

COUNCIL MEETING

Municipal Building
175-5th Street North
Second Floor Council Chamber

CITY OF ST. PETERSBURG

February 21, 2013
3:00 PM

Welcome to the City of St. Petersburg City Council meeting. To assist the City Council in conducting the City's business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.
2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.
3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.
4. Please do not pass notes to Council during the meeting.
5. Please be courteous to other members of the audience by keeping side conversations to a minimum.
6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.
7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk's Office, 1st Floor, City Hall, 175 Fifth Street North, on the Monday preceding the regularly scheduled Council meeting. *The agenda and backup material is also posted on the City's website at www.stpete.org and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting. The updated agenda and backup material can be viewed at all St. Petersburg libraries.* An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

If you are deaf/hard of hearing and require the services of an interpreter, please contact the City Clerk, 893-7448, or call our TDD Number, 892-5259, at least 24 hours prior to the meeting and we will provide that service for you.

A. Meeting Called to Order and Roll Call.

Invocation and Pledge to the Flag of the United States of America.

B. Approval of Agenda with Additions and Deletions.

Open Forum

*If you wish to address City Council on subjects other than **public hearing or quasi-judicial items listed on this agenda**, please sign up with the Clerk prior to the meeting. Only the individual wishing to speak may sign the Open Forum sheet and only City residents, owners of property in the City, owners of businesses in the City or their employees may speak. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government.*

Speakers will be called to address Council according to the order in which they sign the Open Forum sheet. In order to provide an opportunity for all citizens to address Council, each individual will be given three (3) minutes. The nature of the speakers' comments will determine the manner in which the response will be provided. The response will be provided by City staff and may be in the form of a letter or a follow-up phone call depending on the request.

C. Consent Agenda (see attached)

D. New Ordinances - (First Reading of Title and Setting of Public Hearing)

E. Reports

1. [Bayfront Medical Center Amended and Restated Lease Agreement. \[To be heard at 4:00 p.m.\]](#)
2. [Tourist Development Council. \(Councilmember Curran\) \(Oral\)](#)
3. [Tampa Bay Estuary Program. \(Councilmember Kornell\) \(Oral\)](#)
4. [WorkNet Pinellas Youth Economic Opportunity. \(Councilmember Newton\) \(Oral\)](#)
5. [Tampa Bay Regional Planning Council. \(Councilmember Newton\) \(Oral\)](#)
6. [Tampa Bay Water. \(Chair Nurse\) \(Oral\)](#)
7. [Lift Station 85 Albert Whitted Master, Force Main Part E, and Related Projects \(Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013\):](#)
 - (a) Awarding a contract to PCL Construction, Inc. in the amount of \$10,687,294.03 for the Lift Station 85 Albert Whitted Master, Force Main Part E, and related projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013); rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount

of \$391,000 from the Golf Creek Culvert Project (12548); and approving an appropriation in the amount of \$391,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the 8th Ave SE Storm Drainage Improvements Project (14013).

- (b) Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 08-5-A/W to the agreement between the City of St. Petersburg and AECOM Technical Services, Inc. (AECOM) in the amount of \$198,669 for professional construction phase services for the Lift Station 85 Albert Whitted Master. (Engineering Project No. 12016-111, Oracle No. 13819)
- (c) Authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for Albert Whitted Water Reclamation Facility Decommissioning. (Engineering Project No. 12017-111, Oracle No.13378)
- 8. [Authorizing the Mayor or his designee to accept \\$146,559 from Pinellas County \(“County”\) as the City’s share of the FY2012 Edward Byrne Memorial Justice Assistance Grant \(“JAG”\) to continue funding of law enforcement initiatives as set out in the County’s grant application, and to execute all documents necessary to effectuate this transaction; and approving a supplemental appropriation in the amount of \\$146,559 from the increase in the unappropriated balance of the Police Grants Trust Fund \(1702\), resulting from these additional revenues, to the Police Department, Fiscal Support \(140-1389\), JAG 2012 Project \(TBD\).](#)
- 9. [Pinellas Planning Council. \(Councilmember Kennedy\) \(Oral\)](#)
- 10. [Advisory Committee on Pinellas Transportation \(ACPT\) & Intelligent Traffic System \(ITS\). \(Councilmember Kennedy\) \(Oral\)](#)

F. New Business

- 1. [Requesting to amend the Central Avenue Revitalization Plan to reflect the desire of Council to not have brick medians or bulb-outs constructed on Central Avenue. \(Councilmember Danner\)](#)
- 2. [Referring to the Budget, Finance & Taxation Committee a discussion regarding allocating a percentage of total deposits to a local bank. \(Councilmember Kornell\)](#)
- 3. [Requesting a City Council Workshop or Committee of the Whole to discuss city public use days at Tropicana Field. \(Councilmember Newton\)](#)
- 4. [Requesting City Council change the start time of the March 21, 2013 City Council meeting to 8:30 a.m. \(Chair Nurse\)](#)

G. Council Committee Reports

- 1. [Emergency Medical Services \(EMS\) Committee. \(2/7/13\)](#)
- 2. [Budget, Finance & Taxation Committee. \(2/14/13\)](#)
- 3. [Public Services & Infrastructure Committee. \(2/14/13\)](#)

H. Legal

1. [Approving the issuance of not to exceed \\$45,000,000 City of St. Petersburg Health Facilities Authority Health Care Facilities Revenue Bond \(OneBlood, Inc. Project\), Series 2013, as required by the federal Tax Exempt Financing Reform Act \(“TEFRA”\).](#)

I. Public Hearings and Quasi-Judicial Proceedings - 6:00 P.M.

Public Hearings

*NOTE: The following Public Hearing items have been submitted for **consideration** by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the **YELLOW** cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes **ONLY** to state your position on any item but may address more than one item.*

1. [Confirming the preliminary assessment for Lot Clearing Numbers 1511, 1512, and 1513.](#)
2. [Confirming the preliminary assessment for Lot Clearing Number 1514.](#)
3. [Confirming the preliminary assessment for Building Securing Number 1173.](#)
4. [Confirming the preliminary assessment for Building Demolition Number 400.](#)
5. [Ordinance 67-H amending Chapter 27, Division 3 of Article V of the St. Petersburg City, relating to the Industrial Pretreatment Program.](#)

Second Reading and Second Public Hearings

6. [Proposed text amendments to the Local Government Comprehensive Plan made pursuant to Chapter 163, Part II. F.S. \(City File LGCP 2012-01\)](#)
 - (a) Ordinance 59-H amending the Comprehensive Plan pursuant to Chapter 163, Part II. F.S., related to the adoption of text amendments to the Future Land Use Element, Capital Improvements Element, Intergovernmental Coordination Element and Public Schools Facilities Element.
 - (b) Ordinance 60-H amending the Comprehensive Plan pursuant to Chapter 163, Part II, F.S., related to the adoption of text amendments to the Potable Water Subelement, Capital Improvements Element and Transportation Element.

J. Open Forum

1. [Open Forum](#)

K. Adjournment

1. [Association of Volleyball Professionals Presentation](#)

St. Petersburg
Community Redevelopment Agency (CRA)
February 21, 2013

1. [City Council convenes as the Community Redevelopment Agency.](#)
2. [Resolution of the St. Petersburg Community Redevelopment Agency \(CRA\) finding the substantial renovation of "The Shops at St. Pete," located at 153 - 2nd Avenue North, consistent with the Intown Redevelopment Plan, as reviewed in Community Redevelopment Agency report IRP 13-1a. \[To be heard at 3:30 p.m.\]](#)
3. [Adjourn Community Redevelopment Agency.](#)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A February 21, 2013

NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Purchasing)

1. [Lift Station 85 Albert Whitted Master, Force Main Part E, and Related Projects \(Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013\): \[MOVED to Reports as E-7\]](#)
 - (a) Awarding a contract to PCL Construction, Inc. in the amount of \$10,687,294.03 for the Lift Station 85 Albert Whitted Master, Force Main Part E, and related projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013); rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$391,000 from the Golf Creek Culvert Project (12548); and approving an appropriation in the amount of \$391,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the 8th Ave SE Storm Drainage Improvements Project (14013).
 - (b) Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 08-5-A/W to the agreement between the City of St. Petersburg and AECOM Technical Services, Inc. (AECOM) in the amount of \$198,669 for professional construction phase services for the Lift Station 85 Albert Whitted Master. (Engineering Project No. 12016-111, Oracle No. 13819)
 - (c) Authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for Albert Whitted Water Reclamation Facility Decommissioning. (Engineering Project No. 12017-111, Oracle No.13378)
2. [Awarding three-year blanket purchase agreements to Action Fabrication and Truck Equipment, Inc., Atlas Hydraulics, Inc., Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Inc. and 11 other companies for vehicle and heavy equipment maintenance and repairs for the Fleet Management Department at an estimated annual cost of \\$600,000.](#)
3. [Awarding a blanket purchase agreement to T. Wayne Hill Trucking, Inc. for biosolids removal and disposal for the Water Resources Department at an estimated annual cost of \\$538,340.](#)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B February 21, 2013

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Purchasing)

1. [Accepting proposals from Hydra-Service\(s\), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Co. d/b/a Hudson Pump & Equipment; Xylem Water Solutions Florida, LLC formerly ITT Water & Wastewater Florida, LLC; and Alttec Corporation d/b/a Digital Control Company, sole source providers, for pumps, pump parts and repair services for the Water Resources Department at an estimated annual cost of \\$400,000.](#)
2. [Awarding a blanket purchase agreement to Resource Efficiency Solutions, Inc. for induction and LED lighting replacement parts at an estimated annual amount of \\$325,000.](#)
3. [Renewing blanket purchase agreements with Southern Electric Supply Company, Inc. d/b/a Rexel, Inc.; Tampa Armature Works, Inc.; and DJ/PJ Inc. d/b/a JW Appley, Inc. & Son for pumps, pump parts and repair services for the Water Resources Department at an estimated annual cost of \\$150,000.](#)

(City Development)

4. [Authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement Number 4 - \(FPN: 422501-1-94-01, Contract No: AOZ18 \("SJPA"\) between the City of St. Petersburg and the Florida Department of Transportation, which provides \\$300,000 for wharf and infrastructure repair at the Port, establishes an expiration date for the SJPA of June 30, 2016, and requires City matching funds in the amount of \\$100,000; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.](#)

(Leisure & Community Services)

5. [Accepting a grant from the Coordinated Child Care of Pinellas, Inc. \("CCC"\) in the amount of \\$111,494 for the Walter Fuller Recreation Center's 21st Century Community Learning Centers \(21st CCLC\) program; authorizing the Mayor or his designee to execute an agreement and all other documents necessary to effectuate this transaction with CCC; and approving a supplemental appropriation of \\$111,494 from the increase in the unappropriated balance of the General Fund resulting from these additional revenues to the Parks and Recreation Department WF 21 CCLC FY13 Project.](#)

(Public Works)

6. [Authorizing the Mayor or his designee to execute Task Order No. 12-01-URS/AWA to the agreement between the City of St. Petersburg and URS Corporation in the amount not](#)

to exceed \$104,952 for design and bidding phase services related to new Terminal Hangar Facility at Albert Whitted Airport. (Engineering Project No. 13045-119; Oracle No. 13279)

7. Approving the second renewal of a Maintenance Agreement with the State of Florida Department of Transportation for the purpose of performing roadway sweeping on selected primary roadways in Pinellas County, Florida; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

(

(Miscellaneous)

8. Authorizing the Mayor or his designee to accept \$146,559 from Pinellas County (“County”) as the City’s share of the FY2012 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding of law enforcement initiatives as set out in the County’s grant application, and to execute all documents necessary to effectuate this transaction; and approving a supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grants Trust Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2012 Project (TBD). [MOVED to Reports as E-8]
9. Resolution amending Resolution 2012-471 to amend the list of social service agencies funded and the amount received by such agencies for period October 1, 2012 through September 30, 2013; and authorizing the Mayor or his designee to execute amendments with the agencies receiving additional grant funds.
10. Approving the Minutes of the City Council Meetings of November 1, November 8 and November 19, 2012.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee

Thursday, February 14, 2013, 8:00 a.m., Room 100

Public Services & Infrastructure Committee

Thursday, February 14, 2013, 9:15 a.m., Room 100

CRA/Agenda Review & Administrative Updates

*Thursday, February 14, 2013, 11:00 a.m., Room 100
(Includes review of Bayfront Medical Center Lease)*

City Council Meeting

Thursday, February 14, 2013, 3:00 p.m., Council Chamber

Youth Services Committee

Thursday, February 21, 2013, 8:30 a.m., Room 100

Legislative Affairs & Intergovernmental Relations Committee

Thursday, February 21, 2013, 1:00 p.m., Room 100

CITY OF ST. PETERSBURG
Board and Commission Vacancies



PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. **Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.**
2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in variance application cases, the Applicant bears the burden of proof; in rezoning and Comprehensive Plan land use cases, the Owner bears the burden of proof except in cases initiated by the City Administration, in which event the City Administration bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.
3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
 - a. Presentation by City Administration.
 - b. Presentation by Applicant and/or Appellant. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. The Appellant shall speak before the Applicant. In connection with land use and zoning ordinances where the City is the applicant, the land owner(s) shall be given the time normally reserved for the Applicant/Appellant, unless the land owner is the Appellant.
 - c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing.
4. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.
5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the speaker or of the appropriate representative of the party being cross examined. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
 - a. Cross examination by Opponents.
 - b. Cross examination by City Administration.
 - c. Cross examination by Appellant followed by Applicant, if different.
6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
 - a. Rebuttal by Opponents.
 - b. Rebuttal by City Administration.
 - c. Rebuttal by Appellant followed by the Applicant, if different.

Attached documents for item Bayfront Medical Center Amended and Restated Lease Agreement.
[To be heard at 4:00 p.m.]

DRAFT

CITY OF ST. PETERSBURG

BAYFRONT MEDICAL CENTER

AMENDED AND RESTATED LEASE AGREEMENT

2013

1 Health Management Associates, Inc., a Delaware for profit corporation (“HMA”) have formed a
2 strategic partnership; and

3 **WHEREAS**, BHS and HMA own Joint Venture, a Florida limited liability company that
4 owns 100% of the equity of Tenant in clinical and educational affiliation with Shands; and

5 **WHEREAS**, Tenant is the licensed operator of Bayfront Medical Center (“Hospital”)
6 under the Florida Agency for Health Care Administration (“ACHA”) and shall remain the
7 licensed operator of the Hospital for the Term of this Lease; and

8 **WHEREAS**, Joint Venture is a signatory to this Lease for the limited purposes of
9 acknowledgement of its agreement to be bound by the provisions set forth in paragraphs 7.3,
10 28.4, 31.6, 42 and 54 of this Lease; and

11 **WHEREAS**, Tenant is committed to preserving BMC’s charitable mission by continuing
12 to provide charity care to needy and underserved persons who are unable to pay for all or a
13 portion of their medical costs, as further described herein; and

14 **WHEREAS**, Tenant is committed to providing healthcare services to the public at a level
15 equal to or greater than the services that exist as of the Commencement Date; and

16 **WHEREAS**, Tenant also desires to pursue and fulfill several goals, including (i) growth;
17 (ii) standardization to the industry’s best practices; (iii) access to the human, intellectual and
18 financial resources required to be the area’s best healthcare provider; and (iv) opportunities to
19 save costs across a broader platform (collectively, “Goals”); and

20 **WHEREAS**, the Parties desire to execute an Amended and Restated Lease Agreement
21 consistent with the foregoing recitals and subject to the terms and conditions set forth below.

22 **NOW THEREFORE**, in consideration of the mutual covenants contained herein, the
23 Parties hereto agree as follows:

- 24 1. **RECITALS**. The statements contained in the recitals of fact set forth above (collectively, the
25 “Recitals”) are true and correct and the Recitals are, by this reference, made a part of this
26 Lease.
- 27 2. **EXHIBITS**. The exhibits attached to this Lease are, by this reference, made a part of this
28 Lease.
- 29 3. **AGREEMENT OF LEASE**. City does hereby lease to Tenant and Tenant does hereby lease
30 from City, for the Term, as is hereinafter defined in paragraph 6 of this Lease, and subject to
31 and on the terms and conditions hereinafter expressed, the Premises, as hereinafter defined
32 in paragraph 4 of this Lease.

1 **4. DESCRIPTION OF PREMISES.**

2 4.1. In General. In addition to the real property legally described in the attached **Exhibit "A"**
3 (**"Real Property"**), the Premises leased pursuant to this Lease includes (i) all ingress,
4 egress and approaches thereof and thereto (collectively, **"Accessways"**); (ii) all
5 improvements, including but not limited to buildings (collectively, **"Facilities"**) which
6 are now or which may hereafter be placed on the Real Property, which Facilities
7 currently include hospital buildings (collectively, **"Hospital Facility"**) and a parking
8 garage (**"Parking Facility"**). The Real Property, the Fixtures as defined in paragraph 4.2
9 of this Lease, the Facilities (including the Hospital Facility and the Parking Facility), and
10 the Accessways are hereinafter collectively called the **"Premises"**. The Premises shall at
11 all times be owned by City.

12 4.2. Fixtures. **"Fixtures"** shall mean personalty that has been attached to the Premises in
13 such a way as to be part of the Premises and its removal would damage the Premises or
14 reduce or destroy the efficacy of such personalty. Fixtures, for the purposes of this
15 Lease, shall include but not be limited to heating, ventilation and air conditioning
16 (**"HVAC"**), electrical wiring, IT cabling, plumbing, and fire sprinklers.

17 4.3. Exceptions. The Parties hereby acknowledge that the Premises are leased by Tenant
18 subject to City's rights in and control over all existing rights of way, easements and
19 other encumbrances, and City's existing and future right to install, lay, construct,
20 maintain, repair and operate such sanitary sewers, drains, storm water sewers,
21 pipelines, manholes, connections, water, oil or gas pipelines, and telephone, telegraph
22 and power lines, and such other appliances and appurtenances necessary or convenient
23 to use in connection therewith, over, in, on, through, across and along the Premises, or
24 any part thereof, provided that in taking any such actions City shall attempt to
25 minimize interference with business operations of Tenant on said Premises

26 **5. COMMENCEMENT DATE.** This Lease shall be effective on the date the last one of the
27 Parties executes and delivers this Lease (**"Commencement Date"**).

28 **6. TERM; EXPIRATION DATE; RENEWAL TERMS.**

29 6.1. Term. The initial term (**"Initial Term"**) of this Lease shall start on the Commencement
30 Date, and shall expire on June 30, 2063 (**"Expiration Date"**).

31 6.2. Renewal Terms. Notwithstanding the foregoing:

32 6.2.1. Tenant shall have the option to renew and extend the Initial Term of this Lease for
33 a period of ten (10) years (**"First Renewal Term"**) beginning upon the expiration of
34 the Initial Term, provided Tenant is in compliance with this Lease at the time the
35 notice of the exercise of the option is delivered to City, and further provided that
36 Tenant must exercise this option by delivering notice of exercise of this option to

1 City not more than four (4) years prior to the expiration of the Initial Term and not
2 less three (3) years before expiration of the Initial Term.

3 6.2.2. Provided the option for the First Renewal Term shall have been exercised, Tenant
4 shall have the further option to renew and extend the Term of this Lease for a
5 second renewal term of ten (10) years ("**Second Renewal Term**") beginning upon
6 the expiration of the First Renewal Term, provided Tenant is in compliance with
7 this Lease at the time the notice of the exercise of the option is delivered to City and
8 further provided that Tenant must exercise this option by delivering notice to City
9 not more than four (4) years prior to the expiration of the First Renewal Term and
10 not less than three (3) years prior to the expiration of the First Renewal Term.

11 6.2.3. Any reference in this Lease to the "**Term**" or the "**Term of this Lease**" shall be
12 deemed to include the Initial Term and any renewal term properly exercised by
13 Tenant in accordance with this Lease.

14 7. CONSIDERATION.

15 7.1. Non-monetary Consideration. City hereby acknowledges that a portion of the
16 consideration flowing to it under this Lease is the continued operation of a fully
17 functional licensed acute care hospital, medical and ancillary services capable of being
18 provided by Tenant to City's residents (including but not limited to the provision of
19 charity care pursuant to paragraph 10.2.12), and the provision of optimal medical and
20 health care services to the public. Additionally, Tenant shall be required to continue to
21 invest in and protect and preserve the Premises.

22 7.2. Monetary Consideration.

23 7.2.1. Rent. Basic annual rent is computed at the rate of Ten Dollars (\$10.00).

24 7.2.1.1. Within fifteen (15) days after the Commencement Date, Tenant shall pay to
25 City for the Premises the sum of One Hundred Sixty Dollars (\$160.00) which
26 represents the balance of the basic annual rent due for the Initial Term
27 ("**Remaining Basic Rent**") which shall be sent to City at the address set forth
28 in paragraph 55 of this Lease. It is acknowledged that pursuant to the terms of
29 the 1983 Lease, BMC had previously paid all installments of basic annual rent
30 through and including June 30, 2047 (which had been the expiration date of
31 the 1983 Lease) and on receipt of the Remaining Basic Rent from Tenant, all
32 basic annual rent shall have been paid for the entire Initial Term.

33 7.2.1.2. During any renewal term then in effect, Tenant shall pay to City for the
34 Premises a basic annual rent in the amount of Ten Dollars (\$10.00) per year,
35 due and payable to City in the aggregate amount of One Hundred Dollars
36 (\$100.00) for each renewal term then in effect, prior to the commencement
37 date of any renewal term then in effect, at the address set forth in paragraph
38 55 of this Lease.

1 7.2.2. Additional Rent. All taxes, charges, costs, and expenses that Tenant assumes or
2 agrees to pay or is required to pay, together with all interest and penalties that may
3 accrue thereon in the event of the failure of Tenant to pay those items, and all other
4 damages, costs, expenses, and sums that City may suffer or incur, or that may
5 become due, by reason of any default of Tenant or failure by Tenant to comply
6 with the terms and conditions of this Lease shall be deemed to be “**Additional**
7 **Rent.**”

8 7.2.3. Net Rental. Except as specifically otherwise provided herein, the basic annual rent
9 and any Additional Rent payment due by Tenant under this Lease shall be net
10 rental to City, free from all charges of any kind or description whatsoever imposed
11 on the Premises, or which may hereafter arise during the Term, or be incurred in
12 the upkeep, operation and maintenance of the Premises, or arising out of the use
13 thereof during the Term.

14 7.3. Other Consideration. At the expiration or earlier termination of this Lease, Tenant shall
15 surrender such property and take such actions required by paragraph 28 of this Lease
16 in accordance therewith. It is the intention of the Parties that such surrender and
17 actions by Tenant shall enable City to continue to have a fully functional licensed acute
18 care hospital.

19 8. **COSTS AND EXPENSES**. Except as otherwise expressly provided in this Lease, all costs
20 expenses and obligations of every kind or nature whatsoever relating to the Premises, which
21 may arise or become due during the Term, shall be paid by Tenant.

22 9. **PERMITTED USE**.

23 9.1. On and after the Commencement Date, Tenant shall use and occupy said Premises for
24 the purpose of operating a fully functional licensed acute care hospital and providing
25 optimal medical and health care services to the public pursuant to the AHCA license, or
26 any applicable subsequent governmental healthcare license, including but not limited
27 to providing services pursuant to Tenant’s Charity Care Policy, hereinafter defined in
28 paragraph 10.2.12 of this Lease, using the Premises in such a manner as to continue to
29 invest in and protect and preserve the Premises throughout the Term of this Lease.
30 Additionally, Tenant may use and occupy the Premises for any supporting purposes
31 that are ancillary to or related to the provision of health care in general, including, but
32 not limited to: (i) professional office buildings, health care related education,
33 pharmacies, concessions for the primary purpose of providing services to patients,
34 visitors and employees of the Hospital, and the provision of other products or services
35 in the health care field; and, (ii) operations associated with the Premises including
36 administration and finance services, medical and non-medical staffing, equipment,
37 inventory, furnishings, supplies and renovations. All of the uses set forth in paragraph
38 9 are collectively referred to in this Lease as “**Permitted Use**”.

1 9.2. The Parties recognize that during the Term of this Lease the health care system and the
2 nature of health care, and consequently the Hospital's role in same, may change
3 pursuant to changes in the law, economic forces, technology, and other factors. Tenant
4 may apprise City of any such changes and make recommendations to City as to
5 whether this Lease should be amended to address such changes. The Parties shall
6 negotiate in good faith to attempt to reach mutually acceptable methods to address
7 such changes. Notwithstanding the foregoing, this Lease shall remain unchanged and
8 in full force and effect unless and until this Lease is amended in accordance with
9 paragraph 31.1 of this Lease.

10 **10. REPRESENTATIONS AND WARRANTIES.**

11 10.1. Of City. City hereby represents and warrants that, during the Term:

12 10.1.1. City is the record and equitable owner of the Premises and that, except as set
13 forth elsewhere in this Lease, the Premises are free from encumbrances which
14 restrict City's right and power to execute this Lease.

15 10.1.2. City has the right and power to make this Lease without the consent or
16 agreement of any other person or entity.

17 10.1.3. City shall execute or procure any further or necessary assurances of title that are
18 reasonably required for the protection of Tenant.

19 10.1.4. City shall not construct, own, or operate another hospital in the City of St.
20 Petersburg. Notwithstanding the foregoing, it is understood that (i) City shall
21 continue to have all rights to act in its municipal capacity as the governing body of
22 the City of St. Petersburg, including but not limited to administrative, legislative,
23 quasi-judicial, and proprietary functions, and (ii) City may develop or assist in the
24 development of healthcare facilities, medical services and wellness programs
25 designed to provide healthcare and medical services to City employees, family
26 members of City employees and City retirees.

27 10.2. Of Tenant. Tenant hereby represents and warrants that, during the Term:

28 10.2.1. Tenant shall maintain and operate the Hospital pursuant to the AHCA license or
29 any applicable subsequent governmental healthcare license and provide hospital
30 care for the public through the use of the Facilities located on the Premises and
31 other facilities developed on or off the Premises operating under such license.

32 10.2.2. Tenant shall use reasonable efforts to maintain Tenant's designation of at least a
33 Level II trauma center, or such equivalent designation as may be established by the
34 State of Florida from time to time.

1 10.2.3. Tenant shall provide emergency room facilities twenty four (24) hours per day,
2 every day of the year.

3 10.2.4. Tenant shall provide all FF&E, as hereinafter defined, supplies, and services
4 necessary to maintain and operate the Hospital and own all such FF&E subject only
5 to standard commercial financing or standard commercial leasing.

6 10.2.5. Tenant shall maintain the continued accreditation of the Hospital by the Joint
7 Commission on Accreditation of Hospitals or any other accreditation organizations
8 approved by the Centers for Medicare & Medicaid Services (“CMS”) or its
9 successor agency.

10 10.2.6. Tenant shall operate the Hospital pursuant to the AHCA license or any applicable
11 subsequent governmental healthcare license in such a manner as to provide the
12 residents of City of St. Petersburg with quality health care services consistent with
13 reasonable and prudent industry standards, including but not limited to Title XVIII
14 of the Social Security Act HEALTH INSURANCE FOR THE AGED AND
15 DISABLED (“Medicare”) and Title XIX of the Social Security Act GRANTS TO
16 STATES FOR MEDICAL ASSISTANCE PROGRAMS (“Medicaid”).

17 10.2.7. Tenant shall operate the Hospital without regard to race, creed, color, sex,
18 national origin, sexual orientation, handicap, or age.

19 10.2.8. Tenant shall operate the Hospital pursuant to the AHCA license or any applicable
20 subsequent governmental healthcare license as a secular hospital and ensure that
21 all Permitted Uses are conducted in a secular manner (whether conducted by
22 Tenant or any sublessee, assignee or any other party). Tenant acknowledges and
23 agrees that no religious organization or denomination shall have the right or
24 power, by contract or otherwise, to impose controls or direct the policies,
25 procedures, administration, services or personnel of the Hospital or otherwise
26 related to use of the Premises or the provision of services provided therein.

27 10.2.9. Tenant shall provide emergency medical services of reasonable scope to the
28 residents of City, regardless of their ability to pay.

29 10.2.10. Tenant shall maintain a Board of Trustees (“Board”) of not less than twelve (12)
30 members. Sixty percent (60%) of the Board members shall be legal residents of the
31 City of St. Petersburg. The remaining forty percent (40%) of said Board members
32 and ex officio members of the Board, including but not limited to the Chief of
33 Tenant’s Medical Staff and the President (or the chief executive officer) of Tenant,
34 shall not be required to be legal residents of the City of St. Petersburg.
35 Notwithstanding any provision herein, no more than fifty percent (50%) of the
36 members of the Board shall be engaged in the practice of medicine.

1 10.2.11. Tenant shall provide a current and accurate roster to City, without demand or
2 notice, of the name and contact information, including residency, of the members
3 of the Board. Tenant also shall promptly provide City with an updated roster
4 whenever there is a change in the membership of the Board or a change in the
5 contact information or residency of a Board member.

6 10.2.12. Tenant shall comply with the Charity Care Policy set forth in **Exhibit "B"**
7 attached hereto and made a part of this Lease ("**Charity Care Policy**"), including
8 but not limited to maintaining charity care consistent with the Charity Care Policy.
9 Tenant shall not modify the Charity Care Policy except pursuant to an amendment
10 to this Lease made in accordance with paragraphs 31.1 and 46 of this Lease;
11 provided, however, that if Tenant is required to modify the Charity Care Policy to
12 comply with applicable Laws within a period of time that does not allow Tenant to
13 obtain an amendment to this Lease made in accordance with paragraphs 31.1 and
14 46 of this Lease prior to such modification (which shall not in and of itself
15 constitute a default of this Lease), Tenant shall so notify City and the Parties shall
16 address the effect of the modification of the Charity Care Policy in accordance with
17 paragraph 9.2 of this Lease, including but not limited to negotiating in good faith to
18 determine the amount and nature of replacement consideration if necessary.
19 Notwithstanding the foregoing but subject to paragraph 25.3, City shall have the
20 right to terminate this Lease in the event any modification to the Charity Care
21 Policy has the effect of reducing the eligibility threshold for charity care below the
22 eligibility threshold for charity care as of the Commencement Date (200% of the
23 federal poverty level). City shall cooperate with Tenant in participating in any
24 state or federal programs designed to increase access for the poor, except that City
25 shall be under no obligation to expend any public funds in so doing.

26 10.3. Conflict of Interest. Tenant shall comply with its Conflict of Interest Policy set forth in
27 **Exhibit "C"** hereto and made a part of this Lease ("**Conflict of Interest Policy**"). Tenant
28 shall not amend the Conflict of Interest Policy except pursuant to an amendment to this
29 Lease made in accordance with paragraphs 31.1 and 46 of this Lease.

30 11. REPAIRS; ALTERATIONS; MAINTENANCE.

31 11.1. Repairs. Tenant shall, during the Term:

32 11.1.1. Promptly make all repairs and perform all maintenance in and to the Premises
33 that are necessary in order to keep the Premises in good order and repair and in a
34 safe, dry, tenantable and sanitary condition; and

35 11.1.2. Keep all sidewalks, curbs, entrances, passageways, parking areas and all other
36 portions of the Premises in a clean, orderly, and sanitary condition.

1 11.2. Alteration. In addition to the maintenance and repairs required to be made pursuant to
2 paragraph 11.1 of this Lease, Tenant may, at its sole cost and expense, make any
3 additions, alterations, installations, improvements, or decorations in or to the Premises
4 (collectively, "**Alterations**"). Alterations shall be performed in a good and workmanlike
5 manner in accordance with the terms and conditions of this Lease and all applicable
6 Laws (hereinafter defined) and insurance requirements.

7 11.3. No Liens. Tenant shall not subject the Premises to construction, mechanic's or
8 materialman liens, or any other type of lien. The existence of any such lien, which lien is
9 not discharged by Tenant, or bonded off within thirty (30) days of the receipt of notice
10 by Tenant of such lien, shall be a default of this Lease. Notice is hereby given that no
11 contractor, subcontractor or any other person who may furnish any material, service or
12 labor for any building, improvement, alteration, repairs or any part thereof, or for the
13 destruction or removal of any building or structure, shall at any time be or become
14 entitled to any lien on or against the Premises. **ALL PERSONS PERFORMING WORK,**
15 **LABOR, OR SUPPLYING MATERIALS ON OR IN THE PREMISES, SHALL LOOK**
16 **SOLELY TO THE INTEREST OF TENANT AND NOT TO THAT OF CITY FOR**
17 **AMOUNTS OWED.** All contracts for work on the Premises performed on behalf of
18 Tenant must contain an acknowledgement by contractor that contractor shall look to
19 the Tenant's interest or to any bond required pursuant to Florida Statutes 255.05, or
20 successor laws, as proper recourse for the construction claims and not by filing a lien
21 against the Premises. Before the recording of a notice of commencement for
22 improvements on or to the Premises, Tenant shall post a notice at the site of the relevant
23 work setting forth, at a minimum, the contents of this paragraph 11.3.

24 11.4. Florida Statutes Section 255.05. All contracts for improvements to the Premises shall
25 provide for a payment and performance bond in accordance with Florida Statutes
26 Section 255.05, BOND OF CONTRACTOR CONSTRUCTING PUBLIC BUILDINGS;
27 FORM; ACTION BY CLAIMANTS or successor laws.

28 **12. CITY'S INSPECTION RIGHTS TO PREMISES; REQUESTS FOR BOOKS AND**
29 **RECORDS; FINANCIAL REPORTING; GOVERNMENTAL NOTICES.**

30 12.1. As to Premises. City shall have access to the Premises in company with an agent of
31 Tenant at any and all reasonable times for the purpose of inspecting the Premises or to
32 carry out any of City's rights described in this Lease or to otherwise determine Tenant's
33 compliance with this Lease, subject to the security requirements of Tenant.

34 12.2. Records Request. City shall have the right to provide Tenant a notice ("**Records**
35 **Request Notice**") requesting records, documents or other materials (collectively,
36 "**Records**") to demonstrate Tenant's compliance with specific provision(s) of this Lease.
37 Following City's delivery of a Records Request Notice, Tenant shall promptly provide
38 City with such records, documents or other materials in its possession that are
39 reasonably necessary to demonstrate its compliance with the specified Lease

1 provision(s), except those Records that are confidential under applicable Laws,
2 including but not limited to trade secrets, or attorney client work product. Tenant shall
3 provide City access to such records, documents or other materials at the Premises or
4 any other mutually acceptable location within the City of St. Petersburg. Such access
5 shall be granted during normal business hours and on such dates and at such times as
6 may be agreed to by Tenant and City. City agrees that if it reviews any records,
7 documents or other materials provided by Tenant under this paragraph 12.2 at the
8 Premises, City shall not unreasonably interfere with Tenant's operations.

9 12.3. Financial Reporting. Within one hundred eighty (180) days of the close of Tenant's
10 fiscal year, Tenant shall provide City with a copy of the financial information related to
11 the Hospital that was included in Tenant's and its affiliates' annual report submitted to
12 the AHCA, or any successor agency.

13 12.4. Annual Oral Report. Within ninety (90) days of the close of Tenant's fiscal year, Tenant
14 shall provide an annual oral report to the City of St. Petersburg City Council ("**City
15 Council**") regarding the state of the Hospital and Tenant's ongoing pursuit of its Goals,
16 including but not limited to Tenant's compliance with the Charity Care Policy, the then
17 current levels of Medicare and Medicaid patients, Tenant's accreditation status,
18 quantification of its health education, Tenant's relationship with its partners, significant
19 Hospital and healthcare improvements, future plans, and other information requested
20 by City Council or the Mayor.

21 12.5. Governmental Notices. Tenant shall promptly provide City with copies of any notice
22 from any local or state government or authority or federal government or authority of
23 the United States of America, if such notice: (i) threatens or demands revocation or
24 suspension of Tenant's license to operate the Hospital; (ii) threatens or demands
25 exclusion of Tenant from the Medicare or Medicaid programs, or other governmental
26 healthcare programs; (iii) threatens to or imposes a financial penalty where the outcome
27 of such could result in a monetary loss in excess of \$1,000,000, or (iv) advises Tenant of
28 the commencement of an investigation of Tenant where the outcome of such could
29 result in a monetary loss in excess of \$1,000,000.

30 13. **FURNITURE, TRADE FIXTURES AND EQUIPMENT**. Throughout the Term, all
31 Furniture, Trade Fixtures and Equipment (as defined below) shall be assets of Tenant
32 subject to the terms and conditions of this Lease. Furniture, Trade Fixtures and Equipment
33 (as defined below) are collectively referred to herein as "FF&E".

34 13.1. "**Trade Fixture**" shall mean movable personalty (not including Fixtures) which is in, at,
35 on or attached to the Premises or Ancillary Real Estate, as hereinafter defined, and
36 which is used in connection with the Permitted Use. Trade Fixtures shall be owned or
37 leased by the Tenant.

1 13.2. **“Furniture”** shall mean furniture (not including Fixtures) placed or installed in, at, or
2 on the Premises or Ancillary Real Estate, as hereinafter defined, and used in connection
3 with the Permitted Use. Furniture shall be owned or leased by the Tenant.

4 13.3. **“Equipment”** shall mean equipment (not including Fixtures) placed or installed in, at,
5 or on the Premises or Ancillary Real Estate, as hereinafter defined, and used in
6 connection with the Permitted Use, including, but not limited to, any apparatus,
7 paraphernalia, or accoutrement, used for a specific purpose by Tenant in carrying out
8 the Permitted Use (e.g., medical equipment such as CT Scanners, MRI and X-ray
9 machines). Equipment shall be owned or leased by the Tenant.

10 13.4. Notwithstanding the foregoing, FF&E shall not include any computer software
11 licensed or owned by HMA or Tenant or their respective affiliates and used in
12 connection with the Permitted Use or otherwise (**“Tenant Software”**), except to the
13 extent that such Tenant Software may be related to the physical hospital plant (e.g.
14 HVAC, electrical, elevator and security systems).

15 14. **INDEBTEDNESS.** It is the intention of the Parties that at the expiration or earlier
16 termination of this Lease, a fully functional licensed acute care hospital, free and clear of all
17 liens and encumbrances except as set forth in this Lease, be surrendered to City in
18 accordance with the provisions of paragraph 28 of this Lease.

19 14.1. In General. Subject to the terms and conditions of this paragraph 14, Tenant and its
20 permitted successors or assigns shall have the right through any financing technique to
21 borrow and incur indebtedness and pledge Tenant’s leasehold interest in this Lease
22 (**“Tenant’s Leasehold Interest”**) as collateral to secure any such financing. In no event
23 shall any such financing (or any pledge of Tenant’s Leasehold Interest as collateral to
24 secure any such financing) have a term which extends beyond the Term of this Lease.

25 14.2. FF&E. No financing or encumbrance of FF&E, except standard commercial leasing,
26 shall extend beyond the Term of this Lease.

27 14.3. Subordination of Tenant’s Financing; No Subordination of City’s Fee Interest or this
28 Lease. City and Tenant expressly agree that any financing obtained by Tenant which
29 involves any pledge of Tenant’s Leasehold Interest to collateralize same, together with
30 any and all modifications, amendments, renewals and extensions thereof, are, shall be
31 and shall remain in all respects subject and subordinate to City’s fee ownership interest
32 of the Premises. At no time shall City’s fee title in the Premises or City’s interest in this
33 Lease be subordinated in any manner to any financing obtained by Tenant or to the
34 interests of any leasehold mortgagee or any other lienholder of Tenant or any person
35 claiming by or through Tenant (any such party is hereinafter called **“Tenant’s Lender”**).

1 14.4. Notice of Tenant's Lender. Tenant shall provide City with notice of the name and
2 address of Tenant's Lender promptly following Tenant's consummation of any
3 financing arrangement with Tenant's Lender.

4 14.5. Notices of Default; Opportunities to Cure. Provided City has received the notice
5 required by paragraph 14.4 of this Lease, City covenants and agrees to give to any
6 Tenant's Lender at the latest address provided by Tenant, at the same time as and
7 whenever City shall deliver to Tenant, a copy of any notice of default by Tenant in
8 accordance with paragraph 25.2 of this Lease. No such notice to Tenant shall be deemed
9 to have been duly given by City unless and until a copy of such notice has also been
10 given to Tenant's Lender. Tenant's Lender shall have the right, but not the obligation,
11 within the time period allowed to Tenant, to remedy or cause to be remedied such
12 default in accordance with this Lease and City shall accept performance by Tenant's
13 Lender in accordance with this Lease as if the same had been performed by Tenant. No
14 default by Tenant in performing work required to be performed, acts to be done or
15 conditions to be remedied shall be deemed to exist if Tenant's Lender has cured the
16 default in accordance with the cure provisions under paragraph 25.2 of this Lease.
17 Tenant hereby constitutes and appoints Tenant's Lender as its agent in Tenant's name,
18 place and stead, to enter on the Premises and make any repairs thereto, maintain the
19 same, remove any violations of law or to otherwise perform all of the terms, covenants
20 and conditions required by the terms of this Lease and any financing documents
21 executed and delivered by Tenant to Tenant's Lender.

22 14.6. Limitations. Tenant's right to secure indebtedness by granting a security interest in
23 Tenant's Leasehold Interest or pledging the revenues generated by all or a portion of
24 the Premises is subject to the following limitations:

25 14.6.1. The proceeds from any indebtedness which is secured by a security interest in
26 Tenant's Leasehold Interest or a pledge of revenues generated by all or a portion of
27 the Premises shall only be utilized for any purpose which is necessary or
28 convenient to the provision of health care or health care related services in St.
29 Petersburg, whether to the public, other institutions (including other corporations,
30 partnerships, or individuals) or medical professionals. Such purposes shall include,
31 but not be limited to, acquisition or construction of improvements to the Hospital
32 Facility, parking improvements, professional offices, medical laboratories,
33 pharmacies or any other ancillary improvements (collectively, "**Financed
34 Improvements**"), including the costs of indebtedness as well as any reasonably
35 required reserve funds. All Financed Improvements shall be located on the
36 Premises.

37 14.6.2. Nothing contained in this Lease shall be construed as a subordination of City's
38 fee interest in the Premises or its reversionary interest pursuant to this Lease, and
39 Tenant shall not take any action to encumber such fee interest.

1 14.7. City Use of Premises as Collateral. During the Term, City shall not have the right to use
2 the Premises as collateral for any debt financing.

3 15. **TAXES; ASSESSMENTS; LICENSE FEES.** Tenant shall pay when and as due and before
4 delinquency:

5 15.1. Any and all taxes (including but not limited to ad valorem taxes and sales taxes),
6 stormwater fees, and assessments levied, assessed or imposed:

7 15.1.1. Upon Tenant's business conducted on the Premises;

8 15.1.2. Upon any of the FF&E; and

9 15.1.3. Upon the Premises itself, provided, however, that in the last year of the Term, any
10 taxes shall be prorated based on the then current tax assessment.

11 15.2. Tenant shall deliver to City copies of the receipts that show payment of ad valorem
12 taxes and personal property taxes.

13 15.3. All license fees, permit fees, and charges of a similar nature for the conduct of Tenant's
14 business on the Premises or otherwise imposed under applicable Laws (hereinafter
15 defined).

16 16. **UTILITIES.** Tenant shall contract in its own name for utilities, including, but not limited to,
17 electricity, water, sewer, removal and disposal of trash/garbage, reclaimed water and refuse
18 service, telephone, internet service, and cable/satellite television/communication if any,
19 associated with its use of the Premises.

20 17. **ENVIRONMENTAL.**

21 17.1. Definitions. For purposes of this Lease, the following words and phrases shall have
22 the following meaning except where the text clearly indicates a contrary intention:

23 17.1.1. "**Environment**" shall mean soil, surface waters, groundwater, land, and
24 sediments, surface or subsurface strata, and ambient air.

25 17.1.2. "**Environmental Laws**" shall mean the Resource Conservation and Recovery Act
26 of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("RCRA"); the Comprehensive
27 Environmental Response Compensation and Liability Act of 1980, 42 U.S.C.
28 Sections 9601, et seq., as amended (original act known as "CERCLA" or
29 "Superfund", the amendments are known as "SARA"); the HSWA amendments to
30 RCRA regulating Underground Storage Tanks ("UST's"), 42 U.S.C. Sections 6991(I),
31 as amended; the Clean Air Act of 1963 42 U.S.C. Sections 7401, et seq., as amended
32 ("Clean Air Act"); the Federal Water Pollution Control Act of 1977 and 1987, 33
33 U.S.C. Sections 1251, et seq., as amended ("Clean Water Act"); the Toxic Substances

1 Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended ("TSCA"); the
2 Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as
3 amended ("HMTA"); the Occupational Safety and Health Act, as amended
4 ("OSHA"), 29 U.S.C. Section 655 and Section 657; the Florida Resource Recovery
5 and Management Act, Section 403.701, et seq., Florida Statutes; the Pollutant Spill
6 Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida
7 Statutes, and Chapters 376 and 403, Florida Statutes; and any regulation, rule or
8 ordinance implementing or promulgating the preceding federal and state statutes
9 as well as any future federal, state or local law whose purpose is to protect the
10 Environment, together, in each case, with any amendments thereto.

11 17.1.3. "**Hazardous Material**" shall mean (i) those substances included within the
12 definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance",
13 or "Solid Waste" in any Environmental Laws; (ii) those substances listed in the
14 United States Department of Transportation Table (49 CFR 172.101 and
15 amendments thereto) or by the Environmental Protection Agency (or any successor
16 agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii)
17 any materials, waste, or substance which is (a) petroleum, petroleum by products,
18 residuals of petroleum and petroleum degradation byproducts; (b) asbestos; (c)
19 polychlorinated biphenyls; (d) flammable explosives; or (e) radioactive materials;
20 and (iv) such other substances, materials, and wastes which are or become
21 regulated or controlled under any Environmental Laws.

22 17.1.4. "**Release**" shall mean any releasing, spilling, leaking, pumping, pouring,
23 emitting, emptying, discharging, injecting, escaping, leaching, disposing, or
24 dumping into the Environment (including the abandonment or discarding of
25 barrels, containers, and other closed receptacles containing any Hazardous
26 Material).

27 17.2. Tenant Obligation. Tenant shall not use, store, generate, transport, dispose, nor cause
28 the Release of, any Hazardous Material in, on or from the Premises, including but not
29 limited to into the ambient air environment or any ditch, stream, conduit, storm sewer
30 or sanitary sewer connected to the Premises or located thereon or knowingly permit
31 any person to engage in such activities in or on the Premises except as used or handled
32 in the operation of Tenant's businesses and in compliance with Environmental Laws
33 and the National Fire Protection Association ("**NFPA**") Code and local fire codes as
34 they may be amended from time to time. For purposes of removal and disposal of any
35 such Hazardous Materials, Tenant shall take all steps necessary to insure that City is
36 not named as the owner, operator or generator, and to the extent required by
37 Environmental Laws, Tenant shall obtain a waste generator identification number, and
38 shall execute all permit applications, manifests, waste characterization and similar
39 documents and any other required forms.

1 17.3. City Notification. Tenant shall promptly notify City of: (i) any investigation or cleanup
2 taken, demanded or threatened by any governmental or regulatory authority with
3 respect to the Release of any Hazardous Material in or on the Premises or the migration
4 thereof from or to other property, (ii) any demands or claims made or threatened by
5 any party relating to any loss or injury resulting from any Hazardous Material in, on or
6 from the Premises, and (iii) any matters where City is required by Environmental Laws
7 to give a notice to any governmental or regulatory authority respecting any Hazardous
8 Material in, on or from the Premises.

9 17.4. Clean up and Remediation. If any Hazardous Material is Released in, on or from the
10 Premises by Tenant or any other occupant of the Premises whose occupancy arises by
11 or through Tenant or its predecessors under the Former Lease or the 1983 Lease in
12 violation of Environmental Laws, Tenant shall timely notify City and immediately,
13 properly and in compliance with Environmental Laws, clean up and remove the
14 Hazardous Material from the Premises and any other affected property. Such cleanup
15 and removal shall be at Tenant's sole expense.

16 17.5. Environmental Access. Tenant shall allow authorized state and federal environmental
17 personnel, as required by applicable Laws, and City's authorized representatives at a
18 reasonable time and with reasonable notice, access to the Premises for the following
19 purposes:

20 17.5.1. Conducting an environmental audit or other inspections of the Premises.

21 17.5.2. Reviewing and copying of any records that must be kept under any
22 environmental permit.

23 17.5.3. Viewing the facility, equipment, practices, or operations regulated or required
24 under such permit.

25 17.5.4. Sampling or monitoring any substances or parameters at any location subject to
26 any environmental permit or Environmental Laws.

27 17.6. No Limitation. Nothing in this Lease shall be interpreted as limiting City's ability to
28 seek contribution from any potential responsible parties for any environmental
29 violation.

30 **18. INSURANCE.**

31 18.1. Tenant Responsibility; Coverages and Limits. Tenant shall obtain and maintain in
32 effect at all times during the Term:

33 18.1.1. Tenant's Property Insurance. Property Insurance covering the Premises
34 (including but not limited to all Facilities and Fixtures), all FF&E, and all other
35 property owned, leased, held or possessed by Tenant and contained in the

1 Premises under an "All Risks of Physical Loss" policy in an amount equal to the
2 full replacement cost thereof ("**Replacement Cost Value**"). For the purposes of this
3 Lease, Replacement Cost Value shall be determined by an appraisal performed by
4 an appropriately licensed or certified real estate appraiser, or insurance appraiser,
5 retained by Tenant. City reserves the right to have an additional appraisal
6 performed by another appropriately licensed or certified real estate appraiser or
7 insurance appraiser. If the appraisal conducted at the direction of City determines
8 a higher Replacement Cost Value than Tenant's appraisal, such higher
9 Replacement Cost Value shall be used for purposes of determining the insurance
10 required by paragraph 18.1 of this Lease. In addition to the foregoing, flood
11 insurance and "Named Storm" coverage shall be carried by Tenant in amounts that
12 are available in the marketplace at a commercially reasonable cost.

13 18.1.2. Boiler and Machinery Insurance. Boiler and Machinery insurance providing
14 coverage of pressure vessels, auxiliary piping, pumps and compressors,
15 refrigeration systems, transformers and miscellaneous electrical apparatus on the
16 Premises which present significant potential for loss, in an amount equal to the full
17 replacement cost thereof.

18 18.1.3. Commercial General Liability Policy. Commercial General Liability Policy
19 protecting City against all claims or demands that may arise or be claimed on
20 account of Tenant's use of the Premises in an amount of at least \$10,000,000 per
21 occurrence.

22 18.1.4. Professional Liability. Professional Liability with a minimum policy limit of
23 \$15,000,000.

24 18.1.5. Workers' Compensation and Employers Liability Insurance. Workers'
25 Compensation Insurance in compliance with the laws of the State of Florida.
26 Employers Liability coverage with minimum limits of \$100,000 each accident,
27 \$100,000 each employee and \$500,000 policy limit for disease.

28 18.1.6. Commercial Automobile Liability. Commercial Automobile Liability Insurance
29 with a minimum policy limit of \$5,000,000 combined single limit.

30 18.1.7. General Aviation Liability. General Aviation Liability Insurance with a minimum
31 policy limit of \$5,000,000.

32 18.1.8. Environmental Liability Insurance. Environmental Liability Insurance with a
33 minimum policy limit of \$5,000,000.

34 18.2. Insurance Requirements. All insurance policies herein required to be procured by
35 Tenant shall:

1 18.2.1. Be effected under enforceable policies issued by insurers licensed to do business
2 in the State of Florida and be rated A-minus ("A-") or better by a rating agency
3 such as A.M. Best or its equivalent. All policies, except Workers' Compensation
4 and Professional Liability policies, shall name City as additional insured, be in
5 occurrence form (except for Professional Liability and Environmental Liability
6 Insurance, which are written on a claims made basis and shall provide a retroactive
7 date to the Commencement Date and an extended reporting period of ninety (90)
8 days), provide contractual liability covering the liability assumed in this Lease and
9 shall not exclude any activity that would normally be associated with uses of the
10 Premises permitted herein without prior Approval. All references to Approval
11 shall be deemed to be Approval as defined in paragraph 43 of this Lease, which
12 Approval shall be granted or withheld in City's sole discretion. Notwithstanding
13 the foregoing, it is understood and agreed that Tenant currently issues some of its
14 insurance coverage through a captive insurance program and as to any such
15 insurance issued by the captive insurance company such captive is not licensed to
16 do business in the State of Florida and is not rated by any agency such as A.M. Best
17 or its equivalent. To the extent that such captive insurance company reinsures any
18 risks, the re-insurers shall be licensed to do business in the State of Florida and be
19 rated A-minus ("A-") or better by a rating agency such as A.M. Best or its
20 equivalent.

21 18.2.2. Contain a provision whereby the insurance companies shall endeavor to provide
22 City with at least thirty (30) days notice prior to cancellation, which notice shall be
23 sent to City at the address set forth in paragraph 55 of this Lease.

24 18.3. Insurance Certificates. With respect to each and every one of the insurance policies
25 herein required to be procured by Tenant, on or before the Commencement Date of this
26 Lease and before any such insurance policy expires, Tenant shall deliver to City
27 certificates of insurance for each such policy or renewal thereof, as the case may be,
28 together with evidence of payment of the premium as may be required to obtain and
29 maintain the coverage required hereunder. Tenant shall notify City promptly if Tenant
30 receives notification of cancellation of any insurance policy, which notice shall be sent
31 to City at the address set forth in paragraph 55 of this Lease.

32 18.4. Tenant's Failure to Deliver. Unless Tenant self-insures as contemplated herein, if
33 Tenant fails promptly to furnish any insurance coverage herein required to be procured
34 by Tenant, City, at its sole option, after ten (10) days notice to Tenant of such failure,
35 has the right to obtain the same on Tenant's behalf and to pay the premium therefore
36 for a period not exceeding one (1) year in each instance; and the premium so paid by
37 City shall be immediately payable by Tenant to City as Additional Rent hereunder
38 pursuant to paragraph 7.2.2 of this Lease.

39 18.5. Self-Insurance Requirements; Captive Insurance. It is agreed that Tenant shall be in
40 compliance with the terms of this paragraph 18 so long as the total limits of insurance

1 herein required are provided, regardless of the allocation of such limits among
2 underlying or excess policies. In addition, Tenant shall be in compliance with the terms
3 of this paragraph 18.5 should it, in its discretion, choose to self-insure all or any portion
4 of the risks described herein provided that: (a) Tenant complies with all aspects of
5 Florida law regardless of such self-insurance; (b) the financial information to be
6 provided to City on an annual basis pursuant to the terms of paragraph 12.3 of this
7 Lease demonstrates a cumulative net worth of One Hundred Million Dollars
8 (\$100,000,000.00) on the part of Tenant or its related entities; and (c) Tenant's
9 indemnification obligations contained herein in paragraph 22.1 of this Lease are
10 specifically deemed to provide City, for the benefit of City, with the same protection as
11 being an additional insured under the insurance policies as described above. The net
12 worth must also show sufficient cash liquidity to provide for a self insurance program.
13 Notwithstanding anything contained in this paragraph 18 to the contrary, Tenant may,
14 with Approval, adopt alternative risk management and/or insurance programs in lieu
15 of providing the insurance policies specified herein, such programs providing Tenant
16 with the right to self-insure without limit in whole or in part, to participate in programs
17 of captive insurance companies, to participate with other health care institutions in
18 mutual or other cooperative insurance or other risk management programs, to
19 participate in State or Federal insurance programs, to take advantage of State or Federal
20 laws now or hereafter in existence limiting medical and malpractice liability, or to
21 establish other alternative risk management programs. Provided that if City fails to
22 make written objection to Tenant within sixty (60) days of Tenant's written submission
23 of a request for approval of such alternative, City shall be deemed to have approved the
24 request. Provided further that if City does make such objection, Tenant shall have an
25 opportunity to present evidence to City which demonstrates the substantial equivalence
26 of the requested alternative and after submission of such evidence, City shall not
27 unreasonably withhold its Approval.

28 18.6. Excess Coverage. Notwithstanding anything contained in this Lease to the contrary,
29 Tenant, at its sole option, shall have the right to obtain insurance coverage in excess of
30 the amounts or types set forth in this Lease.

31 18.7. City's Right to Review Funding Structure and Financial Conditions. City shall have the
32 right at any time upon reasonable notice and with cooperation of Tenant required
33 therein, to review the funding structure and financial condition of any risk management
34 program, self insurance program, captive insurance program or other insurance and,
35 upon ninety (90) days notice to Tenant, require Tenant to obtain other insurance or risk
36 management programs should City reasonably determine that the funding structure or
37 financial condition of any such insurance company or program is insufficient to insure
38 against the risks outlined in paragraph 18 of this Lease, in the amount set forth herein.

39 18.8. Changes to Insurance Requirements. Annually during the Term of this Lease, City
40 reserves the right to change the insurance requirements set forth in this paragraph 18.
41 Any such changes must be: (a) negotiated in good faith with Tenant; and (b) for types

1 and amounts of insurance coverages that are available in the marketplace for a
2 commercially reasonable cost. Any changes made to these insurance provisions shall be
3 memorialized in a letter agreement or an amendment to this Lease executed by both
4 Parties.

5 **19. DAMAGE; DESTRUCTION; RESTORATION.**

6 19.1. Minor Event. If a fire or other casualty causes damage to any portion of the Premises,
7 the repair or restoration of which is estimated at two percent (2%) or less of the
8 estimated Replacement Cost Value of the Premises, as established for casualty
9 insurance purposes pursuant to paragraph 18.1.1 of this Lease, Tenant shall apply any
10 insurance proceeds resulting from claims for such losses to repair such damage and
11 may use any excess for any lawful purpose.

12 19.2. Major Event.

13 19.2.1. If the damage is in excess of two percent (2%) of said estimated Replacement Cost
14 Value but hospital services are substantially equivalent to those being provided on
15 the Commencement Date, Tenant within one hundred eighty (180) days after the
16 occurrence of such damage shall notify City of its decision as to whether or not
17 Tenant shall rebuild or restore the damaged portion of the Premises. If Tenant
18 decides to rebuild or restore the damaged portion of the Premises, Tenant shall
19 proceed promptly to rebuild or restore the Premises with such changes, alterations
20 and modifications (including the substitution and addition of other property) as
21 may be desired by Tenant, and shall not impair the character or significance of any
22 portion of the Premises so damaged or destroyed; and City shall cooperate with
23 Tenant to provide for the application of so much of the insurance proceeds as may
24 be necessary to pay the cost of such rebuilding or restoration. Any insurance
25 proceeds remaining after such rebuilding or restoration shall be turned over to or
26 retained by City.

27 19.2.2. In the event damage to the Premises is in excess of two percent (2%) of said
28 estimated Replacement Cost Value and is so extensive that hospital services are no
29 longer substantially equivalent to those being provided on the Commencement
30 Date, then Tenant shall proceed expeditiously to commence to rebuild, restore, or
31 replace the Premises ("**Commence Construction**") and Tenant shall thereafter
32 diligently complete same. Should Tenant fail to Commence Construction within a
33 reasonable length of time from the date of receipt by Tenant of insurance proceeds,
34 City may terminate this Lease and all insurance proceeds shall be turned over to or
35 retained by City. If after Commencement of Construction, City determines that
36 Tenant is not proceeding as expeditiously as is reasonable in rebuilding, restoring
37 or replacing the Premises, City shall provide Tenant with notice of such failure and
38 shall give Tenant one hundred eighty (180) days from the date of City's delivery of
39 such notice to cure such failure and if Tenant fails thereafter to cure such failure,

1 City may terminate this Lease and all insurance proceeds shall be turned over to or
2 retained by City.

3 19.3. No Restoration. If Tenant elects not to rebuild or restore the portion of the Premises
4 damaged or destroyed pursuant to paragraph 19.2.1 of this Lease, or if Tenant is
5 prevented from doing so because of its inability to obtain any required approvals from
6 State, Federal or other governmental authorities having jurisdiction over the Premises,
7 this Lease shall terminate and all insurance proceeds shall be turned over to or retained
8 by City.

9 20. **FORCE MAJEURE**. In the event that either party hereto shall be delayed or hindered in or
10 prevented from the performance required hereunder by reason of strike, lockout, material
11 shortage, power failure, epidemic, riot, insurrection, war, hostility, terrorism, act of God,
12 hurricane, storm, flood, tornado, fire, explosion, natural disaster, or other reason of like
13 nature not the fault of the party delayed in performing work or doing acts ("**Permitted
14 Delay**"), such party shall be excused for the period of time equivalent to the delay caused by
15 such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted
16 Delay shall be conditioned upon the party seeking an extension of time delivering notice of
17 such Permitted Delay to the other party within thirty (30) days of the event causing the
18 Permitted Delay (or within a reasonable time if the Permitted Delay makes it impractical to
19 give notice within that time period).

20 **21. CONDEMNATION.**

21 21.1. Condemnation. If during the Term, the whole of the Premises are condemned or taken
22 in any manner for public use, or if a portion of the Premises are condemned or taken in
23 any manner or degree to an extent that the Premises are not suitable, as determined by
24 Tenant in its reasonable discretion, for the Permitted Use, then in either event Tenant or
25 City may elect to terminate this Lease as of the date of the vesting of title in the
26 condemning authority. As used in this paragraph, a condemnation or taking includes a
27 deed given or transfer made in lieu thereof.

28 21.2. Award. City shall be entitled to that portion of any condemnation award attributable
29 to City's interests in the Premises. Tenant shall be entitled to that portion of any
30 condemnation award attributable to the loss of Tenant's Leasehold Interest in the
31 Premises, its operating losses and its relocation costs.

32 **22. INDEMNIFICATION AND DISCLAIMERS.**

33 22.1. Tenant Indemnification. Tenant shall defend at its expense, pay on behalf of, hold
34 harmless and indemnify City, its officers, employees, agents, invitees, elected and
35 appointed officials and volunteers (collectively, "**Indemnified Parties**") from and
36 against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments,
37 losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including

1 but not limited to costs, expenses and reasonable attorneys' fees at trial and on appeal
2 and Claims for damage to property or bodily or personal injuries, including death at
3 any time resulting therefrom, sustained by any person or persons, which damage or
4 injuries are alleged or claimed to have arisen out of or in connection with, in whole or in
5 part, directly or indirectly:

6 22.1.1. Occupancy or Use. The occupancy or use of the Premises by Tenant or person(s)
7 or entities (other than City employees) occupying or using the Premises through
8 Tenant, including but not limited to Tenant's employees, agents, representatives,
9 sublessees, contractors, subcontractors and volunteers; or

10 22.1.2. Performance of and Failure to Comply with this Lease. The performance of or
11 failure to comply with this Lease (including amendments thereto) by Tenant, its
12 employees, agents, representatives, sublessees, contractors, subcontractors or
13 volunteers; or

14 22.1.3. Compliance and Conformity. The failure of Tenant, its employees, agents,
15 representatives, sublessees, contractors, subcontractors or volunteers to comply
16 and conform with any applicable Laws as hereinafter defined in paragraph 49 of
17 this Lease; or

18 22.1.4. Negligent, Reckless, or Intentional Act or Omission. Any negligent, reckless or
19 intentional act or omission of Tenant, its employees, agents, representatives,
20 sublessees, contractors, subcontractors or volunteers; or

21 22.1.5. City's Ownership. City's ownership of the Premises (to the extent the Claim is
22 based upon premises liability).

23 22.2. Tenants' Personal Property. Tenant shall store its personal property appropriately and
24 shall occupy the Premises at its own risk.

25 22.3. Tenant's Waiver. Except for Claims caused by City's negligence and subject to
26 paragraph 22.7 of this Lease, Tenant waives all claims against City for injury or death to
27 persons and damage to or destruction of property or any other interest of Tenant
28 sustained by Tenant, or any party claiming through Tenant, including but not limited to
29 claims arising from: (i) any occurrence in, on or from the Premises; (ii) negligence in the
30 occupancy, construction, operation or use of any of the Premises by Tenant or through
31 the Tenant including but not limited its employees, agents, representatives, sublessees,
32 contractors, subcontractors or volunteers; (iii) any defect in the Premises; (iv) leaking of
33 roofs and bursting, breaking, stoppage, running, seepage, backup, or leaking of water,
34 gas, sewer or steam pipes or equipment, including sprinklers; (v) wind, rain, hurricane,
35 flooding, fire, explosion, earthquake, excessive heat or cold, fire or other casualty; (vi)
36 acts of war or terrorism, civil disturbance, vandalism, malicious mischief, theft or other
37 acts or omissions of any third parties; (vii) acts of God; (viii) the failure of any public

1 utility in supplying utilities to the Premises; and (ix) use of any of the Premises by any
2 other person or by or from the acts of negligence of any occupant of the Premises.

3 **22.4. Notice, Defense and Settlement of Claims.** City shall give prompt notice to Tenant of
4 any Claim that is subject to the foregoing indemnification and Tenant shall have the
5 right to control the defense of any such Claim. Tenant also shall have the right to settle
6 any such Claim provided that Tenant pays the entire amount of such settlement and
7 there is no finding of fault against the Indemnified Parties.

8 **22.5. Purchase of Insurance Coverage.** The purchase of insurance coverage required by this
9 Lease, or otherwise, shall not relieve Tenant from the requirements of paragraph 22 of
10 this Lease.

11 **22.6. Survival.** Tenant's duty to indemnify City shall survive the expiration or earlier
12 termination of this Lease.

13 **22.7. Limitation of Liability of City.** Nothing contained in this Lease is intended to serve as a
14 waiver by City of any defenses at law or in equity, including but not limited to
15 sovereign immunity, or to extend the liability of City beyond the limits set forth in
16 Section 768.28, Florida Statutes. Further, nothing contained in this Lease shall be
17 construed as consent by City to be sued by any third party.

18 **23. ASSIGNMENT; SALE.**

19 **23.1. By Tenant.** Tenant may not assign this Lease or any of its rights under this Lease, nor
20 sell, convey or grant any stock or ownership interest in Tenant, without City Council's
21 prior approval, which approval shall be in City Council's sole discretion. Any such
22 purported assignment shall be immediately null and void and shall constitute a default
23 of this Lease and City shall have the rights set forth in paragraph 25 of this Lease. Any
24 purported involuntary assignment of this Lease or assignment by operation of law,
25 whether by bankruptcy or insolvency, merger (whether as the surviving or
26 disappearing corporation), consolidation, dissolution, reorganization, transfer of Tenant
27 or controlling interest in Tenant, or court order effectuating such assignment or any
28 other method, shall be immediately null and void and shall constitute a default of this
29 Lease and City shall have the rights set forth in paragraph 25 of this Lease, unless such
30 underlying transaction is approved by City Council, which approval shall be in City
31 Council's sole discretion.

32 **23.2. By City.** This Lease and all rights, title and interest of City hereunder are fully and
33 freely assignable by City, and in the event of any such assignment, Tenant shall attorn
34 to the assignee.

1 **24. SUBLEASE.**

2 24.1. Tenant may not sublease the Premises or any of its rights under this Lease without
3 Approval, which Approval shall be granted or withheld in City's sole discretion. Any
4 such purported delegation or sublease shall be null and void and shall constitute a
5 default of this Lease and cause for immediate termination. City shall have the rights set
6 forth in paragraph 25 of this Lease.

7 24.2. Notwithstanding the foregoing, Tenant shall have the right without any Approval to
8 sublease portions of the Premises to any person or entity whose use of such portion of
9 the Premises furthers the Goals and is allowed as part of the Permitted Use, provided
10 such subleases shall not affect Tenant's duties and obligations under this Lease.

11 **25. DEFAULT.**

12 25.1. Tenant shall be deemed to be in default under this Lease if at any time any one or more
13 of the following events (each of which constitutes a default) occurs:

14 25.1.1. Tenant fails to take possession of and occupy the Premises on the
15 Commencement Date or vacates and abandons the Premises for any period of time
16 after the Commencement Date without Approval (as hereinafter defined in
17 paragraph 43).

18 25.1.2. The sale, conveyance, or transfer of any portion of Tenant's Leasehold Interest,
19 except as permitted in this Lease.

20 25.1.3. Any petition filed against Tenant in any court (whether or not pursuant to any
21 statute of the United States or any state) in any bankruptcy, reorganization or
22 insolvency proceedings and (i) Tenant is thereafter adjudicated bankrupt; or (ii)
23 such petition is approved by any court.

24 25.1.4. Tenant's license to operate the Hospital is terminated or revoked or Tenant is
25 subject to permanent exclusion from Medicare, Medicaid or successor equivalent
26 governmental healthcare programs.

27 25.1.5. Tenant fails to perform or comply with any other term, provision, covenant,
28 condition, or requirement of this Lease on the part of Tenant to be performed or
29 complied with, including but not limited to failure of Tenant to perform or comply
30 with the Charity Care Policy.

31 **25.2. Remedies for Default; Right to Cure.**

32 25.2.1. If Tenant is in default hereunder with respect to those defaults set forth in
33 paragraphs 25.1.1, 25.1.2, 25.1.3, or 25.1.4 of this Lease, City shall have the right, at

1 its sole option, to terminate this Lease by providing Tenant at least ten (10) days
2 notice prior to the effective date of termination.

3 25.2.2. The occurrence of any default specified in paragraph 25.1.5 of this Lease shall be
4 cured by Tenant within sixty (60) days from City's delivery of notice to Tenant
5 ("**Cure Period**"), which notice must describe the default.

6 25.2.3. If the default specified in paragraph 25.1.5 of this Lease is not reasonably capable
7 of cure within the Cure Period and Tenant commences and continues to diligently
8 cure the default, City and Tenant shall meet and determine a period of time that is
9 reasonably necessary to cure the default, whereupon the Cure Period shall be
10 extended by such additional time ("**First Extended Cure Period**"). In the event City
11 and Tenant cannot agree on a reasonable First Extended Cure Period, then City
12 may terminate this Lease one hundred eighty (180) days after the end of the Cure
13 Period by delivering written notice to Tenant at least twenty (20) days prior to the
14 effective date of termination, provided that Tenant shall be allowed to cure the
15 default prior to said date of termination.

16 25.2.4. If through no fault of Tenant the default specified in paragraph 25.1.5 of this
17 Lease is not cured within said First Extended Cure Period and Tenant continues to
18 diligently pursue to cure the default, City and Tenant shall meet and determine a
19 period of time that is reasonably necessary to cure the default whereupon the First
20 Extended Cure Period shall be extended by such additional time ("**Second
21 Extended Cure Period**"). In the event City and Tenant cannot agree on a
22 reasonable Second Extended Cure Period then City may terminate this Lease one
23 hundred eighty (180) days after the end of the First Extended Cure Period by
24 delivering notice to Tenant at least twenty (20) days prior to the effective date of
25 termination, provided that Tenant shall be allowed to cure the default prior to said
26 date of termination. If City and Tenant agree to a Second Extended Cure Period,
27 and if the default is not cured within the Second Extended Cure Period, then City
28 may terminate this Lease ninety (90) days after the end of the Second Extended
29 Cure Period by delivering notice to Tenant at least twenty (20) days prior to the
30 effective date of termination, provided that Tenant shall be allowed to cure the
31 default prior to said date of termination.

32 25.2.5. If Tenant fails to cure a default within the applicable time period set forth in
33 paragraph 25.2.2 or 25.2.3 or 25.2.4 of this Lease and City exercises its right to
34 terminate this Lease, Tenant shall quit and surrender the Premises to City on or
35 before the termination date pursuant to paragraph 28 of this Lease. City shall not
36 act in an arbitrary or capricious manner in determining whether a default has been
37 cured.

1 25.3. Dispute Resolution Prior to Termination.

2 25.3.1. In the event that a dispute between the Parties arises under this Lease related to
3 any default hereunder (whether or not such default is capable of cure) or if City
4 notifies Tenant of termination of this Lease pursuant to paragraph 25 or paragraph
5 10.2.12 of this Lease, Tenant may notify City that it is invoking the dispute
6 resolution process set forth in paragraph 25.3.2 below; provided, however, that
7 Tenant may only invoke the dispute resolution process prior to the effective date of
8 termination of this Lease (i.e., Tenant shall have no right to invoke the dispute
9 resolution process on or after the effective date of termination of this Lease). If
10 Tenant so invokes the dispute resolution process in accordance with this paragraph
11 25.3.1, this Lease shall not terminate except as provided in paragraph 25.3.2 below.

12 25.3.2. The dispute resolution process referenced above shall begin by City
13 Administrator and Tenant's designee attempting to resolve such dispute. If the
14 dispute is not resolved by City Administrator and Tenant's designee, the dispute
15 shall be referred to the Mayor and Tenant's Chief Executive Officer. If the dispute
16 is resolved with City electing not to terminate this Lease for the default being
17 disputed, City shall so notify Tenant and this Lease shall not terminate for the
18 default being disputed. If the Mayor and Tenant's Chief Executive Officer are
19 unable to resolve the dispute after a good faith attempt to do so and the Mayor
20 determines that further discussion with Tenant's Chief Executive Officer is unlikely
21 to resolve the dispute, the Mayor shall deliver notice to Tenant that the dispute
22 resolution process is concluded and that this Lease is terminated effective twenty
23 (20) days following delivery of such notice, provided that Tenant shall be allowed
24 to cure the default prior to said date of termination. The Mayor shall not act
25 arbitrarily or capriciously with respect to the efforts to resolve the dispute or with
26 respect to any termination of this Lease and, prior to any termination of this Lease,
27 the Mayor shall consider the nature and impact of the default, the severity of the
28 termination remedy on Tenant (including but not limited to the investment that
29 Tenant has made in the Hospital Facility), the overall best interests of the City and
30 its citizens, and any other relevant factors. Tenant acknowledges and agrees that
31 City electing not to terminate this Lease for a default disputed pursuant to the
32 aforementioned dispute resolution process shall not constitute a waiver of any
33 other default (whether or not such other default is of the same or different
34 provision of this Lease) or preclude City from exercising its rights of default and
35 termination set forth in this paragraph for any other default (whether or not such
36 other default is of the same or different provision of this Lease).

37 25.3.3. With respect to the foregoing provisions and the dispute resolution process set
38 forth herein, it is agreed that neither Party is waiving any of its rights or remedies
39 that such Party may have at law or otherwise.

1 25.4. Effect of Termination. Upon termination of this Lease, this Lease and the Term, as well
2 as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire
3 and Tenant shall immediately quit and surrender the Premises to City in accordance
4 with paragraph 28 of this Lease.

5 26. **REPOSSESSION OF THE PREMISES ON TERMINATION.** Upon expiration or earlier
6 termination of this Lease, City may proceed to enter into and repossess the Premises with all
7 due process of law and remove Tenant's employees or property therefrom in such manner
8 and in accordance with such procedures as a court of competent jurisdiction may allow,
9 without incurring any liability to Tenant or to any other person for any damage caused or
10 sustained by reason of such lawful entry or removal.

11 27. **ESTOPPEL CERTIFICATES.** City shall, without charge therefor, at any time and from time
12 to time, within thirty (30) days after receipt of request therefor by Tenant, execute,
13 acknowledge and deliver to Tenant a written estoppel certificate certifying to Tenant, or to
14 any other person designated by Tenant, as of the date of such estoppel certificate:

15 27.1. Whether Tenant (or its successors, assigns or any affiliates) is in possession of the
16 Premises;

17 27.2. Whether this Lease is unamended and in full force and effect (or, if there has been an
18 amendment, that this Lease is in full force and effect as amended and setting forth such
19 amendments);

20 27.3. Whether or not there are then existing any setoffs or defenses against the enforcement
21 of any right or remedy of City, or any duty or obligation of Tenant hereunder (and, if
22 so, specifying the same in detail);

23 27.4. The dates, if any, to which any basic monthly rent, Additional Rent or other charges
24 have been paid in advance;

25 27.5. Whether City has knowledge of any then uncured defaults under this Lease (if City has
26 knowledge of any such uncured defaults, specifying the same in detail); and

27 27.6. Whether City has knowledge of any event having occurred that authorizes the
28 termination of this Lease by City (if City has such knowledge, specifying the same in
29 detail).

30 28. **END OF TERM.** Upon the expiration or earlier termination of this Lease:

31 28.1. Tenant shall surrender possession of the Premises, free and clear of all liens and
32 encumbrances, to City or its designee, in good order and repair, ordinary wear and tear
33 and damage by casualty or condemnation excepted.

1 28.2. City shall have the option to have Tenant convey (as applicable), free and clear of all
2 liens and encumbrances, to City or its designee, all of Tenant's rights in and to all of the
3 FF&E owned by Tenant that is necessary to operate a fully functional licensed acute
4 care hospital. Tenant shall execute such bills of sale or other documents of transfer as
5 City may reasonably require to transfer ownership of all FF&E owned by Tenant to City
6 or its designee.

7 28.3. Tenant shall assign all FF&E leases that are necessary to operate a fully functional
8 licensed acute care hospital that City, or its designee, elects to assume, and convey all
9 licenses for software related to the physical hospital plant (e.g. HVAC, electrical,
10 elevator and security systems) City, or its designee, elects to assume. City and Tenant
11 shall execute the appropriate assignment and assumption agreements with respect to
12 same. Tenant shall have the right to retain and remove from the Premises any FF&E
13 subject to a lease that is not assumed by City or its designee.

