'. With 66 C-9 Lamp and Garland Accents. Weighs 29lbs. LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	\$230.00	13.00	\$2,990.00
LSE-PM-SLB-PAWS90	7.5' Poinsettia---LED P231LED	Poinsettia with Stem Pole Mount. Measures 5.5'x7.5'. With 66 C-9 Lamp and Garland Accents. Weighs 29lbs. LED	68 LARGE LIGHTS POLES ON GULF FROM COREY AVE TO PINELLAS BAY WAY	\$230.00	17.00	\$3,910.00
LEASE	Annual Lease	Annual Lease		\$0.00	1.00	\$0.00
LSE-B-O18-RGT	BOW OUTDURA 18" W/WIRE	18" Red Outdura 4 Loop Bow with Gold	PLACE ON 17' PANEL TREE INCLDING 3' 3D STAR NATURAL	\$0.00	10.00	\$0.00

Account Terms DUE UPON RECEIPT

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

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- Applicable Sales Tax will be added to Final Invoice



	GOLD TRIM	Trim	BRANCH GARLAND 689 C7 MULTI LIGHTS 150 TRADITIONAL COLORED ORNAMENTS			
LSE-T-14P-MC	Panel Tree 14' C7 MULTI LED	Panel Tree 14' C7 MULTI LED	17' PANEL TREE INCLDING 3' 3D STAR NATURAL BRANCH GARLAND 689 C7 MULTI LIGHTS 150 TRADITIONAL COLORED ORNAMENTS	\$3,510.00	1.00	\$3,510.00
LSE-T-18P-MC	Panel Tree 18' C7 MULTI LED	Panel Tree 18' C7 MULTI LED	HORAN PARK TREE- 22' PANEL TREE INCLUDING 4'STAR NATURAL BRANCH GARLAND 935 C7 LED MULTI LIGHTS 306 TRADITIONAL COLORED ORNAMENTS	\$5,830.00	1.00	\$5,830.00
LSE-VM-25-PT-9RGR	POLE TRIM GREEN 25', 9" PVC/MET Regular Cut	POLE TRIM GREEN 25', 9" PVC/MET Regular Cut	1ST AVE TO 12TH AVE PASSAGRILLE EAST LIGHT POLES-GULF STARTING AT 22ND AVE SOUTH TO 1ST AVE 11 ON 8TH 6 ON 9TH 6 ON 10TH	\$125.00	189.00	\$23,625.00
LSE-VM-25-PT-9RGR	POLE TRIM GREEN 25', 9" PVC/MET Regular Cut	POLE TRIM GREEN 25', 9" PVC/MET Regular Cut	DOWNTOWN POLE TRIM- 40 POLE TRIMS ON COREY AVE FROM GULFBLVD TO BAY ST- 5 MANGROVE ST FROM COREY AVE TO 75TH AVE	\$125.00	45.00	\$5,625.00
LSE-VM-25-PT-9RRD	POLE TRIM RED 25', 9" Garland, Regular Cut	POLE TRIM RED 25', 9" Garland, Regular Cut	24- MEDJOOL PALMSIN MEDIANS ON GULF BLVD SOUTH OF 75TH ST WRAPPED WITH GARLAND AND BOWS	\$205.00	24.00	\$4,920.00
LSE-VM-25-PT-9RRD	POLE TRIM RED 25', 9" Garland, Regular Cut	POLE TRIM RED 25', 9" Garland, Regular Cut	PINELLAS BAYWAY FROM TOLL BOOTH TO GULF BLVD- 8 MEDJOOL PALMS WRAPPED IN MEDIANS	\$156.00	25.00	\$3,900.00
LSE-VM-25-PT-9RRD	POLE TRIM RED 25', 9" Garland, Regular Cut	POLE TRIM RED 25', 9" Garland, Regular Cut	75'- 9 RED RED GARLAND WITH BOWS- PASS A GRILLE PARK TREE- SHUFFLE BOARD PARK BETWEEN 8TH AND 11TH AVE INSTALL AT BUS STOP AREA NEAR PARADISE GRILLE	\$205.00	8.00	\$1,640.00
		Single Poinsettia Pole				

Account Terms DUE UPON RECEIPT

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

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LSE-PM-SLB-SPA66	Single Poinsettia 5 x 5 1/2 23 lbs. ----LED P230LED	Mount. Measures 5'x5.5'. With 49 C-9 Lamps and Garland Accents. Weighs 23lbs. LED	BLIND PASS ROAD 75TH ST NORTH TO BRIDGE AND 75TH AVE FROM BRIDGE TO GULF BLVD	\$230.00	14.00	\$3,220.00
LSE-PM-SLB-SPA66	Single Poinsettia 5 x 5 1/2 23 lbs. ----LED P230LED	Single Poinsettia Pole Mount. Measures 5'x5.5'. With 49 C-9 Lamps and Garland Accents. Weighs 23lbs. LED	68 LARGE LIGHTS POLES ON GULF FROM COREY AVE TO PINELLAS BAY WAY	\$230.00	17.00	\$3,910.00
Subtotal				\$76,880.00		
Total Price				\$76,880.00		
Grand Total				\$76,880.00		

Lease Terms and Conditions

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

For our complete Terms and Conditions, please click [here](https://holidayoutdoordecor.com/terms-conditions/) or visit <https://holidayoutdoordecor.com/terms-conditions/>

Account Terms DUE UPON RECEIPT

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
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- Applicable Sales Tax will be added to Final Invoice

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to approve the sole source purchase with Xylem Water Solutions USA, Inc. for Flygt pumps, controllers, and associated pump package in the amount of \$1,413,000.00.

Strategic Objective: Resiliency

Date: November 6, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The City is requesting to direct purchase the Flygt pump and controls package from Xylem Water Solutions USA, Inc. as a sole source purchase. Xylem Water Solutions USA, Inc. is the only authorized vendor for Flygt Products and is the only authorized service repair and warranty organization in the State of Florida. This pump and controls package will be installed as part of the upcoming rehabilitation of Master Pump Station 1.

By direct purchasing these items, the City will save approximately \$98,910.00 in sales tax. Additionally, these items typically take up to a year to acquire when purchased by a general contractor. By direct purchasing, this timeline is significantly reduced, shortening this lead time to around 20 weeks.

The City will also be able to expend the funds assigned to this project through Florida Job Growth grant FJJGF - G0074, which provided the City with a \$2,000,000.00 grant to perform this rehabilitation. Funds provided through this grant must be expended with reimbursement requested by June 30, 2024.

The City prepared the attached sole source notification package and posted it to the City's website for the required duration. No objections to procuring these materials as a sole source purchase was recieved.

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

Attachments:

1. Flygt Sole Source Letter
2. Sole Source Justification
3. Pump Station 1 - Xylem Budget Estimate



Xylem Water Solutions USA, Inc
455 Harvest Time Drive Sanford, FL 32771
Phone: 407-880-2900 · Fax: 407-880-2962

September 12, 2023

To: St. Pete Beach Public Works
Attn: Brett Warner

Please be advised that Xylem Water Solutions USA, Inc. is the only authorized vendor for Flygt Products* and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions.

Stephen Toolsie
Florida Service Manager
455 Harvest Time Drive
Sanford, FL 32771
407-553-4148

*Flygt Products include submersible pumps, mixers, valves, Syracuse safe hatch access covers, Multismart, controls and well washer.

Sole Source Justification Form

September 14, 2023

Company Name:	Xylem Water Solutions USA, Inc.
Product Name:	Flygt Pump Package
Model # / Description:	NP3312 12" Submersible Pumps and Controls
Units:	4
Cost:	\$1,413,000.00

When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient must justify the Sole Source award.

	Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
X	Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
	Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
	Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

2022 Florida Statutes

Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for at least 15 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, the agency shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3). Each agency shall report all such actions to the department on a quarterly basis in a manner and form prescribed by the department, and the department shall report such information to the Governor, the President of the Senate, and the Speaker of the House of Representatives no later than January 1, 2022, and each January 1 thereafter.



Page 1 of 2

To: City of St. Pete Beach / Kimley-Horn
Attn: Brett Warner / Shelby Hughes

September 12, 2023

Subject: St. Pete Beach – Pump Station 1 Rehabilitation
Quote Number: 2023-APO-1154 (v1.1)

We are pleased to offer the following equipment:

- (4) Flygt NP3312/745-670 12" Submersible Pumps 215HP, 3/460V, FM Rated w/ 2x50' Motor & Sensor Cable, Zinc Anodes, Hard Iron Impellers, Configured for MiniCAS Modules
- (4) Factory Certified Performance & Hydrostatic Tests
- (4) MiniCAS & Sockets (For Pumps)
- (4) 12"x 12" Discharge Connections, CI
- (16) A6D Anchor Bolts, 316SS w/ Adhesive
- (8) 25'x 3" Guide Rails, 316SS
- (4) 3" Guide Bar Brackets Upper, 316SS
- (4) 25'x 5/8" Lifting Chain, 316SS
- (4) Cable Holders, 316SS
- (8) ENM Liquid Level Sensors (Floats)
- (2) Flygt SR-4620 Submersible Mixers 2.3HP, 3/460V, FM Rated w/ 50' Motor Cable
- (2) Porta-Cleanse Sliding Bracket, 304SS
- (2) MiniCAS & Sockets (For Mixers)
- (2) USF 60"x84" Clear Opening Aluminum Angle Frame & Cover, Single Door, H2O Rated, Flood Tight
- (2) USF 72"x72" Clear Opening Aluminum Angle Frame & Cover, Double Door, H2O Rated, Flood Tight
- (2) N4X 316SS Junction Boxes w/ Power Blocks & Terminals
- (2) Birdcage LS Transducers by Blue Ribbon Industrial Components Per Section 25.07E
- (4) Yaskawa iQ1000 VFDs by ICON Technologies, NEMA 12, 480V, 250HP, 302A Per Spec. Includes: Harmonic Analysis, Harmonic Measurement, Start-Up Services, and Training
- (1) Start-Up Service by Xylem

Comments & Exceptions:

Exception: Section 8.02B. – Jotun Tankguard 412 coatings supplied in leu of Devron 201 & Devron 224HS

Exception: Sheet S-1.4 – USF Fabrication Hatch Covers in leu of Versa Steel. Valve vault hatch cover to be double door.

Comment: Contractor shall verify motor cable length and hatch cover size prior to ordering.

Comment: Porta-Cleanse sliding bracket to be 316SS ~~is 304SS~~.

Comment: MiniCAS units for SR-4620 mixers need to be accounted for in electrical scope.

Budget Estimate: **\$1,413,000.00** Freight Included

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.



PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx> and incorporated herein by reference and made part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Company Name: _____

Address: _____

Accepted By: _____

Print Name: _____

Date: _____

Matt Davis

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request:

Strategic Objective: Resilience

Date: November 6, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: On February 28, 2023, the City issued a Task Order to Halff Associates, Inc. to perform an alternatives analysis for the 45th Avenue Drainage Improvements project, evaluating two alternative concepts for drainage improvements within the project area. These alternatives included:

1. Construct a gravity system with a new outfall adjacent to the Boca Ciega Isle bridge.
2. Construct a gravity collection system that transfers flow to a new stormwater pump station and force main that discharges to Boca Ciega Bay.

After obtaining the survey data necessary to perform this analysis, it became increasingly clear that the elevation change needed to ensure a properly functioning gravity system was not feasible. With this information, the City instructed Halff to cease work related to the feasibility study and instead direct their efforts towards developing a design Task Order for the installation of a gravity collection system with stormwater pump station.

Through this task order, Halff will develop a design package for bidding to construct a new gravity stormwater collection system with pump station and force main discharge to Boca Ciega Bay. This design is anticipated to take 282 days to complete once approved.

Funding: Stormwater - Local Flooding Mitigation (103-5658)

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

October 13, 2023
42109.038

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

RE: 45th Ave Drainage Improvements Design

Site Location

County:	Pinellas County	State:	Florida
Latitude:	27.721072	Longitude:	-82.734086

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #42109.038 to provide the City of St. Pete Beach (CLIENT) with professional engineering services for design and bid phase services for 45th Ave Drainage Improvements. In addition to the specific tasks and exclusions included in the attached scope of services, the work described herein will be conducted in accordance with the terms and conditions of the continuing services contract for professional design services dated January 12, 2021.

To assist with this task order Halff will retain:

- Arehna Engineering, Inc. - Geotechnical

Halff Associates, Inc.



Anthony Fromen, PE 10/13/23
Project Manager Date



Alistair Brice, PE 10/13/23
Team Leader Date



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	October 13, 2023
<i>Firm Selected for Task</i>	Halff Associates, Inc.
<i>Task (Project) Name</i>	45th Ave Drainage Improvements Design
<i>Task Description (and other relevant details)</i>	1. Kickoff Meeting and Site Visit 2. Subconsultant Coordination 3. Utility Coordination 4. Subsurface Utility Engineering (SUE) 5. Geotechnical 6. Design Drawings and Specifications 7. Permitting 8. Bid Services
<i>Task Budget</i>	\$191,400.00
<i>Conflict of Interest</i>	(N) If yes, describe.
<i>Task Order Completion Date</i>	282 days after NTP

Pursuant to section 13.4 of your contract with the City, your signature below shall attest that no conflict exists between the tasks described herein and any work Halff Associates, Inc. is performing for any private client.

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

Acknowledgement of Task Order:

 Wayne Saunders
 Interim City Manager
 City of St. Pete Beach

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

Date

10/23/2023

Date

 Signature

 Alistair Brice, PE

 Team Leader

 Halff Associates, Inc.

10/13/23

Date



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #42109.038

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

Oct 13, 2023
42109.038

RE: 45th Ave Drainage Improvements Design

Site Location

County:	Pinellas County	State:	Florida
Latitude:	27°43'14.36"N	Longitude:	82°44'10.22"W

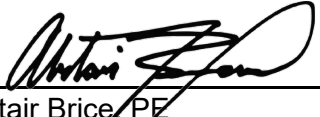
Background and Scope of Services

Halff previously provided a study for the 45th Avenue Drainage Improvements/Pumping Vs. Gravity Evaluation project. This evaluation was performed under Task Order 2023-01. The task order included providing topography survey, developing preliminary storm water inlet locations and pipe sizes, and outfall pipe sizes for both a gravity system and pump system. The existing system has an outfall between two private homes that cannot be upsized. Therefore, an alternative outfall location was selected. Currently the proposed outfall will be within a public easement south of the 46th Avenue Bridge, north of the existing outfall. As the study progressed it was determined that the gravity system was not a feasible option due to inadequate slope for storm water to discharge to tidal waters. Therefore, the task order and purchase order were closed instead of advancing the study further. This scope of services includes development of engineering plans, permits, and bid service documentation for drainage improvements within the 45th Avenue and Lido Drive right-of-ways based on the previous study. Stormsewer improvements will be designed along both roadways as well as minor street regrading to improve surface drainage. The gravity stormsewer will drain to a bafflebox which will provide water quality improvements and then to a pumpstation along 46th Avenue to be discharged via force main to Boca Ciega Bay adjacent to the 46th Avenue bridge. This will also act as a backflow preventor preventing tidal water from backing into the stormsewer and streets. The 25-year 24-hour storm event was selected for pump capacity sizing. The project area is shown in Attachment A.

Halff Associates, Inc.



Anthony Fromen, PE 10/13/23
Project Manager Date



Alistair Brice, PE 10/13/23
Team Leader Date

SCOPE OF SERVICES

TASK 100 KICKOFF MEETING AND SITE VISIT

Halff will attend one (1) onsite field review with the city to note, observe and obtain site-specific information and review the site relative to the existing conditions.

Deliverables:

Summary of the meeting minutes.

TASK 200 SUBCONSULTANT COORDINATION

Halff will coordinate the services of the subconsultants identified in this scope, during the design and permitting process. Subconsultant professional service fees are included in this budget.

TASK 300 UTILITY COORDINATION

Halff will coordinate with Pinellas County, the City of St. Pete Beach, and private utility services to collect available information on existing sub surface utilities as needed. Halff will coordinate with utility owners to reduce utility impacts if possible. If utilities are required to be relocated Halff will coordinate this effort as well.

Deliverables:

PDF's of correspondence.

TASK 400 SUBSURFACE UTILITY ENGINEERING (SUE)

Halff will perform the following SUE services in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities."

Quality Level-A Utility Test Holes (Vacuum Excavation):

Up to ten (10) test holes will be performed on various utilities that may conflict with the proposed drainage piping, inlets and manholes adjacent to the proposed outfall location as specified by the project engineer. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition.

An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This scope of services includes all test holes being performed under one (1) mobilization.

Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of found utilities within the project limits as shown in the attached exhibit using geophysical prospecting equipment (including electromagnetic locators and ground-penetrating radar) and mark using paint and/or pin flags.

This is the industry-recognized process for locating underground utilities; although effective and reliable, there is the possibility that all utilities may not be detected due to environmental and soil conditions, water table, excessive depth, and/or feature makeup.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

Quality Level-C Surveying:

Quality Level-C Surveying is not part of this scope of services. Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed by others.

Quality Level-D Records Research:

Available Records will be provided to Halff by the CLIENT or its designated representative. Halff will perform additional utility record research as needed to successfully complete the project.

Since it's possible that there are situations where the underground utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined using utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

Work Zone Traffic Control:

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.

This Scope of Services does not include an engineered traffic control plan and if required for permit approval or if unique traffic control conditions exist, Halff will notify CLIENT and submit a supplemental agreement for authorization prior to proceeding with additional work.

Work performed in the right-of-way shall be performed Monday through Friday, 8 am to 4 pm, barring foul weather.

Deliverables:

Halff will coordinate with the project surveyor to ensure inclusion of the Quality Level-B Utility Designation and Quality Level-A Test Hole excavation data into plans. A Utility Investigation Report will be provided in accordance with ASCE/UESI/CI 38-22.

TASK 500 GEOTECHNICAL

The purpose of the geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with

respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for shallow foundations supporting the pump station structure.
- Provide a table of pavement layer thicknesses at the pavement core locations.
- General geotechnical recommendations for the proposed construction including excavation, backfill and compaction requirements for open cut pipe installation.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Provide Maintenance of Traffic consisting of signs/cones as needed (no flagging operations should be necessary).
- Perform a total of one (1) Standard Penetration Test (SPT) borings at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. SPT borings will be performed as follows:
 - One SPT boring will be performed to a depth of 20 feet below existing ground surface at (or as close as practical to) the proposed pump station location.
- Complete four (4) pavement cores to measure the asphalt and base layer thicknesses at locations provided by the Client.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

Deliverables:

A digitally signed and sealed PDF copy of the Geotechnical Report

TASK 600 DESIGN DRAWINGS AND SPECIFICATIONS

Halff will design a gravity stormsewer system along Lido Avenue and 45th Avenue that passes through a baffle box before discharging to a pumpstation that then will outfall into Boca Ciega Bay via force main. This stormsewer system will close off the existing stormsewer outfall adjacent to Plaza Way and add or repair stormsewer structures as needed. The pumpstation will be designed to handle the peak flow rate from the 25-year 24-hour storm from the gravity stormsewer system and then discharge beyond the seawall into Boca Ciega Bay via force main. Halff will prepare 30%, 100%, and final design plans for the CLIENT's review. Thirty (30%) plans include conceptual design with flow line profiles for both the gravity and pressure system. Plans, contract documents, technical specifications, and opinion of probable construction cost (OPCC) will be included in

each submittal for city review and comment. Plans will be prepared in AutoCAD (v. 2018 or newer.)

The design of the pump station entails designing a system that conveys the storm sewer flows collected in the system to the Intracoastal Waterway to the east of a seawall at the east terminus of the project and south of the 46th Ave. bridge. The 25-year 24-hour storm event was selected for pump capacity sizing. It is expected that the outfall will be constructed above the existing seawall, with structurally independent supports. The outfall into the Intracoastal Waterway will consider regulatory requirements for this application. See Phase 700 Permitting for associated scope items. The available public right of way where the pump station is envisioned is limited to a 15-ft wide by 215-ft long swath parallel to 46th Ave., in the north-east quadrant of the project. Due to space constraints, it is expected that custom geometry will be necessary to adapt the city standard pump station components. In the event that the stated design event requires a pumpstation larger than the stated public right of way footprint then Halff will prepare a supplemental scope of services for the additional design effort of the pumpstation and supporting structures. Standard structural and mechanical details, pumps, and electrical and SCADA configurations will be utilized to the extent feasible. It is expected that electrical power sufficient to power the facility is available in the vicinity of the project, across the street of the proposed pump station on 46th Ave. The city has opted not to include an emergency power generator in the project; however, a receptacle will be provided for the city to connect a portable power generator to run the facility in case of an outage.

The plan sheets anticipated consist of the following:

- A. Cover Sheet
- B. General Notes
- C. Technical Notes
- D. Existing Conditions
- E. Demolition Sheets
- F. Site/Grading
- G. Plan Profile Sheets
- H. Cross Sections
- I. Baffle Box Details
- J. Pump Station Details
- K. Pump Station Calculations
- L. Mechanical and Electrical Details
- O. Standard Detail Sheets

Bid items and descriptions will also be developed.

Deliverables:

Deliverables will include submittals (PDFs) of the 30%, 100%, and final design drawings for city review. An OPCC will also be included with each submittal. A bid form and descriptions will be provided in the 100% and final submittals. The final submittal documents will be signed and sealed. An AutoCAD file of the final drawings will also be provided. Two weeks are included in the schedule for city review and comment for each submittal step. city comments will be addressed and included in subsequent submittals.

TASK 700 PERMITTING

Halff will complete an assessment of existing habitat condition at the project site with a focus at both the existing and proposed outfall locations. With the existing stormsewer outfall being abandoned construction on the seawall end of the outfall pipe is expected to cap and fill the pipe. The construction of the proposed outfall may also have temporary impact to the surrounding wetlands and underwater life in the area and will need to be reviewed. The field survey will be conducted to qualitatively document the presence/absence, relative cover and abundance of submerged aquatic resources and includes benthic habitat, considered essential fish habitat (EFH), seagrass, macroalgae and fish. The field survey will record resource locations to document habitat types and where possible, and the general condition or apparent health of the organisms will be noted. Upon completion of field data collection effort, a summary of the findings of the evaluation will be prepared for use in support of the permitting effort. The summary will include one or more maps of the project area indicating the location and extent of identified resources and will discuss the types of resources located and, their general ecological condition and include representative photos of each habitat type encountered.

Halff will prepare and submit permit applications to:

- US Army Corps of Engineers (USACE) - Nationwide Permit
- Pinellas County Water and Navigation Permit
- Southwest Florida Water Management District (SWFWMD) – ERP General Permit

For this task, Halff will prepare the environmental narrative to support the application submittal. The narrative will include a detailed discussion of the project site plan, assessments of the upland and wetland habitats, demonstration of efforts to avoid and minimize impacts to wetlands, and wetland impact areas (if needed). The narrative will also include maps depicting the project environmental conditions and the project wetland impacts based on the project site plan. As part of the application review, Halff will respond to up to two (2) Requests for Additional information from each resource agency.

Up to two (2) onsite meetings as requested by permitting agencies are included with this task.

Deliverables:

PDFs of permit applications for CLIENT's signature. Halff will forward signed applications to the permitting agencies.

TASK 800 BID SERVICES

- Review and respond to contractors' requests for information (RFIs)
- Assist in development of addendums
- Provide analysis of bids

Deliverables:

Bid services deliverables include PDFs of responses to RFIs, meeting minutes, and recommendation of award package.

COMPENSATION

SCHEDULE

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

See attached project schedule.

FEE SCHEDULE

The CLIENT shall pay HALFF the following fees for its services:

PROFESSIONAL SERVICES FEE SUMMARY			
Project Tasks		Lump Sum Fee	Hourly Estimated Fee
PHASE 100			
Task 100	Kickoff Meeting and Site Visit	\$ 1,900.00	N/A
Task 200	Subconsultant Coordination	\$ 2,200.00	N/A
Task 300	Utility Coordination	\$ 5,500.00	N/A
Task 400	Subsurface Utility Engineering (SUE)	\$ 16,500.00	N/A
Task 500	Geotechnical	\$ 5,600.00	N/A
Task 600	Design Drawings and Specifications	\$ 140,000.00	N/A
Task 700	Permitting	\$ 14,500.00	N/A
Task 800	Bid Services	\$ 5,200.00	N/A
TOTAL		\$ 191,400.00	\$ -
FEE SUMMARY			
		\$ 191,400.00	\$ -
Note: Reimbursable expenses are separate and will be charged at 1.1 times the direct cost.		Estimated	\$ -

Notes:

1. Permit fees will be paid by the CLIENT.
2. The total lump sum fee will not exceed \$191,400.00 without prior written approval from the City.

CLIENT'S RESPONSIBILITIES

1. Payment of all impact, review, and permitting fees
2. Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
3. Provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.
4. If HALFF is NOT providing surveying services under this agreement, the CLIENT shall provide HALFF with all surveys, including electronic point files and .dwg files for same, prepared by other surveyors.

SUPPLEMENTAL SERVICES

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

EXCLUSIONS

HALFF's Scope of Services expressly does NOT include the following services which are the obligation of the CLIENT or Owner, as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the CLIENT.

ENVIRONMENTAL & ARCHAEOLOGICAL

1. Environmental impact and cultural statements and assessments, jurisdictional waters of the US determination and/or Threatened or Endangered Species Evaluation
2. USACE Coordination and/or preparation of a Preliminary Jurisdictional Determination
3. Environmental testing services of any kind
4. Researching title records for environmental liens or activity and use limitations
5. Preparation, coordination, or attendance for any Environmental Board Approvals or Board of Adjustment meetings
6. Archaeological or Geological assessments

ARCHITECTURAL & STRUCTURAL

7. Any services related to building design or vertical construction elements
8. Structural design of retaining walls (including landscape/decorative) and pond walls
9. Entry or Monument Sign design and permitting
10. LEED services

STORMWATER, FLOODPLAIN AND DRAINAGE

11. Flood studies, conditional (CLOMR) or final FEMA Letter of Map Revision (LOMR)
12. Offsite Drainage Plans
13. Floodplain reclamation studies
14. Hydrogeologic reports
15. Storm Water Conveyance Studies or Design for Offsite conveyance of storm water
16. Low Impact Development (LID) design techniques
17. Dam design (embankment taller than 6 feet) and analyses for probable maximum flood event

SURVEYING

18. Surveying services including but not limited to Title searches, ALTA surveys, Tree Surveys or Boundary and topographic surveys
19. Construction staking
20. Recording of utility easements or other materials
21. Post-construction Improvement Survey
22. Preparation of franchise utility easement plats, including staking of franchise utilities
23. Acquisition of off-site easements and rights-of-way
24. Platting and/or Lot or tract split

25. Condo exhibits or documentation
26. Preparation or modification of a unified development agreement or other restrictive covenant document
27. Preparation or modification of a license agreement

ZONING AND LANDUSE

28. Zoning and Land Use services including but not limited to Zoning/Land-use changes, Conditional-Use, Special-Use, Variance and/or Annexation processes
29. Preparation and processing of major variance requests from City Codes

TRAFFIC AND OTHER OFFSITE IMPROVEMENTS

30. Offsite infrastructure capacity studies/assessments/analysis/designs
31. Offsite roadway design, access, and right-of-way permitting services
32. Offsite water and sewer extensions

LANDSCAPE ARCHITECTURE

33. Tree mitigation

CONSTRUCTION SERVICES

34. Quantity take-offs and/or Engineer's Opinion of Probable Construction Cost
35. Subsurface Utility Engineering
36. Bidding services
37. Oversight, implementation, monitoring, reporting, and implementation of SWPPP measures during construction, including all fees associated there with
38. Quality control and construction material testing services
39. Additional punch lists and final walks for phased approach to building and site temporary or permanent certificates of occupancy
40. Record Drawings or As-Built for private development work (only public improvements are included in scope)

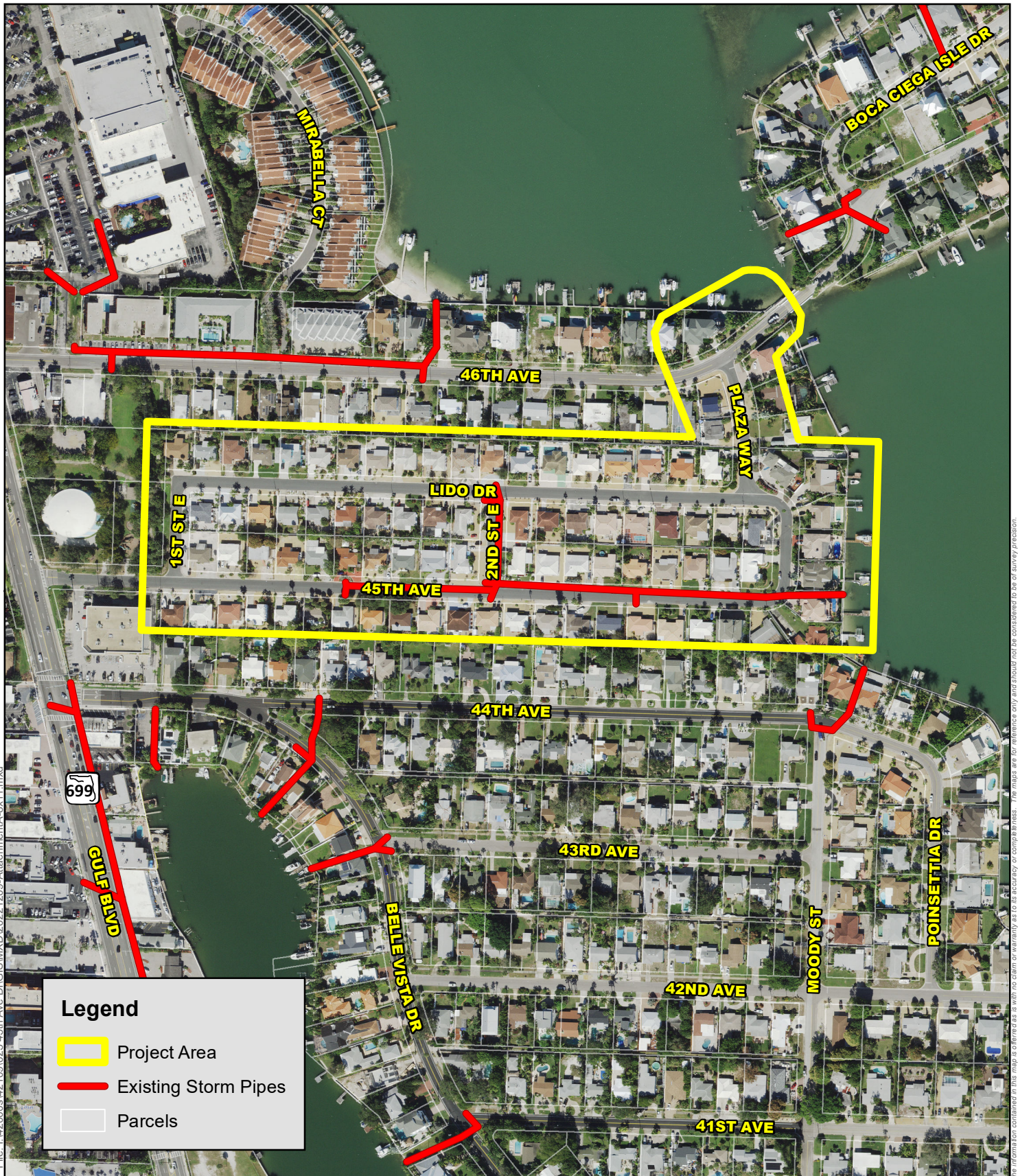
UTILITY SERVICES

41. Design of any facilities within the limits of the building and five (5) feet beyond
42. Fire protection system design
43. Design or specification of grinder pumps, force mains, or lift stations

GENERAL

44. Revisions to the plans requested by the Client after the plans are approved unless necessitated by discrepancy in the plans
45. Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
46. Formal feasibility study
47. Federal and state regulatory agency file reviews that require more than 20 days to obtain files
48. Management and oversight of CLIENT's other team members
49. Out of town travel expenses and professional fees

ATTACHMENT A



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



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



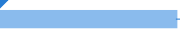
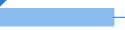
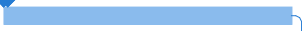
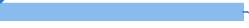
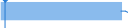
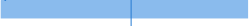
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1 IN. = 300 FT.

Attachment A Location Map

45th Ave
 Vicinity DI

PROJECT SCHEDULE

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	23		Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024				
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
1			Project Schedule	282 days	Mon 10/2/23	Tue 10/29/24																				
2			45th Ave Drainage Improvement Design	280 days	Mon 10/2/23	Fri 10/25/24																				
3			Kickoff Meeting and Site Visit	15 days	Mon 10/2/23	Fri 10/20/23																				
4			Topographic Survey	14 days	Mon 10/23/23	Thu 11/9/23	3																			
5			Utility Coordination	45 days	Mon 10/23/23	Fri 12/22/23	3																			
6			Subsurface Utility Engineering (SUE)	30 days	Mon 10/23/23	Fri 12/1/23	3																			
7			Subconsultant Coordination	45 days	Mon 10/23/23	Fri 12/22/23	3																			
8			Geotechnical	30 days	Mon 10/23/23	Fri 12/1/23	3																			
9			Desgin Drawings and Specifications	220 days	Mon 12/25/23	Fri 10/25/24																				
10			30% Submittal	70 days	Mon 12/25/23	Fri 3/29/24	4,6,5,7,8																			
11			100% Submittal	60 days	Mon 4/1/24	Fri 6/21/24	10																			
12			Final Submittal	30 days	Mon 6/24/24	Fri 8/2/24	11																			
13			Permitting	60 days	Mon 6/24/24	Fri 9/13/24	11																			
14			Bid Services	60 days	Mon 8/5/24	Fri 10/25/24	12																			
Project: Project Schedule.mpp Date: Mon 10/9/23			Task		Project Summary		Manual Task		Start-only		Deadline															
			Split		Inactive Task		Duration-only		Finish-only		Progress															
			Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress															
			Summary		Inactive Summary		Manual Summary		External Milestone																	
Page 1																										

SUB SCOPE OF SERVICES

September 19, 2023

Mr. Tony Fromen, PE
Halff Associates

Via Email: tfromen@halff.com

Subject: Proposal for Geotechnical Engineering Services
45th Ave. Drainage Improvements
St. Pete Beach, Florida
AREHNA B.Prop-23-209

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a lump sum fee and schedule.

Project Description

The project includes drainage improvements along 45th Avenue and Lido Drive along with a pump station on 46th Avenue in St. Pete Beach, Florida. This is a residential neighborhood. Based on recent aerial images, traffic should be light, and it appears the borings can be completed mostly on the shoulder without significantly affecting traffic. This proposal assumes that no permits or flagging operations will be required to complete the fieldwork.

Scope of Services

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

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for shallow foundations supporting the pump station structure.
- General geotechnical recommendations for the proposed construction including excavation, backfill and compaction requirements for open cut pipe installation.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Provide Maintenance of Traffic consisting of signs/cones as needed (no flagging operations should be necessary).

- Perform a total of 4 Standard Penetration Test (SPT) borings at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. SPT borings will be performed as follows:
 - Three SPT borings will be performed to a depth of 15 feet below the existing ground surface along proposed pipeline areas.
 - One SPT boring will be performed to a depth of 20 feet below existing ground surface at (or as close as practical to) the proposed pump station location.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

Schedule

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

Service Fee

We propose to complete our geotechnical engineering services for a lump sum fee of \$5,600.00. The attached Work Order is an integral part of this proposal. To authorize our services, please sign the work order or reference this proposal in a letter of authorization. Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

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

Sincerely,
AREHNA Engineering, Inc.



Tate Cozort, E.I.
Staff Engineer



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

Attachments: Work Order



Project Name ("Project"): 45th Ave. Drainage Improvements
Proposal No. ("Proposal"): B.Prop-23-209
Date of Proposal: 9/19/2023
Project Location ("Site"): 45th Ave., St. Pete Beach, FL
Client: Half Associates
Client Address:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AREHNA Engineering, Inc.

Half Associates

Signature of Authorized AREHNA Representative

Signature of Authorized Client Representative

Print Name and Title

Print Name and Title

Date

Date

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to continue lot split request 23079 to the November 14, 2023 City Commission meeting.

Strategic Objective: N/A

Date: November 6, 2023

Prepared By: Brandon Berry, Planner II

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Applicant requests City Commission approval to split the existing parcel at 102 15th Ave into two 50x100' lots as originally platted, pursuant to Land Development Code Sec. 20.14.(c). Staff is requesting the case be continued to the November 14, 2023 City Commission meeting at the request of the applicant.

Funding: N/A

Attachments:

1. 23079 Staff Case Report
2. 23079 Application, Surveys & Supporting Documents



**PLANNING & ZONING DIVISION
STAFF FINDINGS REPORT
TO THE
CITY COMMISSION**

Lot Split Request No. 23079

Property Owner: Dave Feinberg of Sea Biscuit Properties LLC

Meeting Date: October 24, 2023

Prepared By: Brandon Berry, Planner, Planning and Zoning Division

REQUEST	Applicant requests to split an existing 100x100' (10,000 SF) lot into two 50x100' (5,000 SF) lots.
SUBJECT PROPERTY	102 15 th Ave; WEBSTER'S MAP, WARREN BLK C, LOTS 48 AND 57; Parcel ID #18-32-16-95454-005-0480
LAND USE / ZONING	RLM-2/PAG
FEMA FLOOD ZONE	AE-9 (Landward of LiMWA)
HISTORIC STATUS	The property formerly contained a four-unit residence.
SURROUNDING AREA	North – 15 th Ave/Hurley Park South – Single-family home and vacant parcel West – Single-family home East – Alleyway, single-family home and vacant parcel

BACKGROUND and ANALYSIS

The property is currently vacant following the demolition of a former non-contributing four-plex that spanned both lots of the subject property in August 2022. The owner is requesting to split the property to the two original platted lots (Warren Webster's Map Block C, Lots 48 & 57 – platted 1924), sized 50x100', which would allow a single-family home constructed to either the underlying RLM-2 or House-Medium building type of the Pass-a-Grille Overlay District on each of the resulting lots.