14 28.4. Tenant shall execute such bills of sale and assignments as City or its designee may
15 reasonably require to assist in the transfer of all applicable licenses, permits and
16 certificates of need required to operate a fully functional licensed acute care hospital to
17 the extent such are assignable.

18 28.5. Tenant shall convey to City or its designee, free and clear of all liens and
19 encumbrances, all real property (including all improvements thereon and thereto, and
20 all fixtures attached thereto) located off the Premises that is necessary to operate a fully
21 functional licensed acute care hospital ("**Ancillary Real Estate**") and owned by Tenant
22 or Joint Venture, or any affiliated or subsidiary company of Tenant or Joint Venture. In
23 the event that any Ancillary Real Estate is leased by Tenant, Tenant shall, at City's
24 option, assign its leasehold interest in the Ancillary Real Estate to City or its designee,
25 provided that if such leased Ancillary Real Estate was at any time during the Term
26 owned by Tenant or Joint Venture, or any affiliated or subsidiary company of Tenant or
27 Joint Venture, Tenant shall cause such leased Ancillary Real Estate to be transferred to
28 City in fee simple, free and clear of all liens and encumbrances.

29 28.6. Upon expiration or earlier termination of this Lease, Tenant and City shall discuss in
30 good faith the services that each would provide the other in connection with the
31 transition of a fully functional licensed acute care hospital to City and the terms and
32 conditions related thereto, which shall include, among other things, City's continued
33 use of the Tenant Software for a period of at least ninety (90) days following the
34 expiration or earlier termination of this Lease, all as may be mutually agreed to by the
35 Parties in a transition services agreement.

36 29. **QUIET ENJOYMENT.** City covenants and agrees that, if Tenant pays the rent and fulfills all
37 of its obligations provided for hereunder in accordance herewith and observes all of the
38 other provisions hereof, Tenant shall at all times during the Term, peaceably and quietly

1 have, hold and enjoy the Premises, without any interruption, hindrance or disturbance from
2 City, subject to the terms and provisions hereof.

3 30. **NAMING RIGHTS; NAME AND PROHIBITIONS.** The name of the Hospital (“**Hospital**
4 **Name**”) must contain the name “Bayfront”. The Hospital Name may include a reference
5 that reflects the services provided, (e.g. “Health Center” or “Medical Center”) and a
6 geographical reference to City of St. Petersburg. The Hospital Name shall not include any
7 geographical reference to any other location except City of St. Petersburg. Tenant shall not
8 change, modify or otherwise alter such Hospital Name or sell, lease or otherwise grant in
9 any way the right to change, modify or otherwise alter such Hospital Name without City
10 Council approval, which approval shall be at the sole discretion of City Council.

11 31. **INTERPRETATION AND NOTICES.**

12 31.1. Modifications. No change, modification, or amendment of this Lease is valid unless the
13 same is in writing and duly executed by the Parties hereto. No waiver of any of the
14 provisions of this Lease is valid unless signed by the party against whom it is sought to
15 be enforced.

16 31.2. Entire Agreement. Except as described in paragraph 31.6 of this Lease, this Lease and
17 the exhibits attached hereto contain the entire agreement between the Parties hereto
18 with respect to the subject matter hereof and, except as described in paragraph 31.6 of
19 this Lease, there are no promises, agreements, conditions, undertakings, warranties or
20 representations, oral or written, expressed or implied, between them other than as
21 herein set forth with respect to the subject matter hereof. This Lease is intended by the
22 Parties hereto to be and is an integration of all prior or contemporaneous promises or
23 agreements, conditions or undertakings between them.

24 31.3. Severability. If any provision of this Lease or the application thereof to any party or
25 circumstance is, to any extent, invalid or unenforceable, all the other provisions of this
26 Lease, or the application of such provision to parties or circumstances other than those
27 to which it is invalid or unenforceable, are not affected thereby, and each remaining
28 provision of this Lease shall be deemed valid and enforceable to the fullest extent
29 permitted by law.

30 31.4. Captions. The captions throughout this Lease are for convenience of reference only;
31 and the words contained therein are not deemed to define, limit, describe, explain,
32 modify, amplify or add to the interpretation, construction, or meaning of any
33 provisions of or the scope or intent of this Lease nor in anyway affect this Lease.

34 31.5. Meaning of Words. Wherever appropriate herein, the singular includes the plural, and
35 the plural includes the singular, and each gender includes each other gender.

36 31.6. 1983 Lease. The 1983 Lease, as amended, is hereby amended and restated. Further,
37 upon the execution of this Lease, all terms and conditions of said 1983 Lease, as

1 amended, shall be replaced in their entirety by this Lease. Notwithstanding the
2 foregoing or anything to the contrary contained in this Lease, the Parties acknowledge
3 that a Final Order in the matter of City of St. Petersburg, Florida v. Bayfront Medical
4 Center, Inc., Bayfront Health System, Inc. and BayCare Health System, Inc. (Case. No.
5 8:00-CV-623-27MAP) in the United States District Court, Middle District of Florida, was
6 entered by the Court on April 11, 2001 ("**Final Order**"). The Parties and Joint Venture
7 agree that nothing contained in this Lease shall be construed as a waiver of any of
8 City's rights under the Final Order or any of Bayfront's (as such term is used in the
9 Final Order to refer to both Bayfront Medical Center, Inc. and Bayfront Health System,
10 Inc.) agreements, obligations or representations contained in the Final Order. Moreover,
11 Tenant and Joint Venture agree to (i) be bound by and comply with the Final Order to
12 the same extent that Bayfront (as such term is used in the Final Order to refer to both
13 Bayfront Medical Center, Inc. and Bayfront Health System, Inc.) is bound by and
14 required to comply with the Final Order; and (ii) require all assignees, sublessees, and
15 affiliates to be bound by and comply with the Final Order. The 1983 Lease with City (as
16 amended) referenced in the Final Order as "Lease" shall not be considered terminated
17 for purposes of the Final Order but for such purposes only shall be considered to
18 remain in effect as amended and restated herein.

19 **32. PLACE OF RENTAL PAYMENT.** All payments of rent required to be made by the terms of
20 this Lease and any other payments that may become due from Tenant to City and all
21 statements relating thereto required to be submitted or furnished by Tenant to City shall be
22 made, submitted, and furnished to City at City's address as set forth in paragraph 55 of this
23 Lease.

24 **33. NO PARTNERSHIP OR JOINT VENTURE WITH CITY.** Notwithstanding any provisions
25 of this Lease, City is not deemed to be a partner or a joint venture with Tenant. The
26 relationship created hereby is solely that of landlord and tenant.

27 **34. BIND AND ENURE.** Subject to the provisions hereof, this Lease is binding upon and enures
28 to the benefit of the Parties hereto and their respective heirs, executors, or administrators
29 and permitted successors and assigns.

30 **35. RECORDATION.** This Lease shall be recorded in the public records of Pinellas County,
31 Florida at Tenant's expense.

32 **36. HOLDING OVER.** In the event Tenant holds over the Premises, or any part thereof, after
33 the expiration of the Term, with Approval, which Approval shall be granted or withheld in
34 the City's sole discretion, such holding over shall be construed to be a "Tenancy at Will"
35 from month to month only. In the event Tenant holds over the Premises or any part thereof,
36 after the expiration of the Term, without Approval, which Approval shall be granted or
37 withheld in the City's sole discretion, such holding over shall be construed to be a "Tenancy
38 at Sufferance" and City at its option may proceed as set forth in paragraph 26 of this Lease.
39 In either event, Tenant shall pay a reasonable commercial rent determined by City. Such

1 rent shall be due and payable to City on the first (1st) day following the Expiration Date of
2 this Lease and, subsequently, on the first (1st) day of each successive month Tenant holds
3 over.

4 **37. WAIVER OF SUBROGATION.** Tenant hereby waives all rights and claims against City for
5 all losses covered by any insurance policies and waives all rights of subrogation of its
6 respective insurers. Tenant shall cause each insurance policy carried by it to be written to
7 provide that the insurance company waives all rights of recovery by way of subrogation
8 against City.

9 **38. CITY AS A MUNICIPAL CORPORATION.** Nothing contained herein shall be interpreted
10 to require City to take any action or refrain from taking any action that would be adverse to
11 its status as a municipal corporation.

12 **39. DUE AUTHORITY.** Each Party to this Lease that is not a natural person represents and
13 warrants to the other Party that (i) it is a duly organized, qualified and existing entity under
14 the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly
15 authorize the persons executing this Lease to so execute the same and fully bind the Party
16 on whose behalf they are executing.

17 **40. NON-APPROPRIATION.** The obligation of City to fund any expenditures required by this
18 Lease shall be limited to an obligation in any given year to budget, appropriate and pay
19 from legally available funds, after monies for essential City of St. Petersburg services have
20 been budgeted and appropriated, sufficient monies for the funding of any expenditures that
21 are due during that year. Notwithstanding the foregoing, City shall not be prohibited from
22 pledging any legally available non-ad valorem revenues for any obligations heretofore or
23 hereafter incurred, which pledge shall be prior and superior to any obligation of City
24 pursuant to this Lease.

25 **41. AMERICANS WITH DISABILITIES ACT OF 1990.** Tenant assumes all responsibility,
26 including but not limited to financial, construction and physical modification costs,
27 provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects
28 of the Americans with Disabilities Act of 1990 (“**ADA**”) and any amendments thereto,
29 including but not limited to Title II, Structural and Title III, Programmatic Accessibility
30 Standards as well as any future amendments.

31 **42. APPLICABLE LAW, VENUE, AND JURISDICTION.** This Lease shall be governed by and
32 be interpreted in accordance with the laws of the State of Florida. Venue for state court
33 actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions
34 shall be in the Middle District of Florida, Tampa Division, unless a division is created in St.
35 Petersburg, or Pinellas County, in which case the action shall be brought in that division.
36 The Parties and Joint Venture waive any defense of improper or inconvenient venue as to
37 either court and consent to personal jurisdiction in either court.

1 **43. CITY APPROVAL AND ACTION.**

2 43.1. For the purposes of this Lease, any required consent, permission, approval or
3 agreement (“**Approval**”) by City means the Approval of the Mayor or Mayor’s designee
4 unless otherwise set forth herein or unless otherwise required by City Charter and such
5 Approval shall be in addition to any and all regulatory approvals for permits or other
6 licenses required by applicable Laws or this Lease.

7 43.2. For the purposes of this Lease, any right of City to take any action permitted, allowed
8 or required by this Lease, may be exercised by the Mayor or Mayor’s designee, unless
9 otherwise set forth herein or unless otherwise required by City Charter.

10 **44. TIME PERIODS.** Except as specifically set forth above, time periods herein shall include
11 Saturdays, Sundays, and state and national legal holidays, and any time period provided for
12 herein shall end at 5:00 p.m. local time.

13 **45. NO CONSTRUCTION AGAINST PREPARER OF LEASE.** This Lease has been prepared
14 by City and reviewed by Tenant and its professional advisors. City, Tenant, and Tenant’s
15 professional advisors believe that this Lease expresses their agreement and that it should
16 not be interpreted in favor of either City or Tenant or against City or Tenant merely because
17 of their efforts in preparing it.

18 **46. LEASES / AMENDMENT APPROVAL.** This Lease and any amendments thereto are
19 subject to approval by City Council, and by the Mayor or Mayor’s designee. Attached hereto
20 as Exhibit D is a true and correct copy of the resolution duly adopted by City Council on
21 February 21, 2013 approving this Lease.

22 **47. NO WAIVER.** The exercise by City of any right or remedy to enforce its rights under this
23 Lease shall not constitute a waiver of, or preclude the exercise of, any other right or remedy
24 afforded City by this Lease or by statute or law; nor shall the acceptance of any payment be
25 deemed to be a waiver of any such default. The failure of City in one or more instances to
26 insist on strict performance or observations of one or more of the covenants or conditions of
27 this Lease, or to exercise any remedy, privilege or option conferred by this Lease on or
28 reserved to City, shall not operate or be construed as a relinquishment or future waiver of
29 the covenant or condition or the right to enforce it or to exercise that privilege, option or
30 remedy, but that right shall continue in full force and effect.

31 **48. NO THIRD PARTY BENEFICIARIES.** This Lease sets forth the agreement between the
32 Parties and all rights and benefits established herein are established solely for the benefit of
33 the Parties and are not intended to establish any rights or benefits in any other person or
34 entity. Persons or entities that are not a party to this Lease may not claim any benefit
35 hereunder or as third party beneficiaries hereto.

36 **49. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** Tenant shall:
37 (i) comply with all Laws applicable to Tenant’s performance of Tenant’s obligations set forth

1 in this Lease; (ii) cause its use and operation of the Premises to comply with all Laws
2 applicable to such use and operation; and (iii) cause its employees, agents, representatives,
3 sublessees, contractors and subcontractors to comply with applicable Laws. Tenant shall
4 promptly notify City if Tenant is required to do so pursuant to the provisions of paragraph
5 12.5 of this Lease. "Laws" means all existing and future federal, state, and local statutes,
6 ordinances, rules, and regulations and the federal and state constitutions, including but not
7 limited to those Laws specifically referenced in this Lease (e.g., Americans with Disabilities
8 Act of 1990, as amended, Section 255.05, Florida Statutes, and Environmental Laws).

9 50. **COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be
10 deemed to be an original, but all of which, taken together, shall constitute one and the same
11 Lease.

12 51. **CURRENT OFFICERS.** Upon request by City, Tenant shall provide City in writing, during
13 the Term, with the name, title, address and telephone number of all of Tenant's officers.

14 52. **REPLACEMENT PREMISES.** City is under no obligation to locate or provide a replacement
15 Premises under any circumstances, including but not limited to, substantial damage to the
16 existing improvements by fire, flood, hurricane, tornado, earthquake, or other form of
17 natural disaster, or termination of this Lease.

18 53. **NOTICE OF SALE.** Prior to offering the Premises or any portion thereof for sale to any
19 entity or person and prior to disseminating any requests for proposals or seeking any
20 proposals for the purchase by others of all or any portion of the Premises, City agrees to
21 provide notice to Tenant as to its intention to sell all or any portion of the Premises.

22 54. **JOINT VENTURE.** Joint Venture's business structure consists of a Florida Limited Liability
23 Company of which 80% of the equity is owned by Central Florida HMA Holdings, LLC
24 ("HMA Member") and 20% of the equity is owned by BHS. On the date hereof, the voting
25 structure of Joint Venture provides that each of the HMA Member and BHS appoint an
26 equal number of directors to the Joint Venture's Board of Directors and each such director
27 has one vote. The HMA Member contemplates that in the future it may transfer a portion of
28 its equity interest in Joint Venture to Shands equal to a percentage interest of up to 20%.
29 Except for the transfer of the 20% of the equity interest to Shands as set forth above, the
30 owners of the equity in Joint Venture shall not sell, convey, or grant ("**Transfer**") any stock
31 or equity interest in Joint Venture which will have the effect of reducing the HMA
32 Member's equity interest to less than 51% or BHS's equity interest to less than 20% (either, a
33 "**Prohibited Transfer**") without City Council approval, which approval shall be granted or
34 withheld in City Council's sole discretion. Further, no change in the voting structure of Joint
35 Venture is permitted without City Council approval, which approval shall be granted or
36 withheld in City Council's sole discretion. Any purported Prohibited Transfer shall be
37 immediately null and void and shall constitute a default of this Lease. Any purported
38 involuntary Transfer or Transfer by operation either by bankruptcy, insolvency, or merger,
39 whether as a surviving or disappearing entity, consolidation, dissolution, reorganization,

1 transfer of controlling interest in Joint Venture or HMA Member, or court order effectuating
2 such Transfer, or any other method of involuntary transfer, shall be immediately null and
3 void and shall constitute a default of this Lease. City shall have the rights set forth in
4 paragraph 25 of this Lease unless (a) such Transfer or underlying transaction is approved by
5 City Council, which approval shall be in the sole discretion of City Council; or (b) unless
6 such approval is not required by this paragraph 54. Nothing contained in this paragraph 54
7 is intended to permit a variance from the requirement that Tenant operate a secular Hospital
8 in accordance with paragraph 10.2.8 of this Lease and otherwise comply with paragraph
9 31.6 of this Lease.

10 **55. NOTICES; PAYMENTS.** Any notice, payment, demand, consent, request or other
11 instrument which may be or is required to be given or delivered under this Lease shall be in
12 writing and shall be deemed to be delivered (i) whether or not actually received, ten (10)
13 days after deposited in the United States mail, postage prepaid, certified or registered mail,
14 return receipt requested, or (ii) when received (or when receipt is refused) if delivered
15 personally or sent by a nationally recognized overnight courier, all charges prepaid, at the
16 address of City or Tenant as set forth in this paragraph 55. Either Party may change its
17 address hereunder by providing notice to the other Party given in accordance with this
18 paragraph (such change of address to be effective ten (10) days following delivery to the
19 non-changing Party). The Parties acknowledge that any notice sent by facsimile or e-mail is
20 for convenience only, and shall not be deemed to be proper notice required hereunder.

21 If to City:
22 City of St. Petersburg
23 Director of Real Estate and Property Management
24 P.O. Box 2842, St. Petersburg, Florida 33731
25 With a copy to:
26 City of St. Petersburg
27 City Attorney
28 P.O. Box 2842, St. Petersburg, Florida 33731
29

30 If to Tenant:
31 _____
32 _____
33 _____
34 Attention: _____
35

36 With a copy to:
37 _____
38 _____
39 _____
40 Attention: _____
41

1
2

SIGNATURE PAGES FOLLOW THIS PAGE
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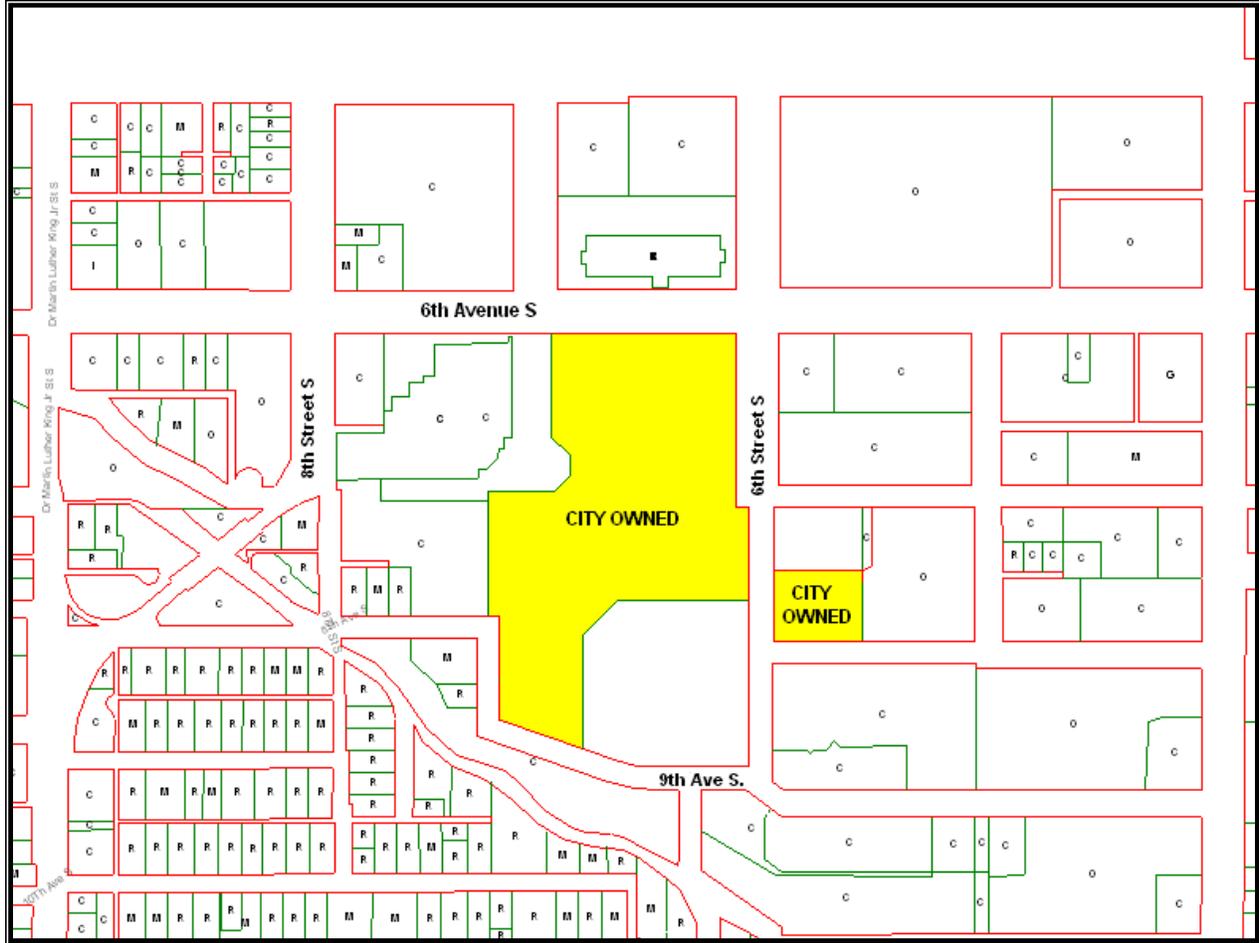
1 BAYFRONT signature page with date

1 CITY Signature page with date

2 Legal: 00170138 v28

3

1 EXHIBIT "A"



3 **PREMISES DESCRIPTION**
4 (YELLOW HIGHLIGHTED AREA)

5
6 A portion of Lot 1, Block 1, BAYFRONT MEDICAL CENTER SUBDIVISION, as recorded in Plat Book
7 105, Page 3 of the Public Records of Pinellas County, Florida, being more particularly described as
8 follows:

9
10 BEGINNING at the Northeast Corner of Lot 1, run S. 00°36'15" E., 393.00 feet; thence N. 89°27'06" E.,
11 25.56 feet; thence South 210.00 feet; thence S. 89°28'11" W., 300.00 feet; thence S. 44°28'11" W., 103.21 feet;
12 thence S. 00°01'46" E., 257.70 feet; thence N. 70°41'46" W., 198.78 feet; thence N. 00°21'21" W. 237.62 feet;
13 thence S. 89°23'25" W., 25.00 feet; thence N. 00°21'21" W., 278.30 feet; thence N. 89°26'11" E., 155.10 feet;
14 thence N. 44°28'23" E., 46.06 feet; thence N. 00°31'37" W., 45.00 feet; thence N. 45°31'37" W., 60.00 feet;
15 thence N. 00°31'37" W., 230.00 feet; thence N. 89°26'11" E., 416.24 feet to the POINT OF BEGINNING.

16
17 AND

18
19 Lots 8 through 11 and the vacated 20 foot alleyway lying North of and adjacent to Lots 8 through 11,
20 Block A, T. F. McCALL'S SUBDIVISION, as recorded in Plat Book 4, Page 12 of the Public Records of
21 Hillsborough County, Florida, of which Pinellas County was formerly apart.

EXHIBIT "B CHARITY CARE POLICY

1
2

TITLE: Charity Care (Community Care / Financial Assistance)		
ISSUED FOR: <input checked="" type="checkbox"/> _____ Bayfront Medical Center	ISSUED BY: Revenue Cycle	POLICY NUMBER: PFS500 PAGE: 1 of 3
APPROVED BY: Hospital CFO and Revenue Cycle Director	ORIGINAL ISSUE DATE: 1999 REVISION DATE: 12/20/2012	
<p><u>Purpose:</u> The purpose of the policy is to provide a systematic method for evaluating uninsured or underinsured patients for financial assistance programs such as community care, charity care, Pinellas County Health Plan.</p> <p><u>Policy:</u> [Hospital] is committed to meeting the health care needs of community residents. [Hospital] provides for the medical needs of low-income, uninsured, underinsured and indigent patients by rendering necessary, quality health care, regardless of race, creed, color, sex, national origin, sexual orientation, handicap, age or ability to pay. Uninsured and underinsured patients who do not qualify for government assistance and are unable to pay for hospital services may apply for Charity Care. Patients, who do not qualify for Charity Care, may qualify under the Community Care Discount policy for a reduction in their portion due. In the event of any conflict between the provisions of this policy and any applicable state or federal law, regulation or rule, the applicable law, regulation or rule shall control; provided, however, that nothing contained in this policy shall alter the terms or conditions of [Hospital]'s lease with the City of St. Petersburg.</p> <p><u>Procedure:</u> <u>Application Process</u></p> <ol style="list-style-type: none"> 1. Financial Counselors will help patients prepare any applications required or will refer the patient to the appropriate agency. 2. Patients who are not eligible for any Federal, State or County programs will be screened for charity assistance based on the criteria outlined in this policy. If the patient does not provide required information or cooperate in the application process, the patient may not be entitled to charity care. 3. Financial assistance applications may be offered to uninsured or underinsured in which financial screening indicates that the patient may be eligible for Charity Care. 4. Patients and or guarantors applying for Charity Care must complete a Community Care Consideration (CCC) application. 5. Financial Counselors may require supporting documentation if the data on the application seems unreasonable or questionable. Acceptable documentation includes any of the following forms: <ol style="list-style-type: none"> a. Copy of current driver's license 		

- b. Letter from employer stating income and length of employment - must be written on company letterhead
 - c. W2 from previous calendar year
 - d. Current pay check stubs
 - e. IRS tax return from the most recent calendar year
 - f. Forms approving/denying unemployment
 - g. Written verification from public/governmental agencies that can attest to the patients' income during the past 12 months
 - h. Food stamp referral
 - i. Medicaid remittance confirming Medicaid exhausted benefits
 - j. Written attestation from patient of income and address
 - k. Documentation confirming patient's debts and assets
 - l. Proof of address (utility bill, gas, electric, phone)
6. If verification of income is not available, the Financial Counselor will document all facts supporting the need for assistance, and will document in the patient accounting system notes of the particulars of the CCC application.
 7. The CCC application must be signed by the patient, guarantor or representative, and then reviewed by the Financial Counselor.

Determining Eligibility

1. The patient must not be eligible for Medicaid, County Indigent Assistance, HCRA or other government assistance.
2. Total family income compared to current Federal Poverty Level (FPL) guidelines must meet the following criteria:
 - a. Household income is equal to or below 200% of the FPL guidelines
 - b. Total hospital charges due from the patient must be greater than 25% of patient's gross annual household income.
3. Total gross household income is the sum of the income of all persons in the family unit.
4. Total household income must not exceed ten times FPL.
5. Services considered "ancillary" by AHCA, defined as any service NOT performed by [Hospital], will not be considered for Charity Care.
6. If the patient is not eligible for any Federal, State or County programs, a determination of Charity Care eligibility will be made after the application is complete, and after all required supporting documentation has been received by the Financial Counselor. The patient will be notified of the determination within 14 days.
7. If the patient does not qualify for the Charity Care program a denial letter will be sent within 14 days.
8. Assets as defined by Florida outside the primary residence and primary vehicle will be evaluated on a case by case basis in the event assets are available.

Approval Process

1. Charity Care approval will be determined by the Financial Counseling Coordinator; and submitted for approval to the Business Office Director. The Business Office Director will review and approve. Final review and approval will be given by the Administrator, CFO, or Controller.
2. Charity Care application outcome must be documented in the patient accounting system.
3. All supporting documentation will be kept on file for seven years with the initial application form. See Attachment 1.
4. Any determination by [Hospital] made in good faith will not be deemed to violate this policy if such decision is made in error and is able to be rectified through appropriate reimbursement or other financial means.

Appeal of Determination

1. Any patient, family member or PFS staff member may request an appeal for any patient who has been found ineligible for this program.
2. An appeal will be forwarded to the Financial Assistance Committee, membership of which will be determined by the PFS Director, and will include all financial documents and the reason for which eligibility should be granted.

1 **EXHIBIT "C" CONFLICTS OF INTEREST**

2 ADMINISTRATIVE STRUCTURE STANDARD

TITLE: CONFLICTS OF INTEREST – BOARD MEMBERS		
ISSUED FOR: <input checked="" type="checkbox"/> _____ Board Trustees/Board of Directors	of	ISSUED BY: Administration
		POLICY NUMBER: 1.06 PAGE: 1 of 3
APPROVED BY:	ORIGINAL ISSUE DATE: 1/5/2000 REVISION DATE: 2/2001 REVIEW DATE: 4/2000; 8/2004; 6/2007	
<p><u>Applicability</u></p> <p>This Policy shall apply to all [Bayfront _____] entities, (hereinafter called "Bayfront"). The individuals governed by this policy shall be Trustees, all members of the Boards of Directors, Officers, Committee Members, and other applicable agents of the corporation ("Board Members"). Bayfront’s management shall have the affirmative obligation to periodically publicize this policy to all such parties.</p> <p><u>Purpose:</u></p> <p>A Board Member has a duty of loyalty to Bayfront. A duty of loyalty means an allegiance to the Mission of Bayfront, no personal interest when considering the business affairs of the corporation, and best interests of the corporation. This Conflict of Interest policy seeks to assure Board Members demonstrate a duty of loyalty to the corporation.</p> <p>The primary objectives of the policy are to:</p> <ol style="list-style-type: none"> 1. Assure Bayfront with evidence and disclosure of the good faith and integrity of Board Members. 2. Provide a systematic and ongoing method of assisting Board Members in disclosing and resolving potential conflicts of interest. 3. Formalize Bayfront’s commitment to high ethical standards and conduct in serving its patient community. <p>This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations.</p> <p><u>Policy</u></p> <p>Board Members engaged in the governance of Bayfront occupy positions of fiduciary trust and stewardship with respect to the interests of Bayfront. Accordingly, Board Members, as well as members of their immediate families, business associates and firms in which they have an interest shall make full disclosure of any private, business or professional relationship where a potential or actual conflict of interest is present. A conflict of interest shall include any potential or actual appearance of financial conflict between the interests of Bayfront and the Board Member’s private or business interests or that of immediate family members.</p>		

Once disclosure is made, the procedures for deciding whether a conflict exists as set out in the Procedures attached to this policy shall be followed.

Conflicts of Interest

The policy recognizes that both real and apparent conflicts of interest or dualities of interest can sometimes occur in the course of conducting Bayfront's affairs. The following relationships between Board Members and Bayfront can constitute the type of activities which create conflicts and, as a result, should be decided.

A. Outside Interests

1. Holding a position or financial interest in any outside entity from which Bayfront secures goods or services (including financial services) or that operates as a competitor to Bayfront.
2. Competing with Bayfront in the purchase or sale of property, or property rights, interests or services.
3. Having a compensation arrangement (including direct and indirect remuneration, as well as gifts or favors that are substantial in nature) with any entity or individual with which Bayfront transacts business.
4. Engaging in activities for individual profit or advantage which are, directly, or indirectly, competitive with Bayfront's business or services.

B. Outside Activities

1. Rendering directive, managerial or consultative services to any outside concern that does business with, or competes with, the services of Bayfront.
2. Having any employment, partnership or contractual relationship which, either directly, or indirectly does business with, or competes with Bayfront's business or services.

C. Gifts, Gratuities and Entertainment

1. Accepting gifts, excessive entertainment or other favors from any outside concern that does, or is seeking to do business, or is a competitor of Bayfront.

D. Inside Information

1. Disclose or use information relating to Bayfront's business for personal profit and benefit.

Appropriate Transactions

The Board of Trustees of Bayfront recognizes that on a rare occasion it may be advantageous to Bayfront to transact business with companies or individuals related to Board Members. However, such companies or individuals are prohibited from realizing any benefit to the detriment of Bayfront.

Further, Bayfront shall not transact business with companies or individuals unless a transaction is made on terms which are at least as favorable as those offered to the general public and at least as favorable as those offered by independent vendors.

Nothing in this Policy Statement shall be interpreted or construed to limit certain ongoing relationships with various individuals or firms, so long as this Policy Statement is adhered to by those involved, and there is no financial detriment to Bayfront.

Violation of the Conflict of Interest Policy

If Bayfront has reasonable cause to believe that a Board Member has failed to disclose actual or possible conflicts of interest, it shall inform the Board Member of the basis for such belief, and afford the Board Member an opportunity to explain the alleged failure to disclose. If, after hearing the response of the Board Member, and making such further investigation as may be warranted in the circumstances, Bayfront determines that the member has, in fact, failed to disclose an actual or possible conflict of interest, the corporation shall take appropriate corrective action.

Interpretation

Any questions seeking guidance on interpretation or implementation of this Policy Statement regarding Conflict of Interest shall be submitted to Bayfront's Executive Committee.

Compensation Committees

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly from Bayfront, for services is precluded from voting on matters pertaining to that member's compensation.

Periodic Reviews of Compliance With Policy

To ensure that Bayfront operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews of adherence to the Conflict of Interest Policy shall be conducted. The periodic review shall, at a minimum, include a review of conflict of interest disclosure forms and a determination that the appropriate action was taken for all potential conflicts disclosed.

ADMINISTRATIVE STRUCTURE STANDARD

TITLE: PROCEDURES FOR COMPLIANCE WITH CONFLICT OF INTEREST POLICY –
BOARD MEMBERS

ISSUED FOR: _____ Board of Trustees/Board of Directors

ISSUED BY:
Administration

POLICY NUMBER: 1.07
PAGE: 1 of 3

APPROVED BY:

ORIGINAL ISSUE DATE: 1/5/2000
REVISION DATE: 2/2001
REVIEW DATE: 4/2000; 8/2004; 6/2007

Annual Disclosure Statements

Board Members shall complete, sign and file an annual disclosure statement detailing existing or potential conflicts of interest and affirm that they have:

1. Received a copy of the Bayfront Conflict of Interest policy
2. Read and understand the policy
3. Agreed to comply with the policy

The form shall be filed with Bayfront Administration. Interim disclosure shall also be required as new or additional conflicts develop subsequent to the annual disclosures. Any newly employed Board Members shall participate in similar procedure concurrent with assumption of their responsibilities.

Disclosure Requirements of Board and Committee Members

In addition to completing the annual disclosure statement, a governing Board Member or Committee Member of Committees with Board delegated power shall disclose any potential or actual conflict of interest to the president of the entity on whose Board or Committee the Member serves, and to the other members of the Board or Committee. The conflict should be made a matter of record, either through the annual disclosure, or when the potential or actual conflict of interest becomes a matter of Board or Committee action.

Board of Trustees' and Committee Members' Required Action

After disclosure of the Board Member's or Committee Member's actual or potential conflict, the following procedures for addressing the conflict of interest will be adhered to by each Board and all Committees with Board delegated powers, without exception:

1. The interested Director or Committee member shall leave the Board or Committee meeting while the conflict of interest issue is discussed.
2. The remaining Board or Committee Members shall decide if a conflict of interest exists.
3. If a conflict of interest is deemed to exist:
 - a. The Chairperson of the Board or Committee shall, if appropriate, appoint a disinterested individual or committee to investigate the proposed transaction or arrangement.

- b. The Board or Committee shall determine whether Bayfront can obtain a more advantageous transaction or arrangement with reasonable efforts from an individual or entity that would not give rise to a conflict of interest.
 - c. If a more advantageous transaction or arrangement is not reasonably available, the Board or Committee shall determine whether the transaction or arrangement is in the Bayfront best interest, and whether the transaction is fair and reasonable to Bayfront. An interested Director or Committee Member shall not vote, participate in, influence or attempt to influence any determination or proceedings. The Director or Committee Member may, however, respond to questions posed by the Board or Committee regarding the contract or transaction. Any such contract or transaction must be authorized by a vote of at least two-thirds (2/3) of the Directors or Committee Members entitled to vote at a meeting at which a quorum was present. Any interested Director or Committee Member may not be counted in determining the existence of a quorum.
4. Records of Proceedings. The Minutes of the Board and all Committees shall reflect the following:
- a. The name(s) of the Director(s) or Committee Member(s) who disclosed or otherwise was found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Committee's decision as to whether a conflict of interest, in fact, existed.
 - b. The names of the Board or Committee Members who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken on the subject at issue.
 - c. The Interested Director or Committee Member's exclusion from voting and participation and the existence of a proper quorum.

BAYFRONT CONFLICT OF INTEREST DISCLOSURE FORM AND CONFIDENTIALITY AGREEMENT

I, _____, have read and understand the Bayfront Conflict of Interest policy and am familiar with the disclosure requirements described therein. I understand and agree that I occupy a position of fiduciary trust and stewardship with respect to Bayfront and, in such capacity, agree to be bound to act in accordance with the Bayfront Conflict of Interest Policy.

Except as fully disclosed below, I represent that to the best of my knowledge and belief, neither I nor any member of my immediate family, business associates or firm with which I am affiliated, has an existing or potential interest in a contract or other transaction which might reasonably appear to be construed as adverse to, or in violation of the Bayfront Conflict of Interest policy.

_____ No Reportable Conditions Exist

1. Please disclose all business affiliations which constitute a source of income to you or members of your immediate family which might give rise to a possible conflict of interest between you and Bayfront, based upon the requirements of the Bayfront Conflict of Interest Policy. (If none exists, please so indicate.)

2. Please disclose all Corporate (non-profit and business) Director and Officer positions held by you and members of your immediate family. (If none exists, please so indicate.)

3. Please disclose all relationships and affiliations of you and any member of your immediate family which you deem to be within the spirit of the foregoing and the Bayfront Conflict of Interest policy. Please consider that the purpose of this questionnaire is to enable you and this institution to protect you and it from a charge of a real or apparent conflict of interest. (If none exists, please so indicate.)

1 I recognize that as a Bayfront Board Member, I may obtain confidential and proprietary information
2 concerning the operations and plans of Bayfront. I acknowledge that such information will have been
3 submitted to me as the result of significant expenditure of time and money related to the development of
4 the information.

5
6 I agree I will not disclose any confidential and proprietary information made known to me through my
7 service as a Board Member of Bayfront to persons or entities outside of Bayfront. I further agree I will not
8 use such information to promote my own business interests or the interests of businesses or professions
9 with which I am associated.

10
11 _____
12 Signature

_____ Date

13
14 _____
15 Title or Position

Annual Disclosure _____
Interim/Updated Disclosure _____

16

EXHIBIT "D" ADOPTED RESOLUTION

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3

ST. PETERSBURG CITY COUNCIL

Meeting of February 21, 2012

TO: The Honorable Karl Nurse, Chair and Members of City Council

SUBJECT

Bayfront Medical Center - Amended and Restated Lease Agreement

BACKGROUND

The City of St. Petersburg ("City") is the owner of a large, metropolitan, acute care hospital located at 701 Sixth Street South, St. Petersburg, Florida ("Hospital"). The 1906 establishment of a facility to respond to the healthcare needs of the community evolved into the City-owned Mound Park hospital which was run by the City until, following the recommendations of a Special Planning Commission, the hospital facility was leased to Bayfront Medical Center, Inc., a Florida not for profit corporation ("BMC"), currently a wholly owned subsidiary of Bayfront Health System, Inc., a Florida not for profit corporation ("BHS"), that has operated and expanded its medical services at this location since 1968.

From its modest beginnings in 1906, the current Hospital is a not-for-profit, teaching hospital providing comprehensive medical services including trauma and emergency care; obstetrics and gynecology; cardiology; orthopedics; neurosciences; rehabilitation and cancer care. It is one of 24 state-designated Level II adult and pediatric trauma centers in the State of Florida and the only one in Pinellas County. The Hospital is also home to Bayflite, an air medical helicopter transport program that began operations in 1986. It is the largest hospital-based flight program in the Southeast United States and brings life-saving trauma care to thousands in a 15-county region.

From the 1968 lease with the City through the current 1983 lease, as amended, BMC's mission has continued to improve quality healthcare for all it serves and stands as one of the pre-eminent hospitals in the state with ±480 beds, some ±600 doctors and a total of more than 2,000 employees. BMC continues to take pride in its ongoing commitment to provide necessary services to those people who do not have insurance and cannot afford to pay.

PRESENT SITUATION

BHS, through its board members, spent much of a two-year process in evaluating options for redefining and repositioning the Hospital to better accommodate the changes and expectations in the healthcare industry in a manner that best meets the ever changing needs of the community, including the continuation of its current charity care policies. BHS informed City Administration as it was initially exploring opportunities for appropriate collaborations or

partnerships that would complement the Hospital's status, history and dedication to the community. As its process comes close to conclusion, BHS believes the joint venture it is embarking upon will accomplish its goal of maintaining the Hospital as the community's pre-eminent provider of health care services of the highest quality for decades to come.

On October 23, 2012, a Letter of Intent to form a strategic partnership for operation of the Hospital was signed by BHS, Health Management Associates, Inc., a Delaware for profit corporation ("HMA") and Shands Teaching Hospital and Clinics, Inc., a Florida not-for-profit corporation ("Shands"). The structure of this arrangement is one in which BHS and HMA, would first form a joint venture entity as a Florida limited liability company owned 80% by a wholly owned subsidiary of HMA and 20% by a wholly owned subsidiary of BHS, with the potential of Shands acquiring a 20% interest in the joint venture in the future. This joint venture entity will then form and own 100% of the second entity to be created which will be the actual Tenant entity for the lease. This tenant entity will be responsible for the operation and management of the Bayfront Hospital.

On November 3, 2012, at a City Council workshop, BHS, HMA and Shands representatives were introduced to the City. At that workshop, a presentation was made by BHS explaining the vision, purpose, and evaluation process leading to the strategic partnership that they were working towards. In addition, the workshop identified the structure of the strategic partnership along with displaying charts to show BHS current and future organizational structures related to the Hospital if the transaction becomes finalized. It was pointed out that formation of the strategic partnership and the related transactions were conditioned upon obtaining City Council approval of a modified lease with the new ownership entity to operate the Hospital on the City-owned property. Other key items of the presentation pointed out that the transaction is mostly a restructure of the ownership entity with no changes to medical staff; that the Bayfront name and brand identity would be retained; and that there would be no changes to the existing Charity Care policy of the Hospital. Further, BHS concludes that the financial strength of its capital partner HMA, together with the clinical and educational partner Shands, will provide the opportunity for an infusion of significant capital for improvements and upgrades to the hospital functions in conjunction with the influence of clinical and educational resources that Shands brings to the community. Through this process, BHS is being repurposed and renamed as Bayfront Health, Education and Research Organization, Inc., a Florida not for profit corporation ("BHERO").

HMA has a proven track record of providing the people, processes, capital and expertise necessary for its hospital and physician partners to fulfill their local missions of delivering superior health care services. HMA currently operates 70 hospitals in 15 states, including 22 hospitals across the state of Florida. An expected benefit of the partnership will be a stronger clinical affiliation between Bayfront Medical Center and the five (5) HMA hospitals located nearby (Brooksville Regional Hospital, Spring Hill Regional Hospital, Venice Regional Medical Center, Charlotte Regional Medical Center, and Pasco Regional Medical Center) with Bayfront

Medical Center being the flagship hospital. HMA publicly announced that the Definitive Agreement for establishing the joint venture was executed on February 6, 2013.

A second City Council workshop was held on January 17, 2013 for the purpose of providing updates on the status of the formation of the partnership, the status of lease negotiations, a review of the eleven (11) business points, and the anticipated schedule for City Council approval once the lease was in final form. Based on the January 17, 2013 workshop an Amended and Restated Lease Agreement ("Lease") was developed for City Council consideration and distributed on February 8, 2013 to City Council.

OVERVIEW OF THE AMENDED AND RESTATED LEASE AGREEMENT

On February 14, 2013 City Council conducted a detailed review and discussion of the Lease with City Staff and representatives from BHS and HMA. The following summary was discussed during the February 14, 2013 review by City Council and addresses the overall business points considered by City Council that became the guiding framework of the Lease.

Tenant: The Lease acknowledges that BHERO and HMA have formed Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company ("Joint Venture Entity") that will be owned 80% by Central Florida HMA Holdings, LLC, a wholly owned subsidiary of HMA and 20% by Bayfront HERO Holdings LLC ("BHH"), a wholly owned subsidiary of BHERO, with the potential for Shands to acquire a 20% interest in the Joint Venture Entity in the future. This Joint Venture Entity has subsequently formed and owns 100% of Bayfront HMA Medical Center, LLC, a Florida limited liability company, which will be the actual Tenant entity that leases and operates the hospital.

Term: Initial term expires June 30, 2063. There are two (2) renewal option terms of ten (10) years each.

Premises: No changes from current leased premises.

Tax status: The Lease no longer requires the tenant to be a not-for-profit entity.

Secular: The Lease requires the Hospital to be operated in a secular manner.

Charity Care: The Lease requires the continuation of charitable care. The current policy is attached to the Lease as an exhibit and requires City Council approval to change in the future.

Board: The Lease continues to require the tenant entity to maintain a Board of Trustees ("Board") of not less than twelve (12) members with sixty percent (60%) being legal residents of the City of St. Petersburg.

In addition the Joint Venture entity ownership can only be changed if it does not reduce the CFHMA equity interest to less than 51% or BHH's equity interest to less than 20% unless approved by City Council. In addition, the voting structure of the Joint Venture requires that CFHMA and BHH will each have an equal number of directors on the Joint Venture's Board of Directors and each such director will have one vote.

Subordination: The Lease provides that Tenant can pledge or lien the leasehold interest but not the City's underlying fee simple ownership. City interest can not be subordinated.

End of term The Lease provides that at the end of the term or earlier termination for the Tenant to turn over to City a fully functional licensed acute care hospital.

Assignment: The Lease provides that Tenant may not assign the Lease or change ownership structure of the ownership interest in Tenant, without City Council's prior approval.

Report: An annual oral report regarding the state of the Hospital and Tenant's ongoing pursuit of its Goals is required to be made to City Council within ninety (90) days of the close of Tenant's fiscal year.

Consideration: The Lease acknowledges the following consideration:

- Nominal monetary rent
 - \$10 per year for the 16 years beyond the current expiration date of the Lease; and
- Non-monetary consideration acknowledged by the City (the services being performed):
 - Operation of a fully functional licensed acute care hospital , for City residents including, but not limited to, the provision of charity care, and
 - The provision of optimal medical and health care services to the general public, together with
 - Continuing to invest in and protect and preserve the Premises.
- Other consideration
 - Involving the fact that at the expiration or earlier termination of the Lease that all real property plus improvements, fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital are surrendered or conveyed to the City.

Defaults: In addition to the normal default provisions the Lease provides for multiple opportunities to cure ending with a dispute resolution process at the highest levels of City and Hospital administrations.

After the February 14, 2013 detailed review and discussion of the Lease with City Council certain modifications were made as depicted in the red-lined version of the Lease distributed contemporaneously with this report.

NOTE: HMA and BHS attorneys have completed their review of the red-lined version of the Lease and have accepted the changes depicted therein. However, staff and representatives of Tenant are in discussions as to the wording to be inserted in the Lease concerning the commitment of the \$100 million investment by HMA during the first five years of the term. The resulting language will be provided to City Council on Tuesday February 19, 2013.

RECOMMENDATION: It is recommended that City Council approve the attached resolution finding that the continued operation of a fully functional licensed acute care hospital and ancillary services to City residents and the general public including, but not limited to, the provision of charity care, and the provision of other community benefits as annually reported by Tenant on the City-owned real property commonly referred to as the Bayfront Medical Center located at 701 - 6th Street South, St. Petersburg ("Premises") pursuant to an Amended and Restated Lease Agreement ("Lease"), and the surrender and / or conveyance to the City at the expiration, or earlier termination of the Lease, of all real property and improvements, and trade fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital, constitutes sufficient consideration for the Lease with Bayfront HMA Medical Center, LLC, a Florida limited liability company, joined by Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company (collectively, "Entities") for the use of the premises for an initial term of fifty (50) years with two (2) options to renew and extend the term of the Lease of ten (10) years each for nominal monetary rent together with non-monetary consideration; finding that the Lease serves a public purpose and is in the best interests of the Affected Community; authorizing the Mayor, or his Designee, to execute the Lease and all other documents necessary to effectuate this transaction after verification by the Mayor and City Attorney that the Entities have been legally created, have demonstrated the ability to perform as contemplated in the Lease, and that the persons executing the Lease have the authority to bind the Entities; authorizing the Mayor, or his Designee, with the consent of the City Attorney to make non-substantial changes to the Lease prior to its execution; and providing an effective date.

ATTACHMENTS: Resolution
Lease (red-lined version)

Resolution No. 2013 - _____

A RESOLUTION FINDING THAT THE CONTINUED OPERATION OF A FULLY FUNCTIONAL LICENSED ACUTE CARE HOSPITAL AND THE PROVISION OF HOSPITAL CARE AND ANCILLARY SERVICES TO CITY RESIDENTS AND THE GENERAL PUBLIC, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CHARITY CARE, AND THE PROVISION OF OTHER COMMUNITY BENEFITS AS ANNUALLY REPORTED BY TENANT, ON THE CITY-OWNED REAL PROPERTY COMMONLY REFERRED TO AS THE BAYFRONT MEDICAL CENTER LOCATED AT 701 - 6TH STREET S., ST. PETERSBURG ("PREMISES") PURSUANT TO AN AMENDED AND RESTATED LEASE AGREEMENT ("LEASE"), AND THE SURRENDER AND / OR CONVEYANCE TO THE CITY AT THE EXPIRATION, OR EARLIER TERMINATION OF THE LEASE, OF ALL REAL PROPERTY AND IMPROVEMENTS, AND TRADE FIXTURES, FURNISHINGS, AND EQUIPMENT NECESSARY TO OPERATE A FULLY FUNCTIONAL LICENSED ACUTE CARE HOSPITAL, CONSTITUTES SUFFICIENT CONSIDERATION FOR THE LEASE WITH BAYFRONT HMA MEDICAL CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY JOINED BY BAYFRONT HMA HEALTHCARE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY (COLLECTIVELY, "ENTITIES"), FOR THE USE OF THE PREMISES FOR AN INITIAL TERM OF FIFTY (50) YEARS WITH TWO (2) OPTIONS TO RENEW AND EXTEND THE TERM OF THE LEASE OF TEN (10) YEARS EACH FOR NOMINAL MONETARY RENT TOGETHER WITH NON-MONETARY CONSIDERATION; FINDING THAT THE LEASE SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTERESTS OF THE AFFECTED COMMUNITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS

TRANSACTION AFTER VERIFICATION BY THE MAYOR AND CITY ATTORNEY THAT THE ENTITIES HAVE BEEN LEGALLY CREATED, HAVE DEMONSTRATED THE ABILITY TO PERFORM AS CONTEMPLATED IN THE LEASE, AND THAT THE PERSONS EXECUTING THE LEASE HAVE THE AUTHORITY TO BIND THE ENTITIES; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE NON-SUBSTANTIAL CHANGES TO THE LEASE PRIOR TO ITS EXECUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City is the owner of a large, metropolitan, acute care hospital located at 701 Sixth Street South, St. Petersburg, Florida known as Bayfront Medical Center ("Hospital"); and

WHEREAS, the Hospital, formerly known as Mound Park Hospital, was run by the City until, following the recommendation of a Special Planning Commission, the hospital facility was leased to Bayfront Medical Center, Inc., a Florida not for profit corporation ("BMC"), currently a wholly owned subsidiary of Bayfront Health System, Inc., a Florida not for profit corporation ("BHS"), that has operated and expanded its medical services at this location since July 8, 1968; and

WHEREAS, the 1968 Lease was terminated and canceled and a new lease was executed by BMC and City on October 15, 1983, and recorded on November 14, 1983, in O. R. Book 5641, Page 1926, et seq., Public Records of Pinellas County, Florida ("1983 Lease"); and

WHEREAS, the 1983 Lease was amended on four occasions 1) increasing the area of the premises leased pursuant to the 1983 Lease that was inadvertently omitted, 2) reducing the area of the leased premises to exclude a portion sold to BMC, 3) modifying the residency requirement of the Board of Directors of BMC and further amending a portion of the legal description, and 4) extending the term of the 1983 Lease to July 1, 2047, further amending the residency requirements of the Board of Directors of BMC and modifying certain other provisions of the 1983 Lease; and

WHEREAS, BHS, through its board members, had spent much of the last two-years in a process evaluating options for redefining and repositioning the Hospital to better accommodate the changes and expectations in the healthcare industry in a manner that best meets the changing needs of the community, including the continuation of its current charity care policies; and

WHEREAS, BHS informed City Administration that it was initially exploring opportunities for appropriate collaborations or partnerships that would complement the Hospital's status, history and dedication to the community; and

WHEREAS, on October 23, 2012, a Letter of Intent to form a strategic partnership for operation of the Hospital was signed by BHS, Health Management Associates, Inc., a Delaware for profit corporation ("HMA") and Shands Teaching Hospital and Clinics, Inc. a Florida not for profit corporation ("Shands"); and

WHEREAS, BHS believes the strategic partnership it is embarking upon will accomplish its goal of maintaining the Hospital as the community's pre-eminent provider of health care services of the highest quality for decades to come; and

WHEREAS, at a City Council workshop held on November 3, 2012 a presentation was made by BHS explaining the vision, purpose, and evaluation process leading to the strategic partnership together with the structure of the strategic partnership; and

WHEREAS, the formation of the strategic partnership and the related transactions were conditioned upon obtaining City Council approval of a modified lease with the new entity to operate the hospital on the City-owned property; and

WHEREAS, the modifications to the existing lease, as amended, entitled Amended and Restated Lease Agreement ("Lease"), restructures the operating entity with no changes to medical staff, retention of the Bayfront name and brand identity and no changes to the existing charity care policy of the Hospital; and

WHEREAS, BHS has been repurposed and renamed as Bayfront Health, Education and Research Organization, Inc. a not for profit corporation ("BHERO"); and

WHEREAS, BHERO and HMA have entered into a definitive agreement to lease and operate the Hospital ("Agreement"), subject to City Council approval of the Lease; and

WHEREAS, under the Agreement, BHERO and HMA have formed Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company ("Joint Venture Entity") that will be owned 80% by Central Florida HMA Holdings, LLC, a wholly owned subsidiary of HMA and 20% by Bayfront HERO Holdings LLC ("BHH"), a wholly owned subsidiary of BHERO, with the potential for Shands to acquire a 20% interest in the Joint Venture Entity in the future; and

WHEREAS, the Joint Venture Entity has formed and owns 100% of another entity, Bayfront HMA Medical Center, LLC, a Florida limited liability company, which will execute the Lease, joined by the Joint Venture Entity, and be the Tenant responsible for the operation and management of the Hospital; and

WHEREAS, the addition of the financial strength of its capital partner, HMA, together with the clinical and educational partner, Shands, will provide the opportunity for an infusion of significant capital for improvements and upgrades to the hospital functions and the addition of clinical and educational resources that Shands brings to the community; and

WHEREAS, a City Council workshop was held on January 17, 2013 for the purpose of providing updates on the status of the formation of the partnership, the status of lease negotiations, a review of eleven (11) business points providing the framework for the Lease, and the anticipated schedule for City Council approval once the Lease was in final form; and

WHEREAS, based on the January 17, 2013 workshop the Lease incorporating the eleven (11) business points discussed with City Council was developed and distributed on February 8, 2013 to City Council; and

WHEREAS, on February 14, 2013 City Council conducted a detailed review and discussion of the Lease with City Staff and representatives from BHS and HMA; and

WHEREAS, based on direction from City Council certain modifications were made to the Lease; and

WHEREAS, Tenant is committed to preserving the Hospital's charitable mission by continuing to provide charity care to needy and underserved persons who are unable to pay for all or a portion of their medical costs; and

WHEREAS, Tenant is committed to providing hospital care and ancillary services to the public at a level equal to or greater than the services currently in existence; and

WHEREAS, Tenant also desires to pursue and fulfill several goals, including (i) growth; (ii) standardization to the industry's best practices; (iii) access to the human, intellectual and financial resources required to be the area's best healthcare provider; and (iv) opportunities to save costs across a broader platform; and

WHEREAS, the consideration for the Lease includes nominal monetary rent of \$160.00 for the extended term together with non-monetary consideration including but not limited to the continued operation of a fully functional licensed acute care hospital and the provision of hospital care and ancillary services to City residents and the general public, including but not limited to the provision of charity care, and the provision of other community benefits as annually reported by tenant, and the surrender and / or conveyance to the City at the expiration, or earlier termination of the lease, of all real property and improvements, and trade fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital; and

WHEREAS, based on the foregoing, this City Council finds that the Lease serves a public purpose and is in the best interests of the persons residing within the geographic boundaries of the City ("Affected Community").

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this City Council finds that the continued operation of a fully functional licensed acute care hospital and the provision of hospital care and ancillary services to City residents and the general public, including but not limited to the provision of charity care and the provision of other community benefits as annually reported by Tenant, on the City-owned real property commonly referred to as the Bayfront Medical Center located at 701 - 6th Street S, St. Petersburg ("Premises") pursuant to an Amended and Restated Lease Agreement ("Lease"), and the surrender and / or conveyance to the City at the expiration or earlier termination of the Term of the Lease of all real property and improvements and trade fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital constitutes sufficient compensation for the Lease with Bayfront HMA Medical Center, LLC, a Florida limited liability company, joined by Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company (collectively "Entities"), for the Lease of the Premises for an initial term of fifty (50) years with two (2) options to renew and extend the term of the Lease of ten (10) years each for nominal monetary rent together with non-monetary consideration serves a public purpose; and

BE IT FURTHER RESOLVED based on the foregoing that this City Council finds that the Lease serves a public purpose and is in the best interests of the persons residing within the geographic boundaries of the City ("Affected Community"); and

BE IT FURTHER RESOLVED, that the Mayor or his Designee is authorized to execute the Lease and all other documents necessary to effectuate this transaction after verification by the Mayor and City Attorney that the Entities have been legally created, have demonstrated the ability to perform as contemplated in the Lease; and that the persons executing the Lease have the authority to bind the Entities; and

BE IT FURTHER RESOLVED, that the Mayor, or his Designee, with the consent of the City Attorney is authorized to make non-substantial changes to the Lease prior to its execution.

This resolution shall be effective immediately upon its adoption.

LEGAL:

Administration



City Attorney (Designee)

Legal: 00170554.doc V. 7



DRAFT

CITY OF ST. PETERSBURG

BAYFRONT MEDICAL CENTER

AMENDED AND RESTATED LEASE AGREEMENT

2013

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Lease

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Lease 02.15.2013.1

1 **AMENDED AND RESTATED LEASE AGREEMENT**

2 **THIS AMENDED AND RESTATED LEASE AGREEMENT**, ("Lease") made this
3 _____ day of _____, 20__ by, among, and between the CITY OF ST.
4 PETERSBURG, FLORIDA, a Florida municipal corporation ("City"), and **Bayfront HMA**
5 **Medical Center, LLC**, a Florida limited liability company ("Tenant"), (individually, a "Party"
6 and collectively, "Parties"), and **Bayfront HMA Healthcare Holdings, LLC**, a Florida limited
7 liability company ("Joint Venture") and is made with reference to the following facts:

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8 **RECITALS**

9 **WHEREAS**, City is the owner of a large, metropolitan, acute care health facility located
10 at 701 Sixth Street South, St. Petersburg, Florida; and

11 **WHEREAS**, following the recommendation of a Special Planning Commission, City
12 leased certain real property and improvements to Bayfront Medical Center, Inc., a Florida not
13 for profit corporation ("BMC") pursuant to the terms and conditions of that certain Lease
14 Agreement, dated July 8, 1968 ("Former Lease"); and

15 **WHEREAS**, the Former Lease was terminated and canceled and a new lease was
16 executed by BMC and City ("**1983 Parties**") on October 15, 1983, and recorded on November 14,
17 1983, in O. R. Book 5641, Page 1926, et seq., Public Records of Pinellas County, Florida ("**1983**
18 **Lease**"); and

19 **WHEREAS**, the 1983 Parties executed a Lease Amendment to the 1983 Lease on June 7,
20 1984 ("**First Amendment**") that increased the area of the premises leased pursuant to the 1983
21 Lease that was inadvertently omitted from the 1983 Lease; and

22 **WHEREAS**, the 1983 Parties executed a Second Amendment to the 1983 Lease on
23 August 12, 1993 ("**Second Amendment**") recorded in O. R. Book 8370, Pages 186, et seq., Public
24 Records of Pinellas County, Florida that reduced the area of the leased premises to exclude a
25 portion referred to in the Second Amendment as the "**Sale Premises**"; and

26 **WHEREAS**, the 1983 Parties executed a Third Amendment to the 1983 Lease on July 1,
27 1994 ("**Third Amendment**") that was not recorded in the Public Records of Pinellas County,
28 Florida, that amended the 1983 Lease to modify the residency requirement of the Board of
29 Directors of BMC and further amended a portion of the legal description; and

30 **WHEREAS**, the 1983 Parties executed a Fourth Amendment to 1983 Lease ("**Fourth**
31 **Amendment**") on May 27, 1997, that extended the term of the 1983 Lease to July 1, 2047, further
32 amended the residency requirements of the Board of Directors of BMC and modified certain
33 other provisions of the 1983 Lease and which was recorded in O. R. Book 17696, Pages 2571, et
34 seq. in the Public Records of Pinellas County, Florida; and

35 **WHEREAS**, Bayfront Health System, Inc., a Florida not for profit corporation ("**BHS**"),
36 Shands Teaching Hospital and Clinics, Inc., a Florida not for profit corporation ("**Shands**"), and

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1 Health Management Associates, Inc., a Delaware for profit corporation (“HMA”) have formed a
2 strategic partnership; and

3 ~~WHEREAS, BHS and HMA through their wholly owned subsidiaries own Joint~~
4 ~~Venture, and Joint Venture owns 100% of the equity of Tenant in clinical and educational~~
5 ~~affiliation with Shands; and~~

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Deleted: a Florida limited liability company that

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6 ~~WHEREAS, BHS has been repurposed and renamed as Bayfront Health, Education and~~
7 ~~Research Organization, Inc. a not for profit corporation (“BHERO”) and all references in this~~
8 ~~Lease to BHS shall be deemed to refer to BHERO and all references to BHERO shall be deemed~~
9 ~~to refer to BHS; and~~

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10 WHEREAS, Tenant is the licensed operator of Bayfront Medical Center (“Hospital”)
11 under the Florida Agency for Health Care Administration (“ACHA”) and shall remain the
12 licensed operator of the Hospital for the Term of this Lease; and

13 WHEREAS, Joint Venture is a signatory to this Lease for the limited purposes of
14 acknowledgement of its agreement to be bound by the provisions set forth in paragraphs 7.3,
15 28.4, 31.6, 42 and 54 of this Lease; and

16 WHEREAS, Tenant is committed to preserving BMC’s charitable mission by continuing
17 to provide charity care to needy and underserved persons who are unable to pay for all or a
18 portion of their medical costs, as further described herein; and

19 WHEREAS, Tenant is committed to providing healthcare services to the public at a level
20 equal to or greater than the services that exist as of the Commencement Date; and

21 WHEREAS, Tenant also desires to pursue and fulfill several goals, including (i) growth;
22 (ii) standardization to the industry’s best practices; (iii) access to the human, intellectual and
23 financial resources required to be the area’s best healthcare provider; and (iv) opportunities to
24 save costs across a broader platform (collectively, “Goals”); and

25 WHEREAS, the Parties desire to execute an Amended and Restated Lease Agreement
26 consistent with the foregoing recitals and subject to the terms and conditions set forth below.

27 NOW THEREFORE, in consideration of the mutual covenants contained herein, the
28 Parties hereto agree as follows:

29 1. **RECITALS.** The statements contained in the recitals of fact set forth above (collectively, the
30 “**Recitals**”) are true and correct and the Recitals are, by this reference, made a part of this
31 Lease.

32 2. **EXHIBITS.** The exhibits attached to this Lease are, by this reference, made a part of this
33 Lease.

34 3. **AGREEMENT OF LEASE.** City does hereby lease to Tenant and Tenant does hereby lease
35 from City, for the Term, as is hereinafter defined in paragraph 6 of this Lease, and subject to

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1 and on the terms and conditions hereinafter expressed, the Premises, as hereinafter defined
2 in paragraph 4 of this Lease.

3 **4. DESCRIPTION OF PREMISES.**

4 4.1. In General. In addition to the real property legally described in the attached **Exhibit "A"**
5 (**"Real Property"**), the Premises leased pursuant to this Lease includes (i) all ingress,
6 egress and approaches thereof and thereto (collectively, **"Accessways"**); (ii) all
7 improvements, including but not limited to buildings (collectively, **"Facilities"**) which
8 are now or which may hereafter be placed on the Real Property, which Facilities
9 currently include hospital buildings (collectively, **"Hospital Facility"**) and a parking
10 garage (**"Parking Facility"**). The Real Property, the Fixtures as defined in paragraph 4.2
11 of this Lease, the Facilities (including the Hospital Facility and the Parking Facility), and
12 the Accessways are hereinafter collectively called the **"Premises"**. The Premises shall at
13 all times be owned by City.

14 4.2. Fixtures. **"Fixtures"** shall mean personalty that has been attached to the Premises in
15 such a way as to be part of the Premises and its removal would damage the Premises or
16 reduce or destroy the efficacy of such personalty. Fixtures, for the purposes of this
17 Lease, shall include but not be limited to heating, ventilation and air conditioning
18 (**"HVAC"**), electrical wiring, IT cabling, plumbing, and fire sprinklers.

19 4.3. Exceptions. The Parties hereby acknowledge that the Premises are leased by Tenant
20 subject to City's rights in and control over all existing rights of way, easements and
21 other encumbrances, and City's existing and future right to install, lay, construct,
22 maintain, repair and operate such sanitary sewers, drains, storm water sewers,
23 pipelines, manholes, connections, water, oil or gas pipelines, and telephone, telegraph
24 and power lines, and such other appliances and appurtenances necessary or convenient
25 to use in connection therewith, over, in, on, through, across and along the Premises, or
26 any part thereof, provided that in taking any such actions City shall attempt to
27 minimize interference with business operations of Tenant on said Premises

28 **5. COMMENCEMENT DATE.** This Lease shall be effective on the date the last one of the
29 Parties executes and delivers this Lease (**"Commencement Date"**).

30 **6. TERM; EXPIRATION DATE; RENEWAL TERMS.**

31 6.1. Term. The initial term (**"Initial Term"**) of this Lease shall start on the Commencement
32 Date, and shall expire on June 30, 2063 (**"Expiration Date"**).

33 6.2. Renewal Terms. Notwithstanding the foregoing:

34 6.2.1. Tenant shall have the option to renew and extend the Initial Term of this Lease for
35 a period of ten (10) years (**"First Renewal Term"**) beginning upon the expiration of
36 the Initial Term, provided Tenant is in compliance with this Lease at the time the

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1 notice of the exercise of the option is delivered to City, and further provided that
2 Tenant must exercise this option by delivering notice of exercise of this option to
3 City not more than four (4) years prior to the expiration of the Initial Term and not
4 less three (3) years before expiration of the Initial Term.

5 6.2.2. Provided the option for the First Renewal Term shall have been exercised, Tenant
6 shall have the further option to renew and extend the Term of this Lease for a
7 second renewal term of ten (10) years ("**Second Renewal Term**") beginning upon
8 the expiration of the First Renewal Term, provided Tenant is in compliance with
9 this Lease at the time the notice of the exercise of the option is delivered to City and
10 further provided that Tenant must exercise this option by delivering notice to City
11 not more than four (4) years prior to the expiration of the First Renewal Term and
12 not less than three (3) years prior to the expiration of the First Renewal Term.

13 6.2.3. Any reference in this Lease to the "**Term**" or the "**Term of this Lease**" shall be
14 deemed to include the Initial Term and any renewal term properly exercised by
15 Tenant in accordance with this Lease.

16 7. CONSIDERATION.

17 7.1. Non-monetary Consideration. City hereby acknowledges that a portion of the
18 consideration flowing to it under this Lease is the continued operation of a fully
19 functional licensed acute care hospital, medical and ancillary services to be provided by
20 Tenant to City's residents (including but not limited to the provision of charity care
21 pursuant to paragraph 10.2.12), and the provision of optimal medical and health care
22 services to the public and the community benefit as annually reported by Tenant.
23 Additionally, Tenant shall be required to continue to invest in and protect and preserve
24 the Premises.

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25 7.2. Monetary Consideration.

26 7.2.1. Rent. Basic annual rent is computed at the rate of Ten Dollars (\$10.00).

27 7.2.1.1. Within fifteen (15) days after the Commencement Date, Tenant shall pay to
28 City for the Premises the sum of One Hundred Sixty Dollars (\$160.00) which
29 represents the balance of the basic annual rent due for the Initial Term
30 ("**Remaining Basic Rent**") which shall be sent to City at the address set forth
31 in paragraph 55 of this Lease. It is acknowledged that pursuant to the terms of
32 the 1983 Lease, BMC had previously paid all installments of basic annual rent
33 through and including June 30, 2047 (which had been the expiration date of
34 the 1983 Lease) and on receipt of the Remaining Basic Rent from Tenant, all
35 basic annual rent shall have been paid for the entire Initial Term.

36 7.2.1.2. During any renewal term then in effect, Tenant shall pay to City for the
37 Premises a basic annual rent in the amount of Ten Dollars (\$10.00) per year,
38 due and payable to City in the aggregate amount of One Hundred Dollars

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1 (\$100.00) for each renewal term then in effect, prior to the commencement
2 date of any renewal term then in effect, at the address set forth in paragraph
3 55 of this Lease.

4 7.2.2. Additional Rent. All taxes, charges, costs, and expenses that Tenant assumes or
5 agrees to pay or is required to pay, together with all interest and penalties that may
6 accrue thereon in the event of the failure of Tenant to pay those items, and all other
7 damages, costs, expenses, and sums that City may suffer or incur, or that may
8 become due, by reason of any default of Tenant or failure by Tenant to comply
9 with the terms and conditions of this Lease shall be deemed to be "**Additional**
10 **Rent**."

11 7.2.3. Net Rental. Except as specifically otherwise provided herein, the basic annual rent
12 and any Additional Rent payment due by Tenant under this Lease shall be net
13 rental to City, free from all charges of any kind or description whatsoever imposed
14 on the Premises, or which may hereafter arise during the Term, or be incurred in
15 the upkeep, operation and maintenance of the Premises, or arising out of the use
16 thereof during the Term.

17 7.3. Other Consideration. At the expiration or earlier termination of this Lease, Tenant shall
18 surrender such property and take such actions required by paragraph 28 of this Lease
19 in accordance therewith. It is the intention of the Parties that such surrender and
20 actions by Tenant shall enable City to continue to have a fully functional licensed acute
21 care hospital.

22 8. **COSTS AND EXPENSES**. Except as otherwise expressly provided in this Lease, all costs
23 expenses and obligations of every kind or nature whatsoever relating to the Premises, which
24 may arise or become due during the Term, shall be paid by Tenant.

25 **9. PERMITTED USE.**

26 9.1. On and after the Commencement Date, Tenant shall use and occupy said Premises for
27 the purpose of operating a fully functional licensed acute care hospital and providing
28 optimal medical and health care services to the public pursuant to the AHCA license, or
29 any applicable subsequent governmental healthcare license, including but not limited
30 to providing services pursuant to Tenant's Charity Care Policy, hereinafter defined in
31 paragraph 10.2.12 of this Lease, using the Premises in such a manner as to continue to
32 invest in and protect and preserve the Premises throughout the Term of this Lease.
33 Additionally, Tenant may use and occupy the Premises for any supporting purposes
34 that are ancillary to or related to the provision of health care in general, including, but
35 not limited to: (i) professional office buildings, health care related education,
36 pharmacies, concessions for the primary purpose of providing services to patients,
37 visitors and employees of the Hospital, and the provision of other products or services
38 in the health care field; and, (ii) operations associated with the Premises including
39 administration and finance services, medical and non-medical staffing, equipment,

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1 inventory, furnishings, supplies and renovations. All of the uses set forth in paragraph
2 9 are collectively referred to in this Lease as “Permitted Use”.

3 9.2. The Parties recognize that during the Term of this Lease the health care system and the
4 nature of health care, and consequently the Hospital's role in same, may change
5 pursuant to changes in the law, economic forces, technology, and other factors. Tenant
6 ~~shall~~ apprise City of any such changes ~~that may require an amendment to the Lease and~~
7 ~~may~~ make recommendations to City as to whether this Lease should be amended to
8 address such changes. The Parties shall negotiate in good faith to attempt to reach
9 mutually acceptable methods to address such changes. Notwithstanding the foregoing,
10 this Lease shall remain unchanged and in full force and effect unless and until this
11 Lease is amended in accordance with paragraph 31.1 of this Lease.

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12 10. REPRESENTATIONS AND WARRANTIES.

13 10.1. Of City. City hereby represents and warrants that, during the Term:

14 10.1.1. City is the record and equitable owner of the Premises and that, except as set
15 forth elsewhere in this Lease, the Premises are free from encumbrances which
16 restrict City's right and power to execute this Lease.

17 10.1.2. City has the right and power to make this Lease without the consent or
18 agreement of any other person or entity.

19 10.1.3. City shall execute or procure any further or necessary assurances of title that are
20 reasonably required for the protection of Tenant.

21 10.1.4. City shall not construct, own, or operate another hospital in the City of St.
22 Petersburg. Notwithstanding the foregoing, it is understood that (i) City shall
23 continue to have all rights to act in its municipal capacity as the governing body of
24 the City of St. Petersburg, including but not limited to administrative, legislative,
25 quasi-judicial, and proprietary functions ~~(e.g., leasing City property to another~~
26 ~~hospital)~~, and (ii) City may develop or assist in the development of healthcare
27 facilities, medical services and wellness programs designed to provide healthcare
28 and medical services to City employees, family members of City employees and
29 City retirees.

30 10.2. Of Tenant. Tenant hereby represents and warrants that, during the Term:

31 10.2.1. Tenant shall maintain and operate the Hospital pursuant to the AHCA license or
32 any applicable subsequent governmental healthcare license and provide hospital
33 care for the public through the use of the Facilities located on the Premises and
34 other facilities developed on or off the Premises operating under such license ~~solely~~
35 ~~for the Permitted Use~~.

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1 10.2.2. Tenant shall use all reasonable efforts to maintain Tenant's designation of at least
2 a Level II trauma center, or such equivalent designation as may be established by
3 the State of Florida from time to time.

4 10.2.3. Tenant shall provide emergency room facilities twenty four (24) hours per day,
5 every day of the year.

6 10.2.4. Tenant shall provide all FF&E, as hereinafter defined, supplies, and services
7 necessary to maintain and operate the Hospital and own all such FF&E subject only
8 to standard commercial financing or standard commercial leasing.

9 10.2.5. Tenant shall maintain the continued accreditation of the Hospital by the Joint
10 Commission on Accreditation of Hospitals or any other accreditation organizations
11 approved by the Centers for Medicare & Medicaid Services ("**CMS**") or its
12 successor agency.

13 10.2.6. Tenant shall operate the Hospital pursuant to the AHCA license or any applicable
14 subsequent governmental healthcare license in such a manner as to provide the
15 residents of City of St. Petersburg with quality health care services consistent with
16 reasonable and prudent industry standards, including but not limited to Title XVIII
17 of the Social Security Act HEALTH INSURANCE FOR THE AGED AND
18 DISABLED ("**Medicare**") and Title XIX of the Social Security Act GRANTS TO
19 STATES FOR MEDICAL ASSISTANCE PROGRAMS ("**Medicaid**").

20 10.2.7. Tenant shall operate the Hospital without regard to race, creed, color, sex,
21 national origin, sexual orientation, handicap, gender identity or expression, or age.

22 10.2.8. Tenant shall operate the Hospital pursuant to the AHCA license or any applicable
23 subsequent governmental healthcare license as a secular hospital and ensure that
24 all Permitted Uses are conducted in a secular manner (whether conducted by
25 Tenant or any sublessee, assignee or any other party). Tenant acknowledges and
26 agrees that no religious organization or denomination shall have the right or
27 power, by contract or otherwise, to impose controls or direct the policies,
28 procedures, administration, services or personnel of the Hospital or otherwise
29 related to use of the Premises or the provision of services provided therein.

30 10.2.9. Tenant shall provide emergency medical services of reasonable scope to the
31 residents of City, regardless of their ability to pay.

32 10.2.10. Tenant shall maintain a Board of Trustees ("**Board**") of not less than twelve (12)
33 members. Sixty percent (60%) of the Board members shall be legal residents of the
34 City of St. Petersburg. The remaining forty percent (40%) of said Board members
35 and ex officio members of the Board, including but not limited to the Chief of
36 Tenant's Medical Staff and the President (or the chief executive officer) of Tenant,
37 shall not be required to be legal residents of the City of St. Petersburg.

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1 Notwithstanding any provision herein, no more than fifty percent (50%) of the
2 members of the Board shall be engaged in the practice of medicine.

3 10.2.11. Tenant shall provide a current and accurate roster to City, without demand or
4 notice, of the name and contact information, including residency, of the members
5 of the Board. Tenant also shall promptly provide City with an updated roster
6 whenever there is a change in the membership of the Board or a change in the
7 contact information or residency of a Board member.