The zoning code prohibits replatting in the RLM-2 District when it would result in an increase in density. In the subject case, the request is either reducing or keeping consistent allowable density. Pursuant to the Pass-a-Grille Overlay provisions, the owner has the option to reconstruct a four-plex provided that the living square footage does not increase above that of the structure formerly on the property and the residence is constructed to the Pass-a-Grille Overlay District standards. Alternatively, they could redevelop a single-family home or duplex on the parcel as it is currently combined without being limited to the square footage of the former structure. If the parcel were to be split to the original Lots 48 and

57, each would be sized to contain no more than one single-family home. Should the split be approved by the City Commission, and undertaken, the ability to construct a four-plex at the property would be eliminated.

No variances are required, nor is a formal subdivision needed, to permit the lot split. The land use and zoning category for the RLM-2 zoning district requires each lot to be at least 4,400 SF in area and 40 feet in width to support one detached single family home. Each resulting lot would be 5,000 SF in area and 50 feet in width.

Per Land Development Code Section 20.14, "Assembly or parcel splits shall only be permitted through the City Commission, to determine the compatibility and respect for the existing character of the PAG Overlay District".

Compatibility and Respect for Existing Character

Staff finds the resulting lots would be respectful of the character of the neighborhood. The majority of the lots comprising the Webster's Map plat remain in their original platted dimensions of 50x100'. The property is bounded by single-family homes to the west, south, and east, each of which would be permitted the same RLM-2 or House-Medium development options of the subject property were they to be redeveloped. Aside from the Inn on the Beach, a twelve-unit lodging at the southwest corner of the block, the majority of the developments in the vicinity are single-to-three family homes.

Surrounding Existing Unit Count



Recommendation

Staff generally finds the split to produce lots that are compatible with those in the vicinity, and will produce development that is promoted in the subject zoning district. It also reduces potential overall density in the neighborhood, which creates compliance between the lot and the zoning code. Staff recommends approval.

Lot Split for 102 15th Ave Lots 48 & 57.-Sea Biscuit Properties, LLC

<i>Application for Lot Split</i>	<i>2</i>
<i>Survey</i>	<i>4</i>
<i>LOT 48 SURVEY (EAST LOT)</i>	<i>5</i>
<i>LOT 57 SURVEY (WEST LOT)</i>	<i>6</i>
<i>City Zoning Letter</i>	<i>7</i>
<i>DIVISION 11 RLM 2 RESIDENTIAL DISTRICT</i>	<i>16</i>
<i>DIVISION 20 PAG PASS A GRILLE OVERLAY DISTRICT</i>	<i>19</i>



CITY OF ST PETE BEACH

LOT SPLIT/LOT ASSEMBLY APPLICATION

Property Information	
Project Address or Location: 102 15th Ave - Webster's Map, Warren Blk C Lots 48 AND 57	☒ Inside City Limits or ☐ Outside City Limits
County Property Appraiser Tax Parcel ID Number(s):	
a. 18-32-16-95454-005-0480	
b. _____	
c. ☐ See attached list of parcel ID numbers	
Existing Future Land Use Map Designation: Residential Low Medium	
Existing Zoning District Designation: RLM-2/PAG	
Existing Use: 4 units	
Is this property in a Special District? ☐ No ☐ Yes, if yes, ☐ Pass-a-Grille _____	
General description of request or project: Condition related demo, zoning not allowing to retain density, no market for maintaining parcel	

Type of Submittal to be Reviewed (check all that apply)
☒ Lot Split in the Pass-a-Grille Overlay Area (LDC 20.12), lots may not be split to a size smaller than the platted lot of record and/or building types of the Pass-a-Grille Overlay District.
☐ Lot Split in areas outside of PAG, that includes original Plat of combined lots (City Manager review/approval, LDC 24.4)
☐ Lot Split and Plat (City Commission approval, see section LDC. 24.2- 24.3 for RU-1, RU-2, RLM-1, RLM-2)
☐ Lot Assembly in the Pass-a-Grille Overlay Area (City Commission approval, LDC 20.14)
☐ Lot Assembly in areas outside of PAG, that includes original Plat of combined lots (City Manager review/approval, LDC 24.4)
☐ Other (describe):

Property Owner Information		Representative Information (if other then the owner)	
Name: SEA BISCUIT PROPERTIES LLC		Name:	
Address: 1407 PASS A GRILLE WAY		Address:	
City: ST PETE BEACH	State: FL	City:	State:
Zip: 33706		Zip:	
Phone: 727-643-6007		Phone:	
Email: mauricefeinbergjr@gmail.com		Email:	
Firm Name: N/A		Firm Name:	

For Office Use Only	
Date and Time Received: _____ By: _____	Permit Number: _____
Additional Rec'd Date/Time: _____ By: _____	Meeting Scheduled for: Date: ____/____/____
Application Status: ☐ Complete ☐ Incomplete	Or No Meeting Required: ☐
	Fee: _____

Lot Split/Lot Assembly Conditions :

The following conditions must exist in order to split a parcel under this process:

1. Created parcels (lots) must have frontage on a public right-of-way.
2. Newly created parcels must meet all zoning requirements, including minimum buildable lot area above the 100 year flood prone elevation, lot width, etc. (zoning district standards and/or overlay standards)
3. Existing structures and improvements (to remain) must meet the minimum setback requirements after the split without a variance. Structures and improvements to be demolished shall be identified.
4. If structures and/or improvements must be demolished to lot split/assemble the parcel, they shall be identified and outlined as necessary for the review.

Required Submittal Materials:

Submit requirements for each review type are identified below. Requests with incomplete forms or accompanying materials will not be processed or reviewed.

Submittal requirements for preliminary review:

5. The preliminary reviews fee: \$50.00
6. Completed request for lot split/lot assembly review form.
7. An area location map, indicating the property described in the legal description. Said map shall be sufficiently referenced to known major streets, waterways or other physical boundaries so as to be clearly identifiable to the general public.
8. Lot Split- Copy of the previously platted lots where no new parcels result in lots of less area, width or depth than the original lots of record.
9. Lot Assembly- Copy of the previously platted lots that identify to lots of record that are being assembled
10. Copy of the Pinellas County Property Appraiser's Parcel ID Card for each parcel that is part of the request.
11. Copy (not to exceed 11" x 17") of the proposed lot split/lot assembly, which shows the boundaries of the original parcel and each proposed parcel(s).
12. Copy of the current warranty deed for the subject property.
13. Copy of the Federal Emergency Management Agency (FEMA) flood insurance map with the property boundaries drawn on it.

Submittal requirements for final review:

14. Final review fee: \$50.00 (checks made payable to St. Pete Beach)
15. Survey for each lot that must include and identify:
 - a. Overall legal description of the original parcel and proposed lots
 - b. The legal description of all existing or proposed easements
 - c. All existing structures and improvements
 - d. The 100-year flood zone and elevation
 - e. All surface water bodies
 - f. All wetlands and the amount of acreage inside and outside of the jurisdictional wetland line

**Return this form and
accompanying materials to:**

City of St Pete Beach
Planning Department
155 Corey Avenue
St. Pete Beach, FL

Tel: 727-363-9253

SET (TBM) N&D LB#760
EL.=3.30'

MANGROVE STREET (P)
15TH AVENUE (F)

50' R/W
28.7' ASPHALT PAVEMENT - "A" CURB

SECTION 18, TOWNSHIP 32S, RANGE 16E



NORTH BASIS:
PLAT
SCALE: 1" = 20'

CERTIFIED TO: SEA BISCUIT PROPERTIES, LLC
FISHER & SAULS, P.A
COMMONWEALTH LAND TITLE INSURANCE COMPANY

LEGEND:

- TBM = TEMPORARY BENCH MARK
- SIR = SET IRON ROD
- FIR = FOUND IRON ROD
- FOE = FOUND OPEN END
- OHE = OVERHEAD ELECTRIC
- FPP = FOUND PINCH PIPE
- N&D = NAIL AND DISK
- M = MEASURED
- P = PLAT
- F = FIELD
- CONC = CONCRETE
- R/W = RIGHT OF WAY
- FCM = FOUND CONCRETE MONUMENT
- A/C = AIR CONDITIONER
- ENCR. = ENCHROACHMENT
- WF = WOOD FENCE
- M/S = METAL SHED
- EL = ELEVATION
- = WATER METER
- = WOOD POWER POLE
- = DRAIN INLET
- = SANITARY MANHOLE

A BOUNDARY SURVEY OF

LOTS 48 AND 57, BLOCK C, WARREN WEBSTER'S
MAP, ACCORDING TO THE MAP THEREOF
RECORDED IN PLAT BOOK 5, PAGE 38,
PUBLIC RECORDS OF
PINELLAS COUNTY, FLORIDA.

I hereby Certify that the survey represented hereon meets the
requirements of Chapter 61C17-6, Florida Administrative Code

JOHN C. BRENDLA

Florida Surveyor's Registration No. 1269
Certificate of Authorization No. LB 760

BOUNDARY SURVEY WITH IMPROVEMENTS - 2/20/09
ELEVATION CERTIFICATE - 2/20/09

Flood Zone: AE, Minimum Elevation 10 Feet
Community Panel No. 125149 12103C0278G, Revised 9/03/03

Basis of Bearings:
NONE PER PLAT, ANGLES MEASURED

Benchmark:
#288 (Y 135) EL.=4.055' N.G.V.D.
ADJUSTED TO EL.=3.32' N.A.V.D. M.S.L. = 0.00'

This Survey was prepared with the benefit title search
Commitment #S2482-143625 written by the
Commonwealth Land Title Insurance Company, dated
01/02/2009 @ 8:00 am

NOTE: This survey is made for the exclusive use of
the current owners of the property and also those
who purchase, mortgage or guarantee the title
thereto within one (1) year from date hereof.

F.B.: 63 PG: 68
878 24

0902-32.CRD

John C. Brendla & Associates, Inc.
CONSULTING ENGINEERS AND LAND SURVEYORS
4015 82nd Avenue North ~ Pinellas Park, Florida 33781
phone (727) 576-7546 fax (727) 577-9932

Job Number
0902-32

DRW: HT

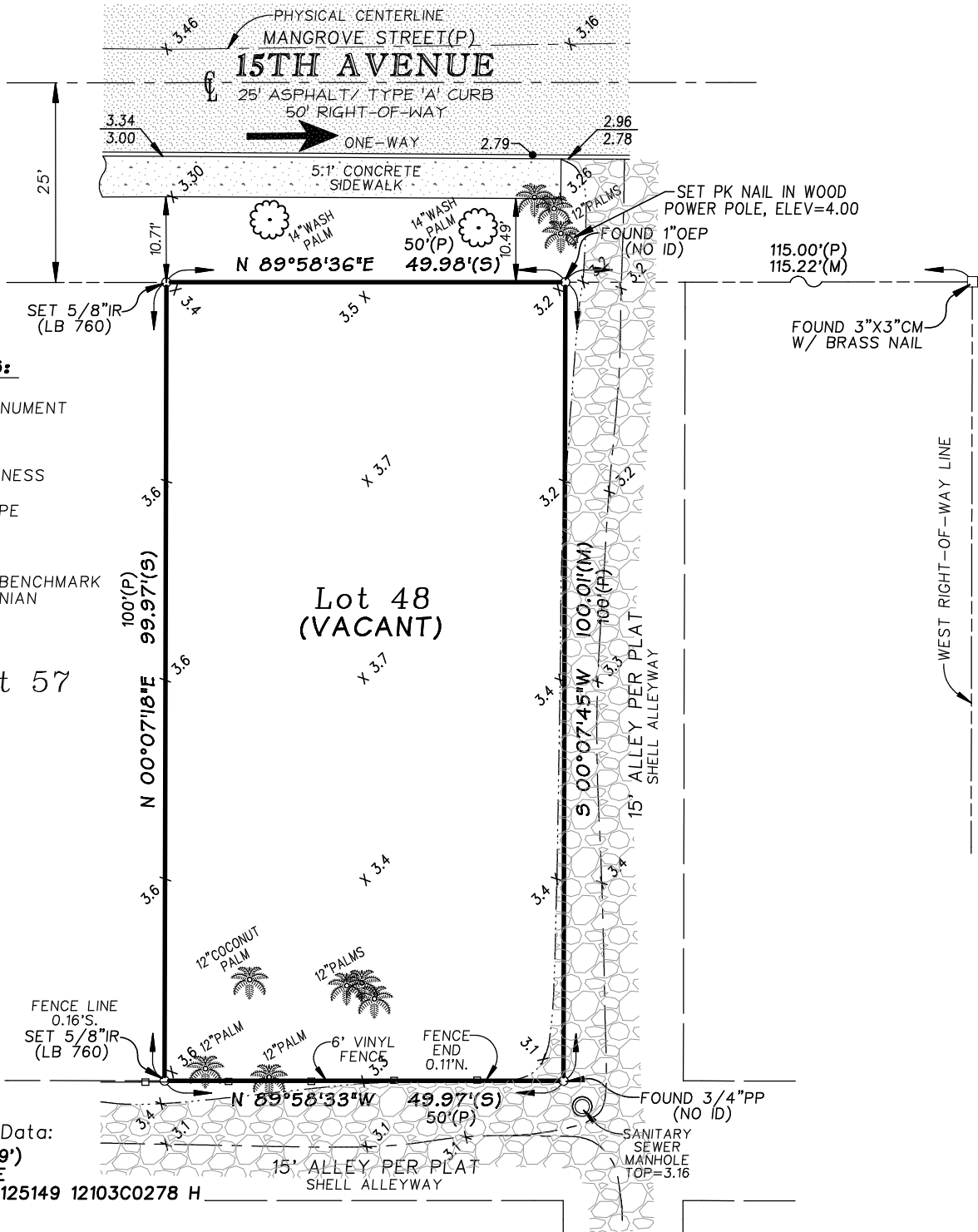
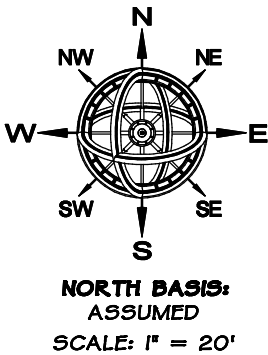
SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

CERTIFIED TO:
SEA BISCUIT PROPERTIES, LLC

LEGAL DESCRIPTION

LOT 48, BLOCK 'C', ACCORDING TO THE PLAT OF
WARREN WEBSTER'S MAP
AS RECORDED IN PLAT BOOK 5, PAGE 38 OF THE
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BOUNDARY SURVEY WITH ELEVATIONS
AND TREES - 10/08/22



ABBREVIATIONS:

- CL = CENTERLINE
- CM = CONCRETE MONUMENT
- ELEV = ELEVATION
- ID = IDENTIFICATION
- IR = IRON ROD
- LB = LICENSED BUSINESS
- (M) = MEASURED
- OEP = OPEN END PIPE
- (P) = PLAT
- PP = PINCH PIPE
- (S) = SET
- TBM = TEMPORARY BENCHMARK
- WASH = WASHINGTONIAN

FEMA Flood Zone Data:
FLOOD ZONE(S): AE(9')
NO COASTAL A ZONE
COMMUNITY PANEL #125149 12103C0278 H
REVISED 8/24/21

Assumed Basis of Bearings:
SOUTH RIGHT-OF-WAY LINE OF 15TH AVENUE
AS BEING N.89°58'36"E., ASSUMED.
(NO PLAT BEARINGS)

Reference Benchmark:
PINELLAS COUNTY MAP #288 (Y 135)
ELEV=4.055' NGVD, ADJUSTED TO
ELEV=3.32' NAVD, MSL=0.00'

NOTE: This survey is made for the
exclusive use of the current owners
of the property and also those who
purchase, mortgage or guarantee the
title thereto within one (1) year from
latest date shown hereon.

	63	68
0902-32.CRD	878	24
FIELD BOOK	976	PAGE(S) 70

This survey was prepared without the benefit of a title search and is
subject to all easements, rights-of-way, and other matters of record.

NOTE: Survey not valid without the signature and the original
raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that the survey represented hereon meets
the requirements of Chapter 53-17, Florida
Administrative Code.

JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760
REGISTERED SURVEYOR & MAPPER

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

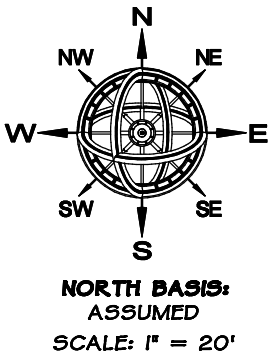
SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

CERTIFIED TO:
SEA BISCUIT PROPERTIES, LLC

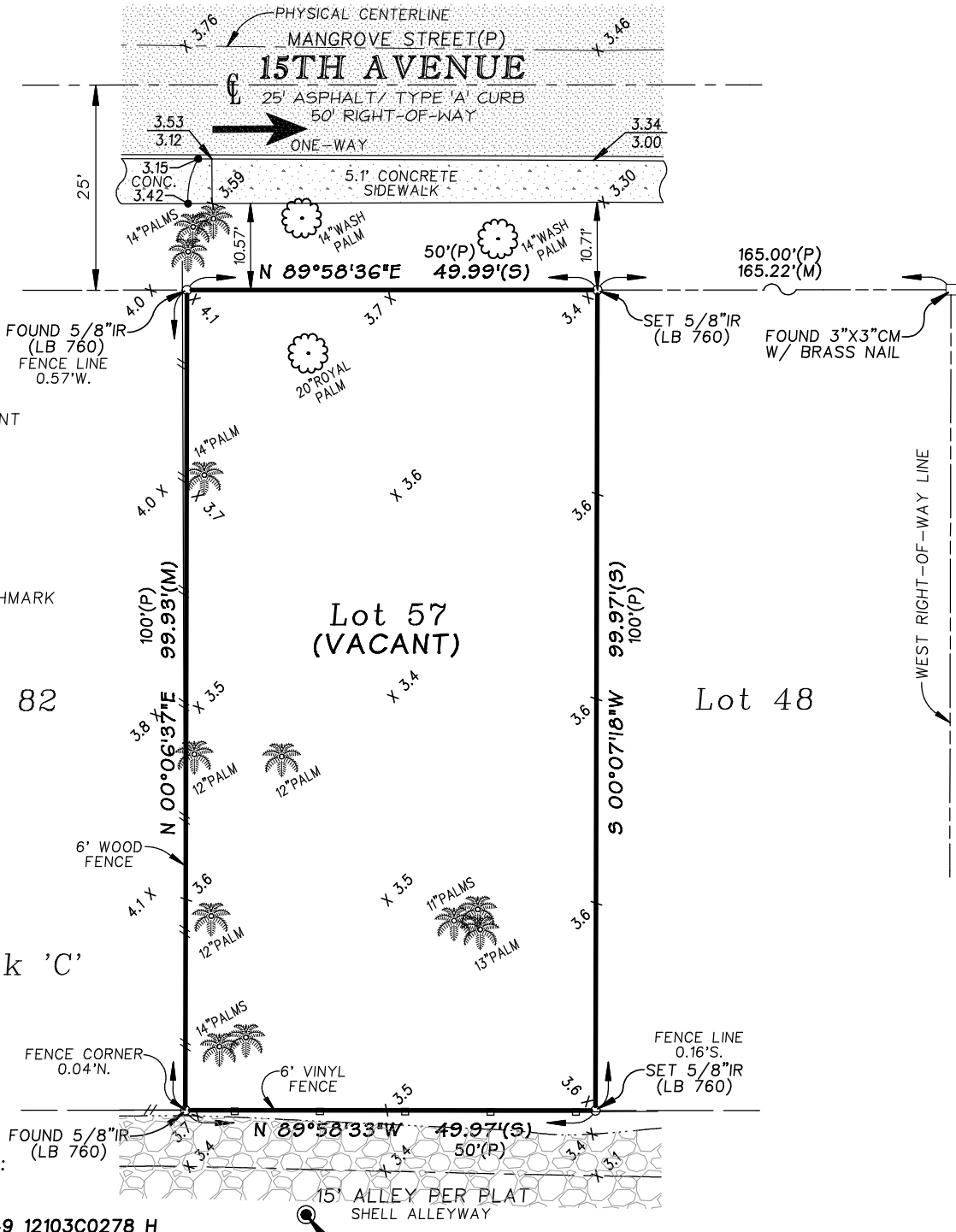
LEGAL DESCRIPTION

LOT 57, BLOCK 'C', ACCORDING TO THE PLAT OF
WARREN WEBSTER'S MAP
AS RECORDED IN PLAT BOOK 5, PAGE 38 OF THE
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BOUNDARY SURVEY WITH ELEVATIONS
AND TREES - 10/08/22



(NAVD)
SITE TBM ELEV=3.27'
SET NAIL & DISK (LB 760)
IN ASPHALT PAVEMENT



ABBREVIATIONS:

- C = CENTERLINE
- CM = CONCRETE MONUMENT
- ELEV = ELEVATION
- ID = IDENTIFICATION
- IR = IRON ROD
- LB = LICENSED BUSINESS
- (M) = MEASURED
- OEP = OPEN END PIPE
- (P) = PLAT
- PP = PINCH PIPE
- (S) = SET
- TBM = TEMPORARY BENCHMARK
- WASH = WASHINGTONIAN

Lot 82

Lot 57
(VACANT)

Lot 48

Block 'C'

PASS-A-GRILLE WAY
FLORIDA AVENUE (P)

(0909-32AB LOTS 48 & 57 BLK C WARREN WEBSTERS MAP.GXD)

FEMA Flood Zone Data:
FLOOD ZONE(S): AE(9')
NO COASTAL A ZONE
COMMUNITY PANEL #125149 12103C0278 H
REVISED 8/24/21

Assumed Basis of Bearings:
SOUTH RIGHT-OF-WAY LINE OF 15TH AVENUE
AS BEING N.89°58'36"E., ASSUMED.
(NO PLAT BEARINGS)

Reference Benchmark:
PINELLAS COUNTY MAP #288 (Y 135)
ELEV=4.055' NGVD, ADJUSTED TO
ELEV=3.32' NAVD, MSL=0.00'

(NAVD)
SITE TBM ELEV=3.17'
FOUND 5/8"IR (LB 760)

NOTE: This survey is made for the
exclusive use of the current owners
of the property and also those who
purchase, mortgage or guarantee the
title thereto within one (1) year from
latest date shown hereon.

0902-32.CRD 63 68
878 24
FIELD BOOK 976 PAGE(S) 70

This survey was prepared without the benefit of a title search and is
subject to all easements, rights-of-way, and other matters of record.

NOTE: Survey not valid without the signature and the original
raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that the survey represented hereon meets
the requirements of Chapter 58-17, Florida
Administrative Code.

JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

JOB# 0902-32B
Drawn: DS



May 12, 2022

Melinda Pletcher, Realtor
Smith & Associates Real Estate
mpletcher@smithandassociates.com

Re: 102 15th Avenue, St. Pete, Beach, Florida
Zoning and Land Use: RLM-2/PAG (Residential Low Medium/Pass-a-Grille
Overlay District)

Dear Ms. Pletcher:

This letter is in response to your inquiry regarding the historic status of 102 15th Avenue in Pass-a-Grille, the existing number of legal units, and its catastrophic and elective development rights.

Historic Status

With respect to the current historic status of 102 15th Avenue I have researched the City's records as you requested and conducted a site visit to the property on Monday, May 9th, 2022. After viewing the exterior of the property and review of the information the City has in its historic and property files, I concur with you that this property should be re-evaluated with respect to its current non-contributing status. The Property Appraiser's office has a 1941 construction date, and it certainly blends in with its neighbors along the south side of 15th Avenue.

I checked the City's list of historically surveyed properties in the Pass-a-Grille National Register Historic District dated April 2015 and this property was listed as a non-contributing resource. A review of the State's Florida Master Site File listing of historic properties in Pass-a-Grille did not contain a FMSF listing for 102 15th Avenue. Finally, I checked the inventory of properties surveyed in the 1986 survey of Pass-a-Grille and found that there is a preliminary and partially completed FMSF in in our office and "NC" is written on the form representing a "Non-Contributing" status The historic surveyor was Gladys Cook who also noted that the condition of the building was "excellent" and the integrity of the building was "unaltered." It is not known if the building was re-evaluated in 2015.

Review of the property's historic Pass-a-Grille property cards located in the City's Planning offices did not yield much information because the last date on them (two cards showing two vacant lots) was May 1936. The Pinellas County Property Appraiser records indicate that the building was constructed in 1941 over the two lots: Webster's Map, Warren Blk C, Lots 48 and 57. A re-evaluation of the property might yield a different status. The benefit of having a contributing building is that the property would have the option of seeking local landmark status which is usually granted to those properties that are contributing to the historic district. Once locally landmarked, there are additional benefits including the potential to obtain a FEMA variance through the Certificate of Appropriateness (COA) process provided that the proposed work was consistent with the Secretary of the Interior's Standards for Rehabilitation. Seeking such a COA and FEMA variance must always be reviewed by the Historic Preservation Board which has the authority to grant, grant with modifications, or deny such a request.

An additional benefit of local landmarking is the option to seek the City's local Ad Valorem Tax Exemption Program. This program allows for a property tax exemption for up to 100% of the increase in assessed improvements resulting from an approved rehabilitation of a qualified historic property. If interested, additional information can be provided by our office.

Existing Number of Legal Units

The Pinellas County Property Appraiser records indicate that this property contains four (4) residential units. Nothing was found in the City's records to contradict this finding.

Allowable Number of Units Per Zoning Classification (RLM-2/PAG)

The RLM-2 allows residential units as permitted principal uses and structures, including multifamily. (LDC Sec. 11.2) I have attached a copy of the RLM-2/PAG for your records.

The RLM-2 is also governed by LDC Sec. 11.6 pertaining to minimum zoning lot requirements. This section of the LDC required there be 4,356 square feet of land area per dwelling unit. By that standard four units require 17,424 sq. ft. of lot area today. The existing property is 10,000 sq. ft. in size which would allow only two (2) units by today's standards. However, because these four units are legally existing, they are a grandfathered nonconforming residential use. I have attached a copy of LDC Sec. 3.10(d) pertaining to *Grandfathered nonconforming residential uses*. Please contact me if you or your client has any questions or would like more clarification of this Code provision. This section also deals with catastrophic loss and the reconstruction of the property.

However, if the property owner wanted to demolish and rebuild voluntarily (or due to demolition by neglect), then the grandfathered status would be lost, and

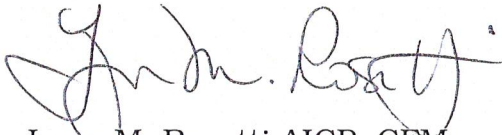
full compliance of the RLM-2 requirements would prevail. Again, this means the existing square footage of land would allow only two (2) residential units if redeveloped.

PAG (Pass-a-Grille Overlay) District

The use of these Code provision will likely not be utilized because of the *Grandfathered nonconforming residential uses* provisions which strictly limit any increase to the size and height of the existing building except to elevate where necessary to comply with flood hazard mitigation requirements. As such, I will not be attaching the PAG guidelines. Please advise me if you would like a copy of these regulations anyway and I will send them to you. .

I hope this answers your questions. Please feel free to contact me if you need additional information or clarification. I can be reached at 727-363-9266.

Best regards,

A handwritten signature in black ink, appearing to read "Lynn M. Rosetti". The signature is fluid and cursive, with a large initial "L" and "R".

Lynn M. Rosetti AICP, CFM
Contract Planner
Planning Division
City of St. Pete Beach

cc: Jennifer McMahon,

Attachments: Pinellas County Property Appraiser Compact Property Card
RLM-2 Residential District regulations
LDC Sec. 3.10(d) *Grandfathered nonconforming residential uses*

Sec. 11.1. Purpose and intent.

The RLM-2 Residential District is intended for mixed residential areas designated within the RLM Residential Low Medium land use category on the future land use maps. Certain other structures and uses required to serve governmental, religious and non-commercial recreational needs of such areas may be permitted, subject to restrictions and requirements intended to preserve the character of such district.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RLM-2 Residential District are as follows:

- (a) *Residential dwellings*—Detached single-family, multifamily and two-family. Such dwellings shall not be used for transient occupancy.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2004-18, § 5, 8-24-04)

Sec. 11.3. Permitted accessory uses and structures.

(a) Uses and structures, as regulated in section 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 11.5.

- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.

(c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.

(d) Temporary structures under the provisions of section 6.11, Supplemental Regulations of this Code.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2013-08, § 1(Exh. A), 2-26-13)

Sec. 11.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RLM-2 Residential District are as follows:

- (a) Recreational—Public parks and/or recreational facilities.

- (b) Schools, public.

- (c) Utility substations and/or rights-of-way.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.5. Prohibited uses and structures.

All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the RLM-2 Residential District.

Any use which has been determined under the provisions of Chapter 46 of the Code of Ordinances to be potentially noxious, dangerous or offensive to residents of the district or to those who pass by on public roadways or likely for other reasons to be incompatible with the character of the district, is hereby prohibited in the RLM-2 Residential District.
(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.6. Minimum zoning lot requirements.

The maximum residential density permitted in the RLM-2 Residential District shall not exceed ten units per acre. The minimum lot area and width requirements in the RLM-2 Residential District are as follows:

(a) *Detached single-family dwellings.*

(1) *Lot area:* 4,400 square feet.

(2) *Lot width:* 40 feet.

(b) *Multifamily and two-family dwellings.*

(1) *Lot area:* 4,356 square feet for each dwelling unit.

(2) *Lot width:* 50 feet.

(c) *All other uses.* The lot area and width requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.

(1) *Lot area:* 4,400 square feet.

(2) *Lot width:* 40 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.7. Minimum yard requirements.

The minimum yard requirements for principal structures in the RLM-2 Residential District are as required in this section.

(a) *Residential dwellings.*

(1) *Front yard:* 20 feet.

(2) *Secondary front yard:* Ten feet.

(3) *Side yards:* Ten percent of the lot width.

(4) *Rear yard:* 20 feet.

(b) *All other uses.* The yard requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.

(1) *Front yard:* 20 feet.

(2) *Secondary front yard:* Ten feet.

(3) *Side yards:* Ten percent of the lot width.

(4) *Rear yard: 20 feet.*

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.8. Maximum height of structures.

The maximum height for all structures shall be 30 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.9. Minimum off-street parking requirements.

Shall be in accordance with the requirements of division 23 of the Land Development Code, Off Street Parking and Loading.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2008-32, § 1, 8-26-08)

Sec. 11.10. Landscaping required.

All uses shall be landscaped in accordance with the provisions of division 22 of the Land Development Code.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.11. Maximum floor area ratio.

Maximum floor area ratio (FAR) for non-residential uses: 0.40.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.12. Maximum impervious surface ratio.

The lot area used in the calculation of the maximum impervious surface ratio shall exclude any portion of the property lying Gulfward of the city's coastal construction and excavation setback line.

Maximum impervious surface ratio (ISR) for residential uses: 0.70.

Maximum impervious surface ratio (ISR) for non-residential uses: 0.75.

(Ord. No. 03-7, § 3, 5-1-03)

- b. There shall be no increase in the number of units by expansion or alteration of the use.
- c. Except as provided for elsewhere in this Code, any property, upon which there are one or more buildings having such pre-existing nonconforming number of units shall be brought into conformity with the density requirements of this ordinance when any building is proposed to be substantially improved.
- (d) *Grandfathered nonconforming residential uses.* Notwithstanding the provisions of paragraph (c)(2) above and paragraph (e) following, nonconforming residential properties having a greater number of units than currently allowed under the provisions of the comprehensive plan and this Code that are lost through a catastrophic event may be reconstructed with the same number of units as they had prior to the loss under the following conditions:
 - (1) For the purposes of this subsection only, transient accommodations shall be considered to be residential properties.
 - (2) The applicant can verify to the satisfaction of the city that the property contained the number of units, square footage and height that are proposed for replacement;
 - (3) The replacement structure(s) shall be no larger in square footage, nor taller than the original structure, except that structure height may be increased by the height of the base flood elevation where necessary to comply with flood hazard mitigation requirements;
 - (4) Provided there are no conflicts with other codes and that no adverse impacts on adjacent properties will be created, the replacement structure(s) may be permitted to be constructed with the same footprint as the original structure(s);
 - (5) The replacement structure(s) shall meet all other local, state and federal requirements in place at the time of replacement; and
 - (6) Permits to rebuild under these provisions shall be obtained within one year of the catastrophic loss unless a general extension of time has been granted by the city commission.
- (e) *Nonconforming accessory structures.* No nonconforming accessory structure shall continue after the principal use or structure is terminated by abandonment, damage, or destruction. In addition to the other provisions of this section applicable to nonconforming structures, the following additional conditions shall apply to nonconforming accessory structures:
 - (1) Any nonconforming accessory structure shall be brought into conformity with these regulations whenever a substantial improvement to the structure or the principal structure on the property is proposed and approved. Notwithstanding the foregoing, any accessory structure which is designated and constructed as a garage, the principle purpose of which is the storage of motor vehicles for

102 15TH AVE, ST PETE BEACH 33706-

Map Id: 300

0820 Duplex-Triplex-Fourplex

**** VALUE SUBJECT TO CHANGE ****

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DIVISION 11 RLM-2 RESIDENTIAL DISTRICT

Sec. 11.1. Purpose and intent.

The RLM-2 Residential District is intended for mixed residential areas designated within the RLM Residential Low Medium land use category on the future land use maps. Certain other structures and uses required to serve governmental, religious and non-commercial recreational needs of such areas may be permitted, subject to restrictions and requirements intended to preserve the character of such district.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RLM-2 Residential District are as follows:

- (a) *Residential dwellings*—Detached single-family, multifamily and two-family. Such dwellings shall not be used for transient occupancy.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2004-18, § 5, 8-24-04)

Sec. 11.3. Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in section 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 11.5.
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures under the provisions of section 6.11, Supplemental Regulations of this Code.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2013-08, § 1(Exh. A), 2-26-13)

Sec. 11.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RLM-2 Residential District are as follows:

- (a) Recreational—Public parks and/or recreational facilities.
- (b) Schools, public.
- (c) Utility substations and/or rights-of-way.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.5. Prohibited uses and structures.

All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the RLM-2 Residential District.

Any use which has been determined under the provisions of Chapter 46 of the Code of Ordinances to be potentially noxious, dangerous or offensive to residents of the district or to those who pass by on public roadways or likely for other reasons to be incompatible with the character of the district, is hereby prohibited in the RLM-2 Residential District.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.6. Minimum zoning lot requirements.

The maximum residential density permitted in the RLM-2 Residential District shall not exceed ten units per acre. The minimum lot area and width requirements in the RLM-2 Residential District are as follows:

- (a) *Detached single-family dwellings.*
 - (1) *Lot area:* 4,400 square feet.
 - (2) *Lot width:* 40 feet.
- (b) *Multifamily and two-family dwellings.*
 - (1) *Lot area:* 4,356 square feet for each dwelling unit.
 - (2) *Lot width:* 50 feet.
- (c) *All other uses.* The lot area and width requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.
 - (1) *Lot area:* 4,400 square feet.
 - (2) *Lot width:* 40 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.7. Minimum yard requirements.

The minimum yard requirements for principal structures in the RLM-2 Residential District are as required in this section.

- (a) *Residential dwellings.*
 - (1) *Front yard:* 20 feet.
 - (2) *Secondary front yard:* Ten feet.
 - (3) *Side yards:* Ten percent of the lot width.
 - (4) *Rear yard:* 20 feet.
- (b) *All other uses.* The yard requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.

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- (1) *Front yard*: 20 feet.
 - (2) *Secondary front yard*: Ten feet.
 - (3) *Side yards*: Ten percent of the lot width.
 - (4) *Rear yard*: 20 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.8. Maximum height of structures.

The maximum height for all structures shall be 30 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.9. Minimum off-street parking requirements.

Shall be in accordance with the requirements of division 23 of the Land Development Code, Off Street Parking and Loading.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2008-32, § 1, 8-26-08)

Sec. 11.10. Landscaping required.

All uses shall be landscaped in accordance with the provisions of division 22 of the Land Development Code.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.11. Maximum floor area ratio.

Maximum floor area ratio (FAR) for non-residential uses: 0.40.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.12. Maximum impervious surface ratio.

The lot area used in the calculation of the maximum impervious surface ratio shall exclude any portion of the property lying Gulfward of the city's coastal construction and excavation setback line.

Maximum impervious surface ratio (ISR) for residential uses: 0.70.

Maximum impervious surface ratio (ISR) for non-residential uses: 0.75.

(Ord. No. 03-7, § 3, 5-1-03)

DIVISION 20 PAG PASS-A-GRILLE OVERLAY DISTRICT¹

Sec. 20.01. Purpose and intent.

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

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.02. Definitions.

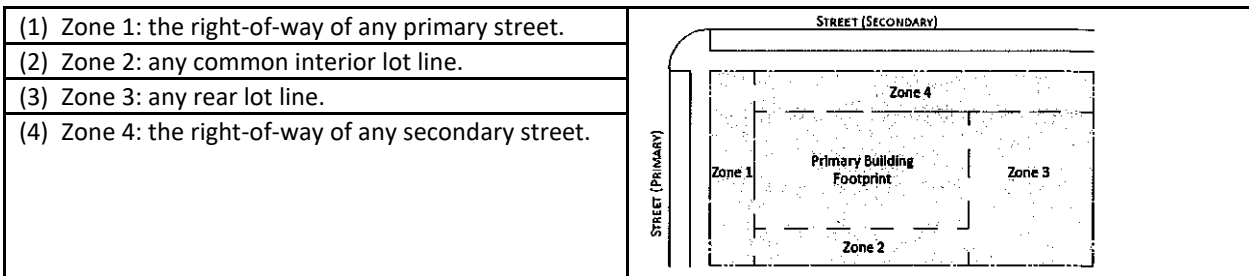
- (a) *Accessory structure envelope* means provisions for the setbacks and maximum building footprints permitted for accessory structures that are not specifically named and regulated under sections 6.12 or 6.13. The following is provided as a non-exhaustive list of accessory structures subject to this envelope: carriage houses, pool houses, detached living quarters, and detached storage buildings that exceed standards for residential or commercial storage buildings found in the aforementioned sections.
- (b) *Balance* means the relationship among the elements of a building on either side of an imaginary centerline through the middle of a building. Buildings are either symmetrically or asymmetrically balanced.
- (c) *Balanced, asymmetrically* means the shape(s) and design of a building may not match exactly, but instead have equal visual weight they are still visually balanced.
- (d) *Balanced, symmetrically* means the shapes on one side of the centerline match the shapes on the other side. The two halves are visually equally.
- (e) *Building height*: Provisions for permitted heights in feet (ft). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed fourteen (14) feet. Each building lot typology provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed to exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, or thirty-two (32) feet overall, as defined below:
 - a. For any structure with habitable space located less than eight (8) feet above natural grade, height shall be measured from the property's required Design Flood Elevation.