8 10.2.12. Tenant shall comply with the Charity Care Policy set forth in **Exhibit "B"**
9 attached hereto and made a part of this Lease ("**Charity Care Policy**"), including
10 but not limited to maintaining charity care consistent with the Charity Care Policy.
11 Tenant shall not modify the Charity Care Policy except pursuant to an amendment
12 to this Lease made in accordance with paragraphs 31.1 and 46 of this Lease;
13 provided, however, that if Tenant is required to modify the Charity Care Policy to
14 comply with applicable Laws, as hereinafter defined, within a period of time that
15 does not allow Tenant to obtain an amendment to this Lease made in accordance
16 with paragraphs 31.1 and 46 of this Lease prior to such modification (which shall
17 not in and of itself constitute a default of this Lease), Tenant shall so notify City and
18 the Parties shall address the effect of the modification of the Charity Care Policy in
19 accordance with paragraph 9.2 of this Lease, including but not limited to
20 negotiating in good faith to determine the amount and nature of replacement
21 consideration if necessary. Notwithstanding the foregoing but subject to paragraph
22 25.3, City shall have the right to terminate this Lease in the event any modification
23 to the Charity Care Policy due to a change in applicable Laws, as hereinafter
24 defined, has the effect of reducing the eligibility threshold for charity care below
25 the eligibility threshold for charity care as of the Commencement Date (200% of the
26 federal poverty level). City shall cooperate with Tenant in participating in any
27 state or federal programs designed to increase access for the poor, except that City
28 shall be under no obligation to expend any public funds in so doing.

29 10.2.13. Tenant shall appoint a liaison to City Administration to advise City of
30 significant matters related to the Hospital, respond to inquiries related to this
31 Lease, and share information that may be beneficial to the Parties.

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32 10.3. Conflict of Interest. Tenant shall comply with its Conflict of Interest Policy set forth in
33 **Exhibit "C"** hereto and made a part of this Lease ("**Conflict of Interest Policy**"). Tenant
34 shall not amend the Conflict of Interest Policy except pursuant to an amendment to this
35 Lease made in accordance with paragraphs 31.1 and 46 of this Lease.

36 11. REPAIRS; ALTERATIONS; MAINTENANCE.

37 11.1. Repairs. Tenant shall, during the Term:

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1 11.1.1. Promptly make all repairs and perform all maintenance in and to the Premises
2 that are necessary in order to keep the Premises in good order and repair and in a
3 safe, dry, tenantable and sanitary condition; and

4 11.1.2. Keep all sidewalks, curbs, entrances, passageways, parking areas and all other
5 portions of the Premises in a clean, orderly, and sanitary condition.

6 11.2. Alteration. In addition to the maintenance and repairs required to be made pursuant to
7 paragraph 11.1 of this Lease, Tenant may, at its sole cost and expense, make any
8 additions, alterations, installations, improvements, or decorations in or to the Premises
9 (collectively, "**Alterations**"). Alterations shall be performed in a good and workmanlike
10 manner in accordance with the terms and conditions of this Lease and all applicable
11 Laws (hereinafter defined) and insurance requirements.

12 11.3. No Liens. Tenant shall not subject the Premises to construction, mechanic's or
13 materialman liens, or any other type of lien. The existence of any such lien, which lien is
14 not discharged by Tenant, or bonded off within thirty (30) days of the receipt of notice
15 by Tenant of such lien, shall be a default of this Lease. Notice is hereby given that no
16 contractor, subcontractor or any other person who may furnish any material, service or
17 labor for any building, improvement, alteration, repairs or any part thereof, or for the
18 destruction or removal of any building or structure, shall at any time be or become
19 entitled to any lien on or against the Premises. **ALL PERSONS PERFORMING WORK,
20 LABOR, OR SUPPLYING MATERIALS ON OR IN THE PREMISES, SHALL LOOK
21 SOLELY TO THE INTEREST OF TENANT AND NOT TO THAT OF CITY FOR
22 AMOUNTS OWED.** All contracts for work on the Premises performed on behalf of
23 Tenant must contain an acknowledgement by contractor that contractor shall look to
24 the Tenant's interest or to any bond required pursuant to Florida Statutes 255.05, or
25 successor laws, as proper recourse for the construction claims and not by filing a lien
26 against the Premises. Before the recording of a notice of commencement for
27 improvements on or to the Premises, Tenant shall post a notice at the site of the relevant
28 work setting forth, at a minimum, the contents of this paragraph 11.3.

29 11.4. Florida Statutes Section 255.05. All contracts for improvements to the Premises shall
30 provide for a payment and performance bond in accordance with Florida Statutes
31 Section 255.05, BOND OF CONTRACTOR CONSTRUCTING PUBLIC BUILDINGS;
32 FORM; ACTION BY CLAIMANTS or successor laws.

33 **12. CITY'S INSPECTION RIGHTS TO PREMISES; REQUESTS FOR BOOKS AND
34 RECORDS; FINANCIAL REPORTING; GOVERNMENTAL NOTICES.**

35 12.1. As to Premises. City shall have access to the Premises in company with an agent of
36 Tenant at any and all reasonable times for the purpose of inspecting the Premises or to
37 carry out any of City's rights described in this Lease or to otherwise determine Tenant's
38 compliance with this Lease, subject to the security requirements of Tenant.

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1 12.2. Records Request. City shall have the right to provide Tenant a notice (“**Records**
2 **Request Notice**”) requesting records, documents or other materials (collectively,
3 “**Records**”) to demonstrate Tenant’s compliance with specific provision(s) of this Lease.
4 Following City’s delivery of a Records Request Notice, Tenant shall promptly provide
5 City with such records, documents or other materials in its possession that are
6 reasonably necessary to demonstrate its compliance with the specified Lease
7 provision(s), except those Records that are confidential under applicable Laws,
8 including but not limited to trade secrets, or attorney client work product. Tenant shall
9 provide City access to such records, documents or other materials at the Premises or
10 any other mutually acceptable location within the City of St. Petersburg. Such access
11 shall be granted during normal business hours and on such dates and at such times as
12 may be agreed to by Tenant and City. City agrees that if it reviews any records,
13 documents or other materials provided by Tenant under this paragraph 12.2 at the
14 Premises, City shall not unreasonably interfere with Tenant’s operations.

15 12.3. Financial Reporting. Within one hundred eighty (180) days of the close of Tenant’s
16 fiscal year, Tenant shall provide City with a copy of the financial information related to
17 the Hospital that was included in Tenant’s and its affiliates’ annual report submitted to
18 the AHCA, or any successor agency.

19 12.4. Annual Oral Report. Within ninety (90) days of the close of Tenant’s fiscal year, Tenant
20 shall provide an annual oral report to the City of St. Petersburg City Council (“**City**
21 **Council**”) regarding the state of the Hospital and Tenant’s ongoing pursuit of its Goals,
22 including but not limited to metrics used to report levels of charity care and Tenant’s
23 compliance with the Charity Care Policy, the then current levels of Medicare and
24 Medicaid patients, Tenant’s accreditation status, quantification of its health education,
25 Tenant’s relationship with its partners, significant Hospital and healthcare
26 improvements, future plans, and other information requested by City Council or the
27 Mayor.

28 12.5. Governmental Notices. Tenant shall promptly provide City with copies of any notice
29 from any local or state government or authority or federal government or authority of
30 the United States of America, if such notice: (i) threatens or demands revocation or
31 suspension of Tenant’s license to operate the Hospital; (ii) threatens or demands
32 exclusion of Tenant from the Medicare or Medicaid programs, or other governmental
33 healthcare programs; (iii) threatens to or imposes a financial penalty where the outcome
34 of such could result in a monetary loss in excess of \$1,000,000, or (iv) advises Tenant of
35 the commencement of an investigation of Tenant where the outcome of such could
36 result in a monetary loss in excess of \$1,000,000.

37 13. **FURNITURE, TRADE FIXTURES AND EQUIPMENT**. Throughout the Term, all
38 Furniture, Trade Fixtures and Equipment (as defined below) shall be assets of Tenant
39 subject to the terms and conditions of this Lease. Furniture, Trade Fixtures and Equipment
40 (as defined below) are collectively referred to herein as “FF&E”.

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1 13.1. **“Trade Fixture”** shall mean movable personalty (not including Fixtures) which is in, at,
2 on or attached to the Premises or Ancillary Real Estate, as hereinafter defined, and
3 which is used in connection with the Permitted Use. Trade Fixtures shall be owned or
4 leased by the Tenant.

5 13.2. **“Furniture”** shall mean furniture (not including Fixtures) placed or installed in, at, or
6 on the Premises or Ancillary Real Estate, as hereinafter defined, and used in connection
7 with the Permitted Use. Furniture shall be owned or leased by the Tenant.

8 13.3. **“Equipment”** shall mean equipment (not including Fixtures) placed or installed in, at,
9 or on the Premises or Ancillary Real Estate, as hereinafter defined, and used in
10 connection with the Permitted Use, including, but not limited to, any apparatus,
11 paraphernalia, or accoutrement, used for a specific purpose by Tenant in carrying out
12 the Permitted Use (e.g., medical equipment such as CT Scanners, MRI and X-ray
13 machines). Equipment shall be owned or leased by the Tenant.

14 13.4. Notwithstanding the foregoing, FF&E shall not include any computer software
15 licensed or owned by HMA or Tenant or their respective affiliates and used in
16 connection with the Permitted Use or otherwise (**“Tenant Software”**), except to the
17 extent that such Tenant Software may be related to the physical hospital plant (e.g.,
18 HVAC, electrical, elevator and security systems).

19 14. **INDEBTEDNESS.** It is the intention of the Parties that at the expiration or earlier
20 termination of this Lease, a fully functional licensed acute care hospital, free and clear of all
21 liens and encumbrances except as set forth in this Lease, be surrendered to City in
22 accordance with the provisions of paragraph 28 of this Lease.

23 14.1. In General. Subject to the terms and conditions of this paragraph 14, Tenant and its
24 permitted successors or assigns shall have the right through any financing technique to
25 borrow and incur indebtedness and pledge Tenant’s leasehold interest in this Lease
26 (**“Tenant’s Leasehold Interest”**) as collateral to secure any such financing. In no event
27 shall any such financing (or any pledge of Tenant’s Leasehold Interest as collateral to
28 secure any such financing) have a term which extends beyond the Term of this Lease.

29 14.2. FF&E. No financing or encumbrance of FF&E, except standard commercial leasing,
30 shall extend beyond the Term of this Lease.

31 14.3. Subordination of Tenant’s Financing; No Subordination of City’s Fee Interest or this
32 Lease. City and Tenant expressly agree that any financing obtained by Tenant which
33 involves any pledge of Tenant’s Leasehold Interest to collateralize same, together with
34 any and all modifications, amendments, renewals and extensions thereof, are, shall be
35 and shall remain in all respects subject and subordinate to City’s fee ownership interest
36 of the Premises. At no time shall City’s fee title in the Premises or City’s interest in this
37 Lease be subordinated in any manner to any financing obtained by Tenant or to the

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1 interests of any leasehold mortgagee or any other lienholder of Tenant or any person
2 claiming by or through Tenant (any such party is hereinafter called “**Tenant’s Lender**”).

3 14.4. Notice of Tenant’s Lender. Tenant shall provide City with notice of the name and
4 address of Tenant’s Lender promptly following Tenant’s consummation of any
5 financing arrangement with Tenant’s Lender.

6 14.5. Notices of Default; Opportunities to Cure. Provided City has received the notice
7 required by paragraph 14.4 of this Lease, City covenants and agrees to give to any
8 Tenant’s Lender at the latest address provided by Tenant, at the same time as and
9 whenever City shall deliver to Tenant, a copy of any notice of default by Tenant in
10 accordance with paragraph 25.2 of this Lease. No such notice to Tenant shall be deemed
11 to have been duly given by City unless and until a copy of such notice has also been
12 given to Tenant’s Lender. Tenant’s Lender shall have the right, but not the obligation,
13 within the time period allowed to Tenant, to remedy or cause to be remedied such
14 default in accordance with this Lease and City shall accept performance by Tenant’s
15 Lender in accordance with this Lease as if the same had been performed by Tenant. No
16 default by Tenant in performing work required to be performed, acts to be done or
17 conditions to be remedied shall be deemed to exist if Tenant’s Lender has cured the
18 default in accordance with the cure provisions under paragraph 25.2 of this Lease.
19 Tenant hereby constitutes and appoints Tenant’s Lender as its agent in Tenant’s name,
20 place and stead, to enter on the Premises and make any repairs thereto, maintain the
21 same, remove any violations of law or to otherwise perform all of the terms, covenants
22 and conditions required by the terms of this Lease and any financing documents
23 executed and delivered by Tenant to Tenant’s Lender.

24 14.6. Limitations. Tenant’s right to secure indebtedness by granting a security interest in
25 Tenant’s Leasehold Interest or pledging the revenues generated by all or a portion of
26 the Premises is subject to the following limitations:

27 14.6.1. The proceeds from any indebtedness which is secured by a security interest in
28 Tenant’s Leasehold Interest or a pledge of revenues generated by all or a portion of
29 the Premises shall only be utilized for any purpose which is necessary or
30 convenient to the provision of health care or health care related services in St.
31 Petersburg, whether to the public, other institutions (including other corporations,
32 partnerships, or individuals) or medical professionals. Such purposes shall include,
33 but not be limited to, acquisition or construction of improvements to the Hospital
34 Facility, parking improvements, professional offices, medical laboratories,
35 pharmacies or any other ancillary improvements (collectively, “**Financed
36 Improvements**”), including the costs of indebtedness as well as any reasonably
37 required reserve funds. All Financed Improvements shall be located on the
38 Premises.

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1 14.6.2. Nothing contained in this Lease shall be construed as a subordination of City's
2 fee interest in the Premises or its reversionary interest pursuant to this Lease, and
3 Tenant shall not take any action to encumber such fee interest.

4 14.7. City Use of Premises as Collateral. During the Term, City shall not have the right to use
5 the Premises as collateral for any debt financing.

6 15. **TAXES; ASSESSMENTS; LICENSE FEES**. Tenant shall pay when and as due and before
7 delinquency:

8 15.1. Any and all taxes (including but not limited to ad valorem taxes and sales taxes),
9 stormwater fees, and assessments levied, assessed or imposed:

10 15.1.1. Upon Tenant's business conducted on the Premises;

11 15.1.2. Upon any of the FF&E; and

12 15.1.3. Upon the Premises itself, provided, however, that in the last year of the Term, any
13 taxes shall be prorated based on the then current tax assessment.

14 15.2. Tenant shall deliver to City copies of the receipts that show payment of ad valorem
15 taxes and personal property taxes.

16 15.3. All license fees, permit fees, and charges of a similar nature for the conduct of Tenant's
17 business on the Premises or otherwise imposed under applicable Laws (hereinafter
18 defined).

19 16. **UTILITIES**. Tenant shall contract in its own name for utilities, including, but not limited to,
20 electricity, water, sewer, removal and disposal of trash/garbage, reclaimed water and refuse
21 service, telephone, internet service, and cable/satellite television/communication if any,
22 associated with its use of the Premises.

23 17. **ENVIRONMENTAL**.

24 17.1. Definitions. For purposes of this Lease, the following words and phrases shall have
25 the following meaning except where the text clearly indicates a contrary intention:

26 17.1.1. "**Environment**" shall mean soil, surface waters, groundwater, land, and
27 sediments, surface or subsurface strata, and ambient air.

28 17.1.2. "**Environmental Laws**" shall mean the Resource Conservation and Recovery Act
29 of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("RCRA"); the Comprehensive
30 Environmental Response Compensation and Liability Act of 1980, 42 U.S.C.
31 Sections 9601, et seq., as amended (original act known as "CERCLA" or
32 "Superfund", the amendments are known as "SARA"); the HSWA amendments to
33 RCRA regulating Underground Storage Tanks ("UST's"), 42 U.S.C. Sections 6991(I),

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1 as amended; the Clean Air Act of 1963 42 U.S.C. Sections 7401, et seq., as amended
2 (“Clean Air Act”); the Federal Water Pollution Control Act of 1977 and 1987, 33
3 U.S.C. Sections 1251, et seq., as amended (“Clean Water Act”); the Toxic Substances
4 Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended (“TSCA”); the
5 Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as
6 amended (“HMTA”); the Occupational Safety and Health Act, as amended
7 (“OSHA”), 29 U.S.C. Section 655 and Section 657; the Florida Resource Recovery
8 and Management Act, Section 403.701, et seq., Florida Statutes; the Pollutant Spill
9 Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida
10 Statutes, and Chapters 376 and 403, Florida Statutes; and any regulation, rule or
11 ordinance implementing or promulgating the preceding federal and state statutes
12 as well as any future federal, state or local law whose purpose is to protect the
13 Environment, together, in each case, with any amendments thereto.

14 17.1.3. **“Hazardous Material”** shall mean (i) those substances included within the
15 definitions of “Hazardous Substances”, “Hazardous Materials”, “Toxic Substance”,
16 or “Solid Waste” in any Environmental Laws; (ii) those substances listed in the
17 United States Department of Transportation Table (49 CFR 172.101 and
18 amendments thereto) or by the Environmental Protection Agency (or any successor
19 agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii)
20 any materials, waste, or substance which is (a) petroleum, petroleum by products,
21 residuals of petroleum and petroleum degradation byproducts; (b) asbestos; (c)
22 polychlorinated biphenyls; (d) flammable explosives; or (e) radioactive materials;
23 and (iv) such other substances, materials, and wastes which are or become
24 regulated or controlled under any Environmental Laws.

25 17.1.4. **“Release”** shall mean any releasing, spilling, leaking, pumping, pouring,
26 emitting, emptying, discharging, injecting, escaping, leaching, disposing, or
27 dumping into the Environment (including the abandonment or discarding of
28 barrels, containers, and other closed receptacles containing any Hazardous
29 Material).

30 17.2. **Tenant Obligation.** Tenant shall not use, store, generate, transport, dispose, nor cause
31 the Release of, any Hazardous Material in, on or from the Premises, including but not
32 limited to into the ambient air environment or any ditch, stream, conduit, storm sewer
33 or sanitary sewer connected to the Premises or located thereon or knowingly permit
34 any person to engage in such activities in or on the Premises except as used or handled
35 in the operation of Tenant’s businesses and in compliance with Environmental Laws
36 and the National Fire Protection Association (“NFPA”) Code and local fire codes as
37 they may be amended from time to time. For purposes of removal and disposal of any
38 such Hazardous Materials, Tenant shall take all steps necessary to insure that City is
39 not named as the owner, operator or generator, and to the extent required by
40 Environmental Laws, Tenant shall obtain a waste generator identification number, and

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1 shall execute all permit applications, manifests, waste characterization and similar
2 documents and any other required forms.

3 17.3. City Notification. Tenant shall promptly notify City of: (i) any investigation or cleanup
4 taken, demanded or threatened by any governmental or regulatory authority with
5 respect to the Release of any Hazardous Material in or on the Premises or the migration
6 thereof from or to other property, (ii) any demands or claims made or threatened by
7 any party relating to any loss or injury resulting from any Hazardous Material in, on or
8 from the Premises, and (iii) any matters where City is required by Environmental Laws
9 to give a notice to any governmental or regulatory authority respecting any Hazardous
10 Material in, on or from the Premises.

11 17.4. Clean up and Remediation. If any Hazardous Material is Released in, on or from the
12 Premises by Tenant or any other occupant of the Premises whose occupancy arises by
13 or through Tenant or its predecessors under the Former Lease or the 1983 Lease in
14 violation of Environmental Laws, Tenant shall timely notify City and immediately,
15 properly and in compliance with Environmental Laws, clean up and remove the
16 Hazardous Material from the Premises and any other affected property. Such cleanup
17 and removal shall be at Tenant's sole expense.

18 17.5. Environmental Access. Tenant shall allow authorized state and federal environmental
19 personnel, as required by applicable Laws, and City's authorized representatives at a
20 reasonable time and with reasonable notice, access to the Premises for the following
21 purposes:

22 17.5.1. Conducting an environmental audit or other inspections of the Premises.

23 17.5.2. Reviewing and copying of any records that must be kept under any
24 environmental permit.

25 17.5.3. Viewing the facility, equipment, practices, or operations regulated or required
26 under such permit.

27 17.5.4. Sampling or monitoring any substances or parameters at any location subject to
28 any environmental permit or Environmental Laws.

29 17.6. No Limitation. Nothing in this Lease shall be interpreted as limiting City's ability to
30 seek contribution from any potential responsible parties for any environmental
31 violation.

32 **18. INSURANCE.**

33 18.1. Tenant Responsibility; Coverages and Limits. Tenant shall obtain and maintain in
34 effect at all times during the Term:

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1 18.1.1. Tenant's Property Insurance. Property Insurance covering the Premises
2 (including but not limited to all Facilities and Fixtures), all FF&E, and all other
3 property owned, leased, held or possessed by Tenant and contained in the
4 Premises under an "All Risks of Physical Loss" policy in an amount equal to the
5 full replacement cost thereof ("**Replacement Cost Value**"). For the purposes of this
6 Lease, Replacement Cost Value shall be determined by an appraisal performed by
7 an appropriately licensed or certified real estate appraiser, or insurance appraiser,
8 retained by Tenant. City reserves the right to have an additional appraisal
9 performed by another appropriately licensed or certified real estate appraiser or
10 insurance appraiser. If the appraisal conducted at the direction of City determines
11 a higher Replacement Cost Value than Tenant's appraisal, such higher
12 Replacement Cost Value shall be used for purposes of determining the insurance
13 required by paragraph 18.1 of this Lease. In addition to the foregoing, flood
14 insurance and "Named Storm" coverage shall be carried by Tenant in amounts that
15 are available in the marketplace at a commercially reasonable cost.

16 18.1.2. Boiler and Machinery Insurance. Boiler and Machinery insurance providing
17 coverage of pressure vessels, auxiliary piping, pumps and compressors,
18 refrigeration systems, transformers and miscellaneous electrical apparatus on the
19 Premises which present significant potential for loss, in an amount equal to the full
20 replacement cost thereof.

21 18.1.3. Commercial General Liability Policy. Commercial General Liability Policy
22 protecting City against all claims or demands that may arise or be claimed on
23 account of Tenant's use of the Premises in an amount of at least \$10,000,000 per
24 occurrence.

25 18.1.4. Professional Liability. Professional Liability with a minimum policy limit of
26 \$15,000,000.

27 18.1.5. Workers' Compensation and Employers Liability Insurance. Workers'
28 Compensation Insurance in compliance with the laws of the State of Florida.
29 Employers Liability coverage with minimum limits of \$100,000 each accident,
30 \$100,000 each employee and \$500,000 policy limit for disease.

31 18.1.6. Commercial Automobile Liability. Commercial Automobile Liability Insurance
32 with a minimum policy limit of \$5,000,000 combined single limit.

33 18.1.7. General Aviation Liability. General Aviation Liability Insurance with a minimum
34 policy limit of \$5,000,000.

35 18.1.8. Environmental Liability Insurance. Environmental Liability Insurance with a
36 minimum policy limit of \$5,000,000.

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1 18.2. Insurance Requirements. All insurance policies herein required to be procured by
2 Tenant shall:

3 18.2.1. Be effected under enforceable policies issued by insurers licensed to do business
4 in the State of Florida and be rated A-minus ("A-") or better by a rating agency
5 such as A.M. Best or its equivalent. All policies, except Workers' Compensation
6 and Professional Liability policies, shall name City as additional insured, be in
7 occurrence form (except for Professional Liability and Environmental Liability
8 Insurance, which are written on a claims made basis and shall provide a retroactive
9 date to the Commencement Date and an extended reporting period of ninety (90)
10 days), provide contractual liability covering the liability assumed in this Lease and
11 shall not exclude any activity that would normally be associated with uses of the
12 Premises permitted herein without prior Approval. All references to Approval
13 shall be deemed to be Approval as defined in paragraph 43 of this Lease, which
14 Approval shall be granted or withheld in City's sole discretion. Notwithstanding
15 the foregoing, it is understood and agreed that Tenant currently issues some of its
16 insurance coverage through a captive insurance program and as to any such
17 insurance issued by the captive insurance company such captive is not licensed to
18 do business in the State of Florida and is not rated by any agency such as A.M. Best
19 or its equivalent. To the extent that such captive insurance company reinsures any
20 risks, the re-insurers shall be licensed to do business in the State of Florida and be
21 rated A-minus ("A-") or better by a rating agency such as A.M. Best or its
22 equivalent.

23 18.2.2. Contain a provision whereby the insurance companies shall endeavor to provide
24 City with at least thirty (30) days notice prior to cancellation, which notice shall be
25 sent to City at the address set forth in paragraph 55 of this Lease.

26 18.3. Insurance Certificates. With respect to each and every one of the insurance policies
27 herein required to be procured by Tenant, on or before the Commencement Date of this
28 Lease and before any such insurance policy expires, Tenant shall deliver to City
29 certificates of insurance for each such policy or renewal thereof, as the case may be,
30 together with evidence of payment of the premium as may be required to obtain and
31 maintain the coverage required hereunder. Tenant shall notify City promptly if Tenant
32 receives notification of cancellation of any insurance policy, which notice shall be sent
33 to City at the address set forth in paragraph 55 of this Lease.

34 18.4. Tenant's Failure to Deliver. Unless Tenant self-insures as contemplated herein, if
35 Tenant fails promptly to furnish any insurance coverage herein required to be procured
36 by Tenant, City, at its sole option, after ten (10) days notice to Tenant of such failure,
37 has the right to obtain the same on Tenant's behalf and to pay the premium therefore
38 for a period not exceeding one (1) year in each instance; and the premium so paid by
39 City shall be immediately payable by Tenant to City as Additional Rent hereunder
40 pursuant to paragraph 7.2.2 of this Lease.

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1 18.5. Self-Insurance Requirements; Captive Insurance. It is agreed that Tenant shall be in
2 compliance with the terms of this paragraph 18 so long as the total limits of insurance
3 herein required are provided, regardless of the allocation of such limits among
4 underlying or excess policies. In addition, Tenant shall be in compliance with the terms
5 of this paragraph 18.5 should it, in its discretion, choose to self-insure all or any portion
6 of the risks described herein provided that: (a) Tenant complies with all aspects of
7 Florida law regardless of such self-insurance; (b) the financial information to be
8 provided to City on an annual basis pursuant to the terms of paragraph 12.3 of this
9 Lease demonstrates a cumulative net worth of One Hundred Million Dollars
10 (\$100,000,000.00) on the part of Tenant or its related entities; and (c) Tenant's
11 indemnification obligations contained herein in paragraph 22.1 of this Lease are
12 specifically deemed to provide City, for the benefit of City, with the same protection as
13 being an additional insured under the insurance policies as described above. The net
14 worth must also show sufficient cash liquidity to provide for a self insurance program.
15 Notwithstanding anything contained in this paragraph 18 to the contrary, Tenant may,
16 with Approval, adopt alternative risk management and/or insurance programs in lieu
17 of providing the insurance policies specified herein, such programs providing Tenant
18 with the right to self-insure without limit in whole or in part, to participate in programs
19 of captive insurance companies, to participate with other health care institutions in
20 mutual or other cooperative insurance or other risk management programs, to
21 participate in State or Federal insurance programs, to take advantage of State or Federal
22 laws now or hereafter in existence limiting medical and malpractice liability, or to
23 establish other alternative risk management programs. Provided that if City fails to
24 make written objection to Tenant within sixty (60) days of Tenant's written submission
25 of a request for approval of such alternative, City shall be deemed to have approved the
26 request. Provided further that if City does make such objection, Tenant shall have an
27 opportunity to present evidence to City which demonstrates the substantial equivalence
28 of the requested alternative and after submission of such evidence, City shall not
29 unreasonably withhold its Approval.

30 18.6. Excess Coverage. Notwithstanding anything contained in this Lease to the contrary,
31 Tenant, at its sole option, shall have the right to obtain insurance coverage in excess of
32 the amounts or types set forth in this Lease.

33 18.7. City's Right to Review Funding Structure and Financial Conditions. City shall have the
34 right at any time upon reasonable notice and with cooperation of Tenant required
35 therein, to review the funding structure and financial condition of any risk management
36 program, self insurance program, captive insurance program or other insurance and,
37 upon ninety (90) days notice to Tenant, require Tenant to obtain other insurance or risk
38 management programs should City reasonably determine that the funding structure or
39 financial condition of any such insurance company or program is insufficient to insure
40 against the risks outlined in paragraph 18 of this Lease, in the amount set forth herein.

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1 18.8. Changes to Insurance Requirements. Annually during the Term of this Lease, City
2 reserves the right to change the insurance requirements set forth in this paragraph 18.
3 Any such changes must be: (a) negotiated in good faith with Tenant; and (b) for types
4 and amounts of insurance coverages that are available in the marketplace for a
5 commercially reasonable cost. Any changes made to these insurance provisions shall be
6 memorialized in a letter agreement or an amendment to this Lease executed by both
7 Parties.

8 **19. DAMAGE; DESTRUCTION; RESTORATION.**

9 19.1. Minor Event. If a fire or other casualty causes damage to any portion of the Premises,
10 the repair or restoration of which is estimated at two percent (2%) or less of the
11 estimated Replacement Cost Value of the Premises, as established for casualty
12 insurance purposes pursuant to paragraph 18.1.1 of this Lease, Tenant shall apply any
13 insurance proceeds resulting from claims for such losses to repair such damage and
14 may use any excess for any lawful purpose.

15 19.2. Major Event.

16 19.2.1. If the damage is in excess of two percent (2%) of said estimated Replacement Cost
17 Value but hospital services are substantially equivalent to those being provided on
18 the Commencement Date, Tenant within one hundred eighty (180) days after the
19 occurrence of such damage shall notify City of its decision as to whether or not
20 Tenant shall rebuild or restore the damaged portion of the Premises. If Tenant
21 decides to rebuild or restore the damaged portion of the Premises, Tenant shall
22 proceed promptly to rebuild or restore the Premises with such changes, alterations
23 and modifications (including the substitution and addition of other property) as
24 may be desired by Tenant, and shall not impair the character or significance of any
25 portion of the Premises so damaged or destroyed; and City shall cooperate with
26 Tenant to provide for the application of so much of the insurance proceeds as may
27 be necessary to pay the cost of such rebuilding or restoration. Any insurance
28 proceeds remaining after such rebuilding or restoration shall be turned over to or
29 retained by City.

30 19.2.2. In the event damage to the Premises is in excess of two percent (2%) of said
31 estimated Replacement Cost Value and is so extensive that hospital services are no
32 longer substantially equivalent to those being provided on the Commencement
33 Date, then Tenant shall proceed expeditiously to commence to rebuild, restore, or
34 replace the Premises ("**Commence Construction**") and Tenant shall thereafter
35 diligently complete same. Should Tenant fail to Commence Construction within a
36 reasonable length of time from the date of receipt by Tenant of insurance proceeds,
37 City may terminate this Lease and all insurance proceeds shall be turned over to or
38 retained by City. If after Commencement of Construction, City determines that
39 Tenant is not proceeding as expeditiously as is reasonable in rebuilding, restoring

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1 or replacing the Premises, City shall provide Tenant with notice of such failure and
2 shall give Tenant one hundred eighty (180) days from the date of City's delivery of
3 such notice to cure such failure and if Tenant fails thereafter to cure such failure,
4 City may terminate this Lease and all insurance proceeds shall be turned over to or
5 retained by City.

6 19.3. No Restoration. If Tenant elects not to rebuild or restore the portion of the Premises
7 damaged or destroyed pursuant to paragraph 19.2.1 of this Lease, or if Tenant is
8 prevented from doing so because of its inability to obtain any required approvals from
9 State, Federal or other governmental authorities having jurisdiction over the Premises,
10 this Lease shall terminate and all insurance proceeds shall be turned over to or retained
11 by City.

12 20. **FORCE MAJEURE**. In the event that either party hereto shall be delayed or hindered in or
13 prevented from the performance required hereunder by reason of strike, lockout, material
14 shortage, power failure, epidemic, riot, insurrection, war, hostility, terrorism, act of God,
15 hurricane, storm, flood, tornado, fire, explosion, natural disaster, or other reason of like
16 nature not the fault of the party delayed in performing work or doing acts ("**Permitted
17 Delay**"), such party shall be excused for the period of time equivalent to the delay caused by
18 such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted
19 Delay shall be conditioned upon the party seeking an extension of time delivering notice of
20 such Permitted Delay to the other party within thirty (30) days of the event causing the
21 Permitted Delay (or within a reasonable time if the Permitted Delay makes it impractical to
22 give notice within that time period).

23 21. **CONDEMNATION**.

24 21.1. Condemnation. If during the Term, the whole of the Premises are condemned or taken
25 in any manner for public use, or if a portion of the Premises are condemned or taken in
26 any manner or degree to an extent that the Premises are not suitable, as determined by
27 Tenant in its reasonable discretion, for the Permitted Use, then in either event Tenant or
28 City may elect to terminate this Lease as of the date of the vesting of title in the
29 condemning authority. As used in this paragraph, a condemnation or taking includes a
30 deed given or transfer made in lieu thereof.

31 21.2. Award. City shall be entitled to that portion of any condemnation award attributable
32 to City's interests in the Premises. Tenant shall be entitled to that portion of any
33 condemnation award attributable to the loss of Tenant's Leasehold Interest in the
34 Premises, its operating losses and its relocation costs.

35 22. **INDEMNIFICATION AND DISCLAIMERS**.

36 22.1. Tenant Indemnification. Tenant shall defend at its expense, pay on behalf of, hold
37 harmless and indemnify City, its officers, employees, agents, invitees, elected and

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1 appointed officials and volunteers (collectively, “**Indemnified Parties**”) from and
2 against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments,
3 losses and damages (collectively, “**Claims**”), whether or not a lawsuit is filed, including
4 but not limited to costs, expenses and reasonable attorneys’ fees at trial and on appeal
5 and Claims for damage to property or bodily or personal injuries, including death at
6 any time resulting therefrom, sustained by any person or persons, which damage or
7 injuries are alleged or claimed to have arisen out of or in connection with, in whole or in
8 part, directly or indirectly:

9 22.1.1. Occupancy or Use. The occupancy or use of the Premises by Tenant or person(s)
10 or entities (other than City employees) occupying or using the Premises through
11 Tenant, including but not limited to Tenant’s employees, agents, representatives,
12 sublessees, contractors, subcontractors and volunteers; or

13 22.1.2. Performance of and Failure to Comply with this Lease. The performance of or
14 failure to comply with this Lease (including amendments thereto) by Tenant, its
15 employees, agents, representatives, sublessees, contractors, subcontractors or
16 volunteers; or

17 22.1.3. Compliance and Conformity. The failure of Tenant, its employees, agents,
18 representatives, sublessees, contractors, subcontractors or volunteers to comply
19 and conform with any applicable Laws as hereinafter defined in paragraph 49 of
20 this Lease; or

21 22.1.4. Negligent, Reckless, or Intentional Act or Omission. Any negligent, reckless or
22 intentional act or omission of Tenant, its employees, agents, representatives,
23 sublessees, contractors, subcontractors or volunteers; or

24 22.1.5. City’s Ownership. City’s ownership of the Premises (to the extent the Claim is
25 based upon premises liability).

26 22.2. Tenants’ Personal Property. Tenant shall store its personal property appropriately and
27 shall occupy the Premises at its own risk.

28 22.3. Tenant’s Waiver. Except for Claims caused by City’s negligence and subject to
29 paragraph 22.7 of this Lease, Tenant waives all claims against City for injury or death to
30 persons and damage to or destruction of property or any other interest of Tenant
31 sustained by Tenant, or any party claiming through Tenant, including but not limited to
32 claims arising from: (i) any occurrence in, on or from the Premises; (ii) negligence in the
33 occupancy, construction, operation or use of any of the Premises by Tenant or through
34 the Tenant including but not limited to its employees, agents, representatives,
35 sublessees, contractors, subcontractors or volunteers; (iii) any defect in the Premises;
36 (iv) leaking of roofs and bursting, breaking, stoppage, running, seepage, backup, or
37 leaking of water, gas, sewer or steam pipes or equipment, including sprinklers; (v)

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1 wind, rain, hurricane, flooding, fire, explosion, earthquake, excessive heat or cold, fire
2 or other casualty; (vi) acts of war or terrorism, civil disturbance, vandalism, malicious
3 mischief, theft or other acts or omissions of any third parties; (vii) acts of God; (viii) the
4 failure of any public utility in supplying utilities to the Premises; and (ix) use of any of
5 the Premises by any other person or by or from the acts of negligence of any occupant
6 of the Premises.

7 22.4. Notice, Defense and Settlement of Claims. City shall give prompt notice to Tenant of
8 any Claim that is subject to the foregoing indemnification and Tenant shall have the
9 right to control the defense of any such Claim. Tenant also shall have the right to settle
10 any such Claim provided that Tenant pays the entire amount of such settlement and
11 there is no finding of fault against the Indemnified Parties.

12 22.5. Purchase of Insurance Coverage. The purchase of insurance coverage required by this
13 Lease, or otherwise, shall not relieve Tenant from the requirements of paragraph 22 of
14 this Lease.

15 22.6. Survival. Tenant's duty to indemnify City shall survive the expiration or earlier
16 termination of this Lease.

17 22.7. Limitation of Liability of City. Nothing contained in this Lease is intended to serve as a
18 waiver by City of any defenses at law or in equity, including but not limited to
19 sovereign immunity, or to extend the liability of City beyond the limits set forth in
20 Section 768.28, Florida Statutes. Further, nothing contained in this Lease shall be
21 construed as consent by City to be sued by any third party.

22 **23. ASSIGNMENT; SALE.**

23 23.1. By Tenant. Tenant may not assign this Lease or any of its rights under this Lease, nor
24 sell, convey or grant any stock or ownership interest in Tenant, without City Council's
25 prior approval, which approval shall be in City Council's sole discretion. Any such
26 purported assignment shall be immediately null and void and shall constitute a default
27 of this Lease and City shall have the rights set forth in paragraph 25 of this Lease. Any
28 purported involuntary assignment of this Lease or assignment by operation of law,
29 whether by bankruptcy or insolvency, merger (whether as the surviving or
30 disappearing corporation), consolidation, dissolution, reorganization, transfer of Tenant
31 or controlling interest in Tenant, or court order effectuating such assignment or any
32 other method, shall be immediately null and void and shall constitute a default of this
33 Lease and City shall have the rights set forth in paragraph 25 of this Lease, unless such
34 underlying transaction is approved by City Council, which approval shall be in City
35 Council's sole discretion.

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1 23.2. By City. This Lease and all rights, title and interest of City hereunder are fully and
2 freely assignable by City, and in the event of any such assignment, Tenant shall attorn
3 to the assignee.

4 **24. SUBLEASE.**

5 24.1. Tenant may not sublease the Premises or any of its rights under this Lease without
6 Approval, which Approval shall be granted or withheld in City's sole discretion. Any
7 such purported delegation or sublease shall be null and void and shall constitute a
8 default of this Lease and cause for immediate termination. City shall have the rights set
9 forth in paragraph 25 of this Lease.

10 24.2. Notwithstanding the foregoing, Tenant shall have the right without any Approval to
11 sublease portions of the Premises to any person or entity whose use of such portion of
12 the Premises furthers the Goals and is allowed as part of the Permitted Use, provided
13 such subleases shall not affect Tenant's duties and obligations under this Lease.

14 **25. DEFAULT.**

15 25.1. Tenant shall be deemed to be in default under this Lease if at any time any one or more
16 of the following events (each of which constitutes a default) occurs:

17 25.1.1. Tenant fails to take possession of and occupy the Premises on the
18 Commencement Date or vacates and abandons the Premises for any period of time
19 after the Commencement Date without Approval (as hereinafter defined in
20 paragraph 43).

21 25.1.2. The sale, conveyance, or transfer of any portion of Tenant's Leasehold Interest,
22 except as permitted in this Lease.

23 25.1.3. Any petition filed against Tenant in any court (whether or not pursuant to any
24 statute of the United States or any state) in any bankruptcy, reorganization or
25 insolvency proceedings and (i) Tenant is thereafter adjudicated bankrupt; or (ii)
26 such petition is approved by any court.

27 25.1.4. Tenant's license to operate the Hospital is terminated or revoked or Tenant is
28 subject to permanent exclusion from Medicare, Medicaid or successor equivalent
29 governmental healthcare programs.

30 25.1.5. Tenant fails to perform or comply with any other term, provision, covenant,
31 condition, or requirement of this Lease on the part of Tenant to be performed or
32 complied with, including but not limited to failure of Tenant to perform or comply
33 with the Charity Care Policy.

34 **25.2. Remedies for Default; Right to Cure.**

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1 25.2.1. If Tenant is in default hereunder with respect to those defaults set forth in
2 paragraphs 25.1.1, 25.1.2, 25.1.3, or 25.1.4 of this Lease, City shall have the right, at
3 its sole option, to terminate this Lease by providing Tenant at least ten (10) days
4 notice prior to the effective date of termination.

5 25.2.2. The occurrence of any default specified in paragraph 25.1.5 of this Lease shall be
6 cured by Tenant within sixty (60) days from City's delivery of notice to Tenant
7 ("**Cure Period**"), which notice must describe the default.

8 25.2.3. If the default specified in paragraph 25.1.5 of this Lease is not reasonably capable
9 of cure within the Cure Period and Tenant commences and continues to diligently
10 cure the default, City and Tenant shall meet and determine a period of time that is
11 reasonably necessary to cure the default, whereupon the Cure Period shall be
12 extended by such additional time ("**First Extended Cure Period**"). In the event City
13 and Tenant cannot agree on a reasonable First Extended Cure Period, then City
14 may terminate this Lease one hundred eighty (180) days after the end of the Cure
15 Period by delivering written notice to Tenant at least twenty (20) days prior to the
16 effective date of termination, provided that Tenant shall be allowed to cure the
17 default prior to said date of termination.

18 25.2.4. If through no fault of Tenant the default specified in paragraph 25.1.5 of this
19 Lease is not cured within said First Extended Cure Period and Tenant continues to
20 diligently pursue to cure the default, City and Tenant shall meet and determine a
21 period of time that is reasonably necessary to cure the default whereupon the First
22 Extended Cure Period shall be extended by such additional time ("**Second
23 Extended Cure Period**"). In the event City and Tenant cannot agree on a
24 reasonable Second Extended Cure Period then City may terminate this Lease one
25 hundred eighty (180) days after the end of the First Extended Cure Period by
26 delivering notice to Tenant at least twenty (20) days prior to the effective date of
27 termination, provided that Tenant shall be allowed to cure the default prior to said
28 date of termination. If City and Tenant agree to a Second Extended Cure Period,
29 and if the default is not cured within the Second Extended Cure Period, then City
30 may terminate this Lease ninety (90) days after the end of the Second Extended
31 Cure Period by delivering notice to Tenant at least twenty (20) days prior to the
32 effective date of termination, provided that Tenant shall be allowed to cure the
33 default prior to said date of termination.

34 25.2.5. If Tenant fails to cure a default within the applicable time period set forth in
35 paragraph 25.2.2 or 25.2.3 or 25.2.4 of this Lease and City exercises its right to
36 terminate this Lease, Tenant shall quit and surrender the Premises to City on or
37 before the termination date pursuant to paragraph 28 of this Lease. City shall not
38 act in an arbitrary or capricious manner in determining whether a default has been
39 cured.

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1 25.3. Dispute Resolution Prior to Termination.

2 25.3.1. In the event that a dispute between the Parties arises under this Lease related to
3 any default hereunder (whether or not such default is capable of cure) or if City
4 notifies Tenant of termination of this Lease pursuant to paragraph 25 or paragraph
5 10.2.12 of this Lease, Tenant may notify City that it is invoking the dispute
6 resolution process set forth in paragraph 25.3.2 below; provided, however, that
7 Tenant may only invoke the dispute resolution process prior to the effective date of
8 termination of this Lease (i.e., Tenant shall have no right to invoke the dispute
9 resolution process on or after the effective date of termination of this Lease). If
10 Tenant so invokes the dispute resolution process in accordance with this paragraph
11 25.3.1, this Lease shall not terminate except as provided in paragraph 25.3.2 below.

12 25.3.2. The dispute resolution process referenced above shall begin by City
13 Administrator and Tenant's designee attempting to resolve such dispute. If the
14 dispute is not resolved by City Administrator and Tenant's designee, the dispute
15 shall be referred to the Mayor and Tenant's Chief Executive Officer. If the dispute
16 is resolved with City electing not to terminate this Lease for the default being
17 disputed, City shall so notify Tenant and this Lease shall not terminate for the
18 default being disputed. If the Mayor and Tenant's Chief Executive Officer are
19 unable to resolve the dispute after a good faith attempt to do so and the Mayor
20 determines that further discussion with Tenant's Chief Executive Officer is unlikely
21 to resolve the dispute, the Mayor shall deliver notice to Tenant that the dispute
22 resolution process is concluded and that this Lease is terminated effective twenty
23 (20) days following delivery of such notice, provided that Tenant shall be allowed
24 to cure the default prior to said date of termination. The Mayor shall not act
25 arbitrarily or capriciously with respect to the efforts to resolve the dispute or with
26 respect to any termination of this Lease and, prior to any termination of this Lease,
27 the Mayor shall consider the nature and impact of the default, the severity of the
28 termination remedy on Tenant (including but not limited to the investment that
29 Tenant has made in the Hospital Facility), the overall best interests of the City and
30 its citizens, and any other relevant factors. Tenant acknowledges and agrees that
31 City electing not to terminate this Lease for a default disputed pursuant to the
32 aforementioned dispute resolution process shall not constitute a waiver of any
33 other default (whether or not such other default is of the same or different
34 provision of this Lease) or preclude City from exercising its rights of default and
35 termination set forth in this paragraph for any other default (whether or not such
36 other default is of the same or different provision of this Lease).

37 25.3.3. With respect to paragraph 25 of this Lease and the dispute resolution process set
38 forth above, it is agreed that neither Party is waiving any of its rights or remedies
39 that such Party may have at law or otherwise, including but not limited to the right
40 to seek specific performance of this Lease.

- Deleted: the foregoing provisions and
- Deleted: herein
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1 25.4. Effect of Termination. Upon termination of this Lease, this Lease and the Term, as well
2 as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire
3 and Tenant shall immediately quit and surrender the Premises to City in accordance
4 with paragraph 28 of this Lease.

5 26. **REPOSSESSION OF THE PREMISES ON TERMINATION**. Upon expiration or earlier
6 termination of this Lease, City may proceed to enter into and repossess the Premises with all
7 due process of law and remove Tenant's employees or property therefrom in such manner
8 and in accordance with such procedures as a court of competent jurisdiction may allow,
9 without incurring any liability to Tenant or to any other person for any damage caused or
10 sustained by reason of such lawful entry or removal.

11 27. **ESTOPPEL CERTIFICATES**. City shall, without charge therefor, at any time and from time
12 to time, within thirty (30) days after receipt of request therefor by Tenant, execute,
13 acknowledge and deliver to Tenant a written estoppel certificate certifying to Tenant, or to
14 any other person designated by Tenant, as of the date of such estoppel certificate:

15 27.1. Whether Tenant (or its successors, assigns or any affiliates) is in possession of the
16 Premises;

17 27.2. Whether this Lease is unamended and in full force and effect (or, if there has been an
18 amendment, that this Lease is in full force and effect as amended and setting forth such
19 amendments);

20 27.3. Whether or not there are then existing any setoffs or defenses against the enforcement
21 of any right or remedy of City, or any duty or obligation of Tenant hereunder (and, if
22 so, specifying the same in detail);

23 27.4. The dates, if any, to which any basic monthly rent, Additional Rent or other charges
24 have been paid in advance;

25 27.5. Whether City has knowledge of any then uncured defaults under this Lease (if City has
26 knowledge of any such uncured defaults, specifying the same in detail); and

27 27.6. Whether City has knowledge of any event having occurred that authorizes the
28 termination of this Lease by City (if City has such knowledge, specifying the same in
29 detail).

30 28. **END OF TERM**. Upon the expiration or earlier termination of this Lease:

31 28.1. Tenant shall surrender possession of the Premises, free and clear of all liens and
32 encumbrances, to City or its designee, in good order and repair, ordinary wear and tear
33 and damage by casualty or condemnation excepted.

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1 28.2. City shall have the option to have Tenant convey (as applicable), free and clear of all
2 liens and encumbrances, to City or its designee, all of Tenant's rights in and to all of the
3 FF&E owned by Tenant that is necessary to operate a fully functional licensed acute
4 care hospital. Tenant shall execute such bills of sale or other documents of transfer as
5 City may reasonably require to transfer ownership of all FF&E owned by Tenant to City
6 or its designee.

7 28.3. Tenant shall assign all FF&E leases that are necessary to operate a fully functional
8 licensed acute care hospital that City, or its designee, elects to assume, and convey all
9 licenses for software related to the physical hospital plant (e.g., HVAC, electrical,
10 elevator and security systems) City, or its designee, elects to assume. City and Tenant
11 shall execute the appropriate assignment and assumption agreements with respect to
12 same. Tenant shall have the right to retain and remove from the Premises any FF&E
13 subject to a lease that is not assumed by City or its designee.

14 28.4. Tenant shall execute such bills of sale and assignments as City or its designee may
15 reasonably require to assist in the transfer of all applicable licenses, permits and
16 certificates of need required to operate a fully functional licensed acute care hospital to
17 the extent such are assignable.

18 28.5. Tenant shall convey to City or its designee, free and clear of all liens and
19 encumbrances, all real property (including all improvements thereon and thereto, and
20 all fixtures attached thereto) located off the Premises that is necessary to operate a fully
21 functional licensed acute care hospital ("**Ancillary Real Estate**") and owned by Tenant
22 or Joint Venture, or any affiliated or subsidiary company of Tenant or Joint Venture. In
23 the event that any Ancillary Real Estate is leased by Tenant, Tenant shall, at City's
24 option, assign its leasehold interest in the Ancillary Real Estate to City or its designee,
25 provided that if such leased Ancillary Real Estate was at any time during the Term
26 owned by Tenant or Joint Venture, or any affiliated or subsidiary company of Tenant or
27 Joint Venture, Tenant shall cause such leased Ancillary Real Estate to be transferred to
28 City in fee simple, free and clear of all liens and encumbrances.

29 28.6. Upon expiration or earlier termination of this Lease, Tenant and City shall discuss in
30 good faith the services that each would provide the other in connection with the
31 transition of a fully functional licensed acute care hospital to City and the terms and
32 conditions related thereto, which shall include, among other things, City's continued
33 use of the Tenant Software for a period of at least ninety (90) days following the
34 expiration or earlier termination of this Lease, all as may be mutually agreed to by the
35 Parties in a transition services agreement.

36 29. **QUIET ENJOYMENT.** City covenants and agrees that, if Tenant pays the rent and fulfills all
37 of its obligations provided for hereunder in accordance herewith and observes all of the
38 other provisions hereof, Tenant shall at all times during the Term, peaceably and quietly

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1 have, hold and enjoy the Premises, without any interruption, hindrance or disturbance from
2 City, subject to the terms and provisions hereof.

3 30. **NAMING RIGHTS; NAME AND PROHIBITIONS.** The name of the Hospital (“**Hospital**
4 **Name**”) must contain the name “Bayfront”. The Hospital Name may include a reference
5 that reflects the services provided, (e.g., “Health Center” or “Medical Center”) and a
6 geographical reference to City of St. Petersburg. The Hospital Name shall not include any
7 geographical reference to any other location except City of St. Petersburg. Tenant shall not
8 change, modify or otherwise alter such Hospital Name or sell, lease or otherwise grant in
9 any way the right to change, modify or otherwise alter such Hospital Name without City
10 Council approval, which approval shall be at the sole discretion of City Council.

11 31. **INTERPRETATION AND NOTICES.**

12 31.1. Modifications. No change, modification, or amendment of this Lease is valid unless the
13 same is in writing and duly executed by the Parties hereto. No waiver of any of the
14 provisions of this Lease is valid unless signed by the party against whom it is sought to
15 be enforced.

16 31.2. Entire Agreement. Except as described in paragraph 31.6 of this Lease, this Lease and
17 the exhibits attached hereto contain the entire agreement between the Parties hereto
18 with respect to the subject matter hereof and, except as described in paragraph 31.6 of
19 this Lease, there are no promises, agreements, conditions, undertakings, warranties or
20 representations, oral or written, expressed or implied, between them other than as
21 herein set forth with respect to the subject matter hereof. This Lease is intended by the
22 Parties hereto to be and is an integration of all prior or contemporaneous promises or
23 agreements, conditions or undertakings between them.

24 31.3. Severability. If any provision of this Lease or the application thereof to any party or
25 circumstance is, to any extent, invalid or unenforceable, all the other provisions of this
26 Lease, or the application of such provision to parties or circumstances other than those
27 to which it is invalid or unenforceable, are not affected thereby, and each remaining
28 provision of this Lease shall be deemed valid and enforceable to the fullest extent
29 permitted by law.

30 31.4. Captions. The captions throughout this Lease are for convenience of reference only;
31 and the words contained therein are not deemed to define, limit, describe, explain,
32 modify, amplify or add to the interpretation, construction, or meaning of any
33 provisions of or the scope or intent of this Lease nor in anyway affect this Lease.

34 31.5. Meaning of Words. Wherever appropriate herein, the singular includes the plural, and
35 the plural includes the singular, and each gender includes each other gender.

36 31.6. 1983 Lease. The 1983 Lease, as amended, is hereby amended and restated. Further,
37 upon the execution of this Lease, all terms and conditions of said 1983 Lease, as

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1 amended, shall be replaced in their entirety by this Lease. Notwithstanding the
2 foregoing or anything to the contrary contained in this Lease, the Parties acknowledge
3 that a Final Order in the matter of City of St. Petersburg, Florida v. Bayfront Medical
4 Center, Inc., Bayfront Health System, Inc. and BayCare Health System, Inc. (Case. No.
5 8:00-CV-623-27MAP) in the United States District Court, Middle District of Florida, was
6 entered by the Court on April 11, 2001 ("**Final Order**"). The Parties and Joint Venture
7 agree that nothing contained in this Lease shall be construed as a waiver of any of
8 City's rights under the Final Order or any of Bayfront's (as such term is used in the
9 Final Order to refer to both Bayfront Medical Center, Inc. and Bayfront Health System,
10 Inc.) agreements, obligations or representations contained in the Final Order. Moreover,
11 Tenant and Joint Venture agree to (i) be bound by and comply with the Final Order to
12 the same extent that Bayfront (as such term is used in the Final Order to refer to both
13 Bayfront Medical Center, Inc. and Bayfront Health System, Inc.) is bound by and
14 required to comply with the Final Order; and (ii) require all assignees, sublessees, and
15 affiliates to be bound by and comply with the Final Order. The 1983 Lease with City (as
16 amended) referenced in the Final Order as "Lease" shall not be considered terminated
17 for purposes of the Final Order but for such purposes only shall be considered to
18 remain in effect as amended and restated herein.

19 **32. PLACE OF RENTAL PAYMENT.** All payments of rent required to be made by the terms of
20 this Lease and any other payments that may become due from Tenant to City and all
21 statements relating thereto required to be submitted or furnished by Tenant to City shall be
22 made, submitted, and furnished to City at City's address as set forth in paragraph 55 of this
23 Lease.

24 **33. NO PARTNERSHIP OR JOINT VENTURE WITH CITY.** Notwithstanding any provisions
25 of this Lease, City is not deemed to be a partner or a joint venture with Tenant. The
26 relationship created hereby is solely that of landlord and tenant.

27 **34. BIND AND ENURE.** Subject to the provisions hereof, this Lease is binding upon and enures
28 to the benefit of the Parties hereto and their respective heirs, executors, or administrators
29 and permitted successors and assigns.

30 **35. RECORDATION.** This Lease shall be recorded in the public records of Pinellas County,
31 Florida at Tenant's expense.

32 **36. HOLDING OVER.** In the event Tenant holds over the Premises, or any part thereof, after
33 the expiration of the Term, with Approval, which Approval shall be granted or withheld in
34 the City's sole discretion, such holding over shall be construed to be a "Tenancy at Will"
35 from month to month only. In the event Tenant holds over the Premises or any part thereof,
36 after the expiration of the Term, without Approval, which Approval shall be granted or
37 withheld in the City's sole discretion, such holding over shall be construed to be a "Tenancy
38 at Sufferance" and City at its option may proceed as set forth in paragraph 26 of this Lease.
39 In either event, Tenant shall pay a reasonable commercial rent determined by City. Such

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1 rent shall be due and payable to City on the first (1st) day following the Expiration Date of
2 this Lease and, subsequently, on the first (1st) day of each successive month Tenant holds
3 over.

4 37. **WAIVER OF SUBROGATION.** Tenant hereby waives all rights and claims against City for
5 all losses covered by any insurance policies and waives all rights of subrogation of its
6 respective insurers. Tenant shall cause each insurance policy carried by it to be written to
7 provide that the insurance company waives all rights of recovery by way of subrogation
8 against City.

9 38. **CITY AS A MUNICIPAL CORPORATION.** Nothing contained herein shall be interpreted
10 to require City to take any action or refrain from taking any action that would be adverse to
11 its status as a municipal corporation.

12 39. **DUE AUTHORITY.** Each Party to this Lease that is not a natural person represents and
13 warrants to the other Party that (i) it is a duly organized, qualified and existing entity under
14 the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly
15 authorize the persons executing this Lease to so execute the same and fully bind the Party
16 on whose behalf they are executing.

17 40. **NON-APPROPRIATION.** The obligation of City to fund any expenditures required by this
18 Lease shall be limited to an obligation in any given year to budget, appropriate and pay
19 from legally available funds, after monies for essential City of St. Petersburg services have
20 been budgeted and appropriated, sufficient monies for the funding of any expenditures that
21 are due during that year. Notwithstanding the foregoing, City shall not be prohibited from
22 pledging any legally available non-ad valorem revenues for any obligations heretofore or
23 hereafter incurred, which pledge shall be prior and superior to any obligation of City
24 pursuant to this Lease.

25 41. **AMERICANS WITH DISABILITIES ACT OF 1990.** Tenant assumes all responsibility,
26 including but not limited to financial, construction and physical modification costs,
27 provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects
28 of the Americans with Disabilities Act of 1990 ("**ADA**") and any amendments thereto,
29 including but not limited to Title II, Structural and Title III, Programmatic Accessibility
30 Standards as well as any future amendments.

31 42. **APPLICABLE LAW, VENUE, AND JURISDICTION.** This Lease shall be governed by and
32 be interpreted in accordance with the laws of the State of Florida. Venue for state court
33 actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions
34 shall be in the Middle District of Florida, Tampa Division, unless a division is created in St.
35 Petersburg, or Pinellas County, in which case the action shall be brought in that division.
36 The Parties and Joint Venture waive any defense of improper or inconvenient venue as to
37 either court and consent to personal jurisdiction in either court.

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1 **43. CITY APPROVAL AND ACTION.**

2 43.1. For the purposes of this Lease, any required consent, permission, approval or
3 agreement ("**Approval**") by City means the Approval of the Mayor or Mayor's designee
4 unless otherwise set forth herein or unless otherwise required by City Charter and such
5 Approval shall be in addition to any and all regulatory approvals for permits or other
6 licenses required by applicable Laws or this Lease.

7 43.2. For the purposes of this Lease, any right of City to take any action permitted, allowed
8 or required by this Lease, may be exercised by the Mayor or Mayor's designee, unless
9 otherwise set forth herein or unless otherwise required by City Charter.

10 **44. TIME PERIODS.** Except as specifically set forth above, time periods herein shall include
11 Saturdays, Sundays, and state and national legal holidays, and any time period provided for
12 herein shall end at 5:00 p.m. local time.

13 **45. NO CONSTRUCTION AGAINST PREPARER OF LEASE.** This Lease has been prepared
14 by City and reviewed by Tenant and its professional advisors. City, Tenant, and Tenant's
15 professional advisors believe that this Lease expresses their agreement and that it should
16 not be interpreted in favor of either City or Tenant or against City or Tenant merely because
17 of their efforts in preparing it.

18 **46. LEASES / AMENDMENT APPROVAL.** This Lease and any amendments thereto are
19 subject to approval by City Council, and by the Mayor or Mayor's designee. Attached hereto
20 as Exhibit D is a true and correct copy of the resolution duly adopted by City Council on
21 February 21, 2013 approving this Lease.

22 **47. NO WAIVER.** The exercise by City of any right or remedy to enforce its rights under this
23 Lease shall not constitute a waiver of, or preclude the exercise of, any other right or remedy
24 afforded City by this Lease or by statute or law; nor shall the acceptance of any payment be
25 deemed to be a waiver of any such default. The failure of City in one or more instances to
26 insist on strict performance or observations of one or more of the covenants or conditions of
27 this Lease, or to exercise any remedy, privilege or option conferred by this Lease on or
28 reserved to City, shall not operate or be construed as a relinquishment or future waiver of
29 the covenant or condition or the right to enforce it or to exercise that privilege, option or
30 remedy, but that right shall continue in full force and effect.

31 **48. NO THIRD PARTY BENEFICIARIES.** This Lease sets forth the agreement between the
32 Parties and all rights and benefits established herein are established solely for the benefit of
33 the Parties and are not intended to establish any rights or benefits in any other person or
34 entity. Persons or entities that are not a party to this Lease may not claim any benefit
35 hereunder or as third party beneficiaries hereto.

36 **49. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** Tenant shall:
37 (i) comply with all Laws applicable to Tenant's performance of Tenant's obligations set forth

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1 in this Lease; (ii) cause its use and operation of the Premises to comply with all Laws
2 applicable to such use and operation; and (iii) cause its employees, agents, representatives,
3 sublessees, contractors and subcontractors to comply with applicable Laws. Tenant shall
4 promptly notify City if Tenant is required to do so pursuant to the provisions of paragraph
5 12.5 of this Lease. "Laws" means all existing and future federal, state, and local statutes,
6 ordinances, rules, and regulations and the federal and state constitutions, including but not
7 limited to those Laws related to the provision of healthcare services (e.g., emergency room
8 services) and those Laws specifically referenced in this Lease (e.g., Americans with
9 Disabilities Act of 1990, as amended, Section 255.05, Florida Statutes, and Environmental
10 Laws).

11 50. **COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be
12 deemed to be an original, but all of which, taken together, shall constitute one and the same
13 Lease.

14 51. **CURRENT OFFICERS.** Upon request by City, Tenant shall provide City in writing, during
15 the Term, with the name, title, address and telephone number of all of Tenant's officers.

16 52. **REPLACEMENT PREMISES.** City is under no obligation to locate or provide a replacement
17 Premises under any circumstances, including but not limited to, substantial damage to the
18 existing improvements by fire, flood, hurricane, tornado, earthquake, or other form of
19 natural disaster, or termination of this Lease.

20 53. **NOTICE OF SALE.** Prior to offering the Premises or any portion thereof for sale to any
21 entity or person and prior to disseminating any requests for proposals or seeking any
22 proposals for the purchase by others of all or any portion of the Premises, City agrees to
23 provide notice to Tenant as to its intention to sell all or any portion of the Premises.

24 54. **JOINT VENTURE.** Joint Venture's business structure consists of a Florida Limited Liability
25 Company of which 80% of the equity is owned by Central Florida HMA Holdings, LLC, a
26 wholly owned subsidiary of HMA ("HMA Member") and 20% of the equity is owned by
27 Bayfront HERO Holdings, LLC ("BHH") a wholly owned subsidiary of BHERO. On the
28 date hereof, the voting structure of Joint Venture provides that each of the HMA Member
29 and BHH appoint an equal number of directors to the Joint Venture's Board of Directors and
30 each such director has one vote. The HMA Member contemplates that in the future it may
31 transfer a portion of its equity interest in Joint Venture to Shands equal to a percentage
32 interest of up to 20%. Except for the transfer of the 20% of the equity interest to Shands as set
33 forth above, the owners of the equity in Joint Venture shall not sell, convey, or grant
34 ("Transfer") any stock or equity interest in Joint Venture which will have the effect of
35 reducing the HMA Member's equity interest to less than 51% or BHH's equity interest to
36 less than 20% (either, a "Prohibited Transfer") without City Council approval, which
37 approval shall be granted or withheld in City Council's sole discretion. Further, no change
38 in the voting structure of Joint Venture is permitted without City Council approval, which
39 approval shall be granted or withheld in City Council's sole discretion. Any purported

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1 Prohibited Transfer shall be immediately null and void and shall constitute a default of this
2 Lease. Any purported involuntary Transfer or Transfer by operation either by bankruptcy,
3 insolvency, or merger, whether as a surviving or disappearing entity, consolidation,
4 dissolution, reorganization, transfer of controlling interest in Joint Venture or HMA
5 Member, or court order effectuating such Transfer, or any other method of involuntary
6 transfer, shall be immediately null and void and shall constitute a default of this Lease. City
7 shall have the rights set forth in paragraph 25 of this Lease unless (a) such Transfer or
8 underlying transaction is approved by City Council, which approval shall be in the sole
9 discretion of City Council; or (b) unless such approval is not required by this paragraph 54.
10 Nothing contained in this paragraph 54 is intended to permit a variance from the
11 requirement that Tenant operate a secular Hospital in accordance with paragraph 10.2.8 of
12 this Lease and otherwise comply with paragraph 31.6 of this Lease.

13 **55. NOTICES; PAYMENTS.** Any notice, payment, demand, consent, request or other
14 instrument which may be or is required to be given or delivered under this Lease shall be in
15 writing and shall be deemed to be delivered (i) whether or not actually received, ten (10)
16 days after deposited in the United States mail, postage prepaid, certified or registered mail,
17 return receipt requested, or (ii) when received (or when receipt is refused) if delivered
18 personally or sent by a nationally recognized overnight courier, all charges prepaid, at the
19 address of City or Tenant as set forth in this paragraph 55. Either Party may change its
20 address hereunder by providing notice to the other Party given in accordance with this
21 paragraph (such change of address to be effective ten (10) days following delivery to the
22 non-changing Party). The Parties acknowledge that any notice sent by facsimile or e-mail is
23 for convenience only, and shall not be deemed to be proper notice required hereunder.

24 If to City:
25 City of St. Petersburg
26 Director of Real Estate and Property Management
27 P.O. Box 2842, St. Petersburg, Florida 33731
28 With a copy to:
29 City of St. Petersburg
30 City Attorney
31 P.O. Box 2842, St. Petersburg, Florida 33731

32
33 If to Tenant:
34 _____
35 _____
36 _____
37 Attention: _____

38
39 With a copy to:
40 _____
41 _____
42 _____

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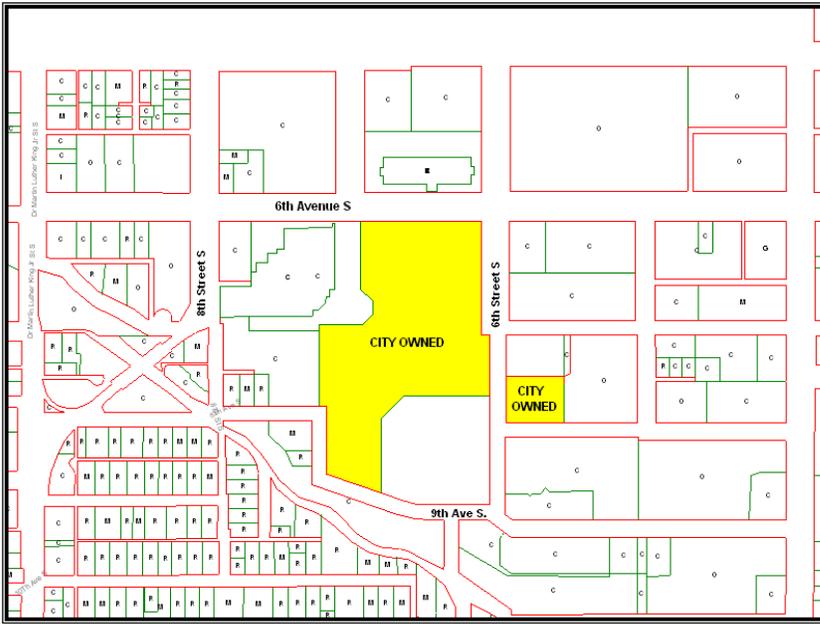
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EXHIBIT "A"



PREMISES DESCRIPTION (YELLOW HIGHLIGHTED AREA)

A portion of Lot 1, Block 1, BAYFRONT MEDICAL CENTER SUBDIVISION, as recorded in Plat Book 105, Page 3 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

BEGINNING at the Northeast Corner of Lot 1, run S. 00°36'15" E., 393.00 feet; thence N. 89°27'06" E., 25.56 feet; thence South 210.00 feet; thence S. 89°28'11" W., 300.00 feet; thence S. 44°28'11" W., 103.21 feet; thence S. 00°01'46" E., 257.70 feet; thence N. 70°41'46" W., 198.78 feet; thence N. 00°21'21" W. 237.62 feet; thence S. 89°23'25" W., 25.00 feet; thence N. 00°21'21" W., 278.30 feet; thence N. 89°26'11" E., 155.10 feet; thence N. 44°28'23" E., 46.06 feet; thence N. 00°31'37" W., 45.00 feet; thence N. 45°31'37" W., 60.00 feet; thence N. 00°31'37" W., 230.00 feet; thence N. 89°26'11" E., 416.24 feet to the POINT OF BEGINNING.

AND

Lots 8 through 11 and the vacated 20 foot alleyway lying North of and adjacent to Lots 8 through 11, Block A, T. F. MCCALL'S SUBDIVISION, as recorded in Plat Book 4, Page 12 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly apart.

AND

A portion of Lot 7, Block A, T.F. MCCALL'S SUBDIVISION, according to the map or plat thereof recorded in Plat Book 4, Page 12, in the Public Records of Hillsborough County, Florida of which Pinellas County was formerly apart and more particularly described as follows:

Commence at the Southwest corner of Lot 7, run East 19 feet to the POINT OF BEGINNING, thence North 5 feet; thence East 27 feet; thence South 5 feet; thence West 27 feet to the POINT OF BEGINNING.

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EXHIBIT "B CHARITY CARE POLICY

TITLE: Charity Care (Community Care / Financial Assistance)		
ISSUED FOR: <input checked="" type="checkbox"/> Bayfront HMA Medical Center, LLC	ISSUED BY: Revenue Cycle	POLICY NUMBER: PFSS500 PAGE: 1 of 3
APPROVED BY: Hospital CFO and Revenue Cycle Director		ORIGINAL ISSUE DATE: 1999 REVISION DATE: 02/14/13
<p><u>Purpose:</u> The purpose of the policy is to provide a systematic method for evaluating uninsured or underinsured patients for financial assistance programs such as community care, charity care, Pinellas County Health Plan.</p> <p><u>Policy:</u> Bayfront HMA Medical Center, LLC ("Bayfront") is committed to meeting the health care needs of community residents. Bayfront provides for the medical needs of low-income, uninsured, underinsured and indigent patients by rendering necessary, quality health care, regardless of race, creed, color, sex, national origin, sexual orientation, handicap, age or ability to pay. Uninsured and underinsured patients who do not qualify for government assistance and are unable to pay for hospital services may apply for Charity Care. Patients, who do not qualify for Charity Care, may qualify under the Community Care Discount policy for a reduction in their portion due. In the event of any conflict between the provisions of this policy and any applicable state or federal law, regulation or rule, the applicable law, regulation or rule shall control; provided, however, that nothing contained in this policy shall alter the terms or conditions of Bayfront's lease with the City of St. Petersburg.</p> <p><u>Procedure:</u> <u>Application Process</u></p> <ol style="list-style-type: none"> 1. Financial Counselors will help patients prepare any applications required or will refer the patient to the appropriate agency. 2. Patients who are not eligible for any Federal, State or County programs will be screened for charity assistance based on the criteria outlined in this policy. If the patient does not provide required information or cooperate in the application process, the patient may not be entitled to charity care. 3. Financial assistance applications may be offered to uninsured or underinsured in which financial screening indicates that the patient may be eligible for Charity Care. 4. Patients and or guarantors applying for Charity Care must complete a Community Care Consideration (CCC) application. 5. Financial Counselors may require supporting documentation if the data on the application seems unreasonable or questionable. Acceptable documentation includes any of the following forms: <ol style="list-style-type: none"> a. Copy of current driver's license b. Letter from employer stating income and length of employment - must be written on company letterhead c. W2 from previous calendar year d. Current pay check stubs e. IRS tax return from the most recent calendar year f. Forms approving/denying unemployment g. Written verification from public/governmental agencies that can attest to the patients' income during the past 12 months 		

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- h. Food stamp referral
 - i. Medicaid remittance confirming Medicaid exhausted benefits
 - j. Written attestation from patient of income and address
 - k. Documentation confirming patient's debts and assets
 - l. Proof of address (utility bill, gas, electric, phone)
6. If verification of income is not available, the Financial Counselor will document all facts supporting the need for assistance, and will document in the patient accounting system notes of the particulars of the CCC application.
 7. The CCC application must be signed by the patient, guarantor or representative, and then reviewed by the Financial Counselor.

Determining Eligibility

1. The patient must not be eligible for Medicaid, County Indigent Assistance, HCRA or other government assistance.
2. Total family income compared to current Federal Poverty Level (FPL) guidelines must meet the following criteria:
 - a. Household income is equal to or below 200% of the FPL guidelines
 - b. Total hospital charges due from the patient must be greater than 25% of patient's gross annual household income.
3. Total gross household income is the sum of the income of all persons in the family unit.
4. Total household income must not exceed ten times FPL.
5. Services considered "ancillary" by AHCA, defined as any service NOT performed by Bayfront, will not be considered for Charity Care.
6. If the patient is not eligible for any Federal, State or County programs, a determination of Charity Care eligibility will be made after the application is complete, and after all required supporting documentation has been received by the Financial Counselor. The patient will be notified of the determination within 14 days.
7. If the patient does not qualify for the Charity Care program a denial letter will be sent within 14 days.
8. Assets as defined by Florida outside the primary residence and primary vehicle will be evaluated on a case by case basis in the event assets are available.

Approval Process

1. Charity Care approval will be determined by the Financial Counseling Coordinator; and submitted for approval to the Business Office Director. The Business Office Director will review and approve. Final review and approval will be given by the Administrator, CFO, or Controller.
2. Charity Care application outcome must be documented in the patient accounting system.
3. All supporting documentation will be kept on file for seven years with the initial application form.
4. Any determination by Bayfront made in good faith will not be deemed to violate this policy if such decision is made in error and is able to be rectified through appropriate reimbursement or other financial means.

Appeal of Determination

1. Any patient, family member or PFS staff member may request an appeal for any patient who has been found ineligible for this program.
2. An appeal will be forwarded to the Financial Assistance Committee, membership of which will be determined by the PFS Director, and will include all financial documents and the reason for which eligibility should be granted.

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**EXHIBIT "C" CONFLICTS OF INTEREST
ADMINISTRATIVE STRUCTURE STANDARD**

TITLE: CONFLICTS OF INTEREST – BOARD MEMBERS		
ISSUED FOR: <input checked="" type="checkbox"/> _____ Board of Trustees/Board of Directors of Bayfront HMA Medical Center, LLC	ISSUED BY: Administration	POLICY NUMBER: 1.06 PAGE: 1 of 3
APPROVED BY:	ORIGINAL ISSUE DATE: 1/5/2000 REVISION DATE: 02/14/2013 REVIEW DATE: 4/2000; 8/2004; 6/2007	
<p><u>Applicability</u></p> <p>This Policy shall apply to all Bayfront HMA Medical Center, LLC entities, (hereinafter called "Bayfront"). The individuals governed by this policy shall be Trustees, all members of the Boards of Directors, Officers, Committee Members, and other applicable agents of the corporation ("Board Members"). Bayfront's management shall have the affirmative obligation to periodically publicize this policy to all such parties.</p> <p><u>Purpose:</u></p> <p>A Board Member has a duty of loyalty to Bayfront. A duty of loyalty means an allegiance to the Mission of Bayfront, no personal interest when considering the business affairs of the corporation, and best interests of the corporation. This Conflict of Interest policy seeks to assure Board Members demonstrate a duty of loyalty to the corporation.</p> <p>The primary objectives of the policy are to:</p> <ol style="list-style-type: none"> 1. Assure Bayfront with evidence and disclosure of the good faith and integrity of Board Members. 2. Provide a systematic and ongoing method of assisting Board Members in disclosing and resolving potential conflicts of interest. 3. Formalize Bayfront's commitment to high ethical standards and conduct in serving its patient community. <p>This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations.</p> <p><u>Policy</u></p> <p>Board Members engaged in the governance of Bayfront occupy positions of fiduciary trust and stewardship with respect to the interests of Bayfront. Accordingly, Board Members, as well as members of their immediate families, business associates and firms in which they have an interest shall make full disclosure of any private,</p>		

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business or professional relationship where a potential or actual conflict of interest is present. A conflict of interest shall include any potential or actual appearance of financial conflict between the interests of Bayfront and the Board Member's private or business interests or that of immediate family members.

Once disclosure is made, the procedures for deciding whether a conflict exists as set out in the Procedures attached to this policy shall be followed.

Conflicts of Interest

The policy recognizes that both real and apparent conflicts of interest or dualities of interest can sometimes occur in the course of conducting Bayfront's affairs. The following relationships between Board Members and Bayfront can constitute the type of activities which create conflicts and, as a result, should be decided.

A. Outside Interests

1. Holding a position or financial interest in any outside entity from which Bayfront secures goods or services (including financial services) or that operates as a competitor to Bayfront.
2. Competing with Bayfront in the purchase or sale of property, or property rights, interests or services.
3. Having a compensation arrangement (including direct and indirect remuneration, as well as gifts or favors that are substantial in nature) with any entity or individual with which Bayfront transacts business.
4. Engaging in activities for individual profit or advantage which are, directly, or indirectly, competitive with Bayfront's business or services.