¹Editor's note(s)—Ord. No. 2016-19, § 2(Exh. A), adopted Feb. 28, 2017, repealed Div. 20, §§ 20.1—20.14, and reenacted a new Div. 20, §§ 20.1—20.24, as set out herein. Former Div. 20 pertained to similar subject matter and derived from Ord. No. 03-7, § 3, adopted May 1, 2003; Ord. No. 2004-18, §§ 7, 8, adopted Aug. 24, 2004; Ord. No. 2008-32, § 1, adopted Aug. 26, 08; Ord. No. 2010-03, § 1(Att. A), adopted April 27, 2010; and Ord. No. 2011-03, § 3, adopted May 24, 2011.

- b. For any structure with habitable space beginning at or higher than eight (8) feet above natural grade, height shall be measured from eight (8) feet above natural grade.

Base flood elevation requirements are outlined in section 98-33 of the City's Code of Ordinances.

- (f) *Building envelope*: Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback.
- (g) *Compatible design* means architectural design and construction that will fit harmoniously into the district based on scale, materials, and quality of construction with adjacent buildings and structures.
- (h) *Lot requirements*: Provisions for minimum and maximums, lot depth, lot size and the permitted lot coverage.
- (i) *Lot, waterfront*: A zoning lot which abuts any body of water or the beach. All lots not considered waterfront shall be considered interior for rear setback purposes.
- (j) *Mass, primary*: largest shape of a building.
- (k) *Mass, secondary*: additional shapes that form the façade of the building
- (l) *Parking provisions*: The amount of parking shall be determined by Division 23 of the Land Development Code. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a primary and secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:



- (m) *Private frontages*, refers to the area that is attached or integrated into the primary building.
- (n) *Proportion* means the relationships of one part of a façade to the whole. A house that is correctly proportionate establishes a visual relationship between all parts of its exterior. The voids, primary, and secondary masses should all be proportional to one another in order maintain architectural harmony.
- (o) *Proximity* means that objects that are close together should complement each other.
- (p) *Rhythm* means the use of repetitive elements in order to establish architectural harmony. It is based off of three main principles: the principle of Proximity, the principle of Similarity, and the principle of Continuation. These principles are part of a larger set known as *Gestalt Principles*.
- (q) *Similarity* means how our eyes are easily able to group objects together that share common textures, colors, or features.
- (r) *Voids* means windows, doors, or other openings that create negative space allowing for breaks within a primary or secondary mass.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17; Ord. No. 2021-08, § 2, 6-22-2021; Ord. No. 2021-22, § 2, 10-12-21)

Sec. 20.03. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the PAG Overlay District are as follows:

- (a) All uses permitted in the underlying zoning district; and
- (b) Transient occupancy in single-family or multi-family dwellings, so long as any such transient occupancy of less than thirty (30) days does not occur more than three times in any 12-month period on any parcel.
- (c) Uses that are in existence, upon date of adoption, shall be permitted as limited uses within an existing structure. Additions, improvements and renovations will be permitted, if the building meets the standards set forth in this division of the Code.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.04. Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, and are not of a nature prohibited under section 20.5.
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential docks, including tie poles, shall be in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures shall follow the provisions of section 6.11.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.05. Allowable conditional use.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the PAG Overlay District are as follows:

- (a) All permitted conditional uses allowed for in the underlying zoning district.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.06. Prohibited uses and structures.

All uses and structures not of a nature specifically or provisionally permitted herein or within the underlying zoning district are hereby prohibited in the PAG Overlay District.

Any use which the City Commission, upon appeal, and after investigating similar uses elsewhere, shall determine to be potentially noxious, dangerous or offensive to residents of the PAG Overlay District or to those who pass by on public roadways, by reason of odor, smoke, noise, glare, fumes, gas, fire, explosion or emission of particulate matter or likely for other reasons to be incompatible with the character of the PAG area, is hereby prohibited in the PAG Overlay District.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.07. Density, intensity and assembly of parcels.

- (a) The maximum residential density permitted in the PAG Overlay District shall not exceed the number of units per acre permitted by the underlying Future Land Use map for undeveloped parcels of land.
- (b) The existing residential density, exceeding one density unit, of an existing residential structure shall be permitted to rebuild on the existing parcel of land, with the same density as the existing structure(s) has, if the building was constructed prior to (insert adoption date) and can meet the lot requirements, by building type, in section 20.15 of this Division. In addition, any new construction cannot exceed the existing developed square footage and must match the existing form and mass as defined in section 20.22 herein.
- (c) The existing hotel/motel units shall be permitted to rebuild on the existing parcel of land, with the same number of units that already exist as a rental/leasable room within the existing built hotel if the building was constructed prior to (insert adoption date) and can meet the lot requirements of a Boutique Hotel Building Type as provided in section 20.15 of this Division.
- (d) No more than two lots of record may be combined to accommodate additions to existing structures.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.08. Maximum floor area ratio.

Maximum floor area ratio (FAR) for non-residential uses: Underlying Zoning District requirements.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.09. Maximum impervious surface ratio.

If a parcel opts for new construction or addition to a single family home using the underlying zoning district standards, the ISR shall be determined by the underlying zoning district. The ratio's listed below are subject to any of the building types, defined in section 20.15 that are used.

Maximum impervious surface ratio (ISR) for residential and transient accommodation uses: 0.70.

Maximum impervious surface ratio (ISR) for non-residential uses: Underlying Zoning District requirements or existing building footprint.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.10. Reduced setbacks for contributing structures granted a certificate of appropriateness.

Proposed additions to contributing structures may be eligible for a reduction in setback requirements if the proposed plans have been reviewed, approved, and issued a certificate of appropriateness by the Historic Preservation Board pursuant to Division 28. The purpose of this regulation is to ensure the design is compatible design with neighboring structures.

Design review shall be based on the requirements set forth in the underlying zoning district and the PAG Overlay District herein and for consistency with the Secretary of Interior's Standards for Rehabilitation. If the Historic Preservation Board finds that an addition is consistent with the Secretary of the Interior's Standards and

(Supp. No. 47)

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that the addition would not preclude the structure's continued designation as a contributing structure, and approves a certificate of appropriateness for the plans, then the applicant can request a reduction to any and all of the setbacks, provided the setbacks are consistent within the same block of the proposed addition by providing the historical setback data for the street block (both faces) the parcel is on and the historical setbacks along that particular street that will be evaluated by the Historic Board. The following setbacks shall be considered:

Setback	
Front yard	10 feet
Secondary front yard	5 feet
Side yard	10 percent of the lot width (each)
Rear yard	10 feet

The addition must still meet impervious surface, floor area, height, herein and the landscaping, and buffering standards as identified in this division. The reductions in setbacks do not abrogate the responsibility of the designer or homeowner to incorporate these requirements into the plan.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.11. Minimum building type requirements.

Lots of record within the PAG Overlay District shall be deemed conforming despite the width and size regulations in the building types, so long as the lots are not further subdivided, and the condition existed prior to the adoption of the Division. No more than two lots of record may be combined to accommodate additions to existing structures.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.12. Subdivision of lots.

Lots within the PAG Overlay District shall not be subdivided to a size smaller than the platted lot of record and/or building lot types in this division. Existing structures that are listed as contributing structures in the most recent Historic Resources Survey or that are locally designated historic structures are exempt from the setbacks imposed by this division; however, additions and accessory structures shall comply with the standards in section 20.15, by building type. All other structures shall also comply with the setbacks and required yards imposed by the building types in this Division, section 20.15.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.13. Residential development option for single-family homes.

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

- (a) Underlying Zoning Districts minimum lot requirements,
- (b) Underlying Zoning Districts Minimum yard requirements,
- (c) Underlying Zoning Districts Maximum floor area ratio standards; and

- (d) Height shall not exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard the building side, further provided that the overall roof height shall not exceed thirty-two (32) feet.

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

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.14. Vacant parcels.

The following procedures shall be followed

- (a) For parcels of land within a residential zoning district and:

Any parcel of land that is vacant, at the time of adoption, shall only be permitted either:

- (1) A residential building type found in section 20.15 that is consistent with the underlying uses permitted in the Zoning District and section 20.07. The parcel of land shall meet the lot width and lot depth as identified, by building type found in section 20.15, to determine the appropriate standards to apply to that parcel, or
- (2) Provisions listed in section 20.13 of this division.

- (b) Parcels of land within non-residential land use districts:

Any parcel of land that is vacant, at the time of adoption of the PAG Overlay District, shall be permitted any of the non-residential building types found in section 20.15 that are consistent with the existing lot width/depth of the parcel of land.

- (c) Assembly or parcel splits shall only be permitted through the City Commission, to determine the compatibility and respect for the existing character of the PAG Overlay District.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.15. Permitted building types.

Building types are permitted by the following criteria:

- (a) Existing Parcel Size, and
- (b) Existing Density, Units and Rooms

An applicant must provide a survey of the parcel to verify the actual parcel size (lot width/lot depth) or use the City's parcel data information. If the applicant believes the lot width and depth are different than the City's records, the applicant will be required to have a survey of the lot for verification.

	HOUSE-LARGE
A building lot located and designed to accommodate a detached building with large side, rear and front yards.	

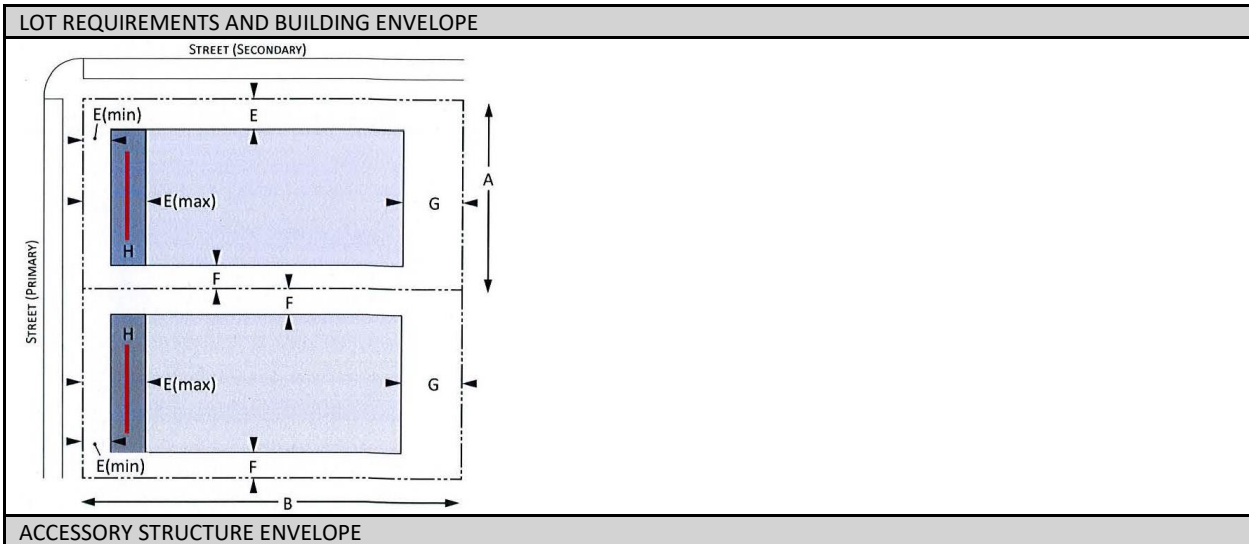
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	—

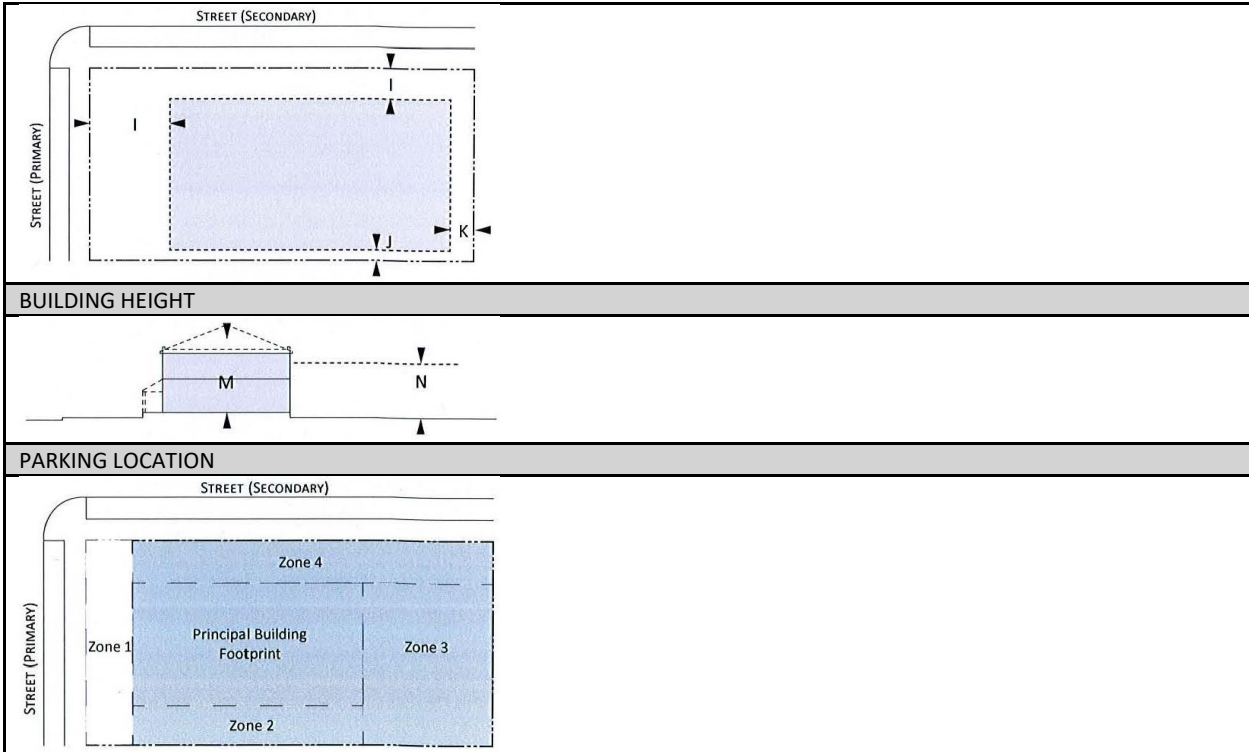
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(Supp. No. 47)

B - Lot Depth (ft)	100	—
C - Lot Size (sf)	6,000	—
D - Lot Coverage (%)	—	60
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	7	—
F - Side Setback (ft)	7	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	10	—
J - Side Setback (ft)	25	—
K - Rear Setback (ft) (interior lot)	—	80
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principle Building (ft)	—	28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

- (1) a lot that is adjacent to the bay or beach is permitted to exceed the maximum setback requirements.





HM	HOUSE-MEDIUM
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	55
B - Lot Depth (ft)	100	—
C - Lot Size (sf)	4,000	—
D - Lot Coverage (%)	—	70
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800

BUILDING HEIGHT			
M - Principal Building (ft)	—		'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—		28'
PARKING PROVISIONS			
Location		Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)			
Select a minimum of 1 PF listed		P, S, CY	

- (1) a lot that is adjacent to the bay or beach is permitted to exceed the maximum setback requirements.

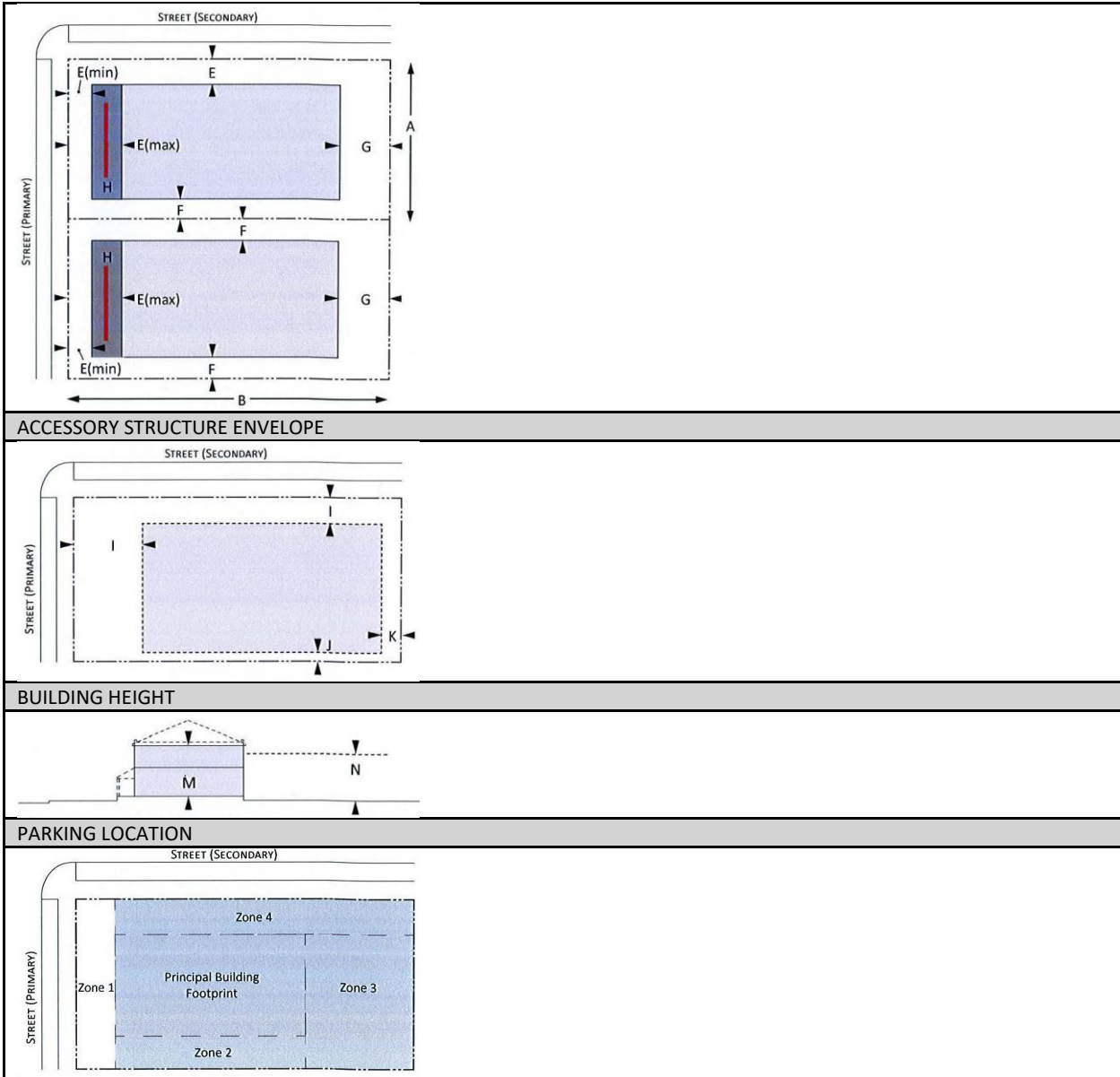
LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	



HS	HOUSE-SMALL
A building lot located and designed to accommodate a small detached building with small side and front yards. A maximum of one dwelling unit is permitted.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	32	40
B - Lot Depth (ft)	50	120
C - Lot Size (sf)	1,600	4,800
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	5	10
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	3	—
G - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	400
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3,4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

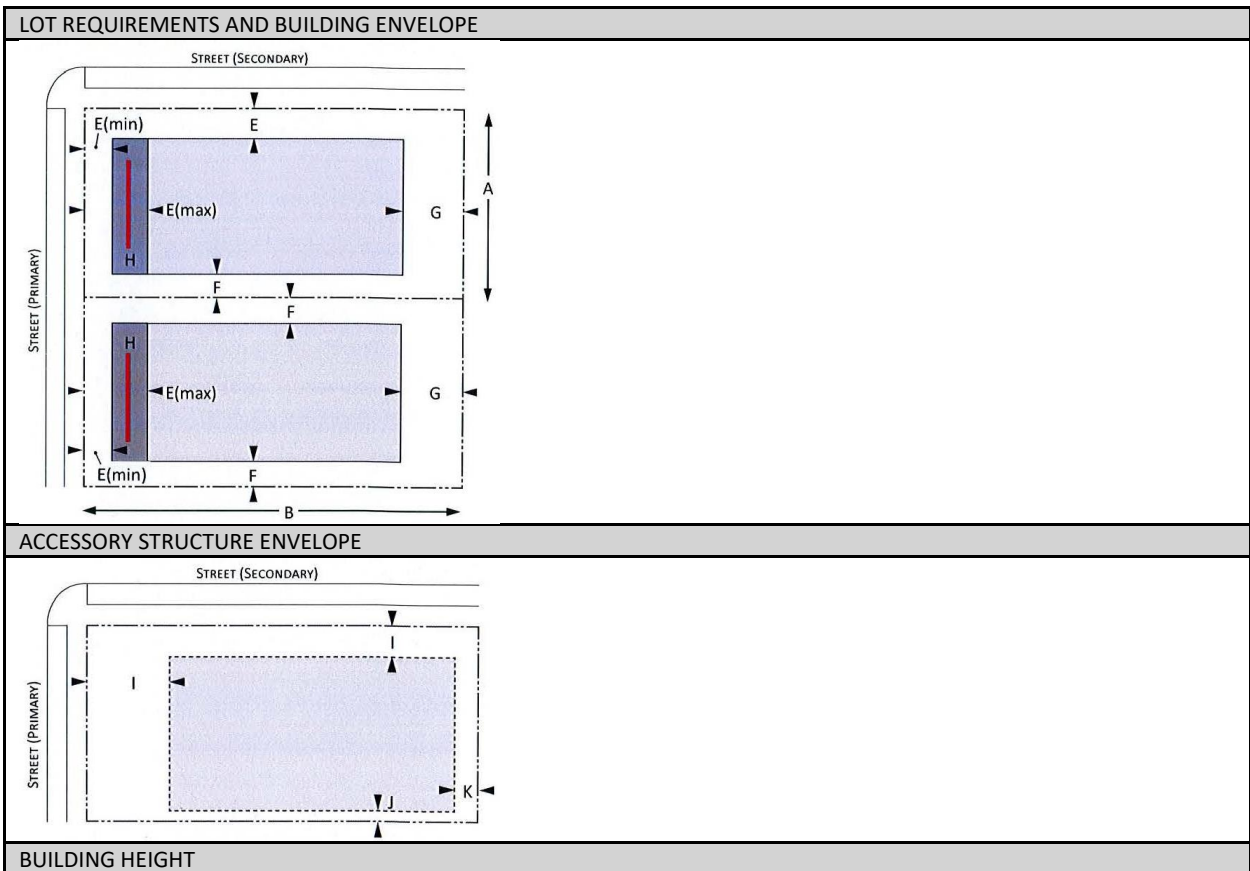
LOT REQUIREMENTS AND BUILDING ENVELOPE
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AH	APARTMENT HOUSE
A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other. A maximum of 4 units are permitted in this building lot. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

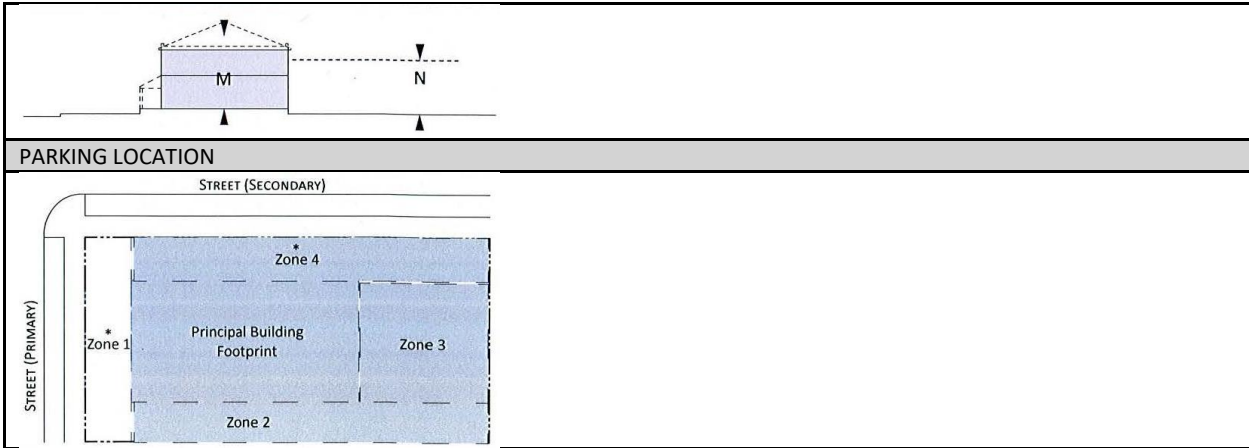
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	55
B - Lot Depth (ft)	80	—
C - Lot Size (sf)	3,200	—
D - Lot Coverage (%)	—	70

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	2
PARKING PROVISIONS		
Location	Zone 2, 3 and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	



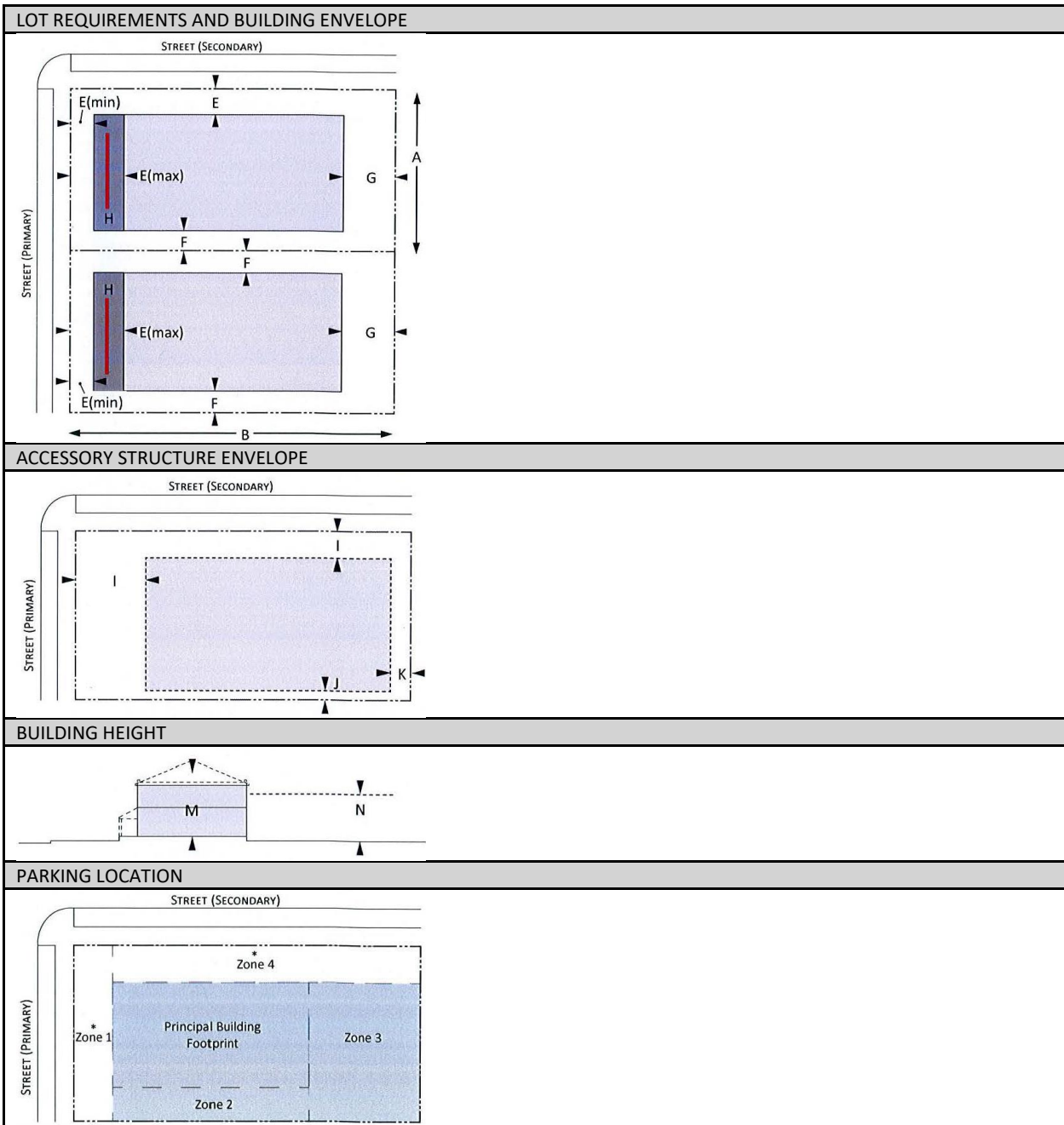
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AS	APARTMENT BUILDING-SMALL
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

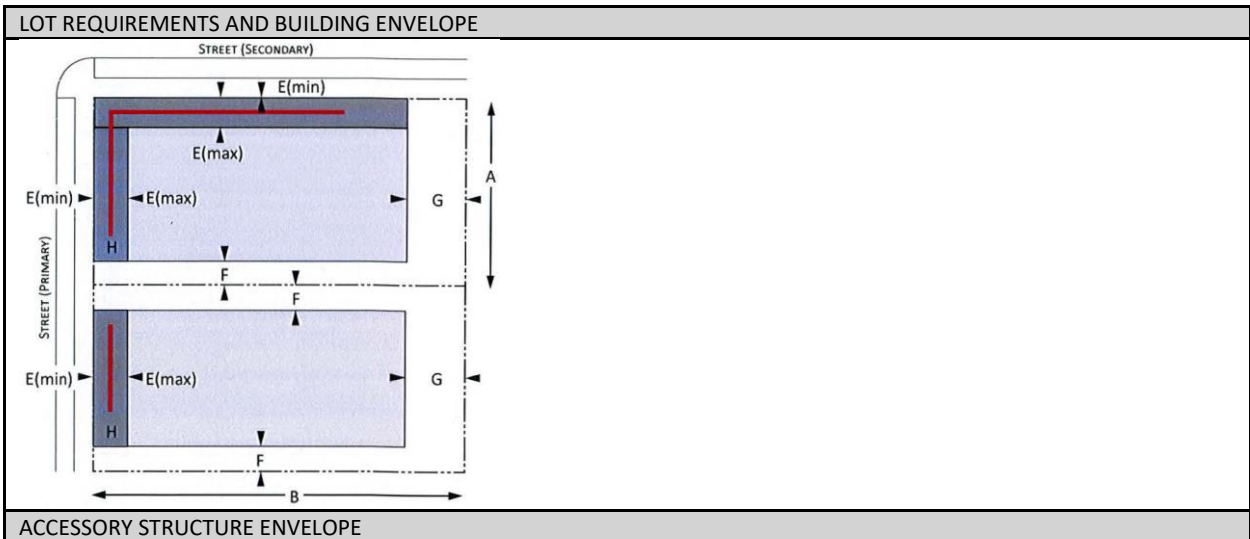
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	90
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	6,000	10,800
D - Lot Coverage (%)	—	75
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	7	—
F - Side Setback (ft)	7	—
G - Rear Setback (ft) (interior and waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF.	P, F, S, CY	

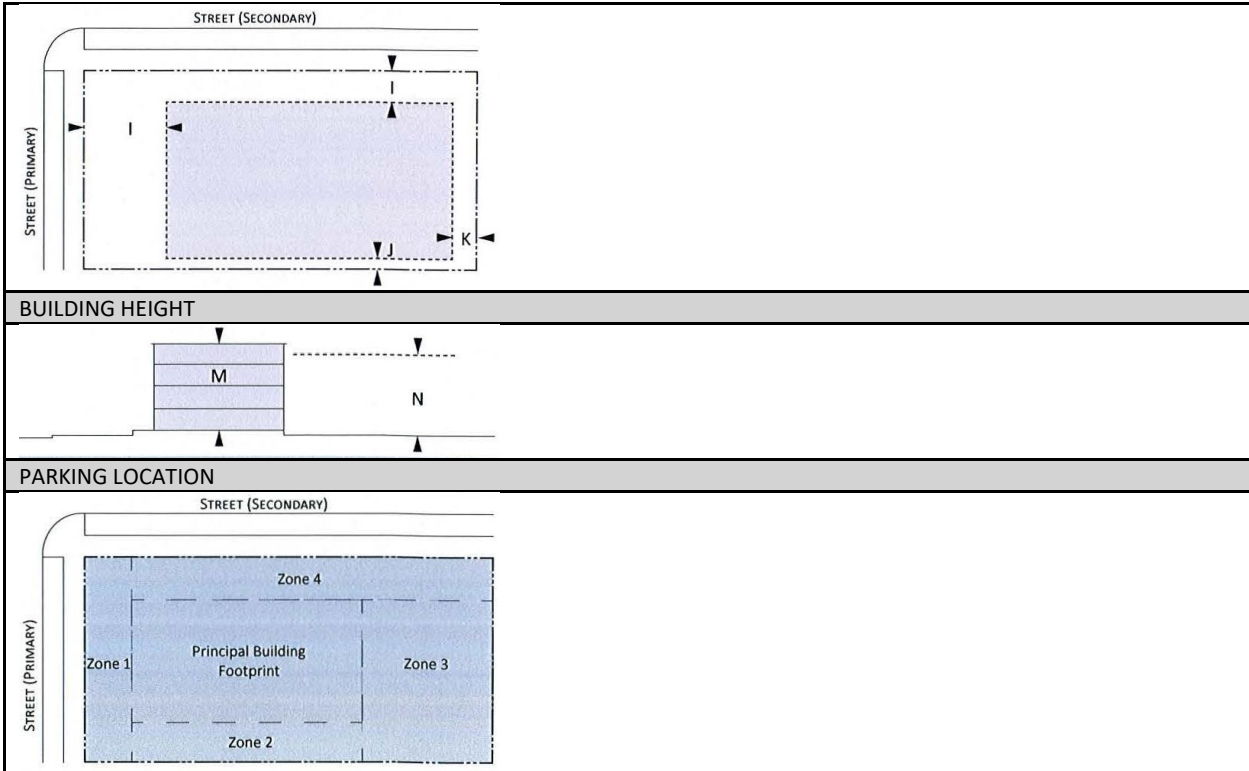


AM	APARTMENT BUILDING-MEDIUM
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

LOT REQUIREMENTS	MIN	MAX
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A - Lot Width (ft)	90	200
B - Lot Depth (ft)	120	120
C - Lot Size (sf)	10,800	24,000
D - Lot Coverage (%)	—	75
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	25
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	CY, P, F, S	





CA	COURTYARD APARTMENT
A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to a street and/or alleyway. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	50	200
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	4,000	24,000
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800

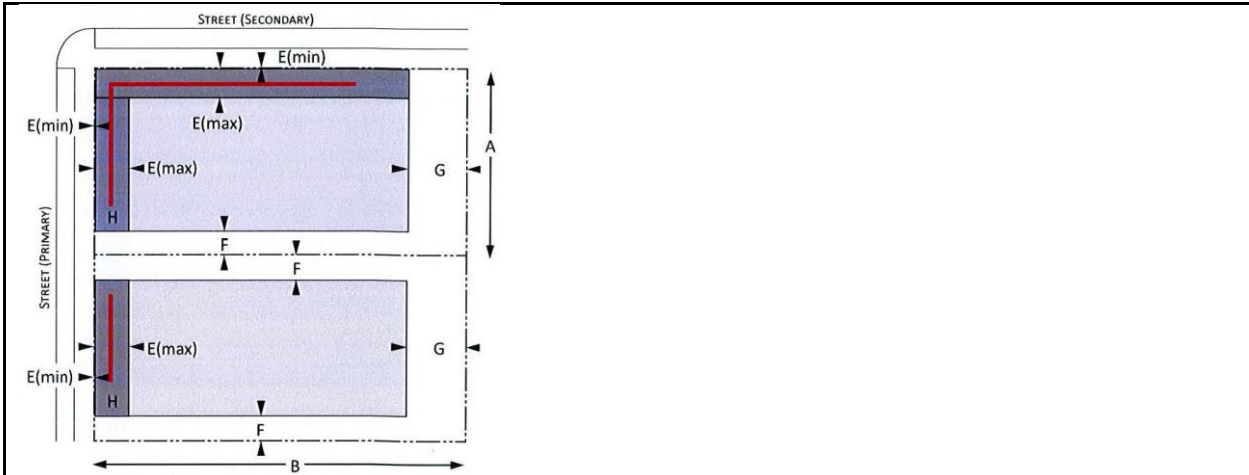
BUILDING HEIGHT			
M - Principal Building (ft)	—		'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—		28'
PARKING PROVISIONS			
Location		Zone 2 and 3	
PRIVATE FRONTAGES (PF)			
Select a minimum of 1 PF listed		F	

LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	

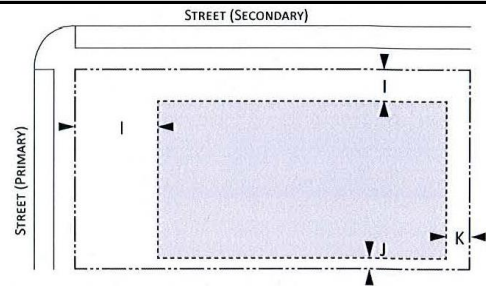
CS	COMMERCIAL / MIXED-USE - SMALL
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for smaller lot sizes.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	20	60
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	7,200
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	600
BUILDING HEIGHT		
M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	

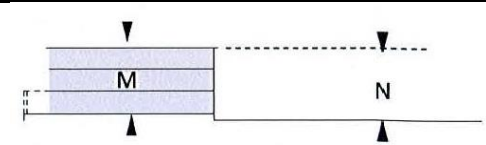
LOT REQUIREMENTS AND BUILDING ENVELOPE
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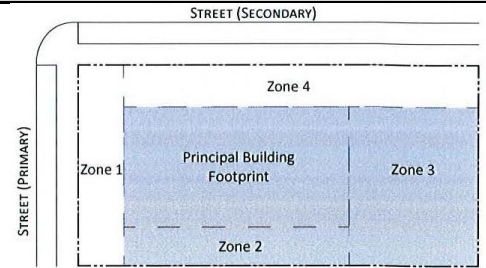
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



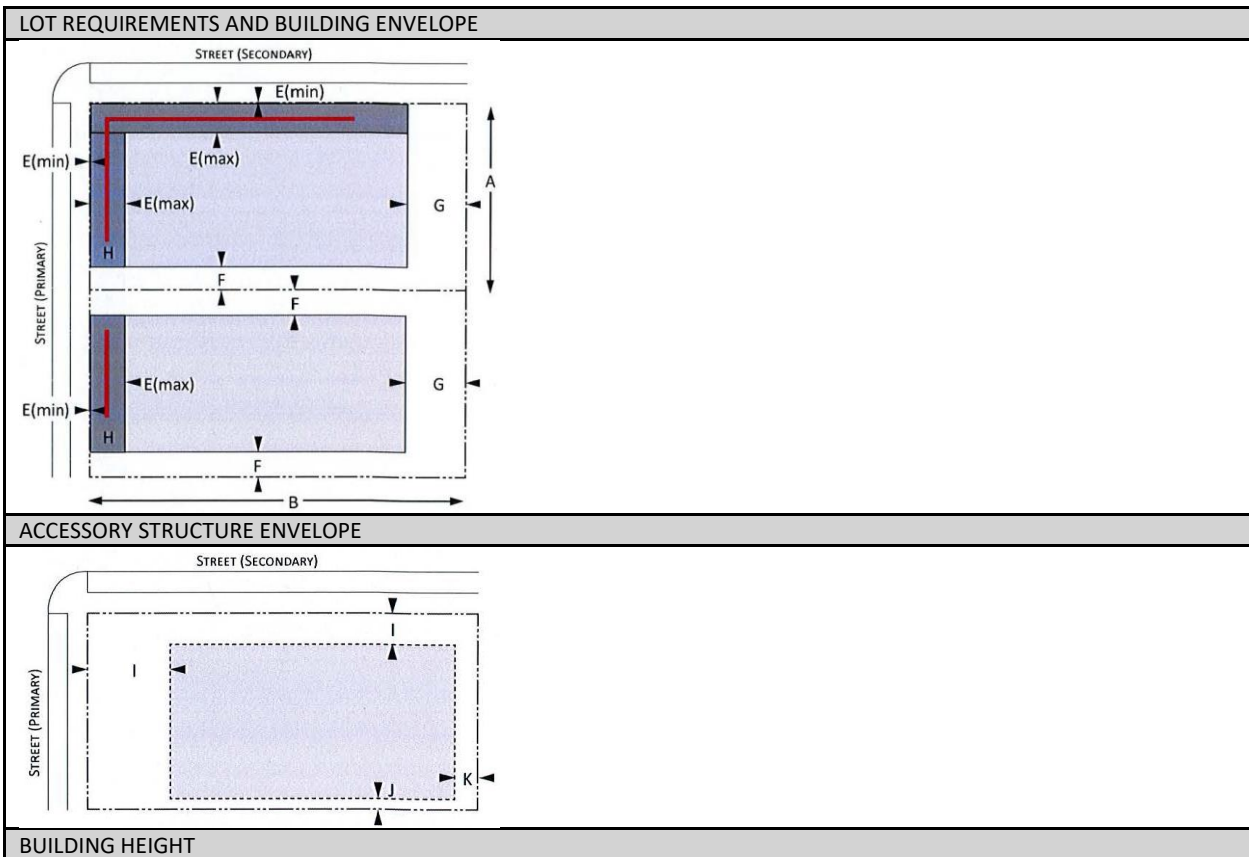
PARKING LOCATION



CM	COMMERCIAL / MIXED-USE - MEDIUM
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for average lot sizes.	