B. Outside Activities

1. Rendering directive, managerial or consultative services to any outside concern that does business with, or competes with, the services of Bayfront.
2. Having any employment, partnership or contractual relationship which, either directly, or indirectly does business with, or competes with Bayfront's business or services.

C. Gifts, Gratuities and Entertainment

1. Accepting gifts, excessive entertainment or other favors from any outside concern that does, or is seeking to do business, or is a competitor of Bayfront.

D. Inside Information

1. Disclose or use information relating to Bayfront's business for personal profit and benefit.

Appropriate Transactions

The Board of Trustees of Bayfront recognizes that on a rare occasion it may be advantageous to Bayfront to transact business with companies or individuals related to Board Members. However, such companies or individuals are prohibited from realizing any benefit to the detriment of Bayfront.

Further, Bayfront shall not transact business with companies or individuals unless a transaction is made on terms which are at least as favorable as those offered to the general public and at least as favorable as those offered by independent vendors.

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Nothing in this Policy Statement shall be interpreted or construed to limit certain ongoing relationships with various individuals or firms, so long as this Policy Statement is adhered to by those involved, and there is no financial detriment to Bayfront.

Violation of the Conflict of Interest Policy

If Bayfront has reasonable cause to believe that a Board Member has failed to disclose actual or possible conflicts of interest, it shall inform the Board Member of the basis for such belief, and afford the Board Member an opportunity to explain the alleged failure to disclose. If, after hearing the response of the Board Member, and making such further investigation as may be warranted in the circumstances, Bayfront determines that the member has, in fact, failed to disclose an actual or possible conflict of interest, the corporation shall take appropriate corrective action.

Interpretation

Any questions seeking guidance on interpretation or implementation of this Policy Statement regarding Conflict of Interest shall be submitted to Bayfront’s Executive Committee.

Compensation Committees

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly from Bayfront, for services is precluded from voting on matters pertaining to that member’s compensation.

Periodic Reviews of Compliance With Policy

To ensure that Bayfront operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews of adherence to the Conflict of Interest Policy shall be conducted. The periodic review shall, at a minimum, include a review of conflict of interest disclosure forms and a determination that the appropriate action was taken for all potential conflicts disclosed.

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1 **BAYFRONT CONFLICT OF INTEREST DISCLOSURE FORM AND CONFIDENTIALITY**
2 **AGREEMENT**

3 **I, _____, have read and understand the Bayfront Conflict of Interest policy and am**
4 **familiar with the disclosure requirements described therein. I understand and agree that I occupy a position**
5 **of fiduciary trust and stewardship with respect to Bayfront and, in such capacity, agree to be bound to act in**
6 **accordance with the Bayfront Conflict of Interest Policy.**

7
8 Except as fully disclosed below, I represent that to the best of my knowledge and belief, neither I nor any
9 member of my immediate family, business associates or firm with which I am affiliated, has an existing or
10 potential interest in a contract or other transaction which might reasonably appear to be construed as
11 adverse to, or in violation of the Bayfront Conflict of Interest policy.

12 _____ No Reportable Conditions Exist

13
14
15 1. Please disclose all business affiliations which constitute a source of income to you or members of
16 your immediate family which might give rise to a possible conflict of interest between you and
17 Bayfront, based upon the requirements of the Bayfront Conflict of Interest Policy. (If none exists,
18 please so indicate.)

19
20 2. Please disclose all Corporate (non-profit and business) Director and Officer positions held by you
21 and members of your immediate family. (If none exists, please so indicate.)

22
23 3. Please disclose all relationships and affiliations of you and any member of your immediate family
24 which you deem to be within the spirit of the foregoing and the Bayfront Conflict of Interest policy.
25 Please consider that the purpose of this questionnaire is to enable you and this institution to protect
26 you and it from a charge of a real or apparent conflict of interest. (If none exists, please so indicate.)

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1 I recognize that as a Bayfront Board Member, I may obtain confidential and proprietary information
2 concerning the operations and plans of Bayfront. I acknowledge that such information will have been
3 submitted to me as the result of significant expenditure of time and money related to the development of
4 the information.

5
6 I agree I will not disclose any confidential and proprietary information made known to me through my
7 service as a Board Member of Bayfront to persons or entities outside of Bayfront. I further agree I will not
8 use such information to promote my own business interests or the interests of businesses or professions
9 with which I am associated.

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11
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16

Signature

Date

Title or Position

Annual Disclosure
Interim/Updated Disclosure_____

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**EXHIBIT "D" ADOPTED RESOLUTION
FOLLOWS THIS PAGE**

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CITY OF ST. PETERSBURG
MEMORANDUM

TO: The Honorable Karl Nurse, Chair and Members of City Council
FROM: Bruce E. Grimes, Director, Real Estate & Property Management 
DATE: Meeting of February 21, 2013
SUBJECT: Bayfront Medical Center - Amended and Restated Lease Agreement

The council material distributed to City Council regarding the above subject indicated that there was an unresolved issue for which any resulting language will be provided to City Council on Tuesday, February 19, 2013.

City staff proposed and the Parties have agreed for the following language to be inserted into the recitals on the second page of the Lease agreement:

"WHEREAS, Joint Venture will spend One Hundred Million Dollars (\$100,000,000) during the first five (5) years of the Initial Term, as hereinafter defined, in connection with the Permitted Use, as hereinafter defined, and in furtherance of the provision of healthcare services to the St. Petersburg community, in a manner determined in the Joint Venture's sole discretion in light of the needs of the Hospital and related services required to ensure high quality delivery of care in a highly competitive hospital environment ("Spending Commitment"); and"

Further, adding the above recital also necessitated a minor revision to a subsequent recital:

WHEREAS, Joint Venture is a signatory to this Lease for the limited purposes of acknowledging ~~ingement of~~ **the Spending Commitment and** its agreement to be bound by the provisions set forth in paragraphs 7.3, 28.4, 31.6, 42 and 54 of this Lease; and

Attachments: Copy of lease page depicting inserted and modified language

CC: Tish Elston
Rick Mussett
Eva Andjujar

1 Health Management Associates, Inc., a Delaware for profit corporation ("HMA") have formed a
2 strategic partnership; and

3 **WHEREAS**, BHS and HMA through their wholly owned subsidiaries own Joint
4 Venture, and Joint Venture owns 100% of the equity of Tenant in clinical and educational
5 affiliation with Shands; and

6 **WHEREAS**, BHS has been repurposed and renamed as Bayfront Health, Education and
7 Research Organization, Inc. a not for profit corporation ("BHERO") and all references in this
8 Lease to BHS shall be deemed to refer to BHERO and all references to BHERO shall be deemed
9 to refer to BHS; and

10 **WHEREAS**, Tenant is the licensed operator of Bayfront Medical Center ("Hospital")
11 under the Florida Agency for Health Care Administration ("ACHA") and shall remain the
12 licensed operator of the Hospital for the Term of this Lease; and

13 WHEREAS, Joint Venture will spend One Hundred Million Dollars (\$100,000,000)
14 during the first five (5) years of the Initial Term, as hereinafter defined, in connection with the
15 Permitted Use, as hereinafter defined, and in furtherance of the provision of healthcare services
16 to the St. Petersburg community, in a manner determined in the Joint Venture's sole discretion
17 in light of the needs of the Hospital and related services required to ensure high quality
18 delivery of care in a highly competitive hospital environment ("Spending Commitment"); and

19 **WHEREAS**, Joint Venture is a signatory to this Lease for the limited purposes of
20 acknowledging the Spending Commitment and its agreement to be bound by the provisions set
21 forth in paragraphs 7.3, 28.4, 31.6, 42 and 54 of this Lease; and

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22 **WHEREAS**, Tenant is committed to preserving BMC's charitable mission by continuing
23 to provide charity care to needy and underserved persons who are unable to pay for all or a
24 portion of their medical costs, as further described herein; and

25 **WHEREAS**, Tenant is committed to providing healthcare services to the public at a level
26 equal to or greater than the services that exist as of the Commencement Date; and

27 **WHEREAS**, Tenant also desires to pursue and fulfill several goals, including (i) growth;
28 (ii) standardization to the industry's best practices; (iii) access to the human, intellectual and
29 financial resources required to be the area's best healthcare provider; and (iv) opportunities to
30 save costs across a broader platform (collectively, "Goals"); and

31 **WHEREAS**, the Parties desire to execute an Amended and Restated Lease Agreement
32 consistent with the foregoing recitals and subject to the terms and conditions set forth below.

33 **NOW THEREFORE**, in consideration of the mutual covenants contained herein, the
34 Parties hereto agree as follows:

REVISED

A RESOLUTION FINDING THAT THE CONTINUED OPERATION OF A FULLY FUNCTIONAL LICENSED ACUTE CARE HOSPITAL AND ANCILLARY SERVICES TO CITY RESIDENTS AND THE GENERAL PUBLIC, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CHARITY CARE, AND THE PROVISION OF OTHER COMMUNITY BENEFITS AS ANNUALLY REPORTED BY TENANT, ON THE CITY-OWNED REAL PROPERTY COMMONLY REFERRED TO AS THE BAYFRONT MEDICAL CENTER LOCATED AT 701 - 6TH STREET S., ST. PETERSBURG ("PREMISES") PURSUANT TO AN AMENDED AND RESTATED LEASE AGREEMENT ("LEASE"), AND THE SURRENDER AND / OR CONVEYANCE TO THE CITY AT THE EXPIRATION, OR EARLIER TERMINATION OF THE LEASE, OF ALL REAL PROPERTY AND IMPROVEMENTS, AND TRADE FIXTURES, FURNISHINGS, AND EQUIPMENT NECESSARY TO OPERATE A FULLY FUNCTIONAL LICENSED ACUTE CARE HOSPITAL, CONSTITUTES SUFFICIENT CONSIDERATION FOR THE LEASE WITH BAYFRONT HMA MEDICAL CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY JOINED BY BAYFRONT HMA HEALTHCARE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE USE OF THE PREMISES (COLLECTIVELY, "ENTITIES") FOR AN INITIAL TERM OF FIFTY (50) YEARS WITH TWO (2) OPTIONS TO RENEW AND EXTEND THE TERM OF THE LEASE OF TEN (10) YEARS EACH FOR NOMINAL MONETARY RENT TOGETHER WITH NON-MONETARY CONSIDERATION; FINDING THAT THE LEASE SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTERESTS OF THE AFFECTED COMMUNITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION AFTER VERIFICATION BY THE MAYOR AND CITY

ATTORNEY THAT THE ENTITIES HAVE BEEN LEGALLY CREATED, HAVE DEMONSTRATED THE ABILITY TO PERFORM AS CONTEMPLATED IN THE LEASE, AND THAT THE PERSONS EXECUTING THE LEASE HAVE THE AUTHORITY TO BIND THE ENTITIES; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE NON-SUBSTANTIAL CHANGES TO THE LEASE PRIOR TO ITS EXECUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City is the owner of a large, metropolitan, acute care hospital located at 701 Sixth Street South, St. Petersburg, Florida known as Bayfront Medical Center ("Hospital"); and

WHEREAS, the Hospital, formerly known as Mound Park Hospital, was run by the City until, following the recommendation of a Special Planning Commission, the hospital facility was leased to Bayfront Medical Center, Inc., a Florida not for profit corporation ("BMC"), currently a wholly owned subsidiary of Bayfront Health Systems, Inc., a Florida not for profit corporation ("BHS"), that has operated and expanded its medical services at this location since July 8, 1968; and

WHEREAS, the 1968 Lease was terminated and canceled and a new lease was executed by BMC and City on October 15, 1983 , and recorded on November 14, 1983, in O. R. Book 5641, Page 1926, et seq., Public Records of Pinellas County, Florida ("1983 Lease"); and

WHEREAS, the 1983 Lease was amended on four occasions 1) increasing the area of the premises leased pursuant to the 1983 Lease that was inadvertently omitted, 2) reducing the area of the leased premises to exclude a portion sold to BMC, 3) modifying the residency requirement of the Board of Directors of BMC and further amending a portion of the legal description, and 4) extending the term of the 1983 Lease to July 1, 2047, further amending the residency requirements of the Board of Directors of BMC and modifying certain other provisions of the 1983 Lease; and

WHEREAS, BHS, through its board members, have spent much of the last two-years in a process evaluating options for redefining and repositioning the Hospital to better accommodate the changes and expectations in the healthcare industry in a manner that best meets the changing needs of the community, including the continuation of its current charity care policies; and

WHEREAS, BHS informed City Administration as it was initially exploring opportunities for appropriate collaborations or partnerships that would complement the Hospital's status, history and dedication to the community; and

WHEREAS, on October 23, 2012, a Letter of Intent to form a strategic partnership for operation of the Hospital was signed by BHS, Health Management Associates, Inc., a Delaware for profit corporation ("HMA") and Shands Teaching Hospital and Clinics, Inc. a Florida not for profit corporation ("Shands"); and

WHEREAS, BHS believes the strategic partnership it is embarking upon will accomplish its goal of maintaining the Hospital as the community's pre-eminent provider of health care services of the highest quality for decades to come; and

WHEREAS, at a City Council workshop held on November 3, 2012 a presentation was made by BHS explaining the vision, purpose, and evaluation process leading to the strategic partnership together with the structure of the strategic partnership; and

WHEREAS, the formation of the strategic partnership and the related transactions were conditioned upon obtaining City Council approval of a modified lease with the new ownership entity to operate the hospital on the City-owned property; and

WHEREAS, the modifications to the existing lease, as amended, entitled Amended and Restated Lease Agreement ("Lease"), restructures the ownership entity with no changes to medical staff, retention of the Bayfront name and brand identity and no changes to the existing charity care policy of the Hospital; and

WHEREAS, BHS has been repurposed and renamed as Bayfront Health, Education and Research Organization, Inc. a not for profit corporation ("BHERO"); and

WHEREAS, BHERO and HMA have entered into a definitive agreement to own and operate the Hospital ("Agreement"), subject to City Council approval of the Lease; and

WHEREAS, under the Agreement, BHERO and HMA have formed Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company ("Joint Venture Entity") that will be owned 80% by Central Florida HMA Holdings, LLC, a wholly owned subsidiary of HMA and 20% by Bayfront HERO Holdings LLC ("BHH"), a wholly owned subsidiary of BHERO, with the potential for Shands to acquire a 20% interest in the Joint Venture Entity in the future; and

WHEREAS, the Joint Venture Entity has formed and owns 100% of another entity, Bayfront HMA Medical Center, LLC, a Florida limited liability company, which will execute the Lease, joined by the Joint Venture Entity, and be the tenant entity responsible for the operation and management of the Hospital; and

WHEREAS, the addition of the financial strength of its capital partner, HMA, together with the clinical and educational partner, Shands, will provide the opportunity for an infusion of significant capital for improvements and upgrades to the hospital functions and the addition of clinical and educational resources that Shands brings to the community; and

WHEREAS, a City Council workshop was held on January 17, 2013 for the purpose of providing updates on the status of the formation of the partnership, the status of lease negotiations, a review of eleven (11) business points providing the framework for the Lease, and the anticipated schedule for City Council approval once the Lease was in final form; and

WHEREAS, based on the January 17, 2013 workshop the Lease incorporating the eleven (11) business points discussed with City Council was developed and distributed for City Council's review on February 8, 2013; and

WHEREAS, on February 14, 2013 City Council conducted a detailed review and discussion of the Lease with City Staff and representatives from BHS and HMA; and

WHEREAS, based on direction from City Council certain modifications were made to the Lease; and

WHEREAS, HMA shall invest at least \$100,000,000 over the first five (5) years of the Initial Term, as hereinafter defined, in improvements in support of the Permitted Use, as hereinafter defined; and

WHEREAS, Tenant is committed to preserving the Hospital's charitable mission by continuing to provide charity care to needy and underserved persons who are unable to pay for all or a portion of their medical costs; and

WHEREAS, Tenant is committed to providing healthcare services to the public at a level equal to or greater than the services currently in existence; and

WHEREAS, Tenant also desires to pursue and fulfill several goals, including (i) growth; (ii) standardization to the industry's best practices; (iii) access to the human, intellectual and financial resources required to be the area's best healthcare provider; and (iv) opportunities to save costs across a broader platform; and

WHEREAS, the consideration for the Lease includes nominal monetary rent of \$160.00 for the extended term together with non-monetary consideration including but not limited to the continued operation of a fully functional licensed acute care hospital and ancillary services to City residents and the general public, including but not limited to the provision of charity care, and the provision of other community benefits as annually reported by tenant, and the surrender and / or conveyance to the city at the expiration, or earlier termination of the lease, of all real property and improvements, and trade fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital; and

WHEREAS, based on the foregoing, this City Council finds that the Lease serves a public purpose and is in the best interests of the persons residing within the geographic boundaries of the City ("Affected Community").

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this City Council finds that the continued operation of a fully functional licensed acute care hospital and ancillary services to City residents and the general public, including but not limited to the provision of charity care and the provision of other community benefits as annually reported by Tenant, on the City-owned real property commonly referred to as the Bayfront Medical Center located at 701 - 6th Street S, St. Petersburg ("Premises") pursuant to an Amended and Restated Lease Agreement ("Lease"), and the surrender and / or conveyance to the City at the expiration or earlier termination of the Term of the Lease of all real property and improvements and trade fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital constitutes sufficient compensation for the Lease with Bayfront HMA Medical Center, LLC, a Florida limited liability company, joined by Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company, for the Lease of the Premises (collectively "Entities") for an initial term of fifty (50) years with two (2) options to renew and extend the term of the Lease of ten (10) years each for nominal monetary rent together with non-monetary consideration serves a public purpose; and

BE IT FURTHER RESOLVED based on the foregoing that this City Council finds that the Lease serves a public purpose and is in the best interests of the persons residing within the geographic boundaries of the City ("Affected Community"); and

BE IT FURTHER RESOLVED, that the Mayor or his Designee is authorized to execute the Lease and all other documents necessary to effectuate this transaction after verification by the Mayor and City Attorney that the Entities have been legally created, have demonstrated the ability to perform as contemplated in the Lease; and that the persons executing the Lease have the authority to bind the Entities; and

BE IT FURTHER RESOLVED, that the Mayor, or his Designee, with the consent of the City Attorney is authorized to make non-substantial changes to the Lease prior to its execution.

This resolution shall be effective immediately upon its adoption.

LEGAL:

Administration

City Attorney (Designee)
Legal: 00170554.doc V. 6



CITY OF ST. PETERSBURG
MEMORANDUM

TO: The Honorable Karl Nurse, Chair and Members of City Council

FROM: Bruce E. Grimes, Director, Real Estate & Property Management *BE Grimes*

DATE: Meeting of February 21, 2013

SUBJECT: Bayfront Medical Center - Amended and Restated Lease Agreement

The council material distributed to City Council regarding the above subject indicated that there was an unresolved issue for which any resulting language will be provided to City Council on Tuesday, February 19, 2013.

City staff proposed and the Parties have agreed for the following language to be inserted into the recitals on the second page of the Lease agreement:

"WHEREAS, Joint Venture will spend One Hundred Million Dollars (\$100,000,000) during the first five (5) years of the Initial Term, as hereinafter defined, in connection with the Permitted Use, as hereinafter defined, and in furtherance of the provision of healthcare services to the St. Petersburg community, in a manner determined in the Joint Venture's sole discretion in light of the needs of the Hospital and related services required to ensure high quality delivery of care in a highly competitive hospital environment ("Spending Commitment"); and"

Further, adding the above recital also necessitated a minor revision to a subsequent recital:

WHEREAS, Joint Venture is a signatory to this Lease for the limited purposes of ~~acknowledgment of the Spending Commitment~~ and its agreement to be bound by the provisions set forth in paragraphs 7.3, 28.4, 31.6, 42 and 54 of this Lease; and

Attachments: Copy of lease page depicting inserted and modified language

CC: Tish Elston
Rick Mussett
Eva Andjujar

1 Health Management Associates, Inc., a Delaware for profit corporation ("HMA") have formed a
2 strategic partnership; and

3 WHEREAS, BHS and HMA through their wholly owned subsidiaries own Joint
4 Venture, and Joint Venture owns 100% of the equity of Tenant in clinical and educational
5 affiliation with Shands; and

6 WHEREAS, BHS has been repurposed and renamed as Bayfront Health, Education and
7 Research Organization, Inc. a not for profit corporation ("BHERO") and all references in this
8 Lease to BHS shall be deemed to refer to BHERO and all references to BHERO shall be deemed
9 to refer to BHS; and

10 WHEREAS, Tenant is the licensed operator of Bayfront Medical Center ("Hospital")
11 under the Florida Agency for Health Care Administration ("ACHA") and shall remain the
12 licensed operator of the Hospital for the Term of this Lease; and

13 WHEREAS, Joint Venture will spend One Hundred Million Dollars (\$100,000,000)
14 during the first five (5) years of the Initial Term, as hereinafter defined, in connection with the
15 Permitted Use, as hereinafter defined, and in furtherance of the provision of healthcare services
16 to the St. Petersburg community, in a manner determined in the Joint Venture's sole discretion
17 in light of the needs of the Hospital and related services required to ensure high quality
18 delivery of care in a highly competitive hospital environment ("Spending Commitment"); and

19 WHEREAS, Joint Venture is a signatory to this Lease for the limited purposes of
20 acknowledging the Spending Commitment and its agreement to be bound by the provisions set
21 forth in paragraphs 7.3, 28.4, 31.6, 42 and 54 of this Lease; and

Deleted: acknowledgment of
Deleted: 7.3,

22 WHEREAS, Tenant is committed to preserving BMC's charitable mission by continuing
23 to provide charity care to needy and underserved persons who are unable to pay for all or a
24 portion of their medical costs, as further described herein; and

25 WHEREAS, Tenant is committed to providing healthcare services to the public at a level
26 equal to or greater than the services that exist as of the Commencement Date; and

27 WHEREAS, Tenant also desires to pursue and fulfill several goals, including (i) growth;
28 (ii) standardization to the industry's best practices; (iii) access to the human, intellectual and
29 financial resources required to be the area's best healthcare provider; and (iv) opportunities to
30 save costs across a broader platform (collectively, "Goals"); and

31 WHEREAS, the Parties desire to execute an Amended and Restated Lease Agreement
32 consistent with the foregoing recitals and subject to the terms and conditions set forth below.

33 NOW THEREFORE, in consideration of the mutual covenants contained herein, the
34 Parties hereto agree as follows:

1 25.3.3. With respect to paragraph 25 of this Lease and the dispute resolution process set
2 forth above, it is agreed that neither Party is waiving any of its rights or remedies
3 that such Party may have at law or otherwise, including but not limited to the right
4 to seek specific performance of this Lease. It is further agreed that the Parties shall
5 have the right of specific performance of this Lease notwithstanding if such remedy
6 is available under applicable Laws.

7

Eva Andujar - Response to Mary Anne Reilly Questions

From: Tish Elston
To: Andujar, Eva; Scott, Terri; Taylor, Loretta; Tenison, Judy; Winn, Ma...
Date: 2/20/2013 12:09 PM
Subject: Response to Mary Anne Reilly Questions
CC: Badgley, Rick; Grimes, Bruce; Kanika Tomalin; Kovilaritch, Jacqueline...
Attachments: Bayfront answers to Bayfront HERO questions _1.pdf

Please find attached Bayfront's responses to the questions sent to Mayor and Council by Mary Anne Reilly. Please ensure that these answers are forwarded to Council today, so they can read them before tomorrow's Council meeting. Thanks. Tish

1. Has the foundation been formed? If so can we see the organizing documents and the entity's mission?

Response: The foundation is already in place as Bayfront Health System, Inc. ("Bayfront Health") and it will continue post-closing as a Code Section 501(c)(3) organization characterized as a public charity and will be repurposed and re-named Bayfront Health Education and Research Organization, Inc. ("Bayfront HERO").

Bayfront HERO's mission is being formulated at this time and will be specified in amended and restated governing documents. The current working draft of proposed restated governing documents includes the following purpose:

- To support and advance teaching and training in healthcare fields and to enter into academic affiliations consistent with this purpose.
- To improve community health through health education and wellness programs.
- To support research in healthcare fields to improve the health of residents in the communities served by Bayfront HERO.
- To support and enhance access to quality healthcare for underserved populations and uninsured members of communities served by the Corporation.
- To support and develop community healthcare prevention programs.
- To support an open access primary care center to serve the residents of St. Petersburg and Pinellas County.

2. Has it applied for 501(c)(3) status? If so may we see the application?

Response: It already has 501(c)(3) status as set forth above.

3. Who will the officers be? What will they be compensated? Do they have any affiliation with Bayfront Medical Center?

Response: The officers of Bayfront HERO have not yet been determined, nor has it been determined whether those officers will be members of a paid staff hired to perform the day to day functions of Bayfront HERO.

4. Who will serve on the Board of Trustees? Do they represent a broad cross section of the citizens of south Pinellas County? Has anyone been affiliated with Bayfront Medical Center?

Response: Most of the existing Bayfront Health System Board of Trustees will serve as the initial Board of Trustees for Bayfront HERO for the specific purpose of transitioning the organization to its repurposed mission. That Board is made up of a broad and diverse cross-section of St. Petersburg and Pinellas County residents. Service on the Board is uncompensated and voluntary. The listing of Bayfront's current Board and their occupations follows:

Bernadette "Bernie" Young, Professional Development Consultant
Steven Dupre, Attorney
Katie Pemble, Banker
Sue Brody, Hospital Executive (BHS President & CEO)
Trina Espinola, M.D., Physician (ENT)
Larry Davis, M.D., Physician (Pathology)
Jeff Hearn, Financial Advisor
Monte Trammer, Retired Publisher
Jay Miller, Developer
Juan Escobales, M.D., Primary Care
Vibhuti Singh, M.D., Cardiology
James Gillespie, Attorney
H. William Heller, Ed.D., University Dean

Sue Brody is the President & CEO of Bayfront Health System; Drs. Larry Davis; Trina Espinola; Vibhuti Singh and Juan Escobales are physicians on Bayfront's medical staff. Dr. Singh is an employed physician with Bayfront Cardiology Associates.

5. Where will their offices be located? Who is the landlord? What is the annual rent?

Response: Bayfront HERO's offices will be located at 744 6th Ave S., St Petersburg Florida. This building is among the assets being purchased by the new Bayfront joint venture. Current plans have this space being leased by HERO from the joint venture for a nominal rent, exact amount to be finalized with the lease agreement.

6. How will the assets be invested? Who will be the investment advisors? What will the annual fees be? (Normally one would expect to pay up to 1.5% of fair market value, which could be over \$2.3 million). Do the investment advisors have any current or prior affiliation with Bayfront Medical Center?

Response: As part of the transaction, Bayfront HERO is investing to acquire a 20% interest in the resulting joint venture. In addition to the net cash proceeds from the sale, Bayfront HERO will carry forward Bayfront Health's unrestricted cash, investments and receivables that are not being assumed by the purchaser.

The Board anticipates that the net proceeds available for investment post-closing will be invested in accordance with an investment policy that will mirror the structure, integrity and effectiveness of the existing Bayfront Health investment policy, which is managed by independent investment advisor SunTrust. The adoption of such a post-closing investment policy has not yet been completed, but will be done by the time of closing. Bayfront HERO expects to continue to pay fair market value annual fees for the services of its independent investment advisor.

- 7. How will the charity distribute funds and who will decide the recipient(s)? Foundations typically distribute 4% of asset value annually. That would be over \$6 million.**

Response: Bayfront HERO is at the very early stages of its planning. Bayfront's Board has been working to develop plans for Bayfront HERO's governance; operations: including policies and procedures; distribution guidelines and other elements required for the organization's successful function, in support and adherence to the organization's purpose as stated above. The Board will fully comply with the intent of its stated charitable mission and all laws applicable to charitable organizations.

- 8. What will annual expenses be and will anything be paid to a current employee or board member of Bayfront Medical Center?**

Response: For some period after the closing of the sale, Bayfront HERO will be settling up its agreements and liabilities that are not being assumed by the purchaser in the transaction. These are expected to be one-time expenses.

The Board is in the process of developing a preliminary budget which would include estimates of annual expenses. The members of the Board of Trustees are not currently compensated for their services on the Board and will not be compensated in the future. The Board expects to retain a small number of employees to assist with the wind-down activities. The Board is also evaluating the long-term employment needs of Bayfront HERO.

- 9. Was any consideration given to using an already established nonprofit? When a nonprofit hospital was sold in Venice, the proceeds went to establish a fund at the local Community Foundation**

Response: Bayfront Health is already an established 501(c)(3) non-profit organization, and it will retain that status when it changes its name to Bayfront HERO.



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E1
2

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: Dr. David McKay
 ADDRESS: 431 Southwest Blvd N
 REPRESENTING: Self
 AGENDA ITEM NO.: 47-Bayfront Jeep
 FOR: AGAINST: _____

FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E1.
3

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: Bernie Young
 ADDRESS: 2860 59th Circle S
 REPRESENTING: Bayfront Med Ctr
 AGENDA ITEM NO.: _____
 FOR: AGAINST: _____

FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E1.
4

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: James Gillogies
 ADDRESS: 408 Windmill Palm Ter NE 33703
 REPRESENTING: Bayfront Medical Center
 AGENDA ITEM NO.: Bayfront Medical / Restored Access E1
 FOR: AGAINST: _____

2013

3 MINUTE TIME LIMIT



(*Request to Speak Last)
 If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E-1.
 (1)

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: Jeffrey Fisher (Jeffrey Fisher)
 ADDRESS: 518 3rd Ave So.
 REPRESENTING: myself (Did Not Speak)
 AGENDA ITEM NO.: E-1
 FOR: _____ AGAINST: _____

FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E.
 (5)

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: STEVEN DUPRE (DUPRA)
 ADDRESS: 200 CENTRAL SUITE 2300
 REPRESENTING: BAYFRONT HEALTH SYSTEM
 AGENDA ITEM NO.: E.1 Bayfront Amended & Restated Lease
 FOR: _____ AGAINST: _____

FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E.
 (6)

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: Katie Pemble (Pemble)
 ADDRESS: 615 16th Ave NE
 REPRESENTING: Bayfront Board Member
 AGENDA ITEM NO.: _____
 FOR: _____ AGAINST: _____

FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E1.
7

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: JEFF HEARN
 ADDRESS: 105 MARON ST NE
 REPRESENTING: BAYFRONT BD. MEMBER
 AGENDA ITEM NO. : _____
 FOR: _____ AGAINST: FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E1.
8

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: LARRY J. DAVIS, M.D.
 ADDRESS: 764 - 71st Terrace So
 REPRESENTING: Bayfront Medical Board of Trustees
 AGENDA ITEM NO. : Bayfront Lease
 FOR: _____ AGAINST: FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E-1.
9.

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: Rebi Mazer
 ADDRESS: 300 2nd Ave SE. #30
 REPRESENTING: citizen
 AGENDA ITEM NO. : Bayfront
 FOR: _____ AGAINST: _____

FEB 21 2013

3 MINUTE TIME LIMIT

573



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E/
10.

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: Momma Tee Lassiter
 ADDRESS: _____
 REPRESENTING: _____
 AGENDA ITEM NO. : Bayfront
 FOR: _____ AGAINST: _____

FEB 21 2013

3 MINUTE TIME LIMIT

573

Attached documents for item Tourist Development Council. (Councilmember Curran) (Oral)

Attached documents for item Tampa Bay Estuary Program. (Councilmember Kornell) (Oral)

Attached documents for item WorkNet Pinellas Youth Economic Opportunity. (Councilmember Newton) (Oral)

Attached documents for item Tampa Bay Regional Planning Council. (Councilmember Newton)
(Oral)

Attached documents for item Tampa Bay Water. (Chair Nurse) (Oral)

Attached documents for item Lift Station 85 Albert Whitted Master, Force Main Part E, and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013):

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013

To: The Honorable Karl Nurse, Chair and Members of City Council

Subject: Awarding a contract to PCL Construction, Inc. in the amount of \$10,687,294.03 for the Lift Station 85 Albert Whitted Master, Force Main Part E, and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013); rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$391,000 from the Golf Creek Culvert Project (12548); and approving an appropriation in the amount of \$391,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the 8th Ave SE Storm Drainage Improvements Project (14013); and providing an effective date.

Explanation: The Procurement Department received three bids for the Lift Station 85 Albert Whitted Master, Force Main Part E and Related Projects (see below).

Lift Station 85 work consists of furnishing all labor, services, materials, and equipment necessary to construct a new 7.6 million gallon per day (average) wastewater pumping station located at the eastern terminus of 8th Avenue SE at the Albert Whitted Water Reclamation Facility (AWWRF) site. This pump station is designed to convey flows to the Southwest Water Reclamation Facility (SWWRF). Below ground work includes construction of a reinforced concrete wet well and dry pit structure approximately 59 feet long by 40 feet wide with a depth of 30 feet below grade; fiberglass influent chamber connecting to existing 54 inch diameter influent piping; dual chamber wet well and dual chamber dry pit containing six 300 HP submersible pumps with associated 16 inch diameter valves and piping; two slide gates; two channel grinders, sump pumps, access stairs and landings, and protective coatings.

Lift Station 85 above ground work includes construction of a pre-engineered metal building approximately 105 feet long by 56 feet wide by 25 feet high, above the wet well and dry pit containing a climate controlled electrical and controls room with 480V electrical power and controls, motor control centers and variable frequency drives, storage space, bathroom; 5-ton overhead bridge crane and hoist system for pump servicing; chemical scrubber odor control system; surge tank; forced air supply/exhaust ventilation system for wet well and dry pit; one 1,500 KW emergency generator and 5,200 gallon fuel tank; and site improvements including driveway, paved parking, sodding, fencing, gates, and restoration of surface features.

Related AWWRF work includes Injection Well piping modifications consisting of construction of approximately 1,100 LF of 24" diameter ductile iron reclaimed water main injection well piping and associated valves, fittings, and appurtenances; one 24" diameter ductile iron above grade metering and flow control assembly with two 24" diameter throttling control valves and two 24" diameter magnetic flow meters; one connection to existing 36" diameter reclaimed water main; two connections to existing 24" diameter reclaimed water main injection well piping; 2 each 36" diameter and 4 each 24" diameter butterfly valves and valve boxes; approximately 230 LF of 6" diameter Reward Well piping for connection of existing Reward Well to Lift Station 85; power and control wiring and conduit from new meter assembly valves and Reward Well flow meter to Lift Station 85; crushed shell access road to existing Injection Well No. 2 and existing monitoring well; and restoration of surface features. This work will allow continued operation of the deep injection wells at the AWWRF site after decommissioning AWWRF.

Airport work includes construction of four 6 to 10 ft diameter fiberglass manholes replacing an existing underground concrete junction box and manhole within the Albert Whitted Airport, and airport runway maintenance-of-traffic operations during construction. The existing junction box and manholes have exceeded their expected service life, and the Force Main Part E piping will be utilized for temporary bypass pumping to allow the manhole replacement work to be completed in an economical manner.

Work includes Force Main Part E, consisting of construction of approximately 2,840 LF of 30" diameter ductile iron sanitary sewer force main piping and associated valves, fittings, and appurtenances; 50 LF of 48-inch diameter steel casing using jack and bore method; 1 each 30" diameter plug valve and valve box; 5 air release valves and vaults; 4,000 SY asphalt pavement restoration; miscellaneous sanitary sewer and storm drainage replacement; traffic control; and restoration of surface features. Force Main Part E will be constructed within existing easements and right of way westerly along 8th Avenue SE from the AWWRF to 1st Street, and along 1st Street from 8th to 6th Avenue S, connecting to Force Main Part D.

Work includes 8th Avenue SE Storm Drainage Improvements in the vicinity of 500 8th Avenue SE consisting of construction of approximately 184 LF of Reinforced Concrete Pipe ranging in sizes from 30-inch to 36-inch diameter; 120 LF of Elliptical Reinforced Concrete Pipe ranging in sizes from 19-inch by 30-inch to 24-inch by 38-inch diameter; 4 manholes; 4 catch basins; restoration of 950 SY of heavy-duty roadways; 390 LF of concrete curbing; 1,000 SF of sodding; traffic control; and restoration of surface features. This work will improve localized street flooding conditions. When constructed along with the Force Main Part E project, disruption to business and motorists, and street and surface restoration expenses will be minimized.

Pursuant to City Council approval on February 3, 2011 to decommission the AWWRF, and approval to proceed with detail design on December 15, 2011, this project is the fourth of five related projects designed to convey wastewater flows from the Albert Whitted Water Reclamation Facility to the Southwest Water Reclamation Facility.

The project was designed in five parts during the first nine months of 2012. The strategy to utilize multiple consultant engineers and multiple contractors is intended to reduce the design and construction time requirements by employing the services of a greater number of engineering and construction firms concurrently. This strategy also enhances the competitive bidding process by providing multiple opportunities for local utility contractors to bid on projects within their bonding capabilities, as well as minimizing capital cost to the City. Four of these five projects have been bid, and the fifth project will be advertised for bidding during January 2013. Construction of the projects will proceed during 2013, and start up and testing of the new facilities will commence in Spring 2014, and demolition of the AWWRF is planned for 2015.

When completed, the proposed sanitary sewer force main and Lift Station 85 will eliminate the need for continued operation of the AWWRF, resulting in an estimated present worth savings of \$32 million in capital and operating expenses over a 20 year period.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within four hundred eighty (480) consecutive calendar days thereafter. Bids were opened on January 8, 2013 and are tabulated as follows:

<u>Bidder</u>	<u>Total</u>
PCL Construction, Inc. (Thonotosassa, FL)	\$10,687,294.03
Brasfield & Gorrie, Inc. (Fairburn, GA)	\$11,300,000.00
Westra Construction, Corp. (Palmetto, FL)	\$12,347,273.81

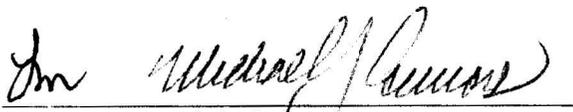
The lowest responsive bidder, PCL Construction, Inc., has met the specifications, terms and conditions for Bid No. 7408 dated November 8, 2012, and has satisfactorily performed similar work for Tampa Bay Water, Pinellas County Utilities, and the City of Phoenix. Principals of the firm are Luis S. Ventoza, President/Director; Tom R. O'Donnell, Director; and Shawn W. Britton, Secretary/Treasurer/Director.

Administration recommends awarding this contract to PCL Construction, Inc. in the amount of \$10,687,294.03.

Cost/Funding/Assessment Information: Funds are available in the Water Resources Capital Projects Fund (4003), SAN LS#85 FM Part E FY13 Project (13978) (\$1,890,000), LST #85 AW Master FY13 Project (13819) (\$8,407,000), and WRF AW PS Final Design FY12 Project (13378) (\$764,000). Funds will be available after the rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$391,000 from the Golf Creek Culvert Project (12548) and an appropriation in the amount of \$391,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the 8th Ave SE Storm Drainage Improvements Project (14013).

Attachments: Map
Resolution

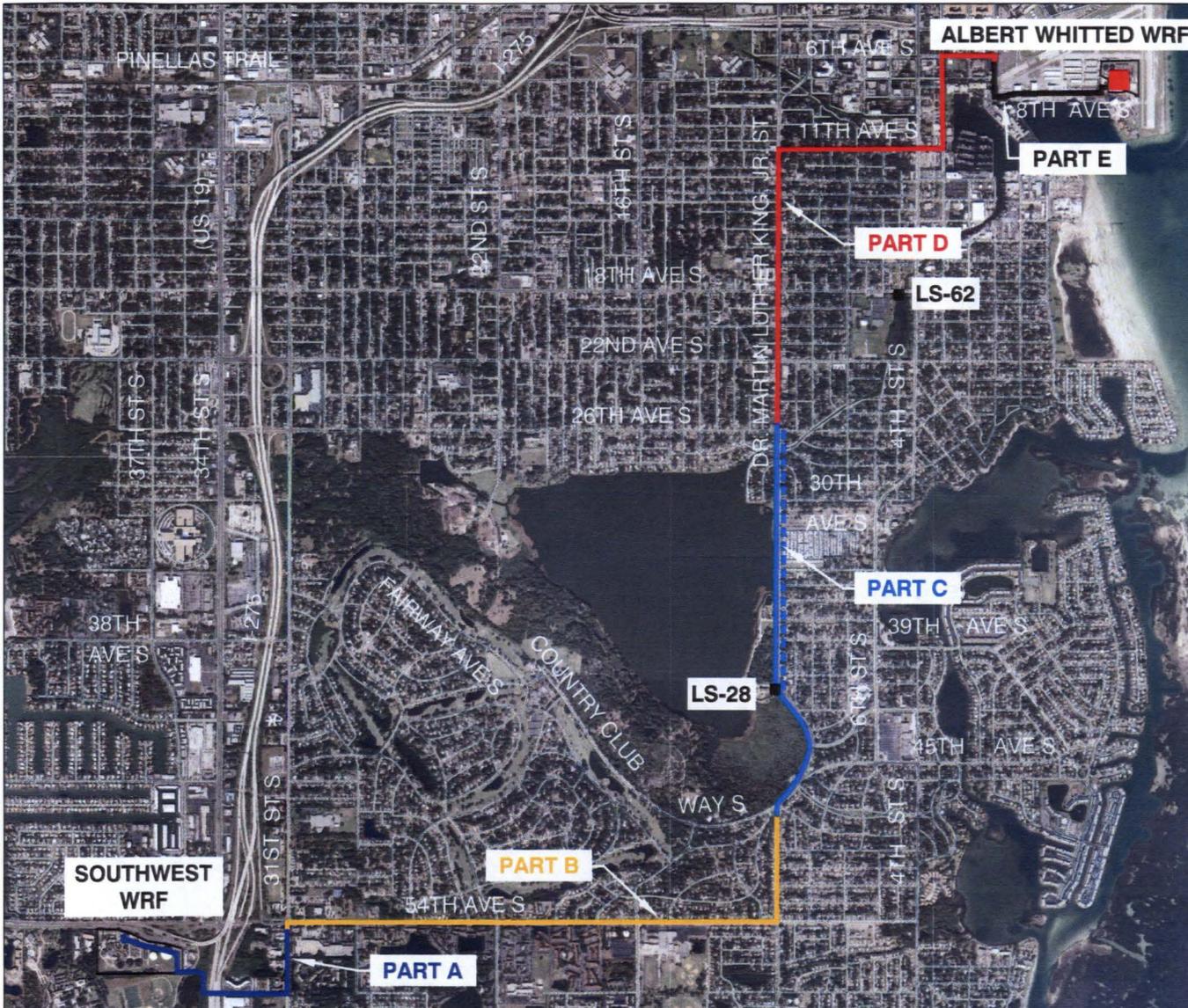
Approvals:



Administrative



Budget



LEGEND

- HAZEN & SAWYER FORCE MAIN PART A
- McKIM & CREED FORCE MAIN PART B
- CDM FORCE MAIN PART C
- CDM GRAVITY MAIN PART C
- GEORGE F. YOUNG FORCE MAIN PART D
- CITY FORCE MAIN PART E
- AECOM LIFT STATION 85
- CAROLLO ALBERT WHITTED WRF DEMOLITION



LIFT STATION 85 & 30" FORCE MAIN ROUTE



Map Number:	
Cost Code:	
Scale:	NTS
Date:	SEPTEMBER, 2012

AWWRF FLOW TRANSFER IMPLEMENTATION PLAN

Engineering Department
City of St. Petersburg

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO PCL CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$10,687,294.03 FOR CONSTRUCTION OF LIFT STATION 85 ALBERT WHITTED MASTER, FORCE MAIN PART E AND RELATED PROJECTS (ENGINEERING PROJECT NOS. 12016-111, 12013-511, 12017-111 AND 12030-110; ORACLE NOS. 13819, 13978, 13378 AND 14013); AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) IN THE AMOUNT OF \$391,000 FROM THE GOLF CREEK CULVERT PROJECT (12548); APPROVING AN APPROPRIATION IN THE AMOUNT OF \$391,000 FROM THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) RESULTING FROM THIS RESCISSION TO THE 8TH AVE SE STORM DRAINAGE IMPROVEMENTS PROJECT (14013); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three bids for Lift Station 85 Albert Whitted Master, Force Main Part E and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111 and 12030-110; Oracle Nos. 13819, 13978, 13378 and 14013) pursuant to Bid No. 7408 dated November 8, 2012; and

WHEREAS, PCL Construction, Inc. has met the specifications, terms and conditions of Bid No. 7408; and

WHEREAS, the Administration recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid and award of an agreement to PCL Construction, Inc. in a amount not to exceed \$10,687,294.03 for construction of Lift Station 85 Albert Whitted Master, Force Main Part E and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111 and 12030-110; Oracle Nos. 13819, 13978, 13378 and 14013) is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

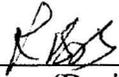
BE IT FURTHER RESOLVED that the unencumbered appropriation in the Stormwater Drainage Capital Improvement Projects Fund (4013) in the amount of \$391,000 from the Golf Creek Culvert Project (12548) is hereby rescinded; and

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Storm water Drainage Capital Projects Fund (4013) resulting from this rescission the following appropriation for Fiscal Year 2013:

<u>Stormwater Drainage Capital Projects Fund (4013)</u>	
8th Ave SE Storm Drainage Improvements Project (14013)	\$391,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)



Budget Department

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 08-5-A/W to the agreement between the City of St. Petersburg and AECOM Technical Services, Inc. (AECOM) in the amount of \$198,669 for professional construction phase services for the Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111, Oracle No. 13819).

EXPLANATION: On February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility with the wastewater to be diverted to the Southwest Water Reclamation Facility.

Task Order: This item relates to the construction phase services for Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111).

On November 22, 2008, the City Council approved a Master Engineering Agreement with the professional consulting engineering firm AECOM for Miscellaneous Professional Services for Potable Water, Wastewater, and Reclaimed Water Projects.

On November 16, 2011, the City administratively issued a Limited Notice to Proceed for Task Order No. 08-5-A/W in the amount of \$80,000.

On December 15, 2011, City Council approved Task Order No. 08-5-A/W with AECOM in the amount of \$605,070 for detailed engineering design and development of plans and specifications for a new 7.6 million gallon per day (average day flow rate) master lift station to pump the diverted flow through a new force main to the SWWRF. The lift station will have mechanical grinders, two wet wells, a dry well for the dry pit submersible pumps, a chemical odor control system, an emergency generator, and a controlled access road. A flow diversion chamber will be provided to divert the flow from the AWWRF to the new lift station. The project also included rehabilitation of one upstream sanitary sewer manhole and one major junction chamber, both of which are located within the airport boundary. The consultant's tasks included geotechnical evaluation, development of drawings and technical specifications, permitting and bidding services. The work included the design services for the development of pipeline guidelines and specifications for a new master lift station force main which will be utilized as a standard for all force main segments. This work involved conducting a hydraulic analysis of the proposed Lift Station 85, the proposed Lift Station 85 force main, the existing Lift Station 28 and the existing Lift Station 28 force main.

location. Specifications and details will be developed and provided for use as a standard on each segment of the force main.

Amendment No. 1 to Task Order No. 08-5-A/W, in the amount of \$198,669 provides for construction phase services including but not limited to, attending the preconstruction meeting, shop drawing and submittal reviews, site visits as required by the City, interpreting and/or clarifying design intent if required, assisting with pre-final and final inspections, and preparing record drawings.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-5-A/W to the agreement between the City of St. Petersburg and AECOM Technical Services, Inc. (AECOM) in the amount of \$198,669 for professional construction phase services for the Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111, Oracle No.13819).

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Water Resources Capital Projects Fund (4003), Lift Station #85 Albert Whitted Master FY13 Project (13819).

ATTACHMENTS: Resolution

APPROVALS:
TBG Administrative

Budget

RESOLUTION NO. 2013 _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 08-5-AW TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND AECOM TECHNICAL SERVICES, INC. (AECOM) IN THE AMOUNT OF \$198,669 FOR PROFESSIONAL CONSTRUCTION PHASE SERVICES FOR THE LIFT STATION 85 ALBERT WHITTED MASTER (ENGINEERING PROJECT NO. 12016-111, ORACLE NO. 13819); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this item relates to the construction phase services for Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111); and

WHEREAS, on February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility with the wastewater to be diverted to the Southwest Water Reclamation Facility; and

WHEREAS, on November 22, 2008, the City Council approved a Master Engineering Agreement with the professional consulting engineering firm AECOM for Miscellaneous Professional Services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, on November 16, 2011, the City administratively issued a Limited Notice to Proceed for Task Order No. 08-5-AW in the amount of \$80,000; and

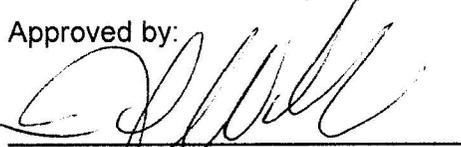
WHEREAS, on December 15, 2011, City Council approved Task Order No. 08-5-AW with AECOM in the amount of \$605,070 for detailed engineering design and development of plans and specifications for a new 7.6 million gallon per day (average day flow rate) master lift station to pump the diverted flow through a new force main to the SWWRF; and

WHEREAS, this Amendment No. 1 to Task Order No. 08-5-AW, in the amount of \$198,669 provides for construction phase services.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 1 to Task Order No. 08-5-AW to the agreement between the City of St. Petersburg and AECOM Technical Services, Inc. (AECOM) in the amount of \$198,669 for professional construction phase services for the Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111, Oracle No. 13819); and providing an effective date.

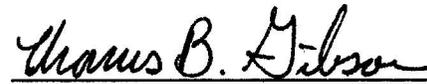
This resolution shall become effective immediately upon its adoption.

Approved by:


Legal Department

By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.

Engineering Director

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for Albert Whitted Water Reclamation Facility Decommissioning (Engineering Project No. 12017-111, Oracle No.13378); and providing an effective date.

EXPLANATION: On November 21, 2008, the City Council approved a Master Agreement with the professional consulting engineering firm of Carollo Engineers, P.C. for Potable Water, Wastewater and Reclaimed Water Projects.

On February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility (AWWRF) with the wastewater to be diverted to the Southwest Water Reclamation Facility.

On January 18, 2012, Task Order No. 08-8-CE/W with Carollo Engineers, P.C. was administratively approved in the amount of \$99,960 for detailed engineering design and development of plans and specifications for a new 24-inch diameter reclaimed water injection well main approximately 1,100 feet in length. This new reclaimed water injection well main will connect to the existing reclaimed water main at the AWWRF and connect to existing Injection Wells No. 1 and No. 2 at the AWWRF. Included in this scope of work is a topographic survey of the proposed pipe route, one 24" diameter above grade metering and flow control assembly with throttling control valves and two magnetic flow meters; approximately 230 LF of 6" diameter Reward Well piping for connection of existing Reward Well to Lift Station 85; power and SCADA control wiring and conduit from the new meter assembly and Reward Well flow meter to Lift Station 85; crushed shell access road to existing Injection Well No. 2 and existing monitoring well; coordination with the Florida Department of Environmental Protection (FDEP) for any permits or authorizations, and bidding services.

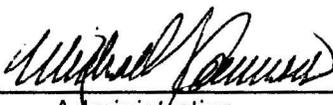
Amendment No. 1 to Task Order No. 08-8-CE/W, in the amount of \$30,567 provides for construction phase services including but not limited to, attending the preconstruction meeting, shop drawing and submittal reviews, site visits as required by the City, interpreting and/or clarifying design intent, assisting with pre-final and final inspections, and preparing record drawings.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for the Albert Whitted Water Reclamation Facility Decommissioning (Engineering Project No. 12017-111, Oracle No. 13378).

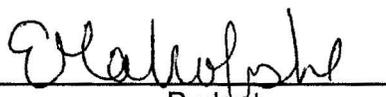
COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Water Resources Capital Projects Fund (4003), WRF AW PS Final Design FY12 Project (13378).

ATTACHMENTS: Resolution

APPROVALS:



Administrative
TBG



Budget

RESOLUTION NO. 2013 _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO.1 TO TASK ORDER NO. 08-8-CE/W TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND CAROLLO ENGINEERS, P.C. IN THE AMOUNT OF \$30,567 FOR PROFESSIONAL CONSTRUCTION PHASE SERVICES FOR ALBERT WHITTED WATER RECLAMATION FACILITY DECOMMISSIONING (ENGINEERING PROJECT NO. 12017-111, ORACLE NO.13378); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 21, 2008, the City Council approved a Master Agreement with the professional consulting engineering firm of Carollo Engineers, P.C. for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, on February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility (AWWRF) with the wastewater to be diverted to the Southwest Water Reclamation Facility; and

WHEREAS, on January 18, 2012, Task Order No. 08-8-CE/W with Carollo Engineers, P.C. was administratively approved in the amount of \$99,960 for detailed engineering design and development of plans and specifications for a new 24-inch diameter reclaimed water injection well main approximately 1,100 feet in length; and

WHEREAS, this Amendment No. 1 to Task Order No. 08-8-CE/W, in the amount of \$30,567 provides for construction phase services.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for Albert Whitted Water Reclamation Facility Decommissioning (Engineering Project No. 12017-111, Oracle No.13378); and providing an effective date.

This resolution shall become effective immediately upon its adoption.

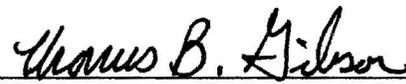
Approved by:



Legal Department

By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.

Engineering Director



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

E7.

CITY OF ST. PETERSBURG, PUBLIC HEARING

(1)

NAME: DAVID MCKAZIP, M.D.
 ADDRESS: 431 SW BLVD N
 REPRESENTING: self
 AGENDA ITEM NO.: Consent A-
 FOR: ~~self~~ ? AGAINST: _____

3 MINUTE TIME LIMIT

Attached documents for item Authorizing the Mayor or his designee to accept \$146,559 from Pinellas County (“County”) as the City’s share of the FY2012 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding of law enforcement initiatives as set out in the County’s

St. Petersburg City Council
Consent Agenda
Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept \$146,559 from Pinellas County ("County") as the City's share of the FY2012 Edward Byrne memorial Justice Assistance Grant ("JAG") to continue funding of law enforcement initiatives as set out in the County's grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2012 Project (TBD); and providing an effective date.

EXPLANATION: The City and Pinellas County ("County") are Bureau of Justice Statistics ("BJS") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. Because BJS determined that the City and the County had a disparate allocation of JAG funds, the City and County were required to evenly divide funds available to the two entities. The City of St. Petersburg and the Pinellas County Board of County Commissioner ("County") entered into a Memorandum of Understanding agreeing to allocate \$146,559 of the \$293,118 FY2012 Edward Byrne Memorial Justice Assistance Grant ("JAG") to each entity's law enforcement agency. The County will serve as the grant applicant and fiscal agent. The City will submit expenditure documentation to the County for reimbursement of eligible costs. The grant requires no local matching funds.

The City's \$146,559 will be used to continue funding for a number of law enforcement and crime prevention initiatives that were started under the Local Law Enforcement Block Grant Program. These initiatives include supplemental support for Community Resource Centers, WRXB Radio Program, Volunteer Programs, Rental Vehicles for Special Operations, Auto Theft Clubs, Crime Prevention copier costs, and Law Enforcement Overtime for neighborhood safety.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept \$146,559 from Pinellas County ("County") as the City's share of the FY2012 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding law enforcement initiatives as set out in the County's grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG2012 Project (TBD)and providing an effective date.

COST/FUNDING Information: The grant will fund law enforcement and crime prevention initiatives effective October 1 2011 through September 30, 2015. A supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to Police, Fiscal Support (140-1389), JAG 2012 Project (TBD) is required.

Approvals:

Administration: _____ Budget: _____

Legal: 00169440.doc v.2

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT \$146,559 FROM PINELLAS COUNTY ("COUNTY") AS THE CITY'S SHARE OF THE FY 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") TO CONTINUE FUNDING OF LAW ENFORCEMENT INITIATIVES AS SET OUT IN THE COUNTY'S GRANT APPLICATION, AND TO EXECUTED ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$146,559 FROM THE INCREASE IN THE UNAPPROPRIATED BALNCE OF THE POLICE GRANT FUND (1702), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE POLICE DEPARTMENT, FISCAL SUPPORT (140-1389) JAG 2012 PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Pinellas County ('County) are Bureau of Justice Statistics ("BJS") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds; and

WHEREAS, because BJS determined that the City and the County had a disparate allocation of the JAG funds, the City and County were required to evenly divide the funds available to the two entities; and

WHEREAS, the City and the County have entered into a Memorandum of Understanding stipulating that the FY 2012 JAG Award of \$293,118 will be allocated evenly between the parties (\$146,559 to each entity); and

WHEREAS, pursuant to the MOU, the County applied for the JAG funds and was designated as the grant applicant and fiscal agent for distribution of the funds; and

WHEREAS, the City will submit expenditure documentation for the County for reimbursement of eligible costs; and

WHEREAS, the JAG Grant requires no matching funds; and

WHEREAS, the City's \$146,559 will be used to continue funding for a number of law enforcement and crime prevention initiatives that were started under the Local Law Enforcement Block Grant Program, including a supplemental support for Community Resource Centers, WRXB Radio Program, Volunteer Programs, Rental Vehicles for Special Operations, Auto Theft Clubs, Crime Prevention Copier Costs, and Law Enforcement Overtime for neighborhood safety; and

WHEREAS, a supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2012 Project (TBD) is required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept \$146,559 from Pinellas County ("County") as the City's share of the FY2012 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding law enforcement initiatives as set out in the County's grant application, and to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, the following supplemental appropriation for FY 2013:

Police Grant Fund (1702))

Police Department, Fiscal Support (1401389), JAG 2012 Project (TBD) \$146,559
and;

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: _____ Administration: _____

Budget: _____

Legal: 00169436.doc v. 2



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

June 29, 2012

Mr. Robert LaSala
Pinellas County
315 Court Street
Clearwater, FL 33756-3165

Dear Mr. LaSala:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$293,118 for Pinellas County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Denise O'Donnell
Director

Enclosures



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (including Zip Code) Pinellas County 315 Court Street Clearwater, FL 33756-5165		4. AWARD NUMBER: 2012-DJ-BX-0034					
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2015 BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2015					
		6. AWARD DATE 06/29/2012	7. ACTION				
1A. GRANTEE IRS/VENDOR NO. 596000805		8. SUPPLEMENT NUMBER 00 Initial					
		9. PREVIOUS AWARD AMOUNT \$ 0					
3. PROJECT TITLE FY 2012 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 293,118					
		11. TOTAL AWARD \$ 293,118					
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).							
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.							
15. METHOD OF PAYMENT CPRS							
AGENCY APPROVAL		GRANTEE ACCEPTANCE					
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Robert LaSala County Administrator					
17. SIGNATURE OF APPROVING OFFICIAL		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE <i>Robert LaSala</i> 7-18-12					
20. ACCOUNTING CLASSIFICATION CODES		21. LDUJ07D110					
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		293118

OJP FORM 40002 (REV. 5-97) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 40002 (REV. 4-95)

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

[Signature]
Attorney



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 7

PROJECT NUMBER 2012-DJ-BX-0034

AWARD DATE 06/29/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 7

PROJECT NUMBER 2012-DJ-BX-0034

AWARD DATE 06/29/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 65 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

RS
CA



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 7

PROJECT NUMBER 2012-DJ-BX-0634

AWARD DATE 06/28/2012

SPECIAL CONDITIONS

13. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

14. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
15. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantees shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 7

PROJECT NUMBER 2012-DJ-BX-0034

AWARD DATE 06/29/2012

SPECIAL CONDITIONS

16. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
17. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
18. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
19. Bulletproof vests purchased with JAG funds may be purchased at any fireart level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
20. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
21. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
22. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 6 OF 7

PROJECT NUMBER 2012-DJ-BX-0034

AWARD DATE 06/29/2012

SPECIAL CONDITIONS

24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
26. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
27. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
28. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
29. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
30. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfil.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfil.org).
31. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
32. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

BJA
GA



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 7 OF 7

PROJECT NUMBER 2012-DJ-BX-0034

AWARD DATE 06/29/2012

SPECIAL CONDITIONS

33. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

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Attached documents for item Pinellas Planning Council. (Councilmember Kennedy) (Oral)

Attached documents for item Advisory Committee on Pinellas Transportation (ACPT) & Intelligent Traffic System (ITS). (Councilmember Kennedy) (Oral)

Attached documents for item Requesting to amend the Central Avenue Revitalization Plan to reflect the desire of Council to not have brick medians or bulb-outs constructed on Central Avenue.
(Councilmember Danner)

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **February 8, 2013**

COUNCIL DATE: **February 21, 2013**

RE: ***Central Avenue Revitalization Plan Amendment***

ACTION DESIRED:

Respectfully request to amend the ***Central Avenue Revitalization Plan*** to reflect the desire of Council to not have brick medians or bulb-outs constructed on Central Avenue.

Jeff Danner, Council Member
District 8

2013-85A

A RESOLUTION REQUESTING THE LEGAL DEPARTMENT TO SUBMIT TO CITY COUNCIL AMENDED LANGUAGE REFLECTING COUNCIL DISCUSSION FOR THE CENTRAL AVENUE REVITALIZATION PLAN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Legal Department is requested to submit to City Council amended language reflecting Council discussion for the Central Avenue Revitalization Plan.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

F-1.
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CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: DAVID MCKEATIP

ADDRESS: 431 SW 32ND

REPRESENTING: Self

AGENDA ITEM NO. : Central Ave Beautification

FOR: _____ AGAINST: _____

3 MINUTE TIME LIMIT

FEB 21 2013

Attached documents for item Referring to the Budget, Finance & Taxation Committee a discussion regarding allocating a percentage of total deposits to a local bank. (Councilmember Kornell)

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **February 14, 2013**

COUNCIL DATE: **February 21, 2013**

RE: ***Referral to the Budget, Finance & Taxation Committee***

ACTION DESIRED:

Respectfully request to refer to the Budget, Finance & Taxation Committee a discussion regarding allocating a percentage of total deposits to a local bank.

Steve Kornell, Council Member
District 5

Attached documents for item Requesting a City Council Workshop or Committee of the Whole to discuss city public use days at Tropicana Field. (Councilmember Newton)

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **February 14, 2013**

COUNCIL DATE: **February 21, 2013**

RE: ***Referral to a City Council Workshop or Committee of the Whole***

ACTION DESIRED:

Respectfully request a discussion pertaining to city public use days at Tropicana Field.

Wengay Newton
Council Member

Attached documents for item Requesting City Council change the start time of the March 21, 2013 City Council meeting to 8:30 a.m. (Chair Nurse)

COUNCIL AGENDA NEW BUSINESS

To: The Honorable Members of City Council

Date: February 19, 2013

Council Date: February 21, 2012

RE: Changing the time of the March 21, 2013 City Council Meeting

Action Requested:

Respectfully requesting City Council change the start time of the March 21, 2013 City Council meeting to 8:30 a.m.

Rationale:

In light of the activities scheduled in connection with the St. Petersburg Grand Prix; recommending City Council to amend the meeting start time to allow for Council's full involvement surrounding the events.

*Karl Nurse, Chair
City Council Member*

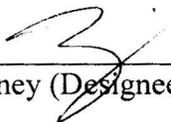
2013 - 86

A RESOLUTION APPROVING A CHANGE IN THE START TIME FOR THE MARCH 21, 2013 CITY COUNCIL MEETING FROM 3:00 P.M. TO 8:30 A.M. WITH PUBLIC HEARINGS AT 9:00 A.M.; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that a change in the start time for the March 21, 2013 City Council meeting from 3:00 p.m. to 8:30 a.m. with public hearings at 9:00 a.m. is hereby approved.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

F4

Attached documents for item Emergency Medical Services (EMS) Committee. (2/7/13)

Committee Report

EMS COMMITTEE

St. Petersburg City Council

Thursday, February 7, 2013

Immediately Following City Council Meeting

City Hall Conference Room 100

Committee Members: Jim Kennedy, Charlie Gerdes, Leslie Curran, Bill Dudley
Alternate – Jeff Danner

A G E N D A

Call to Order

Chair Jim Kennedy

Election of New Chair & Vice Chair

Chair Kennedy

Councilmember Kennedy was re-elected as Chair.

Councilmember Dudley was elected as Vice Chair

Update on Fitch Study

Mayor Bill Foster, Chief S. Knight

Chief Steven Knight and Mayor Foster advised that each had met with the consultant, Mr. Fitch, and that a draft report was to be produced by April 15th and a Final Report by May 15, 2013.

Update on Priority Dispatch

Mayor Bill Foster, Chief S. Knight

Chief Steven Knight distributed handouts, including Pinellas County Ordinance 88-12, the Emergency Medical Services Ordinance, and County Resolutions 09-37 and 09-38. He advised the Committee that the Board of County Commissioners' decision to implement Phase III of Priority Dispatch as of June 1, 2013, would eliminate City first response to 4000 calls within the City of St. Petersburg, with the impact of reducing calls to St. Petersburg Fire & Rescue by less than one call per unit per day. This would not put any St. Petersburg Units out of service. The Mayor suggested no action be taken until the Fitch Study is released.

Council Discussion

No action was taken.

Adjourn

Meeting adjourned at approximately 3:53 pm.

Attached documents for item Budget, Finance & Taxation Committee. (2/14/13)

**St. Petersburg City Council
BUDGET, FINANCE & TAXATION COMMITTEE**

Committee Report for February 14, 2013

Members: Chair James R. "Jim" Kennedy, Jr.; Vice-Chair Charles Gerdes; Karl Nurse; Leslie Curran and William Dudley (alternate).

Support Staff: Jennifer Millet, Collection Officer, Billing & Collections
Thomas Hoffman, Controller, Finance Department

**Call to Order and Roll Call
Approval of Agenda
Approval of Minutes**

1. New Business/ Deferred Business

a. 1st Quarter Financial Reports

Anne Fritz, Finance Director, presented the following quarterly reports dated December 31, 2012: Investment Report, Debt Service Report, Pension Investment Report, Weeki Wachee Fund Report, Budget vs. Actual Report and provided the following highlights of same:

There was continued weakness in the investment earnings as low interest rate environment continues to persist. The City will continue to show a decline in the earnings rates on investments in the coming quarters as instruments with higher coupon rates are matured or called. The current amortized book value of the portfolio is \$388.0 million and the corresponding market value is \$391.1 million with a total unrealized gain of \$3.1million. When all sources of interest income earnings are combined for the twelve months ended December 31, 2012, the City's investment earnings were \$4.6 million, or an average return of 1.24%. The earnings are expected to continue to decrease in the future as the low rate environment continues with little recovery expected until 2014.

Ms. Fritz commented briefly and stated that the debt mostly involves the Stadium and funding sources and how we expect to be paid. She also stated that new numbers will be included in the next report.

Ms. Fritz stated that The Employee Retirement System, Fire and Police pension plans had good year for 2012 & first quarter for 2013 overall, however, all numbers will be revised based upon the next actuarial study for the next report.

Mr. Fritz stated that as of December 31 2012 there was an undesignated fund balance right now is slightly over \$2 million because of a good quarter. She also noted that December 31, 2012 reported a market value gain of 9.8% over amortized book value and Fixed Income reported a market value gain of 3.7% over amortized book value which is representative of the overall stock market. Ms. Fritz also stated that during the reporting period, the Weeki Wachee Fund

had interest and dividend income earnings of \$45,994 and realized and unrealized investment gains of \$110,190.

Mrs. Denise Labrie, Interim Budget & Management Director, presented and discussed the FY13 Budgetary Analysis and Fund Balance Report for the 1st Quarter.

Mrs. Labrie provided the Quarterly Fund Status report which included a comparison of the projected ending fund balances with established targets and an update on how funds are performing and a look ahead to the end of the fiscal year from a budgetary standpoint. She reviewed the highlights of the FY 2013 Quarterly CIP Projects Closed Report, generated in response to Council's request. Finally, Mrs. Labrie discussed the various charts provided to the Committee regarding revenue projections in the General Fund relating to Utility and Communication Services taxes and the impact in terms of weather and State Legislation. She pointed out that the \$1.48M shortfall is for Communication and Services Tax.

Chair Kennedy commented regarding fund balances and requested that Administration provide an update prior to the next Quarterly Report.

Mrs. Elston addressed the Committee's comments and questions and was asked to report back to BFT.

b. Graystone Consulting – Update

Ms. Anne Fritz, Director of Finance introduced Mr. Charles Mulfinger, a representative of Graystone Consulting, the firm recommended by the Evaluation Committee for the award of the Investment Consultant/Manager services contract for the Weeki Wachee Fund provided the Committee with an update regarding the recommended change in the investment policy.

Ms. Fritz stated that the intent of today's discussion is a follow up to the January 15, 2013 Investment Oversight Committee meeting regarding the recommended change to the investment policy. Ms. Fritz provided a brief overview of the meeting to the Committee prior to Mr. Mulfinger's presentation.

Mr. Mulfinger briefly summarized the handout provided to the Committee regarding asset allocation including alternatives. Mr. Mulfinger stated that asset allocation provides a different mix of investments which will achieve a target by providing less risk.

Mr. Mulfinger and Mr. Michael Connors, Administrator, Public Works, addressed the Committee's comments and questions. After discussion, Mr. Karl Nurse motioned that the Investment Policy be amended to include the Alternatives as outlined for the Weekie Wachee Fund. All were in favor with the exception of CM Curran. Motion Passed.

- 2. New Business Item Referrals - None**
- 3. Continued Business/Deferred Business**
- 4. Reports – None**
- 5. Next Meeting Agenda Tentative Issues**
 - 1. February 28, 2013**
 - a. 1st Quarter Grants Report (Wayne Finley)**
 - 2. March 14, 2013**
 - a. Property Insurance Renewal (Gary Cornwell)**
 - 3. March 28, 2013**
 - a. Post Audit for FY12 (Anne Fritz)**
- 6. Adjournment - meeting adjourned at 9:27.a.m.**

**St. Petersburg City Council
BUDGET, FINANCE & TAXATION COMMITTEE**

REVISED

Committee Report for February 14, 2013

Members: Chair James R. "Jim" Kennedy, Jr.; Vice-Chair Charles Gerdes; Karl Nurse; Leslie Curran and William Dudley (alternate).

Support Staff: Jennifer Millet, Collection Officer, Billing & Collections
Thomas Hoffman, Controller, Finance Department

Call to Order and Roll Call

Approval of Agenda

Approval of Minutes

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Ms. Fritz commented briefly and stated that the governmental debt mostly involves the Stadium and funding sources and how we expect to be paid. She further reviewed the Enterprise Debt required debt service, and noted that due to the recent new bond issue that closed in January 2013, including the new money issue and the refunding will be included in the next report.

Ms. Fritz stated that The Employee Retirement System, Fire and Police pension plans had good year for 2012 & first quarter for 2013 overall, however, all numbers will be revised based upon the next actuarial study.

Relating to the Weeki Wachee Fund, Ms. Fritz stated that as of December 31 2012 there was an undesignated fund balance right now is slightly over \$2 million because of increased in the market value of the portfolio that has increased in conjunction with the increase in the overall stock market. She noted that December 31, 2012 reported a market value gain of 9.8% over amortized book value and Fixed Income reported a market value gain of 3.7% over amortized book value which is representative of the overall stock market. Ms. Fritz also stated that during the reporting period, the Weeki Wachee Fund

G-2

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If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

CITY OF ST. PETERSBURG, PUBLIC HEARING

G-2
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NAME:

DAVID McCallip

ADDRESS:

437 SW ISLVD N

REPRESENTING:

Self

AGENDA ITEM NO. :

BFET

FOR:

AGAINST:

FEB 21 2013

3 MINUTE TIME LIMIT

Attached documents for item Public Services & Infrastructure Committee. (2/14/13)

City of St. Petersburg
Public Services & Infrastructure Committee
Meeting of February 14, 2013 – 9:15
City Hall, Room 100

Members: Chair Bill Dudley; Vice-Chair Jeff Danner
Council Members: Steve Kornell and Wengay Newton

Alternate(s): Karl Nurse

Support Staff: Evelyn Rosetti, primary staff support; David Dickerson, backup staff support

Others Present: Council Members Kennedy, Curran, Kornell; Muslim Gadiwalla, Amelia Preston, Tish Elston, John Wolfe, Rick Badgley, Paul Reynolds, President, CMA, Inc., Mike Nicotra, CMA, Inc.

- A. Call to Order and Roll Call – 9:37 a.m.
- B. Approval of Agenda (4 – 0)
- C. Approval of Minutes
 - 1. Minutes of January 31, 2013 (4 – 0)
- D. New & Continued Business
 - 1. Subject 4G Technology (Newton)

Opening Discussion and Presentation

Council Member Newton introduced Paul Reynolds and Mike Nicotra from CMA, Inc. to discuss the possibility of using their services to market City assets to carriers providing 4G Technology. As the use of smart phone and tablet technology continues to grow, the infrastructure available to support this technology is not keeping pace. CMA would look for City assets available and market their availability to various carriers (such as AT&T, Verizon, cell tower companies, etc.).

Committee and Staff Discussion

There was general concern about the City's ability to enter into an agreement with CMA without following competitive bidding procedures. There was general support for looking into this as an economic development opportunity for the city.

Council Member Curran requested that if we move forward with this item, we answer the following questions: 1) What are we being asked to do? What is the staff time commitment? What is the return to the City?

Muslim Gadiwalla expressed concern with the risks and liability involved in giving vendors access to our City facilities and giving a specific carrier exclusive rights to our assets.

Council Member Danner made a motion to make our assets known to the vendor (CMA), identify our needs, and determine the competitive hiring requirements for this service. The motion passed 4-0.

- E. Next Meeting – February 28, 2013
 - 1. Noise Ordinance
- F. Adjournment. Meeting Adjourned at 10:55 am.

Attached documents for item Approving the issuance of not to exceed \$45,000,000 City of St. Petersburg Health Facilities Authority Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013, as required by the federal Tax Exempt Financing Reform Act (“TEFRA”).

MEMORANDUM

TO: The Honorable Karl Nurse and Members of City Council

FROM: Jacqueline M. Kovilaritch, Assistant City Attorney 

DATE: February 14, 2013

RE: Approval of Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013, as required by the TEFRA.

REQUEST: Give final approval for the issuance of not to exceed \$45,000,000 initial aggregate principal amount of City of St. Petersburg Health Facilities Authority ("Authority") Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013, as required by the federal Tax Exempt Financing Reform Act ("TEFRA"). The Authority conducted a properly noticed public hearing on February 12, 2013.

INFORMATION AND HISTORY OF THE AUTHORITY: The Authority was created by City Council Resolution No. 81-40 pursuant to Chapter 154, Florida Statutes. In creating the Authority, the City Council found that there was a need for a health facilities authority to perform the functions set forth in the statute to provide a method for tax exempt financing and refinancing for not-for-profit organizations authorized by law to provide hospital, nursing home or other types of health related services. The Authority has always conducted the required TEFRA hearings for health facilities projects. Delegation of that duty to the Authority allows Council to avoid addressing some complex financial transactions and avoids the duplication of hearings, presentations, and information already provided. The City Attorney's Office and Finance Department have provided assistance to the Authority since its creation. The current members of the Authority are Mary Wyatt Allen, Mary Hilton Cross, William Johnson, Wayne Fraser and John Green.

The purpose of providing tax exempt financing is to decrease the cost of health care to the residents of St. Petersburg. Chapter 154.208 requires the health facilities authority created by the City to be named the "City of St. Petersburg Health Facilities Authority." The Authority has been in existence since 1981 and has issued bonds for the benefit of hospitals, nursing and life care facilities, and other health care facilities during that time. The Authority has issued over two dozen bond issues, none of which have ever been in default.

The Authority has adopted Financing Guidelines which provide information concerning the procedures of the Authority, set forth the criteria for obtaining financing, and outline what the Authority reviews before it authorizes the issuance of any bonds. Those areas deal with the need for the project in the community, financial feasibility of the project, the security for the payment of debt service, the risk and manner of sale and the management of the project.

CURRENT BOND ISSUE: OneBlood, Inc. (“OneBlood”) filed its application with the Authority on November 8, 2012, and has requested it to issue its City of St. Petersburg Health Facilities Authority Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013 in an initial aggregate principal amount not to exceed \$45,000,000 (“Revenue Bond”). The application is required to include extensive amounts of information related to the applicant's ability to repay the Revenue Bond. The proceeds of the Revenue Bond are to be loaned to OneBlood for the purpose of providing funds to finance or refinance the costs of the acquisition, construction, equipping, renovation and expansion of certain health care facilities of OneBlood located in St. Petersburg, Orlando, Lake Park, Miramar and Fort Lauderdale.

At the Authority's first meeting regarding this bond issue an oral presentation was given and the Authority had the opportunity to question the applicant to obtain additional information. A second meeting and public hearing was held on February 12, 2013 to answer any additional questions of the Authority, hold the TEFRA hearing, and to approve the bond documents and the issuance of the bond. Attached is the resolution which the Authority approved after the public hearing required by the TEFRA. Notice of the public hearing was published in The Tampa Bay Times on January 28, 2013 and on the Weekly Meeting Schedule. The affidavit of publisher is attached as Exhibit A to the City Council resolution approving the bonds.