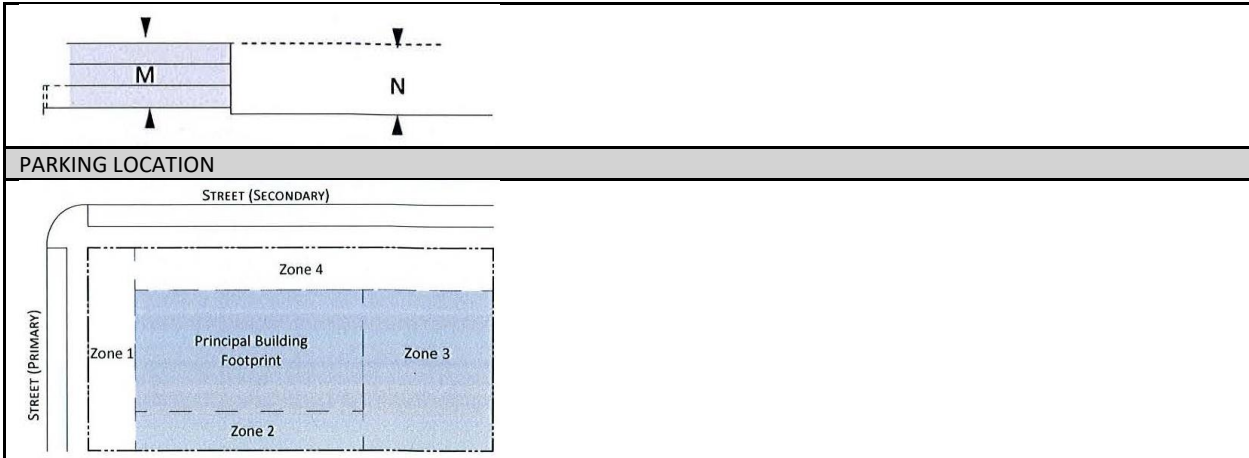
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	150
B - Lot Depth (ft)	—	350

C - Lot Size (sf)	—	52,500
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	



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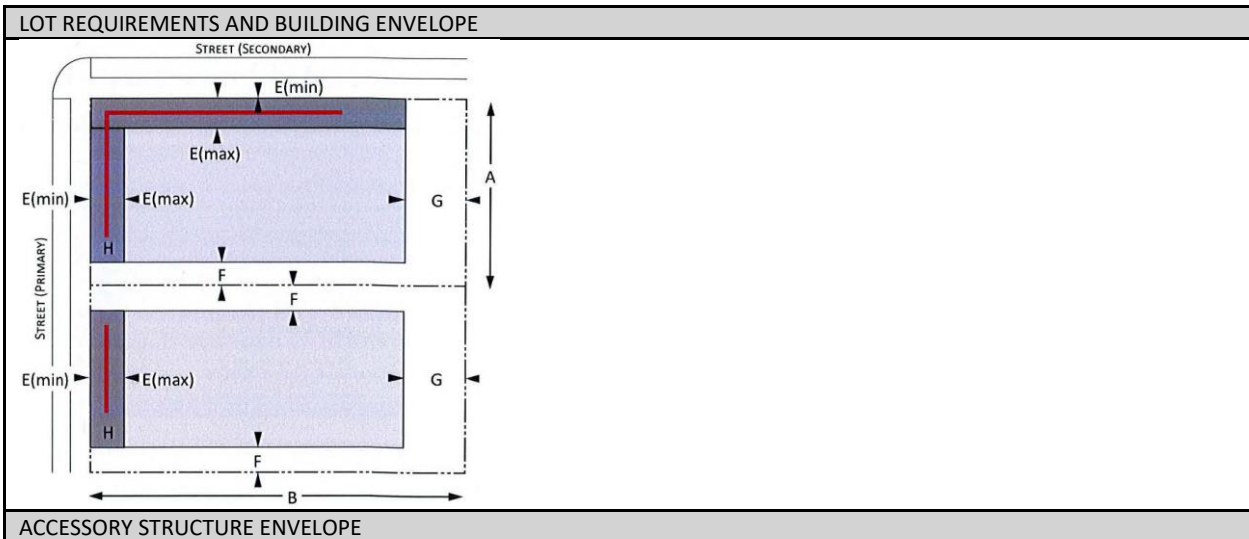
BH	BOUTIQUE HOTEL
A building lot located and designed to accommodate lodging. The number of rooms will be confirmed by existing operating hotel rooms. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

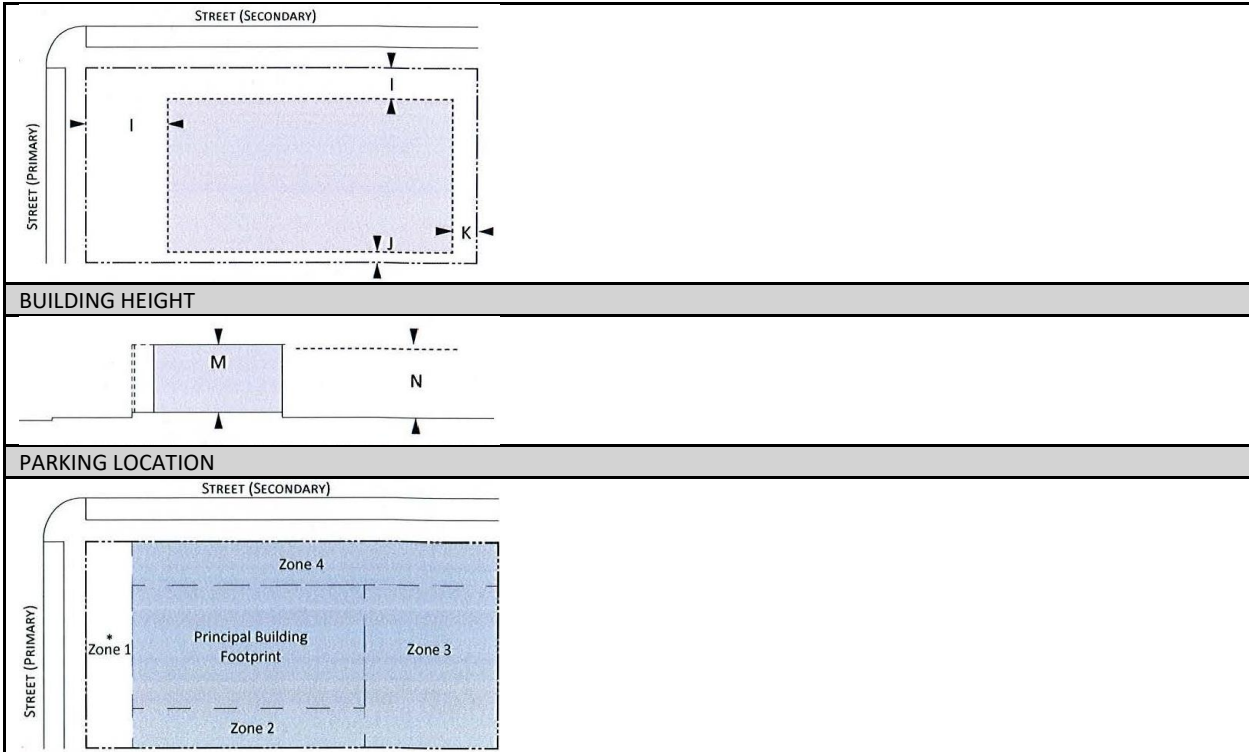
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	105
B - Lot Depth (ft)	90	125
C - Lot Size (sf)	—	13,125
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)(1)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C, P, F, CY, S	

(1) may exceed the height up to 35' as outlined by the code if the property is along Gulf Way and that portion of the building that exceeds the 32' in height shall be set back an additional one foot from the front setback line for every foot in height increase.

LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	
	SINGLE STORY COMMERCIAL BUILDING-SMALL
A building lot located and designed to accommodate single use office and retail.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	30	50
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	4,000	6,000
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C, G, A	





SM	SINGLE STORY COMMERCIAL BUILDING-MEDIUM
A building lot located and designed to accommodate single use office and retail.	

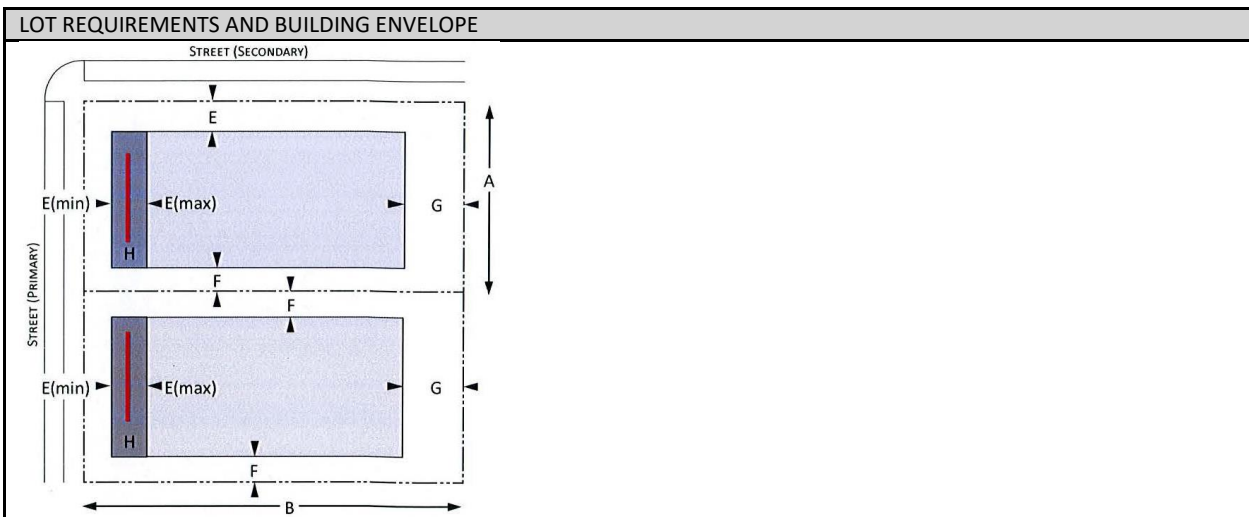
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	150
B - Lot Depth (ft)	—	350
C - Lot Size (sf)	—	52,500
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		

M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	

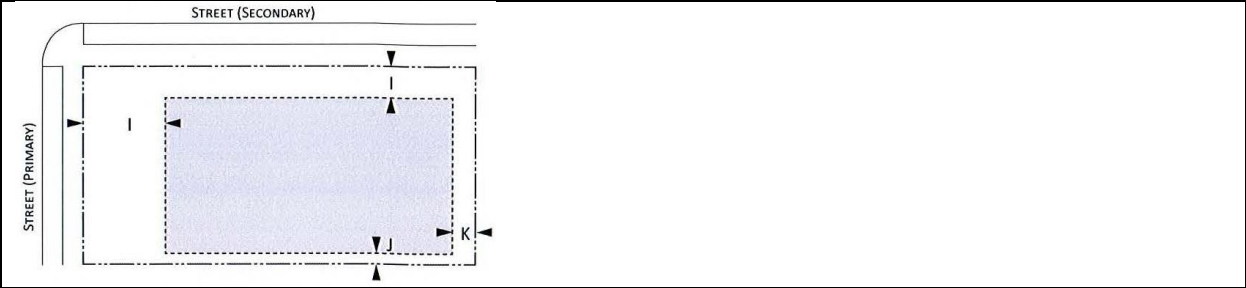
LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	

IN	INSTITUTION BUILDING
A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services. This typology is only for permitted and exiting institutional buildings.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	—	—
B - Lot Depth (ft)	—	—
C - Lot Size (sf)	—	—
D - Lot Coverage (%)	—	—
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	25
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	35
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	no requirement	



ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

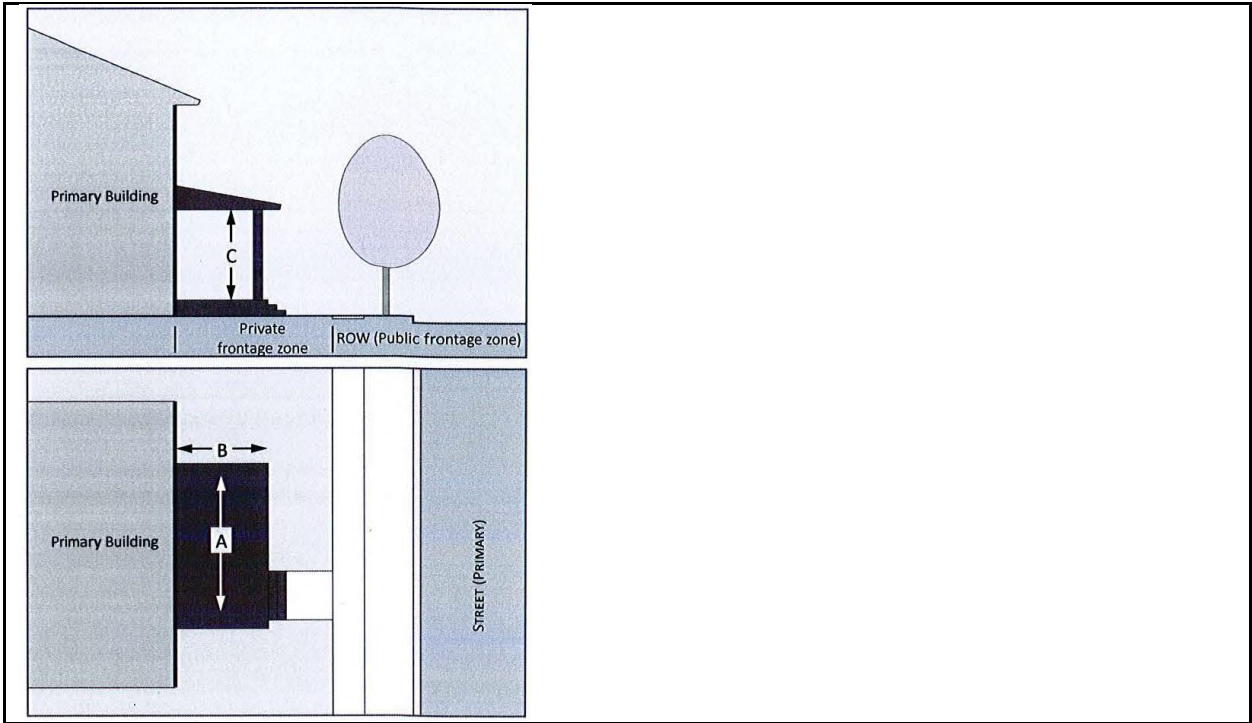


P PORCH

The façade is setback from the front lot line per applicable street setback requirements. The façade includes an attached front porch structure. A wide variety of porch designs are possible.

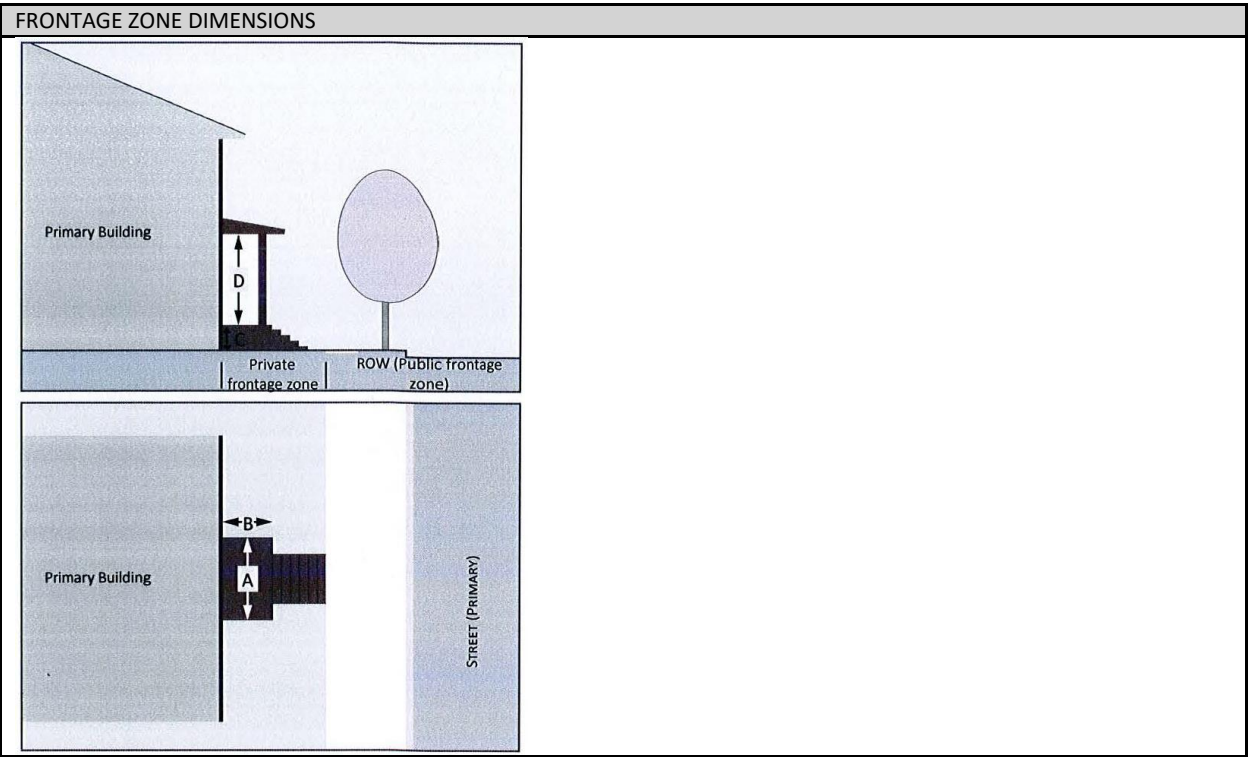
FRONTAGE ZONE (FZ)	MIN	MAX
Porch structure requirements:		
A - Width (clear) (ft)	10	—
B - Depth (clear) (ft)	5	—
C - Height (clear) (ft)	7	—
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS



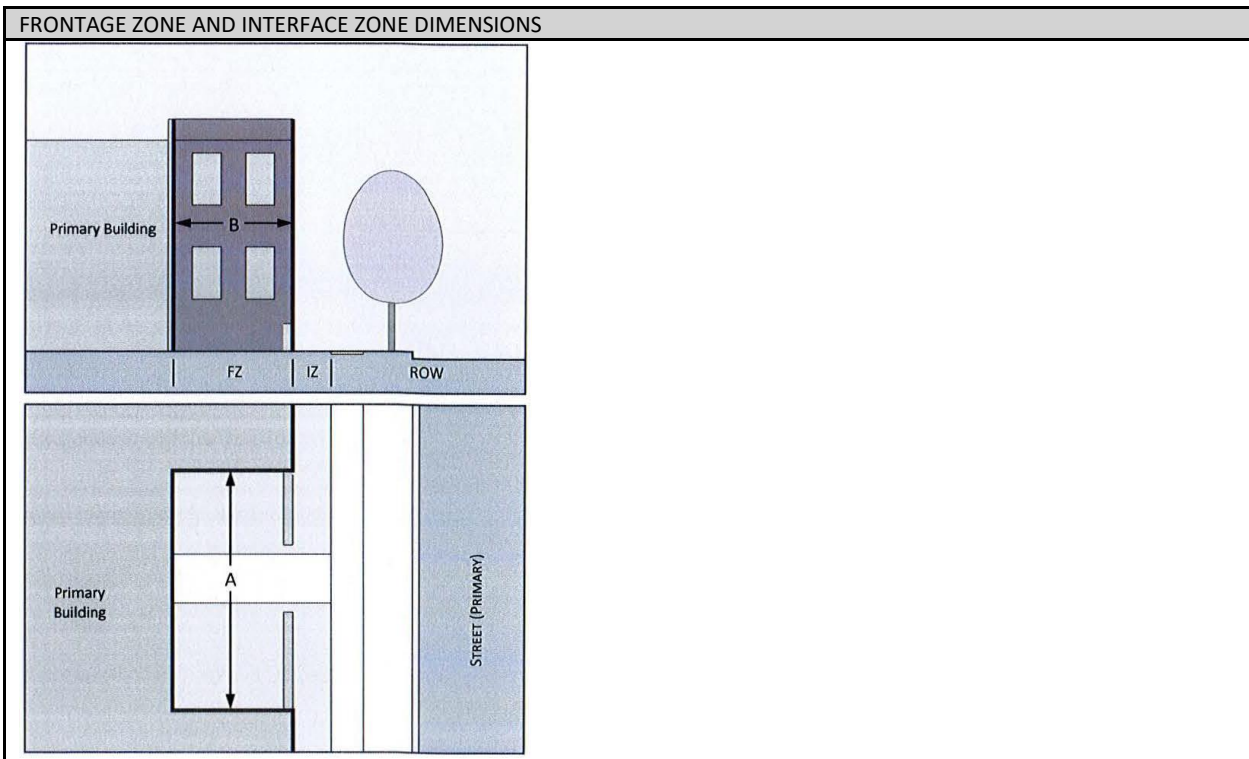
S	STOOP
The façade is set back from the front lot line per applicable street setback requirements. The façade includes an attached entry stoop (an elevated landing with stairs) that is placed at or near the front lot line. The ground floor is elevated to provide privacy. The stoop may include a roof, however it is not required.	

FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Width (clear) (ft)	5	10
B - Depth (clear) (ft)	3	8
C - Height (stoop) (in)	18	24
D - Height (clear) (ft)	7	—
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		



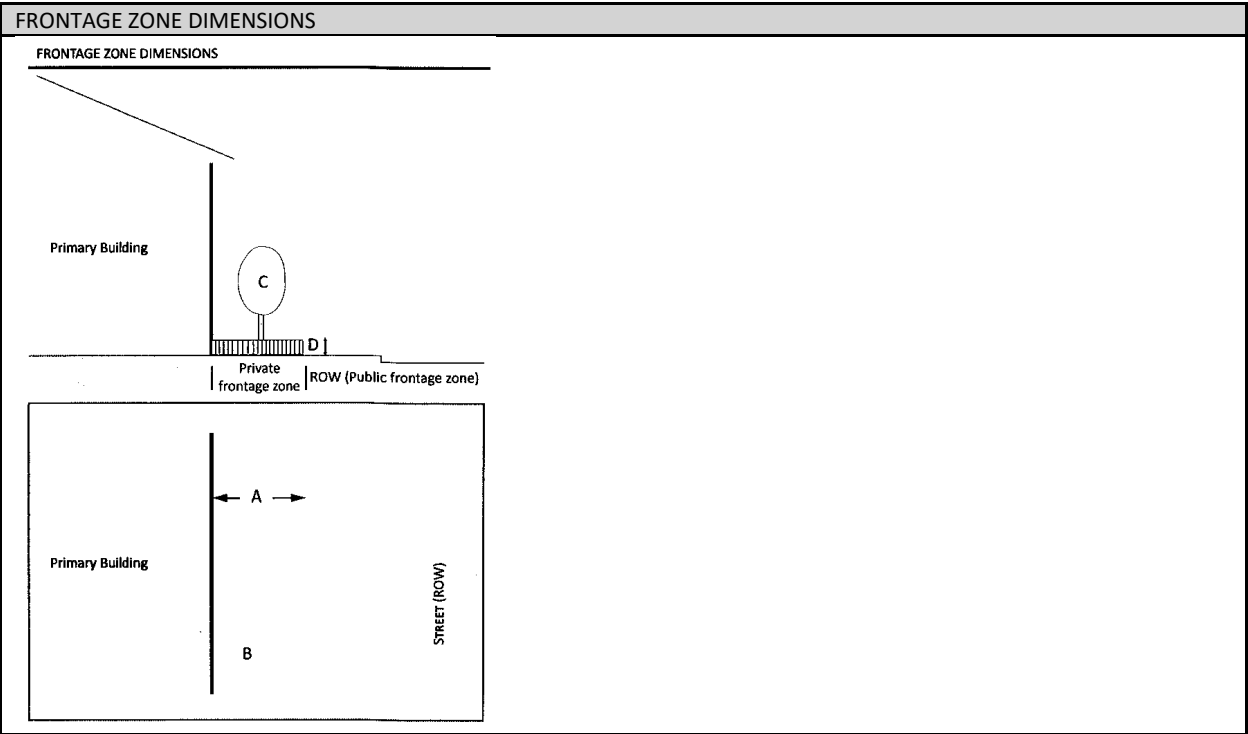
F	FORECOURT
The façade is set back from the front lot line per applicable street setback requirements. A portion of the façade is recessed to form an uncovered court. The court is suitable for outdoor dining, gardens, vehicle drop-offs, formal entries etc. A fence or wall may be used to define the private space of the court. The court may be elevated behind a retaining wall at or near the front lot line with entry steps to the court. The forecourt area may not have a permanent roof structure. Cafe's, seating area's may provide shade, umbrella's or any temporary shelter(s) that provide shade.	

FRONTAGE ZONE (FZ)	MIN	MAX
Courtyard requirements:		
A - Width (clear) (ft)	12	—
B - Depth (clear) (ft)	12	50
INTERFACE ZONE (IZ)		
Landscape with path (6' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		
None		



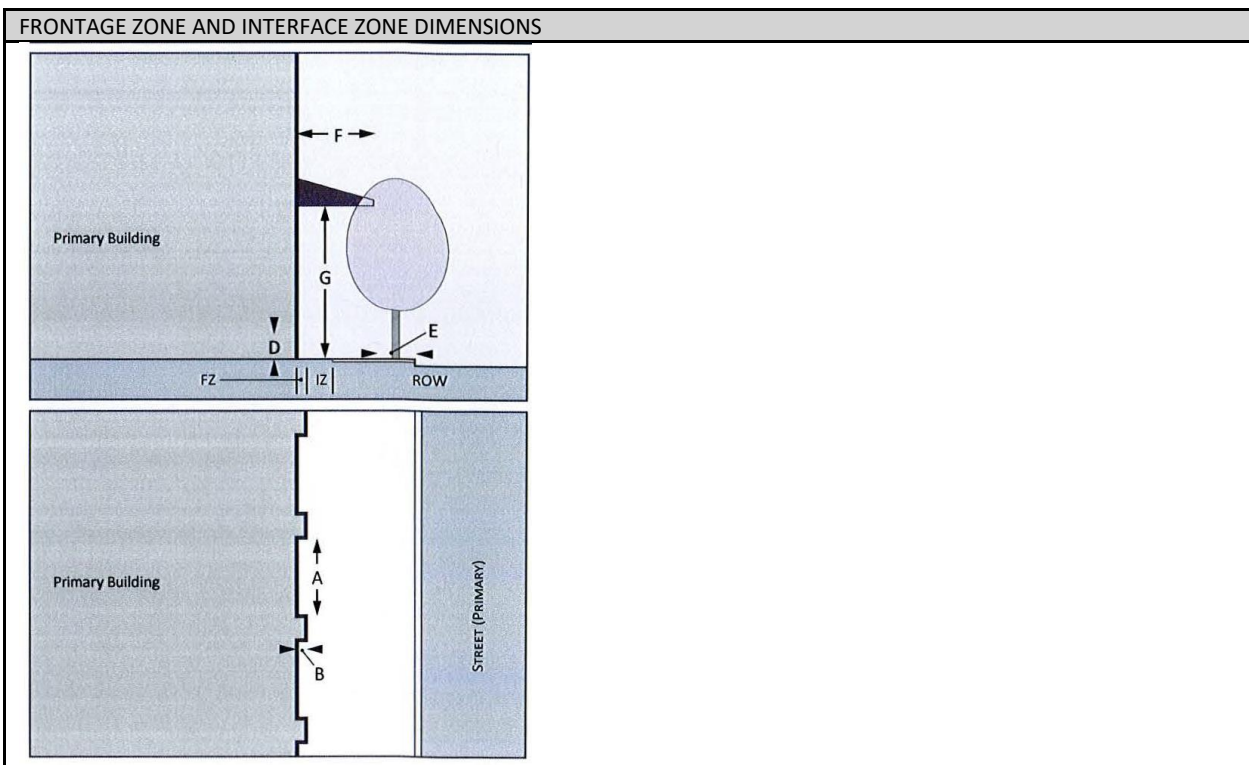
	COMMON YARD
The façade is set back from the front lot line per applicable street setback requirements. The common yard may include a two to four foot in height decorative fence that shall be constructed of wood, shell, or concrete material. The frontyard is required to have a minimum of 1 canopy tree, shrubs, and ground cover.	

FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Landscape	grass and or ground cover	
B - Shrubs, ground cover	10 (3 gallon)	—
C - Tree (canopy tree)	1	—
D - Fence Height (feet)	2'	4'



C	COMMERCIAL
The façade is setback from the front lot line per applicable street setback requirements, typically at or near the front lot line with the entrance at sidewalk grade. The façade may include an awning, shed roof, or gallery (a lightweight colonnade with no habitable building space above it) that covers the sidewalk and may extend into the right-of-way. The facade has a substantial amount of glazing at the sidewalk level. Recessed entrances are acceptable.	

FRONTAGE ZONE (FZ)	MIN	MAX
Building facade requirements:		
A - Distance between openings (ft)	10	20
B - Door recess (ft)	—	5
C - Ground floor transparency (%)	60	—
D - Height to bottom of window (ft)	—	2.5
INTERFACE ZONE		
Extended sidewalk from right-of-way edge to structure		
OPTIONAL ELEMENTS	MIN	MAX
AWNING or GALLERY		
E - Setback from curb (ft)	2	—
F - Depth (clear) (ft)* (Gallery min 8')	4	10
G - Height (clear) (ft)	8	—
OTHER REQUIREMENTS		
None		



(Ord. No. 2016-19, § 2(Exh. A), 2-28-17; Ord. No. 2021-08, § 2, 6-22-2021; Ord. No. 2021-22, § 2, 10-12-21)

Sec. 20.16. Private frontage.

The building types in section 20.15 provide the acceptable private frontages (i.e. porches, stoops, etc.) for that building type. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. A minimum of one frontage will be required for new construction when listed on the chart, by Building Type. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category, by building type, in section 20.15.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.17. Building height.

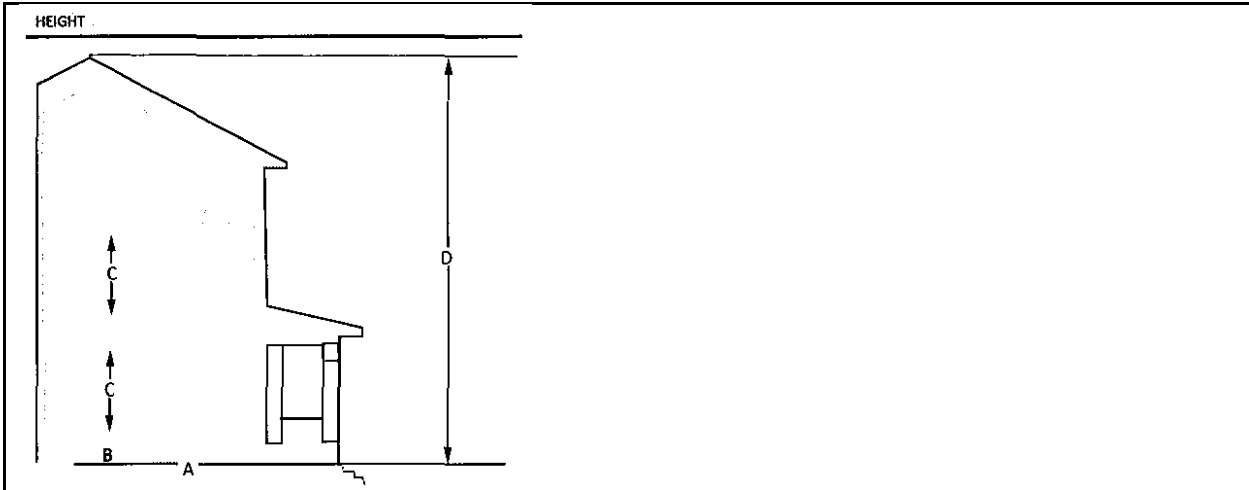
Each building lot typology in section 20.15 provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed to exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, or thirty-two (32) feet overall, as defined below:

- a. For any structure with habitable space located less than eight feet above natural grade, height shall be measured from the property's required Design Flood Elevation.
- b. For any structure with habitable space beginning at or higher than eight feet above natural grade, height shall be measured from eight feet above natural grade.

Base flood elevation requirements are outlined in section 98-33 of the City's Code of Ordinances.

	MIN	MAX
Building facade requirements:		
A - Base Flood Elevation (BFE) refer to Sec. 98-33		
B - Finished Grade (FG)	Determined by the BFE & FG	
C - Height of Floors (liveable)	8	14
D - Total Height (Measurement from the required DFE)	—	—
Residential*	—	28-32*
Commercial (non-residential)	—	Refer to Underlying Zoning District
* Not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the location specified above, further provided that the overall roof height shall not exceed 32 feet.		

HEIGHT



(Ord. No. 2016-19, § 2(Exh. A), 2-28-17; Ord. No. 2021-08, § 2, 6-22-2021)

Sec. 20.18. Minimum off-street parking requirements.

- (a) *Residential*: Shall be in accordance with the requirements of Division 23 of the Land Development Code, Off Street Parking and Loading.
- (b) *Nonresidential*: may reduce the number of spaces, if on-street parking is available, then an applicant can count any on-street parking within 500 feet of the parcel.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.19. Alleyways.

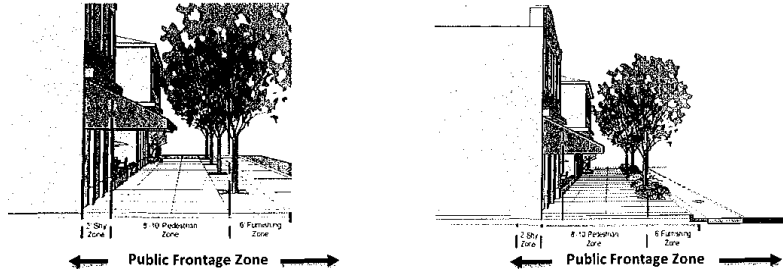
- (a) The PAG Overlay District has existing alleyways that shall be maintained as an alleyway.
- (b) Under no circumstance shall an existing alley be reduced in the width and length.
- (c) Parking is permitted adjacent to an alleyway or where the City has identified, through signage, that vehicles may park within the alleyway. Under no circumstance shall a parked vehicle impede the vehicular movement.
- (d) Alleyways shall not be permanently closed or vacated.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

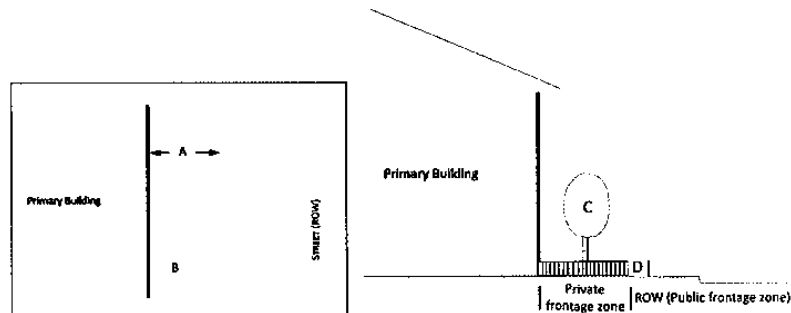
Sec. 20.20. Landscaping standards.