The Revenue Bond shall not constitute an indebtedness or obligation of the City of St. Petersburg but shall be a limited obligation of the Authority payable solely from the revenues derived from OneBlood and pledged to the payment thereof.

RECOMMENDATION: Attached is a resolution which you are being asked to approve that gives your final approval for issuance of the Revenue Bond, as required by the TEFRA.

Attachments

RESOLUTION NO. 2013-___

RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING THE ISSUANCE OF NOT TO EXCEED \$45,000,000 CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY HEALTH CARE FACILITIES REVENUE BOND (ONEBLOOD, INC. PROJECT), SERIES 2013 PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Petersburg, Florida (the "Council"), as a political subdivision created and existing under the laws of the State of Florida, created the City of St. Petersburg Health Facilities Authority, which is a special district and a body corporate and politic in the City of St. Petersburg, Florida (the "Authority"), and the Authority is authorized pursuant to the Constitution and the laws of the State of Florida, including particularly the Health Facilities Authorities Law (Part III of Chapter 154, Florida Statutes, as amended) and Part II of Chapter 159, Florida Statutes, as amended (collectively, the "Act"), to issue its revenue bonds, the interest on which may or may not be excluded from gross income for federal income tax purposes, for the purpose of constructing and installing any project (as defined in the Act) in furtherance of the public purpose for which it was created; and

WHEREAS, OneBlood, Inc. is a Florida not-for-profit corporation authorized to transact business in the State of Florida (the "Borrower"); and

WHEREAS, the Authority has considered the application of the Borrower requesting that the Authority issue not to exceed \$45,000,000 initial aggregate principal amount of its Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013 (the "Revenue Bond"), a portion of the proceeds of which are to be loaned to the Borrower in order to finance or refinance the costs of the acquisition, construction, equipping, renovation and expansion of certain health care facilities of the Borrower located in the City of St. Petersburg, Florida (the "City"), Pinellas County, Florida, as more particularly described in Exhibit B hereto (the "City Project"); and

WHEREAS, the Borrower is undertaking certain capital projects consisting of financing or refinancing all or a part of the costs of the acquisition, construction, equipping, renovation and expansion of certain health care facilities located in the cities of Orlando, Lake Park, Miramar and Fort Lauderdale, Florida, as more particularly described in Exhibit B hereto (the "Other Projects" and collectively with the City Project, the "Projects");

WHEREAS, the Borrower will recognize substantial cost savings by financing or refinancing all of the Projects through a single plan of finance consisting of the issuance by the Authority of the Revenue Bond to finance or refinance all of the Projects; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Revenue Bond be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such obligation is to be issued and the governmental unit having jurisdiction over the area in which the facility is located; and

WHEREAS, the Authority issues its revenue bonds on behalf of the City of St. Petersburg, Florida, and the Council constitutes the elected legislative body of the City of St. Petersburg, Florida; and

WHEREAS, the Authority has requested the Council, pursuant to Section 147(f) of the Code, to approve the issuance by the Authority of its Bond; and

WHEREAS, the Authority on January 28, 2013, published in The Tampa Bay Times, a newspaper of general circulation in the City of St. Petersburg, Florida, a notice of public hearing to be held at 4:00 p.m. on February 12, 2013, in the City Hall of the City of St. Petersburg, Community Resource Room, 175 Fifth Street, St. Petersburg, Florida to consider the issuance of the Revenue Bond and nature of the Projects to be financed or refinanced with the proceeds of the Revenue Bond; and

WHEREAS, the public hearing so noticed, as indicated by the affidavit of the publisher of The Tampa Bay Times attached hereto as Exhibit A, was duly held by the Authority on February 12, 2013, during which hearing members of the public were afforded the opportunity to express their views on the issuance of the Revenue Bond and the use of the proceeds thereof for the purposes set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

Section 1. The issuance by the Authority of its not to exceed \$45,000,000 City of St. Petersburg Health Facilities Authority Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013, for the purpose of providing funds to finance or refinance the Projects is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

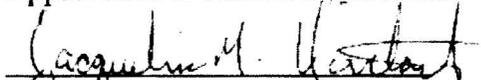
Section 2. Such approval by the Council does not constitute an endorsement to a prospective purchaser of the Revenue Bond or the creditworthiness of the Borrower or the Projects, and the Revenue Bond shall not constitute an indebtedness or obligation of the State of Florida or of the City of St. Petersburg, or of any county, municipal corporation or political subdivision thereof but the Revenue Bond shall be a limited obligation of the Authority payable solely from the revenues derived from the Borrower and pledged to the payment thereof and no owner of the Revenue Bond shall ever have the right to compel any exercise of the taxing power

of said State, or said City, or of any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of the State, the City or the Authority or of any such county, municipal corporation or political subdivision.

Section 3. All acts and doings of the officers and members of the Authority (or any successor thereto) which are in conformity with the purposes and intent of this Resolution shall be, and the same hereby are, in all respects approved and confirmed by the Council.

Section 4. This resolution shall take effect immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

EXHIBIT A

AFFIDAVIT OF PUBLICATION

Tampa Bay Times

Published Daily

St. Petersburg, Pinellas County, Florida

STATE OF FLORIDA
COUNTY OF Pinellas

} s.s.

Before the undersigned authority personally appeared A. Robison who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: ST PETERSBURG HEARING HEALTH FACILITIES AUTHORITY BRYANT MILLER OLIVE was published in said newspaper in the issues of Classified Fullrun, 1/28/2013.

Affiant further says the said Tampa Bay Times is a newspaper published at St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

A. Robison

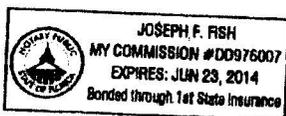
Signature of Affiant

Sworn to and subscribed before me
this 28th day of January A.D.2013

Joseph F. Fish
Signature of Notary Public

Personally known or produced identification

Type of identification produced _____



LEGALS

LEGALS

LEGALS

NOTICE OF PUBLIC HEARING AND PUBLIC MEETING OF THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY

NOTICE is hereby given that a public hearing and meeting of the City of St. Petersburg Health Facilities Authority (the "Authority"), will be held on February 12, 2013, beginning at 4:00 p.m., local time, in the Community Resource Room of City Hall of the City of St. Petersburg, 175 Fifth Street North, St. Petersburg, Florida 33701, for the purposes of:

1. Holding a public hearing regarding a plan of financing involving the issuance by the Authority of its Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013. In a principal amount not to exceed \$45,000,000 (the "Bond"), for the purpose of providing funds to the Authority to make a loan to OneBlood, Inc., a Florida not for profit corporation (the "Borrower"), in a principal amount equal to the principal amount of the Bond, for the purposes of financing or refinancing all or a part of the costs of the acquisition, construction, equipping, renovation and expansion of the following health care facilities (collectively, the "Project") owned or to be owned and operated by the Borrower:

(a) refinance the acquisition, renovation and equipping of (i) an existing approximately 32,000 square foot, one-story building to be used for a blood donor facility, parking, research facilities, mobile support operations, medical records and related operations of the Borrower located at 3900 Dr. M.L. King Jr. Street North, St. Petersburg, Pinellas County, Florida 33716, and (ii) an existing approximately 144,000 square foot building for use as a blood laboratory located on an approximately 3 acre site located at 10100 Dr. M.L. King Jr. Street North, St. Petersburg, Florida 33716; to be refinanced with proceeds of the Bond in an amount not to exceed \$10,500,000;

(b) finance or refinance the acquisition, renovation and equipping of an existing approximately 97,000 square foot, three-story office building and 320 parking places situated on 4.2 acre site to be used as a blood donor facility, parking, laboratory, blood product distribution center and for related operations of the Borrower located at 3000 West Cypress Creek Road, Fort Lauderdale, Broward County, Florida 33309; to be financed or refinanced with proceeds of the Bond in an amount not to exceed \$15,300,000;

(c) refinance the acquisition, renovation and construction of an existing approximately 106,000 square foot, four-story office building located at 8669 Commodory Circle, Orlando, Florida 32819 and an approximately 85,400 square foot warehouse facility located at 8563 Commodory Circle, Orlando, Orange County, Florida 32819, used as a headquarters facility, including offices, a laboratory, a blood collections facility, and a tissue harvesting facility; to be refinanced with proceeds of the Bond in an amount not to exceed \$14,000,000;

(d) refinance the acquisition of 3.5 acres of land located at 3451 Northlake Boulevard in Lake Park, Palm Beach County, Florida 33403 and the construction and equipping thereon of an approximately 40,900 square foot, three-story administrative building and blood processing and distribution center, and the acquisition of 3 acres of land adjacent to and located to the east of the hereinbefore described land to be used for future expansion; to be refinanced with proceeds of the Bond in an amount not to exceed \$4,200,000; and

(e) refinance the acquisition of 3 acres of land located at 7901 Riviera Boulevard in Miramar, Broward County, Florida 33023 and the construction and equipping thereon of an approximately 20,000 square foot blood processing and distribution facility; to be refinanced with proceeds of the Bond in an amount not to exceed \$1,400,000.

Related facilities and equipment may be financed or refinanced with each of the projects.

The refinancing of certain costs of the Project will result in (i) the repayment of loans received by certain predecessors of the Borrower from the Orange County Industrial Development Authority, Palm Beach County, Florida and the Authority, and (ii) the corresponding current refunding of the following related bond issues: the outstanding Orange County Industrial Development Authority Industrial Development Revenue Bonds (Independent Blood and Tissue Services of Florida, Inc. Project), Series 2002, originally issued in the aggregate principal amount of \$16,790,000; the outstanding Palm Beach County, Florida, Industrial Development Revenue Bonds (South Florida Blood Banks, Inc. Project), Series 2002, originally issued in the aggregate principal amount of \$8,940,000; and the outstanding City of St. Petersburg Health Facilities Authority Variable Rate Demand Revenue Bonds (Florida Blood Services, Inc. Project), Series 2008, originally issued in the aggregate principal amount of \$12,500,000.

The Bond and the interest thereon will be limited obligations of the Authority payable solely from loan payments to be made by the Borrower and other moneys pledged therefor under the financing documents. The Bond will not constitute a general indebtedness or a charge against the general credit of the Authority. Neither the faith nor credit of the Authority, the State of Florida, the City of St. Petersburg, Florida (the "City"), or any political subdivision thereof, will be pledged to the payment of the principal of and interest on the Bond.

The public hearing is required by Section 147(f) of the Code. Any person interested in the proposed issuance of the Bond may appear and be heard. Subsequent to the public hearing, the City Council of the City of St. Petersburg, Florida (the "Council"), will consider whether to approve the Bond, as required by Section 147(f) of the Code.

The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the issuance of the Bond. Any person desiring to be heard on this matter is requested to attend the public hearing or send a representative. Written comments (not exceeding 250 words) may be submitted to the Authority, and further information relating to this matter is available for inspection and copying during regular business hours, at the Authority, c/o Jacqueline Kovlaritch, Assistant City Attorney, One Fourth Street North, 10th Floor, St. Petersburg, FL 33701.

2. Considering and acting upon a resolution of the Authority authorizing the issuance and sale of the Bond, pursuant to Chapter 154, Part III, Chapter 159, Part II and Section 163.01, Florida Statutes, as amended, and other applicable provisions of law.

3. Considering and acting upon such other business as may properly come before the Authority at said meeting.

In accordance with the American Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk no later than seven days prior to the proceeding by calling (727) 893-7446.

Comments made at the hearing and the meeting are for the consideration of the Council and the Authority, and will not bind any legal action to be taken by the Council or the Authority in connection with the consideration and approval of the financing and the issuance of the Bond. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING OR MEETING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, SUCH PERSON 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.

Dated: January 28, 2013.

(1003896179) 1/28/2013

CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY
By: Mary Wyatt Allen, Chairperson

EXHIBIT B

PROJECT DESCRIPTIONS

City Project Description

The City Project consists of refinancing, with the proceeds of the Revenue Bond in an amount not to exceed \$10,500,000, the acquisition, renovation and equipping of (i) an existing approximately 32,000 square foot, one-story building to be used for a blood donor facility, parking, research facilities, mobile support operations, medical records and related operations of the Borrower located at 9900 Dr. M.L. King Jr. Street North, St. Petersburg, Pinellas County, Florida 33716, and (ii) an existing approximately 144,000 square foot building for use as a blood laboratory located on an approximately 3 acre site located at 10100 Dr. M.L. King Jr. Street North, St. Petersburg, Florida 33716.

Related facilities and equipment may be financed or refinanced with the City Project.

Other Projects Description

The Other Projects consists of the following:

1. Financing or refinancing, with proceeds of the Revenue Bond in an amount not to exceed \$15,300,000, the acquisition, renovation and equipping of an existing approximately 97,000 square foot, three-story office building and 320 parking places situated on 4.2 acre site to be used as a blood donor facility, parking, laboratory, blood product distribution center and for related operations of the Borrower located at 3000 West Cypress Creek Road, Fort Lauderdale, Broward County, Florida 33309;
2. Financing or refinancing, with proceeds of the Revenue Bond in an amount not to exceed \$14,000,000, the acquisition, renovation and construction of an existing approximately 106,000 square foot, four-story office building located at 8669 Commodity Circle, Orlando, Florida 32819 and an approximately 85,400 square foot warehouse facility located at 8663 Commodity Circle, Orlando, Orange County, Florida 32819, used as a headquarters facility, including offices, a laboratory, a blood collections facility, and a tissue harvesting facility;
3. Refinancing, with the proceeds of the Revenue Bond in an amount not to exceed \$4,200,000, the acquisition of 3.5 acres of land located at 3451 Northlake Boulevard in Lake Park, Palm Beach County, Florida 33403 and the construction and equipping thereon of an approximately 40,900 square foot, three-story administrative building and blood processing and distribution center, and the acquisition of 3 acres of land adjacent to and located to the east of the hereinbefore described land to be used for future expansion; and

4. Refinancing, with the proceeds of the Revenue Bond in an amount not to exceed \$1,400,000, the acquisition of 3 acres of land located at 7901 Riviera Boulevard in Miramar, Broward County, Florida 33023 and the construction and equipping thereon of an approximately 20,000 square foot blood processing and distribution facility.

Related facilities and equipment may be financed or refinanced with the Other Projects.

RESOLUTION

A RESOLUTION PROVIDING FOR AND AUTHORIZING THE ISSUANCE BY THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY OF ITS HEALTH CARE FACILITIES REVENUE BOND (ONEBLOOD, INC. PROJECT), SERIES 2013, IN A PRINCIPAL AMOUNT NOT EXCEEDING \$45,000,000, FOR THE PURPOSE OF OBTAINING FUNDS TO LOAN TO ONEBLOOD, INC. TO FINANCE OR REFINANCE ALL OR A PART OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, EQUIPPING, RENOVATION AND EXPANSION OF CERTAIN HEALTH CARE FACILITIES LOCATED OR TO BE LOCATED IN THE STATE OF FLORIDA, AS DESCRIBED HEREIN; PROVIDING THAT SAID REVENUE BOND SHALL NOT CONSTITUTE A GENERAL DEBT OR LIABILITY OF THE AUTHORITY OR A DEBT, LIABILITY OR OBLIGATION OF THE CITY OF ST. PETERSBURG, FLORIDA, OR OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE REVENUES HEREIN PROVIDED; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH REVENUE BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH REVENUE BOND; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION WITH THE FOREGOING, INCLUDING INTERLOCAL AGREEMENTS WITH THE PUBLIC AGENCIES IN WHICH ANY PORTION OF THE PROJECT WILL BE LOCATED; AUTHORIZING THE CHAIRPERSON OF THE AUTHORITY TO AWARD THE PLACEMENT OF SUCH REVENUE BOND TO BANC OF AMERICA PUBLIC CAPITAL CORP, AND APPROVING THE CONDITIONS OF SUCH PLACEMENT; AND PROVIDING CERTAIN OTHER DETAILS IN CONNECTION THEREWITH.

BE IT RESOLVED BY THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY (the "Authority"):

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 154, Part III, Chapter 159, Part II, Section 163.01, Florida Statutes, as amended, and other applicable provisions of law. The Authority is a public body corporate and politic created and existing under and pursuant to Chapter 154, Part III, Florida Statutes, as amended, and is a "local agency" under the Act (hereinafter defined) to the extent the Authority finances or refinances the costs of health care facilities operated by private, not for profit corporations.

SECTION 2. DEFINITIONS. Unless the context otherwise requires, all terms used herein in capitalized forms shall have the meanings specified in this section. Words importing the singular shall include the plural, words importing the plural shall include the singular, and words importing persons shall include companies and other entities or associations.

“Act” means Chapter 159, Part II, Florida Statutes, as amended, and other applicable provisions of law.

“Authority” means the City of St. Petersburg Health Facilities Authority, a public body corporate and politic created by the City Council of the City of St. Petersburg, Florida, pursuant to Florida Statutes, Section 154.201 – 154.246 with powers under the Act.

“Authorized Officer” means any member of the Authority.

“BAPCC” means Banc of America Public Capital Corp and its successors and assigns.

“Bond Counsel” means the law firm of Foley & Lardner LLP, Jacksonville, Florida.

“Borrower” means OneBlood, Inc., a not for profit corporation duly incorporated and existing under and by virtue of the laws of the State of Florida, and any successor or assignee thereto.

“Chairperson” means the Chairperson or Vice Chair of the Authority, or such other person as may be authorized to act in the place of the Chairperson or Vice Chair.

“City” means the City of St. Petersburg, Florida.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the Regulations thereunder, whether proposed, temporary or final, promulgated by the Department of the Treasury, Internal Revenue Service.

“Council” means the City Council of the City of St. Petersburg, Florida.

“Financing Agreement” means the Financing Agreement to be executed by and among the Authority, the Borrower and BAPCC, substantially in the form attached hereto as Exhibit B and incorporated herein by reference.

“Interlocal Act” means Section 163.01, Florida Statutes, as amended.

“Interlocal Agreement” means each Interlocal Agreement to be executed by and between the Authority and a Public Agency, substantially in the form attached hereto as Exhibit C and incorporated herein by reference.

“Master Indenture” means that certain Master Trust Indenture to be dated as of the first day of the month in which the Revenue Bond is issued between a master trustee and the Borrower.

“Master Note No. 1” means Master Note No. 1 to be issued in favor of the Authority and assigned by the Authority to BAPCC, pursuant to the Master Indenture.

“Project” means, collectively, the health care and related facilities of the Borrower more particularly described in Exhibit A attached to this Resolution.

“Public Agency” means a county, city or other local governmental body with jurisdiction in which a portion of the Project is or will be located outside of the City and which constitutes a “public agency” within the meaning of the Interlocal Act. The Public Agencies which are party to the Interlocal Agreements are expected to be the Orange County Industrial Development Authority, Broward County, Florida, and Palm Beach County, Florida.

“Revenue Bond” means the revenue bond of the Authority to be designated ‘City of St. Petersburg Health Facilities Authority Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013’ in a principal amount to be mutually agreed upon by the Authority, the Borrower and BAPCC, not to exceed \$45,000,000, substantially in the form and with the rate or rates of interest, maturity dates and other details provided for herein and in the Financing Agreement, to be authorized and issued by the Authority and delivered pursuant to the Financing Agreement.

“Secretary” means both the Secretary and any Assistant Secretary or Acting Secretary of the Authority unless specifically indicated otherwise.

“State” means the State of Florida.

SECTION 3. FINDINGS. The Authority hereby finds, determines and declares as follows:

A. The Borrower has requested that the Authority issue the Revenue Bond in a principal amount not to exceed \$45,000,000 upon the terms and conditions contained herein, in order to obtain funds to loan to the Borrower to finance or refinance the costs of the Project.

B. To reduce the transaction and financing costs relating to the issuance of separate revenue bonds in the various jurisdictions in which the respective portions of the Project are or will be located, the Borrower has requested the Authority to finance or refinance the Project through the issuance of the Revenue Bond, with the proceeds of the Revenue Bond to be loaned by the Authority to the Borrower for the purpose of financing or refinancing the costs of the portions of the Project located in the City and in the various locations specified in Exhibit A attached hereto. The Borrower has represented to the Authority that financing and refinancing the Project pursuant to a single financing plan will be a very significant benefit to the Borrower and will result in substantial cost savings for the Borrower in connection with the Project.

C. The refinancing of certain costs of the Project will result in (i) the repayment of loans received by certain corporate predecessors of the Borrower from the Orange County Industrial Development Authority, Palm Beach County, Florida and the Authority, and (ii) the corresponding current refunding of the following related bond issues: the outstanding Orange County Industrial Development Authority Industrial Development Revenue Bonds (Independent Blood and Tissue Services of Florida, Inc. Project), Series 2002, originally issued in the aggregate principal amount of \$15,790,000; the outstanding Palm Beach County, Florida, Industrial Development Revenue Bonds (South Florida Blood Banks, Inc. Project), Series 2002, originally issued in the aggregate principal amount of \$8,940,000; and the outstanding City of St. Petersburg Health Facilities Authority Variable Rate Demand Revenue Bonds (Florida Blood Services, Inc. Project), Series 2008, originally issued in the aggregate principal amount of \$12,500,000 (collectively, the "Refunded Bonds").

D. The Authority is a "local agency" within the meaning of Section 159.27(4), Florida Statutes, as amended, to the extent that it finances or refinances health care facilities operated by private, not for profit corporations. The Authority is authorized under the Act and the Interlocal Act to finance and refinance the cost of the Project as herein contemplated and to fully perform the obligations of the Authority in connection therewith in order to promote and foster the economic growth and development of the City and the Public Agencies in which the various portions of the Project will be located, to improve health care in the City and the Public Agencies in which the various portions of the Project will be located, to enhance and expand health care and other economic activity in the City and the Public Agencies in which the various portions of the Project will be located, and to increase purchasing power and opportunities for gainful employment, to improve living conditions and health care and to advance and improve the prosperity and the welfare of the State and its inhabitants, to foster the industrial and business development of the City and the Public Agencies in which the various portions of the Project will be located, and to otherwise provide for and contribute to the health, safety and welfare of the people of the City and the Public Agencies in which the various portions of the Project will be located.

E. The Project constitutes a "project" within the meaning of Section 159.27(5), Florida Statutes, and a "health care facility" within the meaning of Section 159.27(16), Florida Statutes.

F. A public hearing was held by the Authority on February 12, 2013, upon public notice published in *The Tampa Bay Times*, a newspaper of general circulation in Pinellas County, Florida no less than 14 days prior to the scheduled date of such public hearing. At such public hearing, members of the public were offered reasonable opportunity to be heard on all matters pertaining to the issuance of the Revenue Bond to finance or refinance the Project and to the location of the Project. The public hearing provided a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issue of the Revenue Bond to finance or refinance the Project, and was held in a location that, under the facts and circumstances, was convenient for residents of the City.

G. The Council is the elected legislative body of the City.

H. The Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the City and the Public Agencies in which the various portions of the Project will be located; shall provide or preserve gainful employment; shall protect the environment; or shall serve a public purpose by advancing the economic prosperity, public health or general welfare of the State and its people, as stated in Section 159.26, Florida Statutes, as amended.

I. Based upon information provided by the Borrower to the Authority, the Borrower is financially responsible based on the criteria established by the Act and is fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligation to make loan payments or other payments in an amount sufficient in the aggregate to pay all of the principal of, premium, if any, and interest on the Revenue Bond, in the amounts and at the times required, the obligation to operate, repair and maintain the Project at the Borrower's expense, and to serve the purposes of the Act and such other responsibilities as may be imposed under such agreements.

J. The Revenue Bond will not be issued to finance or refinance any portion of the Project located outside of the City unless the Authority shall have entered into an Interlocal Agreement with the Public Agency in which such portion of the Project will be located. Based in part on the determinations and representations to be obtained from such Public Agencies in the respective Interlocal Agreements, the City and such Public Agencies and other local agencies will be able to cope satisfactorily with the impact of the Project and have provided, and are able to continue to provide or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom.

K. Adequate provision has been made in the documents referenced herein for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of the principal of, premium, if any, and interest on the Revenue Bond when and as the same become due and payable.

L. The costs of the Project to be paid from the proceeds of the Revenue Bond in accordance with the terms of the Financing Agreement will constitute "costs" of a "project" within the meaning of the Act.

M. Pursuant to the Interlocal Act, in order to make efficient use of shared powers, the City and each of the Public Agencies in which the various portions of the Project will be located will enter into an Interlocal Agreement, a proposed form of which is attached hereto as Exhibit C, in which the such Public Agencies authorize and approve the issuance of the Revenue Bond by the City.

N. The Authority has initially determined that the interest on the Revenue Bond will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, based in part on a certificate to be obtained from the Borrower and upon the advice of Bond Counsel; and the Revenue Bond will not be issued as a "tax-exempt" obligation unless the Authority has received a satisfactory opinion of Bond Counsel to the effect (among other things) that the interest on the Revenue Bond will be excluded from gross income for federal income tax purposes at the time of delivery of the Revenue Bond.

O. The Authority is not obligated to pay the Revenue Bond except from the proceeds derived from the repayment of the loan to the Borrower, and neither the faith and credit of the Authority, nor the faith and credit or taxing power of the City, the Public Agencies or of the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Revenue Bond. No owner or holder of the Revenue Bond shall ever have the power, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, the Public Agencies, the State or any political subdivision thereof, for the payment of the principal of or premium, if any, or interest on any of the Revenue Bond. The Authority has no taxing power.

P. The payments to be made by the Borrower to the Authority under the Financing Agreement will be sufficient to pay all principal of, premium, if any, and interest on the Revenue Bond, as the same shall become due, and to make all other payments required by the Financing Agreement.

Q. The Borrower's obligations with respect to the Revenue Bond and the Financing Agreement will be secured by Master Note No. 1 to be issued in favor of the Authority and assigned by the Authority to BAPCC, pursuant to a Master Indenture, to be dated as of the first day of the month in which the Revenue Bond is issued, between a master trustee and the Borrower.

R. A negotiated placement of the Revenue Bond is required and necessary and is in the best interest of the Authority for the following reasons: the Revenue Bond will be a special and limited obligation of the Authority payable out of moneys derived by the Authority from the Borrower or as otherwise provided herein and will be secured by funds and assets of the Borrower; the Borrower will be required to pay all costs of the Authority in connection with the financing; the cost of issuance of the Revenue Bond, which must be borne directly or indirectly by the Borrower, would most likely be greater if the Revenue Bond is sold at public sale by competitive bids than if the bond is sold at negotiated sale, and there is no basis, considering prevailing market conditions, for any expectation that the terms and conditions of a sale of the Revenue Bond at public sale by competitive bids would be any more favorable than at negotiated sale; because prevailing market conditions are uncertain, it is desirable to sell the Revenue Bond at a predetermined price; and revenue bonds having the characteristics of the Revenue Bond are typically sold at negotiated sale under prevailing market conditions.

S. Prior to the issuance of the Revenue Bond BAPCC will provide to the Authority a disclosure statement containing the information required by Section 218.385(2), (3) and (6), Florida Statutes, as amended.

T. BAPCC has submitted a proposal to hold the Revenue Bond for its own account pursuant to the Financing Agreement.

U. It is in the best interest of the Authority to award the placement of the Revenue Bond to BAPCC pursuant to the Financing Agreement.

V. All requirements precedent to the adoption of this Resolution, of the Constitution and other laws of the State, including the Act, have been complied with.

SECTION 4. FINANCING AND REFINANCING OF PROJECT AND REFUNDING OF REFUNDED BONDS AUTHORIZED. The acquisition, construction, improvement and equipping of the Project and the financing and refinancing thereof, and the refunding of the Refunded Bonds, in the manner provided herein is hereby authorized.

SECTION 5. AUTHORIZATION AND AWARD OF REVENUE BOND.

(a) A special limited obligation of the Authority to be known as the "Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013" is hereby authorized to be issued in a principal amount not to exceed Forty-Five Million Dollars (\$45,000,000) in the form and manner described in the Financing Agreement; provided, however, that the Revenue Bond will not be issued to finance or refinance any portion of the Project located outside of the City unless the Authority shall have entered into an Interlocal Agreement with the Public Agency in which such portion of the Project will be located. The Revenue Bond will be dated such date and mature in such years and amounts, will contain such tender and redemption provisions, and will bear interest at such rates (not exceeding the maximum interest rate permitted by the Act or by other applicable provisions of law), as provided in the Financing Agreement.

(b) The Revenue Bond, in substantially the form attached hereto as an exhibit to the Financing Agreement, with such changes, alterations and corrections as may be recommended by counsel to the Authority and as may be approved by the Chairperson or other Authorized Officer, such approval to be presumed by his or her execution thereof, is hereby approved by the Authority, and the Authority hereby authorizes and directs the Chairperson or other Authorized Officer to execute and the Secretary or other Authorized Officer to attest the Revenue Bond and, subject to the provisions of this Section 5, to deliver the same to BAPCC upon receipt of the principal amount of the Revenue Bond, pursuant to and in accordance with the terms and conditions stated in the Financing Agreement.

(c) The negotiated sale of the Revenue Bond to BAPCC, in a principal amount not to exceed \$45,000,000, having a maturity date not to exceed thirty (30) years from the date thereof and initially bearing interest at an interest rate not to exceed 6%, is hereby authorized. The Revenue Bond is hereby awarded to BAPCC. Prior to the execution of the Financing Agreement, BAPCC will deliver a Disclosure Statement as required by Section 218.385(2), (3) and (6), Florida Statutes, as amended.

SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE FINANCING AGREEMENT. The Financing Agreement, in substantially the form attached hereto as Exhibit B, with such changes, alterations and corrections as may be recommended by counsel to the Authority and as may be approved by the Chairperson or other Authorized Officer, such approval to be presumed by his or her execution thereof, is hereby approved by the Authority, and the Authority hereby authorizes and directs the Chairperson or other Authorized Officer to execute and an Authorized Officer to attest the Financing Agreement, all of the provisions of which, when executed and delivered by the Authority as authorized herein, by the Borrower, and by BAPCC's duly authorized representative, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE INTERLOCAL AGREEMENTS. Each Interlocal Agreement, in substantially the form attached hereto as Exhibit C, with such changes, alterations and corrections as may be recommended by counsel to the Authority and as may be approved by the Chairperson or other Authorized Officer, such approval to be presumed by his or her execution thereof, is hereby approved by the Authority, and the Authority hereby authorizes and directs the Chairperson or other Authorized Officer to execute and the Secretary or other Authorized Officer to attest each Interlocal Agreement, all of the provisions of which, when executed and delivered by the Authority as authorized herein, and by a duly authorized representative of each respective Public Agency, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein.

SECTION 8. ASSENTS, ACCEPTANCE AND APPROVALS; ACTIONS. The Chairperson and any other Authorized Officer are, subject to the terms hereof, hereby authorized and empowered to execute and deliver the Revenue Bond, the Financing Agreement, each Interlocal Agreement and all documents contemplated thereby (including tax certificates and an informational tax return), in each case, subject to such changes and modifications as either of such officers may approve, such execution to be conclusive evidence of any such approval.

SECTION 9. AMENDMENTS. The execution, delivery and performance of amendments to the Financing Agreement, the Revenue Bond and related documents (i) to change the date or dates or the method of determining the date or dates on which BAPCC shall have the option to require the Borrower to purchase the Revenue Bond from BAPCC, as set forth in the Financing Agreement, or to otherwise change the provisions set forth in the Financing Agreement relating to such option of BAPCC, (ii) to change the mechanics for the determination of the interest rate payable on the Revenue Bond, provided that any such change shall not permit the interest rate payable on the Bond to exceed the highest lawful rate permitted by law, or (iii) for such other purpose as does not materially change the basic purposes, terms, and provisions of the Revenue Bond approved hereby, and as agreed to by the Borrower and BAPCC, are hereby authorized, with no further action of the governing body of the Authority required. Any such amendments shall be subject to the receipt by the Authority, the Borrower and BAPCC of an opinion of nationally recognized bond counsel to the effect that such amendments are permitted under the Act and will not adversely affect the tax-exempt status of the interest payable on the Revenue Bond for federal income tax purposes. Any such amendments shall be executed by the Chairperson or any other Authorized Officer, and shall be in such form as may be approved by the Chairperson, with the assistance of counsel to the Authority, and the execution of such amendments by the Chairperson or any other Authorized Officer, as hereby authorized shall be conclusive evidence of any such approval.

SECTION 10. APPROVAL BY CITY COUNCIL. The Authority hereby requests the Council to adopt a resolution generally in the form attached hereto as Exhibit D, with such additions, deletions or changes as may be necessary or incidental thereto prior to adoption by the Council and as may be approved by the Chairperson, and by counsel for the Authority, in connection with the approval of the Authority of the issuance of the Revenue Bond.

SECTION 11. GENERAL AUTHORITY. The Authority and the officers, employees and agents of the Authority acting on behalf of the Authority are hereby authorized and directed to execute such documents, instruments and contracts, whether or not expressly contemplated hereby, and to do all acts and things required by the provisions of this Resolution and by the provisions of the Revenue Bond and the Financing Agreement authorized herein, as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution, or as may be requested by BAPCC or the Borrower, including, without limitation, any document or instrument related to the integration of an interest rate hedge agreement or swap relating to the Revenue Bond. The Chairperson and any other Authorized Officer are hereby designated as the primary officers of the Authority charged with the responsibility of issuing the Revenue Bond, and the Chairperson and any other Authorized Officer, each individually, is hereby authorized to delegate to any other person any of the duties or authorizations of the Chairperson or any other Authorized Officer hereunder.

SECTION 12. SEVERABILITY OF INVALID PROVISIONS. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution, and this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Resolution is adopted and the Financing Agreement and the Interlocal Agreements shall be executed, and the Revenue Bond shall be issued, with the intent that the laws of the State shall govern their construction, except as shall otherwise be expressly provided by the terms thereof.

SECTION 13. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Revenue Bond or the documents referred to herein or any certificate or other instrument to be executed on behalf of the Authority in connection with the issuance of the Revenue Bond, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of the Authority in his or her individual capacity, and none of the foregoing persons nor any officer of the Authority executing the Revenue Bond or any document referred to herein or any certificate or other instrument to be executed in connection with the issuance of the Revenue Bond shall be liable personally thereon or be subject, to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 14. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided herein, in the Revenue Bond or in the documents referred to herein, nothing in this Resolution, the Revenue Bond or the documents, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the Authority, the Borrower, and BAPCC, any remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Revenue Bond or the documents, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Authority, the Borrower and BAPCC.

SECTION 15. REPEALING CLAUSE. All resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 16. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of February, 2013.

CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY

(Official Seal)

ATTEST:

By: _____
Mary Wyatt Allen, Chairperson

By: _____
Mary Hilton Cross, Secretary

Exhibits

Exhibit A	Project Description
Exhibit B	Financing Agreement
Exhibit C	Form of Interlocal Agreement
Exhibit D	Resolution of City Council of the City of St. Petersburg, Florida

Exhibit A

PROJECT DESCRIPTION

The Project consists of the financing or refinancing of all or a part of the costs of the acquisition, construction, equipping, renovation and expansion of the following health care facilities owned or to be owned and operated by the Borrower:

A. finance or refinance the acquisition, renovation and equipping of an existing approximately 97,000 square foot, three-story office building and 320 parking places situated on 4.2 fully-developed acres to be used as a blood donor facility, parking, laboratory, blood product distribution center and for related operations of the Borrower located at 3000 West Cypress Creek Road, Fort Lauderdale, Broward County, Florida 33309, to be financed or refinanced with proceeds of the Bond in an amount not to exceed \$15,300,000;

B. refinance the acquisition, renovation and equipping of an existing approximately 32,000 square foot, one-story building located at 9900 Dr. M.L. King Jr. St. North, St. Petersburg, Pinellas County, Florida 33716, used as and for a blood donor facility, parking, research facilities, mobile support operations, medical records and related operations of the Borrower; and an existing approximately 144,000 square foot building located on an approximately 3 acre site located at 10100 Dr. M.L. King Jr. St. North, St. Petersburg, Pinellas County, Florida 33716, used as a blood laboratory, to be refinanced with proceeds of the Bond in an amount not to exceed \$10,500,000;

C. refinance the acquisition, renovation and construction of an existing approximately 106,000 square foot, four-story office building located at 8669 Commodity Circle, Orlando, Florida 32819 and an approximately 85,400 square foot warehouse facility located at 8663 Commodity Circle, Orlando, Orange County, Florida 32819, used as a headquarters facility, including offices, a laboratory, a blood collections facility, and a tissue harvesting facility, to be refinanced with proceeds of the Bond in an amount not to exceed \$14,000,000;

D. refinance the acquisition of 3.5 acres of land located at 3451 Northlake Boulevard in Lake Park, Palm Beach County, Florida 33403 and the construction and equipping thereon of an approximately 40,900 square foot, three-story administrative building and blood processing and distribution center, and the acquisition of 3 acres of land adjacent to and located to the east of the hereinbefore described land to be used for future expansion, to be refinanced with proceeds of the Bond in an amount not to exceed \$4,200,000;

E. refinance the acquisition of 3 acres of land located at 7901 Riviera Boulevard in Miramar, Broward County, Florida 33023 and the construction and equipping thereon of an approximately 20,000 square foot blood processing and distribution facility, to be refinanced with proceeds of the Bond in an amount not to exceed \$1,400,000;

Related facilities and equipment may be financed or refinanced with each of the projects.

Exhibit B

FINANCING AGREEMENT

(Attached)

FINANCING AGREEMENT

Among

**CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY,
as Issuer**

and

**ONEBLOOD, INC.,
as Borrower**

and

**BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender**

Dated as of [_____] 1, 2013

Relating to
\$45,000,000

**City of St. Petersburg Health Facilities Authority
Health Care Facilities Revenue Bond
(OneBlood, Inc. Project),
Series 2013**

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of the first day of [____], 2013 (the “Financing Agreement”), by and among the **CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY** (the “Issuer”), a public body corporate and politic organized and existing under the provisions of laws of the State of Florida, **ONEBLOOD, INC.** (the “Borrower”), a Florida not for profit corporation, and **BANC OF AMERICA PUBLIC CAPITAL CORP** (the “Lender”), a Kansas corporation;

WITNESSETH:

WHEREAS, the Issuer is organized and existing under the provisions of the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes, as amended (the “Health Facilities Law”), and has the power to issue revenue bonds under Chapter 159, Part II, Florida Statutes, as amended (the “Act”), as a “local agency” within the meaning of the Act to the extent it finances and refinances the costs of health care facilities to be operated by private, not-for-profit corporations, and other applicable provisions of law, and to make and execute financing agreements, contracts, deeds and other instruments necessary or convenient for the purpose of facilitating the financing or refinancing of certain projects required or useful for health care purposes, including financing and refinancing the acquisition of furnishings, machinery, equipment, land, rights in land and other appurtenances and facilities related thereto, to improve the health and living conditions of the people of the State of Florida (the “State”) and the City of St. Petersburg, Florida (the “City”), increase opportunities for gainful employment, improve health care and otherwise aid in improving the health and welfare of the State, the City and their inhabitants, and to provide such financing through the issuance of revenue obligations such as bonds and notes;

WHEREAS, the Borrower has requested that the Issuer issue its Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013 (the “Revenue Bond”) in the principal amount of \$45,000,000 for the purpose of financing or refinancing the cost of the acquisition, construction, equipping, renovation or expansion of all or a portion of the capital projects and equipment owned or to be owned and operated by the Borrower as further described in Exhibit A hereto, including the payment of the costs of issuance of the Revenue Bond (collectively, the “Project”), all as more particularly described in this Financing Agreement;

WHEREAS, the refinancing of certain costs of the Project will result in (i) the repayment of loans received by certain predecessors of the Borrower from the Orange County Industrial Development Authority, Palm Beach County, Florida and the Authority, and (ii) the corresponding current refunding of the following related bond issues: the outstanding Orange County Industrial Development Authority Industrial Development Revenue Bonds (Independent Blood and Tissue Services of Florida, Inc. Project), Series 2002, originally issued in the aggregate principal amount of \$15,790,000 (the “Orange County Bonds”); the outstanding Palm Beach County, Florida, Industrial Development Revenue Bonds (South Florida Blood Banks, Inc. Project), Series 2002, originally issued in the aggregate principal amount of \$8,940,000 (the “Palm Beach County Bonds”); and the outstanding City of St. Petersburg Health Facilities Authority Variable Rate Demand Revenue Bonds (Florida Blood Services, Inc. Project), Series

2008, originally issued in the aggregate principal amount of \$12,500,000 (the "St. Petersburg Bonds" and together with the Orange County Bonds and the Palm Beach County Bonds, collectively, the "Refunded Bonds");

WHEREAS, with respect to the portions of the Project located outside of the City, the Issuer has entered into an Interlocal Agreement with each Public Agency (each as hereinafter defined) in which such portion of the Project will be located, concerning the issuance of the Revenue Bond by the Issuer to finance or refinance the costs of such portions of the Project;

WHEREAS, the Issuer has determined to issue and deliver to the Lender the Revenue Bond on such terms as provided herein;

WHEREAS, to secure the performance of its obligations under this Financing Agreement, the Borrower will issue Master Note No. 1, for the benefit of the Issuer pursuant to the Master Trust Indenture, dated as of [_____] 1, 2013 (the "Master Indenture"), between the Borrower and Regions Bank, as master trustee (the "Master Trustee");

WHEREAS, the Borrower has represented to the Issuer that it is a "Member" of the "Obligated Group" under the Master Indenture and that, upon issuance, the Revenue Bond will constitute "Related Obligations" under the Master Indenture;

WHEREAS, the Revenue Bond will be payable from and secured solely by the Borrower's undertakings under this Financing Agreement and the Issuer's right, title and interest herein and the Bond Security (as defined herein), each of which will be assigned to the Lender as security for all of the Issuer's obligations with respect to the Revenue Bond; and

WHEREAS, the Issuer, at a meeting duly convened and held, has authorized the execution and delivery of this Financing Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows (provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money and any obligation or liability it may incur for damages resulting from the breach of any covenant, undertaking, agreement or warranty herein made shall not be a general debt on its part or a mortgage or pledge of its full faith and credit or taxing power or any of its real estate, property or franchises but shall be payable solely out of the proceeds derived from this Financing Agreement, the Revenue Bond and the sale of the Revenue Bond):

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Financing Agreement, the words and terms as used in this Financing Agreement shall have the meaning given to them in the Master Indenture, as defined below, or if not defined therein, capitalized terms shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” means Chapter 159, Part II, Florida Statutes, as amended, and other applicable provisions of law.

“Applicable Law” means all applicable provisions of all constitutions, statutes, rules, regulations and all binding orders, judgments and decrees of any Governmental Authority.

“Banking Day” means, in respect of any city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

“Bond Security” means (i) payments derived by the Issuer from the Borrower’s repayment of the Loan (ii) unexpended Loan proceeds and all interest and investment earnings thereon and all proceeds thereof and (iii) any amounts realized by the Lender pursuant to Master Note No. 1.

“Borrower” means OneBlood, Inc., a not for profit corporation duly incorporated and existing under and by virtue of the laws of the State of Florida, and any successor or assignee thereto.

“Borrower Documents” shall have the meaning ascribed to such term in Section 2.02 hereof.

“City” means the City of St. Petersburg, Florida.

“Code” means the Internal Revenue Code of 1986, as amended.

“Corporate Lending Office” means the Lender’s notice address set forth in Section 7.07 hereof.

“Date of Issuance” means [____], 2013.

“Default Rate” means a variable rate equal to the sum of 300 basis points (3.00%) plus the Prime Rate from the date any principal of or interest on the Revenue Bond has not been paid when due and payable until such principal or interest is paid.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereof.

“Expenses” means those fees, costs and expenses described in Section 3.02(c) hereof.

“Facilities” means, collectively, the Borrower’s health care facilities and the Project.

“Favorable Tax Opinion” means an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Revenue Bond made or to be made in connection with such action, will not cause interest on the Revenue Bond to be includable in gross income of the Owner for purposes of federal income taxation.

“Financing Agreement” means this Financing Agreement, dated as of [_____] 1, 2013, by and among the Issuer, the Borrower and the Lender.

“GAAP” means accounting principles generally accepted in the United States as of the date of any calculation hereunder.

“Governmental Authority” means any government or political subdivision, or any agency, board, commission, department or instrumentality of either, or any court, tribunal, central bank or arbitrator.

“Interest Adjustment Date” means first day of each Interest Period (as defined in the definition of One-Month LIBOR) on which One-Month LIBOR is reset.

“Interlocal Act” means Section 163.01, Florida Statutes, as amended.

“Interlocal Agreement” means each Interlocal Agreement to be executed by and among the Issuer and each Public Agency with jurisdiction over the respective location in which the Project is or will be located.

“Investor Letter” means the letter from the Lender addressed to the Borrower and the Issuer to be dated as of the Date of Issuance, substantially in the form attached hereto as Exhibit D.

“Issuer” means the City of St. Petersburg Health Facilities Authority, a public body corporate and politic organized and existing under the provisions of the laws of the State of Florida.

“Lender” means Banc of America Public Capital Corp, a Kansas corporation, and its successors and assigns.

“Loan” means the loan of the proceeds of the Revenue Bond from the Issuer to the Borrower pursuant to this Financing Agreement.

“Loan Documents” means collectively this Financing Agreement, the Revenue Bond and Master Note No. 1 and all agreements, documents and instruments executed at any time in connection therewith, as any of the same are amended, restated, or supplemented.

“Master Indenture” shall mean that Master Trust Indenture dated as of [_____] 1, 2013, between the Borrower and the Master Trustee as the same shall be amended and supplemented from time to time.

“Master Note No. 1” shall mean Master Note No. 1, executed and delivered by the Borrower to the Issuer, all under the terms of the Master Indenture, securing and/or evidencing the obligations of the Borrower under this Financing Agreement, substantially in the form described in the Supplemental Master Trust Indenture, together with any amendments thereto or obligations given in renewal or extension thereof.

“Master Trustee” shall mean Regions Bank, and its successors and assigns.

“Mortgage” means the Mortgage and Security Agreement dated as of [_____] 2013, from the Borrower, as mortgagor, to the Master Trustee, as mortgagee, as amended and supplemented from time to time in accordance with the terms thereof.

“Obligated Group” shall mean the Obligated Group as defined in the Master Indenture as such membership may be modified from time to time.

“Obligated Group Agent” shall mean the Borrower.

“One Month LIBOR” shall mean, for each Interest Period, a fluctuating rate of interest per annum (rounded upwards to the next higher 1/100 of 1%) equal to the British Bankers’ Association Libor Rate (“BBA Libor”) as published by Reuters (or other commercially available source providing quotations of BBA Libor as selected by the Lender from time to time) as determined at approximately 11:00 a.m. (London time) two London Banking Days prior to the first day of such Interest Period, for U.S. Dollar deposits (for delivery on the first day of such Interest Period) with a one month term. In the event for any reason the Lender is not able to determine LIBOR or it becomes illegal to maintain the Revenue Bond based on LIBOR, the Lender will choose a comparable rate to utilize. “London Banking Day” is a day on which banks in London are open for business and dealing in offshore dollars. A new Interest Period shall begin on the first London Banking Day of each month. For purposes of this definition, “Interest Period” shall mean each period beginning on the first London Banking Day of a month and continuing to, but not including, the next first London Banking Day of the next succeeding month.

“Opinion of Counsel” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. The attorney or attorneys rendering such opinion may be counsel to the Issuer or the Borrower.

“Owner” means the Person or Persons in whose name the Revenue Bond is registered on the books kept and maintained by the Borrower as bond registrar pursuant to section 7.05 hereof. The initial Owner is Banc of America Public Capital Corp.

“Person” means any individual, partnership (general or limited), joint venture, corporation, limited liability company, association, trust, firm or other enterprise or any government or political subdivision or agency thereof.

“Prime Rate” means the rate of interest publicly announced from time to time by Bank of America, N.A. as its Prime Rate. The Prime Rate is set by Bank of America, N.A. based on various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. Bank of America, N.A. may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in Bank of America, N.A.’s Prime Rate.

“Project” means the costs of acquisition, construction, equipping, renovation or expansion of all or a portion of the capital projects and equipment owned or to be owned and operated by the Borrower as further described in Exhibit A to this Financing Agreement, as the same may be modified from time to time, including payment of the costs of issuance of the Revenue Bond.

“Public Agency” means a county, city or other local governmental body with jurisdiction in which a portion of the Project is or will be located outside of the City and which constitutes a “public agency” within the meaning of the Interlocal Act.

“Resolution” means the resolution adopted by the Issuer on [____], 2013 authorizing the issuance, execution and delivery of the Revenue Bond, the execution and delivery of this Financing Agreement and the Interlocal Agreements, and the execution and delivery of other documents related thereto.

“Revenue Bond” means the Issuer’s Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013 issued pursuant to this Financing Agreement.

“State” means the State of Florida.

“Supplemental Master Trust Indenture” means the First Supplemental Master Trust Indenture, dated as of [____], 2013, by and between the Borrower, as Obligated Group Agent, and the Master Trustee.

“Tax-Exempt Organization” means a Person organized under the laws of the United States of America or any state thereof that is exempt from federal income taxes under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Term” shall have the meaning ascribed to such term in Section 5.01 hereof.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Issuer. The Issuer makes the following representations as the basis for the undertakings of the Borrower and the Lender herein contained:

(a) The Issuer is a duly created and existing public body corporate and politic under and pursuant to Chapter 154, Part III, Florida Statutes, as amended, and is a "local agency" under the Act to the extent it finances and refinances health care facilities for private, not-for-profit corporations. The Issuer has the power under the Act and the Interlocal Act to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The Issuer, pursuant to the Resolution, has been duly authorized to execute, assign and deliver this Financing Agreement, and to execute and deliver the Revenue Bond.

(b) The Issuer proposes to issue its Revenue Bond, in the principal amount of \$45,000,000 for the purpose of providing funds to finance and refinance the Project. The Revenue Bond will mature, bear interest, be redeemable and have the other terms and provisions set forth therein. The Issuer will assign and convey to the Lender all of its rights, title and interests in and under this Financing Agreement (except for certain indemnification and reimbursement rights of the Issuer) and all of its interest in Master Note No. 1 as security for payment of the principal of, premium, if any, and interest on the Revenue Bond.

(c) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions hereof conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Issuer is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer under the terms of any instrument or agreement, except as provided herein.

Section 2.02. Representations by the Borrower. The Borrower makes the following representations as the basis for the undertakings of the Issuer and the Lender herein contained:

(a) The Borrower is (i) a not for profit corporation duly organized, existing and in good standing under the laws of the State and the other states in which it conducts business, (ii) duly qualified to do business in the State and (iii) in good standing under the laws of the State.

(b) The Borrower, as Obligated Group Agent, has the power and authority to enter into, execute and deliver this Financing Agreement, the Supplemental Master Trust Indenture, the Master Indenture and Master Note No. 1 (collectively, the "Borrower Documents"), to borrow the proceeds of the Revenue Bond from the Issuer and to perform its obligations under and consummate the transactions contemplated by the Borrower Documents, to cause the Refunded Bonds to be refunded, and has by proper corporate action duly authorized the execution and delivery of the Borrower Documents.

(c) The Borrower Documents are valid and binding agreements of the Borrower, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application affecting remedies or creditors' rights, from time to time in effect, and except that the availability of specific performance or of injunctive relief is subject to the discretion of the court before which any proceedings may be brought.

(d) The execution and delivery of the Borrower Documents, the consummation of the transactions contemplated hereby and thereby and the fulfillment of or compliance with the terms and conditions hereof and thereof will not (with the passage of time or the giving of notice, or both) conflict with or result in or constitute a material breach of or material default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Borrower is a party or by which it or any of its property is bound, or violate any provision of the Articles of Incorporation or Bylaws of the Borrower, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Borrower or its property.

(e) The Borrower has the requisite authority to own and operate its properties, and in particular the Facilities, or to cause such properties, including the Facilities, to be operated and to carry on its business, and it has obtained or caused to be obtained all material permits, certificates, licenses, consents and approvals as are necessary or required therefor.

(f) The proceeds of the Revenue Bond will be used solely for the purposes described in the recitals to this Financing Agreement.

(g) The Borrower has obtained or has caused to be obtained or will obtain or cause to be obtained all requisite approvals of the State and other federal, regional and local governmental bodies that are currently obtainable relating to the refinancing, acquisition and renovation of the Project and all such approvals that are currently obtainable relating to the operation of the Project. The Project, when or as completed, will be or is in compliance with applicable federal, state and local zoning, subdivision, environmental, pollution control and other laws, rules, regulations, codes and ordinances.

(h) No litigation, proceedings or investigations are pending or to its knowledge threatened against the Borrower or its property except litigation, proceedings or investigations being defended by or on behalf of the Borrower in which the probable ultimate recoveries and the estimated costs and expenses of defense (i) will be entirely within the Borrower's applicable self-insurance and insurance policy limits (including primary and excess insurance policies and subject to a quota share arrangement and applicable deductibles) or (ii) will not have a material adverse effect on the operations or condition, financial or otherwise, of the Borrower. No litigation, investigations or proceedings are now pending or, to its knowledge, threatened against the Borrower that would in any manner challenge the validity of, or adversely affect the corporate existence or powers of the Borrower to enter into and carry out the transactions described in or contemplated by, the Borrower Documents, or the status of the Borrower as a Tax-Exempt Organization.

(i) The Project will promote and enhance the public purposes set forth in the Act and will benefit the economy of the Issuer.

(j) The costs of the Project to be paid from the proceeds of the Revenue Bond will be "costs" of a "project" as defined in the Act. The Project is a "health care facility" as defined in the Act, and the Borrower intends to so operate the Project until the Revenue Bond is fully paid or, if the Borrower is no longer operating the Project, to assure that any tenant,

assignee, vendee or other successor in interest actively using the Project in accordance with the terms hereof shall so operate the Project until the Revenue Bond is fully paid.

(k) As of the date of this Financing Agreement, the Borrower is a Tax-Exempt Organization; the Borrower is in compliance with all terms, conditions and limitations, if any, contained in any letter or ruling issued in conjunction with the grant of its tax-exempt status; the facts and circumstances that form the basis of such letter or ruling as represented to the Internal Revenue Service continue substantially to exist; and the Borrower and each other Member of the Obligated Group, if any, are and, so long as the Revenue Bond is Outstanding, will continue to be, exempt from federal income taxes under Section 501(a) and Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code.

(l) The Borrower is a Member of the Obligated Group, and the Revenue Bond, upon its issuance, will constitute a Related Obligation under the Master Indenture.

(m) The Borrower, consistent with prudent business judgment, will use its best efforts to maintain the other Members of the Obligated Group as Affiliates as contemplated by the Master Indenture and will use its best efforts to insure compliance with the applicable representations, warranties, covenants and obligations contained in this Financing Agreement.

(n) All representations, warranties, covenants or other obligations made herein in the name of the Obligated Group shall be interpreted as representations, warranties, covenants or other obligations by the Borrower and by each other Member of the Obligated Group.

ARTICLE III

THE REVENUE BOND; LOAN; DISBURSEMENT OF LOAN PROCEEDS; LOAN PAYMENTS

Section 3.01. Revenue Bond; Proceeds.

(a) **Agreement to Issue Revenue Bond; Application of Proceeds.** In order to provide funds to make the Loan to the Borrower as provided herein, the Issuer agrees that it shall issue and cause to be delivered to the Lender the Revenue Bond in the principal amount of \$45,000,000.

The Revenue Bond is issuable only as a single, fully registered bond in certificated form (not book entry). The Revenue Bond shall be in the form attached as Exhibit B hereto; the terms therein are hereby incorporated by reference and made a part hereof. The obligations of the Issuer hereunder and under the Revenue Bond constitute special limited obligations of the Issuer payable solely from and secured by (i) payments derived by the Issuer from the Borrower's repayment of the Loan (ii) unexpended Loan proceeds and all interest and investment earnings thereon and all proceeds thereof and (iii) any amounts realized by the Lender pursuant to Master Note No. 1. Proceeds of the Revenue Bond shall be used solely to fund the Loan.

The Lender shall purchase the Revenue Bond at a price of par and the Issuer shall thereupon fund the Loan as set forth herein and the proceeds of the Revenue Bond shall be applied as follows:

(i) \$[_____] shall be wired by the Lender directly to the bond trustee and/or letter of credit bank for the Orange County Bonds to pay the outstanding principal of and interest on the Orange County Bonds and other amounts required to accomplish the redemption of such bonds on the date hereof;

(ii) \$[_____] shall be wired by the Lender directly to the bond trustee and/or letter of credit bank for the Palm Beach County Bonds to pay the outstanding principal of and interest on the Palm Beach County Bonds and other amounts required to accomplish the redemption of such bonds on the date hereof;

(iii) \$[_____] shall be wired by the Lender directly to the bond trustee and/or letter of credit bank for the St. Petersburg Bonds to pay the outstanding principal of and interest on the St. Petersburg Bonds and other amounts required to accomplish the redemption of such bonds on the date hereof; and

(iv) the remaining amounts shall be deposited into the Project Fund (defined below) to be applied as provided in subsection (c) hereof,

provided that at the Date of Issuance, the Issuer shall have duly adopted and there shall be in full force and effect the Resolution and the Lender and the Issuer, as applicable shall have received the following:

(1) An opinion of nationally-recognized bond counsel in form acceptable to the Issuer and the Lender and their respective counsel and addressed to the Issuer and the Lender and upon which the Issuer and the Lender may rely, to the effect that the interest on the Revenue Bond is exempt from gross income for federal income tax purposes;

(2) An opinion of counsel to the Borrower, dated the date of the Date of Issuance, and in a form acceptable to the Issuer and the Lender and their respective counsel and addressed to the Issuer and the Lender and upon which the Issuer and the Lender may rely;

(3) A certified copy of the Resolution of the Issuer authorizing the issuance of the Revenue Bond and sale of the Revenue Bond to the Lender, and the execution, delivery and performance of the documents to which the Issuer is a party;

(4) Duly executed counterparts of the Interlocal Agreements and proof of TEFRA approvals;

(5) A duly executed counterpart of this Financing Agreement;

(6) Duly executed counterparts of each of the other Loan Documents;

(7) The original executed Revenue Bond;

(8) Certificate of the Borrower (i) attaching true and correct copies of the Articles of Incorporation and Bylaws of the Borrower, resolutions of the Borrower's Board of Directors or Executive Committee of the Board of Directors authorizing the execution, delivery and performance of the appropriate Loan Documents to which the Borrower is a party, and a letter of determination from the Internal Revenue Service confirming that the Borrower is a corporation described in Section 501(c)(3) of the Code and is not a "private foundation" as such term is defined in Section 509(a) of the Code, (ii) containing incumbency and specimen signatures of officers, and (iii) setting forth such other matters as the Lender may require;

(9) A copy of title search relating to the real property described in the Mortgage;

(10) Certified copy of Master Indenture and First Supplemental Master Indenture, the original executed Master Note No. 1 issued pursuant thereto assigned and registered to the Lender;

(11) Proof of filing of UCC Financing Statements to secure the pledge of Gross Revenues;

(12) True and correct copy of the Mortgage encumbering the property and proof of recording same;

(13) Duly executed copy of the Investor Letter; and

(14) Such additional legal opinions, certificates, proceedings, instruments, Public Agency consents and resolutions and other documents as the Lender, the Issuer or their respective counsel may reasonably request to evidence compliance by the Borrower and the Issuer with the legal requirements, the truth and accuracy, as of the time of the Date of Issuance, of the representations of the Issuer and Borrower herein contained and the due performance or satisfaction by the Borrower and the Issuer, at or prior to the Date of Issuance, of all agreements then required to be performed and all conditions then required to be satisfied by the Borrower and the Issuer at the Date of Issuance.

The Lender shall at all times have, and is hereby granted, a first lien on and security interest in all unexpended Loan proceeds and all interest and investment earnings thereon and all proceeds thereof.

(b) **The Loan.** The Issuer shall make the Loan in accordance with the terms of this Financing Agreement and the Revenue Bond, and the Borrower shall accept such Loan and shall cause the Refunded Bonds to be refunded, and repay the principal of and interest thereon to the Lender, on behalf of the Issuer, in accordance with the terms of this Financing Agreement and the Revenue Bond. The Borrower shall make payments to the Lender on behalf of the Issuer in satisfaction of the Revenue Bond as provided therein and as hereafter set forth in Section 3.02 hereof. Additionally, the Borrower shall make all other payments required of it under the Revenue Bond and this Financing Agreement.

(c) Creation of Project Fund; Disbursements.

(i) The Borrower shall establish and maintain in the Borrower's name an account designated "2013 Project Fund" (the "Project Fund"). The Borrower shall deposit or cause to be deposited into the Project Fund the proceeds of the Revenue Bond in the amount specified in the Tax Agreement.

(ii) The Borrower hereby agrees to use the moneys in the Project Fund for the limited purpose of paying or reimbursing the costs of acquiring, installing and equipping the Project, paying costs of issuance related to the Revenue Bond or for any other qualified use, as approved by Bond Counsel.

(iii) Any amounts remaining in the Project Fund on the date the Project is complete shall be used to prepay the Revenue Bond.

(iv) Amounts in the Project Fund may be invested by the Borrower in such investments as shall be approved in writing by the Lender.

(v) Amounts on deposit in the Project Fund may be disbursed by the Borrower to pay specified Project costs pursuant to a Requisition for Payment filed with and approved in writing by the Lender substantially in the form attached hereto as Exhibit C.

Section 3.02. Loan Payment.

(a) The Borrower shall pay directly to the Lender, for the account of the Issuer, on or before the dates required under the Revenue Bond and under this Financing Agreement, in immediately available funds, all amounts becoming due and payable pursuant to the Revenue Bond and this Financing Agreement together with all Expenses when due (except Issuer Expenses).

(b) All payments payable by the Borrower under this Section 3.02, except for Expenses incurred by the Issuer and payments to satisfy the Issuer's right of indemnification under Article IV hereof, are assigned by the Issuer to the Lender as the holder of the Revenue Bond. The Borrower hereby assents to such assignment. The Issuer hereby directs the Borrower and the Borrower hereby agrees to pay to the Lender at the Lender's Corporate Lending Office, all payments (except Expenses incurred by the Issuer or the Lender or any indemnification payments as provided in Article IV hereof) required to be paid by the Borrower pursuant to the Revenue Bond and this Financing Agreement.

(c) The Borrower shall pay fees, costs and reasonable expenses of the Issuer (including counsel fees and costs) and the Lender upon their written request, such expenses to be paid directly to the requesting party upon receipt of such request (the "Expenses").

(d) In the event the Borrower should fail to make any of the payments required under the Revenue Bond and this Financing Agreement, the amount so in default shall continue as an obligation of the Borrower until fully paid and until paid shall bear interest at the Default Rate.

(e) Upon acceleration of the Revenue Bond, the obligation of the Borrower to make payments hereunder shall likewise be deemed to be accelerated.

(f) The payments required to be made by the Borrower hereunder and under Master Note No. 1 have been calculated to provide funds sufficient to pay the principal of and interest on the Revenue Bond as the same come due and to provide funds for the payment of Expenses and other amounts that may become payable to the Issuer or the Lender with respect to the Revenue Bond and this Financing Agreement. The Borrower recognizes, understands and acknowledges that it is the intention of the parties that the payments hereunder be available exclusively for such purposes. This Financing Agreement shall be construed to effectuate this intent. If for any reason the payments by the Borrower hereunder are not sufficient for all such purposes, the amount of such deficiency shall bear interest from the due date at the Default Rate and shall immediately upon notification by the Lender or the Issuer that such a deficiency exists, be paid by the Borrower to the Lender. The payments to be made by the Borrower hereunder shall be made by the Borrower irrespective of any breach or any failure of compliance by the Issuer or the Lender with any requirement of this Financing Agreement or any counter-claim, right of offset against the Issuer or the Lender that the Borrower might otherwise have. All payments required to be made by the Borrower pursuant to this Financing Agreement shall be promptly made as herein set forth. Further, all payments made by or on behalf of the Issuer with respect to the Revenue Bond shall be credited against sums due under Master Note No. 1.

In the event the Borrower should fail to make any of the payments required under the Revenue Bond and this Financing Agreement, the amount so in default shall continue as an obligation of the Borrower until fully paid and until paid shall bear interest at the Default Rate.

Section 3.03. The Master Note.

(a) As an inducement for the Issuer to issue the Revenue Bond and to support the obligation of the Obligated Group to make the Loan payments and any additional payments required hereunder or under the Revenue Bond, concurrently with the issuance of the Revenue Bond, the Borrower shall cause Master Note No. 1 to be issued and registered in the name of the Issuer and assigned by the Issuer to the Lender pursuant to the Instrument of Transfer attached thereto. Issuance and delivery of the Revenue Bond by the Issuer shall be a condition of the issuance and delivery of Master Note No. 1.

(b) The Borrower agrees that, so long as the Revenue Bond remains outstanding, no transfer of the Master Note No. 1 shall be registered under the Master Indenture or be recognized except for transfers to a successor to the Lender in accordance with the Investor Letter.

Section 3.04. To Whom Payments are Due. Payments due hereunder and under the Revenue Bond, other than indemnification payments or payment of Issuer Expenses, shall be made by the Borrower directly to the Lender at [its Corporate Lending Office]. Payments of the Expenses or indemnification payments shall be made by the Borrower directly to the persons, firms, governmental agencies and other entities, including the Issuer and the Lender, their counsel and bond counsel in accordance with directions of the Issuer and the Lender.

Section 3.05. Prepayment of Revenue Bond. The Borrower shall have the option at any time to prepay its obligations hereunder on the same terms as provided for prepayment of the Revenue Bond.

Section 3.06. Operation and Maintenance of the Project. Upon completion or refinancing of the Project and thereafter for so long as the Revenue Bond is outstanding, the Borrower, as independent contractor and not as agent of the Issuer, agrees to keep and maintain the Project in good condition, repair and working order, except for ordinary wear and tear and obsolescence. Subject to Section 2.02(f), the Borrower, as independent contractor and not as agent of the Issuer, may remodel, modify or otherwise improve the Project from time to time as the Borrower in its discretion determines to be in its best interests. The Borrower shall operate, repair and maintain the Project as a "project" and a "health care facility" as defined in Section 159.27, Florida Statutes, as amended at its own expense.

Section 3.07. Satisfaction of Obligation. Except as otherwise herein expressly provided, the obligation of the Borrower to make payments hereunder shall be satisfied and terminated upon payment in full of all amounts due hereunder and under the Revenue Bond.

Section 3.08. Issuer's Performance of the Borrower's Obligations. In the event the Borrower at any time neglects, refuses or fails to perform any of its obligations under this Financing Agreement, the Issuer or the Lender, solely at their respective option and following at least thirty (30) days' written notice to the Borrower except where a shorter period of notice is necessary to avoid a default in payment on the Revenue Bond or hereunder or to prevent any loss or forfeiture thereof, may, but shall be under no obligation or duty, implied or otherwise to, perform or cause to be performed such obligations, and all expenditures incurred by the Issuer or the Lender in connection therewith shall be promptly paid or reimbursed by the Borrower to the Issuer or the Lender, as the case may be, and shall bear interest at the Default Rate until so reimbursed.

Section 3.09. Security Interest and Assignment; Acceptance by the Lender. To secure the prompt payment and performance as and when due by the Issuer of its obligations hereunder, the Issuer hereby assigns to the Lender all rights of the Issuer under the Revenue Bond, this Financing Agreement and Master Note No. 1, including the Bond Security (except the right to receive notices, be reimbursed for Expenses and to be indemnified under this Financing Agreement; the Issuer also reserves the right, but has no obligation to enforce in its own name the obligations of the Borrower under Section 3.06) including its rights to receive credits for payments on Master Note No. 1 to the Master Trustee. The Borrower acknowledges and agrees to such assignment. The Issuer further agrees that, with respect to the assigned rights of the Issuer under this Financing Agreement, the Lender shall have all of the rights and remedies of a Secured Party under the Florida Uniform Commercial Code. By accepting the assignment, the Lender shall look solely to the assigned rights and Master Note No. 1 for repayment of the Revenue Bond.

Section 3.10. Lender's Right to Tender Bond. On [_____] 1, 2020, [____], [____] and [____] (each, a "Lender's Tender Date"), the Lender shall have the right to tender the Revenue Bond to the Borrower for purchase at a purchase price equal to the outstanding principal balance thereof plus accrued interest thereon (the "Purchase Price"). On or before the

date which shall be 90 days prior to the next succeeding Lender's Tender Date (or such later date as shall be acceptable to the Lender), the Borrower shall have the option to request the Lender to waive its tender right, on such Lender's Tender Date. Such request and waiver shall be in writing. If such waiver is not given prior to the date which shall be 90 days prior to the next succeeding Lender's Tender Date (or such later date as shall be acceptable to the Borrower but no later than the Lender's Tender Date), the Lender shall be deemed to have exercised its tender right and the Borrower shall purchase the Revenue Bond from the Lender at the Purchase Price on the Lender's Tender Date.

Section 3.11. Negative Covenants. Notwithstanding anything in the Master Indenture to the contrary, the Borrower will not without the written consent of the Lender:

- (a) Cease to be an Obligated Group Member; or
- (b) Create, assume or suffer any such Liens on its Property described in paragraphs (d), (o), (p), (q), (r) or (s) of the definition of Permitted Liens as defined in the Master Indenture.

Section 3.12. Financial Covenants. Notwithstanding anything in the Master Indenture to the contrary, the Borrower will at all times:

- (a) maintain a Minimum Unrestricted Cash and Investment to Funded Debt ratio of not less than 75% tested semi-annually. For the purposes of this Financing Agreement, "Unrestricted Cash and Investment" shall mean unrestricted, unencumbered marketable securities, cash and cash equivalents. "Funded Debt" shall mean all outstanding liabilities for borrowed money and other interest-bearing liabilities, including current and long term debt
- (b) maintain an Annual Required Debt Service Coverage ratio of not less than 1.15:1.00 tested quarterly on a rolling twelve-month basis.

Notwithstanding anything to the contrary contained herein or the Master Indenture, for purposes of calculating financial covenants, the "Combined Group" shall mean, collectively, the Obligated Group and each Affiliated Corporation included in the consolidated audited financial statements of OneBlood and its affiliates delivered to the Lender.

Section 3.13. Increased Costs. The Borrower agrees that if because of any new law or regulation, Risk-Based Capital Guidelines, policy guideline, interpretation, or directive, or because of any change in an existing law, regulation, Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive or in the interpretation thereof by any official authority, if having the force of law or in any other respect obligatory upon the Lender, including specifically but without limitation all requests, rules, guidelines or directive in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, guidelines or directives promulgated by the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted, issued, promulgated or implemented:

(a) The Lender should with respect to this Financing Agreement, the Revenue Bond or any transaction hereunder, be subject to any tax, charge, fee, deduction or withholding of any kind whatsoever, or

(b) increased insurance premiums, reserve requirements, or changes in levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), should be imposed on the Lender with respect to this Financing Agreement, the Revenue Bond or any transactions hereunder or thereunder, and if any of the above-mentioned measures, should result in (i) any increase in the cost to the Lender of owning the Revenue Bond or any transaction under this Financing Agreement, or (ii) any reduction in the amount of principal, interest or any fee receivable by the Lender in respect of the Revenue Bond or this Financing Agreement or of any transaction contemplated under this Financing Agreement or (iii) any reduction in the yield or rate of return of the Lender on the Revenue Bond, to a level below that which the Lender could have achieved but for the adoption or modification of any such requirements,

then the Borrower agrees to pay to the Lender such increased cost or reduction in yield or rate of return ("Increased Cost Fee"). In determining any such amounts, the Lender will act reasonably and in good faith, using averaging and attribution methods which are reasonable. The Lender agrees to notify the Borrower within a reasonable period after it becomes aware of any such change. Any Increased Cost Fee shall be due and payable by the Borrower to the Lender within 90 days of demand. A certificate by the Lender as to the amount due and payable under this Section from time to time and a reasonably detailed description of the method of calculating the Increased Cost Fee shall be conclusive absent manifest error and shall be provided to the Borrower with the notice described above. The obligation of the Borrower to pay amounts due and owing to the Lender as described in this Section shall survive the delivery of the Revenue Bond to the Lender on the Closing Date. Any amounts paid by the Borrower to the Lender pursuant to this Section shall be an additional fee and shall not constitute interest on the Revenue Bond. In determining such amount, the Lender may use any reasonable averaging or attribution methods generally accepted by the banking industry in the United States. "Risk-Based Capital Guidelines" shall mean (i) the risk-based capital guidelines in effect in the United States on the date of this Financing Agreement, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the date of this Financing Agreement.

Section 3.14. Participations. The Lender at its sole cost and expense may, in the ordinary course of its business and in accordance with applicable law and the requirements herein, at any time sell to one or more banks or other entities ("Participants") participating interests in this Financing Agreement, the Master Note No. 1, and related agreements or other obligations owing to the Lender hereunder. In the event of any such sale by the Lender of participating interests to a Participant, the Lender's obligations under the Loan Documents shall remain unchanged, the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, the Lender shall remain the holder of the Master Note No. 1 for all purposes under the Loan Documents, and the Borrower and the Issuer shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under the Loan Documents. The Borrower authorizes the Lender to disclose to any Participant or any

other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in the Lender's possession concerning the creditworthiness of the Borrower. The Lender is solely responsible for any such transfer and the Issuer makes no representation as to the sale of a participation interest.

Section 3.15. Interest in Excess of Maximum Rate. If the amount of interest that would have accrued on the Revenue Bond at the rate set forth therein is greater than the amount of interest accrued at the maximum rate set forth therein, the Borrower shall pay to the Lender, on each date on which interest payments are due under the Revenue Bond, the amount of such excess interest, provided such does not exceed the maximum rate allowed by law for Borrower to pay.

Section 3.16. Reporting Requirements. The Borrower agrees, for the term of this Financing Agreement, to provide the following financial information and statements, forms of which have been agreed to by the Borrower and the Lender prior to the date of this Financing Agreement, and such additional information as requested by the Lender from time to time. The Lender reserves the right, upon written notice to the Borrower, to require the Borrower to deliver financial information and statements to the Lender more frequently than otherwise provided below, and to use such additional information and statements to measure any applicable financial covenants in this Financing Agreement.

(a) Within 120 days of the fiscal year end, the annual financial statements of Borrower certified and dated by an authorized financial officer. Financial statements shall be audited and certified as such by a certified public accountant acceptable to the Lender.

(b) Within 60 days of each fiscal quarter (including the last period in each fiscal year), the quarterly financial statements of Borrower certified and dated by an authorized financial officer. These financial statements may be company-prepared.

(c) Within 30 days after the start of each fiscal year end, an operating and capital budget in form and content satisfactory to the Lender.

(d) Together with the submission of quarterly and annual financial statements, a compliance certificate signed by the chief financial officer of Borrower or other representative approved by the Lender, in form and content satisfactory to the Lender and accompanied by detailed calculations of covenant compliance.

Section 3.17. Prepayment Premium. If the Revenue Bond is prepaid in whole or in part on an Interest Adjustment Date, no prepayment premium shall be payable. If the Revenue Bond is prepaid in whole or in part on a date other than an Interest Adjustment Date, Borrower will pay to the Lender a prepayment premium sufficient to compensate the Lender for any loss, cost or expense incurred by it as a result of the prepayment, including any loss of anticipated profits and any loss or expenses arising from the liquidation or reemployment of funds obtained by it to maintain the loan or from fees payable to terminate the deposits from which such funds were obtained. For purposes of this paragraph, the Lender shall be deemed to have funded the Loan by a matching deposit or other borrowing in the applicable interbank market, whether or not the Loan was in fact so funded.

Section 3.18. OPAC Patriot Act Notice. The Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the Borrower or from otherwise conducting business with the Borrower and (b) ensure that the Revenue Bond proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the Borrower shall comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. The Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act. The Borrower hereby agrees that it shall promptly provide such information upon request by the Lender.

Section 3.19. Regulatory Approvals. The Borrower represents that on the Closing Date, each authorization, consent, approval, license or formal exemption from or filings, declaration or registration with any court, governmental agency or regulatory authority (Federal, state or local), required in connection with the execution and delivery or adoption of, as the case may be, and performance by the Borrower under this Financing Agreement and the Loan Documents to which the Borrower is a party in the manner and of the purpose contemplated by this Financing Agreement and the Loan Documents, has been obtained or made and is in full force and effect.

Section 3.20. Affirmative Covenants. The Borrower covenants and agrees that it will do the following unless the Lender shall otherwise consent in writing:

(a) **Inspection.** Permit the Lender by its representatives and agents, to inspect any of the properties, corporate books and financial records of the Obligated Group Members (specifically excluding, however, any such books or records (i) subject to the attorney-client privilege or (ii) to the extent they include personnel, student, patient, protective health information and similar records which an Obligated Group Member is not permitted by law to disclose and excluding the identity of donors who have requested anonymity), and make copies of the books or accounts and other financial records of the Obligated Group Members, and to discuss the affairs, finances and accounts of the Obligated Group Members with, and to be advised as to the same by, the officers and independent public accountants of the Obligated Group Members, all upon prior written notice and at such reasonable times during normal business hours and intervals as the Lender may designate.

(b) **Payment of Taxes.** Pay before they become delinquent all lawful taxes, assessments and governmental charges or levies imposed upon it or its property, provided that the foregoing need not be paid so long as they are being contested in good faith by appropriate proceedings and adequate reserves have been established with respect thereto, the Obligated Group Member's title to, and its right to use, its property is not materially adversely affected thereby.