- (a) *Streetscape standards*. When the City requires improvements to the "Public Frontage" Zone which includes: Furnishing zones, pedestrian zones and a shy zone, the following standards shall apply.
 - (1) *Furnishing Zone that is a minimum of six feet in depth and may include street lights, benches and canopy trees*. A furnishing zone shall include one of the following: Tree Grate Standards. One canopy tree per 30 feet in lineal building shall be provided the entire length of the parcel the building is fronting.

- (2) *Planter Beds.* A minimum width of 6 feet with a maximum length of 25 feet that contains 1 canopy tree per bed and 100 percent ground cover.
- (3) *Pedestrian Zone.* 8—10 feet of unobstructed sidewalk
- (4) *Shy zone.* Comprised of 12 inches to 2 feet that includes the area from the edge of the building to the edge of the pedestrian zone.



- (b) Landscape Buffers may be required between any uses within the PAG Overlay District.
- (c) Front Buffers for all residential building types, excluding the Apartment Building, shall provide the following:
 - (1) Front fence or landscape buffer shall be provided and include the following:
 - a. An opaque hedge, height not to exceed 3 feet when fully matured and/or
 - b. *Knee wall and/or fence.* Permitted materials are wood, shell or concrete material consistent with the overall architecture and design of the primary residence.



FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Landscape	grass and or ground cover	
B - Shrubs, ground cover	10 (3 gallon)	--
C - Tree (canopy tree)	1	--
D- Fence Height (feet)	2'	4'

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.21. Screening of elevated buildings.

A building required by section 98-33 of the City's Code of Ordinances, to be elevated more than three feet above grade shall mask the fact that it is elevated through the use of appropriate architectural screening so that

the building, when viewed from public rights-of-way, appears to have been constructed at, or near, natural grade as follows:

- (a) Architectural screening shall:
 - (1) Create a visual continuity that is integrated with the overall design and architecture of the home using doors, garage doors, entryways, staircase and/or archways.
 - (2) No more than 20 percent of the area being screened can be transparent.
- (b) Landscape screening shall be installed:
 - (1) A minimum 3-foot-wide landscape area.
 - (2) One understory tree per 20 lineal feet (or portion thereof) of the elevated building length/width viewed from public rights-of way.
 - (3) Planted with shrubs, ornamental grasses and groundcovers to provide 100 percent coverage of the landscape area within one growing season. The landscape design shall (unless spatially impractical) provide layering of plant materials that includes larger background shrubs and low foreground groundcovers. All plant material should be Florida friendly plantings as defined and identified by University of Florida/IFS horticulture experts.
 - (4) Permanent mulch materials, such as organic mulches, stones, and recycled inorganic groundcover materials are not permitted in lieu of vegetation, unless they are provided as accent or focal points that enhance the landscape design.
- (c) Apartment building types (apartment house, apartment building small and apartment building medium shall also meet the following standards:
 - (1) Parking may only be accessed from the side or rear of the building.
 - (2) No portion of the primary building shall have garage doors facing any street.
 - (3) Parking may be located within the BFE provided the primary face of the building is architecturally designed to be consistent with front entryways of homes that are integrated and not visually seen from any street.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.22. General building design (residential).

In addition to the required private frontages and the standards provided in each frontage, the following standards shall be applied to all residential building types (house and apartment building types) in order to maintain the overall mass and scale, of the PAG community's existing housing stock.

The following standards are included to provide a minimum criteria needed to review the overall design, mass and scale as outlined below while allowing an applicant flexibility in the design of the building. The design criteria are typical design elements used by architects to ensure a higher quality development.

Any single family or attached residential structure that follows the criteria outlined in section 20.15 must design the building with the following architectural elements:

- (a) The mass of a building must include:
 - (1) *Primary mass.* The building shall have a distinct primary mass.
 - (2) *Secondary mass.* A building should also include secondary mass (private frontage requirements) that form the façade of the building.

-
- (3) Voids that allow for natural breaks in the mass.
 - (b) Proportional design elements shall include:
 - (1) Windows in varying, yet similar arrangements.
 - (2) Appropriate vertical visual consistency at the centerline of the façade.
 - (3) Appropriate ratios of visual width between top and bottom halves of the elevation (bottom ½ clearly supports the top).
 - (4) Overall design shall be symmetrically or asymmetrically balanced.
 - (c) Design must include the following rhythms:
 - (1) Proximity (objects close together complement each other).
 - (2) Similarity- common textures, colors or features.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.23. General building design (non-residential).

In addition to the required private frontages and the standards provided in each frontage, the following standards shall be applied to non-residential building types only.

- (a) *Public entrance.* Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish which places an emphasis to the entrance.
- (b) *Building orientation.* The primary building entrances shall be visible and directly accessible from a street or park space that has a sidewalk or pedestrian path.
- (c) *Storefront character.* Buildings shall express a "storefront character". This guideline is met by providing all of the following features along the building frontage as applicable.
 - (1) Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - (2) *Large display windows on the ground floor.* All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40 percent and a maximum 80 percent of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50 percent of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement if the first floor has not been design as a flood proof first floor.
- (d) *Building façade.* A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from 12 feet to 16 feet above grade, whichever applies to the proposed development. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the street. All buildings excluding single family detached homes shall utilize at least three of the following design features to provide visual relief along all elevations of the building:
 - (1) Divisions or change in materials (materials should be drawn from a common palette).
 - (2) Window bays.

-
- (3) Separate entrances and entry treatments, porticoes extending at least five (5) feet.
 - (4) Variation in roof lines.
 - (5) Balconies: 6 feet maximum may project into the front or side street setbacks.
 - (6) Dormers.
 - (7) Canopies, extending at least five (5) feet.
 - (8) Gables.
 - (9) Overhang extending at least five (5) feet.
 - (10) Recessed entries (at least three [3] feet from the primary façade).
 - (11) Protruding entries (at least three [3] from the primary façade).
 - (12) Covered porch entries.
 - (13) Cupolas shall be permitted on sloped roofs and are exempt from the height limitations up to twelve feet above the roof line.
 - (14) Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.24. Design review and required drawings.

An applicant shall be subject to the City's permit process. In addition, any development within the PAG Overlay District using the building types, as provided in this division, shall submit architectural elevations of all facades of all structures subject to this division and shall be a required exhibit for plan approval which does not subrogate any requirements outlined in Division 5, Site plan approval procedures, and building permit process. Such exhibits shall include colors, materials, building dimensions, mass and scale proportions, location of service areas and mechanical equipment, screening devices, parking, site furnishings, lighting fixtures, all signage, and any other information as determined necessary to ensure consistency with the intent of this division. All elevations and overall design must be signed and sealed by a licensed architect registered in the State of Florida and must provide a summary and illustrations that identify each standard listed in section 20.22 or 20.23 of this division. The City may request review by the Historic Preservation Board to ensure compatibility of new construction or additions within the PAG overlay district.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: No staff requested motion; the Commission must decide what action to take.

Strategic Objective: NA

Date: November 6, 2023

Prepared By: John Taylor, Procurement Manager

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Choosing of Firm to Implement City Comprehensive Plan.

Funding: Not available until a decision is made.

Attachments:

1. CGA_St Pete Beach Comprehensive Plan_Electronic
2. Comprehensive Planning Services_CAPSUS Letter of Interest Qualifications_St Pete



ELECTRONIC

Comprehensive Planning Services



Prime Firm:
Calvin, Giordano & Associates, Inc.

Due Date and Time:
August 18, 2023 at 12:00 PM

Primary Contact
Luis Serna, AICP
Project Manager
lserna@cgasolutions.com

Address:
13535 Feather Sound Drive
Clearwater, FL 33762

Telephone No.:
727.394.3825



Calvin, Giordano & Associates, Inc.
A **SAFEbuilt** COMPANY

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management &
Writing
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment &
Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

Feather Sound
Corporate Center
13535 Feather Sound Drive
Suite 135
Clearwater, FL 33762
Tel: 727.3825

www.cgasolutions.com

August 18, 2023

City of St. Pete Beach
John Taylor
St. Pete Beach Procurement Manager
jtaylor@stpetebeach.org

Re: Request for Letters of Interest and Qualifications - Comprehensive Planing Services

Dear Selection Committee,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit for your consideration our qualifications to evaluate the existing Comprehensive Plan to the City of St. Pete Beach (City). CGA is a multidisciplinary firm that specializes in providing a range of professional planning, urban design, master planning, transportation, engineering, and landscape architecture services to both public and private sector clients throughout Florida, including the City of St. Pete Beach. We have a strong presence in the Tampa Bay Region, with our Clearwater office located at 13535 Feather Sound Drive, Suite 135, Clearwater, FL 33762, serving as the office responsible for this contract.

For over **85 years**, CGA has been providing consulting services to a wide range of government clients. With over 370 employees, including a Planning Department consisting of eight (8) AICP-Certified Planners and current contracts with over 60 governmental entities, our firm provides a wide range of services typical of a much larger firm, but with the personalized attention of a smaller firm. At CGA, client relationships, knowledge of the work at hand, budgets, and schedules are paramount. For Comprehensive Plan projects, CGA executes a Project Management Plan to ensure ongoing customer satisfaction.

CGA's complete suite of services and inclusive public engagement expertise allows us to address the multiple interrelationships between planning and land use, transportation, sustainability, environmental issues, urban design, and economic and community development considerations. Our focus for the City's Comprehensive Plan update is on Livability, Resiliency and Prosperity. This multidisciplinary approach assures that all aspects of this comprehensive planning project are consistent with the community's vision, internally consistent and attainable, consistent with other agency requirements, and compliant with the requirements of Chapter 163, F.S. CGA also has the in-house resources in other disciplines to support additional work that may be needed under this contract.

Over the last decade, CGA has completed numerous Evaluation and Appraisal Reports, plan amendments, and Comprehensive Plan updates for communities throughout Florida. Recent successful projects include comprehensive planning projects for the cities of Belleview, South Pasadena, Belleair, Tarpon Springs, Wilton Manors, Lauderhill, and Miami.

We have assembled a multidisciplinary team of qualified professionals, possessing the diversity of technical skills required for this contract. Team members have worked together to build a long resume of providing outstanding solutions for our clients.

Should CGA be selected to provide services under this contract, I, Chris Giordano, will serve as the Principal-in-Charge, and I am authorized to make representations for the company.

Mr. Luis Serna will be the primary contact for project management and contract operations oversight. He is Ms. Adkin's operations counterpart and will be an alternate contact, but the primary contact for contract operations oversight. He will be responsible for ensuring increasing client and employee satisfaction levels while improving the workforce's efficiency, service, and technology throughout the contract.

In the role of Account Manager, Ms. Jessica Adkins will provide contract oversight and act as an intermediary between CGA and the City to meet the City's needs for information, support, and assistance. In turn, Ms. Adkins helps CGA to better understand the City's needs, expectations, and difficulties.

By submission of this proposal CGA, certifies that this proposal will remain in effect for ninety (90) days from the proposal due date. Should CGA be selected to perform these services we respectfully request the opportunity to negotiated the terms and conditions of the contract with the City.

Please find herewith our contact details:

[Chris Giordano](#)

President

CGiordano@cgasolutions.com

T: 954.921.7781

[Luis Serna, AICP, LEED AP BD+C](#)

Project Manager

LSerna@cgasolutions.com

T: 727.394.3825

[Jessica Adkins](#)

Account Manager

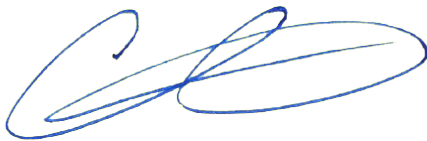
JLAdkins@safebuilt.com

T: 407.630.2859

We are excited to respond to this request and know that given the opportunity, the City of St. Pete Beach will benefit from our range of expertise, our extensive experience in the industry, and our collaborative and innovative approaches to problem solving. You will find, through the due diligence process of CGA's provided references, that client satisfaction remains our underlying theme and is the most important part of any statement on past performance.

Sincerely,

Calvin, Giordano & Associates, Inc.



Chris Giordano
President



Qualifications and Experience of Staff

LUIS SERNA, AICP, LEED AP BD + C

Project Manager

Years of Experience: over 30 years of experience

Degree: Graduate Studies in Urban and Regional Planning, University of Miami, Coral Gables, FL; BS, Economic with an emphasis in Economics of Industry, Florida State University, Tallahassee, Florida

Licenses / Registrations / Affiliations: AICP No. 013237

Mr. Serna has over 30 years of experience in land planning consultation for public and private sector clients. Mr. Serna is the Planning Director at CGA and is responsible for the planning operations of the Tampa Bay office. He provides planning services to local governments including site plan and permit reviews; land development code and comprehensive plan updates; preparing neighborhood and special area plans; reviewing and preparing staff recommendations on applications for rezoning, plan amendments, site plans, development agreements, special exceptions, and variances. He also provides planning consultant services to private clients including site feasibility and entitlement studies; preparation of land use amendments and rezoning applications; and consultation on special exceptions, variances, and other development applications.

JAMES "JIM" HICKEY, AICP

Director of Planning

Years of Experience: over 25 years of experience

Degree: Masters in Urban and Regional Planning (MURP) Virginia Commonwealth University, Richmond, VA | B.S., Geography and History University of Massachusetts, Boston, Massachusetts

Licenses / Registrations / Affiliations: AICP No. 015985

Mr. Hickey leads our main planning office and has over 25 years of planning experience in municipal as well as county government. He has experience in comprehensive planning, site development reviews, architectural review, zoning code amendments, comprehensive plan amendments, form-based codes, data and analysis, Geographic Information Systems (GIS), and preparation, creation and implementation of CRA and DRIs regulations. Mr. Hickey acts as the Director of Development Services for the City of Weston and the Planning Director for the City of Lighthouse Point. Mr. Hickey works with a number of communities on large-scale projects to provide technical planning expertise on how to allow for development while balancing the needs of the existing community.

DAVID "DAVE" DIXON, AICP

Planning and Urban Design

Years of Experience: 11 years

Degree: Master of Arts, Urban Planning, University of California, Los Angeles; B.A., Geography, University of California, Santa Barbara

Licenses / Registrations / Affiliations: AICP No. 028501

Mr. Dixon recently joined CGA's Planning Department after 11 years of practicing planning across the US and Canada. His experience includes comprehensive planning, redevelopment planning, urban design, site planning, land use code updates, development review and neighborhood/sub-area planning, also contributing a specialty in Geographic Information Systems (GIS). Dave has provided planning services for municipalities, counties, states/provinces, and the federal government as well as for the private sector as an urban planning consultant.



Qualifications and Experience of Staff

SILVIA VARGAS, FAICP, LEED AP Principal Planner and Public Outreach

Years of Experience: over 27 years

Degree: Master of Urban Planning, University of Kansas (1993) | Bachelor of Arts, Architectural Studies, University of Kansas (1991)

Licenses / Registrations / Affiliations: AICP No. 087875

Ms. Vargas has over 27 years of experience in managing planning processes in the U.S. and abroad. She joined Calvin, Giordano & Associates as a Principal Planner after running her own consulting firm, SEVCP. Previously, she was a senior professional at WRT Planning & Design. Ms. Vargas's practice spans everything from region-wide, county and city comprehensive plans, vision statements, and strategic action plans, to studies at the system, downtown, district, corridor, neighborhood, and site scales. Ms. Vargas is a skilled and creative facilitator who specializes in designing creative public engagement tools. Her work has been recognized through numerous awards and speaking opportunities.

VICKKI PLACIDE-PICKARD Planning and Grant Administrator

Years of Experience: over 15 years

Degree: Master of Public Administration, Florida Atlantic University, Boca Raton, FL 2009; Bachelor of Science, Health Administration, minor in Business Administration, Florida Atlantic University.

Licenses / Registrations / Affiliations: Certified Housing Development Professional- Certification No. 0812-013

Ms. Placide-Pickard has over 17 years of public sector experience in Community Development. She specializes in Affordable and Workforce Housing Development programs, Economic Development Strategies, Neighborhood Planning, Public Engagement and Grant Administration. Ms. Placide-Pickard provides urban planning services and grant management services to local governments including: site plan review, land development code updates, comprehensive plan updates and amendments, rezoning, housing studies facilitating public outreach, strategic visioning, grant writing and grant administration.

ALEX A. DAVID, AICP Principal Planner

Years of Experience: over 35 years

Degree: MBA, Barry University; BSc Geography (Urban Planning), Pennsylvania State University

Licenses / Registrations / Affiliations: AICP No. 015953; APA No. 116051

Mr. David brings expertise acquired over many years with both private and public planning organizations. Having formerly worked with the Miami-Dade County Planning Department and Office of the County Manager and Miami-Dade Public Schools he specializes in both current and long-range planning and development issues. During his tenure as a consultant, Alex has had the privilege of assisting Miami-Dade County and 22 of the County's 35 municipal governments in planning and zoning matters, development projects and specials projects. Alex also has a reputation for building intergovernmental partnerships. He has also served as the Interim Community Development Director for the Town of Cutler Bay and as Interim Zoning Administrator for the City of North Miami where he was staff to the Board of Adjustment.

GIANNO FEOLI, ASLA Urban Design and Public Outreach

Years of Experience: 23 years

Degree: Florida International University (FIU) School of Architecture Miami, Florida B.A., Architectural Studies Florida International University (FIU) School of Architecture Miami, Florida

Licenses / Registrations / Affiliations: American Society of Landscape Architects

Mr. Feoli leads the Landscape Department in creative design strategies for urban environments with specialties including urban design, contextual analysis, and branding. He has experience in coordinating design implementation within built-out urban environments, public outreach, and report preparation, where he will lead the effort in the creation of a graphically-rich, easily legible report. His experience has encompassed a wide array of project-types, and his strengths lie in client responsiveness, project organization, public outreach, connectivity plans, streetscapes and urban interventions, park design, and form-based urban designs and planning strategies.



Qualifications and Experience of Staff

GRAHAM E. LONG, AICP Planner

Years of Experience: 16 years

Degree: B.A. American Studies: the Built Environment and Urban & Regional Planning, The George Washington University, Washington, D.C.)

Licenses / Registrations / Affiliations: AICP No. 32840

Mr. Long has over 16 years of experience in Planning and Government Relations. He has experience ranging from Public Outreach and Intergovernmental Affairs, to Comprehensive Planning and Development, Land-Use Regulation, and Share Services Initiatives. As an advisor to elected officials, he has developed and implemented policies such as green energy initiatives infrastructure improvements, downtown revitalization, sustainable growth, community development and neighborhood preservation. Working as a political consultant, he has experience with all levels of government, navigating bureaucracies and building out new processes and initiatives. He has assisted with 2020 Census outreach coordination, comprehensive plan updates, zoning code development, hazard mitigation planning, energy efficiency programs, and local/regional transportation mobility.

DAVID STAMBAUGH, PE DBIA Infrastructure

Years of Experience: Over 23 Years

Degree: Bachelor of Science in Civil Engineering, University of Central Florida

Licenses/Registrations/Affiliations: PE No.: 70757; Florida Stormwater, Erosion and Sedimentation Control Inspector;

With more than seven years of construction experience followed by fourteen years of design and project management, Mr. Stambaugh has developed a strong understanding of the engineering profession and necessary skills to successfully complete a variety of projects with varying degrees of complexity. He is experienced in the design of both public and private engineering projects, including the design of water and wastewater treatment plant expansion and rehabilitation, the design of sanitary sewer collection and transmission systems, replacement and improvements design for drinking water distribution systems and booster stations, and the design of storm water management systems, roadways, and parking lots.

NORWING HERNANDEZ GIS Technician

Years of Experience: 5 Years

Degree: Bachelor of Geography, Florida International University

Mr. Hernandez is a recent graduate of Florida International University and has two years' experience in Geographic Information System (GIS) technologies as an intern and technician. His experience ranges from various public works projects done for the City of Weston, which included asset location inspections, area calculation of city sidewalks, and digitizing assets (mast arms, street lights, sewer lines, etc.). He also previously tutored GIS students at FIU, assisting them with data extraction and mapmaking (symbolology, choropleth, kernel density, etc.).

PABLO CHON KAN-MUNOZ, PE Transportation

Years of Experience: 6 Years

Degree: Masters in Civil Engineering, Florida Atlantic University, Boca Raton, FL; Bachelors in Civil Engineering, Universidad de Costa Rica, San Jose, Costa Rica

Pablo has six (6) years of experience as traffic engineer. He holds a master's degree in Civil Engineering with emphasis on Transportation from FAU and experience on traffic operations, traffic signal design, and automated vehicles. He has worked with state and local agencies developing capacity studies, designing intersections, developing micro mobility studies, and evaluating projects from the traffic point of view.



Qualifications and Experience of Firm and Detailed List of Similar Engagements

FIRM OVERVIEW

With more than 370 employees, Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company is a full-service company that provides planning, urban design, GIS, engineering, transportation, and a broad range of municipal services. Our internal multidisciplinary capabilities and collaborative approach facilitates a seamless examination of the interrelationships between land use, mobility, utilities, urban design, environment, economy, and equity to address community livability and resiliency in a holistic manner.

CGA's Planning Practice consists of nine (9) AICP-certified planners and other planning staff that manages contracts with over 60 governmental entities. Over the 85 years of the company's history, CGA has helped dozens of local governments to create and update their comprehensive plans, as well as providing them with implementation tools such as land development codes, design guidelines, urban form studies, and others. Our track record of success has earned us a reputation for advancing the art and science of comprehensive planning by successfully helping small communities achieve their unique visions, goals, and sense of place. We have the in-house resources and other disciplines to support work needed to prepare the comprehensive plan including civil and transportation engineering, environmental planning, GIS and urbanism. Our professionals are vastly experienced in ensuring all aspects of a planning process remain consistent and compliant with enabling planning legislation.

CGA's success in creating comprehensive plans that get adopted and implemented, stems in part from the tailored approach which we take with each project and the emphasis placed on planning with the community. We do not create cookie-cutter plans. As consultants, we consistently stand out among competitors for three key qualities that keep our clients coming back:

- ✓ We are *problem-solvers, out-of-the-box thinkers, and consensus builders*. Our commitment to, and track record of offering our clients "exceptional solutions" (our company tagline) has allowed us to become a premier leader in government services.
- ✓ We bring a *unique "insider" perspective* to our consulting work for public sector clients because most of our professional personnel previously worked as building, planning, zoning, community development, transportation, or public works staffers and directors in municipal government and have even served as City administrators; and
- ✓ We are *nimble, adaptable, and highly responsive*. Not only are we known for being accessible and available to our clients, but we are quick to act on client requests.

PLANNING PHILOSOPHY

CGA's philosophical approach to providing professional planning services is underpinned by three pillars:

1. **Personalized approach:** This is always based on extensive research into the context and conditions that result in development character and patterns that are responsive to the uniqueness of each community. We do not subscribe to formulaic, cookie-cutter approaches, because every community is distinctive. Custom Exceptional Solutions is the core of our business. Accordingly, for this assignment we have designed an approach that is tailored to the expectations of the City, based on the RFP, and our current understanding of the issues. However – because we know that we don't know everything — the methodology we propose has enough built-in flexibility to accommodate change.
2. **Public engagement-driven process:** Planning is by nature a process – one that includes information, education, conversation, and reaction. Often the process is as important to the ultimate success of the project as the product itself is. For this reason, we believe that community engagement is the main driver of the planning process and the key to the success of the plan during and after the completion of the project. Our public engagement methodology will be a customized kit of tool and techniques that fit the City's context and the RFP's requirements. We are committed to equity and inclusivity in the public engagement process, providing opportunities, information and deliverables that are accessible to all.
3. **Implementation focus:** As a full-service firm, CGA can provide a soup-to-nuts approach to many types of assignments. This means we are not only planners working at the policy level; we focus on implementability from the inception of the project. It is for this reason that in many communities, after the comprehensive plan is complete, we have gone on to help craft implementation tools and progress measures – including best practice toolkits, zoning codes, overlay districts and design guidelines, economic development strategies, beautification initiatives, capital improvement programs, and performance metrics and indicators. We have designed and built community wayfinding, gateway features; we have helped improve roads; we have updated water and sewer systems and upgraded existing parks or created new ones. We know what it takes to turn planning studies into tangible results, whether in better regulatory or administrative



processes, successful programs, improved community relations, or built projects.

Project Management and Team Organization

CGA will serve as the prime consultant on this assignment. Our project management approach assigns communication between the City and the consultant team, coordination of the process, and responsibility for quality control of the work to Project Manager Luis Serna, AICP.

Mr. Serna is responsible for the planning operations of the Clearwater/Tampa Bay office. He provides planning services to local governments including site plan and permit reviews; land development code and comprehensive plan updates; preparing neighborhood and special area plans; reviewing and preparing staff recommendations on applications for rezoning, plan amendments, site plans, development agreements, special exceptions, and variances.

CGA has a proven record of meeting and exceeding project scheduling and budget goals. The key to our success is our project management system, which includes stringent in-house quality assurance and quality control standards, document control, and project plan execution. We utilize the Ajera platform to manage the full project lifecycle of each project or work order. As one of our project management tools, the system controls all aspects of the project including accounting, project management, and resource utilization in real-time. This system is web-based, allowing both internal and remotely placed employees full function capabilities via any Internet connection. The system not only keeps a "live" accounting of all our projects budgets, earned to date, work in progress, and estimate to complete, but it also allows Project Managers to assign, resource-load and adjust our staff and projects.

Our team's collective experience is eminently suited to lead the kind of innovative, aspirational, and pragmatic planning process that we perceive the City is seeking. We combine nimbleness and personal touch with the capacity, experience, and technical strength needed to help the comprehensive plan process succeed.

Experience with Comprehensive Planning

CGA's multidisciplinary team members have worked together to build a long resume of providing comprehensive and neighborhood planning services throughout our many years of experience. An important component of those plans and long-term visions typically includes analyses and discussions on environmental protection, redevelopment, housing opportunities, improving neighborhoods, building upon existing community character, coordinating infrastructure improvements and maintaining and improving quality of life.

Our Team will review for consistency with regulatory provisions, as well as consistency with the adopted Comprehensive Plan and existing neighborhood plans to ensure compatibility. The CGA Team has collectively completed hundreds of

comprehensive plans, regulatory updates, district plans, housing studies, and other types of relevant plans over the past several decades. Below is a sampling of CGA's experience from the last 5 years:

- City of Oldsmar
- City of Belleview
- City of Ann Maria Island
- City of South Pasadena
- Town of Belleair
- City of Weston
- Town of Surfside
- Town of Medley
- City of South Miami
- City of Pompano Beach
- St. Lucie County
- City of Lauderhill
- City of Wilton Manors
- North Bay Village
- Town of Indiantown



CGA Open Forum Event



Client
City of Oldsmar
100 State Street
Oldsmar, FL 34677

Contact Information at Time of Project:
Tatiana Childress, AICP, CFM
Planning and Redevelopment Director
Tel: 813.749.1115
Email: TChildress@myoldsmar.com

Project Date
2021 (On-going)

Services Provided
Comprehensive Planning
Land Development Regulations

Project Manager
Luis N. Serna, AICP, LEED AP BD+C

COMPREHENSIVE PLAN EVALUATION AND APPRAISAL REVIEW | COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE UPDATE



Oldsmar, FL

CGA recently completed the Evaluation and Appraisal Review report of the Comprehensive Plan which was accepted by the City. CGA was awarded the contract to prepare a complete update of the Comprehensive Plan including the data and analysis sections of the Plan.

Previously, CGA prepared Comprehensive Plan and Land Development Code revisions to allow implementation of a development plan to create an identifiable and walkable downtown for a 40+ acre portion of the City's Community Redevelopment Area (CRA). The project required extensive coordination with Forward Pinellas, the regional planning agency for Pinellas County. The revisions also needed to be consistent with the City's CRA plans and the Countywide Rules and Plan. CGA's services included transmittal to and coordination with the Florida Department of Economic Opportunity and other reviewing agencies.

Client
City of South Pasadena
7047 Sunset Drive South
South Pasadena, FL 33707

Contact Information at Time of Project
Carley Lewis, MMC
City Clerk/Administrator
Tel: 727.347.4171
CLewis@mysouthpasadena.com

Project Date
2011 - Ongoing

Services Provided
Comprehensive Planning and Implementation
Special Area Planning and Implementation
Zoning Code Development, Implementation and Administration
Staff to City Boards
Comprehensive Plan and Land Development Code Amendments
Permits and Plans Review
Land Development Code Update

Firm's Fees
\$ Not Applicable

Construction Cost
\$ Not Applicable

CONTINUING PLANNING SERVICES

South Pasadena, FL



Corridor Redevelopment Plan

In an effort to help attract businesses to the City and promote revitalization along its main traffic artery, Pasadena Avenue (S.R. 693), the City of Pasadena adopted the Pasadena Avenue Corridor Redevelopment Plan prepared by Calvin, Giordano, and Associates in 2012. This Plan provided a framework upon which to build details of a redevelopment effort to be implemented over time for the corridor.

Evaluation and Appraisal Report Amendments, Update to Comprehensive Plan and Land Development Code

Upon completion of the Pasadena Avenue Corridor Redevelopment Plan, CGA was tasked to complete the following work products:

- A Preliminary Corridor Concept Plan;
- Comprehensive Plan Amendment to Incorporate the Concept Plan Strategies;
- Creation of a New Overlay Plan Map Category – "Planned Redevelopment – Mixed Use"; and
- Establishment of a new zoning district, including design guidelines to implement the Overlay Plan Category.

In addition to providing the City with a fully implementable plan and regulatory mechanism for their main traffic artery, CGA collaborated with the County to ensure South Pasadena would be eligible for recognition under the Countywide Plan for certain mixed-use and density/intensity entitlements that would not have otherwise been available to the City.

CGA was also responsible for preparing Comprehensive Plan and Land Development Code amendments to ensure consistency with the mobility management system adopted by Forward Pinellas in 2015 and to address sea level rise as required by the Florida Legislature in 2015.

General Planning Services

Through an ongoing planning services contract, CGA functions in the capacity as City Planners, reviewing zoning and land use applications, site and development plans, concurrency reviews, transportation planning, land development code and comprehensive plan amendments, and the preparation and presentations of staff reports to the City Commission and appointed Boards.



Client

City of Belleview, Florida
5343 SE Abshier Boulevard
Belleview, FL 34420

Contact Information at Time of Project:

Shawna Chancey,
MPADevelopment Services Director
Ph: 352-245-7021
Email: schancey@belleviewfl.org

Project Date

October 2020 - Ongoing

Services Provided

Evaluation and Appraisal Review (EAR)
Report
Land Development Regulations
Comprehensive Plan Amendments
Technical Assistance Grant Application

COMPREHENSIVE PLAN UPDATE Belleview, FL



Comprehensive Planning

CGA analyzed and identified needed updates to the City's Comprehensive Plan for consistency with Florida Statutes, consistency with other local plans, and to reflect current local priorities. Among other issues the City wanted to address in the update was a desire to create a mixed-use activity center around Lake Lillian, a centrally located lake off of the City's main commercial corridor.

Land Development Regulations Update

CGA is currently working on a comprehensive update of the City's Land Development Regulations. The updates will address needed revisions for consistency with the recently updated Comprehensive Plan. Other issues and priorities currently being addressed include:

- Updated parking regulations to provide flexible standards for unique development proposals and to encourage redevelopment of sites that do not meet current parking requirements.
- Updated zoning use regulations to address current and future economic conditions.
- Updated sign standards to address current legal standards regarding regulation of sign content.

Client

Town of Belleair
901 Ponce de Leon Boulevard
Belleair, FL 33756

Contact Information at Time of Project:

J.P Murphy, ICMA-CM
Town Manager
Tel: 727.588.3769
JMurphy@townofbelleair.com

Project Date

2011 - Ongoing

Services Provided

General Planning

Firm's Fees

\$ N/A

Construction Cost

\$ N/A

CONTINUING PLANNING; PLAN AND CODE REVISIONS; DEVELOPMENT REVIEW Belleair, FL



CGA is the planning Consultant for on-going professional land planning services, site plan and permit reviews, zoning code and Comprehensive Plan updates as needed. Preparation of Mobility Plan and Floodplain Management code regulations and Comprehensive Plan updates.

When preparing and updating community plans, an important part of CGA's efforts are devoted to understanding and respecting important community values and historic characteristics. Our recent experience working with the Town of Belleair over the past several years in dealing with the proposed redevelopment of the historically significant Belleview Biltmore Hotel listed on the National Register of Historic Places is an example of successfully integrating this component of comprehensive planning with the overall interests of the community.

Faced with several proposals to demolish this historic hotel in its entirety, CGA assisted the Town in amending its Comprehensive Plan and Land Development Code to create a planned mixed-use process that required that temporary lodging or hotel use be included in any redevelopment project. More specifically, a key component of the new code required an "historic recognition component" that recognized and respected the historic and architectural significance of the existing hotel.

As a result of this approach, the property was rezoned, and a redevelopment plan approved, that not only provided for continued hotel use, but included preservation, relocation, and restoration of a portion of the existing five-story Belleview Biltmore Hotel structure consistent with the community objectives for historic preservation.

The aforementioned project was successfully completed. The Code and Comprehensive Plan amendments were adopted and accepted by the State.

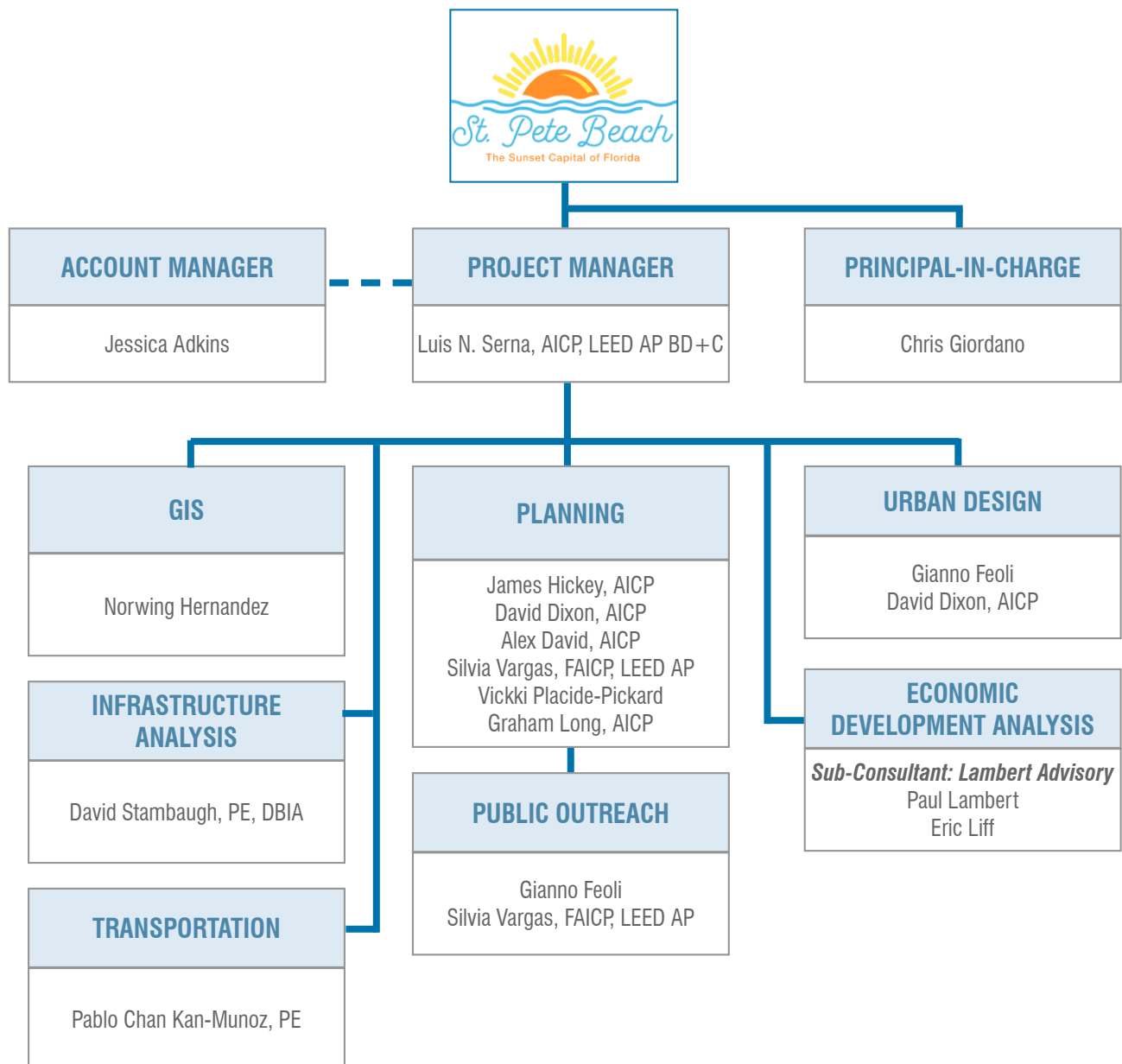


Proposed Team

We have assembled this team of qualified professionals who are all fully committed to dedicating the necessary manpower, expertise, and attentiveness to ensure that the City of St. Pete Beach meets its objectives for this Comprehensive Plan. Mr. Luis Serna will be in regular communication with the appointed representative from the City in order to confirm this commitment and provide them the appropriate project's status and progress updates to make this project a success.

Full detailed resumes of our team of experts can be provided upon request.

ORGANIZATIONAL CHART





Proposed Approach

OVERVIEW

The City of St. Pete Beach is seeking assistance in evaluating and recommending updates to its Comprehensive Plan, including its supporting data and analysis, and its proposed future land use development plans. The City requires recommendations, based on professionally obtained data about existing conditions and future trends, regarding whether the current Comprehensive Plan accurately reflects the vision of the community. These recommendations will be particularly focused upon density and intensity standards within the City.

As a local firm with extensive experience in updating Comprehensive Plans in Florida, our team understands the importance of creating legally defensible yet user-friendly plans that are easy to read, apply, and interpret, and which are based on factual data and are reflective of the community's vision for the future. Our staff is very familiar with the unique character of St. Pete Beach, having provided planning services for St. Pete Beach and many of the surrounding communities. Our experience includes preparing a 2015 density study of the City's Community Redevelopment District.