(c) Compliance with Laws. Comply in all material respects with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards to which it may be subject; provided, however, that the Obligated Group Member may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto.

(d) ERISA Compliance. Maintain each of its pension plans as to which it may have liability in compliance in all material respects with the applicable provisions of ERISA and the regulations and published interpretations thereunder the failure to comply with which could subject such Obligated Group Member to a tax or penalty which would have material adverse effect on its financial condition.

(e) Maintenance of Approvals, Filings, Etc. At all times to maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for its execution, delivery and performance of this Financing Agreement.

(f) Maintenance of Existence. The Borrower shall at all times take all legal steps necessary to maintain (a) its existence as a not-for-profit corporation under the laws of the State of Florida and as an organization described in Section 501(c)(3) of the Code and (b) exemption from federal income tax of interest on the Revenue Bond.

(g) Environmental Laws. At all times be in material compliance with all applicable Environmental Laws, the failure to comply with which could have a material adverse effect.

(h) Membership to the Obligated Group. At all times, until all Obligations have been repaid and this Financing Agreement terminates, the Borrower shall remain an Obligated Group Member and shall not allow a Person to become an Obligated Group Member without the Lender's prior written consent.

(i) Use of Proceeds. Use the proceeds of the Revenue Bond solely as provided for in this Financing Agreement and not in contravention of any Applicable Law.

(j) Books and Records. (i) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Obligated Group Members; and (ii) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Obligated Group Members.

Section 3.21. Attorney Fees. Upon the occurrence of an Event of Default under the Master Indenture or an event of default under this Financing Agreement, Borrower will reimburse the Lender and the Issuer for their respective reasonable attorneys' fees and costs in regard to determining its rights and liabilities under the Loan Documents and enforcement of same.

ARTICLE IV

THE BORROWER'S INDEMNIFICATION OF ISSUER, CITY AND LENDER

Section 4.01. Indemnification of Issuer and Lender; No Issuer or Lender Liability; Damage Claims. The Borrower shall protect, indemnify and save harmless the Issuer, the City and the Lender and their officers, officials, members, directors, employees, agents and attorneys against and from any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, including attorneys fees, and costs of every kind and nature incurred by, or asserted or imposed against, the Issuer, the City or the Lender, and their officers, officials, members, directors, agents, employees or attorneys, or any of them, by reason of any accident, injury (including death) or damage to any person or property, however caused, resulting from, connected with or growing out of any act of commission or omission of the Borrower, or any officers, members, directors, employees, agents, assignees, contractors or subcontractors of the Borrower, or any use, non-use, possession, occupation, condition, operation, service, design, construction, acquisition, maintenance or management of, or on, or in connection with, the Facilities, or any part thereof, or otherwise related to this Financing Agreement, the Revenue Bond or any related documents or the financing of the Project during the Term of this Financing Agreement or after the expiration of such Term, and regardless of whether such liabilities, suits, actions, claims, demands, damages, losses, expenses and costs be against or be suffered or sustained by the Issuer, the City or the Lender or any of their officers, officials, members, directors, agents, employees or attorneys, or be against or be suffered or sustained by other persons, corporations or other legal entities to whom the Issuer, the City or the Lender or any of their officers, officials, members, directors, agents, employees or attorneys may become liable therefor. Neither the Issuer, the City nor the Lender nor any of their officers, officials, members, directors, employees, agents and attorneys shall be liable for any damage or injury occurring to the persons or property of the Borrower or any of its officers, members, agents, including operating personnel, contractors and employees, or any other person or entity who or which may be upon the Facilities, due to any act or negligence of any person or entity other than the willful misconduct or gross negligence of the Lender, its officers, officials, members, directors, agents, servants, employees and attorneys. The Borrower may, and if so requested by the Issuer, the City or the Lender shall, utilizing counsel reasonably acceptable to the Issuer, the City and the Lender, undertake to defend, at its sole cost and expense, any and all suits, actions or proceedings brought against the Issuer, the City and the Lender or any of their officers, officials, members, directors, agents, employees or attorneys in connection with any of the matters mentioned in this Section.

A party seeking indemnification under this Article IV shall notify the Borrower in writing within thirty (30) days of actual notice of any claim or action brought against such party in which

indemnity may be sought against the Borrower under this Article; and such notice shall be given in sufficient time to allow the Borrower to defend such claim or action. However, the failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Borrower under this Article IV, if (i) the party seeking indemnification shall not have had knowledge or notice of such claim or action, or (ii) the Borrower's ability to defend such claim or action shall not thereby be materially impaired. In the event, however, that (x) the party seeking indemnification shall not have notified the Borrower within thirty (30) days of actual notice of any such claim or action after such party's receipt of notice thereof, and (y) the Borrower's ability to defend or participate in such claim or action is materially impaired by reason of not having received timely notice thereof from the party seeking indemnity, then the Borrower's obligation to so defend and indemnify shall be qualified to the extent (and only to the extent) of such material impairment.

The provisions of this Article IV shall expressly survive the termination of this Financing Agreement with respect to any indemnification arising as a result of actions taken prior to such termination.

The Issuer and the Lender agree, at the request and expense of the Borrower, to cooperate in the making of any investigation and defense of any such claim and promptly to assert any or all of the rights and privileges and defenses, which may be available to the Issuer and the Lender.

ARTICLE V

TERM AND TERMINATION

Section 5.01. Term. The term of this Financing Agreement shall commence on the date and at the time when the Revenue Bond is delivered, and terminate on the date when the Revenue Bond and all other obligations of the Borrower or the Issuer under the Revenue Bond and this Financing Agreement shall have been paid in full under such circumstances that no claim for repayment may be made under any law or rule of law (the "Term").

Section 5.02. Termination. In no event shall this Financing Agreement terminate until the Lender certifies to the Issuer that the Revenue Bond, including principal, interest and any redemption premium, and all other obligations incurred by the Borrower and the Issuer, as the case may be, under the Revenue Bond and this Financing Agreement have been paid in full.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01. Events of Default; Remedies.

(a) **Events of Default.** The following shall be "events of default" under this Financing Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Financing Agreement, any one or more of the following events:

(1) failure of the Borrower to pay when due any amount required to be paid under the Revenue Bond or under this Financing Agreement; or

(2) failure of the Borrower to observe or perform any covenant or agreement contained in this Financing Agreement (other than those referred to in clause (1) above), and such failure shall remain unremedied for 30 days after notice thereof shall have been given to the Borrower by the Lender; or

(3) failure of the Borrower to purchase the Revenue Bond when, as and if required by Section 3.10 hereof; or

(4) the occurrence of an event of default under the Master Indenture.

(b) **Remedies on Default.** Whenever any event of default referred to in clause (1) of this Section 6.01 shall have occurred, the Lender may, but shall not be obligated to, give notice to the Master Trustee to accelerate Master Note No. 1 securing the Loan pursuant to the Master Indenture and may, but shall not be obligated to, instruct the Master Trustee to institute suit pursuant to the Master Indenture. Whenever any event of default under the Revenue Bond or Financing Agreement shall have occurred, the Lender may take whatever other action at law or in equity is, in its judgment, necessary or desirable to enforce the performance, observance or compliance by the Borrower with any covenant, condition, or agreement under the Revenue Bond or Financing Agreement.

(c) **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lender or the Issuer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Revenue Bond or Financing Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(d) **Waivers by Lender.** The Lender may waive compliance with any provision contained in Sections 3.11 through 3.20 of this Financing Agreement without the consent of the Issuer and may waive compliance with any of the provisions of this Financing Agreement or the Revenue Bond without the consent of the Issuer so long as (i) the waiver will not affect the provisions of Article IV hereof relating to the indemnification of the Issuer by the Borrower, (ii) the Borrower delivers to the Lender an Opinion of Counsel to the effect that such waiver will not adversely affect the qualification of the Revenue Bond or the Project under the Act, and (iii) the Borrower delivers to the Lender and the Issuer a Favorable Tax Opinion.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Issuer, City and Lender Officers Not Liable. The officers, officials, directors, agents, members, employees and attorneys of the Issuer, the City and the Lender shall

not be personally liable for any costs, losses, damages or liabilities caused or subsequently incurred by the Borrower or any officer, member, director, agent or attorney thereof in connection with or as a result of this Financing Agreement.

Section 7.02. Enforcement. The rights, interests, powers, privileges and benefits accruing to or vested in the Issuer and the Lender under this Financing Agreement may be protected and enforced in conformity with the terms of this Financing Agreement or the Revenue Bond in the sole discretion of the Issuer or the Lender, as the case may be.

Section 7.03. Amendment of Agreement. This Financing Agreement may be amended only by a written instrument signed by the Issuer, the Borrower and the Lender; provided, however, that nothing herein shall permit or be construed as permitting any abatement, reduction, abrogation, waiver or diminution in any manner or to any extent whatsoever of the obligation of the Borrower to pay the loan payments as provided in this Financing Agreement. Notwithstanding anything to the contrary contained herein, the parties acknowledge that Sections 3.11 through 3.20 are for the sole benefit of the Lender and may be amended by written amendment signed only by Borrower and the provided that the conditions set forth in Section 6.01(d) hereof are met by such amendment.

Section 7.04. Prepayment of Revenue Bond. At any time, the Issuer, at the request of the Borrower, shall take all steps that may be proper and necessary under the applicable redemption provisions of this Financing Agreement to effect the prepayment of all or part of the then outstanding Revenue Bond as may be specified by the Borrower from funds provided by the Borrower pursuant to Section 3.02 hereof, on the earliest prepayment date on which such prepayment may be effected. Expenses of such prepayment shall be paid by the Borrower and not from other funds of the Issuer. The Issuer shall, at the expense of the Borrower, cooperate with the Borrower in effecting any prepayment of the Revenue Bond.

Section 7.05. Registration; Transfer of Revenue Bond. The Borrower shall keep books for the registration of the Revenue Bond and the registration of transfer of the Revenue Bond as provided in this Financing Agreement and is hereby appointed the Issuer's bond registrar and agent for the transfer and exchange of the Revenue Bond (the "Registrar") and as such the Borrower shall maintain the books of the Issuer for the registration of ownership of the Revenue Bond as provided herein. The Borrower, for and on behalf of the Issuer, shall keep the Revenue Bond's registration record, in which shall be recorded any and all transfers of ownership of the Revenue Bond which transfer shall be in accordance with the Investor Letter. The Revenue Bond shall not be registered to bearer. The Revenue Bond may be transferred upon the registration books upon surrender thereof by the registered Owner in person or by such Owner's attorney-in-fact or legal representative duly authorized in writing together with a written instrument of transfer, and in accordance with the requirements of this Section and the Investor Letter.

The Issuer and the Registrar may deem and treat the registered Owner of the Revenue Bond as the absolute Owner of the Revenue Bond for the purpose of receiving any payment on the Revenue Bond and for all other purposes of this Financing Agreement, whether the Revenue Bond shall be overdue or not. Payment of, or on account of, the principal of and interest on the Revenue Bond shall be made to or upon the written order of such registered Owner or such

Owner's attorney-in-fact or legal representative duly authorized in writing. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Revenue Bond to the extent of the sum or sums so paid.

The Lender will not transfer the Revenue Bond unless it also transfers the Bond Security to the transferee, subject to the provisions of this Section. In the event that the Lender transfers the Revenue Bond or any interest therein, the Lender shall only transfer the Revenue Bond or any interest therein to the Borrower pursuant to Section 3.14 hereof or to a commercial bank regulated under applicable state and federal laws and in compliance with all applicable banking and securities laws and exemptions and other provisions of applicable state and federal laws and executes an Investor Letter substantially in the form attached hereto as Exhibit D.

Section 7.06. Surplus Funds. When the Revenue Bond shall have been paid and all other obligations incurred or to be incurred by the Issuer under the Revenue Bond and this Financing Agreement shall have been paid, and, assuming the existence of no other agreements imposing a continuing lien on the surplus funds if any, held by the Issuer or the Lender, any surplus funds remaining in the possession of the Lender or the Issuer shall be paid to the Borrower.

Section 7.07. Notices; Demands; Requests. All notices, demands and requests to be given to or made hereunder by the Borrower, the Issuer or the Lender shall be in writing and shall be deemed to be properly given or made if sent by telephonically confirmed facsimile transmission, electronically confirmed email or by United States registered or certified mail, postage prepaid, addressed as follows:

(a) As to the Borrower:

OneBlood, Inc.
8669 Commodity Circle
Orlando, Florida 32819
Attention: John Murphy, Chief Financial Officer
Telephone: (407) 455-7551
Email: john.murphy@oneblood.org
Facsimile: [_____]

With a copy to:

Foley & Lardner LLP
111 North Orange Avenue, Suite 1800
Orlando, Florida 32801
Attention: Michael Okaty
Telephone: (407) 244-3229
Email: mokaty@foley.com
Facsimile: (407) 648-1743

(b) As to the Issuer:

City of St. Petersburg Health Facilities Authority
One 4th Street North, 10th Floor
St. Petersburg, Florida 33701
Attention: Jacqueline Kovilaritch, Assistant City Attorney
Telephone: (727) 893-7401
Email: Jacqueline.kovilarites@stpete.org
Facsimile: (727) 892-5262

With a copy to:

Bryant Miller Olive
One Tampa City Center, Suite 2700
Tampa, Florida 33602
Attention: Kareem J. Spratling
Telephone: (813) 273-6677
Email: kspratling@bmlaw.com
Facsimile: (813) 223-2705

(c) As to the Lender:

Banc of America Public Capital Corp
1 Financial Plaza, 2nd Floor
Providence, Rhode Island 02903
Attention: BAPCC Portfolio Manager (R. Cormier)
Telephone:
Email: robert.h.cormier@baml.com
Facsimile: (804) 266-1625

With a copy to:

Bank of America, N.A.
390 N. Orange Ave., Suite 900
Orlando, Florida 32801
Attention: Jeffrey E. Graff, Senior Vice President
Telephone: (407) 420-2724
Email: jeff.graff@baml.com
Facsimile: (407) 420-2724

Receipt of notices, demands, requests, or other communications hereunder shall occur upon actual delivery (whether by facsimile transmission, electronic mail, mail, messenger, courier service, or otherwise), as to the Borrower, to an officer, agent, or employee of the Borrower at any location where such person may be found and, as to any other party, to an officer, agent, or employee of such other party at the address of such party set forth above, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by facsimile transmission, email, mail, messenger, or courier service (whichever is chosen by the sender) which is not

completed because of changed address of which no notice was received by the sender in accordance with this provision prior to the sending of the notice, certificate, or other communication shall also be deemed to be and constitute receipt.

Any of such addressees and addresses may be changed at any time upon written notice of such change sent by certified mail, postage prepaid, to the other parties by the party effecting the change. A copy of any notice sent by one of the foregoing parties to another shall be sent to the third such party.

Section 7.08. Florida Law Controlling. This Financing Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of law principles.

Section 7.09. Consents and Approvals. Whenever the written consent or approval of the Issuer or the Borrower or any officer thereof shall be required under the provisions of this Financing Agreement, such consent or approval shall not be unreasonably withheld.

Section 7.10. Multiple Counterparts. This Financing Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

Section 7.11. Severability. If any one or more of the covenants, agreements or provisions of this Financing Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Financing Agreement, and this Financing Agreement shall continue in force to the fullest extent permitted by law.

Section 7.12. The Borrower's Remedies. The Borrower also may, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons that the Borrower deems reasonably necessary in order to secure or protect its right of possession, occupancy and use of the Facilities, and in such event the Issuer hereby agrees to cooperate with the Borrower and to take all action necessary to effect the substitution of the Borrower for the Issuer in any such action or proceeding if the Borrower shall so request.

Section 7.13. Extent of Covenants. All covenants, stipulations, obligations and agreements of the Issuer and the Borrower contained in this Financing Agreement shall be effective to the extent authorized and permitted by Applicable Law.

Section 7.14. Limitation on Issuer's Liability. All obligations of the Issuer expressed or implied in this Financing Agreement or otherwise incurred in connection with the Project for the payment of money or for damages resulting from the breach of any covenant, undertaking, agreement, or warranty shall not be a general debt on its part but shall be payable solely from revenues of the Issuer derived and to be derived under this Financing Agreement and the Revenue Bond. Neither the directors nor any officer, official, member, agent, employee or attorney of the Issuer shall be personally liable for the payment of any sum or for the performance of any obligation under this Financing Agreement. The obligations and undertakings of the Issuer in this Financing Agreement shall not be deemed to constitute a debt

or general obligation of the Issuer, the City of St. Petersburg, Florida, the State of Florida or any political subdivision thereof, and the same shall not be liable under this Financing Agreement.

Section 7.15. Usury. Notwithstanding anything else in the Revenue Bond or in this Financing Agreement, in no contingency or event whatever shall the amount paid or agreed to be paid to the Issuer or the Lender for use, forbearance or detention of the money to be advanced thereunder exceed the highest lawful rate of interest permitted under law applicable thereto by a court of competent jurisdiction. If, from any circumstances whatever, fulfillment of any provision of the Revenue Bond or this Financing Agreement, at the time performance of such provisions shall be due, shall involve payment of interest at a rate that exceeds the highest lawful rate as so determined, then ipso facto the obligation to be fulfilled shall be reduced to such highest lawful rate, provided that the interest rate shall remain at such highest lawful rate until such time as the amount of interest paid on the Revenue Bond or under this Financing Agreement shall equal the amount of interest that would otherwise have been paid hereunder. If from any circumstances whatever, the Lender or the Issuer shall ever receive interest, the amount of which would exceed such highest lawful rate, the portion thereof which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Revenue Bond or this Financing Agreement and not to the payment of interest, or if the Revenue Bond are no longer outstanding and all sums due under this Financing Agreement and the Revenue Bond have been paid in full, shall be repaid to the Borrower.

Section 7.16. Limitation on Liability; Waiver of Punitive Damages. EACH OF THE PARTIES HERETO AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM (A "DISPUTE") THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS FINANCING AGREEMENT, THE LOAN DOCUMENTS OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR THE INDEBTEDNESS AND OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE, WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE. THE PROVISIONS OF THIS SECTION 7.16 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS FINANCING AGREEMENT WITH RESPECT TO ANY AMOUNTS DUE WITH RESPECT TO ANY ACT OR FAILURE TO ACT BY THE BORROWER PRIOR TO SUCH TERMINATION.

IN WITNESS WHEREOF, the City of St. Petersburg Health Facilities Authority has caused this Financing Agreement to be executed in its name and on its behalf by its Chairperson and its corporate seal to be hereunto affixed and attested by its Secretary; OneBlood, Inc. has caused this Financing Agreement to be executed in its name and on its behalf by its duly authorized officer; and Banc of America Public Capital Corp has caused this Financing Agreement to be executed in its name and on its behalf by its duly authorized officer, as of the day and year first above written.

CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY

(SEAL)

By: _____
Mary Wyatt Allen, Chairperson

Mary Hilton Cross, Secretary

BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Its: Senior Vice President

ONEBLOOD, INC.

By: _____
Its: _____

ASSIGNMENT TO LENDER

The undersigned hereby sells, assigns and transfers unto Banc of America Public Capital Corp, without recourse or warranty, all rights and interests under the within the Financing Agreement (except the right to receive notices, be reimbursed for expenses and to be indemnified under the Financing Agreement).

**CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY**

By: _____
Mary Wyatt Allen, Chairperson

Attest:

By: _____
Mary Hilton Cross, Secretary

EXHIBIT A

PROJECT DESCRIPTION

The Project consists of the financing or refinancing of all or a part of the costs of the acquisition, construction, equipping, renovation and expansion of the following health care facilities owned or to be owned and operated by the Borrower:

A. finance or refinance the acquisition, renovation and equipping of an existing approximately 97,000 square foot, three-story office building and 320 parking places situated on 4.2 acre site to be used as a blood donor facility, parking, laboratory, blood product distribution center and for related operations of the Borrower located at 3000 West Cypress Creek Road, Fort Lauderdale, Broward County, Florida 33309; to be financed or refinanced with proceeds of the Bond in an amount not to exceed \$15,300,000;

B. refinance the acquisition, renovation and equipping of (i) an existing approximately 32,000 square foot, one-story building to be used for a blood donor facility, parking, research facilities, mobile support operations, medical records and related operations of the Borrower located at 9900 Dr. M.L. King Jr. Street North, St. Petersburg, Pinellas County, Florida 33716, and (ii) an existing approximately 144,000 square foot building for use as a blood laboratory located on an approximately 3 acre site located at 10100 Dr. M.L. King Jr. Street North, St. Petersburg, Florida 33716; to be refinanced with proceeds of the Bond in an amount not to exceed \$10,500,000;

C. refinance the acquisition, renovation and construction of an existing approximately 106,000 square foot, four-story office building located at 8669 Commodity Circle, Orlando, Florida 32819 and an approximately 85,400 square foot warehouse facility located at 8663 Commodity Circle, Orlando, Orange County, Florida 32819, used as a headquarters facility, including offices, a laboratory, a blood collections facility, and a tissue harvesting facility; to be refinanced with proceeds of the Bond in an amount not to exceed \$14,000,000;

D. refinance the acquisition of 3.5 acres of land located at 3451 Northlake Boulevard in Lake Park, Palm Beach County, Florida 33403 and the construction and equipping thereon of an approximately 40,900 square foot, three-story administrative building and blood processing and distribution center, and the acquisition of 3 acres of land adjacent to and located to the east of the hereinbefore described land to be used for future expansion; to be refinanced with proceeds of the Bond in an amount not to exceed \$4,200,000; and

E. refinance the acquisition of 3 acres of land located at 7901 Riviera Boulevard in Miramar, Broward County, Florida 33023 and the construction and equipping thereon of an approximately 20,000 square foot blood processing and distribution facility; to be refinanced with proceeds of the Bond in an amount not to exceed \$1,400,000.

Related facilities and equipment may be financed or refinanced with each of the projects.

EXHIBIT B
FORM OF REVENUE BOND

THIS REVENUE BOND CAN ONLY BE TRANSFERRED PURSUANT TO AND IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN SECTION 7.05 OF THE FINANCING AGREEMENT (AS DEFINED HEREIN) AND UPON DELIVERY BY THE TRANSFEREE OF AN INVESTOR LETTER IN ACCORDANCE WITH THE PROVISIONS THEREOF.

**CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY
HEALTH CARE FACILITIES REVENUE BOND
(ONEBLOOD, INC. PROJECT),
SERIES 2013**

<u>Dated Date</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
[____], 2013	Variable	[____]

CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY (the "Issuer"), for value received, hereby promises to pay to the order of

BANC OF AMERICA PUBLIC CAPITAL CORP

(the "Bondholder") or its successors or registered assigns, the principal sum of

FORTY-FIVE MILLION DOLLARS
(\$45,000,000)

or such lesser amount as shall be outstanding hereunder as hereinafter provided and pursuant to the terms of the Financing Agreement, dated as of [____] 1, 2013, by and among the Issuer, OneBlood, Inc. (the "Borrower"), and the Bondholder (as amended and supplemented from time to time in accordance with the terms thereof, the "Financing Agreement"), together with interest on the outstanding principal balance from time to time remaining unpaid from and including the date hereof until payment of such principal amount has been made or duly provided for at the variable rates of interest and on the dates determined as provided in the Financing Agreement, such principal and interest to be computed and paid at the times and in the manner set forth herein and in the Financing Agreement. Interest on the outstanding principal balance of this Revenue Bond shall bear interest at a variable rate per annum equal to 67% of One-Month LIBOR plus the Applicable Margin (defined below); provided, however, that the interest rate to be applied to the unpaid principal balance of this Revenue Bond shall not exceed the maximum non-usurious rate of interest per annum permitted by whichever of applicable United States federal law or Florida law. Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year. The Borrower shall make quarterly interest payments to the Bondholder commencing on [____] 1, 2013, and continuing on each [____] 1, [____] 1, [____] 1 and [____] 1 thereafter until payment of the outstanding principal balance hereof shall have been made or duly provided for. The Borrower shall make annual principal payments to the Bondholder commencing on [____], 2014, and continuing on each [____] thereafter until the Maturity Date set forth above, in accordance with Schedule 1 hereto. This Revenue

Bond shall mature and all unpaid principal and accrued but unpaid interest and all other amounts payable hereunder or payable under the Financing Agreement shall be due and payable on the Maturity Date, subject to earlier optional prepayment by the Borrower as hereinafter provided. The amount of each principal payment is set forth on Schedule 1 attached hereto. The principal of and interest on this Revenue Bond are payable in lawful currency of the United States of America.

The interest rate on this Revenue Bond shall be subject to adjustment as hereinafter provided.

For purposes hereof, the following terms have the following meanings:

“Applicable Margin” shall equal 72 basis points (0.72%).

“Banking Day” means, in respect of any city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the treasury regulations under it and its predecessors.

“Default Rate” means a variable rate per annum equal to the sum of 300 basis points (3.00%) plus the Prime Rate from the date any principal of or interest on the Revenue Bond has not been paid when due and payable until such principal or interest is paid.

“Determination of Taxability” means the issuance of a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Revenue Bond is includable in the gross income of the Bondholder. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer and the Borrower have been given written notice thereof and, if it is so desired by the Issuer and the Borrower and is legally permissible, the Issuer and the Borrower, have been afforded the opportunity to contest the same, at the Borrower’s expense, either directly or in the name of the Bondholder and until the conclusion of any appellate review, if sought. A Determination of Taxability shall not occur solely from the fact that such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations.

“One Month LIBOR” shall mean, for each Interest Period, a fluctuating rate of interest per annum (rounded upwards to the next higher 1/100 of 1%) equal to the British Bankers’ Association Libor Rate (“BBA Libor”) as published by Reuters (or other commercially available source providing quotations of BBA Libor as selected by the Lender from time to time) as determined at approximately 11:00 a.m. (London time) two London Banking Days prior to the first day of such Interest Period, for U.S. Dollar deposits (for delivery on the first day of such Interest Period) with a one month term. In the event for any reason the Lender is not able to determine LIBOR or it becomes illegal to maintain the Revenue Bond based on LIBOR, the Lender will choose a comparable rate to utilize. “London Banking Day” is a day on which banks in London are open for business and dealing in offshore dollars. A new Interest Period shall begin on the first London Banking Day of each month. For purposes of this definition, “Interest

Period” shall mean each period beginning on the first London Banking Day of a month and continuing to, but not including, the first London Banking Day of the next succeeding month.

“Prime Rate” means the rate of interest publicly announced from time to time by Bank of America, N.A. as its Prime Rate. The Prime Rate is set by Bank of America, N.A. based on various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. Bank of America, N.A. may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in Bank of America, N.A.’s Prime Rate.

“Taxable Rate” means a variable rate per annum equal to the sum of (i) One-Month LIBOR plus (ii) the product of the Applicable Margin and 1.54.

All other terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed to such terms by the Financing Agreement.

In the event of a Determination of Taxability, the interest rate payable hereunder shall be increased to the Taxable Rate. In addition, upon a Determination of Taxability, there shall be payable hereunder to the Bondholder subject to such Determination of Taxability the Additional Amount upon demand. “Additional Amount” means (i) the difference between (a) the amount of interest that would have been paid on this Bond for the period commencing on the date on which the interest on this Bond ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Bond ceased to be outstanding or such adjustment is no longer applicable to this Bond (the “Taxable Period”) at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest actually paid on this Bond for the Taxable Period under the provisions of this Bond without considering the Determination of Taxability, plus (ii) an amount equal to any interest, penalties or charges paid or payable by such Bondholder to the Internal Revenue Service by reason of such Determination of Taxability.

The Issuer may, upon written direction of the Borrower, and not less than three (3) days’ prior written notice directly to the Bondholder, prepay the principal of this Revenue Bond, in whole or in part, at any time by payment in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment and (i) if prepaid on the first day of an Interest Period, without penalty or premium or (ii) if prepaid on a day other than the first day of an Interest Period, then upon payment of any additional amounts due and payable pursuant to Section 3.17 of the Financing Agreement.

Pursuant to Section 3.10 of the Financing Agreement, the Owner shall have the right to tender this Bond to the Borrower for purchase at a purchase price equal to the outstanding principal balance hereof plus accrued interest hereon on each of the dates specified therein and as provided therein.

The principal of and interest on this Revenue Bond are payable from and secured by (i) payments derived by the Issuer from the Borrower’s repayment of the Loan (ii) unexpended Loan proceeds and all interest and investment earnings thereon and all proceeds thereof and (iii) any amounts realized by the Lender pursuant to Master Note No. 1 issued pursuant to the

Master Trust Indenture, dated as of [] 1, 2013 (the "Master Indenture"), between Regions Bank, as master trustee, and the Borrower, as obligated group agent, and any amendments or supplements thereto (collectively, the "Bond Security"). The Bond Security will be assigned by the Issuer to the Bondholder as security for all of the Issuer's obligations under this Revenue Bond. The Issuer has no taxing power and shall never be required to (i) levy ad valorem taxes on any property to pay the principal of and interest on this Revenue Bond or to make any other payments provided for under the Financing Agreement; (ii) pay the same from any funds of the Issuer; or (iii) require or enforce any payment or performance by the Borrower as provided by the Financing Agreement unless the Issuer's expenses in respect thereof shall be paid from moneys derived under the Financing Agreement or shall be advanced to the Issuer for such purpose, and the Issuer shall receive indemnity for such expenses to its satisfaction. This Revenue Bond and the Financing Agreement are sometimes referred to hereinafter collectively as the "Bond Documents." This Revenue Bond shall not constitute a lien upon any property of the Issuer or the City of St. Petersburg, Florida.

THIS REVENUE BOND IS A SPECIAL AND LIMITED OBLIGATION OF THE ISSUER AND IS PAYABLE BY THE ISSUER SOLELY FROM THE LOAN PAYMENTS AND OTHER REVENUES PLEDGED THEREFOR AS PROVIDED IN THE FINANCING AGREEMENT. THIS REVENUE BOND DOES NOT NOW AND SHALL NEVER CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE ISSUER, THE CITY OF ST. PETERSBURG, FLORIDA OR OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF ST. PETERSBURG, FLORIDA, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST HEREON AND THE OWNER OF THE REVENUE BOND SHALL NOT HAVE ANY RIGHT TO COMPEL THE LEVY OR PLEDGE OR ANY EXERCISE OF THE TAXING POWER OF THE ISSUER, THE CITY OF ST. PETERSBURG, FLORIDA OR THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, TO ENFORCE SUCH PAYMENT. THE ISSUANCE OF THIS REVENUE BOND BY THE ISSUER SHALL NOT DIRECTLY, INDIRECTLY, OR CONTINGENTLY OBLIGATE THE ISSUER OR THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE ISSUER HAS NO TAXING POWER.

No officers, officials, directors, agents, members, employees or attorneys of the Issuer or the City of St. Petersburg, Florida, approving or executing this Revenue Bond shall be liable personally on this Revenue Bond or be subject to any personal liability or accountability by reason of the issuance of this Revenue Bond.

Notwithstanding any provision contained herein to the contrary, in no event shall the interest contracted for, charged or received in connection with the Revenue Bond (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the laws of the State of Florida. In the event this Revenue Bond is prepaid in accordance with the

provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of the non-usurious interest allowed by the laws of the State of Florida.

All covenants, conditions and agreements contained in the Financing Agreement are hereby incorporated by reference in this instrument as though fully set forth herein. In the event of conflict between this Revenue Bond and the Financing Agreement, the terms and conditions of the Financing Agreement shall control. This Revenue Bond shall be deemed to be in default upon the occurrence of any Event of Default under the terms of the Master Indenture or an event of default under the terms of the Financing Agreement. Upon the occurrence of such an Event of Default the Bondholder of this Revenue Bond may, at its option, declare all unpaid indebtedness evidenced by this Revenue Bond and any modifications thereof immediately due and payable without notice regardless of the date of maturity and shall have all other rights and remedies as provided in the Master Indenture and the Financing Agreement. Failure at any time to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. In the event the Borrower shall fail to make any of the payments required hereunder, the amount so in default shall continue as an obligation of the Borrower until fully paid and until paid shall bear interest at the Default Rate. From and after the Maturity Date, all amounts remaining unpaid or thereafter accruing under this Revenue Bond shall bear interest at the Default Rate.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Revenue Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Revenue Bond does not violate any constitutional or statutory limitation.

This Revenue Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida.

The Issuer hereby waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Revenue Bond and any other notices that might otherwise be required as a condition to exercise of any rights of the Bondholder hereof.

IN WITNESS WHEREOF, the Issuer has issued this Revenue Bond and has caused the same to be executed by its Chairperson, either manually or with her facsimile signature, and the corporate seal of said Issuer or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon and attested by the manual or facsimile signature of the Secretary of the Issuer, all as of the [] day of [], 2013.

**CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY**

By: _____
Mary Wyatt Allen, Chairperson

(SEAL)

ATTEST:

By: _____
Mary Hilton Cross, Secretary

**SCHEDULE 1
REVENUE BOND PRINCIPAL PAYMENTS**

<u>Date</u>	<u>Principal Amounts</u>	<u>Date</u>	<u>Principal Amounts</u>
	\$		\$

EXHIBIT C

FORM OF REQUISITION

CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY
HEALTH CARE FACILITIES REVENUE BOND
(ONEBLOOD, INC. PROJECT),
SERIES 2013

REQUISITION NO. _____

Amount Requested \$ _____
Date Requisition to be made _____

OneBlood, Inc. (the "Borrower"), referred to herein and in the Financing Agreement (the "Financing Agreement"), dated as of [_____] 1, 2013, by and among the City of St. Petersburg Health Facilities Authority, the Borrower, and Banc of America Public Capital Corp (the "Lender"), does hereby make application to the Lender under the Financing Agreement for disbursement of funds in the following manner:

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Exhibit A attached hereto together with the name and address of the person, firm or corporation to whom payment is due.

2. The bills, invoices or statements of account for each obligation referenced in Exhibit A attached hereto are on file with the Borrower.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Financing Agreement. All representations and statements made herein are for the benefit of the Lender and the other parties related to the issuance of the Revenue Bond and may not be relied upon by third parties.

The undersigned certifies that:

1. No Event of Default under the Financing Agreement has occurred and is continuing and there exists no event or condition which, with the giving of notice or the passage of time would constitute an Event of Default under the Financing Agreement;
2. Each obligation mentioned in Exhibit A has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursement;
3. The amount advanced pursuant to this Requisition will be used only to pay Project costs or costs of issuance of the Revenue Bond; and

4. Any amount disbursed pursuant to this Requisition to pay costs of issuance of the Revenue Bond, when added to all other amounts previously disbursed to pay costs of issuance of the Revenue Bond, will not exceed two percent (2%) of the full amount of the Revenue Bond.

Dated as of _____, 20____.

ONEBLOOD, INC., as Obligated Group
Agent

By: _____
Title: _____

APPROVED:

BANC OF AMERICA PUBLIC CAPITAL
CORP

By: _____
Title: Senior Vice President

Exhibit A

Description of Obligations for which Disbursement is Requested

EXHIBIT D

FORM OF INVESTOR LETTER

[____], 2013

City of St. Petersburg Health Facilities
Authority
One Fourth Street North, 10th Floor
St. Petersburg, Florida 33701

OneBlood, Inc.
8669 Commodity Circle
Orlando, Florida 32819

Re: \$45,000,000 City of St. Petersburg Health Facilities Authority Health Care
Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced bond (the "Bond"), dated its date of issuance. The Bond was issued under and secured in the manner set forth pursuant to a Financing Agreement (the "Agreement"), among the City of St. Petersburg Health Facilities Authority (the "Authority"), OneBlood, Inc. (the "Borrower") and Banc of American Public Capital Corp (the "Purchaser," the "undersigned," "us" or "we," as applicable) dated as of [____] 1, 2013. We are purchasing the Bond pursuant to the Financing Agreement. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Bond has not been registered pursuant to the Securities Act of 1933, as amended (the "1933 Act"), the securities laws of any state nor has the Master Indenture dated as of [____] 1, 2013, [as amended by the First Supplemental Master Trust Indenture] (collectively, the "Indenture") between the Borrower and Regions Bank, as trustee been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Bond (i) is not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) will not be listed on any securities exchange, and (iii) will not carry a rating from any rating service.

2. We have not offered, offered to sell, offered for sale or sold any of the Bond by means of any form of general solicitation or general advertising, and we are not an underwriter of the Bond within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond.

4. We have authority to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the purchaser in connection with the purchase of the Bond.

5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

6. The undersigned is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act and is a commercial bank organized under the laws of the United States having a combined capital and surplus of not less than \$5,000,000,000 as of the date hereof, and is able to bear the economic risks of such investment.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bond. The undersigned has made its own inquiry and analysis with respect to the Borrower, the Bond and the security therefor, and other material factors affecting the security for and payment of the Bond.

8. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Borrower, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Bond and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bond.

9. The Bond is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bond, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

- (a) that is an affiliate of the Purchaser;
- (b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institution buyers; or
- (c) that the Purchaser reasonably believes to be a qualified institutional buyer and a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date of such sale, transfer or distribution who executes an investor letter substantially in the form of this letter.

Very truly yours,

BANC OF AMERICA PUBLIC CAPITAL
CORP

By: _____
Name: _____
Title: _____

Exhibit C

FORM OF INTERLOCAL AGREEMENT

(Attached)

INTERLOCAL AGREEMENT

Dated as of [April 1, 2013]

Between

CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY

and

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

**THERE ARE NO FLORIDA DOCUMENTARY STAMPS DUE ON THE REVENUE BOND
DESCRIBED HEREIN, PURSUANT TO SECTION 159.31, FLORIDA STATUTES (2012)**

**This Interlocal Agreement was prepared by:
Kareem J. Spratling, Attorney at Law
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is dated as of [April 1, 2013], and is entered into between CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY (the "Issuer"), a public body corporate and politic organized and existing under the provisions of laws of the State of Florida, and ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions and laws of the State of Florida (the "Public Agency");

WITNESSETH:

WHEREAS, the Issuer and the Public Agency each represent to the other that pursuant to applicable provisions of law, it is authorized to issue Revenue Bonds to finance or refinance the acquisition, construction, equipping, renovation and expansion of health care facilities for private, not for profit corporations in accordance with such applicable provisions of law; and

WHEREAS, the Issuer and the Public Agency each constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, OneBlood, Inc., a Florida not for profit corporation (the "Borrower"), has requested that the Issuer and the Public Agency enter into this Agreement to authorize the Issuer to issue its Health Care Facilities Revenue Bond (OneBlood, Inc. Project), Series 2013 in a principal amount not exceeding \$45,000,000 (such Revenue Bond, together with any obligation issued to refund the indebtedness evidenced by such Revenue Bond, are hereinafter referred to, collectively, as the "Revenue Bond") to refinance certain health care facilities owned and operated by the Borrower in Orlando, Florida (the "County Project") and finance and refinance other facilities in St. Petersburg, Lake Park, Miramar and Fort Lauderdale, Florida (the "Other Projects"). The proceeds in an amount not to exceed \$14,000,000 in principal amount of said Revenue Bond are to be applied to refinance the portion of such qualifying projects located in Orange County, Florida (the "County"), as described in Exhibit A hereto; and

WHEREAS, such financing through a single plan of finance consisting of the issuance of one Revenue Bond by the Issuer to finance the County Project and the Other Projects will result in significant cost savings to the Borrower when compared to the costs of the issuance and sale of separate Revenue Bonds by the Issuer and by the various counties and/or cities in which the various portions of the qualifying projects will be located to finance or refinance such qualifying projects, including the County Project; and

WHEREAS, the Issuer and the Public Agency have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on February 12, 2013, the Issuer approved the issuance of the Revenue Bond, the application of the proceeds thereof and the execution and delivery of this Agreement by the Issuer; and

WHEREAS, on February 21, 2013, the City Council of the City of St. Petersburg, Florida approved the issuance of the Revenue Bond by the Issuer and approved the execution and delivery of this Agreement by the Issuer; and

WHEREAS, on February 19, 2013, the Public Agency approved the execution and delivery of this Agreement and the issuance of the Revenue Bond by the Issuer and application of a portion of the proceeds of the Revenue Bond to refinance the County Project, and agreed to recommend to the Board of County Commissioners of the County (the "County Board") that it approve the Revenue Bond and such application of the proceeds thereof, as required by Section 147(f) of the Internal Revenue Code of 1986; and

WHEREAS, on March 26, 2013, the County Board approved the issuance of the Revenue Bond by the Issuer and the application of a portion of the proceeds thereof to finance or refinance the County Project; and

WHEREAS, the Interlocal Act authorizes the Issuer and the Public Agency to enter into this Agreement and confers upon the Issuer authorization to issue the Revenue Bond and to apply the proceeds thereof to refund certain debt in order to refinance the County Project through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Revenue Bond by the Issuer for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Borrower has agreed to indemnify the Issuer, City of St. Petersburg, Florida, and the Public Agency in connection with the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Revenue Bond. The Issuer and the Public Agency do hereby agree that the Issuer is hereby authorized to issue the Revenue Bond in a principal amount not exceeding \$45,000,000 and to loan the proceeds thereof to the Borrower to finance or refinance the qualifying projects described above, including the County Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Revenue Bond vested in the Public Agency pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the Public Agency which are necessary or convenient for the issuance of the Revenue Bond, the refinancing of the County Project and the refunding of the Orange County Industrial Development Authority Industrial Development Revenue Bonds (Independent Blood and Tissue Services of Florida, Inc. Project), Series 2002 to the same extent as if the Public Agency were issuing its own obligations for such

purposes without any further authorization from the Public Agency to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Issuer be vested, to the maximum extent permitted by law, with all powers which the Public Agency might exercise with respect to the issuance of the Revenue Bond and the lending of the proceeds thereof to the Borrower to finance or refinance the County Project in the County as though the Public Agency were issuing such Revenue Bond as its own special limited obligation.

SECTION 2. Qualifying Project.

A. The Issuer hereby represents, determines and agrees as follows:

1. The County Project constitutes a "project" as such term is used in Chapter 159, Part II, Florida Statutes.

2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the County Project, and to serve the purposes of Chapter 159, Part II, Florida Statutes and such other responsibilities as may be imposed under the financing agreement.

3. Adequate provision will be made in the financing agreements for the operation, repair, and maintenance of the County Project at the expense of the Borrower and for the payment of principal of and interest on the Revenue Bond.

4. The Borrower has represented to the Issuer that the Borrower expects to expend up to \$14,000,000 (including related financing costs) to refinance the County Project.

5. A public hearing was held on February 12, 2013, by the Issuer, during which comments concerning the issuance of the Revenue Bond by the Issuer to finance or refinance the County Project were requested and could be heard.

B. The Public Agency hereby represents, determines and agrees as follows:

1. The County Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

2. The Public Agency will be able to cope satisfactorily with the impact of the County Project and will be able to continue to provide the public facilities, including utilities and public services, that will be necessary for the continued operation, repair,

and maintenance of the County Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held on February 19, 2013, by the Public Agency during which comments concerning approval by the Public Agency and the County Board of the issuance of the Revenue Bond by the Issuer to refinance the County Project were requested and could be heard.

4. The County Board approved the issuance of the Revenue Bond by the Issuer and the use of the proceeds thereof to refinance the County Project at a meeting on March 26, 2013.

SECTION 3. No Pecuniary Liability of the Public Agency: Limited Obligation of the Issuer. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Public Agency hereunder, nor the Revenue Bond issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Issuer, City of St. Petersburg, Florida or the Public Agency. The Revenue Bond when issued, and the interest thereon, shall be a limited and special obligation of the Issuer payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Issuer, City of St. Petersburg, Florida or the Public Agency in his or her individual capacity and no member, officer, agent or employee of the Issuer, City of St. Petersburg, Florida or the Public Agency shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or the issuance of the Revenue Bond.

SECTION 5. Allocation of Responsibilities. The Issuer shall take all actions it deems necessary or appropriate in connection with the issuance of the Revenue Bond, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Revenue Bond and the establishment of any funds and accounts pursuant to a financing agreement related to the Revenue Bond.

Neither the Issuer, City of St. Petersburg, Florida or the Public Agency shall be liable for the costs of issuing the Revenue Bond or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Interlocal Agreement or any documentation or opinions required to be delivered in connection therewith by the Issuer, City of St. Petersburg, Florida or the Public Agency or counsel to any of them. All of such costs shall be paid from the proceeds of the Revenue Bond or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Issuer, City of St. Petersburg, Florida and the Public Agency, and their respective elected and appointed officials,

members, officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Revenue Bond.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Revenue Bond remains outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Pinellas County, Florida, and with the Clerk of the Circuit Court of the County, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the County Project, (ii) a recommendation to any prospective purchaser to purchase the Revenue Bond, (iii) an evaluation of the likelihood of the repayment of the debt service on the Revenue Bond, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the County Project, and the parties hereto shall not be construed by reason of their execution and delivery of this Agreement to make any such endorsement, finding or recommendation to have waived any right of the parties hereto or estopping the parties hereto from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Public Agency of the issuance of the Revenue Bond by the Issuer shall not be construed to obligate the Public Agency to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Revenue Bond or the refinancing of the acquisition and construction of the County Project.

SECTION 11. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida, without regard to conflict of law principles.

SECTION 12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.

CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY

(SEAL)

By: _____
Chairperson

ATTEST:

Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____day of _____, 2013, by Mary Wyatt Allen, Chairperson of the City of St. Petersburg Health Facilities Authority, who is personally known to me.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____day of _____, 2013, by Mary Hilton Cross, Secretary of the City of St. Petersburg Health Facilities Authority, who is personally known to me.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

[First Signature Page to Interlocal Agreement with the Public Agency]

ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____day of _____, 2013, by _____, Chairman of the Orange County Industrial Development Authority, who is personally known to me.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____day of _____, 2013, by _____, Secretary of the Orange County Industrial Development Authority, who is personally known to me.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

[Second Signature Page to Interlocal Agreement with the Public Agency]

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

OneBlood, Inc., a Florida not for profit corporation, hereby approves this Interlocal Agreement and acknowledges acceptance of its obligations arising hereunder, including, without limitation, its obligations under Section 6 hereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

ONEBLOOD, INC.

By: _____
Print Name: _____
Title: _____

[Third Signature Page to Interlocal Agreement with the Public Agency]

EXHIBIT A

PROJECT DESCRIPTIONS

County Project Description

The County Project consists of refinancing the project acquired, renovated and constructed with the proceeds of the Orange County Industrial Development Authority Industrial Development Revenue Bonds (Independent Blood and Tissue Services of Florida, Inc. Project), Series 2002 (the "Series 2002 Bonds"), which will be refinanced from a portion of the proceeds of the Revenue Bond in an amount not to exceed \$14,000,000. The original project financed with the proceeds of the Series 2002 Bonds consisted of the acquisition, renovation and construction of an existing approximately 106,000 square foot, four-story office building located at 8669 Commodity Circle, Orlando, Florida 32819 and an approximately 85,400 square foot warehouse facility located at 8663 Commodity Circle, Orlando, Orange County, Florida 32819, used as a headquarters facility, including offices, a laboratory, a blood collections facility, and a tissue harvesting facility. The related facilities and equipment financed with the proceeds of the Series 2002 Bonds shall also be refinanced.

Other Projects Description

The Other Project consists of the following:

1. Financing or refinancing, with proceeds of the Revenue Bond in an amount not to exceed \$15,300,000, the acquisition, renovation and equipping of an existing approximately 97,000 square foot, three-story office building and 320 parking places situated on 4.2 acre site to be used as a blood donor facility, parking, laboratory, blood product distribution center and for related operations of the Borrower located at 3000 West Cypress Creek Road, Fort Lauderdale, Broward County, Florida 33309;
2. Refinancing, with the proceeds of the Revenue Bond in an amount not to exceed \$10,500,000, the acquisition, renovation and equipping of (i) an existing approximately 32,000 square foot, one-story building to be used for a blood donor facility, parking, research facilities, mobile support operations, medical records and related operations of the Borrower located at 9900 Dr. M.L. King Jr. Street North, St. Petersburg, Pinellas County, Florida 33716, and (ii) an existing approximately 144,000 square foot building for use as a blood laboratory located on an approximately 3 acre site located at 10100 Dr. M.L. King Jr. Street North, St. Petersburg, Florida 33716;
3. Refinancing, with the proceeds of the Revenue Bond in an amount not to exceed \$4,200,000, the acquisition of 3.5 acres of land located at 3451 Northlake Boulevard in Lake Park, Palm Beach County, Florida 33403 and the construction and equipping thereon of an approximately 40,900 square foot, three-story administrative building and blood processing and

distribution center, and the acquisition of 3 acres of land adjacent to and located to the east of the hereinbefore described land to be used for future expansion; and

4. Refinancing, with the proceeds of the Revenue Bond in an amount not to exceed \$1,400,000, the acquisition of 3 acres of land located at 7901 Riviera Boulevard in Miramar, Broward County, Florida 33023 and the construction and equipping thereon of an approximately 20,000 square foot blood processing and distribution facility.

Related facilities and equipment may be financed or refinanced with the Other Projects.



If you wish to speak on a PUBLIC HEARING item or an APPEAL HEARING item listed on your agenda, please fill out this card and place in the box on the center table.

H1
①

CITY OF ST. PETERSBURG, PUBLIC HEARING

NAME: DAN MCKAY
ADDRESS: 437 SW BLVD N
REPRESENTING: Self
AGENDA ITEM NO.: H
FOR: ? AGAINST: FEB 21 2013

3 MINUTE TIME LIMIT

Attached documents for item Confirming the preliminary assessment for Lot Clearing Numbers 1511, 1512, and 1513.



TO: The Honorable Karl Nurse, Chair, and Members of City Council

DATE: February 21, 2013

SUBJECT: Confirming Preliminary Assessments for Lot Clearing Nos. 1511, 1512
and 1513

The attached lot clearing assessments were previously confirmed by Council at the December 20, 2012 City Council meeting following the required public hearing. However, they are being re-submitted for confirmation because the public hearing notification letters were not sent to the affected property owners.

Notification letters have been mailed to each property owner providing them with the necessary information related to the February 21, 2013 public hearing.

Administration recommends confirmation of the preliminary assessments for Lot Clearing Nos. 1511, 1512 and 1513.

ST. PETERSBURG CITY COUNCIL

MEETING OF: February 21, 2013

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number LCA 1511

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16, Article XIII, of the St. Petersburg City Code. The interest rate is **12%** per annum on the unpaid balance.

LCA:	<u>1511</u>
NUMBER OF STRUCTURES:	<u>224</u>
ASSESSABLE AMOUNT:	<u>\$44,789.13</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$44,789.13 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

1/28/13
10:38:49

CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

PAGE: 1
SASONA1P

PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
1511	*****	5285 DOVER ST NE	264.56
	A B F C 2006-HE1 TRUST	4650 8TH AVE S	184.38
	ADKINS, ANGELA BETH	1760 TIFTON TERR S	184.38
	AKEHURST, CHERYL A EST	100 88TH AVE NE	184.38
	AL-DAJANI, KHALED	1526 49TH ST S	224.47
	ALESSANDRINI, BERNARD	2825 6TH ST S	184.38
	ALLEN, MICHAEL J	2955 DR. ML KING JR ST S	184.38
	ALLEN, MICHAEL J SR	1860 46TH ST S	204.43
	AMES, ANTHONY	2643 BETHEL CT S	184.38
	ANDERSON, LARRY	1035 8TH AVE S	184.38
	ATLANTIC CAPITAL/MARCO BANK	1200 33RD ST S	184.38
	ATLANTIC CAPITAL/MARCO BANK	3811 10TH AVE S	184.38
	AURORA LOAN SERVICES LLC	3001 28TH AVE N	184.38
	B S G TYRONE LLC	3350 TYRONE BLVD N	204.43
	BATTLE, EVELYN	2415 19TH ST S	184.38
	BAYSIDE CAPITAL INVESTMENT GRO	991 MELROSE AVE S	224.47
	BAYSIDE CAPITAL INVESTMENT GRO	1125 MELROSE AVE S	244.52
	BENNETT, KEVIN L	130 40TH AVE NE	184.38
	BIONDO, ROBERT	1518 9TH AVE S	204.43
	BLOSSOM, S L	1014 12TH AVE S	224.47
	BRICKLEY, MICHAEL	4127 4TH AVE N	184.38
	BRITT, RONALD P	5325 2ND AVE S	184.38
	BROOKS, MACK JR	6027 28TH ST S	204.43
	BROWN, JUNE	3735 QUEENSBORO AVE S	204.43
	BROWN, MARC A	4570 25TH AVE S	264.56
	BULLARD, BURTON A	3651 HAINES RD N	184.38

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

PAGE: 2
SASONA1P

PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	BUMBLEBEE HOLDINGS LLC	2425 OAKDALE ST S	204.43
	BURGESS, DESMOND H	4643 19TH AVE S	204.43
	BURNEY, JIMMY	970 10TH AVE S	264.56
	BUSS, SHIRLEY C EST	8513 ORIENT WAY NE	204.43
	CALVO, JORGE L	3482 QUEENSBORO AVE S	244.52
	CAPRON, CLIFFORD G TRUST	2010 ALMERIA WAY S	184.38
	CARCARY, SHAUN	2627 18TH AVE S	204.43
	CAVCIC, SALKO	3715 15TH ST N	184.38
	CHAMPLAIN, LISA R TRUST	2234 GROVE ST S	184.38
	CHEATHAM, KAREN CORBETT	1914 31ST ST S	184.38
	CITIFINANCIAL SERVICES INC	4037 10TH AVE S	184.38
	CLARK, REGINA B	3664 SEAROBIN DR SE	184.38
	CLELAND, REBECCA C	2053 BARCELONA DR S	184.38
	COFFEE, KELLY R	2338 15TH AVE S	204.43
	COLLASHAW, RICHARD	6426 31ST ST S	244.52
	CONIGLIO, RUTH L	824 19TH ST S	204.43
	CONNON, KEVIN J	4660 6TH AVE S	184.38
	CONOLLY-IVERSON, LAVERNE	2311 GROVE ST S	224.47
	CORBIN, LENA	2244 21ST ST S	184.38
	COREY, ROBERT	2401 25TH AVE S	184.38
	CORPES, LUIS	2000 BURLINGTON AVE N	184.38
	CORSI, RICHARD	975 12TH AVE S	184.38
	COY, JULIE A F	2424 33RD ST S	505.10
	DALLAND PROPERTIES LP	2360 18TH AVE S	204.43
	DANLEY, LEVOTA F	1810 19TH AVE S	204.43
	DAUGHTRY, JAMES M	4531 CATALONIA WAY S	204.43

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

PAGE: 3
SASONA1P

PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	DE LOACH, MILDRED J	2238 LAMPARILLA WAY S	184.38
	DEMPERIO, THOMAS W	5521 4TH AVE N	184.38
	DES PROPERTIES LLC	2010 30TH ST S	184.38
	DESMOND, ELLEN MARY	520 83RD AVE N	204.43
	DEXTER, SYMONE	2511 DR. ML KING JR ST S	224.47
	DIAZ, SCHERRIS	925 23RD AVE S	224.47
	DREYER, BENJAMIN	1110 TYRONE CT N	184.38
	DUVAL, JESSICA	1026 JAMES AVE S	264.56
	EVANS, DORIS	3042 20TH AVE S	184.38
	FARACI, ANGELA	3727 17TH AVE S	184.38
	FAULKNER, BRENDA S	4803 32ND AVE N	184.38
	FAWCETT, DONALD	4211 8TH AVE N	184.38
	FEDERAL HOME LOAN MTG CORP	1810 NEBRASKA AVE NE	184.38
	FREEDOM MTG CORP	3713 2ND AVE N	184.38
	FREEMAN, LESLIE K	4052 4TH AVE N	204.43
	G T E FED CREDIT UNION	2101 30TH AVE N	194.40
	GALLIGAN, CONSTANCE I	5645 PERSHING ST NE	184.38
	GANDY BOULEVARD INVESTORS LLC	*NONE	184.38
	GILL, LISA L	1124 38TH AVE N	184.38
	GINGER TRUST	3947 GROVE ST S	214.45
	GRACE, ERMA EST	4561 EMERSON AVE S	224.47
	GRAVELEY, WILLIAM M	775 19TH AVE S	364.79
	GREENWADE, ROBERT F	4353 16TH AVE S	184.38
	GROVER, SEAN S	5510 DARTMOUTH AVE N	224.47
	GULLEY, TAMMY MIRA	1045 MELROSE AVE S	184.38
	GUNN, MARK	1310 30TH ST S	184.38

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

PAGE: 4
SASONA1P

PERMIT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	H S B C BANK USA TRE	6700 31ST AVE N	184.38
	HALL, CHRISTOPHER D	2300 EAST HARBOR DR S	184.38
	HARP VENTURE I LLC	3723 6TH ST S	224.47
	HARRIS, LAURA M EST	2133 37TH ST S	184.38
	HARRIS, MICKENZI A	670 29TH AVE S	224.47
	HAYES, GERARD M	5531 DARTMOUTH AVE N	184.38
	HAYES, ZONOVIA C	1300 MELROSE AVE S	184.38
	HIGGINS, KEVINS C EST	6580 POINSETTIA AVE S	184.38
	HIROCK, SHARI	3835 10TH AVE S	184.38
	HODGE, RICHARD	771 74TH AVE N	184.38
	HOLLIDAY, RAINA P	711 37TH AVE NE	184.38
	HOLTAN, DANIEL A	4683 18TH AVE S	184.38
	HOUSEMART HOLDINGS LLC	3077 21ST AVE S	194.40
	HRISTOPOULOS, ANDREAS	3450 1ST AVE S	204.43
	HRISTOPOULOS, ANDREAS	3463 2ND AVE S	184.38
	HUNGERFORD, PAUL	2525 21ST ST S	184.38
	HUTSKO, DARYL P	539 82ND AVE N	184.38
	INTERNATIONAL URBAN DEVELOPERS	1647 18TH AVE S	204.43
	IRMIS, SAMUEL MILES	4824 4TH AVE S	274.58
	J K SLATER REALTY HOLDINGS LLC	1100 34TH ST S	424.92
	JARA, ZACKARY ANTHONY	2314 TRELAIN DR S	264.56
	JENKINS, ACIE	2346 GROVE ST S	184.38
	JOHNSON, AURELLA E	3036 FAIRFIELD AVE S	184.38
	JOHNSON, ELIGAH JR	950 22ND AVE S	264.56
	JOHNSON, ROBERTA D	951 9TH AVE S	254.54
	KANJI, ZAHIR	1947 BAY ST SE	184.38

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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SASONA1P

PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	KEIDEL, JOHN	3981 ELKCAM BLVD SE	224.47
	KELLEY, LAURA	6500 19TH WAY N	184.38
	K2 HOLDINGS LLC	2567 16TH AVE S	224.47
	LARA LLC	1032 MELROSE AVE S	204.43
	LAUX, ALLAN C	1118 35TH AVE N	184.38
	LEE, STEVEN F	2711 6TH ST S	214.45
	LEHMAN BROTHERS BANK	1311 11TH AVE S	194.40
	LONTOC, DOMINIC	4043 15TH AVE S	184.38
	LONTOC, DOMINIC	4657 13TH AVE S	224.47
	LOPEZ, NANCY	3000 21ST AVE S	264.56
	LOREVIL LAND TRUST AGM NO 12	1142 MELROSE AVE S	224.47
	LOREVIL LAND TRUST AGM NO 14	2062 15TH AVE S	204.43
	LOVE, JAMES R EST	7232 ONYX DR N	224.47
	LOVE, KEVIN	2736 DARTMOUTH AVE N	184.38
	LYONS, PAUL	2955 1ST AVE S	204.43
	M A C W C P II LLC	2030 13TH AVE S	224.47
	MARION, CARL	3010 20TH AVE S	184.38
	MARTINEZ, NOELIX	1235 11TH AVE S	184.38
	MC CLELLAN, JOHN A	2447 4TH AVE S	184.38
	MERKER, PATRICIA D	4551 20TH AVE S	184.38
	MILEY, PRIME JR EST	3642 EMERSON AVE S	234.49
	MILONE, ANNJEANETTE C	4234 4TH ST S	184.38
	MILONE, ANNJEANETTE C	4244 4TH ST S	184.38
	MORGAN, CHERYL	4033 15TH AVE S	184.38
	MORITZ, DAVID G	3510 1ST AVE S	204.43
	MOSER, MARK E	445 59TH ST S	294.63

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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SASONA1P

PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	MOWERY, DOREEN	5426 6TH AVE N	184.38
	MUNSON, KATHY F	2700 25TH AVE N	184.38
	M2 INTERNATIONAL INC	4443 16TH AVE S	204.43
	NAAR, ANSELMO	2636 BETHEL CT S	184.38
	NAPIER, ALAN S	3451 16TH AVE S	184.38
	NEUGEBAUER, CECELIA	7818 COUNTRY CLUB RD N	184.38
	NEW VILLA HOMES INC	850 15TH AVE S	184.38
	NIEMAN, LARRY P JR	253 33RD AVE N	184.38
	NOVEX LLC	4646 8TH AVE S	184.38
	NUNNALLY, JACKIE	856 PARIS AVE S	184.38
	OLEA, EUGENIA GARCIA	1140 15TH AVE S	184.38
	OMNI NATL BANK	1512 9TH AVE N	184.38
	OMNI VENTURES INC	3800 9TH AVE S	184.38
	PARISH, LLOYD	805 PARIS AVE S	184.38
	PARKER, BAYVRA	655 27TH AVE S	184.38
	PASQUALICHIO, WILLIAM J	2321 GROVE ST S	204.43
	PENA, DAISY EST	4301 16TH AVE N	184.38
	PETERSON, ANICE EST	2710 22ND ST S	184.38
	PLEMMONS, MICHAEL J BNF	5621 3RD AVE N	184.38
	PROPERTY TRUST # 2020 S	2020 30TH ST S	184.38
	RAINBOW RAISING INC	4720 6TH AVE S	184.38
	RAZZOO LLC	2435 1ST AVE S	204.43
	RHODES, TERESA	1701 PRESTON ST S	224.47
	RIDGEWAY, PETER E	1154 8TH ST N	184.38
	RIVERA, MELVIN O	5838 8TH ST S	184.38
	RODRIGUEZ, THOMAS	1935 27TH AVE N	184.38

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	ROSE HALL INVESTMENT GROUP LP	1121 26TH AVE S	184.38
	ROSE HALL INVESTMENT GROUP LP	1313 26TH AVE S	184.38
	SANTINI, MARCUS A	5210 4TH AVE N	184.38
	SCHULTZ, STEPHEN	1400 ALHAMBRA WAY S	184.38
	SEARS, VIKKI	747 39TH AVE NE	194.40
	SEIKUS, ROMAN F	490 DAWSON AVE NE	204.43
	SHABYCH, JENNIE	2863 26TH AVE N	184.38
	SHERIDAN, JOSH	5021 37TH AVE N	184.38
	SHOUN, RICHARD D	1811 34TH AVE N	184.38
	SIMON, ELLIOTT	535 15TH ST N	184.38
	SNYDER, GLENN C	3456 14TH AVE S	184.38
	SOLOMON, EVERTON	827 NEWTON AVE S	184.38
	STALLION HOMES LLC	1067 8TH AVE S	184.38
	STILLINGS, LAURIE	4563 25TH AVE S	184.38
	SUNSHINE LENDERS LLC	1820 12TH AVE S	204.43
	SWIFT, SCOTT J	760 NEWTON AVE S	184.38
	T I F-C F L III LLC	727 19TH AVE S	224.47
	T I F-C F L III LLC	1145 11TH AVE S	204.43
	T I F-C F L III LLC	1310 10TH AVE S	184.38
	TARPON IV LLC	1300 10TH AVE S	184.38
	TARPON IV LLC	1315 JAMES AVE S	184.38
	TARPON IV LLC	1315 12TH ST S	184.38
	TARPON IV LLC	3855 1ST AVE S	184.38
	TARPON IV LLC	4243 12TH AVE S	184.38
	TC DEVELOPING COMMUNITIES INC	1111 MELROSE AVE S	184.38
	TC DEVELOPING COMMUNITIES INC	1111 MELROSE AVE S	214.45

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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SASONA1P

PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	TENSLEY, EARLEAN EST	1405 24TH AVE S	204.43
	TEREBECKIJ, ADAM	1123 13TH AVE S	184.38
	THIRD & FIRST INC	115 3RD AVE N	204.43
	THOMAS, ALEXSANDRIA	977 27TH AVE S	204.43
	TITAN DEVELOPMENT GROUP LLC	1200 12TH AVE S	194.40
	TITAN DEVELOPMENT GROUP LLC	1753 TIFTON TERR S	184.38
	TOWLE, TRACY	4339 16TH AVE S	184.38
	TRUST # 1066	1066 8TH AVE S	184.38
	TRUST NO 2304 HIGHLAND ST S	2304 HIGHLAND ST S	184.38
	TRUST 959	959 MELROSE AVE S	214.45
	U S BANK	2238 33RD ST S	184.38
	U S BANK NATL ASSN TRE	1200 ALHAMBRA WAY S	184.38
	USA FED NATL MTG ASSN	3220 10TH ST N	184.38
	VAN ALLEN, BRICE M	1311 WINCHESTER RD N	184.38
	VANGELOFF, LAWRENCE A	1327 86TH TERR N	254.54
	VAZQUEZ, HEATHER GUILD	918 43RD ST S	184.38
	VENTURE AT MIDTOWN I LLC	847 PARIS AVE S	184.38
	VERONA V LLC	1812 12TH AVE S	184.38
	VERONA V LLC	2142 OAKLEY AVE S	224.47
	VERONA V LLC	2616 4TH ST S	184.38
	VILLA, MANUEL	500 84TH AVE N	184.38
	VIVAS, ANA	1271 13TH AVE S	184.38
	VOIGT, MARK	349 LANG CT N	184.38
	W T DEVELOPMENT LLC	245 43RD TERR SE	184.38
	WARN, LARA J	7121 35TH AVE N	184.38
	WATTERS, JAMES II	3733 3RD AVE N	184.38

1/28/13
10:38:49

CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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SASONALP

PROPERTY	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	WILLIAMS, HOMER D EST	1212 MELROSE AVE S	184.38
	WITCHARD, ALBERT C SR EST	220 49TH ST N	184.38
	WS ST PETE REALTY LLC	1725 1ST AVE S	184.38
	YOUNG, WENDELL E	620 29TH AVE S	184.38
	ZINCK, RONALD L TRE	2917 16TH AVE S	184.38
	ZYANYA INVEST INC	1101 54TH AVE S	184.38
	1901 19TH ST S FL LAND TRUST #	1901 19TH ST S	224.47
	2420HSS TRUST	2420 HIGHLAND ST S	184.38
	39TH ST S LAND TRUST # 1700	1700 39TH ST S	184.38
	3928 9TH AVE LLC	3928 9TH AVE S	184.38
	4040 5TH AVE TRUST	4040 5TH AVE N	184.38
	642 PRESTON AVE S LAND TRUST	642 PARIS AVE S	204.43
	660 26TH AVE SOUTH LAND TRUST	660 26TH AVE S	184.38
	776 19TH LAND TRUST	776 19TH AVE S	184.38
	818 40TH ST S TRUST	818 40TH ST S	184.38
	9TH LANCASTER TRUST	935 9TH AVE S	184.38

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10:38:49

CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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SASONA1P

PROJECT RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
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*** END OF REPORT ***	PROJECT TOTAL	44,789.13
	GRAND TOTAL	44,789.13

LOT CLEARING NUMBER 1511
COST / FUNDING / ASSESSMENT INFORMATION

<u>CATEGORY ASSESSED</u>	<u>AMOUNT TO BE ASSESSED</u>
LOT CLEARING COST	\$ 30,229.13
ADMINISTRATIVE FEE	<u>\$ 14,560.00</u>
TOTAL:	\$ 44,789.13

ST. PETERSBURG CITY COUNCIL

MEETING OF: February 21, 2013

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number LCA 1512

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16, Article XIII, of the St. Petersburg City Code. The interest rate is **12%** per annum on the unpaid balance.