PROJECT APPROACH

Phase 1: Public Input, Data Collection, and Analysis

Kickoff Meeting with City Staff

This initial phase of the Comprehensive Plan update will be crucial in establishing good benchmarks for the rest of the process. Gaining a full understanding of the successes and failures of the adopted Comprehensive Plan will be the primary focus. In this initial step, we will coordinate and work with City Staff, tapping into their knowledge and understanding of the community and the different planning documents.

To ensure the ongoing success of every project, it is important to designate and to communicate to all parties involved the management responsibilities for the project. At the onset, CGA will designate a project manager who will function as the primary point of contact and will be responsible for directing and coordinating the preparation of work products, final review of deliverables, and managing the project scope, schedule, and budget. CGA will also request that St. Pete Beach designate a project manager from staff who will be the City's primary point of contact, as well as responsible for providing base information to CGA, disseminating the consultant's work product to the appropriate City staff, communicating official direction of the City to the consultant, and providing any necessary updates and communications with City staff, Boards, and the Commission.

During this phase, CGA will engage City staff to determine how the public engagement process can be structured to achieve optimal community input for the City. Logistics regarding the public engagement processes as well as the frequency and

number of meetings will be discussed as well as identifying the City's stakeholders and thought leaders who will be integral in the success of the public engagement process. Potential dates and locations will also be identified to ensure that the public process is as open and inclusive to all residents and business owners within the City. Part of the public engagement process will include utilization the City's website and social media platforms as means of disseminating information as well as providing additional ways for the public and stakeholders to provide comment on the plan and the process.

Existing Conditions and Trends Analysis

The Background Data and Analysis provides the backbone for the Comprehensive Plan's policy framework – the plan is only as good as the quality of the analysis of data and the quality of the sources used. The CGA team has the expertise and experience to lead this component with excellence and deliver a solid foundation for the City's policy decision-making. CGA has built a solid base in the development of Data, Inventory and Analysis sections of many Florida Comprehensive Plans. For this project, our analysis will be particularly focused on population, real estate, and other market trends that will influence how the City will develop in the near-term and long-term futures.

The results of our analysis will be presented and explained in an Existing Conditions and Trends Analysis Report. This report will synthesize the review of the adopted Comprehensive Plan priorities, with the review of resource materials made available by the City, with the latest data on demographics, population, and market projections for the City to 2043, with other infrastructure and system data and information available, and with focus of insights gained from the interviews with key personal and official and through the community outreach meetings.

Public Outreach and Participation

Although our project approach includes opportunities for public participation throughout the Comprehensive Plan update process, we are proposing that a majority of outreach take place during this phase in order to provide the basis for understanding and describing existing conditions and for the formulation of recommendations that will be presented in subsequent phases. In order to identify common concerns and priorities of community stakeholders, we will conduct group or individual interviews with key City personnel and officials which would include individual City Commission members and other appropriate board members and key community stakeholders as identified by the City.

To engage a broad range of the community at-large, we recommend conducting at least two community-wide meetings. The first such meeting would introduce the project and identify major issues of concern and the community's



ideals for the future of St. Pete Beach. From the data we have collected during this phase, we will present likely development scenarios based on market trends and existing land use regulations. The second workshop would build upon the input of the first workshop and would focus on distilling this input into common themes and common visions for the future of the City based on several possible development scenarios. Prior to the initial workshop, we typically provide survey questions to the community at-large via the City's website. We can also include targeted surveys to obtain input from groups that in the past have tended to not be as vocal about planning issues.

The input received from these public engagement efforts will be used to formulate alternative growth scenarios for the next 20 years. By this point in the process, the CGA team will have gained enough insight into the successes and opportunities of the City's adopted Comprehensive Plan; other City resources and documents; the new baseline data; and the various perspectives of key stakeholders and City officials to identify and recommend an overarching Vision Statements as well as key policy recommendations.

Deliverable: Summary of Public Input Process and Outcomes, Existing Conditions and Trends Analysis Report, and Vision/Key Recommendations Report.

Phase 2: Draft Comprehensive Plan Revisions

The CGA team will incorporate the findings of the Existing Conditions and Trends Analysis and Vision/Key Recommendations Report into draft Comprehensive Plan revisions for review and acceptance by the City. These recommendations will be presented as alternative growth scenario options based on the Trends Analysis and on growth preference alternatives presented during the public participation in the previous phase. The draft revisions will first be presented to City staff for review and comment, with any necessary revisions made by CGA prior to presentation to the City Commission for acceptance.

Deliverables: Draft Recommended Comprehensive Plan Revisions Report.

Phase 3: Acceptance of Draft Plan Revisions by the City Commission

CGA will participate in up to two public meetings of the City Commission for acceptance of the Recommended Plan Revisions Report. We will prepare supporting background information and summary material within the Recommended Plan Revisions Report. During this phase, we will also solicit input from the Commission regarding recommended Comprehensive Plan amendments based on preferred growth alternatives identified in the Recommended Comprehensive Plan Revisions Report.

Deliverables: Recommended Comprehensive Plan Revisions Report with Executive Summary and Supporting Meeting Material.

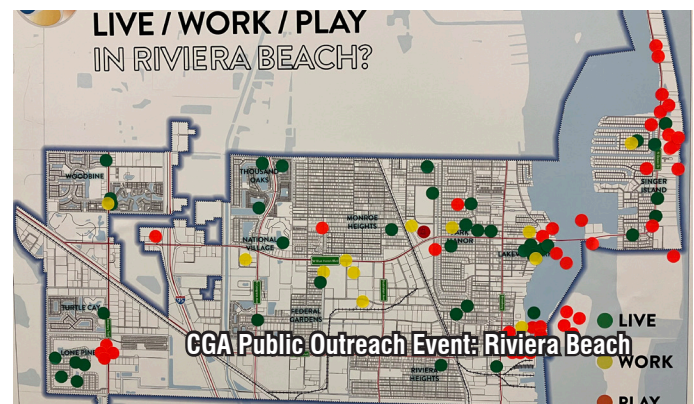
Phase 4: Adoption of Amendments by the City

At the direction of the City, CGA will prepare in strike-through/underline format revisions to the Comprehensive Plan. The drafts of these revisions will be provided to City staff for comment and acceptance prior to presentation to the Commission. During this phase, we will also coordinate with Forward Pinellas to ensure that proposed amendments are consistent with the existing and any possible planned revisions to the Countywide Rules and Maps.

CGA will participate in and provide background material for one Local Planning Agency Hearing and one City Commission Hearing for transmittal of the Comprehensive Plan amendments to the Florida Department of Commerce. CGA will coordinate transmittal of the amendment to the Department of Commerce and other reviewing agencies, and we will coordinate any needed responses to reviewing agency comments.

Following review by the Department of Commerce and other reviewing agencies, CGA will participate in and provide background material for one City Commission hearing for final adoption of the Comprehensive Plan amendments.

Deliverables: Proposed Data and Analysis, and Goal, Objective, and Policy amendments in ordinance format. Project background and an executive summary will be provided for all hearings. Final Data and Analysis; and Goal, Objective, and Policy amendments, including maps, will be provided in an electronic and editable format.





PROJECT SCHEDULE

This schedule is provided for discussion purposes only. Meeting dates will be closely coordinated with the City prior to scheduling.

Scope of Services	2023				2024												2025	
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Phase 1: Public Input, Data Collection, and Analysis																		
Project Kickoff Meeting with Staff																		
Existing Conditions and Trends Analysis																		
Public Outreach and Participation																		
Phase 2: Draft Plan Revisions																		
Preparation of Draft Plan Revisions																		
City Staff Review of 1st Draft																		
Revisions to Draft Plan Revisions based on City comments																		
City Review and Acceptance of Draft Plan Revisions (Changes Made by CGA as Needed)																		
Phase 3: Acceptance of Recommendations by the City Commission																		
First Commission Meeting for Review of Draft Plan Revisions																		
Second Commission Meeting for Review and Acceptance of Draft Plan Revisions																		
Phase 4: Adoption of Amendments by the City																		
Preparation of Comprehensive Plan Amendments																		
City Staff Review 1 st Draft																		
Prepare Revisions as Needed																		
Final City Staff Review																		
Planning Board Hearing																		
City Council Hearing – Transmittal of Amendments																		
City Council Hearing – Adoption of Amendments																		

PROJECT BUDGET

St. Pete Beach Comprehensive Planning Services Proposed Budget	
Phase	Total
Phase 1: Public Input, Data Collection, and Analysis	\$ 80,000.00
Phase 2: Draft Plan Revisions	\$ 15,000.00
Phase 3: Acceptance of Recommendations by the City Commission	\$ 30,000.00
Phase 4: Adoption of Amendments by the City	\$ 10,000.00
Total Project Costs	\$ 135,000.00



Calvin Giordano & Associates, Inc.

A SAFEBUILT COMPANY



Proposal

Comprehensive Planning Services

City of St. Pete Beach

2023

1. Cover letter

Dear John Taylor,

CAPSUS is excited to submit our Letter of Interest & Qualifications for the RFP to support the City of St. Pete Beach in assessing the City's current Comprehensive Plan. In this document, you will find information about our organization, experiences, and suggestions for reaching the goals stated in the RFP, the proposed methodology, and the proposed staff.

Our approach is based on technical solid content, utilizing the best available information, generating the necessary tools, and applying the most effective methodologies to achieve the sustainability goals of our partners and clients. CAPSUS has a multidisciplinary team with experience in both the public and private sectors. We have acquired technical capacity through formal education and our own experience. Our team of professionals is dedicated to delivering high-quality results.

CAPSUS states that we have read, understood, and agreed to all statements in this request for qualifications. We acknowledge receipt of all addendums/amendments and the terms, conditions, and attachments referenced.

Please contact us with any further questions or comments regarding this document.

Kind regards,

A handwritten signature in black ink, appearing to be 'G Velasco', enclosed within a hand-drawn oval.

Guillermo Velasco

General Manager

CAPSUS LLC

gvelasco@capsus.us

Office: 832.737.0834

Mobile: 281 746 1809

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2. Project Description.

We understand that the objective of the project is to aid the city of St. Pete Beach evaluate the existing Comprehensive Plan (CP) along with its supporting data and analysis, and determine necessary amendments to better align with the community's vision, ensuring that the CP accurately reflects the current needs and desires of the community, serving as a guiding document for the City's growth and development.

The specific objectives of the project are:

- Foster **inclusive and meaningful engagement of community members** in shaping the future of their city's development.
- Promote **evidence-based planning** by conducting a thorough review of the city's existing CP and potential policy alternatives.
- Improve **spatial and land use planning systems** for risk-informed and carbon-sensitive development

These objectives will be achieved through an in-depth assessment of the current policies and characteristics of the city of St. Pete Beach. The assessment will be coupled with policy recommendations based on international best practices that are adjusted to the context of the city. The exercise will facilitate city-level planning, policy, and investment choices. Knowledge sharing and capacity building will be central pillars for this project to foster appropriation and replication of the methodological approach.

3. Approach to Project

Project Concept

To achieve the project's goal, we propose to do an urban modeling exercise and assessment that will help define and compare three distinct scenarios (BAU, CP, and Vision) of the City. These scenarios will help form consensus around policies and ordinances that could be integrated into St. Pete Beach's CP and will help in the community discussions to portray the tradeoffs between policies. The methodology involves the establishment of a baseline, and a complete overview of the situation, including highlighted implementation inconsistencies, public policies, planned investments, functionality gaps, framework review, and recognition of improvement opportunities focusing on governance constraints for leveling-up efforts. Once the team has analyzed the future trends of the city, the team will use the documents provided by the City, its own research, expert opinions, and its engagement with the public officials of the city to define different policy scenarios based on community feedback of the CP. Once these strategies are defined the team will measure its costs and benefits, and forecast the future performance of the city to fine-tune the best policies in St. Pete Beach. This information will be used to develop recommendations for the current CP. The methodology will be based on urban growth scenarios modeling using the planning tool Urban Performance.

Urban Performance

Urban Performance facilitates the understanding of different possible outcomes related to specific urban plans and policies. Urban Performance models how different interventions and policies modify a city's performance. These changes are assessed through indicators or metrics that evaluate the urban area on social, environmental, and economic dimensions. Urban Performance uses spatial and numeric data and performs a series of methods with this information to generate results for each indicator. The urban area's performance can then be compared against local goals and international benchmarks or standards.

Each scenario is a specific combination of different interventions, policies, projects, and plans. Policy levers trigger changes in the performance of an urban area and can range from investment in public transportation systems to changes in urban planning instruments, such as the enforcement of a construction code. Various scenarios can be created to assess what might happen if certain interventions are implemented to improve the urban area's future conditions.

The adaptation process of this tool includes the local stakeholder's involvement and capacity building. This will not only ensure the accuracy and relevance of the scenarios but will also strengthen the capacities of the local officials and facilitate the replication of the process in the future.

In basic terms, the Urban Performance methodology relies on four phases: **Data input, Time Frame definition, Scenario definition and modeling, and Calculation of the indicators.**

Data input. The precision of the model's outputs will depend on the quality of the input information. The ideal datasets that should be used for urban scenario modeling include population data, land use zoning, household density zoning regulations, public transport infrastructure, location of amenities, delimitation of risk-prone areas, and access to basic infrastructure.

Time Frame. The definition of a base year and a horizon year is crucial in scenario modeling. The base year represents the initial point in time for the forecasting process, whereas the horizon year is a selected year in the future in which scenarios take place.

Scenario definition. The model for the BAU urban expansion works with machine learning algorithms and is based on trends in historical land-use change data. This data is then complemented with input variables that reflect the geographic, socioeconomic, or physical characteristics of the urban environment, to find causality for change. These variables are also known as explanatory variables. The models “learn” about the perceived tendencies and are “trained” to forecast future changes in land use. The algorithms used to train the model are Binary Logistic Regression, Random Forests, and Recursive Partitioning & Regression Trees. Additional scenarios can be defined based on the urban planning instruments, interventions, and recommendations identified for the city through the knowledge exchange workshops and urban analyses.

Calculation of the indicators. The use of indicators eases comparison and decision-making. By modeling future scenarios and evaluating them with the same indicators, specialists can identify which projects or policies could bring the urban area closer to their ideal standards, shifting urban planning in the direction of evidence-based decision-making. Examples of indicators include population density, urban footprint expansions, population under flood exposure, etc.

Work Plan

Task 0. Project Management

Objective of the task: Set project management standards and communication processes to implement the project efficiently.

Description: This is a parallel task that we propose to guarantee the adequate flow of the project and to serve better the needs of St. Pete Beach. This task considers a monthly project management progress meeting with St. Pete Beach’s Implementing Unit to present progress, align visions and coordinate the actions that need to be carried out jointly. CAPSUS will prepare agendas and minutes for all meetings.

Deliverable 1: Inception report with updated methodology, scope, project management approach, and project timeline.

0.1. Set up

The project will start with an internal kick-off meeting between CAPSUS and St. Pete Beach’s Implementing Unit to deepen the understanding of the context and objective of the assignment and clarify the expected outcomes, communication protocols, milestones, important dates, and relationships with counterparts. This internal meeting will be followed by an official kick-off meeting with the St. Pete’s Implementing Unit and other relevant key stakeholders proposed by the city and CAPSUS. The objectives of this kick-off meeting will be to present the work plan and define focal points, communication channels, and key stakeholders to be involved at the different stages of the project, including a local technical team. Based on the outcomes the consulting team will update the methodology that will be submitted in week

4. **Products: Meeting minute**

0.2. Monthly meeting

We propose to hold monthly virtual meetings to update the level of progress of the consultancy, receive feedback on the activities carried out, and share specific needs required by the consulting team. After

each monthly meeting, the team will share a minute summarizing the most relevant information.

Products: Monthly meeting minutes

0.3. Closure and evaluation meeting.

During this session, the results of the consultancy will be presented. **Product: Executive PowerPoint file for the final presentation of the project**

Task 1. Baseline diagnostic assessment

Objective of the task: This task aims to identify gaps that should be addressed to accelerate the city's development goals.

Description:

Task 1 includes data gathering, policy review, and bibliographic research. This task will help the team understand the characteristics of the city and the policy framework. During this time, the team will set the basis for the urban analysis. Also, CAPSUS will perform a stakeholder analysis to develop a map that shows the level of interest and involvement from the public and private sectors (this is part of Task 4 as explained below).

Deliverable 2: A brief scoping report and presentation (PowerPoint slides and other visual aids) describing the past trajectories of urban growth (e.g. urban sprawling and GHG emissions), summarizing the state of knowledge regarding the city's resilience growth challenges and opportunities and lessons learned of past and ongoing investments.

1.1. Data gathering. CAPSUS will collect the relevant data, including proxies such as population, population densities, urban footprints, the spatial distribution of climate risks, key social infrastructure (such as hospitals and schools), key economic areas, mobility (if data is available), road network, GHG emissions, green spaces, long term master plans, energy production and consumption, and employment. CAPSUS will use local primary or secondary information, international databases, and additional data provided by St. Pete Beach. If data is not available, CAPSUS can propose alternative data sources such as OSM, WorldPop, GHSL, GEE, IEA, IRENA, EDGAR, or other sources. The missing information will be complemented through estimations using diverse information sources to complement the data needs. CAPSUS will create a database that will be used for the modeling and analysis of information. **Product: Initial request for information and Database**

1.2. Desktop review. CAPSUS will conduct a desktop review of relevant local policies and plans to highlight major policy gaps that should be addressed for the city to accelerate its resilient development. **Product: Virtual library**

1.3. Analysis. The team will review the current CP and examine existing data and technical studies related to the city's profile of relevant sectors. The diagnosis will allow the identification of the main levers of lower-carbon urbanization and the key climate change adaptation needs to estimate the future impacts of various interventions on emissions and resilience, with the added estimation of benefits. Also, a stakeholders' map will be produced in this process. The team will identify the sectors and their representatives that should be included as part of the CP review and engage directly with them to fact-check the diagnosis. The objective will be to recommend potential areas of improvement, which could be used by the cities to build resilience, address climate vulnerabilities, and reduce energy consumption and GHG emissions. **Product: Report**

1.4 Initial Workshop. CAPSUS will conduct an on-site initial Workshop. The purpose of the workshop will be to i) foster local stakeholder engagement, ii) present the Project, and iii) perform the initial data

gathering regarding resident input to the CP. The workshop will have a one-day duration. The workshop will consist in presenting the project's objectives, project plan, data needs, and expected outcomes to the local stakeholders.

1.5. Workshop analysis. CAPSUS' local team will review the workshop summary and other relevant information regarding its development and (possibly) conduct some interviews. **Products: Stakeholder engagement plan**

Task 2. Development of Urban Growth Modeling Framework

Objective of the task: This task aims to calculate the city performance indicators through a scenarios model.

Description: This is the main task of the project. During this phase, CAPSUS will calibrate the Urban Performance tool for St. Pete Beach, assess the current status of the city, and develop the three future scenarios. This stage will also include stakeholder engagement.

Deliverable 3: Urban Performance policy scenarios of urban development.

2.1 Calibration of Urban Performance.

CAPSUS will use the data gathered in the previous task and the analysis conducted to set up the urban modeling tool. The model will be fed with local data from St. Pete Beach such as emission factors, costs, urban characteristics, maps, risk-prone areas, population, density, and location of infrastructure, among other relevant data. Once the system is complete, the team will conduct a back-casting exercise to calibrate the model and finish the setup. At this point, CAPSUS will estimate the current status of St. Pete Beach as measured by the indicators defined during the inception phase. **Products: Calibrated model and assessment of St. Pete Beach's current status.**

A2.2 Development of urban scenarios

CAPSUS will forecast three possible urban growth scenarios, a trend or business as usual (BAU) scenario, and two alternate policy scenarios that show the impact that different policy combinations found in the CP can have on urban growth. CAPSUS will discuss and agree on the future scenarios that will be modeled.

The BAU scenario will estimate St. Pete Beach's performance by 2050 as measured by a sustainability index and the set of indicators defined during the inception phase (such as the indicators listed in the section *Urban Performance Methodology*). This scenario will provide the quantified impact of the various dimensions of climate change and resilient urbanization, highlighting the climate change risk exposure levels, increase in urban stresses, resource constraints, or mismanaged resources that would support the overall narrative on establishing a 'call for action'. The BAU scenario of urban growth will show the cost of inaction that the city may incur, based on ongoing trends such as unplanned urban growth.

For the future Growth Scenarios CAPSUS will develop scenarios that include a projection to 2050 with key policies and investments found in the current CP. These policy levers and investments will be defined through local stakeholder engagement, the results from the modeling, and international best practices.

Product: Presentation with the results of the three scenarios

2.3 Comparative assessments across scenarios.

CAPSUS will conduct a participative workshop where the stakeholders will be given a presentation of the results of the current status of the city and the scenarios. The workshop will be used to identify the

opinions of the stakeholders regarding the proposed policies and investments. During the workshop, the team will look to find a consensus, shared vision, or majority opinion from the stakeholders. The result from the workshop will be reported to the city. **Product: Workshop report**

2.4 Policy and investment gaps and opportunities for St. Pete Beach.

Once modeling and comparative assessments are made, the team will identify policies to be included or modified in the city's current CP. To prioritize the interventions, the team will use a multicriteria analysis based on the modeling results, the feasibility, and the stakeholder's opinions. The criteria that could be followed will be defined by the city and could include GHG emissions mitigation potential, reduction of exposure to climate risks, implementation costs, running costs, energy efficiency potential, and accessibility to city services. **Product: List of policies and investments**

Task 3. Drafting of Analytical Report.

Objective of the task: Develop a comprehensive assessment of the city's CP.

Description: Based on the results of the modeling exercise done in the previous task, the assessments, results, and stakeholder engagement, the team will draft the final assessment report.

Deliverable 4: An assessment report providing recommendations to the city's CP.

Deliverable 5: A summary technical briefing describing the preliminary analytical outputs. A PowerPoint presentation describing the outputs of the project, such as the modeling results.

3.1 Developing the Net Zero Plan.

CAPSUS will use the modeling results and the final list of policies and investments to draft the assessment of the city's CP. The work of this activity will focus on implementing modifications directly related to the work carried out, such as the priority actions and the urban growth scenarios. The modifications of the plan will describe the priority policies and investments and a recommended timeline for their implementation (immediate, short, medium, and long term). The package of new urban interventions will be evaluated as a group based on the indicators defined during the inception phase, such as total energy consumption, renewable energy consumption, GHG emissions reductions, improvements in environmental quality, urban risks, the capital investment needed, estimated running costs, alignment with other city strategic priorities, the ability of the city to directly influence outcomes. CAPSUS will deliver a draft report for review to St. Pete Beach, after the comments are received, CAPSUS will adjust and deliver the final report. **Product: CP Assessment Report**

4. Qualification and experience of the firm

CAPSUS is a global consulting firm, **established in 2009** in Mexico with an office in the USA. **Our mission is to promote urban sustainability and transform cities into spaces with higher-quality living standards while having a lower environmental impact.** In our projects, we propose grounded, innovative, and comprehensive solutions that foresee a better economic, social, and environmental future for coming generations. CAPSUS has carried out projects of similar scope and complexity to that requested by the terms of reference. Our principal examples are.

Supporting the Implementation of NDCs-Cities and Climate Change in South Africa

Client: The World Bank Group

Start and completion date: March 2022 - April 2023

Key Staff: Ricardo Ochoa - Team Coordinator, Andrea González - Climate Change Expert, Guillermo Velasco - Public policy leader, Antares Velázquez –Design.

Description of services provided: Through a comprehensive spatial analysis, the project produces key insights to support sustainable urban development, and low-carbon & resilient economic development. The objective is to conduct urban growth analytics to assess the impact of climate change risks and urban growth choices on the overall livability and productivity of urban clusters in South Africa and provide strategic transition pathways & policy levers that are critical for climate resilient and low-carbon urbanization across South Africa. The work is divided into three main activities, focusing on baseline spatial analytics and urban policy diagnostics, future scenario modeling for the medium to long term, and dissemination of the results.

Contact: Devika Rajkumar, corporateprocurement@worldbank.org

Green, Low carbon, and Climate Resilient Pristina, Kosovo

Client: The World Bank

Start and completion date: April 2021 - May 2022

Key Staff: Guillermo Velasco - Project leader, Ricardo Ochoa - Climate change expert, Andrea Gonzalez - Climate change expert, Margaret Scott.

Description of services provided: The project objective is to support the municipality of Prishtina to plan for low-carbon and climate-resilient urban development. The services provided by CAPSUS include data gathering and processing, assessment of urban growth patterns, analysis of current or draft planning instruments, modeling urban growth scenarios, recommendations, prioritization of investment projects, analysis of financial, institutional, and governance constraints, revision of international best practices, assessment of possible financing mechanism, capacity building activities, information design, dissemination activities.

Contact: Axel E. N. Baeumler, abaeumler@worldbank.org

Bulgaria Compact Cities ASA urban growth/shrinkage scenario exercise

Client: The World Bank

Start and completion date: April 2022 - February 2023

Key Staff: Guillermo Velasco - Project leader, Ricardo Ochoa - Climate change expert

Description of services provided: The objective was to provide technical assistance to the Government of Bulgaria and selected Bulgarian municipalities to achieve both climate adaptation and mitigation benefits by developing a pragmatic Sustainable Cities approach. CAPSUS conducted an urban and climate risk mapping, through a literature review and research of urban spatial modeling, sector plans, and climate change in Bulgaria. The analysis forecasted three possible urban growth/shrinkage scenarios to assess accessibility to urban services and employment opportunities, exposure to climate hazards, climate change mitigation, expansion costs, poverty, and infrastructure coverage. Also, CAPSUS adapted existing dissemination material to develop a dialogue with the stakeholders.

Contact: Carli Bunding-Venter, cventer@worldbank.org

Optimization of Emergency Service location, San Diego

Client: City of San Diego

Start and completion date: 2019

Key Staff: Guillermo Velasco - Project leader

Description of services provided: CAPSUS collaborated with the City of San Diego's Performance and Analytics team and developed a forecasting model for emergency medical services (EMS) that accounted

for time and seasonal variations in the location of the population. The model aimed to restore the service level of the EMS department to reduce response time.

Contact: Zaira Razu, zrazu@ucsd.edu

Air Quality Improvement Program of the Mexico City Metropolitan Area 2021-2030

Client: Mexico City's Ministry of the Environment (SEDEMA) and the Megalopolitan Environmental Commission (CAME)

Start and completion date: March 2020 - August 2021

Key Staff: Guillermo Velasco - Project Coordinator, Antares Velázquez - Design

Description of services provided: The Program comprises an air quality diagnosis carried out in the study area, which included the analysis of the results of an emissions inventory, local stakeholders, and governance frameworks, budgetary and operational capacities, and the results of local atmospheric monitoring. Based on the diagnosis, the metropolitan strategy was developed to reduce the emission of local air pollutants, reverse deterioration trends, protect the population's public health, and strengthen monitoring activities. The public policy strategies and measures included in the Program were evaluated and prioritized in terms of emissions reductions and implementation costs.

Contact: Patricia Camacho Rodríguez, pcamachor@sedema.cdmx.gob.mx

Technical Guidance in the Development of Climate Action Plans

Client: The International Urban Cooperation (IUC) program and the European Commission

Start and completion date: August 2019 - November 2020

Key Staff: Guillermo Velasco - Team Coordinator, Daniela Evia - Capacity Building Expert, Antares Velázquez - Design.

Description of services provided: Five Mexican cities were trained to prepare their local Climate Action Plans. The services included the compilation of a GHG emission inventory, a climate risks, and vulnerabilities assessment, the development of climate mitigation and adaptation strategies and actions, the evaluation and prioritization of the proposed measures, and communication and stakeholder engagement strategies.

Contact: Eugenia García, egarcia@iuc-na.eu

Social Communication and Participation Strategy for Asunción, Paraguay

Client: Inter-American Development Bank

Start and completion date: September 2019 - May 2021

Key Staff: Daniela Evia - Project Coordinator

Description of services provided: In collaboration with the IADB to publish a Technical Note about the Social Communication and Participation Strategy, designed for 2019-2021, for a project in Tacumbú, Paraguay. The CAPSUS team worked closely with IADB to create a comprehensive document detailing their previous work in Asuncion, which also contained valuable insights and lessons learned. This document was designed to guide and inform future projects in the region, ensuring that similar endeavors can benefit from the team's experience and knowledge.

Contact: Márcia Casseb, marcias@iadb.org

5. Proposed Personnel & Staff Qualification

CAPSUS is formed by a multidisciplinary team. This gives us the capacity to tackle tasks that require different fields of expertise. The team will be led by Guillermo Velasco. We continuously work with renowned institutions such as the World Bank, the Inter-American Development Bank, the GIZ, the

European Commission, C40 Cities, and the International Urban Cooperation Program. We also have experience working with subnational government entities in several countries around the world and are used to working in different cultural, political, and institutional contexts, at technical and political levels.

The following section includes links to the résumés of the proposed staff as well as a table with their daily rates.

- **Guillermo Velasco** – Team Leader. Policy and Urban Climate Specialist. - [GV CV \(2023\)](#)
- **Andrea González** – Climate Change Specialist. - [AN CV \(2023\)](#)
- **Daniela Evia** – Stakeholder’s Engagement Specialist. - [DE CV \(2023\)](#)
- **Ricardo Ochoa** – Climate Change Specialist. - [RO CV \(2023\)](#)
- **Louise David** – Urban Planner - [LD CV \(2023\)](#)
- **Margaret Scott** – Urban Planner. - [MS CV \(2023\)](#)
- **Antares Velázquez** – Information and Effective Communication Design - [AV CV \(2023\)](#)

8. Detailed list of similar engagements

Table 1 Experiences of CAPSUS and Climate view that most align to the TDRs scope

Key firm experience/experiences	Low carbon development	Urban planning	Land/property development	Climate risk management	Low carbon and climate resilience
Supporting the Implementation of Nationally Determined Contribution-Cities and Climate Change in South Africa (March 2022 – April 2023)	X	X	X	X	X
Facilitation package for emission reduction scenarios - Climate Action Planning in Latin America (Sep 2020 – March 2021)	X	X		X	X
Green, Low carbon, and Climate Resilient Pristina, Kosovo (Apr 2021-Feb 2022)	X	X	X	X	X
Bulgaria Compact Cities ASA urban growth/shrinkage scenario exercise (April 2022 - February 2023)	X	X		X	X
Social Communication and Participation Strategy for Asunción, Paraguay (2019-2021)		X	X		

Key firm experience/experiences	Low carbon development	Urban planning	Land/property development	Climate risk management	Low carbon and climate resilience
Location Suitability of Subsidized Housing in Indonesia (Jul – Dec 2020)	X	X	X	X	X
Optimization of Emergency Service location, San Diego (2019)		X			
Urban Planning Tools as Agents of Change: Collaborative spatial data for sustainable urban development in Indonesia (Sep 2018 – Sep 2019)	X	X	X	X	X
Urban Scenarios for the Urban Resilience Strategy of Colima (May 2018 – Oct 2019)	X	X	X	X	X
Urban Growth Scenarios Palestine (March 2018 – Apr 2019)	X	X	X	X	X
Sustainable Local Development Guide (Apr – Oct 2011)	X	X	X	X	X
Air Quality Improvement Program of the Mexico City Metropolitan Area 2021-2030 (March 2020 - August 2021)	X	X			

Key firm experience/experiences	Low carbon development	Urban planning	Land/property development	Climate risk management	Low carbon and climate resilience
Urban Planning Tool for the reduction of emission of air pollutants (Sep 2018 – Dec 2019)	X	X			X
Growth Model for Cities: Towards Compact Cities - Abidjan, Semarang and Denpasar (Sep 2017 - Dec 2018)	X	X	X	X	X
Urban Growth Model and Sustainable Urban Expansion for the Hashemite Kingdom of Jordan (Apr-Dec 2017)	X	X	X	X	X
Regional Guidebook for Climate Action Planning in Mexico (July 2020-February 2021)	X	X		X	X
Metropolitan Urban Planning Tool Mexico (Aug 2017-Jun 2018)	X	X		X	X
Technical Guidance in the Development of Climate Action Plans (Aug 2019 - Nov 2020)	X	X		x	x
Mexico City's Resilience Strategy (Jan 2014 - Apr 2014)	X	X		X	X
Climate Action Plan for Mexico City (Sep 2012-Oct 2013)	X	X		X	X

Key firm experience/experiences	Low carbon development	Urban planning	Land/property development	Climate risk management	Low carbon and climate resilience
Guides for the Evaluation and Design of Local Climate Action Plans (Oct 2012-2013)	X	X		X	X

Annex 1. Institutional CV

CAPSUS Institutional CV - [CV CAPSUS ENG 2023](#)

CAPSUS Web-Site - www.capsus.m

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

Agenda Report

Action Request: "I move to approve the first reading of Ordinance 2023-15."

Strategic Objective: NA

Date: November 6, 2023

Prepared By: Sheila Dalton, Finance Director

Through: Bonnie Jensen

Summary of Issue: The adoption of Ordinance 2023-15 is required by the Florida Division of Retirement to allow the St. Pete Beach Fire Pension Plan membership to transfer to the Florida Retirement System (FRS).

Funding: NA

Attachments:

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: "I move to adopt Ordinance 2023-07."

Strategic Objective: NA

Date: November 6, 2023

Prepared By: Amber LaRowe, City Clerk

Through: Bonni Jensen

Summary of Issue: Ordinance 2023-07 amends St. Pete Beach Firefighter's Retirement System pursuant to the collective bargaining agreement by closing the plan to new members effective December 1, 2023, and providing for participation in the Florida Retirement System (FRS) for new members hired on or after December 1, 2023. Current members will have a one-time, irrevocable opportunity to leave the local plan and join the Florida Retirement System.

Chapter 121, Florida Statutes, provides that members of a firefighter's pension trust fund established in accordance with Chapter 175, Florida Statutes, shall be considered eligible for Florida Retirement System (FRS) membership only after holding a referendum and by affirmative majority vote electing coverage under Chapter 121, Florida Statutes. Two votes must occur by members of the St. Pete Beach Firefighter's Pension Plan because Florida is a divided-vote referendum state. The first vote occurred the week of September 11th after being noticed as required by the FRS.

Funding: NA

Attachments:

1. Business impact form for Ordinance 2023-07
2. Ordinance 2023-07 - Chapter 66
3. 2023-10-12 Actuarial impact statement - Ordinance 2023-07 closing plan
4. Copy of Posted Notice
5. Florida Retirement System
6. Vote 9_11-9_13_2023 signed

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of St. Pete Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **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 66-253 "MEMBERSHIP"; AMENDING SECTION 66-252 "BENEFIT FREEZE AND MAXIMUM BENEFIT"; AMENDING SECTION 66-291(a) "BOARD OF TRUSTEES"; ADDING A NEW SECTION 66-297 "PLAN CLOSED TO NEW FIREFIGHTERS; PARTICIPATION IN THE FLORIDA RETIREMENT SYSTEM"; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St. Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of St. Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): Ordinance closes the St. Pete Beach Firefighters' Pension Fund to new members effective December 1, 2023 in accordance with the collective bargaining agreement with the Firefighters' Union, IAFF Local 4966. All Firefighters hired after December 1, 2023 will become members of the Florida Retirement System ("FRS").

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Pete Beach, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City of St. Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and does not affect only businesses. There is no direct compliance cost that businesses will incur and there is no new charge or fee imposed by the proposed Ordinance. See attached Actuarial impact statement regarding a statement of costs to the City of St. Pete Beach as a result of closing the Pension Plan. Additional costs not included in the impact statement are the ongoing costs of participating in the FRS for the Firefighters hired on or after December 1, 2023.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses); therefore, the proposed ordinance does not affect only businesses.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses); therefore, the proposed ordinance does not affect only businesses.

Ordinance 2023-07

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 66-253 "MEMBERSHIP"; AMENDING SECTION 66-252 "BENEFIT FREEZE AND MAXIMUM BENEFIT"; AMENDING SECTION 66-291(a) "BOARD OF TRUSTEES"; ADDING A NEW SECTION 66-297 "PLAN CLOSED TO NEW FIREFIGHTERS; PARTICIPATION IN THE FLORIDA RETIREMENT SYSTEM"; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA:

WHEREAS, the City Code of the City of St. Pete Beach provides for a Retirement System for the firefighters of the City of St. Pete Beach ("City");

WHEREAS, the City and the International Association of Fire Fighters, Local 4966, have entered into a collective bargaining agreement closing the Pension Plan to new members effective December 1, 2023;

WHEREAS, the City Commission of the City wants to implement the changes agreed to in collective bargaining;

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

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

SECTION 2. Amendments. Section 66-253 Membership of Article IV of Chapter 66 is hereby amended as follows:

Sec. 66-253. – Membership.

- (a) *Conditions of eligibility.* All firefighters as of **November 30, 2023** ~~July 16, 1991 and all future firefighters~~ shall become members of the firefighters' retirement system as a condition of employment, except that if, **prior to December 1, 2023,** a new employee who is hired as fire chief has entered into an agreement with the city wherein he shall be permitted to participate in a pension plan other than the one provided in this article, he shall be entitled to waive participation in this plan. Current employees of the city who are selected to become fire chief are not eligible for the opt-out provided for herein. In order to waive such participation, the fire chief shall notify the city manager and the board of trustees, in writing, of his decision to waive such participation. The waiver shall be kept by the city clerk with a duplicate original copy maintained in the personnel file of the fire chief. Thereafter, contributions to the plan in accordance with sections

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

66-254 or 66-339 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan. **Effective December 1, 2023, this Plan shall be closed to new Firefighters, and all Firefighters hired on or after that date shall become members of the Florida Retirement System.**

- (b) *Designation of beneficiary.* Each firefighter shall complete a form prescribed by the board designating a beneficiary or beneficiaries.

SECTION 3. Amendments. Section 66-252 Benefit freeze and maximum benefit of Article IV of Chapter 66 is hereby amended as follows:

Sec. 66-252. Benefit freeze and maximum benefit.

- (a) Notwithstanding any other provision of the system, the accrued benefits of all active members shall be frozen on December 31, 2012, and such members shall accrue benefits in accordance with section 66-339 for service between January 1, 2013 and October 9, 2017. Such members shall be eligible to receive their frozen accrued benefit with no reduction upon termination of employment and attaining age 55 or upon completion of 25 years of credited service. Such members who attain age 50 with ten years of credited service, or 20 years of credited service regardless of age, shall be eligible to receive their frozen accrued benefit reduced by three percent for each year prior to the member's earliest applicable normal retirement date.
- (b) The benefits of members who are employed and not participating in the DROP on December 31, 2012 shall be payable in two parts:
- (1) The frozen accrued benefit based credited service, average final compensation and the provisions of the system in effect on December 31, 2012; and
 - (2) The benefit based on credited service, average final compensation and the provisions of the system in effect on and after January 1, 2013.
- (c) Effective January 1, 2013 and ending on October 9, 2017, the maximum combined benefit under the system shall be 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. Beginning on the effective date of this ordinance, the maximum combined benefit under the system shall be 100 percent of average final compensation.
- (d) Notwithstanding any other provision of the system, the benefits of members who have attained age 55 or 25 years of credited service as of December 31, 2012 shall not be frozen, and such members shall continue to accrue benefits in accordance with the provisions of the system in effect on December 31, 2012 for as long as they are employed in a position covered by the system.
- (e) **Effective December 1, 2023, this Plan shall be closed to new Firefighters, and all Firefighters hired on or after that date shall become members of the Florida Retirement System as provided for in Section 66-297 of this Plan.**

SECTION 4. Amendments. Section 66-291(a) Board of trustees of Article IV of Chapter 66 is hereby amended as follows:

Section 66-291. – Board of trustees.

- (a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective this article is hereby October 20, 1999 vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be

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

appointed by the city commission at the first regularly scheduled meeting following the general election, or at the first regularly scheduled meeting after the city commission meeting where newly elected commissioners are sworn into office, which ever is later; and two of whom shall be members of the system, who shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided in this section, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as provided in this section and shall serve a two-year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years, with staggered terms expiring in alternate years, unless the sooner vacates the office or is sooner replaced by the city commission at whose pleasure he shall serve. Each member trust shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a firefighter or otherwise vacates his office, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature and description. **Whenever the active firefighter membership of a closed plan falls below 10, a member seat may be held by either a retired firefighter or an active firefighter member. If there are no active or retired firefighters remaining in the plan or capable of serving, the remaining board members may elect an individual to serve in the active firefighter seat. Upon receipt of such person's name, the legislative body of the municipality or special fire control district shall, as a ministerial duty, appoint such person to the board of trustees.**

SECTION 5. Adding Section 66-297 Plan closed to new Firefighters; participation in the Florida Retirement System.

Sec. 66-297. Plan closed to new Firefighters; participation in the Florida Retirement System.

- (a) **Effective December 1, 2023, the Plan will be closed to new Firefighters, and the City will join the Florida Retirement System ("FRS") for Firefighters as soon as administratively practical thereafter. All Firefighters hired after December 1, 2023 shall participate in the Florida Retirement System, Special Risk Class, in accordance with Chapter 121, Florida Statutes, and rules promulgated thereunder, as such statutes and rules may be amended in the future.**
- (b) **All Firefighters participants who are active in the Plan on November 30, 2023 may elect to participate in FRS or continue to participate in this Plan in accordance with the provisions of Florida Statutes §121.051(2)(b) and §175.371. Such election shall be irrevocable. The opportunity to switch to the FRS is a one-time election.**
- (c) **Firefighters hired prior to December 1, 2023 who elect to join FRS will have the option of retaining their accrued benefit in this Plan, or receiving a refund of their contributions to the Plan. Such Firefighter's accrued benefit shall be calculated based on the Firefighter's**

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

final average compensation and the Plan provisions in effect on December 1, 2023, through the day before the date the Firefighter becomes a member of FRS. Firefighters who elect to receive a refund of their contributions may purchase prior service in FRS at the Firefighter's expense, in accordance with applicable Florida statutes and rules.

- (d) **Regardless of the option elected by a Firefighter pursuant to this section 66-297, in order to receive any benefit from this Plan, Firefighters must reach normal or early retirement age and terminate employment with the City.**

SECTION 6. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 7. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 8. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 9. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 10. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 11. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 12. Effective Date. This ordinance shall take effect December 1, 2023.

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

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

Adrian Petrilu, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2023.

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

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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

October 12, 2023

Via Email

Board of Trustees
City of St. Pete Beach
Firefighters' Pension Board

Re: City of St. Pete Beach Firefighters' Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. The required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement to the two Bureaus, prior to adoption. Please also send us a copy of the executed ordinance once it is adopted.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

Enclosures

cc: Bonni Jensen, Board Attorney

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF ST. PETE BEACH
FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

October 12, 2023
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

1. **Close the Plan** - All Firefighters hired on and after December 1, 2023 will become Members of the Florida Retirement System (FRS). Existing Firefighters on that date will have the option to either join the FRS for future service or remain in the existing Plan (for the purpose of this Impact Statement, it was assumed that all Members would elect to remain in the current Plan). As a result of this change, the payroll growth assumption used in amortizing the Unfunded Actuarial Accrued Liability was reduced from 1.38% to 0.00% per year.

Please note that this Actuarial Impact Statement assumes that the ordinance providing for a fixed 3.0% benefit rate prospectively along with a 4.0% fixed member contribution rate prospectively has already been adopted and is reflected in the "Current" column below.

The cost impact, determined as of October 1, 2022, applicable to the fiscal year ending September 30, 2024, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution		
% of Projected Annual Payroll	58.6%	55.8%
Member Contributions (Est.)		
% of Projected Annual Payroll	4.0%	4.0%
City And State Required Contribution		
% of Projected Annual Payroll	54.6%	51.8%
State Contribution (Est.)	\$197,870	\$197,870
% of Projected Annual Payroll	8.7%	8.7%
City Required Contribution		
% of Projected Annual Payroll	45.9%	43.1%

CITY OF ST. PETE BEACH
FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

October 12, 2023
(Page 2)

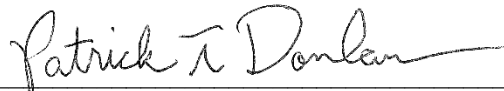
Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2022 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2022 actuarial valuation report and the other Actuarial Impact Statement dated July 18, 2023 are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #23-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed amendment.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
A. Participant Data		
Actives	32	32
Service Retirees	24	24
DROP Retirees	1	1
Beneficiaries	3	3
Disability Retirees	3	3
Terminated Vested	<u>11</u>	<u>11</u>
Total	74	74
Total Annual Payroll	\$2,357,310	\$2,357,310
Payroll Under Assumed Ret. Age	2,278,401	2,278,401
Annual Rate of Payments to:		
Service Retirees	1,174,908	1,174,908
DROP Retirees	29,055	29,055
Beneficiaries	120,830	120,830
Disability Retirees	46,449	46,449
Terminated Vested	0	0
B. Assets		
Actuarial Value (AVA) ¹	18,646,518	18,646,518
Market Value (MVA) ¹	16,206,924	16,206,924
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	9,751,603	9,751,603
Disability Benefits	260,205	260,205
Death Benefits	47,750	47,750
Vested Benefits	431,023	431,023
Refund of Contributions	131,508	131,508
Service Retirees	16,331,026	16,331,026
DROP Retirees ¹	561,308	561,308
Beneficiaries	1,210,230	1,210,230
Disability Retirees	453,663	453,663
Terminated Vested	208,766	208,766
Share Plan Balances ¹	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	29,387,082	29,387,082

C. Liabilities - (Continued)	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Present Value of Future Salaries	18,821,855	18,821,855
Present Value of Future Member Contributions	752,874	752,874
Normal Cost (Retirement)	358,715	358,715
Normal Cost (Disability)	18,670	18,670
Normal Cost (Death)	2,524	2,524
Normal Cost (Vesting)	25,212	25,212
Normal Cost (Refunds)	<u>20,285</u>	<u>20,285</u>
Total Normal Cost	425,406	425,406
Present Value of Future Normal Costs	3,416,901	3,416,901
Accrued Liability (Retirement)	6,783,940	6,783,940
Accrued Liability (Disability)	112,786	112,786
Accrued Liability (Death)	28,469	28,469
Accrued Liability (Vesting)	237,444	237,444
Accrued Liability (Refunds)	42,549	42,549
Accrued Liability (Inactives) ¹	18,764,993	18,764,993
Share Plan Balances ¹	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability (EAN AL)	25,970,181	25,970,181
Unfunded Actuarial Accrued Liability (UAAL)	7,323,663	7,323,663
Funded Ratio (AVA / EAN AL)	71.8%	71.8%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	18,764,993	18,764,993
Actives	2,736,050	2,736,050
Member Contributions	<u>1,595,372</u>	<u>1,595,372</u>
Total	23,096,415	23,096,415
Non-vested Accrued Benefits	<u>635,498</u>	<u>635,498</u>
Total Present Value		
Accrued Benefits (PVAB)	23,731,913	23,731,913
Funded Ratio (MVA / PVAB)	68.3%	68.3%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	0	

Valuation Date	New Benefits 10/1/2022	Old Benefits 10/1/2022
Applicable to Fiscal Year Ending	<u>9/30/2024</u>	<u>9/30/2024</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll ²	19.4	19.4
Administrative Expenses (with interest)		
% of Total Annual Payroll ²	2.7	2.7
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2022, with interest)		
% of Total Annual Payroll ²	36.5	33.7
Minimum Required Contribution		
% of Total Annual Payroll ²	58.6	55.8
Expected Member Contributions		
% of Total Annual Payroll ²	4.0	4.0
Expected City and State Contribution		
% of Total Annual Payroll ²	54.6	51.8

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2022 and 9/30/2022.

² Contributions developed as of 10/1/2022 are expressed as a percentage of total annual payroll at 10/1/2022 of \$2,278,401 after changes.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 Employees, set forward one year.

Male: PubS.H-2010 Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 Healthy Retirees, set forward one year.

Male: PubS.H-2010 Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 Healthy Retirees.

Male: PubG.H-2010 Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.40% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Service Increase Rate

<1	10.0%
1-5	5.5%
6-10	4.5%
11+	4.0%

This is based on the results of an actuarial experience study issued July 20, 2022.

Payroll Growth

None (previously 1.38%) for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$59,546 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 30 Years.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method.

Termination Rates

Service Termination Rate

<1	17.0%
1-4	6.5%
5-9	6.5%
10-14	3.0%
15+	2.0%

This is based on the results of an actuarial experience study issued July 20, 2022.

Disability Rates

Age Disability Rate

20	0.06%
30	0.08%
40	0.14%
50	0.36%

This is based on the results of an actuarial experience study issued July 20, 2022.

Retirement Age

For Members eligible for Normal Retirement on January 1, 2013 or hired before January 1, 2003:

First eligibility for Normal Retirement (age 55 or 25 years of service) – 50%

Second year of eligibility – 50%

Third and successive year of eligibility – 100%

This is based on the results of an actuarial experience study issued on July 20, 2022.

For all other Members:

Earlier of age 60 with 10 years of service or the completion of 30 years of service for Old Benefits column and Earlier of age 52 with 25 years of service or the age 55 with 10 years of service for the New Benefits columns. This is based on the results of an actuarial experience study issued July 20, 2022.

Early Retirement

Commencing at the member's eligibility for Early Retirement, members are assumed to retire with an immediate, subsidized benefit at the rate of 5.00% per year. In the Old Benefits column this was only for Members eligible for Normal Retirement on January 1, 2013. This was confirmed in an actuarial experience study issued July 20, 2022.

Cost-of-Living Adjustment

3.00% per year commencing 7 years after retirement.

Actuarial Asset Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

SUMMARY OF CURRENT PLAN
(Through Proposed Ordinance)

ORIGINAL EFFECTIVE DATE October 1, 1960.

LATEST AMMENDMENT October 10, 2017.

Please note that Members who had attained Age 55 or 25 years of Credited Service on December 31, 2012 continue to make contributions and receive benefits based upon the provisions that were in effect on December 26, 2012.

ELIGIBILITY Full-time employees who are classified as full-time Firefighters shall participate in the System as a condition of employment.

CREDITED SERVICE Total years and fractional parts of years of employment with the City as a Firefighter.

SALARY For Salary earned prior to January 1, 2013: W-2 earnings, including all tax-deferred, tax sheltered and tax exempt income and up to 300 hours of overtime per year, but excluding accrued sick leave and vacation pay.

For Salary earned after January 1, 2013: Base Compensation.

AVERAGE FINAL COMPENSATION (AFC) Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination (Frozen at December 31, 2012 for “frozen benefit”).

MEMBER CONTRIBUTIONS 4.0% of Salary.

CITY AND STATE CONTRIBUTIONS Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Florida Statutes, Chapter 112. In no event will the City’s contribution be less than 2.00% of the total Salary of the Members.

NORMAL RETIREMENT

“Frozen” Piece

Date

Earlier of 1) Age 55, or 2) the completion of 25 years of Credited Service, regardless of Age.

Benefit

3.40% of Average Final Compensation times Credited Service.

“Future Service” Piece
Date

At least 10 Years of Credited Service on December 31, 2012: Earlier of 1) Age 55, or 2) the completion of 25 years of Credited Service, regardless of Age.

Less than 10 years of Credited Service on December 31, 2012: Earlier of 1) Age 55 with 10 years of Credited Service, 2) Age 52 with 25 years of Credited Service, or 3) the completion of 30 years of Credited Service, regardless of Age.

Benefit

3.40% of Average Final Compensation times Credited Service through September 30, 2023 and 3.00% of Average Final Compensation times Credited Service earned on and after October 1, 2023.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

Maximum Benefit

The maximum combined benefit is 100% of Average Final Compensation. If a Member’s accrued benefit as of January 1, 2013 is greater than or equal to 75% of Average Final Compensation, the benefit percentage may not be reduced.

EARLY RETIREMENT

“Frozen” Piece
Date

Earlier of age 50 and 10 years of Credited Service or the completion of 20 years of Credited Service, regardless of age.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes Normal Retirement Date.

“Future Service” Piece
Date

Age 50 and 10 years of Credited Service.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes age 55.

COST OF LIVING INCREASES

Retirees receive a 3.00% per year cost-of-living adjustment commencing 7 years after retirement.

VESTING

Schedule	100% after 10 years of Credited Service (“frozen” piece uses old vesting schedule).
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.

DISABILITY

Eligibility	Total and permanent after 10 years of Credited Service (non-service incurred) or from date of hire (service incurred).
Waiting Period	Board approval.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in the military, etc.
Benefit	Benefit accrued to date of disability but not less than 42% of AFC if service incurred.
Duration	Payable for life with 10 years certain, or until recovery (as determined by the Board). Optional forms of payment available.

DEATH BENEFITS

Pre-Retirement	If vested, the value of the accrued benefit is payable on a monthly basis to the beneficiary for 10 years. If not vested, member contributions are refunded.
Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Only those Members who were Age 55 or had completed 25 years of Credited Service on December 31, 2012. There is no DROP for other Members.
Participation	Not to exceed 60 months.
Rate of Return	At the Member’s election: (1) 7.50% annual rate, or (2) actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal quarter.
Form of Distribution	Cash lump sum (options available) at termination of employment.



**FLORIDA RETIREMENT SYSTEM REFERENDUM
FIRST VOTE**

**City of St. Pete Beach - Chapter 175
Firefighters**

Location: Station 23

Dates: September 14, 2023 0800-1000
and
September 15, 2023 0800-1000

Chapter 121, Florida Statutes, provides that members of a firefighter's pension trust fund established in accordance with Chapter 175, Florida Statutes, shall be considered eligible for Florida Retirement System (FRS) membership only after holding a referendum and by affirmative majority vote electing coverage under Chapter 121, Florida Statutes.

Florida is a divided vote referendum state, meaning you will vote twice. The first vote is a by secret ballot (your name is not required). A majority of the eligible firefighters under the St. Pete Beach Firefighter Pension Trust Fund of the city must vote affirmatively in favor of the city joining the FRS.

Following a favorable majority vote referendum, each eligible firefighter will vote a second time. The second vote is not a secret ballot (your name is required). Each firefighter will elect to transfer to the FRS or remain in the St. Pete Beach Firefighter Pension Trust Fund. All firefighters hired after the agency joins the FRS will be members of the FRS with Social Security coverage.

FLORIDA RETIREMENT SYSTEM REFERENDUM BALLOT
City of St. Pete Beach - Chapter 175 Firefighters

Chapter 121, Florida Statutes, provides that members of a firefighter's pension trust fund established in accordance with Chapter 175, Florida Statutes, shall be considered eligible for Florida Retirement System (FRS) membership only after holding a referendum and by affirmative majority vote electing coverage under Chapter 121, Florida Statutes.

Florida is a divided vote referendum state, meaning you will vote twice. The first vote is a by secret ballot (your name is not required). A majority of the eligible firefighters under the St. Pete Beach Firefighter Pension Trust Fund of the city must vote affirmatively in favor of the city joining the FRS.

Following a favorable majority vote referendum, each eligible firefighter will vote a second time. The second vote is not a secret ballot (your name is required). Each firefighter will elect to transfer to the FRS or remain in the St. Pete Beach Firefighter Pension Trust Fund. All firefighters hired after the agency joins the FRS will be members of the FRS with Social Security coverage.

FLORIDA RETIREMENT SYSTEM REFERENDUM BALLOT

I am informed that this referendum must be held by secret ballot and that a majority of eligible employees of St. Pete Beach Firefighter Pension Trust Fund of the City of St. Pete Beach must vote in favor of the city joining the FRS with Social Security coverage.

Below, I have indicated my preference regarding FRS and Social Security coverage:

_____ Yes, I favor the City of St. Pete Beach joining the FRS.

_____ No, I do not favor the City of St. Pete Beach joining the FRS.

CERTIFICATION OF ELECTION RESULTS
FLORIDA RETIREMENT SYSTEM

NAME OF POLITICAL SUBDIVISION: City of St. Pete Beach

I, Sheila Dalton, hereby certify that I acted in the capacity of an Election Official or Sub Election Official in the Florida Retirement System and Social Security Referendum election for employees of political subdivisions on 9/11 - 9/13/23 and that the following tabulation is a true and correct accounting of the balloting results in my political subdivision.

Sheila Dalton

(Signature of Election Official)

City of St. Pete Beach

(Political Subdivision)

To be completed by the **ELECTION OFFICIAL** after receipt of all votes that were cast and tabulated for his political subdivision. This certification with all Referendum Eligibility List or Lists and all ballots, including the unused ballots, are to be sent to:

Aisha Lyons
Division of Retirement
3189 S Blairstone Rd
Tallahassee, FL 32301

Number of Eligible Members Voting "Yes"(29)

Number of Eligible Members Voting "No"()

TOTAL NUMBER OF ELIGIBLE MEMBERS.....(31)

Sheila Dalton, CFO

Digitally signed by Sheila
Dalton, CFO

Date: 2023.10.06 12:27:50 -04'00'

**St. Pete Beach City Commission
Agenda Report**

Action Request: Ordinance No 2023-09

Strategic Objective: Economic Development

Date: November 6, 2023

Prepared By: Matthew McConnell, Assistant City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: The City's Code of Ordinances, Chapter 94 – Waterways, Section 94-33 – Restrictions on Use of Public Property is being amended to change the hours of operation for the boat ramps located on Maritana Drive and at Egan Park. Additionally, a subsection is also being added that is related to commercial enterprises operating out of a public boat ramp.

Funding: N/A

Attachments: Exhibit A – Ordinance 2023-09
Business Impact Estimate

**Reviewed by the
City Manager:** _____

Ordinance 2023-09

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
AMENDING THE CODE OF ORDINANCES, CHAPTER 94 –
WATERWAYS, ARTICLE II – WATERCRAFT, SECTION 94-33 –
RESTRICTIONS ON USE OF PUBLIC PROPERTY; PROVIDING FOR
CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF
SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN
EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of St. Pete Beach owns and operates numerous public boat ramps and associated recreational areas and facilities throughout the City.

WHEREAS, the City Commission intends to preserve and protect the beauty of the City’s beaches, parks, and other public property for the use and enjoyment of everyone.

WHEREAS, the City Commission wishes to make changes regarding the restrictions on use of public property to protect the general welfare, health, and safety of its citizens.

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

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

SECTION 2. The Code of Ordinances Chapter 94, Article II shall be amended as follows:

Sec. 94-33. – Restrictions on use of public property.

- (a) No person shall secure any boat or vessel of any kind to any public dock or boat launching ramp in such a manner as to interfere with the landing or docking of other boats or vessels, except when such boat or vessel is actually engaged in the loading or discharging of persons or freight. No person shall secure, tie, dock, or anchor a boat or vessel of any kind in such a manner as to interfere with the use of any public dock or launching ramp.

- (c) No person shall use public boat launching ramp located in the 3400 block of Maritana Drive and the public boat launching ramp at Egan Park, for the launching or recovery of any vessel, except in a case of emergency, between the hours of 140:00 p.m. and 5:00 a.m. every day; provided, however, on federal holidays it shall not be a violation of this subsection to use said boat ramps between the hours of 140:00 p.m. and 11:59 p.m. Every public boat launching ramp shall be posted with these hours of use.

- (g) Any commercial enterprise operating commercial activities out of a public boat ramp shall first obtain a permit from the City before commencing operations.

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

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

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

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

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

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

 Adrian Petrilu, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2023.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of St. Pete Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 94 – WATERWAYS, ARTICLE II – WATERCRAFT, SECTION 94-33 – RESTRICTIONS ON USE OF PUBLIC PROPERTY; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St. Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of St. Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance expands restrictions on the utilization of public boat ramps in St. Pete Beach to the hours of 10:00 PM to 5:00 AM. Additionally, it mandates the acquisition of a permit for all commercial entities seeking to employ public boat ramps for business-related activities.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Pete Beach, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

Compliance cost will not exceed the cost of the permit required to utilize the public boat ramps for commercial purposes. This cost will be minimal, not to exceed \$50 per year.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

Businesses will be responsible for obtaining a permit to utilize the public boat ramps for commercial purposes. This permit will not exceed \$50 per year, due at the time of BTR issuance.

(c) An estimate of the City of St. Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The cost of the permit will be to cover administrative costs related to application processing. The City is not expecting to collect significant revenue from the permitting process.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **between 2-4 businesses**

4. Additional information the governing body deems useful (if any):

[You may wish to include the methodology or data used to prepare the Business Impact Estimate in this section. For example: City of St. Pete Beach staff solicited comments from businesses in the City of St. Pete Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of St. Pete Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses); therefore, the proposed ordinance does not affect only businesses.]



Memo

To: City Commission

From: Amber LaRowe, City Clerk

Date: November 6, 2023

Re: Virtual Meeting Participation

The City has made advancements in its participation at City meetings, whereby the use of a remote application is now available. With this advancement, it is my opinion that the City will get more requests for participation, remotely, by board members or elected officials – perhaps even the public. With that in mind, I put an email request to the Clerk's Association asking the following questions:

1. Does your municipality allow remote participation at meetings?
 - a. If yes, do they vote?
 - b. If yes, is it for boards and commissions?
2. Does your municipality allow the public to participate remotely?
 - a. If yes, what does that look like?

I have provided the attached sheet showing the municipalities that participated and the answers to those questions. The Attorney General issued AGO 2020-03 (attached) in March to the Governor and mentions the following AGOs that pertain to virtual participation:

- 83-100: A meeting can only be conducted if members were physically present and that a physically absent member was not allowed to participate via phone.
- 92-44: A commissioner was authorized to participate and vote in a meeting when he was going through medical treatment so long as a physical quorum was present.
- 98-28: A board member could participate virtually so long as a quorum was physically present.
- 2002-82: Physically disabled members could participate virtually and vote on matters so long as a quorum was physically present.

- 2003-41: A board member who participated via telephone could not be counted towards a quorum.
- 2006-20: Commission members could participate virtually only in workshop meetings or special meetings so long as no official action is being taken.
- 2010-34: City Commission could not adopt an ordinance allowing for a quorum to be created if members were present via electronic means.

I shared this information with Attorney Dickman, Attorney McConnell, and City Manager Saunders and we all essentially have the same opinion that the City of St. Pete Beach should allow electronic participation much like that as stated in AGO 2006-20 as outlined above. This way the City does not have to be concerned with a lack of physical quorum, if electronically made votes count, and there will be no need to ensure that the participating members meet the "extraordinary circumstances" as outlined in AGO 03-41. More information can be found on pages 38-40 of Florida in the Sunshine Manual.

Regarding public participation in public meetings using virtual means. It is my opinion that the City does not authorize public participation other than current operations for the town hall meetings. This is based on concerns to ensure that the technology may fail, that they may not hear, how we control muting and unmuting for speaking and participating in the meeting, etc.

Please decide how the City should handle virtual participation by the Commission, Boards, and the public so that a Resolution can be adopted to amend the Public Meeting Rules and Procedures.

Responses rec'd by Municipalities: Virtual Mtg

Winter Park	Commission Use of ZOOM	Can Vote - not part of quorum		Policy
Dunellon	Requires Council Vote to approve attendance via ZOOM of Council Member			
Jacksonville Beach	Allowed to participate -- boards and commission	Vote -- not part of quorum	Public	Policy
St. Augustine Beach	Allowed to participate - boards and commission	No vote and no quorum	No public	
Palatka	Allowed to participate -- boards and commission	Vote -- no quorum	No public	
Crescent City	Allowed to participate -- boards and commission	No vote and no quorum	No public	
Lake Wales	Allowed to participate -- boards and commission	Vote -- no quorum	No public	
Atlantis	Allowed to participate -- boards and commission	Vote -- no quorum	Public can	
Belleair	Removed -- Attorney strongly recommds refrain from using. No case law supports attendance remotely.			
Seminole	Same as Belleair			
Largo	Yes -- Commission Members	No quorum, Commission must vote on allowing member to attend. If vote to allow then the zoom participant may vote	Yes public can, managed by the City Clerk during the meeting. Barely attendance on zoom. They use zoom webinars.	
Indian Shores	No			
Tequesta	No more than 2 meetings can be via a virtual platform	No quorum		Ordinance
Jacksonville Beach	Yes -- Council Member - lists special circumstances that qualify attendance via virtual platform & requires majority vote to allow	No quorum	yes public can	Resolution



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[Public Meeting Quorums Using Technology](#)

PUBLIC MEETING QUORUMS USING TECHNOLOGY

[View PDF](#)

Number: AGO 2020-03

Issued March 18, 2020

Subject: Public meeting quorums using technology

The Honorable Ron DeSantis
Governor
The Capitol
Tallahassee, Florida 32399-0001

Dear Governor DeSantis:

Our office has received your letter dated March 17, 2020, requesting an opinion pursuant to Section 16.01(3), Florida Statutes, in light of recent developments arising from the spread of COVID-19. On March 9, 2020, you issued Executive Order No. 20-52, declaring a state of emergency statewide and requiring Florida government officials to take necessary and timely precautions to protect their communities.

You state that, as a result of the dangers of COVID-19, public safety directives encourage citizens to engage in "social distancing" and to avoid public gatherings, where possible. As a result, your office "has been contacted by numerous county and local government bodies regarding concerns for public meetings held in light of the COVID-19 public health emergency. These entities raise issues involving Florida Statute Attorney General Advisory Opinion interpretations that limit the ability to hold public meetings using

communications media technology.”¹

Question Presented

Under these circumstances, you ask the following question:

Whether, and to what extent, local government bodies may utilize teleconferencing and/or other technological means to convene meetings and conduct official business, while still providing public access to those meetings?

It is my opinion under existing law that, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either (1) a statute permits a quorum to be present by means other than in person, or (2) the in-person requirement for constituting a quorum is lawfully suspended during the state of emergency. If such meetings are conducted by teleconferencing or other technological means, public access must be afforded which permits the public to attend the meeting. That public access may be provided by teleconferencing or technological means.

Discussion

Article I, Section 24(b) of the Florida Constitution provides that “[a]ll meetings...of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public[.]” Florida’s Sunshine Law, found in chapter 286, Florida Statutes, provides that “[a]ll meetings of any...agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution,...at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken at such meeting.” § 286.011(1), Fla. Stat. (2019). Section 286.0114, Florida Statutes, also provides, with respect to certain “propositions” before a board or commission, that an opportunity for public comment must be afforded.

Though the Florida Constitution and the Sunshine Law both require that, unless exempt by law, meetings of a local government body must be “public meetings” that are “open to the public,” the text of neither provision requires that members of the public body be physically present during the meeting. Nor does either provision prescribe any particular *means* of holding meetings. Since 1997, Florida law has allowed many state agencies to conduct public meetings, hearings and workshops by “communications media technology” in full compliance with the Sunshine Law, and they regularly do so. See § 120.52(5)(b)2., Fla. Stat. (2019); Ch. 28-109, Fla. Adm. Code. No reported judicial decision has held that meetings conducted by such means violate the Florida Constitution or the Sunshine Law. The Legislature has also, by statute, permitted certain public entities other than state agencies to conduct meetings using communications media technology.²

For example, in Attorney General Opinion 83-100, Attorney General Smith concluded that a county could not conduct a meeting unless members constituting a quorum were physically present (and, even then, that a physically absent member could not participate by telephone). Op. Att'y Gen. Fla. 83-100 (1983). In Attorney General Opinion 92-44, Attorney General Butterworth concluded that a county commissioner physically unable to attend a meeting because of medical treatment could participate and vote in commission meetings where a quorum of other commissioners was physically present. Op. Att'y Gen. Fla. 92-44 (1992). In Attorney General Opinion 98-28, Attorney General Butterworth concluded that a school board member could attend a meeting by electronic means, so long as a quorum was physically present at the meeting site. Op. Att'y Gen. Fla. 98-28. In Attorney General Opinion 2002-82, Attorney General Doran concluded that physically disabled members of a city board could participate and vote on matters as long as a quorum was physically present. Op. Att'y Gen. Fla. 2002-82 (2002). In Attorney General Opinion 2003-41, Attorney General Crist concluded that a member of a city human rights board who was physically absent from a board meeting but participated by telephone conference could not be counted toward the presence of a quorum. Op. Att'y Gen. Fla. 2003-41 (2003). And in Attorney General Opinion 2010-34, Attorney General McCollum concluded that the Coral Gables City Commission could not adopt an ordinance for the city's retirement board declaring that the requirements to create a quorum would be met if members of the board appeared via electronic means, because doing so would conflict with the statutory requirement in section 166.041, Florida Statutes that a quorum be present. Op. Att'y Gen. Fla. 2010-34 (2010).

Conclusion

The nature, extent, and potential duration of the current emergency involving COVID-19 present unique circumstances. However, without legislative action, they do not change existing law. It is my opinion that, unless and until legislatively or judicially determined otherwise, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in-person, or the in-person requirement for constituting a quorum is lawfully suspended during the state of emergency.

Sincerely,

Ashley Moody
Attorney General

AM/ttlm

¹ Letter from Governor Ron DeSantis to Attorney General Ashley Moody dated March 17, 2020.

² Compare, e.g., § 163.01, Fla. Stat. (2019) (authorizing any separate legal entity created under subse

When asked similar questions by local government bodies in the past, the Attorney General's office has made it clear that any requirement for physical presence of members derives from other law specifying that a quorum be present to lawfully conduct public business or that the meeting of a local government body be held at a place within the body's jurisdiction. See Ops. Att'y Gen. Fla. 1983-100 (1983), 1998-28 (1998), 2006-20 (2006). How a quorum is lawfully constituted, or where a meeting is "held," are questions distinct from the Sunshine Law and governed by other law. Indeed, a quorum is not required to be present for a meeting to be otherwise subject to the Sunshine Law.³

Some statutes governing the conduct of business by local government bodies (such as section 166.041, Florida Statutes) specifically include the requirement of a "quorum" or that a quorum be "present" to conduct certain kinds of public business, such as the adoption of ordinances or resolutions. See § 166.041(4), Fla. Stat. (providing that, for municipalities, a majority of members constitutes a quorum and an affirmative vote of a "majority of a quorum present" is necessary to adopt an ordinance or resolution). Other statutes require that meetings be held in a place within the jurisdiction of the local government body. For example, section 125.001(1), Florida Statutes, requires that meetings of a board of county commissioners "may be held at any appropriate place in the county." These statutes have not defined the term "quorum" or what it means to be "present." Nor have they defined what it means for a meeting to be "held" in a place.

Absent any statutory definition of these terms, the Attorney General's office has, in prior opinions, relied upon the plain meanings of the terms "quorum" and "present" by resorting to legal dictionaries and dictionaries of common usage. See Op. Att'y Gen. Fla. 2010-34 n.5-6 (referring to unabridged dictionary and legal dictionary for definition of term "quorum", which included the word "present", and concluding that "a quorum requirement, in and of itself, contemplates the physical presence of the members of a board or commission at any meeting subject to the requirement."). Doing so is a universally accepted mode of interpretation repeatedly endorsed by Florida courts. See *Lee Mem. Health Sys. v. Progressive Select Ins. Co.*, 260 So. 3d 1038, 1043 (Fla. 2018); *Berkovich v. Casa Paradiso North, Inc.*, 125 So. 3d 938, 941 (Fla. 4th DCA 2013) ("The common usage of the term 'quorum' requires the presence of individuals.") (citing Black's Law Dictionary 1284 (8th ed.2004)).

The term "quorum" is defined as "who must be present for a deliberative assembly to legally transact business." Black's Law Dictionary (11th ed. 2019). The word "present," is defined as "in attendance; not elsewhere." Black's Law Dictionary (11th ed. 2019); see also Webster's Third New International Dictionary Unabridged 1793 (2002 ed.) (defining "present" as "being before, beside, with, or in the same place as someone or something <both men were present at the meeting>").

Thus, in the absence of a statute to the contrary, the Attorney General's office historically has taken a conservative approach, out of concern for the validity of actions taken by the public body, concluding that any statutory quorum requirement to conduct public business requires the quorum of members to be physically present and that members present by electronic means could not count toward establishing the quorum. A long line of opinions by my predecessors contain conclusions to that effect.

(7) of the Florida Interlocal Cooperation Act of 1969 to conduct public meetings and workshops by means of “conference telephone, video conference, or other communications technology by which all persons attending a public meeting or workshop may audibly communicate;” providing specific requirements; and providing that the “participation by an officer, board member, or other representative of a member public agency in a meeting or workshop conducted through communications media technology constitutes that individual's presence at such meeting or workshop”); § 373.079(7), Fla. Stat. (2019) (authorizing the water management district “governing board, a basin board, a committee, or an advisory board” to “conduct meetings by means of communications media technology in accordance with rules adopted pursuant to s. 120.54”); § 374.983(3), Fla. Stat. (2019) (authorizing the Board of Commissioners of the Florida Inland Navigation District to conduct board and committee meetings “utilizing communications media technology, pursuant to s. 120.54(5)(b)2”); § 553.75(3), Fla. Stat. (2019) (authorizing the use of communications media technology in conducting meetings of the Florida Building Commission or of any meetings held in conjunction with meetings of the commission); § 1002.33(9)(p)3, Fla. Stat. (2019) (authorizing members of each charter school’s governing board to attend public meetings to “in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), and specifying other requirements) *with* § 349.04(8), Fla. Stat. (2019) (authorizing the Jacksonville Transportation Authority to “conduct public meetings and workshops by means of communications media technology, as provided in s. 120.54(5),” but specifying that “a resolution, rule, or formal action is not binding unless a quorum is physically present at the noticed meeting location, and only members physically present may vote on any item”).

3 Indeed, a quorum is not required to be present for a meeting to be otherwise subject to the Sunshine Law. *See Hough v. Stembridge*, 278 So. 2d 288 (Fla. 3d DCA 1973).

Resources

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Office of the Attorney General

State of Florida

PL-01, The Capitol

Tallahassee, FL 32399-1050



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Memo

To: City Commission

From: Amber LaRowe, City Clerk

Date: August 21, 2023

Re: UPDATE - Visually Impaired / Service Animal Education

Since my conversation with a resident on August 17th regarding her experience with a local restaurant, I have done the following:

1. Contacted Southeastern Guide Dogs
 - a. See email thread from Suzy Wilburn
 - i. She is willing to hold a training session in our City
 - b. Attachments to email include FAQ and 1-page "cheat sheet."
2. Reached out to Lighthouse Pinellas per Suzy Wilburn's email
3. Reached out to Tampa Bay Beaches Chamber of Commerce
4. Resident provided some information from ADA National Network -- attached

I will keep you informed of the information I receive and would like to discuss the next steps. I am looking forward to hearing back from both Lighthouse Pinellas and TBBCoC so that we can work together to educate our businesses and improve our public spaces.

Amber LaRowe

From: Suzy Wilburn <Susan.Wilburn@guidedogs.org>
Sent: Monday, August 21, 2023 7:45 AM
To: Amber LaRowe
Subject: RE: ADA law and service dog materials

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

Hi Amber!

Yes, service dogs have access rights for public beaches. However, they must be always under the control of their handler. This means they cannot run up and down the beach freely. They must be under control, which is usually by tether (leash, harness, etc.). The exception to this is if the person's disability prevents them from holding a leash, harness, etc. or the tether interferes with the dog's ability to perform the work it has been trained to do.

It may be beneficial to speak with the Lighthouse of Pinellas to get ideas of how to make things more accessible for people with vision loss. I know that audible crosswalks are a big ask right now in many communities. If/when you would like in-person training, please do not hesitate to contact us. We'd be happy to help!

From: Amber LaRowe <cityclerk@stpetebeach.org>
Sent: Monday, August 21, 2023 7:30 AM
To: Suzy Wilburn <Susan.Wilburn@guidedogs.org>
Subject: RE: ADA law and service dog materials

Thank you for getting back to me. I will print these materials and provide them to the City Commission. I also plan to speak with the Tampa Bay Beaches Chamber of Commerce to understand how they educate businesses on proper compliance with the Law. I am interested in having in-person training, but first I need to speak with the Commission to understand how they wish to proceed.

Do you know if a service dog can be denied access to a public beach? That has been a question/comment here I have heard repeatedly.

What are things that the City can do to support our visually impaired residents and visitors? How can the City improve their public spaces for them?

From: Suzy Wilburn <Susan.Wilburn@guidedogs.org>
Sent: Friday, August 18, 2023 1:49 PM
To: Amber LaRowe <cityclerk@stpetebeach.org>
Subject: ADA law and service dog materials

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

Hello Amber!

Thank you for reaching out to us for some materials to help the situation. Please know that we are also available to come for an in-person training if you feel that may be helpful. Please find attached a few documents that can easily be shared with anyone you feel appropriate. One is a quick access guide (1 page) and the other is a few pages that goes into greater detail about some frequently asked questions about service dogs. We truly appreciate your concern for those that live with disabilities! If we can help in any other way, please do not hesitate to reach out to us.

Suzy Wilburn, ADAC

Ambassador, Outreach & Recruitment, Operations

SOUTHEASTERN GUIDE DOGS

GuideDogs.org | 941-845-1866

The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

Frequently Asked Questions

About Service Dogs and Emotional Support Animals



What is considered a service animal under the Americans with Disabilities Act (ADA)?