LCA:	<u>1512</u>
NUMBER OF STRUCTURES:	<u>231</u>
ASSESSABLE AMOUNT:	<u>\$46,140.42</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$46,140.42** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

1/29/13
14:36:55

CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

PAGE: 1
SASONA1P

PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
1512	ABBOTT KINNEY MGMT LLC	2511 EMERSON AVE S	184.38
	ABOOD, JOSEPH	4258 5TH AVE N	184.38
	ADAM KOREN LLC	3311 TARLTON ST N	184.38
	AIDS HEALTHCARE FOUNDATION INC	2601 34TH ST S	384.83
	AKINTONDE, JAMES	3918 DR. ML KING JR ST S	184.38
	ALLBRITTON, WILLIAM E	3396 70TH WAY N	184.38
	ALVING, RALPH E	3130 COQUINA KEY DR SE	284.61
	AMERICAN HOME MTG	1565 13TH ST S	184.38
	ANDERSON, PAM R	4339 8TH AVE S	214.45
	ANDERSON, SUZANNE R	2916 60TH AVE S	204.43
	ATWATER, LEON	2664 FAIRWAY AVE S	184.38
	AULT, ADELINE M	636 HICKMAN CT S	184.38
	BANK OF AMERICA	650 9TH AVE N	184.38
	BENSON, ROGER C	1826 42ND ST S	184.38
	BENSON, ROGER C	4130 18TH AVE S	204.43
	BERRY, KIMBERLY	4800 12TH AVE S	184.38
	BLACK, ANDREA E	2625 7TH AVE N	184.38
	BLACK, SHAUN	2317 44TH ST S	224.47
	BLUE MARLIN ADVENTURES LLC	634 NEWTON AVE S	184.38
	BLUE MARLIN ADVENTURES LLC	2310 7TH ST S	184.38
	BOUIE, PAULA LYNNETTE	2930 VALENCIA WAY S	184.38
	BRADFORD, CRYSTAL	2530 2ND AVE S	204.43
	BRADY, BARBARA J INC	626 61ST AVE S	184.38
	BRANDE, KIOMY	776 53RD AVE S	184.38
	BRIGHT FUTURE PROPERTIES	2100 44TH ST S	184.38
	BROWN, ROBERT	8469 WAVERLY RD N	264.56

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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PF	ECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
		BULLOCK, ADRANA	727 19TH ST S	244.52
		BURGESS, MICHEAL K	3770 72ND ST N	184.38
		BUTLER, KAIRIS	4168 14TH AVE S	204.43
		BYRD, MATTHIAS	3527 20TH AVE S	184.38
		C & A/GFSP JOINT VENTURE	6719 KINGSWOOD DR N	184.38
		CHAMBERS, CHRISTOPHER	1155 15TH AVE S	184.38
		CHRISWELL, MARGARET	1919 42ND ST S	224.47
		CHUNG, MARTHA M	1010 7TH ST N	184.38
		CIANFONI, MATTHEW P	1118 22ND AVE N	184.38
		CLIFTON, ANTHONY H	2143 5TH AVE N	184.38
		COAST TO COAST DEVELOPMENT SER	333 13TH ST N	184.38
		COLE, GEORGE	1665 37TH ST S	204.43
		CURRY, ABRAHAM	1228 12TH AVE S	184.38
		CURRY, ABRAHAM SR	2426 MADRID WAY S	244.52
		CURRY, DALLAS JR	4010 6TH ST S	264.56
		DAEL, DERRIN	360 LEWIS BLVD SE	184.38
		DALPE, RUTH E EST	3930 70TH ST N	184.38
		DANIELS, LEE B	635 5TH AVE N	184.38
		DAYAL, NEIL S	4301 CARSON ST NE	184.38
		DISTINCT HOME RENTALS LLC	460 55TH ST N	184.38
		DORCAS, DEKIN	2150 CORONADA WAY S	214.45
		DOSWELL, JOSEPH D	455 36TH AVE N	224.47
		DRAIN, EDDIE	2911 26TH AVE S	204.43
		DWYER, THOMAS	1525 41ST ST S	184.38
		EVANS, RICHARD C	2125 8TH ST N	184.38
		FISHER, GREGORY H TRE	234 31ST ST N	344.74

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PF	ECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
		FLORIDA BANK	4901 1ST AVE N	204.43
		FORD, LAURITA J	3468 17TH AVE S	184.38
		FOX FUND	836 14TH AVE S	194.40
		FUEL INVESTMENT & DEVELOPMENT	126 5TH AVE N	225.00
		G M A C-R F C MASTER	1934 45TH ST S	184.38
		GARCIA, MANUAL	1231 15TH AVE S	184.38
		GILCHRIST, THURZA	967 22ND AVE S	224.47
		GLIONNA, SAM	647 5TH AVE N	184.38
		GOLDEN ENCHANTMENT INC	4135 FAIRFIELD AVE S	194.40
		GORDON, HAYWARD	1636 13TH ST S	194.40
		GORE, WILLIE G JR	4341 ELKCAM BLVD SE	224.47
		GREEN VALLEY INVESTMENTS INC	8210 DIAGONAL RD N	184.38
		GUILFORD, SAMUEL E	3143 FREEMONT TERR S	224.47
		HAMILTON, KATHY	1700 27TH AVE N	184.38
		HANJE, MARC W EST	7095 17TH WAY N	184.38
		HECKE, BILLY J	1000 52ND AVE N	214.45
		HILL, CLARENCE H	4418 MENHADEN DR SE	184.38
		HONESTRUSTILY LLC	2220 7TH ST S	344.74
		HORN VI LLC	200 38TH AVE SE	184.38
		HORN VI LLC	6910 2ND ST N	184.38
		HOUSE, ROY W EST	2151 75TH ST N	184.38
		HUYNH, LINDA	1121 12TH ST S	184.38
		HUYNH, LINDA	1211 12TH AVE S	194.40
		HUYNH, LINDA	1221 12TH AVE S	234.49
		HUYNH, TOMMY	1832 35TH ST S	184.38
		ISRA DEVELOPMENT LLC	840 BAY ST NE	184.38

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PROPERTY	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	J P MORGAN CHASE BANK	1105 34TH AVE N	184.38
	JARVIS, RITA N	3459 17TH AVE S	204.43
	JIBSON, SUE C	6770 15TH AVE N	184.38
	JOHNSON, NORRIS STEVEN	3805 14TH AVE S	204.43
	JOY ZION INTERDENOMINATIONAL	1201 18TH AVE S	224.47
	JOY ZION INTERDENOMINATIONAL	1691 12TH ST S	184.38
	KELLY, LINDA K	4026 ARKANSAS AVE NE	184.38
	KOBROSKY, AL	920 20TH AVE S	224.47
	KOEHLER, KRISTIN	123 LINCOLN CIR N	204.43
	K2 HOLDINGS LLC	4221 13TH AVE S	184.38
	LARA LLC	527 16TH AVE S	184.38
	LAWRIE, JAMES B	3901 9TH AVE N	184.38
	LAWTON, LOLETIA E	3145 19TH AVE S	184.38
	LEE, EMMA J	4601 NEPTUNE DR SE	184.38
	LEFEBVRE, EILEEN M	601 64TH AVE S	184.38
	LEITENBERGER, JOHN A	865 21ST AVE N	184.38
	LENAS, MICHAEL J	434 13TH AVE N	184.38
	LENDERS DIRECT CAPITAL CORP	4613 YARMOUTH AVE S	184.38
	LEREBOURS, CARLOS	3900 7TH AVE N	224.47
	LITTRELL, BETTY S	2054 CENTRAL AVE	184.38
	LONTOC, DOMINIC	1255 10TH AVE S	184.38
	LOPEZ, GILBERT ALGARIN	1816 10TH ST S	184.38
	LOVETT, TRIKA S	2331 16TH AVE S	184.38
	LUCK, JAMES R TRUST	2722 18TH AVE S	264.56
	LUND, ALLISON	6325 35TH AVE N	184.38
	M D L R ACQUISITIONS LLC	850 17TH AVE S	344.74

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	M D M INVESTMENTS LLC	2120 43RD TERR N	184.38
	MAXWELL, ROBERT	2721 4TH AVE S	204.43
	MC CULLOUGH, TROY L	2450 MELROSE AVE S	184.38
	MC KEON, SEAN	2440 MELROSE AVE S	184.38
	MEFFLEY, MICHAEL SHANE	2859 60TH AVE S	184.38
	MENORAH CENTER FOUNDATION INC	325 WISCONSIN CT S	184.38
	MERCURY 1 LLC	936 23RD AVE S	184.38
	MERCURY 1 LLC	1135 15TH AVE S	184.38
	MERCURY 1 LLC	1460 13TH ST S	184.38
	MIRANDA, LILIANA	3200 6TH AVE S	244.52
	MITCHELL, ANGELO	7428 38TH AVE N	204.43
	MOBLEY, ROBIN N	759 37TH AVE S	184.38
	MORENA LLC	4830 10TH AVE S	184.38
	MORETTI, MARK L	4689 22ND AVE S	304.65
	MULVANEY, JOHN M	6777 38TH AVE N	224.47
	MUSTO, CHRISTOPHER	1600 28TH ST N	224.47
	MYERS, RICHARD	3730 59TH WAY N	184.38
	MYERS, VERONICA NICOLE	2831 VALENCIA WAY S	234.49
	NAGATANI, SAMUEL S	4637 YARMOUTH AVE S	204.43
	NEELEY, DOROTHY A	3811 14TH AVE S	234.49
	NGUYEN, TUAN D	1847 19TH ST S	194.40
	NOBLE, ADAM M	801 PLACIDO WAY NE	184.38
	O'CONNOR, SHAUN	3524 20TH AVE S	224.47
	OMNI NATL BANK	1916 10TH ST S	184.38
	OMNI NATL BANK	4611 19TH AVE S	184.38
	OMNI NATL BANK	4811 13TH AVE S	194.40

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PROPERTY	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	OVELAR, RENATA L	1176 25TH AVE N	184.38
	PAPADOGEOGIS, PANAGIOTIS T	2500 11TH AVE S	214.45
	PAREDES, ORESTES JULIO	511 14TH AVE S	204.43
	PATBERG, WILLIAM M	5062 22ND AVE N	244.52
	PATTERSON, SHIRLEY	3840 WHITING DR SE	204.43
	PERKINS, CHANDRA R	3910 PORPOISE DR SE	204.43
	PERRIN, WARD E	3325 55TH ST N	184.38
	PHAMEUANG, LAMPHONE	3015 17TH ST N	184.38
	PODZIC, RASIM	3126 35TH AVE N	184.38
	POLING, BRIAN C	5135 39TH AVE N	184.38
	POPP, LOUIS	1021 32ND AVE N	184.38
	PRONK, REINERDINA VINKESTIJN T	1001 8TH ST N	184.38
	QUEZON, JAIME R	2411 1ST AVE N	184.38
	R M T VENTURES INC	4651 12TH AVE S	204.43
	RAFAEL L ROCHA MD PA	640 TYRONE BLVD N	184.38
	RANEY, MICHAEL J	642 14TH AVE S	264.56
	RATH, MICHAEL B	790 HILLSIDE DR S	184.38
	REBUILDING TOGETHER TAMPA BAY	2834 3RD AVE S	184.38
	REGALADO, JENNY	1303 20TH AVE N	184.38
	RICH, NATHANIEL JR	1919 QUINCY ST S	184.38
	RIST, JOHN	3047 38TH AVE N	244.52
	ROBERTSON, JAMES A JR	3975 PORPOISE DR SE	194.40
	ROBINSON, RODNEY M	2318 7TH ST S	184.38
	RONEY, PAUL H JR EST	556 BEACH DR NE	184.38
	S F R 2012-1 FLORIDA LLC	2735 17TH AVE N	184.38
	SAINT PETE LOTS LLC	808 4TH AVE N	184.38

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PROPERTY	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	SAINT PETE LOTS LLC	2136 9TH AVE S	184.38
	SAPIENZA, KIMBERLY A	581 45TH AVE NE	184.38
	SAVAGE, DENNIS	2536 COLUMBUS WAY S	184.38
	SCHNITZHOFFER, DON JR	1010 15TH AVE S	184.38
	SEGARS, RONALD	5000 EMERSON AVE S	184.38
	SELBY, JOHN D	1790 MISSISSIPPI AVE NE	184.38
	SHAREFF, JAMAL I	3501 2ND AVE N	224.47
	SHARMA, SEWNARINE	1036 NEWTON AVE S	184.38
	SHINN, PATRICK ANDREW	1509 NORFOLK ST N	184.38
	SIEGERT, ELEANOR M	5230 DARTMOUTH AVE N	244.52
	SMITH, J HERSCHEL	6163 2ND AVE S	184.38
	SMITH, MARTIN	4313 22ND ST N	184.38
	SMITH, RAYMOND	761 16TH AVE S	194.40
	SOLER, PEDRO MIGUEL	713 PARK ST N	184.38
	SPIELBERGER, MICHAEL	4421 18TH ST N	184.38
	SPINELLI, JOHN T	7619 33RD AVE N	204.43
	STALLION HOMES LLC	666 15TH AVE S	184.38
	STOVALL, WILLIAM J EST	4669 16TH AVE S	204.43
	SUNCOAST PROPERTY PARTNERS LLC	1449 5TH ST S	204.43
	SUNCOAST PROPERTY PARTNERS LLC	2401 10TH AVE S	184.38
	SUNSHINE LENDERS LLC	1934 44TH ST S	184.38
	SUNSHINE R E O IX LLC	747 35TH AVE S	184.38
	SUTTON, THELMA	520 16TH AVE S	184.38
	SYLA, MIMOZA	2806 6TH AVE S	184.38
	TAMAYO, MARTIN	4145 2ND AVE S	224.47
	TARPON IV LLC	801 8TH ST N	184.38

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PROPERTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
TARPON IV LLC	1500 13TH ST S	184.38
TARPON IV LLC	2363 5TH AVE S	224.47
TARPON IV LLC	2542 EMERSON AVE S	184.38
TARPON IV LLC	2926 5TH AVE S	184.38
TARSITANO, ROBERT A	720 DR. ML KING JR ST S	234.49
TAX CERTIFICATE REDEMPTIONS IN	3519 20TH AVE S	184.38
TAYLOR, BETTY J EST	821 22ND AVE N	184.38
TESANOVIC, NENAD	1227 20TH AVE N	184.38
THACKRAH, MELISSA M	1011 16TH AVE S	234.49
THOMPSON, GRACE	2563 12TH AVE S	204.43
TILLMAN, NIDRIKO	510 41ST AVE S	184.38
TITAN DEVELOPMENT GROUP LLC	3443 14TH AVE S	184.38
TITAN DEVELOPMENT GROUP LLC	4659 QUEENSBORO AVE S	224.47
TOMLINSON, WILLIAM V	2600 1ST AVE S	204.43
TORRES, ROBERT	208 42ND AVE NE	224.47
TRAPP, JAMES	649 28TH AVE S	204.43
TROUTNER, MICHAEL J	3677 61ST WAY N	204.43
TRUST NO 256133712	2561 18TH AVE S	194.40
TRUST NO 645	645 26TH AVE S	184.38
USA FED NATL MTG ASSN	3445 34TH AVE N	184.38
V & V CORPORATE INVESTMENTS IN	4682 22ND AVE S	184.38
VALENCIA, AGUSTIN M	3527 4TH AVE S	184.38
VANKREVELEN, STEPHEN	720 30TH AVE S	184.38
VERONA V LLC	910 20TH AVE S	224.47
VERONA V LLC	3474 17TH AVE S	184.38
VIRAVONG, DEBORAH K	6644 11TH AVE N	184.38

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PR	CT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
		VLK, CAROLYN ANN	2155 67TH AVE S	184.38
		VOGT, JASON	*NONE	224.47
		WARNER, JEFFREY W EST	415 24TH ST S	184.38
		WATSON, GARY	527 26TH ST S	264.56
		WE BUY & LEASE HOUSES LLC	929 16TH AVE S	204.43
		WEST FLORIDA WHOLESALE PROPERT	2300 QUINCY ST S	184.38
		WHITE, PEARLY M EST	2863 1ST AVE S	184.38
		WILLIAMS, BRUCE	2740 18TH ST S	224.47
		WILLIAMS, JEFFERY M JR	4034 11TH AVE S	184.38
		WILLIAMS, YVETTE F	1300 29TH ST S	184.38
		WILSON, ERMA	2835 FAIRFIELD AVE S	184.38
		WISE, KASEY R	2320 4TH AVE S	184.38
		WISE, KENNETH A	3555 COQUINA KEY DR SE	184.38
		YOUNG, CARMEN M	1035 15TH AVE S	184.38
		1778 YALE STREET SOUTH LAND TR	1778 YALE ST S	204.43
		2304 11TH ST S LAND TRUST	2304 11TH ST S	204.43
		2430 21ST ST S FL LAND TRUST #	2430 21ST ST S	184.38
		3120 15TH ST N LLC	3120 15TH ST N	224.47
		3535 4TH AVE S LAND TRUST	3535 4TH AVE S	184.38
		360 ASSET LLC	3100 39TH AVE N	184.38
		620 15TH AVE SOUTH LAND TRUST	620 15TH AVE S	184.38
		7TH CAVALRY CORP	1915 10TH ST S	184.38
		769 NEWTON AVE LLC	769 NEWTON AVE S	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
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		PROJECT TOTAL	46,140.42
	*** END OF REPORT ***	GRAND TOTAL	46,140.42

LOT CLEARING NUMBER 1512
COST / FUNDING / ASSESSMENT INFORMATION

<u>CATEGORY ASSESSED</u>	<u>AMOUNT TO BE ASSESSED</u>
LOT CLEARING COST	\$ 31,190.42
ADMINISTRATIVE FEE	<u>\$ 14,950.00</u>
TOTAL:	\$ 46,140.42

ST. PETERSBURG CITY COUNCIL

MEETING OF: February 21, 2013

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number LCA 1513

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16, Article XIII, of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

LCA:	<u>1513</u>
NUMBER OF STRUCTURES:	<u>211</u>
ASSESSABLE AMOUNT:	<u>\$41,209.44</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$41,209.44 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
1513	*****	5019 4TH AVE S	184.38
	AKPINAR, NECATI	2709 BAYSIDE DR S	184.38
	ALLEN, MICHAEL J	2955 DR. ML KING JR ST S	184.38
	APOLLO PARTNERS LLC	3866 12TH AVE S	184.38
	ARSENAULT, GARY	2510 3RD AVE S	184.38
	AUGUSTINE, ANTHONY NICHOLAS	7118 13TH ST N	184.38
	AURORA LOAN SERVICES LLC	750 20TH AVE S	184.38
	B N C HOLDINGS INC	1232 20TH AVE S	204.43
	BALABANOVIC, MILIJA	4141 5TH AVE S	184.38
	BAY AREA HOUSING DEV CORP	1730 30TH ST S	184.38
	BAYSHORE PROPERTY ONE LLC	2034 AUBURN ST S	184.38
	BENCH, PAUL R EST	3235 21ST ST N	184.38
	BODNAR, RAYMOND	6511 16TH ST N	184.38
	BROOKS, MACK JR	6027 28TH ST S	184.38
	BROWN, BEULAH EST	699 PARIS AVE S	204.43
	BROWN, JACQUELINE	1675 13TH AVE S	184.38
	BROWN, MABEL R TRUST	2820 5TH ST S	184.38
	BURROW, MARCUS	2309 36TH ST S	184.38
	BUYI, NEWTON	2500 3RD AVE S	224.47
	CAHALL, CHARLES V JR	4616 9TH AVE S	184.38
	CAMACHO, MARIO A EST	2427 14TH AVE N	184.38
	CAMPBELL, ANNIE L EST	2133 22ND AVE S	204.43
	CAMPBELL, BARCLAY	240 44TH AVE NE	184.38
	CARETAKER LAND TRUST # 4411	4411 11TH AVE S	204.43
	CARMAN, MARK	110 16TH AVE S	194.40
	CENTRAL FLORIDA HOLDINGS GROUP	774 90TH AVE N	234.49

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	CHANTICO PROPERTIES LLC	4161 3RD AVE S	264.56
	CHILDS, MICHAEL	6456 2ND AVE S	184.38
	CHUMBLEY, JOSEPH H	2517 1ST AVE S	194.40
	CIRCLE K STORES INC	5756 CENTRAL AVE	284.61
	CLARK, DAVID	3632 15TH AVE S	194.40
	COAST TO COAST DEVELOPMENT SER	2507 18TH AVE S	184.38
	COWART, TAWANNA R	2830 24TH AVE S	184.38
	CRISWELL, MARGARET	2035 44TH ST S	184.38
	CUMMINGS, SHENIKA	2417 12TH ST S	184.38
	DALLAND PROPERTIES LP	1632 39TH ST S	184.38
	DALLAND PROPERTIES LP	2108 AUBURN ST S	184.38
	DALLAND PROPERTIES LP	3017 FREEMONT TERR S	224.47
	DEAN, DAVID	655 7TH AVE N	184.38
	DELANEY, MELINDA D	3445 58TH ST N	184.38
	DELGADO, SKYLAR J	100 20TH AVE S	264.56
	DENNIE, MORGAN G	450 NORTHMOOR AVE N	184.38
	DESHOTEL, ZACHARY RYAN	4200 21ST ST N	194.40
	DOYON, RANDY C	4548 10TH AVE N	184.38
	EMES, BRETT L IRA	755 15TH AVE S	184.38
	EVANS, RAYMOND M III	791 SUWANNEE CT NE	184.38
	FAILS, ROSA M EST	1901 29TH ST S	184.38
	FELDMAN, ROBERT TODD	700 46TH ST S	204.43
	FELDMAN, ROBERT TODD	710 46TH ST S	184.38
	FELDMAN, ROBERT TODD	720 46TH ST S	224.47
	FEOLA, ANIELLO	7401 15TH ST N	184.38
	FITZGERALD, CHRISTOPHER J	4050 2ND AVE S	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	FLORIDA CENTRAL CREDIT UNION	117 LINCOLN CIR N	184.38
	FRANCO, ALBERT	531 53RD ST N	184.38
	FRENCH, PETER	6913 14TH ST N	184.38
	GARNER, DARELL	1021 10TH AVE S	184.38
	GARNER, DARELL	3510 13TH AVE S	194.40
	GENERAL HOME DEV CORP OF PINEL	718 30TH AVE N	204.43
	GENERAL HOME DEV CORP OF PINEL	3800 16TH AVE S	184.38
	GEORGE VICTOR & ASSN INC	3001 6TH AVE S	184.38
	GRAYSTON MTG FUND	1634 5TH ST S	344.74
	GRIFFITH, DAVID	720 40TH ST S	184.38
	GUNN, MARK	1766 45TH ST S	184.38
	HAMILTON, JOSHUA	2405 10TH ST S	184.38
	HARDY, LYNNETTE R	2491 QUEBEC AVE S	204.43
	HARRICHARAN, SHERRY	2548 11TH AVE S	214.45
	HARRIS, ROSS INVESTMENTS LLC	4062 3RD AVE S	224.47
	HART, LEROY EST	4529 11TH AVE S	184.38
	HART, MARCUS	2550 6TH ST S	224.47
	HATCHER, FRED	2930 FAIRFIELD AVE S	234.49
	HATLEY, BRENT L	761 63RD AVE N	184.38
	HIRCOCK, JAMES	3136 17TH AVE S	194.40
	HIRCOCK, JAMES	4619 9TH AVE S	184.38
	HUFF, AUSTIN M JR EST	7200 MEADOWLAWN DR N	184.38
	INDYMAC BANK	1843 QUINCY ST S	184.38
	JANI, BIMBISAR	259 43RD TERR SE	194.40
	JOHNSON, AURELLA E	3036 FAIRFIELD AVE S	184.38
	JOHNSTON, KATHRYN A	4040 18TH ST N	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	KAOUGH, RICHARD T	2028 17TH ST S	184.38
	KEARNS, ELIZABETH M	6800 5TH AVE N	184.38
	KLEIN, BENJAMIN	216 15TH AVE SE	184.38
	K2 HOLDINGS LLC	2135 14TH ST S	264.56
	L H B HOLDINGS LLC	1544 BAY ST SE	204.43
	LA PLANTE, KAREN C	866 53RD AVE N	184.38
	LARKIN, PETER G	1840 43RD ST S	184.38
	LARRY, DAVID L	4436 16TH AVE S	194.40
	LARRY, DAVID L JR	1910 SEMINOLE BLVD S	224.47
	LE BLANC, PAUL	715 12TH ST S	224.47
	LE GAGNEUR, RICHARD	520 27TH ST S	184.38
	LEE, RICHARD	5107 3RD AVE S	184.38
	LENDHOLDERS TRUST LLC	1861 12TH ST S	194.40
	LEPRETRE, JEAN-CLAUDE	1761 17TH ST S	204.43
	LEWIS, EUSTAN	1919 21ST ST S	184.38
	LEXICON PROPERTIES LLC	3014 DR. ML KING JR ST S	264.56
	LIND, JOSE	3941 8TH AVE S	184.38
	LITTLE, DAVID E	307 87TH AVE NE	184.38
	LODYGA, MICHAEL	752 64TH AVE N	184.38
	LOREVIL LAND TRUST AGM NO 13	1773 TIFTON TERR S	184.38
	LOREVIL LAND TRUST AGM NO 15	1520 SCRANTON ST S	284.61
	LOREVIL LAND TRUST AGM NO 17	3740 22ND AVE S	224.47
	LOREVIL LAND TRUST AGM NO 7	4640 QUEENSBORO AVE S	184.38
	LOVETT, ADRIAN M	5110 3RD AVE S	184.38
	LOVETT, JOSEPH	1740 15TH AVE S	184.38
	LUM, JOHN	3629 QUEENSBORO AVE S	184.38

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OWNERS NAME AND ADDRESS LISTING
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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	M TAMPA CORP	1925 37TH ST S	184.38
	MANNOR, ROBYN	3220 23RD ST N	184.38
	MARI, WAIL	631 12TH AVE S	184.38
	MARKOSKI, THOMAS J	642 60TH AVE S	184.38
	MARYANN, LYNCH	718 14TH AVE S	184.38
	MC KINNEY, BARBARA	417 KINGSTON ST S	184.38
	MC LENDON, BILLY KEITH	2310 17TH AVE S	204.43
	MC MANUS, JAMES W JR	2444 37TH ST S	184.38
	MEGILL, SCOTT W	827 19TH AVE S	184.38
	MILES, LUMAR EST	1910 14TH ST S	184.38
	MILLER, VERNELL M	621 12TH AVE S	184.38
	MINYO, LISA D	4211 5TH AVE S	184.38
	MOODY, MARY A	5340 3RD AVE S	184.38
	MOON CASTLE HOLDING LLC	1767 NEWARK ST S	204.43
	MOORE, ERIK	810 14TH AVE S	184.38
	MORGAN, JASON E	1738 15TH AVE S	184.38
	MOWERY, DOREEN	5426 6TH AVE N	184.38
	NELSON, MALENA	1509 SUFFOLK ST N	184.38
	NEW CITY HOMES LLC	2533 4TH AVE S	204.43
	NEW VILLA HOMES INC	759 14TH AVE S	184.38
	NEW VILLA HOMES INC	807 14TH AVE S	184.38
	NEWKIRK, DIANE EST	2518 20TH ST S	184.38
	NEWMAN, JAMES	2840 17TH AVE N	184.38
	NICHOLSON, DAHLIA I	1626 21ST AVE S	184.38
	NIEMAN, LARRY P JR	253 33RD AVE N	184.38
	NORWOOD, LOUISE B	2166 17TH AVE S	204.43

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	PACE, BARBARA	6710 KINGSWOOD DR N	184.38
	PALISADE LIVING TRUST	2014 2ND AVE N	184.38
	PALISADE LIVING TRUST	2350 GROVE ST S	244.52
	PENNYMAC CORP	2101 75TH ST N	184.38
	PEREZ, ANDREA	720 16TH AVE S	184.38
	PERRY, MARY J FAMILY LAND TRUS	751 NEWTON AVE S	204.43
	PILOT FINANCIAL INC	4442 14TH AVE S	224.47
	PINKNEY, ETHEL B EST	2733 2ND AVE S	214.45
	POLLARD, MARY G	701 42ND AVE S	194.40
	POTE, CONNIE J	4101 6TH AVE N	184.38
	PRECISION QUALITY BUILDERS	750 14TH AVE S	184.38
	PROPERTY PEOPLE ONLINE LLC	5243 7TH AVE N	184.38
	QUARTERMAN, TERESA E	1718 29TH ST S	184.38
	RAMEY, BETTY J EST	4350 19TH ST N	184.38
	RAMJAN, MADERIA M	4389 TROUT DR SE	204.43
	RASSIER, MELVIN J	9000 2ND ST N	184.38
	REGAN, ERIC D	6208 17TH AVE N	184.38
	RIZZO, BERTHA J	7226 13TH ST N	184.38
	ROBINSON, JACQUELINE J	4501 22ND AVE S	184.38
	ROJAS, JOSE M JR	712 14TH AVE S	184.38
	ROSE, SHARON M	2931 7TH ST N	184.38
	SCHOPF, ERIC	4500 18TH AVE S	184.38
	SCHULZE-VON ZUTEL, BRENDA	630 14TH AVE S	224.47
	SCOTT, LEROY E	2703 18TH ST S	204.43
	SECOND BERT BIEGEL TRUST IRR T	2751 2ND AVE S	184.38
	SESTER, EDWARD F EST	3016 3RD AVE N	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	SHIFFLER, KIM L	4226 5TH AVE N	184.38
	SHIRLEY, LADY B	923 IVANHOE WAY S	184.38
	SMITH, QUINCY	4550 19TH AVE S	184.38
	SMITH, RAYMOND	711 16TH AVE S	184.38
	SOREM, MELVIN D	2315 21ST ST S	184.38
	SORETH, PAUL D	3616 17TH ST N	184.38
	ST PETE RENTAL PROPERTIES LLC	4349 17TH AVE S	184.38
	ST PETERSBURG PROPERTIES INC	2448 3RD AVE S	224.47
	STABINS, CRISSY	2425 10TH ST S	184.38
	STALLION HOMES LLC	2530 IRVING AVE S	184.38
	STUBBINS, ROBERT	2035 AUBURN ST S	184.38
	SUNCOAST PROPERTY PARTNERS LLC	1921 13TH ST S	184.38
	SUPPORT PROPERTIES LLC	842 19TH AVE S	184.38
	SWIFT, SCOTT J	760 NEWTON AVE S	184.38
	TARPON IV LLC	1900 21ST ST S	184.38
	TARPON IV LLC	1911 31ST ST S	184.38
	TARPON IV LLC	2501 11TH ST S	184.38
	TAVARES, JILLIAN L	2141 22ND AVE S	204.43
	TAX CERTIFICATE REDEMPTIONS IN	2627 EMERSON AVE S	184.38
	TAX CERTIFICATE REDEMPTIONS IN	2650 4TH AVE S	184.38
	TAX CERTIFICATE REDEMPTIONS IN	2720 13TH AVE S	184.38
	THOMAS, MARCIA E	4561 23RD AVE S	204.43
	TITAN DEVELOPMENT GROUP LLC	4659 QUEENSBORO AVE S	184.38
	TORRES, NELLY EST	2227 1ST AVE N	204.43
	TRUST # 1942	1942 43RD ST S	184.38
	TRUST NO 2244	2244 11TH ST S	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	TRUST NO 3887	3887 12TH AVE S	234.49
	TRUST NO 4361	4361 16TH AVE S	194.40
	TUCKER, KATRINA L	927 8TH AVE S	214.45
	TURNER, OLICIA	1440 27TH ST S	184.38
	UNITED PROPERTIES OF TAMPA BAY	3435 22ND AVE S	224.47
	UNITED PROPERTIES OF TAMPA BAY	3445 22ND AVE S	224.47
	VENTURE AT MIDTOWN I LLC	2424 44TH ST S	184.38
	VENTURE AT MIDTOWN I LLC	2765 2ND AVE S	184.38
	VERONA V LLC	1314 20TH AVE S	184.38
	VERONA V LLC	2021 8TH ST S	224.47
	WAINWRIGHT, TIMOTHY SCOTT	1100 19TH ST S	184.38
	WALKER, DAVID B	1543 43RD ST S	184.38
	WARD, SCOTT M	676 25TH AVE S	184.38
	WATERMAN, JOHN J JR	5055 12TH ST N	234.49
	WEAVER, CARRIE	4359 NEPTUNE DR SE	224.47
	WESNER, CINDY	116 21ST AVE SE	184.38
	WHIPPLE, JON P	2700 11TH ST N	184.38
	WHITE, TERRY	811 9TH AVE S	184.38
	WIESELBERG, RONALD	3065 20TH AVE S	204.43
	WILLIAMS, JENNELLE LYNN	1110 25TH AVE N	184.38
	WILSON, CHRISTINE	1425 40TH ST S	194.40
	WILSON, THOMAS S EST	844 26TH AVE N	184.38
	WOOTEN, JOHN	721 15TH ST N	224.47
	WRIGHT, EMORY E	2645 2ND AVE S	184.38
	19TH AVE S LAND TRUST	924 19TH AVE S	194.40
	30 DAYS REAL ESTATE CORP TRE	1916 21ST ST S	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	3073 20TH AVE SOUTH LAND TRUST	3073 20TH AVE S	204.43
	5 STAR FINANCIAL SOLUTIONS	2701 15TH AVE S	264.56
	710 16TH AVE SOUTH LAND TRUST	710 16TH AVE S	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
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*** END OF REPORT ***

PROJECT TOTAL	41,209.44
GRAND TOTAL	41,209.44

LOT CLEARING NUMBER 1513
COST / FUNDING / ASSESSMENT INFORMATION

CATEGORY ASSESSED

AMOUNT TO BE ASSESSED

LOT CLEARING COST	\$ 27,494.44
ADMINISTRATIVE FEE	<u>\$ 13,715.00</u>
TOTAL:	\$ 41,209.44

A RESOLUTION CONFIRMING AND APPROVING
PRELIMINARY ASSESSMENT ROLLS FOR LOT
CLEARING NOS. 1511, 1512, 1513; PROVIDING FOR
AN INTEREST RATE ON UNPAID ASSESSMENTS;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing Nos. 1511, 1512, 1513 has been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer; and

WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing Nos. 1511, 1512, 1513 is approved; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Confirming the preliminary assessment for Lot Clearing Number 1514.

ST. PETERSBURG CITY COUNCIL

MEETING OF: February 21, 2013

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number LCA 1514

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16, Article XIII, of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

LCA:	<u>1514</u>
NUMBER OF STRUCTURES:	<u>193</u>
ASSESSABLE AMOUNT:	<u>\$37,940.74</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$37,940.74 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
1514	A & E TAMPA BAY LAND TRUST	522 26TH AVE S	184.38
	ADKINS, GEORGE	701 53RD AVE N	184.38
	AICE, DEMEATRIAS	1760 TEMPLE TERR S	184.38
	AMES, MARGARET	1919 30TH AVE N	184.38
	ANDREWS, AQUILLA	1340 MELROSE AVE S	224.47
	ANDREWS, AQUILLA	1717 19TH ST S	184.38
	ANGEL INVESTMENT OF TAMPA INC	3436 16TH AVE S	184.38
	ANTINORE, RICHARD F	4835 10TH AVE S	224.47
	ARAGON TRADING CO	532 GROVE ST N	184.38
	ARAGON TRADING CO	540 GROVE ST N	184.38
	ARAGON TRADING CO	600 GROVE ST N	184.38
	ARAGON TRADING CO	608 GROVE ST N	184.38
	ARCADI, ANTHONY V	4808 33RD AVE N	204.43
	ATKINSON, ANGELA	3783 ABINGTON AVE S	224.47
	ATLANTIC CAPITAL/MARCO BANK	1200 33RD ST S	184.38
	BADGER INVESTMENTS LLC	900 44TH AVE N	204.43
	BANK OF AMERICA	1013 54TH AVE N	214.45
	BARRETT, THOMAS	1111 HIGHLAND ST S	184.38
	BARTON, KELLY	1740 19TH ST S	184.38
	BERRADI, ADIL	6718 LIVINGSTON AVE N	184.38
	BIONDO, ROBERT	1500 9TH AVE S	194.40
	BOLDEN, JULIOUS LEE EST	719 19TH ST S	184.38
	BOWMAN, CHAMERA D	2580 13TH AVE S	184.38
	BRAVE, DAN	3147 PRESCOTT ST N	184.38
	BROWN, KIM-NELSON	3735 27TH AVE S	184.38
	CAMERON, FANNIE B EST	1670 19TH AVE S	184.38

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PROJECT RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
CANADY, TWANN	2943 PINELLAS POINT DR S	184.38
CASTANHEIRO, AUDRIE	2217 26TH ST S	184.38
CHRIST GOSPEL CH SP	1700 19TH AVE S	204.43
CHRYSLER, ROBERT C	4737 HAINES RD N	184.38
CLAUSEN, KATHERINE J EST	3465 15TH AVE S	184.38
COLON, JESUS I	715 53RD AVE N	184.38
CONNOR, PATRICIA M	6764 5TH AVE N	264.56
CORNELIUS, MARY L	2305 13TH ST S	264.56
COSTELLO, LISA C	4619 10TH AVE S	204.43
COULTER, ERICA L	1346 53RD AVE N	184.38
CRESCENZO LAND HOLDINGS INC	1750 19TH ST S	184.38
CRISWELL, MARGARET	2167 14TH AVE S	184.38
CUBBY, CLARENCE E SR	741 28TH AVE S	264.56
D & K AUTO PARTNERS INC	1926 AUBURN ST S	184.38
DALLAND PROPERTIES LP	845 14TH AVE S	184.38
DEAN, DAVID ALAN	860 14TH AVE S	184.38
DECOSMO, MICHAEL A JR	770 62ND AVE N	184.38
DI CARLO, PHILIP	5961 33RD AVE N	184.38
DOHENY, CHRISTOPHER PATRICK	3835 18TH AVE S	184.38
DOODNAUTH, BASDEO	1596 63RD AVE N	184.38
DREWS, LAURENCE A	1747 6TH ST S	184.38
DUNBAR, GALE A	1117 27TH AVE S	224.47
EGGLETON, ISAAC	1716 21ST AVE S	224.47
ELLER, VICTORIA EST	6269 22ND AVE N	184.38
ERDMANN, ROBERT A TRUST	2082 FRANCES CT N	184.38
EVANS, DORIS	3042 20TH AVE S	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	EVANS, TOMMY	1746 PRESCOTT ST S	184.38
	F C B FP COMMERCIAL HOLDINGS L	3300 FREEMONT TERR S	264.56
	FEDERAL HOME LOAN MTG CORP	668 23RD AVE S	184.38
	FLOWERS, ANTIONA A	2219 19TH ST S	184.38
	FLOWERS, EARLIE M	2934 6TH AVE S	264.56
	FOLEY, JACKIE	1034 60TH AVE N	204.43
	FOX & MYSIN INVESTMENTS LLC	4621 12TH AVE S	184.38
	FREDERICK, PATRICIA	2800 PINELLAS POINT DR S	184.38
	GAINER, GREGORY	925 13TH AVE S	204.43
	GIGO LLC	982 8TH AVE S	184.38
	GILL, LISA L	1124 38TH AVE N	184.38
	GOLDBERGER, DAVID J	196 38TH AVE SE	184.38
	GORE, WILLIE G JR	4341 ELKCAM BLVD SE	184.38
	GRAY, GARY L	4665 QUEENSBORO AVE S	184.38
	GREENE, RONALD A	3469 16TH AVE S	184.38
	GREENIDGE, ERROL	5130 8TH ST S	184.38
	GROSSMAN, JENNIFER NICOLE	3851 15TH AVE S	184.38
	GURSEY, CAROLE A EST	3774 ABINGTON AVE S	184.38
	HAGAN, STEPHEN J	4722 18TH AVE N	204.43
	HALL, CHRISTOPHER D	2300 EAST HARBOR DR S	184.38
	HAYES, SARAH	1308 MELROSE AVE S	204.43
	HEDDEN, TERRY P	1979 KANSAS AVE NE	184.38
	HEYWOOD, CODY STAR	527 25TH AVE S	184.38
	HONESTRUSTILY LLC	2220 7TH ST S	184.38
	HOOTMAN, CHARLES C	1249 72ND ST N	204.43
	HUTSKO, DARYL P	539 82ND AVE N	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	JAEGER, WILLIAM	2150 46TH AVE N	184.38
	JENKINS, ACIE	2346 GROVE ST S	184.38
	JOHNSEN, LEONARD W	655 12TH AVE S	184.38
	JOHNSON, F L	4726 20TH AVE S	204.43
	JOHNSON, HORACE L	754 27TH AVE S	184.38
	JOHNSON, JESSIE	3094 20TH AVE S	184.38
	JONES, JUSTIN	874 30TH AVE S	184.38
	JUNG, ELIZABETH J	1946 WALTON ST S	224.47
	KARSEVER, SUSAN	3946 8TH AVE S	184.38
	KHDEIR, HANI	1720 43RD ST S	184.38
	LEGANT, ALEXANDER W	3271 6TH AVE S	194.40
	LEHMAN BROTHERS BANK	960 18TH ST S	184.38
	LERIN, LORENA	1430 10TH AVE S	224.47
	LEXICON PROPERTIES LLC	3049 6TH ST S	545.19
	LOEFFLER, LORI	5124 VENETIAN BLVD NE	204.43
	LOREVIL LAND TRUST AGM NO 19	2321 25TH AVE S	184.38
	LOREVIL LAND TRUST AGM NO 8	4100 18TH AVE S	204.43
	LOREVIL LAND TRUST NO 3	718 PARIS AVE S	194.40
	LORUSSO, JOSEPHINE A EST	2229 KINGSTON ST S	214.45
	LUNDGREN, RUSSELL H	3920 2ND AVE N	184.38
	MACNEILL, STEPHEN M	6553 5TH AVE N	184.38
	MAIN, DAVID G	2034 28TH AVE N	204.43
	MARTIN, BENITO	2039 ACORN PL S	184.38
	MARTIN, RICHARD E	881 18TH AVE S	184.38
	MARTIN, RICHARD E FAMILY PTNSP	1800 DR. ML KING JR ST S	204.43
	MC CLELLAND, BERNADETTE Z EST	6907 14TH ST N	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	MC CORTNEY, JOHN R	4026 3RD AVE S	224.47
	MC DONALD, C MICHAEL	4100 30TH AVE N	184.38
	MC MINN, PATRICIA E EST	1137 55TH AVE N	184.38
	MC TIER, ALBERT JR EST	1912 27TH ST S	184.38
	MEADS, DEBRA	6818 12TH ST N	184.38
	MEFFLEY, MICHAEL SHANE	2859 60TH AVE S	184.38
	MELLOUKI, ABDELGHANI	1436 PRESTON ST S	184.38
	MERCURY 1 LLC	1216 19TH ST S	184.38
	MESSINA, THOMAS	5010 30TH AVE N	184.38
	MICHAEL, MYRTLE	5131 ARAGON WAY S	184.38
	MIDFIRST BANK	2124 63RD AVE S	184.38
	MILONE, ANNJEANETTE C	4234 4TH ST S	184.38
	MILONE, ANNJEANETTE C	4244 4TH ST S	184.38
	MITCHELL, CORA LEE	2701 5TH ST S	204.43
	MIZELLE, JULYE B	2715 18TH AVE S	264.56
	MODERN HOME BUILDERS INC	1811 16TH AVE S	184.38
	MURRAY, RICHARD	1500 20TH AVE S	184.38
	MYERS, VERONICA NICOLE	858 30TH AVE S	184.38
	NATKOW, JAY M	2347 GROVE ST S	224.47
	NERI, EDWARD R	4331 FAIRFIELD AVE S	214.45
	NEW VILLA HOMES INC	820 15TH AVE S	184.38
	NEW VILLA HOMES INC	835 15TH AVE S	184.38
	NOBIS SUBSIDIO 12 LLC	2010 13TH AVE S	184.38
	NOWAKOWSKI, SCOTT P	1767 NEVADA AVE NE	184.38
	OMNI NATL BANK	1512 9TH AVE N	184.38
	ORTIZ, JOSEPH	2801 28TH AVE N	184.38

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	PAPPAS, DONA-ROSE	2205 QUINCY ST S	204.43
	PARKER, BAYVRA	655 27TH AVE S	184.38
	PARKER, GARY	1320 45TH ST N	204.43
	PARTNERS IN CHARITY INC	1755 16TH AVE S	184.38
	PETSCHER, ERIN	2647 6TH ST S	264.56
	PITZEL PARTNERS LLC	2635 CENTRAL AVE	184.38
	PLEAS, SARI	2412 20TH ST S	184.38
	PORCO, ANTHONY III	5926 8TH ST S	184.38
	PROPERTY DEVELOPMENT PARTNERS	6817 8TH AVE N	184.38
	RANCOURT, GERALD F JR	1750 GEORGIA AVE NE	224.47
	RANNEY, MARIE S EST	1819 11TH ST S	184.38
	RENT TO OWN LAND TRUST	4670 21ST AVE S	184.38
	RICHARD, DARICE	2024 7TH AVE S	184.38
	RIVERA, MARILYN	2834 17TH AVE N	204.43
	ROSE HALL INVESTMENT GROUP LP	1121 26TH AVE S	184.38
	ROSE HALL INVESTMENT GROUP LP	1810 7TH AVE S	184.38
	RUSS, MAGGIE C EST	4226 13TH AVE S	184.38
	S & S INVESTMENTS CORP OF ST P	951 49TH AVE N	184.38
	S A F R A 49 INC	3919 NEPTUNE DR SE	184.38
	SALTER-WILLIAMS, MAXINE E	1720 QUEEN ST S	224.47
	SANCHEZ, MARINA	3254 6TH AVE S	184.38
	SAUTERNES V LLC	1330 9TH AVE S	184.38
	SAUTERNES V LLC	1349 PRESTON ST S	184.38
	SCOTT, ARVIS EST	1921 FAIRFIELD AVE S	184.38
	SEIKUS, ROMAN F	490 DAWSON AVE NE	184.38
	SIMON, ELLIOTT	535 15TH ST N	184.38

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	SMITH, JOSEPH	1348 30TH ST S	184.38
	ST PETERSBURG PROPERTIES INC	1521 PRESTON ST S	184.38
	SUKHASAM, MANIT	2521 13TH AVE S	184.38
	SUNNY BAY PROPERTIES LC	2300 13TH ST S	184.38
	SWAIN, MARY F EST	767 15TH AVE S	264.56
	T H R FLORIDA LP	2401 GRANADA CIR E	184.38
	TABER, BENJAMIN E	1626 27TH AVE N	184.38
	TAMPA CONSTRUCTION CO INC	1135 45TH ST S	184.38
	TARPON IV LLC	719 10TH ST S	184.38
	TARPON IV LLC	922 13TH AVE S	214.45
	TARPON IV LLC	2820 4TH AVE S	184.38
	TAYLOR, DANIEL	3028 21ST AVE S	184.38
	TAYLOR, QUINTIN A	1761 13TH AVE S	184.38
	THOMPSON ENTERPRISES INC	740 21ST ST S	184.38
	TIMBERLAKE, HELEN E	3035 MELTON ST N	184.38
	TODOROVIC, DRAGAN	5044 17TH ST N	234.49
	TOPOLANCIK, GEORGE A	3945 2ND AVE N	184.38
	TRUST # 1066	1066 8TH AVE S	184.38
	TURNER, ALLISON R	4627 21ST AVE S	184.38
	USA FED NATL MTG ASSN	1901 WALTON ST S	264.56
	VALDES, KATHERINE	1831 10TH ST S	204.43
	VILLA, MANUEL	500 84TH AVE N	184.38
	VOGT-NICHOLLS, NAOMI M	5945 4TH AVE S	244.52
	WALKER, DAVID B	1900 19TH ST S	264.56
	WALKER, DIANE L EST	5345 4TH ST S	184.38
	WELLS FARGO BANK	326 45TH AVE N	184.38

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	WHITE, MELODY L	1810 QUINCY ST S	184.38
	WILCZEK, MICHAEL P	1401 CANTERBURY RD N	214.45
	WIRTH, KATHY A	2165 SALEM AVE N	184.38
	WOODS, JACQUELINE D	2024 21ST ST S	224.47
	WORTHEN, VERNIQUWA	4532 22ND AVE S	184.38
	YOUNG, WENDELL E	620 29TH AVE S	184.38
	YUNG, AMELIA RANESAS	525 27TH AVE S	184.38
	1801 13TH AVE LAND TRUST	1801 13TH AVE S	204.43
	2565 GRANADA CIR W TRUST	2565 GRANADA CIR W	184.38
	4642 19TH AVE S LAND TRUST	4642 19TH AVE S	184.38
	636 27TH AVE S LAND TRUST	636 27TH AVE S	204.43

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
LCA - LOT CLEARING

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
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*** END OF REPORT ***		PROJECT TOTAL	37,940.74
		GRAND TOTAL	37,940.74

LOT CLEARING NUMBER 1514
COST / FUNDING / ASSESSMENT INFORMATION

<u>CATEGORY ASSESSED</u>	<u>AMOUNT TO BE ASSESSED</u>
LOT CLEARING COST	\$ 25,395.74
ADMINISTRATIVE FEE	<u>\$ 12,545.00</u>
TOTAL:	\$ 37,940.74

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1514; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1514 has been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer; and

WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing No. 1514 is approved; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Confirming the preliminary assessment for Building Securing Number 1173.

ST. PETERSBURG CITY COUNCIL

MEETING OF: February 21, 2013

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Securing Number **SEC 1173**

EXPLANATION: Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8, Article VII, of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

SEC:	<u>1173</u>
NUMBER OF STRUCTURES	<u>66</u>
ASSESSABLE AMOUNT:	<u>\$10,300.50</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$10,300.50** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
SEC - SECURING/SANITATION

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
1173	ANGEL INVESTMENT OF TAMPA INC	3436 16TH AVE S	188.30
	ANTINORE, RICHARD F	4835 10TH AVE S	305.50
	BAYSIDE CAPITAL INVESTMENT GRO	1125 MELROSE AVE S	108.00
	BLOSSOM, SAMUEL L	1002 13TH AVE S	130.00
	BROWN, JOSEPH D	1100 MELROSE AVE S	108.00
	BROWN, MARC A	4570 25TH AVE S	142.88
	BULLOCK, ADRANA	727 19TH ST S	144.50
	CABIT, DAVE	6195 25TH AVE N	145.41
	COFFEE, KELLY R	2338 15TH AVE S	236.18
	COSTELLO, LISA C	4619 10TH AVE S	83.33
	CRAFT, THOMAS M	2771 67TH ST N	150.70
	DALLAND PROPERTIES LP	1655 PRESTON ST S	124.35
	DALLAND PROPERTIES LP	3081 21ST AVE S	130.41
	EGGLETON, ISAAC	1716 21ST AVE S	132.50
	FLEMING, DENNIS	4236 17TH ST N	110.61
	GOOD LIFE AFICIONADO ENTERPRIS	1835 19TH ST S	83.70
	GREENIDGE, ERROL	5130 8TH ST S	275.13
	GROSSMAN, JENNIFER NICOLE	3851 15TH AVE S	127.62
	HARRIS, ROBIN A	2434 20TH ST S	98.70
	IRMIS, SAMUEL MILES	4824 4TH AVE S	60.00
	JAEGER, WILLIAM	2150 46TH AVE N	131.88
	JOHNSON, F L	4726 20TH AVE S	254.65
	K 2 HOLDINGS INC	1217 21ST AVE S	153.63
	LEGANT, ALEXANDER W	3271 6TH AVE S	111.38
	LENDERS DIRECT CAPITAL CORP	4613 YARMOUTH AVE S	188.00
	LONTOC, DOMINIC	1255 10TH AVE S	130.41

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
SEC - SECURING/SANITATION

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	LOREVIL LAND TRUST AGM NO 15	1520 SCRANTON ST S	120.58
	LOREVIL LAND TRUST AGM NO 8	4100 18TH AVE S	30.00
	LOTT, LAWRENCE M	950 MELROSE AVE S	128.88
	LUMPKIN, JOHN JR	2510 14TH ST S	195.93
	MACKEY, LATWANDA S	1913 20TH ST S	108.00
	MARSHALL, ROSA	1743 19TH AVE S	95.70
	MARTINEZ, ANTONIO M	7118 39TH AVE N	128.53
	MC DONALD, DONALD F	5710 8TH AVE N	110.47
	MERISIER, SHELLA	3261 6TH AVE S	111.38
	MUDADA, KIAMBU	1601 12TH ST S	324.00
	NEW HORIZON REALTY SOUTH LLC	1734 19TH ST S	108.00
	PANIAN, LAURIE M	967 14TH AVE S	108.00
	PERRY, MARY J FAMILY LAND TRUS	751 NEWTON AVE S	219.90
	ROSS, PENNY P	4034 1ST AVE N	248.15
	SHADE, DOLORES J	6501 13TH AVE N	90.70
	STEWART, BRIDGET	2923 38TH ST S	79.08
	SWIFT, SCOTT J	760 NEWTON AVE S	152.13
	T I F-C F L III LLC	1310 10TH AVE S	47.30
	T I F-C F L III LLC	1310 10TH AVE S	559.68
	THOMAS, SHARON	4431 FAIRFIELD AVE S	282.10
	THORPE, PAUL MICHAEL	2517 11TH ST S	132.13
	TOLISANO, THOMAS A	811 11TH ST S	109.35
	TOWLE, TRACY	4339 16TH AVE S	152.05
	TRUST NO 256133712	2561 18TH AVE S	153.17
	TRUST 959	959 MELROSE AVE S	384.40
	USA FED NATL MTG ASSN	1324 13TH AVE S	183.17

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
SEC - SECURING/SANITATION

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
	USA FED NATL MTG ASSN	1901 WALTON ST S	150.41
	VAN BUSKIRK, PATRICE L	4920 4TH AVE S	122.82
	VELEZ, CARLOS E	2162 46TH AVE N	95.61
	W R Z PROPERTIES LLC	829 QUEENSBORO AVE S	93.17
	WAINWRIGHT, TIMOTHY SCOTT	1100 19TH ST S	186.97
	WALTERS, MARY A	3655 1ST AVE S	130.00
	WARREN, LAURIE L	4101 14TH AVE S	132.13
	WATSON, GARY	527 26TH ST S	200.47
	WILSHIRE HOLDING GROUP INC	3218 4TH AVE S	109.35
	WILSON, DWAYNE	1271 MELROSE AVE S	131.24
	WOOTEN, JOHN	721 15TH ST N	176.10
	YOUNG, WENDELL E	620 29TH AVE S	225.63
	2304 11TH ST S LAND TRUST	2304 11TH ST S	218.70
	2353 GROVE STREET SOUTH LAND T	2353 GROVE ST S	109.35

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CITY OF ST. PETERSBURG, FLORIDA
OWNERS NAME AND ADDRESS LISTING
SEC - SECURING/SANITATION

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PROJECT	RELATED PARTY NAME	PROPERTY ADDRESS	ASSESS AMOUNT
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*** END OF REPORT ***		PROJECT TOTAL	10,300.50
		GRAND TOTAL	10,300.50

BUILDING SECURING NUMBER SEC 1173

COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
SECURING COST	\$ 4,365.00
MATERIAL COST	\$ 2,070.46
LEGAL AD	\$ 1,165.04
ADMIN. FEE	<u>\$ 2,700.00</u>
TOTAL:	\$ 10,300.50

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1173 ("SEC 1173") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1173 ("SEC 1173"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such securing against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on February 21, 2013, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1173 ("SEC 1173") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Confirming the preliminary assessment for Building Demolition Number 400.

ST. PETERSBURG CITY COUNCIL

MEETING OF: February 21, 2013

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Demolition Number **DMO 400**

EXPLANATION: The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8, Article VII of the St. Petersburg City Code. The City's Codes Compliance Assistance Department incurred costs of condemnation/securing/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 12% per annum on the unpaid balance.

DMO:	<u>400</u>
NUMBER OF STRUCTURES:	<u>5</u>
ASSESSABLE AMOUNT:	<u>\$56,225.99</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$56,225.99** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____ **AGENDA NO.** _____

BUILDING DEMOLITION NUMBER DMO 400

OWNERS NAME AND ADDRESS LISTING

<u>RELATED PARTY NAME</u>	<u>PROPERTY ADDRESS</u>	<u>ASSESSMENT AMOUNT</u>
Alessandrini, Bernard	2825 6th St S	\$ 9,327.83
Atwater, Leon	2664 Fairway Ave S	\$ 8,374.83
Le, Chi K	743 35th Ave S	\$ 16,746.07
Luck, James R Trust	2722 18th Ave S	\$ 13,345.83
Turner, Olivia	1440 27th St S	\$ 8,431.43
TOTAL		<u>\$56,225.99</u>

BUILDING DEMOLITION NUMBER DMO 400
COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
Demolition Cost	\$ 35,530.65.
Asbestos Cost	\$ 18,883.00
Legal Ad	\$ 687.34
Engineer's Chg	\$ - 0 -
Administrative Fee	\$ <u>1,125.00</u>
TOTAL:	\$ 56,225.99

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 400 ("DMO 400") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 400 ("DMO 400"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such demolition against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on February 21, 2013, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 400 ("DMO 400") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Ordinance 67-H amending Chapter 27, Division 3 of Article V of the St. Petersburg City, relating to the Industrial Pretreatment Program.



ST. PETERSBURG CITY COUNCIL
Meeting of February 21, 2013

To: Honorable Karl Nurse, Chair and City Council Members

Subject: Approval of Ordinance Amending Chapter 27 Division 3 of Article V of the St. Petersburg City Code relating to the Industrial Pretreatment Program

Recommendation: The Administration recommends conducting first reading of the attached Ordinance and setting second reading and public hearing for February 21, 2013. The Administration recommends APPROVAL of the Ordinance.

REQUEST: Requesting approval of an Ordinance Amending Chapter 27, Division 3 of Article V of the St. Petersburg City Code relating to Industrial Pretreatment.

EXPLANATION:

Industrial Pretreatment Program Requirements

As required by the "Clean Water Act", Federal and State Laws mandate that all cities, counties and other municipal bodies that process more than 5 million gallons of wastewater per day have an approved Industrial Pretreatment Program (IPP). Within the State of Florida there are presently 75 programs which are regulated by the Department of Environmental Protection (DEP) in Tallahassee. The major objectives of the IPP are:

- To prevent the discharge into the sewer system those pollutants which may interfere with the operation of the wastewater collection system, pumping stations, or the Water Reclamation Facilities (WRFs).
- To prevent pollutants which may pass through a WRF and into injection wells, biosolids, or reclaimed water from being discharged into the sewer system.
- To improve the opportunity to recycle and reclaim municipal and industrial wastewaters and biosolids.
- To assure that the City complies with its WRF operating permits.

City of St. Petersburg's Current IPP

The program issues permits to the larger industries and for transported waste from portable toilets and septic tanks. It ensures that the concentrations of pollutants in the wastewater comply with the St. Petersburg City Code for Industrial Pretreatment. The program collects samples of wastewater from the sewer system to continuously monitor for unknown sources of toxic pollutants. The program has enforcement powers and can terminate sewer service to industries that do not work to comply with the program requirements. The City currently has twenty-eight (28) facilities under permit. Eight (8) of these are considered Categorical Industrial Users (CIU),

which means that federal and state law specifically requires their regulation and specifically defines their discharge characteristics.

Twenty (20) of these are considered Significant Industrial Users (SIU), which means that the facility may potentially have an adverse impact on the publically owned treatment works and that it meets one or more of the following criteria:

- Generates 25,000 gallons per day of process wastewater.
- Averages 25,000 gallons per day of potable water use.
- Generates 5% or more of the water reclamation facility's average daily flow.
- May reasonably be expected to have a significant adverse impact on the system.

Required Program Changes

On October 15, 2005 the United States Environmental Protection Agency (USEPA) finalized the Streamlining Rule for the *General Pretreatment Regulations* (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities (Municipalities) without adversely affecting environmental protection.

On May 10th, 2010 The Florida Department of Environmental Protection (FDEP) finalized revisions to Chapter 62-625, Florida Administrative Code (F.A.C.), *Pretreatment Requirements for Existing and New Sources of Pollution*, incorporating the USEPA Streamlining Rule. These revisions require changes to municipal Sewer Use Ordinances (SUO).

The revision of the St. Petersburg City Code pertaining to Industrial Pretreatment (27-302 through 27-314, *Wastewater Collection and Treatment*) coincides with the re-issuance of the Operating Permit for the Southwest Water Reclamation Facility (SW WRF) on June 29, 2012. This permit dictates the milestone events for the IPP. In addition to the mandatory elements to be incorporated in the revision, several optional elements were also included.

Summary

- The majority of changes to the St. Petersburg City Code for the IPP are mandatory and if not adopted, will place the IPP in non-compliance with State and Federal regulations and subject to enforcement action.
- Three of the changes are optional;
 - Adoption of the "Non-significant Categorical Industrial User" (NSCIU) classification;
 - Adoption of the "Middle Tier" Categorical Industrial User classification;
 - Expansion of the definition for the "General Discharge Prohibitions" for Fats, Oils and Grease (FOG).

Two of these changes will benefit qualifying Categorical Industrial Users by reducing the level of sampling and oversight. Amending the FOG discharge prohibition allows for new processes and overcomes possible shortcomings of the sampling and analytical method.

- The revisions to the St. Petersburg City Code for Industrial Pretreatment should not have a significant impact on the users either financially or in their day to day operation. Rather, industries that are subject to these regulations have the potential to qualify for reduced monitoring and oversight if certain criteria are met.
- These revisions to the St. Petersburg City Code for Industrial Pretreatment have been reviewed and approved by the Florida Department of Environmental Protection.

RECOMMENDATION: Administration requests that City Council approve the adoption of the attached Ordinance to the St. Petersburg City Code relating to Industrial Pretreatment.

Attachments: Ordinance

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SUBSECTIONS 27-302(a) AND (b), 27-307(a)(7) AND (14), 27-307(g)(1),(2)AND (3), 27-309(e)(5) AND (11), 27-309(g) AND (j), SECTION 27-310, SUBSECTIONS 27-311(a) AND (f) AND 27-312(a)(5), SECTION 27-312 AND SUBSECTION 27-313 (3) OF DIVISION 3 OF ARTICLE V OF THE ST. PETERSBURG CITY CODE RELATING TO INDUSTRIAL WASTEWATER PRE-TREATMENT; ADDING NEW DEFINITIONS; AMENDING THE DEFINITIONS OF AUTHORIZED REPRESENTATIVE, SIGNIFICANT INDUSTRIAL USER AND SIGNIFICANT NONCOMPLIANCE; ADDING NEW ABBREVIATIONS; AMENDING PROVISIONS FOR FATS, OILS AND GREASE; AMENDING PROVISIONS RELATING TO COLOR; AMENDING SAMPLING AND ANALYTICAL REQUIREMENTS; REQUIRING SAMPLING LOCATIONS BE SHOWN ON SITE PLANS AND DOCUMENTATION OF COMPLIANCE WITH BEST MANAGEMENT PRACTICES BE SUBMITTED; AMENDING INDUSTRIAL WASTE-WATER DISCHARGE PERMIT REQUIREMENTS AND RESTRICTIONS; AMENDING REPORTING AND SAMPLING REQUIREMENTS; REQUIRING ANNUAL CERTIFICATION OF NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USERS; MODIFYING PROVISIONS RELATING TO ENTRY OF PROPERTY AND MONITORING FACILITIES; AMENDING ADMINISTRATIVE ENFORCEMENT PROVISIONS AND CREATING A NEW PROVISION FOR CEASE AND DESIST ORDERS; ADDING PROVISIONS RELATED TO VIOLATIONS AND FINES; MODIFYING PROVISIONS RRELATED TO UPSET AND BYPASS; EXPLAINING THE MEANING OF WORDS STRUCK THROUGH OR UNDERLINED; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Subsection 27-302(a) of the St. Petersburg City Code is hereby amended by adding new definitions in alphabetic order, to read as follows:

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to implement the prohibitions listed in subsections 27-307(a) and (d). BMPs include, but are not limited to, treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Categorical Industrial User (CIU) means an industrial user subject to categorical pretreatment standards under Rule 62-625.410, F.A.C., including 40 CFR Chapter 1, Subchapter N, Parts 405 through 471.

Daily Maximum means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Local Limit means a specific discharge limit developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b) and subsection 27-307(a).

Non-Significant Categorical Industrial User (NSCIU) means an industrial user that discharges 100 gallons per day (gpd) or less of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and:

- (1) Has consistently complied with all applicable categorical pretreatment standards and requirements;
- (2) Annually submits the certification statement required in 62-625.600(17), F.A.C., together with any additional information necessary to support the certification statement; and
- (3) Never discharges any untreated categorical process wastewater.

SECTION 2. Subsection 27-302(a) of the St. Petersburg City Code is hereby amended by modifying the following definitions, to read as follows:

Authorized representative or duly authorized representative means an authorized representative of an industrial user or liquid waste hauler as follows, ~~may be any of the following~~:

- (1) A president, secretary, treasurer or vice president of a corporation ~~conducting~~ in charge of a principal business function or any person authorized to perform similar policy or decision making functions for the corporation.
- (2) A manager of one or more manufacturing, production or operating ~~on~~ facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, to initiate and direct other comprehensive measures to assure long-term environmental compliance

with environmental laws and regulations; and to ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where employing more than 250 persons, or having gross annual sales or expenditures exceeding \$25,000,000.00, in second quarter 1980 dollars, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- (3) A general partner or proprietor if the industrial user is a partnership or sole proprietorship respectively.
- (4) A ~~principal executive officer~~ highest official appointed or director having responsibility for the overall performance and operation of the discharging government facility, if the industrial user is a federal, State or local governmental entity, ~~or their agents.~~
- (5) A duly authorized representative of a person indicated in paragraphs 1-4 above if provided such authorization has been made in writing on a prescribed authorization form submitted to the POD and the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, or having overall responsibility for environmental matters for the discharge facility, ~~or a position of equivalent responsibility for environmental matters for the industrial user.~~

Existing source means any source of discharge that is not a New Source, ~~the construction or operation of which commenced prior to the publication by the EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with section 307 of the Act.~~

Significant industrial user (SIU) means any industrial or commercial user of the City's POTW who:

- (1) Is subject to categorical pretreatment standards under F.A.C. 62-625.200(3) 40 CRF 403.6, F.A.C. 62-625.410, 40 CRF ch. 1, subch. N and F.A.C. ch. 62-660;
- (2) Has a process wastewater discharge flow of 25,000 gallons or more on any given work day to the POTW;
- (3) Has an average consumption of potable water of 25,000 gallons or more per work day, excluding multiple-dwelling units, single-family residences or other purely domestic users;
- (4) Contributes a wastestream which makes up five percent or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the treatment plant; or
- (5) Has a discharge which, in the judgment of the control authority or the approval authority, may reasonably be expected to have a significant adverse impact either singly or in combination with other contributing industries on the wastewater treatment system, the quality of sludge, the system's reclaimed water quality or air emissions generated by the system, or has the potential to endanger the POTW employees.

The POD may determine that an industrial user subject to categorical pretreatment standards is an NSCIU rather than an SIU provided such user meets the criteria established for the definition of NSCIU in Section 27-302(a). In accordance with 40 CFR 403.3(t)(2) and F.A.C. 62-625.200(20)(c), the control authority may, at any time, on its own initiative or in response to a petition received from a user that meets any of the criteria in subsections (2) through (4) of this definition, re-evaluate the historical wastewater pollutant data, violation history, chemical inventory, inspection reports and any other pertinent information pertaining to that user. If this re-evaluation process establishes that the user has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, then the control authority, in accordance with procedures in 40 CFR 403.8(f)(6), and F.A.C. 62-625.500(2)(e), may determine that such user should not be considered a significant industrial user.

Significant noncompliance (SNC) means an SIU shall be in significant noncompliance when any one or more of the following criteria are satisfied:

- (1) Chronic violations of wastewater discharge limits when 66 percent or more of the measurements taken during a six-month period exceeding by any magnitude, the maximum limit, ~~or~~ average limit or instantaneous limit, if applicable, for the same pollutant parameter;
- (2) Technical review criteria (TRC) violations when 33 percent or more of the measurements for each pollutant parameter taken during a six-month period equal or exceeding the product of the maximum limit, ~~or~~ average limit or instantaneous limit, if applicable, multiplied by the applicable TRC:
 - a. For conventional pollutants, TRC equals 1.4 or 40 percent over the limit;
 - b. For all other pollutants, TRC equals 1.2 or 20 percent over the limit;
- (3) When the SIU fails to respond within ten days of receipt of a notice of violation (NOV) issued by the director;
- (4) When the SIU fails to accurately report noncompliance;
- (5) When the SIU reports false information;
- (6) When the SIU intentionally or negligently violates a permit condition or requirement;
- (7) When the SIU refuses to permit entry to the POD for inspection;
- (8) When any violation occurs that the POD reasonably believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through; or endangered the health of the POTW employees or the general public;
- (9) When any discharge occurs which causes imminent endangerment to human health, welfare or to the environment or results in the POTW's use of its emergency authority to halt or prevent such a discharge;
- (10) When violations of IWDP or other required compliance schedules occur such as, but not limited to, failure to start or complete construction, or failure to attain final compliance by the compliance schedule date;

- (11) When periodic compliance reports, baseline monitoring reports or other required reports are not received by the POD within ~~30~~45 days after the due date; or
- (12) When any violation or group of violations, which may include a violation of Best Management Practices, occurs which may reasonably be expected to have a significant adverse impact on the operation or implementation of the pretreatment program, the wastewater treatment system, the quality of sludge, the system's reclaimed water quality or air emissions generated by the system, or has the potential to endanger the POTW employees.

SECTION 3. Subsection Section 27-302(b) of the St. Petersburg City Code is hereby amended by inserting the following new abbreviations in alphabetical order, to read as follows:

BMP means Best Management Practices.

CIU means Categorical Industrial User.

NSCIU means Non-Significant Categorical Industrial User.

POD means Person Officially Designated as defined in Section 1-2 of the Code.

TRC means Technical Review Criteria.

SECTION 4. Subsections 27-307(a)(7) and (14) of the St. Petersburg City Code are hereby amended to read as follows:

- (7) Any water or waste containing fats, wax, grease, oils, or related substances of animal or vegetable origin, whether or not emulsified, in excess of 400 parts per million by weight, or which may solidify or become viscous at temperatures between 4.5 degrees Celsius (40 degrees Fahrenheit) and 65.5 degrees Celsius (150 degrees Fahrenheit). Specifically prohibited is the heating of the contents of grease traps and subsequent discharge to the sewer system. The POD may allow discharges in excess of this standard as a permit condition upon the submission by the user of a technical evaluation prepared by professional engineer or other similar licensed professional demonstrating that the subject wastewater will have no adverse affects to the wastewater collection and treatment facilities or to the biosolids and reclaimed water generated from those facilities. Wastewater exceeding the limitations provided herein shall contain no visible sheen, shall not discharge any solid grease particles, shall not cause an accumulation of grease or create other unacceptable impact to the collection system downstream of the permitted facility, and shall not cause or contribute to any unacceptable impacts to the water reclamation facility or the biosolids and reclaimed water generated by that facility.
- (14) Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids, or composition that may create obstruction to the flow in sewers, ~~or other interference~~ with the POTW or impart color to the POTW effluent.

SECTION 5. Subsections 27-307(g)(1), (2) and (3) of the St. Petersburg City Code are hereby amended to read as follows:

- (1) Grab samples shall be used for pH, temperature, specific conductance, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, Except as indicated in subsection (g)(2) of this section, wherever wastewater sampling is required, such sampling shall be performed using flow proportional composite collection techniques, in order to collect a representative wastewater sample throughout the total daily period of effluent discharge by the user. In the event flow proportional sampling is deemed to be technically infeasible by the the POD, the POD may authorize the use of time proportional sampling or a minimum of eight grab aliquots composited into a single sample where the user demonstrates that this will provide a representative sample of the effluent being discharged grab sampling. Where time proportional composite sampling or grab sampling is authorized by the POD, the sample must be representative of the total daily period of effluent discharge. The decision to allow alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab the samples collected during a 24 hour period may be composited prior to the analysis as follows: For cyanide, total phenols and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the POD, as appropriate. In the event flow proportional sampling is deemed to be technically infeasible by the POD, the POD may authorize the use of time proportional sampling or a minimum of eight grab aliquots composited into a single sample where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous maximum discharge limits.
- (2) Samples for oil and grease, temperature, specific conductance, pH, cyanide, phenols, sulfides and volatile organic compounds shall be obtained using grab collection techniques. For sampling required in support of a completed application, a baseline monitoring report and 90-day compliance reports described in subsections 27-309(e), 27-310(a) and 27-310(b), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities which historical sampling data do not exist; for facilities which sampling data are available, the POD may authorize a lower minimum. For the reports required by 27-310(c), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

- (3) All sample preservation procedures, container materials, maximum allowable holding times and analytical techniques to be submitted as part of any application or report required by this division shall be performed in accordance with the procedures and techniques specified in F.A.C. 62-625.600(1)(e)5.

SECTION 6. Subsections 27-309(e)(5) and (11) of the St. Petersburg City Code are hereby amended to read as follows:

- (5) The site plans, floor plans, mechanical and plumbing plans with sufficient detail to show all sewers, floor drains, sewer connections, and appurtenances and sample/monitoring locations in the user's premises by size, location and elevation
- (11) A laboratory analysis of a minimum of one sample of each regulated process flow and unregulated process flow for all limited pollutants suspected to be present in the flow. Laboratory analyses of samples of all dilute wastestreams and other nondomestic wastewater flows within the user's facility shall also be submitted. Each sample shall be representative of daily operations and shall be taken according to section 27-307(g). All samples shall be analyzed by a laboratory certified by DOH ELCP for environmental analysis, for all parameters limited by appropriate City or State pretreatment standards or national categorical pretreatment standards. All analyses shall be performed in accordance with procedures established by section 27-307(g)(3). A copy of the contracting laboratory report of all analytical results shall be submitted to the POD. Analytical results shall be reported as daily maximum or average concentrations or mass as required by the applicable standard or by the POD. If an equivalent concentration limit has been calculated in accordance with any established pretreatment standard, this adjusted concentration limit shall also be submitted. Where the pretreatment standard requires compliance with a BMP, the industrial user shall submit documentation as required by the POD or the applicable pretreatment standards to determine compliance with the pretreatment standard.

All sampling and analysis to be submitted must have been taken within six months of the date of the application for an IWDP. The POD may perform this sampling and analysis at the applicant's expense if no previous sampling and analysis has been performed within the six-month period prior to the date of the IWDP application.

SECTION 7. Subsections 27-309 (g) and (j) of the St. Petersburg City Code are hereby amended to read as follows:

(g) *Evaluation of applications and IWDP issuance.* Upon receipt of a complete application, the POD shall review and evaluate all data furnished by the SIU and may require additional data. After evaluation of the data furnished, the POD may issue the IWDP with appropriate permit conditions and requirements within 12090 days. Issuance of an IWDP shall

not relieve the user from complying with all other applicable State, federal and local laws, regulations and ordinances.

(j) *IWDP requirements and restrictions.* IWDPs shall be expressly subject to all provisions of this division and all other applicable ordinances, laws, regulations and user charges and fees established by the City. All IWDPs shall minimally include applicable national categorical pretreatment standards for new and existing sources as set out in 40 CFR subch. N, pts. 401 through 471. Other requirements and restrictions in IWDPs may include but shall not be limited to the following:

- (1) Effluent limits, including Best Management Practices, based on applicable pretreatment standards.
- (~~12~~) Limits on the characteristics and average and maximum allowable concentration of wastewater constituents including the application of the combined wastestream formula.
- (~~23~~) Calculated limits on the mean and maximum mass emission rates or production based mass limitations or other appropriate limits on wastewater constituents or properties.
- (~~34~~) Limits on the average and maximum rate and time of discharge or requirements for flow regulations and equalization.
- (~~45~~) Installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW.
- (~~56~~) Development and implementation of slug spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges.
- (~~67~~) Installation and maintenance by the user of suitable inspection and sampling facilities.
- (~~78~~) Specifications for monitoring programs which may include sampling location or locations, if more than one process stream is involved; frequency and method of sampling; flow metering; number; types and standards for analytical tests and reporting schedules.
- (~~89~~) Compliance schedules and compliance report requirements including submission dates.
- (~~910~~) Submission and certification of technical reports and periodic compliance reports to include information concerning volume, rate of flow, constituent concentrations, peak flow rates, production details, hours of operation, number of employees, or other information.
- (~~1011~~) Maintaining and retaining plant records relating to wastewater discharge as specified by the POD, and providing the POD access thereto.
- (~~112~~) Notification to the POD and obtaining prior written approval from the POD for any new introduction of wastewater constituents or any substantial planned change in production rate (ten percent or more) or in the volume or character of the wastewater constituents being discharged to the POTW.

- (~~12~~13) Notification to the POD of any change in the manufacturing processes or pretreatment processes used by the permittee.
- (~~13~~14) Notification to the POD of excessive, accidental or slug discharges.
- (~~14~~15) Provisions concerning observed concentration violations of any of the analytical data contained in periodic compliance reports.
- (~~15~~16) Provisions concerning the frequency of submission of certification statements for particular conditions of categorical regulations (e.g., control of TTO).
- (~~16~~17) The unit charge or schedule of user charges and fees for the wastewater to be discharged to a POTW.
- (~~17~~18) Effective and expiration dates and permit transfer requirements.
- (~~18~~19) Statement of applicable civil and criminal penalties for violations of pretreatment standards and requirements.
- (~~19~~20) Other conditions as deemed appropriate by the POD to ensure compliance with this division or other applicable ordinances, laws or regulations.

The permittee shall be responsible for all costs associated with satisfying IWDP conditions, requirements and restrictions.

SECTION 9. Section 27-310 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-310. Reporting requirements and retention of records for industrial wastewater discharge permit holders and other industrial users.

(a) *Baseline monitoring report (BMR).* A completed application for an IWDP shall contain more information than is required from an SIU for a BMR as defined in 40 CFR 403.12(b)(1) through (7) and F.A.C. 62-625.600(1)(a) through (g). The completed application shall be used by the City as the equivalent of a BMR and shall contain the elements described in 27-309(d) and (e).

(b) *Ninety-day compliance report.* If the application for an IWDP (or BMR) contains a compliance schedule as provided for in section 27-309(e)(14), within 90 days following the date for final compliance with applicable pretreatment standards, or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any SIU subject to pretreatment standards and requirements shall submit a report containing the information described in sections 27-309(e)(9) through (13).

(c) *Periodic compliance reports.* All permitted SIUs shall submit periodic compliance reports to the POD in accordance with the terms of their IWDP. All compliance reports shall be in accordance with the following:

- (1) Copies of all approved periodic compliance forms attached to the IWDP shall be completed and submitted to the POD. In addition, a copy of the analytical results

and chain of custody forms received from the contracting laboratory shall be attached to the report.

- (2) The specific months in which periodic compliance reporting is required shall be included in the IWDP of each SIU. This frequency shall equal or exceed the requirements of F.A.C. 62-625.600(4)(a) and (7)(a), and 40 CFR 403.12(e) and (h).
- (3) The POD may reduce the requirement in paragraph (2) above to a requirement to report no less frequently than once a year, unless required more frequently in the pretreatment standard, where the industrial user's total categorical wastewater flow does not exceed any of the following:
 - a. 0.01 percent of the design dry weather hydraulic capacity of the POTW, or 5000 gallons per day, whichever is smaller, as measured by a continuous effluent flow monitoring device unless the industrial user discharges in batches;
 - b. 0.01 percent of the design dry weather organic treatment capacity of the POTW and;
 - c. 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical pretreatment standard for which approved local limits were developed for a POTW in accordance with 27-307(d).

Reduced reporting is not available to industrial users that have in the last two years been in significant noncompliance, as defined in 27-302(a). In addition, reduced reporting is not available to an industrial user with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the POD, decreasing the reporting requirement for this industrial user would result in data that are not representative of conditions occurring during the reporting period.

- (34) The due date for submission of periodic compliance reports to the POD shall be the 30th day following the end of the month in which they are required by the ~~significant industrial user's~~ SIU'S IWDP. Reports submitted after the due date shall be accompanied by a \$50.00 late fee and may result in initiation of demand monitoring or other enforcement action by the City at the IWDP holder's expense. Reports submitted ~~30~~45 days or more after the due date shall result in the SIU being declared to be in significant noncompliance (SNC) with reporting requirements as required by Subsection 11 of the definition of SNC contained in section 27-302.
- (45) Industrial users shall complete each periodic compliance report utilizing data obtained through appropriate sampling and analysis performed during the period covered by the report, which is representative of conditions occurring during the reporting period. ~~The results of all discharge monitoring, whether or not required by the IWDP, shall be included in the report provided that test procedures approved by the approval authority are used.~~ If an industrial user subject to the reporting requirement in this section monitors any regulated pollutant at the approved sampling location more frequently than required by the POD, using the

procedures prescribed in section 27-307(g), the results of this shall be included in the report.

- (6) In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation required by the POD or the pretreatment standard necessary to determine the compliance status of the industrial user.
- (57) The POD shall approve and include in the IWDP the locations at which the industrial user shall collect samples required for periodic compliance reports. Monitoring locations may be changed only after prior written permission by the POD.
- (68) Sampling and analytical requirements for periodic compliance reports shall be performed in accordance with section 27-307(g). All analyses shall be performed by a laboratory certified by DOH ELCP for environmental analysis.
- (79) Together with every periodic compliance report, the permittee shall submit the following certification statement, signed by an authorized representative of the industrial user or designee. The exact wording of this statement shall be as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violation.

(d) *Notice of violation/repeat sampling and reporting.* If sampling performed by an SIU for a periodic compliance report indicates any violation as defined herein, the SIU shall submit the report and shall notify the POD immediately after becoming aware of the violation. The permittee shall repeat the sampling and analysis and submit the results of the repeat analysis to the POD within 30 days after becoming aware of the violation. Resampling by the SIU is not required if the POD performs sampling at the SIU's facility at least once a month, or if the POD performs sampling at the SIU between the time when the initial sampling was conducted and the time when the SIU or POD receives the results of the sampling. Where the POD has performed the sampling and analysis in lieu of the SIU, the POD will perform the repeat sampling and analysis unless it notifies the SIU of the violation and requires the SIU to perform the repeat sampling and analysis.

(e) *Report of City monitoring.* When an SIU authorizes the City to perform all sampling and analysis required by its IWDP, the City shall provide a copy of the results to the SIU. Under these circumstances, the SIU will not be required to submit periodic compliance reports to the City.

(f) *Report of changed conditions.* All industrial users are required to notify the POD of any planned significant changes to the industrial user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

- (1) The POD may require the industrial user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an IWDP application.
- (2) The POD may issue a new IWDP or modify an existing IWDP as required.
- (3) No industrial user shall implement the planned changed condition until and unless the POD has responded to the industrial user's report.
- (4) For purposes of this requirement flow increases of ten percent or greater, and the discharge of any previously unreported pollutants shall be deemed significant.

(g) *Reports of potential problems.*

- (1) All industrial users shall submit reports of potential problems and accidental spills/slugs to the POD as detailed in section 27-307(n)(4). Failure to notify the POD of potential problem discharges shall be deemed a separate violation of this division.
- (2) SIU's shall notify the POD immediately of any changes at its facility affecting the potential for a slug discharge.

(h) *Notification of the discharge of hazardous waste.* This subsection refers to all industrial users.

- (1) Any industrial user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, the FDEP pretreatment authorities and State hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information, to the extent such information is known and readily available to the industrial user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications must take place no later than 180 days after the discharge commences. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under subsection (f) of this section. The notification

requirement in this section does not apply to pollutants already reported under the reporting requirements of subsections (a), (b) and (c) of this section.

- (2) Dischargers are exempt from the requirements of subsection (h)(1) of this section during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of non-acute hazardous waste in a calendar month, or of any quantity of acute hazardous waste as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.
- (3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing and additional substance as a hazardous waste, the industrial user must notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (4) In the case of any notification made under this section, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(i) *Change of authorized representative of an industrial user.* Should the permittee's authorized representative change during the permit period because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the user, a completed copy of the approved authorization form attached to the IWDP for the new representative or position shall be submitted to the POD.

(j) *Report on compliance with categorical pretreatment standards.* Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the City a report containing the information described in section 27-309(e)(9), (10), (11), (12), and (13). For users subject to equivalent mass or concentration limits established in accordance with the procedures in F.A.C. 62-625.410(4), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production or other measure of operation, this report shall include the user's actual production during the appropriate period.

(k) *NSCIU annual certification.* A facility determined to be a NSCIU by the POD must annually submit the following certification statement signed by an authorized representative of the industrial user or designee. The exact wording of this statement shall be as follows:

Based on my inquiry of the person or persons directly responsible for Managing compliance with the Categorical Pretreatment Standards under 40CFR _____, I certify that, to the best of my knowledge and belief that during the period from : _____ to _____ (month, day, year):

- (1) The facility described as (facility name) met the definition of a NSCIU as described in 27-302(a);
- (2) The facility has complied with all applicable pretreatment standards and requirements during this reporting period; and
- (3) The facility did not discharge more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information:

[Insert documentation supporting a continued exemption].

(k) *Maintenance of records.* Any SIUs subject to the reporting requirements established in this section shall maintain records of all information resulting from any monitoring activities required by this section. Such records shall include for all samples:

- (1) The date, exact location, method and time of sampling, the names of the persons taking the samples, and chain of custody of the samples;
- (2) The dates analyses were performed;
- (3) Who performed the analyses;
- (4) The analytical techniques/methods used; and
- (5) The results of such analyses.

(h) *Retention of records.* Any SIU subject to the reporting requirements established in this section shall be required to retain for a minimum of three years' records of all submitted periodic compliance reports, documentation associated with BMP's and any other such monitoring activities and/or analytical data pertaining to these reports, whether or not such monitoring activities are required by this section, and shall make such records available for inspection and copying by the POD, State or EPA. This period of retention shall be extended during the course of any unresolved litigation regarding the industrial user or when requested by the POD, the State or EPA upon reasonable notice to the permittee.