A service animal is any dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, and the work or task performed by the dog is directly related to the handler's disability.



What if there is a "No Pets" policy or someone is allergic to or fearful of dogs?

Allergies or fear of dogs are not legitimate grounds to deny access or refuse service to individuals using service animals, and the ADA requires entities to make a reasonable accommodation to their "No Pets" policies to ensure access and services are not denied to individuals with disabilities.



Where can a service animal go?

Generally, local governments and businesses (including nonprofit organizations) serving the public must allow service animals to accompany people with disabilities in all areas of the facility that are accessible to the public.



Does the ADA offer the same protections and access for support or therapy animals as it does service animals?

No. Dogs and other animals providing emotional support, comfort, companionship or safety from crime are not considered service animals and are not protected under the ADA.

However, there are protections for emotional support animals in the Fair Housing Act (FHA), and you can learn more about this on the following pages.

More **FAQs** About Service Dogs and Emotional Support Animals



What is the key thing that distinguishes a service animal from other types of animals, such as a support or therapy animal?

The key difference is whether the dog is engaged in recognition and response to a given situation. Therapy animals may engage in recognition and response, but they are not doing so on behalf of the handler. That fact makes them different from service animals. An emotional support animal is an animal that just by being there, provides emotional support to its owner.



Does a service animal have to be trained or certified by an agency or instructor specializing in training such animals?

No. Anyone can train a service animal, including the individual utilizing its service.



Does the ADA cover dogs that are in training to be service animals?

No. The ADA only applies to service animals that have been trained. Service dog in training laws are entirely a creature of State law.



Is a handler required to have documentation proving the dog is a service animal?

No. A service dog handler is not required to carry any documentation or certification proving their dog is a service dog. If the handler is presenting the animal as an Emotional Support Animal (ESA), they are required to have a letter from a physician stating the need for an ESA. This letter must be updated annually.



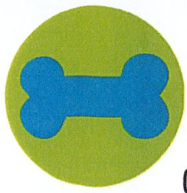
How does a person prove that his or her dog is a service animal? (ADA)

A service dog is a working animal, not a pet. If it is not readily apparent that an animal is trained to do work or perform tasks for an individual with a disability, entities are allowed to ask two questions:

- 1) Is the animal required because of a disability?
- 2) What work or tasks has the animal been trained to perform? The work or task has to relate back to the disability.

An entity CANNOT ask or require a dog to demonstrate its ability to perform the work or tasks. A service animal is NOT required to wear a vest, harness or any other gear to identify itself as a service animal. An individual DOES NOT have to disclose his or her disability, and an entity may not inquire about the nature of an individual's disability. An individual DOES NOT have to provide documentation certifying that his or her dog is a service animal, and an entity may not request such documentation to verify the dog is a service animal.

More **FAQs** About Service Dogs and Emotional Support Animals



Are dogs the only service animals protected by the ADA?

Only dogs are recognized as service animals under the ADA. However, entities covered by the ADA must modify their policies to permit miniature horses (shorter than 34 inches, weighing less than 100 pounds) where reasonable after a balancing-of-interest test specified in the regulations is first met.



What about the Fair Housing Act?

The Fair Housing Act (FHA), which is enforced by the Department of Housing and Urban Development, has been interpreted by Housing and Urban Development to extend to “assistance animals,” which they define as including both service animals and emotional support animals. Whereas, Title II and Title III of the ADA do not require an individual to verify that a dog is a service animal, the FHA allows landlords to request documentation of an individual’s disability and the disability-related need for the assistance animal.

The FHA as interpreted by Housing and Urban Development is broader than the ADA in that it covers emotional support animals in addition to service animals, with emotional support animals — including animals other than dogs — subject to the same documentation requirements as service animals. While the FHA may not cover therapy dogs, which conduct their work off-site and may or may not live on the premises, it is entirely possible that a therapy dog might be covered by a particular state law covering service dogs in training.



Does an employer have to allow an employee with a disability to bring his or her service animal to work?

The ADA requires employers to make a reasonable accommodation to individuals with disabilities, and the Equal Employment Opportunity Commission (EEOC), which administers employment aspects of the ADA, recognizes that service dogs can be a reasonable accommodation. Therefore, employers should deal with a request for a service animal in the same way they treat a request for any other reasonable accommodation.

There have been conflicting court rulings about whether needing a service animal must relate to the essential functions of a particular job; however, the best preventive law approach is to not worry about whether the service dog relates to a particular function of that individual’s job, but rather consider whether it is a reasonable accommodation (i.e. how the service animal gets the person with a disability to the same starting line as the person without a disability).

Although the ADA’s Title I regulations (the regulations governing disability discrimination in employment and put out by the EEOC), do not cover service dogs, emotional support animals or therapy animals, in December 2018, the EEOC convinced the Northern District of Iowa court that an emotional support animal may be a reasonable accommodation in certain circumstances (this case just settled for \$47,500).



What about service animals on airplanes?

While the ADA grants almost universal public access to service animals on the ground, the Air Carrier Access Act (ACAA) governs air travel.

Airlines require documentation for traveling with a service dog. There are two forms that will be required to be submitted at least 48 hours in advance, depending on the length of the flight. The form attesting to the dog's health behavior and training is required on all flights. If the flight is 8 hours or longer, a second form must be completed attesting that the dog will either not relieve itself or will relieve itself in a sanitary manner while flying.



Service Dogs – The Americans with Disabilities Act (ADA) 2010 Regulations define a service animal as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability".

Emotional Support Animals - provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that mitigate a person's disability.

Assistance Animals – Assistance animals fall under the umbrella of service animals and must adhere to the same rules under the ADA. They have the same access rights as service animals. The terminology is usually used when the dog is a medical alert dog, hearing assistance dog, or mobility dog.

Comfort Animals – These are pets. They have no rights under the ADA and are not recognized by the ADA. They may provide beneficial comfort to the owner, but they do not have access rights.

Household pets - Domesticated animals that:

- Are traditionally kept in the home for pleasure rather than for commercial purposes.
- Can travel in commercial carriers.
- Can be housed in temporary facilities.

Examples are dogs, cats, birds, rabbits, rodents, and turtles. Household pets do not include reptiles (except turtles), amphibians, fish, insects, arachnids, farm animals (including horses), or animals kept for racing purposes.

Therapy Animals – certified by a therapy dog organization or testing authority and can only gain access to public places with permission from the establishment they wish to enter. These animals are not recognized by the ADA, nor do they have public access rights of any kind.

Conditions and Capabilities	Service Dog	Emotional Support Dog	Assistance Animal	Comfort Animals	Household Pets	Therapy Animals
Handler must have a disability	Yes	No	Yes	No	No	No
Handler must have documentation	No	Yes	No	No	No	Yes
Animal must be trained in tasks that mitigate the handler's specific disability	Yes	No	Yes	No	No	No
Animal must wear identification such as vest, harness or ID tag	No	No	No	No	No	No
Must be accommodated in public buildings and businesses <i>(Americans with Disabilities Act)</i>	Yes	No	Yes	No	No	No
Must be accommodated in housing <i>(Fair Housing Act)</i>	Yes	Yes	Yes	No	No	No
Must be accommodated for airline travel <i>(Air Carrier Access Act)</i>	Yes	No	Yes	No	No	No

Amber LaRowe

From: Tina Abrahams <tina@tampabaybeaches.com>
Sent: Monday, August 21, 2023 9:22 AM
To: Amber LaRowe
Cc: Robin A Miller, CEO
Subject: Re: Question

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Good Morning Amber

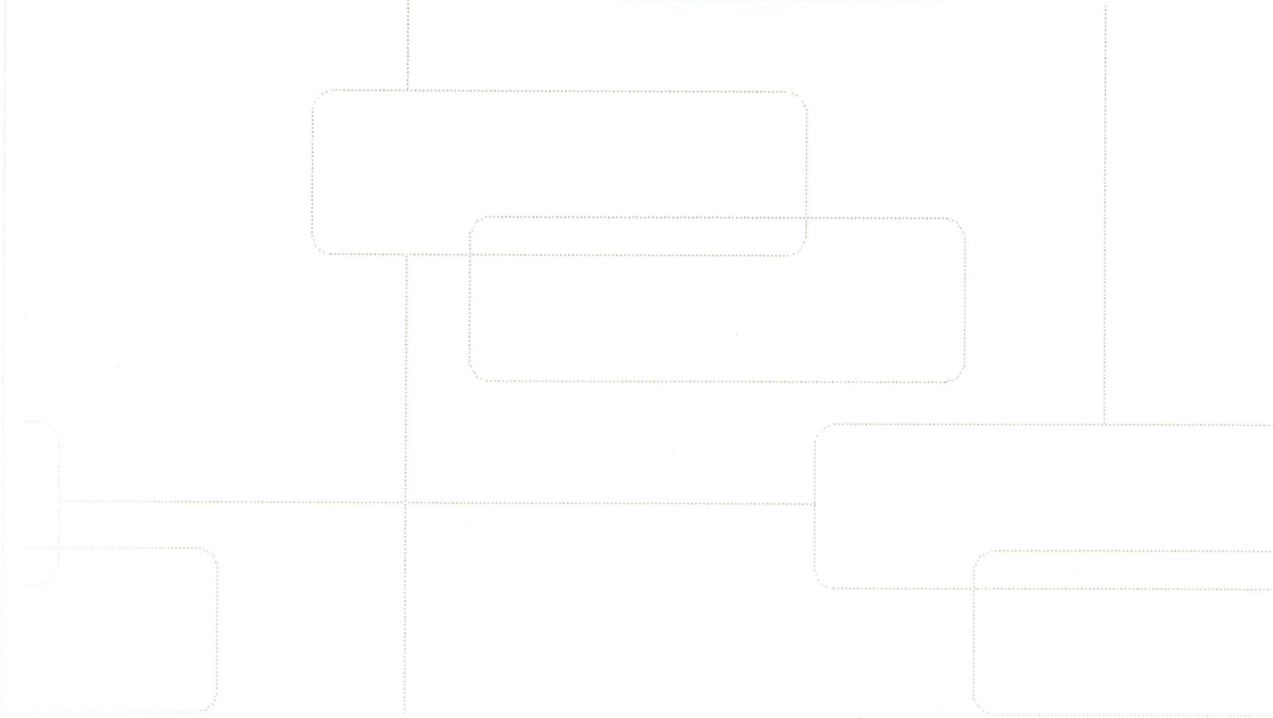
Robin is out of the office today. I will speak with her regarding this matter and get back to you.

Thank you for reaching out.

Take Care

Tina Abrahams
Events & Sponsorships
Tampa Bay Beaches Chamber of Commerce
727-360-6957
<https://www.tampabaybeaches.com>
CLICK HERE TO JOIN

On Mon, Aug 21, 2023 at 9:15 AM Amber LaRowe <cityclerk@stpetebeach.org> wrote:

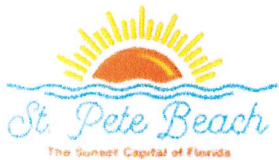


Hi, good morning Tina,

I am not sure if Robin is back from vacation or not, so I am emailing you as well.

I recently spoke with a visually impaired resident who had a bad experience at a local business regarding her, her family, and her service animal. I have been corresponding with Southeastern Guide Dogs and Lighthouse Pinellas so that the City can obtain more information and educational resources for our residents and businesses, do you provide information to our businesses regarding the Law and service animals? If not, how can the City partner with you to put out some information regarding this? I have some FAQs from Southeastern Guide Dogs; they have offered to do a training and I am awaiting some more information from Lighthouse – I wanted to reach out so no one is duplicating their efforts.

Thanks!



Amber LaRowe, MMC, CPM

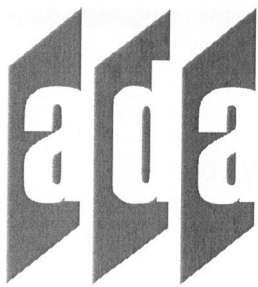
City Clerk

☎ 727-363-9220

✉ alarowe@stpetebeach.org

🌐 www.stpetebeach.org

📍 155 Corey Avenue, St. Pete Beach
FL 33706



National Network

Information, Guidance and
Training on the Americans with
Disabilities Act

Call us toll-free
1-800-949-4232 V/TTY
Find your regional center
at www.adata.org

For the most current and accessible version,
please visit <http://adainfo.us/ADAanimals>

Service Animals

The Department of Justice issued revised ADA regulations which cover Title II (state and local government programs) and Title III (places of public accommodation, such as restaurants or retail merchants), which took effect March 15, 2011. These regulations revise the definition of service animal and add additional provisions.

Definition

A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- Assisting individuals who are blind or have low vision with navigation and other tasks.
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.
- Providing non-violent protection or rescue work.
- Pulling a wheelchair.
- Assisting an individual during a seizure.
- Alerting individuals to the presence of allergens.
- Retrieving items such as medicine or the telephone.



Service Animals

- Providing physical support and assistance with balance and stability to individuals with mobility disabilities.
- Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals into all areas of public facilities and private businesses where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility (e.g., from a surgery or burn unit in a hospital in which a sterile field is required).

A public entity or a private business may ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

Asking questions

To determine if an animal is a service animal, a public entity or a private business may ask two questions:

- Is this animal required because of a disability?
- What work or task has this animal been trained to perform?



Service Animals

These questions may not be asked if the need for the service animal is obvious (e.g., the dog is guiding an individual who is blind or is pulling a person's wheelchair). A public entity or private business may not ask about the nature or extent of an individual's disability or require documentation, such as proof that the animal has been certified, trained or licensed as a service animal, or require the animal to wear an identifying vest.

Miniature Horses

A public entity or private business must allow a person with a disability to bring a miniature horse on the premises as long as it has been individually trained to do work or perform tasks for the benefit of the individual with a disability. However, an organization can consider whether the facility can accommodate the miniature based on the horse's type, size, and weight. The rules that apply to service dogs also apply to miniature horses.

Other Provisions

- A public entity or private business is not responsible for the care and supervision of a service animal.
- A public entity or private business cannot ask nor require an individual with a disability to pay a surcharge or deposit, even if people accompanied by pets are required to pay such fees.
- If a public entity or private business normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

Relationship to Other Laws

These provisions related to service animals apply only to entities covered by the ADA. The Fair Housing Act covers service animal provisions for residential housing situations, and the Air Carrier Access Act covers service animal provisions for airline travel. The definition of a service animal under each of these laws is different from the definition under the ADA.

Content was developed by the Mid-Atlantic ADA Center, and is based on professional consensus of ADA experts and the ADA National Network.



<http://www.adainfo.org/>

The contents of this factsheet were developed under grants from the National Institute on Disability, Independent Living, and Rehabilitation Research (NIDILRR grant numbers 90DP0089 and 90DP0086). NIDILRR is a Center within the Administration for Community Living (ACL), Department of Health and Human Services (HHS). The contents of this factsheet do not necessarily represent the policy of NIDILRR, ACL, HHS, and you should not assume endorsement by the Federal Government.

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Update to Service Animals and Businesses

Tuesday, August 22, 2023 12:05 PM

In addition to the memorandum & supporting documentation sent yesterday, August 21st, I have attached the emails received from Lighthouse Pinellas and the TBBCoC.

Lighthouse Pinellas:

- Suggest community education and exposure
 - Suggest a City ADA Coordinator
- They provide guidance on ADA Laws and help businesses with compliance
- They are willing to speak at a CC meeting or hold a meeting for education
- Suggest the City mail out flyers/information for information
 - They can put together informational pamphlets

TBBCoC:

- Ongoing topic with the business community with the community left feeling frustrated

Summary & Thoughts:

- Contact Lighthouse Pinellas and sit with them to go through what their training looks like as well as informational pamphlets.
 - Provide information to Commission on what they provide me.
 - Schedule them to speak at a CC meeting.
 - Based on that, schedule public information meetings to include our business community.
- Contact St. Petersburg ADA Coordinator and meet with him to see his day-to-day and get tips on how to inform our residents and businesses. Also, I would like to learn from him how we can ensure our facilities and public spaces are ADA compliant.
- If we decide that it would be a benefit to our City to have an ADA Coordinator, I would like to go through the ADA Coordinator Training Certificate Program to be certified for our City.

Amber LaRowe

From: Michelle Bryant <mbryant@lhpfl.org>
Sent: Monday, August 21, 2023 10:37 AM
To: Amber LaRowe
Subject: RE: LHPFL.org Contact Form

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Hi Amber,

Thanks for reaching out to us.

Community education, as well as exposure, are key in this instance. The business owners should absolutely be educated on ADA law and compliance, especially if they do not wish to be sued for disregarding the law. One of the best ways to educate the community is to have your city's ADA Coordinator come and speak at an event or meeting that your city holds for business owners. Whether that be a Commission meeting or otherwise. If your city does not have an ADA Coordinator (I could not find one listed on STB's website) I recommend you all getting one if budget allows, or contacting St. Pete's Coordinator, Lendel Bright, for guidance. An ADA coordinator would ensure that your city is protected from ADA related lawsuits, as well as make sure businesses and business owners are operating within compliance of federal ADA laws.

Locally, we also have the Committee to Advocate for Persons with Impairments, which provides guidance on ADA laws and ensures businesses are within compliance. Additionally, Lighthouse of Pinellas also provides community outreach and education where we could come and speak at a meeting regarding ADA laws, guide dogs, and what business owners can and cannot do. Southeastern, I am sure, would offer to do the same.

The city could also mail out flyers or letters informing businesses of proper procedure and etiquette when a person uses a registered service animal, if there is not a typical meeting that is help for the business owners to gather. If the city would like Lighthouse's help or guidance in putting together an informational letter or pamphlet to send out to your business owners, we can absolutely help create something for educational purposes.

Educating business owners that discriminating against people with disabilities and their service dogs makes them vulnerable to lawsuits, we have found, is usually a great way to get the message across. Also, making them aware that businesses can also be fined for violation of ADA law. Federal law allows fines of up to \$75,000 for the first violation and \$150,000 for additional ADA violations. States and local governments may allow additional fines, as well.

Again, if the City would like for Lighthouse to create an educational letter or pamphlet, we can definitely put something together and email to the City to disperse to the businesses.

Please let me know how else I can help or if you have any other questions.

Michelle Bryant
Adult Programs Supervisor, MA
Lighthouse of Pinellas, Inc.
(727) 544-4433, ext 265
www.lhpfl.org



We see things differently

6925 112th Circle North, Suite 101
Largo, FL 33773
www.lhpfl.org | 727-544-5511 (fax)

CHECK OFF TO SUPPORT
Blind Babies



Senior Blind Services

National Association of Agencies Serves the Blind

Please "check off" to support Blind Babies when you renew your tag
Senior Blind Services when you renew your license/ID.

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

From: Amber LaRowe <website@lhpfl.org>

Sent: Monday, August 21, 2023 9:09 AM

To: lighthouseofpinellas@gmail.com; Meridith Taylor <mtaylor@lhpfl.org>; Brad Taylor <BTaylor@lhpfl.org>; Michelle Bryant <mbryant@lhpfl.org>

Subject: [LHPFL.org](https://www.lhpfl.org) Contact Form

From: Amber LaRowe <alarowe@stpetebeach.org>

Phone: 7273639220

Subject: City of St. Pete Beach

Message Body:

Good morning -- I recently had a vision-impaired resident contact me regarding an uneducated business's response to her and her parent's dining. They did not accept her dog as a service dog and refused them to enter the establishment, forcing them outside to eat in the Florida heat. I have reached out to Southeastern Guide Dogs to gather information that I may share with the Chamber and the businesses. They have given me plenty of information (FAQs) to provide to our City Commission in regard to ADA; however, I am curious as to what things the City can do to support our visually impaired residents and visitors, especially in our public spaces.

--

This e-mail was sent from a contact form on Lighthouse of Pinellas (https://urldefense.proofpoint.com/v2/url?u=https-3A__lhpfl.org&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=3ej7_d5UBUttxO6zktLDW8v--YFWrU3UxJOu2RpMYG4&m=k8z8iEhzCJ_oxkplv7CnKuT9uG6x1092torUVXrV4U9W4rtp4PzV2YThm5ar-g4b&s=dtj99pocUoT9e16PatdxwrF1SiQJEqtLSNVslS50POM&e=))

Amber LaRowe

From: Robin Miller <robin@tampabaybeaches.com>
Sent: Monday, August 21, 2023 3:52 PM
To: Alex Rey
Cc: Amber LaRowe; Jennifer McMahon; Rita Bishop
Subject: Re: Guide / Service dog awareness

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Hi, I am out on bereavement, but wanted to quickly reply.

This is an ongoing (very very long) topic/situation for the business community. Education is a good idea, but all in all businesses are frustrated with the situation. (see Publix in the news this week).

Let me know how we can assist.

Robin A. Miller, IOM, FCCP
President & CEO

727-360-6957
#buybeachesfirst
<https://www.tampabaybeaches.com>

[CLICK HERE TO JOIN](#)

On Mon, Aug 21, 2023 at 3:31 PM Alex Rey <arey@stpetebeach.org> wrote:

Amber,

I think that is a good idea if you can stop by and visit them. If they want to do a training session for our business community, we can try to coordinate that with the Chamber of Commerce.

To her point, I am not sure how the business can differentiate between guide dogs and emotional support dogs.

Alex

From: Amber LaRowe <cityclerk@stpetebeach.org>
Sent: Thursday, August 17, 2023 2:40 PM
Subject: FW: Guide / Service dog awareness



Memo

To:. City Commission

CC: City Attorney

From: Amber LaRowe, City Clerk

Date: September 21, 2023

Re: UPDATE – Americans with Disabilities Act (ADA)

Since our last discussion, I have met with the ADA Coordinator for the City of St. Petersburg, Lendel Bright. We went over several laws as well as helpful tips. Title II of the ADA requires that public entities take systemic steps to examine their programs and establish a plan for ensuring compliance with the law. Five action steps must be taken to bring a public entity into compliance with Title II regulations:

-
1. Establish an ADA Coordinator: the ADA requires a public entity with 50 or more employees to designate at least one employee to coordinate ADA compliance. Section 35.107 (a) of the Code of Federal Regulations (CFR)
 - a. I could not find any documentation in the City that designates anyone in the City as such.
 2. Issue Notice of ADA Requirement: All public entities, regardless of size, must provide information to applicants, participants, beneficiaries, employees, and other interested parties regarding the rights and protections afforded by Title II of the ADA, including information about how the Title II requirements apply to its programs, services, and activities. This notice also serves to notify the public of the ADA Coordinator's contact information. Section 35.106 CFR
 - a. I know we put information at the bottom of all public notices for meetings.
 - b. Mr. Bright provided me with a copy of the St. Petersburg notice that is posted at each City facility.
 - c. Visit St. Petersburg website here:
https://www.stpete.org/residents/community/accessibility_in_stpete.php
 3. Establishment of Grievance Procedures: Public entities with 50 or more employees must adopt and publish grievance procedures providing for prompt and equitable resolution of grievances arising under Title II of the ADA. The

purpose of this grievance is to provide a mechanism for the resolution of discrimination issues at the City level, rather than requiring the complainant to resort to the federal complaint process. Section 35.107 (b) CFR.

4. Conduct a Self-Evaluation: A self-evaluation is a comprehensive review of the following four **major** areas: Section 35.105 CFR –
 - a. Policies and Procedures: The self-evaluation involves a thorough review of general policies and procedures to ensure nondiscrimination.
 - b. Communications: The purpose of this survey is to assess the City's ability to provide communication for individuals with disabilities that is as effective as the communication provided to individuals without disabilities.
 - c. Employment: The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA).
 - d. Program and Facility Accessibility: Title II of the ADA prohibits public entities from excluding individuals with disabilities from programs, services, or activities because of inaccessible facilities.
5. Develop a Transition Plan: The ADA Transition Plan flows logically from the self-evaluation. If the self-evaluation for programs and facilities reveals that barriers cannot be removed through nonstructural program changes, Title II requires that public entities develop a transition plan. The regulation requires that, at a minimum, the transition plan:
 - a. List physical obstacles that limit the accessibility of the public entity's programs, services, or activities to people with disabilities.
 - b. Describe the methods to be used to make the facilities accessible.
 - c. Provide cost estimates.
 - d. Provide a schedule for making the access modifications – a yearly schedule for making the modifications if the transition plan is more than one year long.
 - e. Name a person responsible for the implementation of the transition plan. In addition, Section 35.150 (d)(2) CFR requires that if the public entity has responsibility over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs.

The ADA does not require a public entity to take any action that it can demonstrate would result in a fundamental alteration in a program or activity, would create a hazardous condition for other people, or would represent an undue financial and administrative burden.

Next week I have a meeting with Lighthouse of Pinellas to gain further information about sight-impaired services and regulations. They have offered to assist in providing information to businesses and the City on rules and regulations.

Mr. Bright has invited me to the ADA Coordinator's monthly calls with other ADA Coordinators in the State of Florida. He has graciously offered documents, research, and assistance.

There are two trainings that he recommended to be an effective and certified ADA Coordinator. I would like to attend those trainings, if allowed.

More to come.

ADA Best Practices for ADA Compliance:

Public Right of Way (Roadways, pedestrian crossing, sidewalks, etc.) – Use of PROWAG, US Access Board

<https://www.access-board.gov/prowag/>

<https://www.adainfo.org/sites/default/files/1.4-Public-Rights-of-Way-2-slides-per-page.pdf>

Self Evaluation and Transition Planning - ADA Best Practices Tool Kit for State and Local Governments.

<https://www.ada.gov/pcatoolkit/toolkitmain.htm>

<https://www.adaactionguide.org/action-steps>

<https://www.ada.gov/comprob.htm>

Website Accessibility – Web Content Accessibility Guidelines (WCAG) Overview.

<https://www.w3.org/WAI/standards-guidelines/wcag/>

<https://www.ada.gov/websites2.htm>

Project Civic Access – Review of the Settlement between DOJ and Government entity for ADA Violation Complaints.

<https://www.ada.gov/civicac.htm>

THE ADA AND SECTION 508

The goal of the ADA is to help the country benefit from the skills and talents of persons with disabilities, allow all Americans to gain from the increased purchasing power of persons with disabilities, and advocate more productive lives for everyone.

Section 508 is not part of the ADA. The Americans with Disabilities Act of 1990 is a different law. Section 508 is an amendment to the Rehabilitation Act of 1973. Section 504 of the original Rehabilitation Act laid some of the groundwork for the ADA in the areas of rehabilitation, training and employment of disabled people.

In 1998 the US Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. **Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals.**



CITY OF ST. PETERSBURG

AMERICANS WITH DISABILITIES ACT (ADA) PUBLIC NOTICE

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the City of St. Petersburg will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities.

Employment: The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA).

Effective Communication: The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing or vision impairments.

Modifications to Policies and Procedures: The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact ADA Coordinator Lendel Bright at (727) 893-7229 or e-mail: lendel.bright@stpete.org as soon as possible but no later than 72 hours before the scheduled event.

The ADA does not require the City of St. Petersburg to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a City program, service, or activity is not accessible to persons with disabilities should be directed to:

Lendel Bright, PA, CPO
ADA and Diversity Coordinator
City of St. Petersburg
Human Resources Department, Community Affairs Division
One - 4th Street North, Municipal Services Center, 3rd Floor
St. Petersburg, Florida 33701
Telephone: (727) 893-7229 / TDD (727) 892-5259 / Fax 727-551-3247
E-Mail: lendel.bright@stpete.org

The City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

04/08/19

Types of Service Dogs and What They Do

1. Guide dogs

Assistance dogs who lead visually impaired and blind people around obstacles are one of the most commonly known types of service dogs. Labrador Retrievers, Golden Retrievers, and Lab/Golden hybrids are often dog breeds chosen as guide dogs, although other breeds, such as Poodles, can also be well suited to be this type of service dog.

2. Hearing dogs

For people with hearing impairments, these types of service dogs assist by alerting their human to noises such as alarms, doorbells, or crying babies. When the dog hears the sound, they'll touch their human and lead toward the noise.

3. Mobility assistance dogs

These types of service dogs can perform a wide range of tasks for people with a wide range of mobility issues. According to Service Dogs of America, mobility assistance dogs can bring objects to people, press buttons on automatic doors, serve as a brace for people who are ambulatory or even help pull a wheelchair up a ramp. These dogs help people increase their independence and confidence.

People with spinal cord injuries, brain injuries, muscular dystrophy, and arthritis are among those who benefit from being partnered with a mobility assistance dog. Different breeds are selected depending on the handler's size, but the dogs must be large enough to support their human partner.

4. Diabetic alert dogs

Also known as DADs, these types of service dogs can provide independence and security by alerting to chemical changes in their handler's blood sugar. The scent changes associated with hyperglycemic or hypoglycemic events in diabetics are imperceptible to humans, but dogs can pick up on them and alert their people to blood sugar highs and lows before the levels become dangerous.

When a diabetic alert dog alerts, his human then knows to test his blood, then inject insulin or ingest a dose of glucose before his blood level gets dangerous. Many of these dogs are trained to go alert others in the household or set off an alarm system if their human needs medical help.

5. Seizure alert dogs

Seizure alert dogs are a controversial type of service dog who react with a specific type of behavior right before her human has a seizure. The ability to alert to seizures seems to be a natural ability for a small number of dogs, although some neurology experts say there is no reliable evidence to suggest that dogs can reliably predict seizures.

On the other hand, many patients, families and trainers insist their dogs do accurately predict and alert to oncoming seizures, and stories about pet dogs who alert without training have received a lot of media attention. Some epilepsy organizations, like the BC Epilepsy Society, state that it's not possible for dogs to be trained to alert to seizures, but some dog training agencies (including UK-based Support Dogs and 4 Paws For Ability in the U.S.) say it is possible to train a dog to alert.

6. Seizure response dogs

Not to be confused with seizure alert dogs, seizure response dogs are trained to provide help to a person experiencing an epileptic seizure, not to predict the seizure. These dogs can be trained to bark for help or to press an alarm system during a person's seizure. They can also get a person out of an unsafe place during a seizure and help the handler to come around when the seizure ends. These dogs may also bring medicine or a phone to a person who is coming out of a seizure.

7. Psychiatric service dogs

This versatile category of service dog assists people who are suffering from issues like depression, anxiety and most often post-traumatic stress disorder. PTSD can afflict people after they've served in combat, worked as a first responder, or experienced abuse, natural disasters, terrorism and other life-altering events, such as car crashes.

The human handlers in this category can feel hyper vigilant about their safety, and service dogs can make them feel safer by doing things like entering the home before the human, and turning on the lights with a foot pedal. These dogs can also help PTSD sufferers who feel overwhelmed in public places by creating a physical barrier between the handler and others, giving the handler more personal space. Many PTSD sufferers find that having a service dog to care for forces the human to also take care of themselves, by getting out into the world and getting exercise with their dog.

8. Autism support dogs

For kids on the autism spectrum, these types of service dogs help provide a sense of predictability as the children navigate social settings, including school. The dogs can be a big help for kids who have trouble connecting with classmates, as the canine acts as an icebreaker in social situations. In addition to improving the child's quality of life by reducing isolation and comforting the child in stressful times, these dogs are also trained to keep children from running away and can often track children if they do run off.

9. FASD service dogs

An emerging category of service dog, these dogs support children who were exposed to alcohol prenatally, and have been diagnosed with fetal alcohol spectrum disorders (FASDs). These children may have physical and mental difficulties, as well as behavioral problems and learning disabilities. According 4 Paws for Ability, its FASD dogs are trained similarly to autism service dogs and can be trained to interrupt a repetitive behavior.

10. Allergy detection dogs

With the rise in food allergies has come another type of medical service dog. Allergy detection dogs are trained to sniff out and alert to the odor of things such as peanuts or gluten. Often partnered with children, allergy detection dogs can be trained to alert to allergy-inducing smells at school, providing the kids with a greater sense of independence and giving their parents a greater sense of security. While it's clear that some dogs can be successfully trained to alert for allergies, this category of service dog attracted negative attention when some parents said they paid for dogs that couldn't care less about a deadly peanut.

Other kinds of working dogs, including therapy dogs and emotional support dogs, are not classified as service animals as they're not trained to perform a specific task to help their handlers. In most jurisdictions, these kinds of dogs are not afforded the same privileges as service dogs.



In their role as service animals, miniature horses use a harness or halter, special shoes or sneakers for slippery surfaces, and a guide rope

Miniature horses can have a service life of up to 20 years.

<https://usserviceanimals.org/blog/miniature-horses-as-service-animals/>

“Guide dogs are lucky to make it to their 15th birthday, while mini horses frequently thrive into their 30s. Some even make it to 50.”

10-year guide horse user Mona Romouni, in a Vox interview

Service Animals Can Be Miniature Horses

Americans with Disabilities Act (ADA) regulations from the US Department of Justice (DOJ) state that dogs are the only species permitted to be service animals, with the single possible exception of miniature horses.

As with their canine counterparts, miniature horses must be individually trained to perform a specific task for a person with a disability, housebroken, and under the control of the owner at all times.

If a miniature horse does not compromise legitimate safety requirements, a covered entity must make reasonable modifications to its policy, practices, and procedures to accommodate the animal, so long as the facility can accommodate the horse's type, size, and weight.

Here are some key facts to better understand this second type of service animal.

Miniature horses:

- Often serve as guide animals or mobility/balance assistance animals
- Can push or pull heavy objects
- Can live 25–30 years and offer a long service life of up to 20 years
- Are easy to groom and shed fewer allergens than dogs
- Are an alternative service animal for those who cannot work with a dog for religious or cultural reasons



Memo

To:. City Commission

CC: City Attorney

From: Amber LaRowe, City Clerk

Date: October 9, 2023

Re: UPDATE – Americans with Disabilities Act (ADA)

On September 28th, I met with Michelle Bryant, Adult Programs Supervisor, at Lighthouse of Pinellas. We discussed the City and the incident that prompted our research and understanding of the Law. I was reminded of the Federal Law and the requirement for municipalities (as outlined in my 09/21 memorandum).

She informed me that their organization has served 40 clients from our City and there are approximately 19,000 visually impaired or blind residents in the County. I reached out to Southeastern Guide Dogs to see what data they have for providing any service to our residents.

She offered to prepare a pamphlet or one-page informational sheet that we can share with the TBBCoC as well as post to our social media and website informing businesses on the ADA laws.

I was informed by both Michelle and Lyndell (St. Petersburg ADA Coordinator) that the deaf/hearing impaired community is not as involved in outreach and services, they stay close-knit and apparently do not really identify as disabled, but I can reach out to someone to try to get more information about their needs.

I need to know the following:

1. What position does the City want to designate as the ADA Coordinator as required? I am interested in taking this responsibility on for the City.
 - a. I have attached a list of municipalities that responded to my request for information on their ADA Coordinator

- b. The first step is the City designating an ADA Coordinator so that we may post the appropriate information, as outlined in the memo dated 09/21.
- 2. Would it be appropriate to have a community meeting/town hall to inform the public of the proper ADA rules regarding service animals and compliance?
 - a. Lighthouse Pinellas, Southeastern Guide Dogs, and ADA Coordinator Lendel Bright have all offered their time and assistance with educating the public, businesses, and the City on the Law.

City	ADA Contact & Coordinator
St. Petersburg	ADA Coordinator is a position
Temple Terrace	Marketing and Communications
Fernandina Beach	City Clerk
Parkland	Senior Director of Strategy and Intergovernmental Affairs/ADA Coordinator
Atlantic Beach	HR Director
Crescent City	City Clerk
City of Fellsmere	City Clerk
Pinellas Park	Pension and Risk Management Director
Largo	Assistant City Manager
Clearwater	Diversity and Equity Division of HR
Treasure Island	City Clerk
Dunedin	HR/Risk Manager
Venice	HR Director
North Port	Risk Manager
Key West – has been subjected to ADA lawsuits in 2004 & 2018 – settled both	ADA Coordinator along with the City Clerk
Lake Wales	City Clerk
Jacksonville Beach	Legal Assistant to City Attorney
Cape Coral	City Clerk & Risk Manager
Hialeah	City Clerk
Sebring	City Administrator Human Resources Officer Building Official
Clermont	Assistant Director Public Services
Pensacola	Building Official
Fort Myers	ADA Coordinator is a position
Daytona Beach	Assistant City Manager
Titusville	Community Relations
Tavares	Community Development
Niceville	Building Inspector City Manager Fire Inspector
Cedar Key	City Clerk
Port St. Lucie	HR and Public Works
West Palm Beach	ADA Coordinator is a position
Zephyrhills	Director of Development Director of Admin Services Public Works Director
Lakeland	Deputy City Manager
West Melbourne	City Manager
Winter Haven	Parks, Planning, and Strategic Initiatives Manager
Gainesville	Equity and Inclusion Director

Kissimmee	Strategic Coordinator/ADA Coordinator
Miami Gardens	HR Director
St. Cloud	Non-discrimination Coordinator
Palatka	Human Resources
Sunny Isles Beach	Risk Management
DeLand	Utility Coordinator
Punta Gorda	Human Resources
Delray Beach	Human Resources
Deltona	Building Customer Service Supervisor
Frostproof	City Clerk
New Port Richey	Building Official
Plant City	Risk Manager
Islamorada	City Clerk
Wildwood	Procurement
Umatilla	Development and Public Services
Sopchoppy	City Clerk

Americans with Disabilities Act (ADA)

What is ADA?

The ADA is a civil rights law that protects people with disabilities. A disability means "substantially limits a major life activity." The ADA protects people with disabilities from discrimination by the government, schools, employers, and anyone who offers goods and services to the public.

What is a reasonable Accommodation?

Accommodations help people with disabilities have equal access to different areas of life. A reasonable accommodation isn't required if it causes an undue burden on what a school, program, or business is offering.

What businesses are included under ADA?

All businesses, government facilities, and nonprofits must provide people with disabilities an equal opportunity to access the goods and services that they offer. Examples include but are not limited to: Restaurants, hotels, retail stores, movie theaters, medical offices and hospitals, and gyms.

What are businesses required to do?

- Communicate with people with disabilities as effectively as you communicate with others.
- Make reasonable modifications to policies, practices, and procedures where needed.
- Allow service animals to be with the person with a disability, even if you have a no-pets policy.
- Follow specific standards for physical accessibility when building or altering your facility or business.

When interacting with people with disabilities:

DO use inclusive language

DO ask questions

DON'T use belittling language

DON'T pet or call out to service animals

DO have an open mindset

DO be solution-based