(m) *Confidentiality.* Information and data on a user obtained from reports, questionnaires, IWDP applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user stamps the words "confidential business information" on each page containing such information at the time of submission, and is able to demonstrate to the satisfaction of the POD that the release of this specific material, would divulge information, processes or methods of production entitled to protection as trade secrets under applicable State law. Those portions of any document identified in writing by the permittee as disclosing trade secrets or secret processes shall not be

made available to the public until after notice has been provided to the user and the user has had at least ten days to file an action in a court of competent jurisdiction to determine that they are not subject to disclosure. These documents shall, however, be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined by 40 CFR 2.302, will not be recognized as confidential information and will be available to the public without restriction.

(n) *Industrial users other than SIUs.* Any industrial user whose wastewater discharge may be reasonably expected to have a deleterious impact on the receiving POTW, as determined by the POD, shall, if required, submit a report to the POD containing specified analyses of its wastewater discharge.

(o) *Timing.* Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the U.S. Postal Service, the date of receipt of the report shall govern. Faxed copies of the report will only be accepted if the complete original report is received by the City within five working days of the fax copy.

SECTION 10. Subsections 27-311 (a) and (f) of the St. Petersburg City Code are hereby amended to read as follows:

(a) *Entry.* All users of the POTW shall allow the POD ready access at all reasonable times to all parts of the premises for the purpose of inspection, observation, records examination, measurement, sampling and testing in accordance with the provisions of this division. The refusal of any user to permit the POD entry to or upon the user's premises for purposes of inspection, sampling effluents or inspecting and copying records or performing such other duties as shall be required by this division shall constitute a significant violation of a condition of the user's IWDP and the terms of this division. Unreasonable delays in allowing the POD access to the user's premises shall be deemed a refusal of entry.

(f) *Monitoring facilities.* The POD may require any user to install and maintain at the user's expense a suitable control manhole together with necessary approved meters, flow apparatus and other appurtenances in the building sewer and/or internal drainage systems to facilitate observation, sampling and measurement of the wastestream. All devices used to measure the wastewater flow and quality shall comply with DEP-SOP-001/01 (March 31, 2008). Such facility shall be accessible, safely located and constructed in accordance with plans reviewed and accepted by the POD. The monitoring facility shall be situated on the user's premises unless the use of an existing monitoring facility on City property is approved by the POD in writing. Such approval may be revoked at any time and the user required to provide suitable monitoring facilities on his own property. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the POD and shall not be replaced. The costs of clearing such access shall be borne by the user.

SECTION 11. Subsection 27-312(a)(5) of the St. Petersburg City Code is hereby amended to read as follows:

- (5) Once an SIU has received an administrative surcharge of \$500.00 and a final compliance schedule:
- a. Failure of the SIU to implement the final compliance schedule within ten working days of receiving the schedule may cause the POD to revoke the IWDP, terminate the SIU's sewer service, take further enforcement action against the user and seek to fine the SIU ~~in~~ an amount ~~not to exceed of~~ \$1,000.00 per violation.
 - b. If the SIU complies with the final compliance schedule within the specified time period, the POD may cease further enforcement action.
 - c. If the POD determines that compliance has not been achieved after the time specified in the final compliance schedule, or no response has been received from the SIU, the POD may revoke the IWDP, terminate the SIU's sewer service and seek to fine the SIU ~~in~~ an ~~the~~ amount not less than ~~to exceed of~~ \$1,000.00 per violation.

SECTION 12. Section 27-312 of the St. Petersburg City Code is hereby amended by adding new subsections (m), (n) and (o), to read as follows:

(m) Cease and desist order. When the POD finds that the user has violated, or continues to violate, any provision of this ordinance, an individual IWDP, or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the POD may issue an order to the user directing to cease and desist all such violations and directing the user to:

- (1) Immediately comply with all applicable requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(n) Remedies Not Exclusive. The remedies provided for in this ordinance are not exclusive. The POD may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the POD may take other action against any user when the circumstances warrant. Further, the POD is empowered to take more than one enforcement action against any noncompliant user.

(o) Violations and Penalties. Any user who has violated, or continues to violate, any provision of this ordinance, an IWDP, or order issued hereunder, or any other pretreatment

standard or requirement shall be subject to enforcement as authorized in Chapter 1 of this Code and the City shall have the authority to seek or assess a civil or criminal penalty in an amount not less than \$1,000 per violation, per day in accordance with applicable state and federal law. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

SECTION 13. Subsection 27-313(a)(1) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-313. - Affirmative defenses to discharge violations.

(a) *Upset.*

(1) An upset does not constitute noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation. An upset shall constitute an affirmative defense to an action brought for noncompliance with pretreatment standards if the requirements of subsection (a)(2) of this section, are met.

SECTION 14. Subsection 27-313 (c) of the St. Petersburg City Code is hereby amended to read as follows:

(c) *Bypass.*

(1) *Notice.*

- a. If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the POD, at least ten days before the date of the bypass. If the industrial user does not know of the need for a bypass ten days prior to the bypass then the industrial user shall notify the POD immediately upon knowledge of the need for the bypass.
- b. An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the POD within 24 hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps being taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.

(2) *Exceptions.*

- a. Bypass is prohibited, and the POD may take an enforcement action against a user for a bypass, unless:
 1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage as defined herein;
 2. There were no technically feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 3. The user submitted notices as required under subsection(c)(1)(2)a.1. of this section.
- b. The POD may approve an anticipated bypass, after considering its adverse effects, if the POD determines that it will meet the three conditions listed in subsection (c)(2)a. of this section.

(3) Allowable Bypasses. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (c)(1) and (2) of this section.

(34) *User liable for damage.* In the event of an unavoidable bypass, the industrial user shall not be relieved of any liability for damage to the POTW.

SECTION 15. That the unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 16. That words in ~~struck through~~ type are deletions from the existing St. Petersburg City Code and words that are underlined are additions.

SECTION 17. This ordinance shall become effective upon the latter of the following occurrences:

1. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk.

2. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter or this ordinance is vetoed by the Mayor in accordance with the City Charter but City Council overrides the veto in accordance with the City Charter, this ordinance shall become effective upon receipt of notice from the Florida Department of Environmental Protection granting final approval of the ordinance.

LEGAL:



City Attorney (designee)

INDUSTRIAL PRETREATMENT PROGRAM ORDINANCE REVISION

**Amending Chapter 27 Division 3 of Article
III of the St. Petersburg City Code relating
to the Industrial Pretreatment Program**

PURPOSE OF THE INDUSTRIAL PRETREATMENT PROGRAM (IPP)

- The IPP is the regulating authority over industries that discharge to the City's wastewater collection and treatment systems.
- Prohibits the discharge of strong wastes to protect the wastewater systems and the environment.
- The IPP regulates and enforces discharge rules according to Federal and State guidelines.

REASON FOR THE REVISION

- The USEPA revised the General Pretreatment Regulations (40 CFR Part 403), these changes are known as “The Streamlining Rule”.
- The State DEP adopted the Streamlining Rule in 2010, thereby revising Ch62-625 of FAC requiring changes to municipal Sewer Use Ordinances.

BACKGROUND INFORMATION

- The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users and Control Authorities without adversely affecting environmental protection.
- None of the 28 current Industrial Users in the City will be adversely impacted (financially or operationally) by the proposed revisions.

INCLUDED OPTIONAL ITEMS

Additional classifications of Industrial Users:

- Non-significant Categorical Industrial User.
- “Middle-Tier” Categorical Industrial User.

Allows for FOG analysis.

These classifications include users posing minimal potential to generate harmful wastes:

- Employing state of the art pretreatment methods.
- Have miniscule discharge quantities.
- Proven track record of compliance.

OPTIONAL ITEMS (2)

- Allows the City to focus oversight on Industrial Users with the greatest potential to harm collection and treatment facilities and the environment.
- Optional classifications only assigned to Industrial Users after detailed evaluation by the City's Industrial Pretreatment staff.

BENEFITS TO THE CITY

- Revised City Code will bring the City's IPP into compliance with Federal and State regulations.
- Optional categories could encourage industrial development.
- Existing industries could be motivated to improve pretreatment technologies.

IMPLEMENTATION SCHEDULE

The Revised Ordinance is “pre-approved” by FDEP.

When passed by City Council, the Ordinance is advertised for a 30 day comment period.

At the end of this period, the State approves the revision making it effective.

Attached documents for item Proposed text amendments to the Local Government Comprehensive Plan made pursuant to Chapter 163, Part II. F.S. (City File LGCP 2012-01)

ST. PETERSBURG CITY COUNCIL

Meeting of February 21, 2013

- TO:** The Honorable Karl Nurse, Chair, and Members of City Council
- SUBJECT:** **City File LGCP-2012-01:** Proposed text amendments to the Local Government Comprehensive Plan made pursuant to Chapter 163, Part II, F.S.
- REQUEST:** (A) ORDINANCE 59-H amending the Comprehensive Plan pursuant to Chapter 163, Part II, F.S., related to the adoption of text amendments to the Future Land Use Element, Capital Improvements Element, Intergovernmental Coordination Element and Public School Facilities Element.
- (B) ORDINANCE 60-H amending the Comprehensive Plan pursuant to Chapter 163, Part II, F.S., related to adoption of text amendments to the Potable Water Subelement, Capital Improvements Element and Transportation Element.

Detailed analysis of the proposed amendments is provided in the attached Staff Report (City File LGCP-2012-01).

RECOMMENDATION:

Administration: The Administration recommends APPROVAL of the attached ordinances.

Planning & Visioning Commission: The Planning & Visioning Commission (PVC) conducted a public hearing pertaining to these amendments on November 13, 2012 and voted unanimously (5 to 0) to recommend approval.

City Council Action: On December 6, 2012 the City Council conducted the first reading and first public hearing, set the second reading and adoption public hearing for February 21, 2013 and approved the transmittal of the staff report and proposed ordinances for state, regional and local review.

Public Input: The Planning & Economic Development Department has not received any phone calls, visitors or correspondence regarding these amendments.

External Agency Review: As with all Comprehensive Plan text amendments, the staff report and proposed ordinances were transmitted to the following entities for review (referred to as "external agencies"): Florida Department of Economic Opportunity (DEO), Florida Department of Transportation (FDOT, District 7), Florida Department of State, Florida Department of Environmental Protection, Florida Department of Education, Southwest Florida Water Management District (SWFWMD), Tampa Bay Regional Planning Council (TBRPC) and the Pinellas County Planning Department. The following is a summary of the correspondence received from the external agencies:

1. January 2, 2013: **Southwest Florida Water Management District (SWFWMD)** – Minor comment related to whether the City has considered the reclaimed water projects identified in the Regional Water Supply Plan. The District’s letter, and the Water Resources Department response, is attached.
2. January 2, 2013: **Florida Department of Education** – No Comments
3. January 18, 2013: **Florida Department of Economic Opportunity** – No Comments
4. January 23, 2013: **Florida Department of Transportation** – No Comments
5. January 24, 2013: **Pinellas County** – No Comments
6. January 25, 2013: **Tampa Bay Regional Planning Council** – Amendments are consistent with the SRPP

Recommended City Council Action: It is recommended that the City Council: 1) CONDUCT the second reading and second public hearing for the proposed ordinances; AND 2) ADOPT the ordinances.

Attachments: Proposed Ordinances, SWFWMD Comment Letter and City Response, draft PVC minutes, Staff Report and Data & Analysis

ORDINANCE NO. 59-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING CHAPTER 3, THE FUTURE LAND USE ELEMENT, TO AMEND REFERENCES TO SCHOOL CONCURRENCY; AMENDING CHAPTER 10, THE CAPITAL IMPROVEMENTS ELEMENT, TO AMEND REFERENCES AND CERTAIN OBJECTIVES AND POLICIES RELATED TO SCHOOL CONCURRENCY; AMENDING CHAPTER 11, THE INTERGOVERNMENTAL COORDINATION ELEMENT, TO AMEND REFERENCES AND CERTAIN OBJECTIVES AND POLICIES RELATED TO SCHOOL CONCURRENCY; AMENDING CHAPTER 13, THE PUBLIC SCHOOL FACILITIES ELEMENT, TO DELETE FIGURES 1, 2, 3 AND 12, AS DEPICTED IN EXHIBITS 1, 2, 3 AND 4 AND TO AMEND CERTAIN GOALS, OBJECTIVES AND POLICIES; RENUMBERING OF CERTAIN OBJECTIVES AND POLICIES IN THE PUBLIC SCHOOL FACILITIES ELEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 21, 2008, the City of St. Petersburg, Florida (“City”) adopted a Public School Facilities Element (Ordinance 850-G) implementing school concurrency; and

WHEREAS, the Community Planning Act (HB 7207) amended Section 163.3177, F.S. in 2011, eliminating the requirement of implementing school concurrency; and

WHEREAS, on September 7, 2011, the Pinellas Schools Collaborative reviewed the changes to Chapter 163, F.S. and recommended discontinuing the implementation of school concurrency, as significant coordination exists already between local governments and the school district; and

WHEREAS, amendments are therefore required to the Public Schools Facilities Element of the Comprehensive Plan in order to eliminate references to school concurrency; and

WHEREAS, corresponding amendments are also required to the Future Land Use Element, Intergovernmental Coordination Element and Capital Improvements Element of the Comprehensive Plan dealing with the requirements of implementing school concurrency, changes to the school interlocal agreement and to provide internal consistency within the City’s Comprehensive Plan; and

WHEREAS, the Planning & Visioning Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on November 13, 2012, and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Planning & Visioning Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are advisable and in the best interests of the City; now, therefore,

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Objective LU5 within Chapter 3 of the City of St Petersburg Comprehensive Plan is amended to read:

OBJECTIVE LU5:

The City shall coordinate the provision of the following facilities and services concurrent with the needs of the existing and future land uses consistent with the adopted minimum level of service standards contained in this Comprehensive Plan;

- | | |
|-------------------|--|
| 1. Drainage | 5. Recreation/Open Space |
| 2. Solid Waste | 6. Roadways |
| 3. Potable Water | 7. Mass Transit |
| 4. Sanitary Sewer | 8. Public School Facilities |

Section 2. Chapter 10 of the City of St. Petersburg Comprehensive Plan is amended to read:

Issue: Construction of needed improvements

Under the adopted LOS standards, sufficient capacity exists for the following facilities: potable water, sanitary sewer, recreation/open space, ~~public school facilities~~ and transportation (see individual elements of the Comprehensive Plan). However, rehabilitation and upgrading is necessary for components of sanitary sewer, potable water, and recreational facilities. To increase the drainage LOS standard beyond existing conditions approximately \$65 million is budgeted for improvements. In addition, the City has sufficient funds to correct any deficiencies on City roads. To increase safety on the Airport site, several capital improvements were identified.

ISSUE: Adequate provision of public facilities

Development activities on available vacant land will have a negligible effect on the City's sanitary sewer facilities because the City is about 95 percent built out. However, land use amendments may alter demand projections and potentially create a capacity deficit. Therefore, level of service standards have been established for sanitary sewer, drainage, potable water, solid waste, traffic circulation, recreation/open space, ~~public school facilities~~ and mass transit facilities. In addition, conservation of important resources, such as potable water, can be promoted. Further, the level of service may be raised to improve service and overall quality of life in St. Petersburg.

ISSUE: ~~Coordination of land development with public school facilities~~

~~The City shall continue to coordinate its residential development approvals with the School District in order to ensure sufficient student capacity in the public school system.~~

OBJECTIVE CI6:

~~The City, in coordination with the School District, shall ensure that the capacity of public schools is sufficient to support the anticipated students from residential site plans and final residential subdivision approvals consistent with the adopted level of service standard for public schools.~~

Policies:

CI6.1 ~~The City shall utilize the following level of service standard for public school facilities, which shall be applied consistently district wide by the School District and by the local governments within Pinellas County that signed the Public Schools Interlocal Agreement (the partner local governments):~~

District-wide Level of Service Standard: ~~Student enrollment plus vested students divided by Florida Inventory of School Houses (FISH) School Capacity plus additional capacity does not exceed 100 percent. This level of service standard shall apply to each type of public school facility.~~

CI6.2: ~~Amendments to the adopted level of service standard shall be accomplished using the procedure contained in Section 10 of the Public School Facilities Interlocal Agreement.~~

CI6.3: ~~The *School Capacity and Level of Service Report*, prepared by the School District, approved by the School Board, and delivered to the City no later than November 30th of each year, and as adjusted throughout the year based on the official student enrollment count of the fall semester and the estimated number of vested students, shall be utilized by the City as the basis for assessing the existing level of service conditions and the available capacity within each Concurrency Service Area.~~

CI6.4: ~~By December 1st of each year, the City shall adopt by reference the School District's Five Year Work Program to ensure the level of service standard is achieved and maintained during the period covered by the five year schedule within the Capital Improvements Element.~~

CI6.5: ~~The School Board, in coordination with the partner local governments, will use the procedure in Section 3(a) of the Public Schools Interlocal Agreement to annually update the District's Five Year Work Program to maintain a financially feasible capital improvements program that is able to achieve and maintain the adopted level of service standard within the period covered by the five year schedule.~~

CI6.6: ~~The City hereby adopts by reference the School District's Five Year Work Program for FY 2011/12 through 2015/16, as adopted by the School Board on September 13, 2011.~~

Renumbering OBJECTIVE CI7 and Policies CI7.1 and CI7.2 as OBJECTIVE CI6 and Policies CI6.1 and CI6.2.

The concurrency requirement is applicable to the following ~~eight~~ seven public facilities: potable water; sanitary sewer; solid waste; drainage; traffic circulation; recreation and open space; ~~schools~~; and, mass transit.

10.3.2.3 Concurrency Management System

St. Petersburg shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of development. Prior to the issuance of a development order and development permit, the Concurrency Management System shall insure that the adopted LOS standards required for potable water, sanitary sewer, solid waste, drainage, traffic circulation, recreation and open space, ~~schools~~, and mass transit are maintained.

10.3.2.4 Level of Service Standards

For the purpose of issuance of development orders and permits, St. Petersburg shall adopt LOS standards for public facilities and services within St. Petersburg for which St. Petersburg has authority to issue such development orders and permits. For the purpose of concurrency, these public facilities and services include potable water, sanitary sewer, solid waste, drainage, traffic circulation, recreation and open space, ~~schools~~ and mass transit. If St. Petersburg desires to include in the Comprehensive Plan other public facilities and services for which LOS standards are adopted, the Comprehensive Plan shall state whether or not the LOS standard must be met

prior to the issuance of a development order or permit. If the LOS standard must be met, the facility or service must be subject to the concurrency management system.

6. ~~For public school facilities, the City shall meet the concurrency requirements by ensuring that the standards noted within Chapter 13, the Public School Facilities Element of the Comprehensive Plan, are met.~~

Section 3. Section 11.1 INTRODUCTION within Chapter 11 of the City of St Petersburg Comprehensive Plan is amended to read:

11.1 INTRODUCTION

Each element of St. Petersburg's *Comprehensive Plan* addresses intergovernmental coordination. The purpose of the Intergovernmental Coordination element is to identify and recommend resolutions to incompatible goals, objectives, policies and proposed development, and respond to the needs for coordination with adjacent local governments, state and regional agencies.

The issue areas for which intergovernmental coordination are addressed are taken directly from the St. Petersburg *Comprehensive Plan* elements. In addition to Intergovernmental Coordination, these elements are: Vision; Future Land Use; Transportation; Housing; Sanitary Sewer/Solid Waste/Drainage/Potable Water/Aquifer Recharge; Conservation; Coastal Management; Recreation and Open Space; ~~Public School Facilities~~; Historic Preservation; and Capital Improvements.

Each element addresses issues which may be derived from a problem or need related to the goals, objectives, policies and development proposed in the Elements with the plans of other entities; regional goals and policies described in the *Future of the Region: A Strategic Regional Policy Plan for the Tampa Bay Region*; the State Comprehensive Plan; and other plans including the State Land Development Plan, the State Water Use Plan and the Florida Department of Transportation's 5-Year Transportation Plan. These issues may be existing or anticipated.

Primary issue areas can be summarized as follows:

1. land use
2. resource management
3. transportation
4. utilities
5. capital improvements and fiscal issues
6. public accountability

This element provides a formal mechanism for coordination between the elements and a mechanism to determine and respond to the need for coordination processes and procedures with adjacent local governments, regional and state agencies as required by Chapter 163, F.S., ~~and Chapter 9J-5, Florida Administrative Code (F.A.C.).~~

Section 4. Section 11.2 within Chapter 11 of the City of St. Petersburg Comprehensive Plan is amended to read:

ISSUE: Coordination of the public school planning process

School planning processes will be coordinated with other local governments to ensure adequate school capacity.

OBJECTIVE IC5:

The City shall continue to coordinate its Comprehensive Plan with plans of the School Board of Pinellas County and other local governments through participation in joint planning processes and procedures.

Policies:

IC5.1: The City shall implement the Public Schools Interlocal Agreement in coordination with the School District and the other local governments that are signatories to the Agreement (the partner local governments).

IC5.2: ~~In fulfillment of Section 8 of the Public Schools Interlocal Agreement, t~~The City shall continue its participation on the Pinellas Schools Collaborative as a means of facilitating planning and coordination among local governments and the School Board, ~~which shall meet at least once a year to evaluate implementation of the Public Schools Interlocal Agreement and school concurrency, and propose amendments for improvement if deemed necessary.~~

IC5.3: ~~The City, the School District, and the partner local governments shall coordinate annually in preparing a staff report on the effectiveness of school concurrency that will be presented at the annual meeting of the Pinellas Schools Collaborative, with the annual *School Capacity and Level of Service Report* forming the basis for the staff report.~~ The City may include a Public School Facilities Element as part of its adopted Comprehensive Plan and will coordinate with the School District to maintain data useful for coordinated planning between local governments and the School Board.

IC5.4: ~~The City, the School District, and the partner local governments shall coordinate in amending the Public School Facilities Element according to the procedures in Section 10 of the Public Schools Interlocal Agreement, to ensure that the Public School Facilities Element within the local government comprehensive plans remains coordinated and consistent with one another and with the plans of the School Board.~~

IC5.5: ~~The City, through the implementation of its concurrency management system and the Public Schools Interlocal Agreement, shall coordinate and share information with the School District and the Pinellas County Planning Department to determine whether~~

~~there is available public school capacity to support the anticipated students from residential site plans and final residential subdivision approvals.~~

~~IC5.6: The City, its partner local governments, and the School District shall cooperate in establishing a procedural manual for implementation of school concurrency. This manual and any subsequent changes to the manual will be developed by the School Planning Workgroup and approved by the Pinellas Schools Collaborative.~~

IC5.47: The City shall coordinate with the School Board of Pinellas County to implement the public educational facilities siting requirements of Chapter 163 and Chapter 1013, F.S., as stipulated in Section 4 of the Public Schools Interlocal Agreement filed on April 24, 2007, or as it may be subsequently amended.

Section 5. Chapter 13 of the City of St. Petersburg Comprehensive Plan is amended to read:

PUBLIC SCHOOL FACILITIES ELEMENT

13.1 INTRODUCTION

The public school system in Pinellas County is based on a countywide district, encompassing all of the municipalities within the County and the unincorporated area.

In 2005, the Florida Legislature passed Senate Bill 360, mandating that concurrency be established for public school facilities not granted an exemption. School concurrency requires that a community's adopted level of service standard for public schools is met, or a developer executes a legally binding commitment to provide mitigation proportionate to the demand created by the proposed development, before development orders are issued. The Florida Statutes require that local governments that have exceeded a certain minimum level of growth over the past five years, develop and adopt a Public School Facilities Element (PSFE), which forms the basis for implementing school concurrency and other subjects addressed in the updated Public Schools Interlocal Agreement that was entered into between the School Board, twelve municipalities, and Pinellas County.

In response to this mandate, Pinellas County, together with the School District and all municipalities served by the Pinellas County School District that are required to implement school concurrency, began the process of creating a PSFE. A School Planning Workgroup was formed in January 2006 to address this new requirement, and included staff from each affected local government, the School District, and the Pinellas Planning Council. The Pinellas Schools Collaborative was formed from the 1906 Committee that prepared the original Public Schools Interlocal Agreement, which was executed in April 2003. The Collaborative consists of elected officials from Pinellas County, twelve municipalities, and the School Board. Together, the Workgroup and the Collaborative developed the updated Public Schools Interlocal Agreement, agreeing to create one PSFE that each local government would be able to adopt. This use of a single PSFE would ensure that there was consistency throughout the local governments and that development could be tracked countywide, further ensuring that public school facilities would

not be adversely affected by additional development and redevelopment. The Workgroup and the Collaborative met numerous times to develop the updated Interlocal Agreement, and later the Element itself.

House Bill 7207, known as the Community Planning Act (Chapter 2011-139, Laws of Florida) was signed into law on June 2, 2011. This new law deleted the requirement for a public school facilities element and made school concurrency optional. School concurrency is proposed for elimination not only because of the new statutory requirements but also because of significantly reduced student enrollment and an already existing system of intergovernmental coordination of school planning efforts which has been in place since 2003.

13.2 GOALS, OBJECTIVES AND POLICIES

GOAL

THROUGH PARTNERSHIPS AND EFFECTIVE COLLABORATION AMONG THE LOCAL GOVERNMENTS AND THE PINELLAS COUNTY SCHOOL DISTRICT, AND BECAUSE OF A SHARED COMMITMENT TO EDUCATIONAL EXCELLENCE, ALL STUDENTS OF THE PINELLAS COUNTY SCHOOL DISTRICT SHALL BE PROVIDED THE OPPORTUNITY FOR HIGH STUDENT ACHIEVEMENT THROUGH THE AVAILABILITY OF HIGH QUALITY PUBLIC EDUCATIONAL FACILITIES. (~~Rule 9J 5.025 (3) (a), F.A.C~~)

OBJECTIVE PS1:

The City, its partner local governments, and the School District agree to coordinate and base their plans upon consistent projections of population growth and student enrollment, and will coordinate in sharing of information on proposed school facility changes, certain planned infrastructure improvements, and proposed land use plan amendments and/or rezonings that increase or decrease residential densities. (~~Rule 9J 5.025(3)(b)5, F.A.C. & Section 163.31777(2)(a) and Section 163.31777(2)(b), F.S.~~)

Policies:

PS1.1 The City, its partner local governments, and the School District, will utilize population growth projections prepared by the Pinellas County Metropolitan Planning Organization's Technical Coordinating Committee, when developing their plans and student enrollment projections, consistent with Section 2 of the Public Schools Interlocal Agreement.

PS1.2 To ensure that land use and zoning decisions are adequately coordinated with public school facility planning, the City shall continue to notify the School District of all Local Planning Agency hearings where land use plan amendments and/or rezonings will be considered that increase or decrease residential densities. (~~Section 163.31777(2), F.S.~~)

- PS1.3 The City shall inform the School District in advance of infrastructure projects that will restrict vehicular or pedestrian accessibility to public schools with sufficient time for School District review and comment, in compliance with Section 3(b) of the Public Schools Interlocal Agreement. An example would be infrastructure projects that would disrupt the use of sidewalks that are utilized by students accessing public school facilities.
- PS1.4 The School District shall notify the City of the need for on-site or off-site improvements to support new, proposed expansion, or redevelopment of existing schools within the jurisdiction of the City. Thereafter, representatives of the School District and the City will meet and determine the responsibility for making such improvements and identify other agencies that should be involved. The School District and the City will then meet with the other agencies to coordinate the completion of the on-site and off-site improvements, in accordance with Section 5 of the Public Schools Interlocal Agreement. (~~Section 163.31777(2)(d), F.S. & Rule 9J-5.025(3)(e)5, F.A.C~~)
- PS1.5 The City and the School District shall utilize student generation rates developed by the School District for purposes of calculating the anticipated number of public school students that would be generated when evaluating proposed future land use plan amendments, rezonings, residential site plans and final residential subdivision approvals.

OBJECTIVE PS2:

~~The City, through implementation of its concurrency management system for public school facilities, and in coordination with the School District, shall ensure that there is available public school capacity to support the anticipated students from residential site plans and final residential subdivision approvals (“Residential Approvals”) consistent with the adopted level of service standard for public school concurrency throughout the five years covered by the Five Year Work Program, as amended, and the period of the long range planning program contained in the Public School Facilities Element. (Rule 9J-5.025(3)(b)2, F.A.C.)~~

Policies:

- ~~PS2.1 The City hereby adopts, consistent with Section 11 of the Public Schools Interlocal Agreement, the following level of service standard, which shall be applied consistently district wide by all partner local governments within Pinellas County and by the School District.~~

~~**District-wide Level of Service Standard:** Student enrollment plus vested students divided by Florida Inventory of School Houses (FISH) School Capacity plus additional capacity does not exceed 100 percent. This level of service standard shall apply to each type of public school facility.~~

- ~~PS2.2 If the utilization rate established by the State Requirements for Educational Facilities (SREF) is changed and it will impact how the School District determines school capacity, the School District will notify all partner local governments of the change.~~
- ~~PS2.3 Amendments to the adopted level of service standard shall be accomplished using the procedure contained in Section 10 of the Public Schools Interlocal Agreement.~~
- ~~PS2.4 School concurrency shall be measured and applied on the basis of Concurrency Service Areas, as established by the School Board and as documented in the data and analysis support section of the Public School Facilities Element. (Rule 9J-5.025(3)(e)1, F.A.C.)~~
- ~~PS2.5 The School Board shall maximize school capacity through program adjustments and/or through adjustments to Concurrency Service Area boundaries, consistent with Section 12 of the Public Schools Interlocal Agreement, to ensure that each Concurrency Service Area will, in the aggregate, operate at the adopted level of service standard throughout the five year period covered by the Five Year Work Program, as amended. (Rule 9J-5.025(3)(e)1, F.A.C. & Section 120.54, F.S.)~~
- ~~PS2.6 When adjusting Concurrency Service Area boundaries, the School Board shall take into consideration the factors identified in Section 12 of the Public Schools Interlocal Agreement. (Rule 9J-5.025(3)(e)1, F.A.C.)~~
- ~~PS2.7 Consistent with Sections 1002.33(1) and 1002.33(2), F.S., the City and the School District shall recognize charter schools as public school facilities. Such facilities shall serve to expand the school capacity of the School District and are a potential option for mitigating the impact that new Residential Approvals may have on public school facilities.~~
- ~~PS2.8 The City, its partner local governments, and the School District shall utilize the uniform, district-wide procedure in Section 13 of the Public Schools Interlocal Agreement to implement school concurrency within their respective jurisdictions.~~
- ~~PS2.9 The City and the School District shall utilize the *School Capacity and Level of Service Report*, prepared by the School District, approved by the School Board, and delivered to the City, no later than November 30th of each year, and as adjusted throughout the year based on the official student enrollment count of the fall semester and the estimated number of vested students, as the basis for assessing the existing~~

~~level of service conditions and the available capacity within each Concurrence Service Area.~~

- ~~PS2.10 In order to facilitate the accurate annual assessment of projected public school facility capacity, the City shall, throughout the year, notify the Pinellas County Planning Department of development permits, including certificates of occupancy issued for new dwelling units and expired school concurrency Residential Approvals, that affect the availability of school capacity, consistent with Section 13 of the Public Schools Interlocal Agreement, so that an estimate of the number of vested students can be maintained for school concurrency purposes. (Section 163.31777(2)(b), F.S.)~~
- ~~PS2.11 A school concurrency Residential Approval shall be valid for purposes of the issuance of development orders or permits for 24 months from the date of issuance.~~
- ~~PS2.12 If the School District determines that, in the aggregate, there is Available Capacity in the affected Concurrence Service Area and in the contiguous Concurrence Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate level of service would be provided and the Residential Approval shall be issued a School Concurrence Approval by the City.~~
- ~~PS2.13 In accordance with Section 13 of the Public Schools Interlocal Agreement, if the School District determines that there is not Available Capacity within an affected Concurrence Service Area to accommodate the estimated number of students that would be generated by a proposed Residential Approval and maintain the adopted level of service standard, then the School District shall consider whether there is Available Capacity in the contiguous Concurrence Service Area(s). (Rule 9J-5.025(3)(e)8, F.A.C.)~~
- ~~PS2.14 If the School District determines that, in the aggregate, there is not Available Capacity within an affected Concurrence Service Area and the adjacent Concurrence Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, a proposed Residential Approval will not proceed without execution of a legally binding development mitigation agreement between the applicant, the School Board, and the City designed to mitigate the impacts anticipated to be caused by the proposed Residential Approval on public school facilities, consistent with Section 163.3180, F.S., and Section 13 of the Public Schools Interlocal Agreement. The applicant and the School Board shall attempt to negotiate a development mitigation agreement. If the applicant and the School Board are unable to agree on an acceptable form of mitigation, the City may utilize the conflict resolution provision in Section 14 of the Public Schools Interlocal Agreement to attempt to resolve the impasse.~~
- ~~PS2.15 A development mitigation agreement shall include the applicant's commitment to continue to renew the development agreement until the mitigation is completed as determined by the School Board or as determined through the conflict resolution~~

~~procedures provided for in Section 14 of the Public Schools Interlocal Agreement, if applicable. (Rule 9J 5.025(3)(e)9, F.A.C.)~~

~~PS2.16 Acceptable forms of proportionate share mitigation that may be allowed by the School Board and the standards that determine the appropriate use of any mitigation funds required by the School District are identified in Section 13 h. of the Public Schools Interlocal Agreement. (Rule 9J 5.025(3)(e)9, F.A.C.)~~

~~PS2.17 The City and the School District shall utilize student generation rates developed by the School District for purposes of calculating the anticipated number of public school students that would be generated by Residential Approvals and for developing student enrollment projections. (Rule 9J 5.025(3)(e)3, F.A.C. & Section 163.31777, F.S.)~~

~~PS2.18 Prior to the utilization of new student generation rates, the City, through its participation on the School Planning Workgroup, will have the opportunity to review and comment on the proposed student generation rates developed by the School District before they are finalized by the District. (Rule 9J 5.025(3)(e)3, F.A.C.)~~

OBJECTIVE PS3:

~~The City's five year schedule of capital improvements shall include those projects necessary to address any existing public school facility deficiencies and future public school facility needs consistent with the adopted level of service standard. (Rule 9J 5.025(3)(b)1 and Rule 9J 5.025(3)(b)3, F.A.C.)~~

Policy:

~~PS3.1 By December 1st of each year, the City shall amend its Capital Improvements Element to incorporate, by reference, the updated School District Five Year Work Program adding a new fifth year to maintain a financially feasible capital improvements program and to ensure the level of service standard will continue to be achieved and maintained throughout the subsequent five year planning period. (Rule 9J 5.025(3)(e)2, F.A.C. & Section 163.3177(3)(b)1, F.S.)~~

OBJECTIVE PS2:4:

~~The City shall practice effective intergovernmental coordination with its partner local governments and the School District to ensure coordination of that land use plans, development approvals, and capital facilities planning. are coordinated with the availability of public school facilities. (Rule 9J 5.025 (3)(b)4, F.A.C.)~~

Policy:Policies:

~~PS2.14.1 The City shall appoint one elected official to represent the City's interest to the Pinellas Schools Collaborative ("Collaborative"). The Collaborative shall provide~~

oversight, coordination and direction regarding ~~the conduct of the school concurrency process and~~ implementation of the Public Schools Interlocal Agreement.

- PS4.2 ~~The City, the School District, and partner local governments shall coordinate annually in preparing a staff report on the effectiveness of school concurrency that will be presented at the annual meeting of the Collaborative, with the annual *School Capacity and Level of Service Report* forming the basis for the staff report.~~
- PS4.3 ~~The City shall coordinate with the Pinellas County Planning Department in the maintenance of a countywide residential development tracking system, by providing necessary and timely development data, including demolitions and vested development data, required to accurately assess the impact of Residential Approvals on available school capacity.~~
- PS4.4 ~~Amendment of the Public Schools Facilities Element shall occur according to the procedure in Section 10 of the Public Schools Interlocal Agreement to ensure that the Element within the local government comprehensive plans remains coordinated and consistent with one another and with the plans of the School Board. (Rule 9J 5.025 (3)(e)3, F.A.C. & Section 163.3177(12), F.S.)~~
- PS4.5 ~~The City, its partner local governments, and the School District shall coordinate in establishing a procedural manual for implementation of school concurrency. This manual and any subsequent changes to the manual will be developed by the School Planning Workgroup and approved by the Pinellas Schools Collaborative.~~

GOAL:

THE CITY SHALL COORDINATE WITH ITS PARTNER LOCAL GOVERNMENTS AND THE SCHOOL DISTRICT ON PROJECTS THAT ENCOURAGE COHESIVE NEIGHBORHOODS, THAT CONTRIBUTE TO COMMUNITY BUILDING, AND THAT PROVIDE FOR LONG-TERM SUSTAINABILITY. ~~(Rule 9J 5.025 (3) (a), F.A.C.)~~

OBJECTIVE PS3:5:

St. Petersburg shall support efforts that facilitate coordination of planning between the City and the School District for the location and development of public educational facilities. ~~(Rule 9J 5.025(3)(b)4, F.A.C. & Sections 163.3177(6)(a), 163.3177(2) and (c), 163.3180(13)(g), 1013.33(10) (14).~~

Policy:Policies:

- PS35.1 The City shall participate with the School District in the process of evaluating potential school closures, significant renovations to existing schools, and school site selection before land acquisition in accordance with Section 4 in the existing Public Schools Interlocal Agreement filed on April 24, 2007, or as it may be subsequently amended. ~~(Rule 9J 5.025(3)(e)4, F.A.C.)~~

~~PS5.2 For purposes of Objective PS5, public educational facilities are defined as elementary schools, special education facilities, alternative education facilities, middle schools, high schools, and area vocational technical schools of the Pinellas County School District.~~

~~PS5.3 Public educational facilities of the School District are an allowable use within the following future land use categories:~~

- ~~Residential Low~~
- ~~Residential Urban~~
- ~~Residential Low Medium~~
- ~~Residential Medium~~
- ~~Residential/Office General~~
- ~~Institutional~~
- ~~Planned Redevelopment Residential~~
- ~~Planned Redevelopment Mixed Use~~

~~PS5.4 The location and construction of new public educational facilities, or the expansion of an existing site, within one of the future land use categories listed in Policy 5.3 shall only be allowed upon a determination by the City that the proposed site is consistent with the City's Comprehensive Plan. (Rule 9J 5.025(3)(e)6, F.A.C.)~~

~~PS5.5 In addition to consistency with the City's Comprehensive Plan, the proposed location of a new or expanded public educational facility of the School Board within one of the land use categories listed in Policy 5.3 shall be reviewed and considered with the following general criteria:~~

- ~~1. The proposed location is compatible with present and projected uses of adjacent property.~~
- ~~2. The site area of the proposed location is adequate for its intended use based on the State Requirements for Educational Facilities and provides sufficient area to accommodate all needed utilities and support facilities and allow for adequate buffering of surrounding land uses.~~
- ~~3. Based on the Five Year Work Program of the School Board and the City's Comprehensive Plan, there will be adequate public services and facilities to support the public educational facility.~~
- ~~4. There are no significant environmental constraints that would preclude development of a public educational facility on the site.~~
- ~~5. There will be no adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the City as locally significant historic or archaeological resources.~~

- ~~6. The proposed location is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.~~
- ~~7. The proposed location is not in conflict with the City Stormwater Management Plan and any watershed management plans adopted by the City, if applicable.~~
- ~~8. The proposed location is not in the Coastal High Hazard Area (CHHA), a velocity flood zone or a floodway.~~
- ~~9. The proposed location can accommodate the required parking and anticipated queuing of vehicles onsite.~~
- ~~10. The proposed location lies outside the area regulated by Section 333.03(3), F.S., regarding the construction of public educational facilities in the vicinity of an airport. (Rule 9J 5.025(3)(e)4, F.A.C. & Rule 9J 5.025(3)(e)5, F.A.C. & Rule 9J 5.025(3)(e)10, F.A.C.)~~

~~PS5.6 The following criteria shall also be used to evaluate whether proposed locations of specific types of schools are consistent with the St. Petersburg Comprehensive Plan:~~

~~Elementary Schools, Special Education Facilities, and Alternative Education Facilities~~

- ~~1. The proposed location shall have direct access to at least a collector road or as otherwise approved by the City after determination of acceptable traffic impacts on adjacent roads of lesser classification.~~

~~Middle Schools~~

- ~~1. The proposed location shall have direct access to at least a collector road or as otherwise approved by the City after determination of acceptable traffic impacts on adjacent roads of lesser classification.~~
- ~~2. Outdoor recreational facilities and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.~~

~~High Schools~~

- ~~1. The proposed location shall have direct access to at least an arterial road, or as otherwise approved by the City after determination of acceptable traffic impacts on adjacent roads of lesser classification.~~

- ~~2. Stadiums, outdoor recreational facilities, and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.~~

~~Vocational Technical Schools~~

- ~~1. The proposed location shall have direct access to at least an arterial road, or as otherwise approved by the City after determination of acceptable traffic impacts on adjacent roads of lesser classification.~~
- ~~2. Industrial education facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.~~

~~PS5.7 Proposed locations that are less than the standard site acreage as prescribed in the Florida Department of Education State Requirements of Educational Facilities may be determined to be consistent with the City's Comprehensive Plan provided the requirements of Section 1013.36, F.S., are met and off site impacts can be adequately mitigated.~~

~~PS5.8 A consistency determination for a proposed new site or additional property with the City's Comprehensive Plan may be conditioned with references to specific types of public educational facilities.~~

~~PS5.9 At the time of consistency determination, the City may impose reasonable conditions for development of the site as it relates to any of the criteria in Policies 5.5 and 5.6. Conditions may not be imposed which conflict with those established in Chapter 1013 of the Florida Statutes or the State Uniform Building Code, unless mutually agreed to by the City and the School District.~~

~~PS5.10 Before a significant change of program at a public educational facility is implemented; the School District and the City shall require a review of the facility's on site and off site impacts. The School District and the City will work cooperatively to mitigate on-site and off site impacts, including impacts to public facilities, identified through the review.~~

~~PS5.11 The policies in Objective PS5 are intended to be consistent with, and not conflict with, the provisions in Chapter 1013, F.S.~~

~~PS5.12 Figures 1, 2, 3 and 12 from the Data & Analysis of the Public School Facilities Element, as depicted in Exhibits 1, 2, 3 and 4 of this Ordinance, are hereby adopted and included as part of the City's Comprehensive Plan.~~

OBJECTIVE PS4:6:

Consistent with Section 163.3177(6)(a), F.S., and consistent with the City's future land use policies, the City shall explore those opportunities where co-location of public facilities and

public schools provides a mutual benefit, serves a desirable community purpose, or represents an efficient use of finances and staff resources. (~~Rule 9J-5.025, (3)(b)6, F.A.C. & Section 163.3177(12)(g) and, 163.3180(13)(g)2, F.S.~~)

Policies:

PS46.1 As the opportunity arises, the City and the School Board, shall evaluate the ability to enter into an agreement to co-locate existing or planned school sites with other public facilities, including but not limited to: bike and pedestrian pathways, libraries, parks, community and recreational centers and facilities, museums, performing arts centers, auditoriums, stadiums, health care and social services and other uses as may be determined appropriate. (~~Rule 9J-5.025(3)(c)4, F.A.C.~~)

PS46.2 Should the City and the School Board determine that the co-location of public facilities is mutually advantageous and desirable, the appropriate method of agreement will be decided upon, and could include such options as, but not be limited to, an interlocal agreement, a City resolution, or a memorandum of understanding. (~~Rule 9J-5.025(3)(c)4, F.A.C.~~)

Objective PS5:7:

The City will support the School District's commitment to sustainable design and operations, as public schools are integral contributors to the quality of the surrounding community.

Policy:

PS57.1 The City and the School District will share information on sustainable design and green building practices, and take advantage of opportunities to incorporate demonstration projects and technologies on-site, so that local schools can serve as community models of environmental efficiency.

GOAL:

THE CITY WILL COORDINATE WITH THE SCHOOL DISTRICT AND OTHER LOCAL GOVERNMENTS TO IMPROVE THE SAFETY OF STUDENTS AS THEY ACCESS PUBLIC SCHOOL FACILITIES. (~~Rule 9J-5.025(3)(a), F.A.C.~~)

OBJECTIVE PS6:8:

The City shall collaborate with the School District and other local governments to promote safe access for students to public school facilities.

Policies:

PS68.1 The City shall participate on the School Transportation Safety Committee (STSC) of the Pinellas County Metropolitan Planning Organization (MPO) to identify locations

within the County where student safety is a concern, and to develop recommendations in response to student safety issues raised by the School District, local governments, the School Transportation and Enhanced Pedestrian Safety (STEPS) Committee, or the community to enhance the safety of students accessing public school facilities.

- PS68.2 The City shall consider implementation of recommendations from the STSC that affect its jurisdiction, in coordination with the School District and any agencies that have some involvement in the identified action, to support student access to public schools in a manner that both improves student safety and is compatible with the surrounding community.
- PS68.3 The City shall cooperate with School District initiatives that implement STSC recommendations for modifications to a school campus.
- PS68.4 The City shall, in its capital improvement program, determine the priority for construction of those sidewalks, crosswalks, bicycle paths, and other improvements that help to provide continuous access to public schools for pedestrians and bicyclists.
- ~~PS8.5 The City shall annually update its Capital Improvements Element to identify the School District's capital needs in the Comprehensive Plan, enabling the coordination of existing and planned public school facilities with the required local capital projects needed to provide support services for the safety of public school students.~~
- PS68.56 For new development or redevelopment within a two-mile radius of any existing or planned public school facility, the City may require the developer to construct sidewalks along the corridor contiguous to the property being developed that directly serves the public school facility, in support of Section 1013.36 (5), F.S. and the most current MPO 2025 Transportation Plan.

GOAL:

OPPORTUNITIES ARE MAXIMIZED FOR PUBLIC SCHOOLS TO BE DESIGNED SUCH THAT THEY CAN SERVE A VITAL EMERGENCY MANAGEMENT PURPOSE IN TIMES OF DISASTER.

OBJECTIVE PS7:9:

The safety of the public shall be a high priority when designing future public school facilities and renovating existing facilities.

Policies:

- PS79.1 The City shall coordinate with the School District and Pinellas County on emergency preparedness issues, including the use of public school facilities for emergency shelters. (~~Rule 9J-5.025(3)(e)11, F.A.C.~~)

PS79.2 Future public school facilities that are not located within category 1, 2 or 3 evacuation zones, shall be designed to serve the public as emergency shelters, consistent with Section 1013.372, F.S. These public school facilities shall be designed according to the public shelter criteria outlined in the Florida Building Code.

PS79.3 The City shall annually update its Capital Improvements Element to ensure that the School District's capital needs are reflected in the Comprehensive Plan, enabling the coordination of existing and planned public school facilities with the required local capital projects needed to provide emergency shelter spaces, as identified by the Tampa Bay Regional Hurricane Evacuation Study, developed by the Tampa Bay Regional Planning Council.

Section 6. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

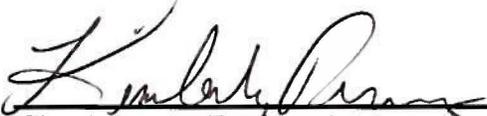
Section 7. Coding. As used in this ordinance, language appearing in struck-through type is language in the City of St. Petersburg Comprehensive Plan to be deleted, and underlined language is language to be added to the Comprehensive Plan, in the section, subsection, or other location where indicated. Ellipses (* * *) indicate the location of language in the Comprehensive Plan which is not shown herein and which is not amended by this ordinance. Language in the Comprehensive Plan not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

Section 8. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective when the Department of Community Affairs (DCA) issues a final order determining the adopted amendment to be in compliance, or the Administration Commission issues a final order determining the adopted amendment to be in compliance, in accordance with Sections 163.3187 or 163.3189, F.S., as amended. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as described above.

REVIEWED AND APPROVED AS TO
FORM AND CONTENT:



Planning & Economic Development 11-13-12
Date



City Attorney (Designee) 11-13-12
Date

ORDINANCE NO. 60-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING CHAPTER 9, POTABLE WATER SUBELEMENT, REGARDING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN; AMENDING CHAPTER 10, CAPITAL IMPROVEMENTS ELEMENT, REGARDING THE COASTAL HIGH HAZARD AREA; AMENDING CHAPTER 6, TRANSPORTATION ELEMENT, DELETING EXISTING MAPS 20 AND 21 AND REPLACING THEM WITH NEW MAPS 20 AND 21; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements of Chapter 163, Florida Statutes, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City is required to adopt a Ten-Year Water Supply Facilities Work Plan, and amend certain existing water supply planning policies in accordance with Chapter 163, Florida Statutes; and

WHEREAS, the required amendments are necessary for the public health, safety and general welfare; and

WHEREAS, the Planning & Visioning Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on May 8, 2012 and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Planning & Visioning Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are appropriate; now, therefore

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Chapter 9, The Potable Water Subelement of the Comprehensive Plan, is hereby amended as follows:

The existing Ten-Year Water Supply Facilities Work Plan is deleted and a new Ten-Year Water Supply Facilities Work Plan, as attached hereto, is added to reflect updated data for the next 10-year planning period.

Section 2. Chapter 10, The Capital Improvements Element of the Comprehensive Plan, is hereby amended to read as follows:

ISSUE: Public expenditure in high hazard zones

The coastal high hazard area includes areas that have experienced severe damage or are scientifically predicted to experience damage from storm surge, waves, and erosion. In a worst case scenario (e.g. Category 5 storm) most of the City would be vulnerable to storm surge. Areas with historical damages are primarily located within the confines of the category 1 storm, referred to in the inventory as evacuation level A. Based on the best available information, the coastal high hazard area in St. Petersburg is defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes ("SLOSH") computerized storm surge model as reflected in the most recent ~~Regional Hurricane Evacuation Study, Storm Tide Atlas Volume 2~~ Statewide Regional Evacuation Study for the Tampa Bay Region, Storm Tide Atlas Volume 7 prepared by the Tampa Bay Regional Planning Council and approved in ~~June, 2006~~ August 2010. Growth in this area puts public expenditures and lives at risk.

Section 3. Chapter 6, The Transportation Element of the Comprehensive Plan, is hereby amended as follows:

The existing Map 20 and Map 21 are deleted and a new Map 20 and Map 21, as attached hereto, are added to reflect the addition of 64th Street from 1st Avenue South to 1st Avenue North as a collector road.

Section 4. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

Section 5. Coding. Words in struck-through type shall be deleted. Underlined words constitute new language that shall be added. Provisions not specifically amended shall continue in full force and effect.

Section 6. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete, unless there is a timely administrative challenge in accordance with Section 163.3184(5), F.S., in which case the ordinance shall not become effective unless and until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment(s) to be in compliance. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as described above.

REVIEWED AND APPROVED AT TO
FORM AND CONTENT:



City Attorney (or Designee)

11-13-12

Date



Planning & Economic Development Dept.

11-13-12

Date

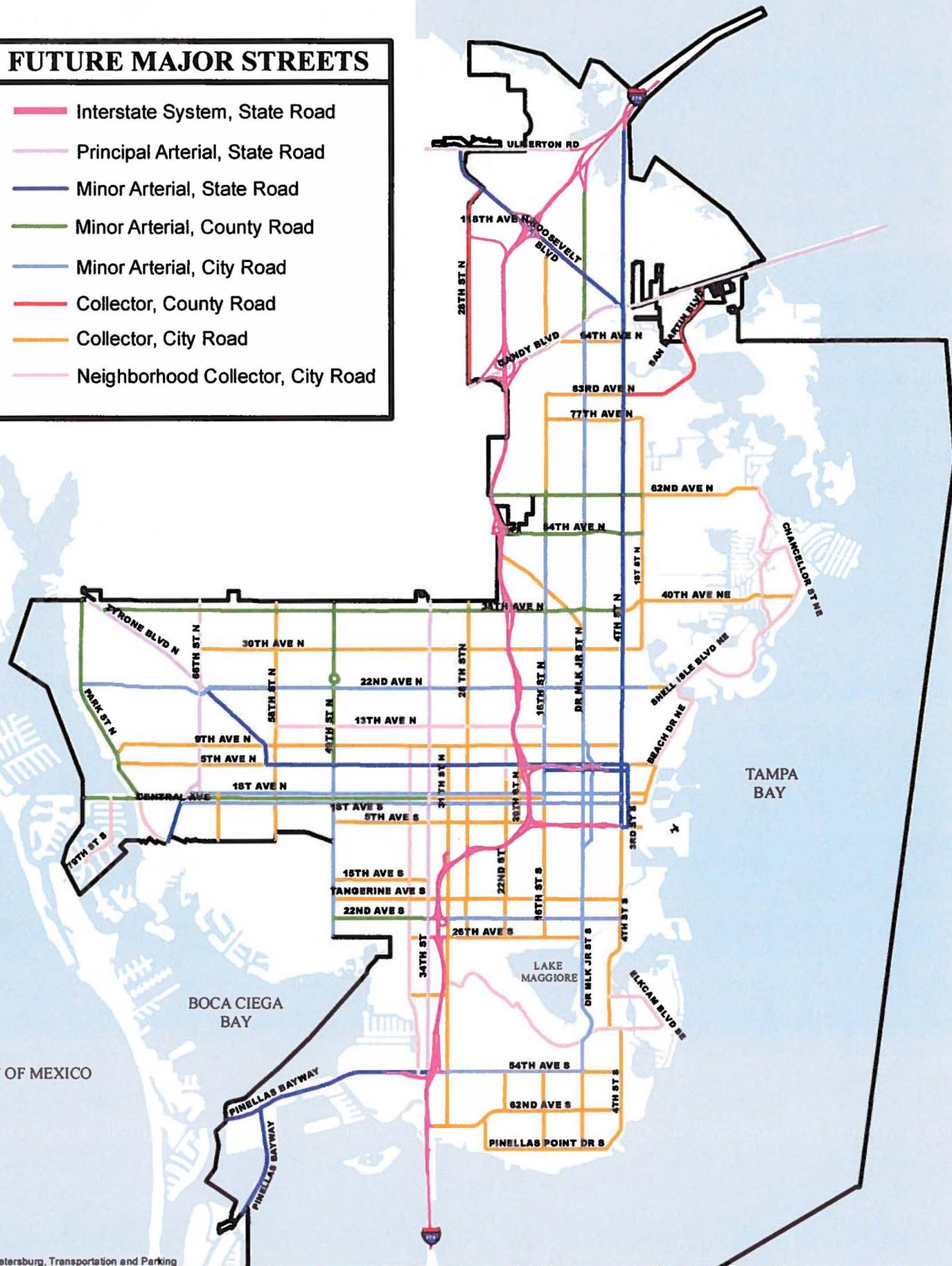
Exhibit A

ST. PETERSBURG TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN										
(In 000's)										
FACILITY	13	14	15	16	17	18	19	20	21	22
<u>Sources of Funds:</u>										
Bond Proceeds	7,893	0	12,508	0	10,000	0	10,000	0	10,000	0
Earnings on Investments	250	275	300	350	400	500	500	500	500	500
Transfer from Operating Fund	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Connection Fees/Meter Sales	798	818	839	861	882	904	926	950	973	997
	9,941	2,093	14,647	2,211	12,282	2,404	12,426	2,450	12,473	2,497
<u>Requirements:</u>										
Cosme WT Plant	0	172	437	3,189	0	500	500	500	500	500
Oberly Pumping Station	0	125	185	156	655	150	150	150	150	150
Washington Terrace Pumping Station	0	177	172	140	855	150	150	150	150	150
Water Maintenance	6,168	4,920	4,815	6,010	5,155	5,200	5,200	5,200	5,200	5,200
Reclaimed Water	275	325	175	175	175	175	175	175	175	175
TOTAL REQUIREMENTS	6,443	5,719	5,784	9,670	6,640	6,175	6,175	6,175	5,675	6,175
Inflation factor*	0.025	0.050	0.075	0.100	0.125	0.150	0.175	0.200	0.225	0.250
TOTAL REQUIREMENTS	6,604	6,005	6,218	10,637	7,470	7,101	7,256	7,410	6,952	7,719

* 2.5% budgetary inflation factor added annually

FUTURE MAJOR STREETS

- Interstate System, State Road
- Principal Arterial, State Road
- Minor Arterial, State Road
- Minor Arterial, County Road
- Minor Arterial, City Road
- Collector, County Road
- Collector, City Road
- Neighborhood Collector, City Road



Date: August 2012
 Source: City of St. Petersburg, Transportation and Parking

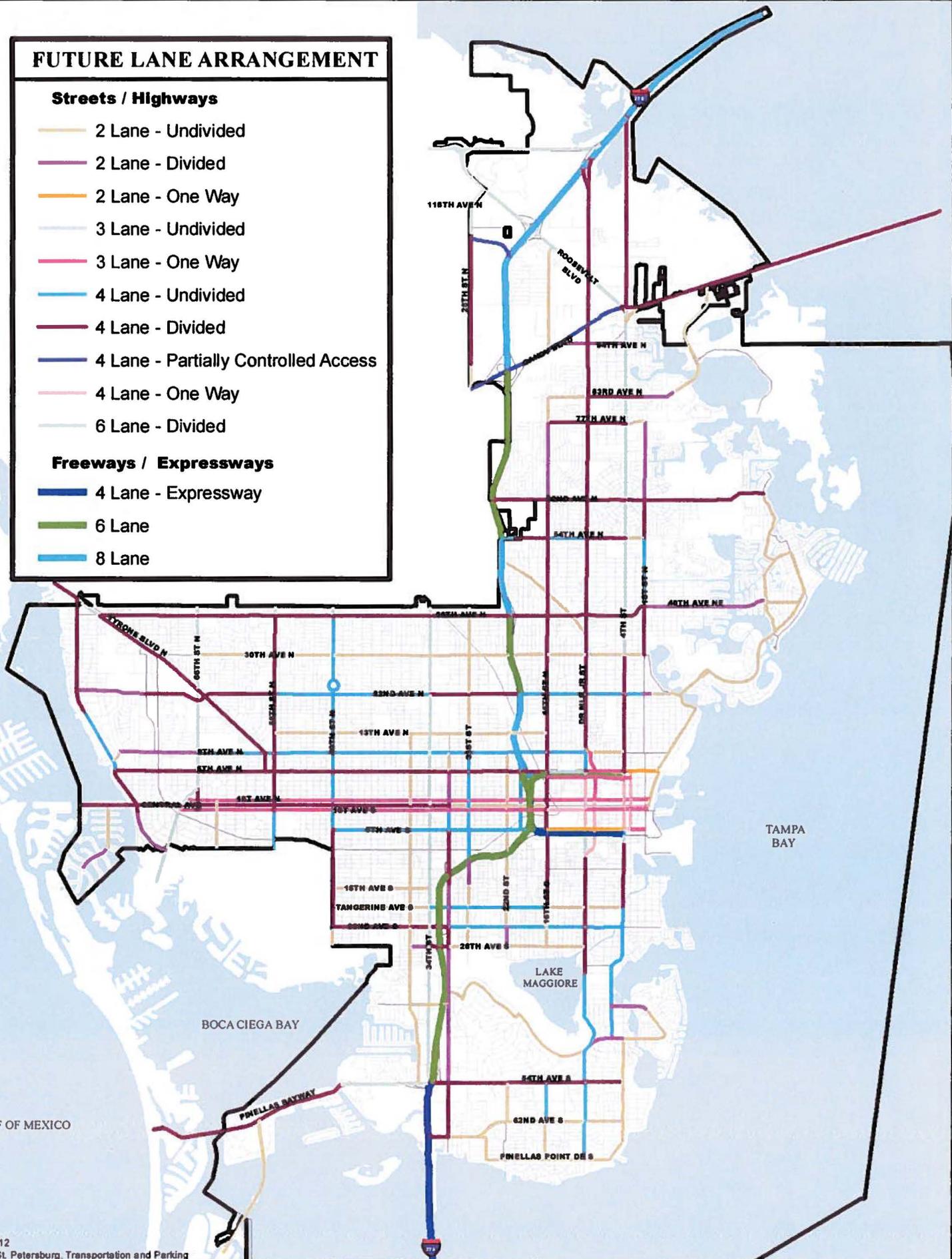
FUTURE LANE ARRANGEMENT

Streets / Highways

- 2 Lane - Undivided
- 2 Lane - Divided
- 2 Lane - One Way
- 3 Lane - Undivided
- 3 Lane - One Way
- 4 Lane - Undivided
- 4 Lane - Divided
- 4 Lane - Partially Controlled Access
- 4 Lane - One Way
- 6 Lane - Divided

Freeways / Expressways

- 4 Lane - Expressway
- 6 Lane
- 8 Lane



Date: August 2012
 Source: City of St. Petersburg, Transportation and Parking



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
On the World Wide Web at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(883) 534-1448 or
1-800-492-7882 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7801 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

N. Paul Senft, Jr.
Chair, Polk

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Vice Chair, Sumter

Albert G. Joergger
Secretary, Sarasota

Jeffrey M. Adams
Treasurer, Pinellas

Todd Pressman
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Manatee

Jennifer E. Closshey
Hillsborough

Wendy Griffin
Hillsborough

Randall S. Maggard
Pasco

George W. Mann
Polk

Vacant
DeSoto, Hardee or Highlands

Vacant
Hernando or Marion

Blake C. Gullory
Executive Director

January 2, 2013

Paul Geisz
St. Petersburg Planning & Economic Development
One 4th Street
St. Petersburg, FL 33701

SUBJECT: St. Petersburg 13-1ESR

Dear Mr. Geisz:

The staff of the Southwest Florida Water Management District has reviewed the comprehensive plan amendment package proposing to update the City's 10 Year Water Supply Facilities Work Plan. The District offers the following technical assistance comments for consideration by the City.

Floodplains and Flood Prone Areas

1. No comments.

Wetlands and Other Surface Waters

2. No comments.

Regional Water Supply

3. The District commends the City for its water conservation efforts and for submitting a thorough Work Plan. However, although the City has included information related to potable water supply development projects, it is not clear that the City has considered the reclaimed water projects identified in the Regional Water Supply Plan as required by 163.3177 and 373.709 F.S. Specifically, the City should consider revising the Work Plan to include a discussion of the projects identified in the Regional Water Supply Plan for which the City is named as a responsible entity (Tampa Bay Volume, Chapter 5, pages 96 and 97) and evaluate the potential for their implementation.

We appreciate the opportunity to comment on this package as part of the comprehensive plan amendment review process. The District offers technical assistance to the City in the development of sound, sustainable land use policies that protect water resources. If further assistance is required, please call Trisha Neasman, Planning Supervisor, at (800) 423-1476 extension 4407.

Sincerely,

Maya Burke
Senior Real Estate Specialist



city of st. petersburg

Post Office Box 2842
St. Petersburg, Florida 33731-2842
Channel 35 WSPF-TV
Telephone: 727 893-7171

January 7, 2013

Ms. Maya Burke
Senior Real Estate Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

RE: St. Petersburg 13-1ESR

Dear Ms. Burke:

This is in response to your letter dated January 2, 2013 regarding St. Petersburg's Ten Year Water Supply Plan as it relates to SWFWMD's Regional Water Supply Plan. Over the last several years, St. Petersburg has approached the residential communities listed in the Regional Plan about expanding reclaimed water in their areas. A petition process has been initiated resulting in insufficient participation to make the projects viable. Numerous factors have contributed to this lack of participation, including cost prohibitive construction requirements, economic conditions, and lack of interest by residential customers.

The City of St. Petersburg is committed to the use of reclaimed water as an alternative to potable water for irrigation purposes. We continue to infill reclaimed water in existing areas as customers request the service. As other areas successfully petition for expansion, we will amend our 5-year Capital Improvement Program and Ten Year Water Supply Plan. During the next Regional Plan update, we will ask SWFWMD to update St. Petersburg's list of projects.

If you have any questions, please feel free to contact me at 727-892-5600.

Sincerely,

Steven K. Leavitt, P.E.
Water Resources Director

c: Paul Geisz, Planning & Economic Development
Evelyn Rosetti, Water Resources



CITY OF ST. PETERSBURG
PLANNING & VISIONING COMMISSION
PUBLIC HEARING
November 13, 2012

II. PUBLIC HEARINGS

A. City File: LGCP-2012-01

Contact Person: Paul Geisz
551-3396

Request: City Administration requests that the Comprehensive Plan be amended to address changes required by Florida Statute, and to address City initiatives.

Staff Presentation

Paul Geisz gave a presentation based on the staff report.

Public Hearing

No speakers present.

Executive Session

MOTION: *Commissioner Montanari moved and Commissioner Robison seconded a motion to amend the Comprehensive Plan to address the changes required by Florida Statute and address the City's initiatives.*

VOTE: *YES – Montanari, Nolan, Robison, Klein, Whiteman
NO - None*

Motion was approved by a vote of 5 to 0.



Staff Report to the St. Petersburg Planning & Visioning Commission
Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on November 13, 2012
at **3:00 p.m.**, in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File #LGCP-2012-01
Agenda Item II.A.

Request: City Administration requests that the Comprehensive Plan be amended to address changes required by Florida statute, and to address City initiatives.

It is requested that:

1. The Potable Water Subelement be amended to implement legislative requirements of Chapter 163, Part II, Florida Statutes, related to long-range water supply planning. This action will update the City's 10 Year Water Supply Facilities Work Plan (Work Plan).
2. The Capital Improvements Element be amended to include reference to the 2010 Statewide Regional Evacuation Study for the Tampa Bay Region.
3. The Transportation Element be amended by replacing existing Map 20 and Map 21 with a new Map 20 and Map 21 to reflect the conversion of 64th Street North, between 1st Avenue South and 1st Avenue North, from a local roadway to a collector roadway.
4. The Comprehensive Plan be amended related to school concurrency. Specifically, this action will delete existing Goals, Objectives and Policies in the Public School Facilities Element (PSFE), the Intergovernmental Coordination Element (ICE) and the Capital Improvements Element (CIE) related to school concurrency.

Staff Analysis: The following analysis addresses the above-described proposed Comprehensive Plan amendments.

1. 10 Year Water Supply Facilities Work Plan Update:

Background Information: The State of Florida is geographically divided into five water

management districts. Regulatory programs have been delegated to the districts, including programs to manage the consumptive use of water, aquifer recharge, well construction and surface water management. Each district's Governing Board adopts a Regional Water Supply Plan (RWSP) addressing the assessment of projected water demands and potential sources of water to meet these demands. The most current RWSP covers the time frame extending from 2010 through 2030.

St. Petersburg lies within the Southwest Florida Water Management District (SWFWMD). This district geographically covers a 16 county area ranging from Levy and Marion Counties in the north to Charlotte County in the south. District headquarters are located in Brooksville with several service offices dispersed throughout the region. A 13-member Governing Board establishes policies for the entire district. Governing Board members are appointed by the Governor and confirmed by the Florida Senate.

Throughout Florida, the traditional water supply source (groundwater) will not be sufficient to meet the demands of a growing population. In response to this issue, the Florida Legislature enacted bills in 2002, 2004 and 2005 to more effectively address the statewide water supply situation by improving the coordination between local land use planning and water supply planning.

The 2002 legislation required local governments to prepare Work Plans covering at least a 10 year planning period for building water supply facilities and to incorporate certain portions of the Work Plan into their Comprehensive Plans. The 2004 legislation gave local governments until December 1, 2006 to prepare their 10 Year Work Plans. This deadline was later amended by Senate Bill 444, enacted in 2005, to be 18 months after the update to the Regional Water Supply Plan. This 18 month schedule is still the standard. St. Petersburg initially adopted its 10 Year Work Plan on May 15, 2008. The Work Plan was reviewed by SWFWMD, Tampa Bay Water and external state review agencies. The Work Plan was found consistent with statutory requirements on July 7, 2008. *Because SWFWMD's Board of Governors adopted their updated Regional Water Supply Plan on July 26, 2011, St. Petersburg must now adopt its updated 10 Year Water Supply Facilities Work Plan by January 26, 2013.* In addition, the 2005 legislation provided that the utility element of the Comprehensive Plan incorporate applicable water supply projects identified in the Regional Water Supply Plan, adopted by the appropriate water management district. See conclusion #2 below regarding this issue.

Senate Bill 360, also enacted in 2005, enhanced existing legislation to strengthen the statutory linkage between the regional water supply plan prepared by SWFWMD and comprehensive plans prepared by the local governments. Again, see conclusion #2 below regarding this issue.

Based on data contained in the City's Technical Support Document (TSD) attached to this staff report, the following conclusions are made:

1. Tampa Bay Water (TBW), the regional water supply authority for Pinellas, Pasco and Hillsborough County and for the cities of St. Petersburg, Tampa and New Port Richey ("Member Governments"), has a contractual obligation to supply 100 percent of the water needs for St. Petersburg and its water service area. Each Member Government of

TBW has waived its right to individually develop water supply facilities, with just a few limited exceptions.

2. *TBW's Long Term Water Supply Plan and Master Water Plan are consistent with SWFWMD's Regional Water Supply Plan. As a result, the statutory requirement of coordinating the Regional Water Supply Plan and the provider's (TBW) work plan has been met.*
3. *The updated SWFWMD 2010 Regional Water Supply Plan Update concludes that "water supply demands for all use sectors can be met through 2030."*
4. *TBW's Long Term Water Supply Plan contains sufficient water supply projects to meet the Member Governments' water needs over the 20 year planning horizon (2010-2030).*

Section 163.3177(6)(c), F.S., mandates amendment of the City's Comprehensive Plan to identify such alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet certain water needs, and to include a Work Plan covering at least a 10 year planning period for building public, private and regional water supply facilities. The Work Plan included in the attached ordinance was developed by the City's Water Resources Department staff and covers anticipated potable and reclaimed water supply facilities projects over the next 10 year planning horizon.

Because the City does not develop any new water supplies, the projects listed in the Work Plan consist of replacement, maintenance and upgrade projects to the Cosme Water Treatment Plant, the Oberly and Washington Terrace Pumping Stations and the distribution system.

Comprehensive Plan Amendments:

In 2008 the City adopted Comprehensive Plan objectives and policies to address the legislative issues such as coordination of water supply planning activities and concurrency requirements. As a result, the attached ordinance only proposes updating the projects within the Work Plan.

The proposed Work Plan does not commit the City to any financial expenditure beyond those itemized in the annual Capital Improvement Program (CIP) Budget. The CIP Budget essentially includes the first five years of the 10 Year Water Supply Facilities Work Plan. *As previously noted, these amendments to the Comprehensive Plan are required to be adopted by the City no later than January 26, 2013.*

The following policies and objectives from the Comprehensive Plan are applicable:

OBJECTIVE PW1 - Water distribution system rehabilitation projects identified in this element will be completed in accordance with the Five Year Schedule of Capital Improvements and the 10 Year Water Supply Facilities Work Plan.

Policy PW1.4 - The 10 Year Water Supply Facilities Work Plan, as part of this Potable Water Subelement, shall be updated every 5 years in accordance with Section 163.3177(6)(c), F.S.

OBJECTIVE PW2 - Projected demand and area specific needs through the year 2020 will be met by the projects identified in the Water Master Plan, dated January, 1999, and subsequent updates and reflected in the Five Year Schedule of Capital Improvements located in the Capital Improvement Element, and the 10 Year Water Supply Facilities Work Plan in the Potable Water Subelement.

Policy PW2.4 - The City shall participate in the Southwest Florida Water Management District's regional water supply planning efforts to assure coordination between the Regional Water Supply Plan and the City's Water Supply Work Plan.

Policy PW5.1 - The Water Resources Department shall be responsible for evaluating and ranking capital improvement projects proposed for inclusion in the five-year schedule of capital improvements taking into account the 10 Year Water Supply Work Plan and the Southwest Florida Water Management District's Regional Water Supply Plan. The City departments of Development Services and Budget shall review these recommendations.

Policy IC1.14 - The City shall coordinate with the Southwest Florida Water Management District and Tampa Bay Water to ensure consistency of water demand projections and population data.

2. Capital Improvements Element text amendment:

On June 2, 2011, City Council adopted Ordinance 1016-G. This ordinance, in part, amended the definition of the Coastal High Hazard Area (CHHA), provided a new CHHA map reflecting the most recent SLOSH (Sea, Lake and Overland Surges from Hurricanes) modeling data and amended text within the Coastal Management Element.

At that time, related text in the Capital Improvements Element should have been amended to update wording related to the CHHA. Staff is now using this opportunity to address this oversight. The proposed text changes may be found in the attached proposed ordinance in strikethrough and underline format.

3. Amended Maps 20 and 21 in the Transportation Element:

It is proposed that 64th Street, between 1st Avenue South and 1st Avenue North, be shown as a collector road instead of a local road on Map 20 (Future Major Streets Map) and Map 21 Future Lane Arrangement Map) in the Comprehensive Plan.

Currently, 64th Street, from 1st Avenue South to 7th Avenue South, is classified as a collector roadway. Seventh Avenue South is the City's southern border with the City of Gulfport along the 64th Street corridor. Since 64th Street also connects to the north with Central Avenue and 1st Avenue North, both minor arterials, the street meets the definition of a collector roadway. The definition of a collector road is "a roadway providing service which is of relatively moderate traffic volume, moderate trip length and moderate operating speed. Collector roads collect and distribute traffic between local roads and arterial roads and are designed to provide both mobility and land access within residential, commercial and industrial areas." The average annual daily

traffic volume in the vicinity of 64th Street South and 2nd Avenue South is 6,247, which is consistent with the higher levels of traffic on collector streets in comparison to local streets.

64th Street connects areas of residential and commercial activity along an approximate .62 mile segment of road in this section of the city. As a collector roadway, the additional two block segment (1st Avenue South to 1st Avenue North) would be eligible to receive funding under the City's capital improvements program for such projects as sidewalk construction. In addition, our reclassification of this segment of 64th Street would be consistent with the Pinellas County Comprehensive Plan, which already classifies 64th Street from 1st Avenue North to 7th Avenue South as a collector roadway within their Transportation Element (Figure 3-2D).

4. Removing Goals, Objectives and Policies related to school concurrency:

The existing Public School Facilities Element (PSFE) and Public Schools Interlocal Agreement (ILA) were developed to address requirements of Chapter 163, Part II, Florida Statutes, as amended in 2005 by Senate Bill 360. This legislation mandated adoption of a PSFE, and a new ILA, that established a school concurrency system and level of service (LOS) standards on a district-wide basis. All municipalities in Pinellas County were party to the ILA unless specifically exempt or subject to waiver by the state land planning agency.

Senate Bill 360 made a number of changes to the statutes regarding public educational facilities. To implement the new law two major changes needed to take place. First, an existing ILA would need to be updated, and second, a new PSFE, along with mandated amendments to the ICE and CIE would need to be added to the Comprehensive Plan.

In January 2006 a School Planning Workgroup was formed for the purpose of addressing SB 360 requirements for establishing a countywide system of school concurrency. St. Petersburg staff participated with other Pinellas local governments and the school board in developing an interlocal agreement which met the legislative requirements while being agreeable to all parties. The agreement continued the City's previously existing reporting and coordination responsibilities while establishing mandated Level of Service (LOS) standards and procedures for addressing potential deficiencies in the LOS, measuring the LOS within concurrency service areas and identifying acceptable forms of mitigation in addressing LOS deficiencies. The agreement did not commit the City to any financial expenditure.

The existing ILA was approved by City Council on November 16, 2006. After the agreement was executed by the 12 cities with schools, Pinellas County and the Pinellas County School Board, the document was recorded on April 24, 2007 (effective date). On June 12, 2007, the Department of Community Affairs issued its Notice of Intent to find the interlocal agreement consistent with the requirements of the Florida Statutes.

Comprehensive Plan Amendments:

In January 2007 the same workgroup initiated development of a single PSFE that each local government could adopt. The use of one PSFE would ensure that there was consistency throughout the local governments and that development could be tracked countywide, further

ensuring that public school facilities would not be adversely affected by additional development and redevelopment. The DCA also recommended adoption of a single PSFE for the local governments in Pinellas County.

The goals, objectives and policies placed into the Comprehensive Plan met the requirements of Chapter 163, Part II, F.S. and Chapter 9J-5, F.A.C., and addressed the following issues:

1. Continued and enhanced coordination in the sharing of information concerning proposed school facility changes, certain planned infrastructure improvements and proposed future land use plan amendments and/or rezonings that increase or decrease residential densities.
2. Adoption of a district-wide LOS standard and methods of determining adequacy of school concurrency.
3. Coordination of planning for the location and development of public educational facilities. (These objectives and policies were already located in the Future Land Use Element but were required to appear in the PSFE too).
4. Collaborate with the School District in promoting the safe access for students to public school facilities.
5. Maximizing the opportunity to design public schools to serve a vital emergency management purpose in times of disaster.

These plan amendments did not commit the City to any financial expenditure, but rather consisted of policies that are of a coordinating and reporting nature. The relevant Comprehensive Plan amendments were adopted by the City Council on February 21, 2008 (Ordinance 850-G).

2011 Legislation:

House Bill 7207, known as the Community Planning Act (Chapter 2011-139, Laws of Florida) was signed into law on June 2, 2011. This new law made sweeping changes to Florida's growth management policies. HB 7207 deleted the requirement for a public school facilities element and made school concurrency optional. While local governments could retain the option to keep concurrency for school facilities, here in Pinellas County other events directed local governments to delete this requirement from their respective Comprehensive Plans.

At their June 6, 2011 meeting, the Pinellas Schools Collaborative discussed the ramifications of the new legislation and directed the aforementioned School Planning Workgroup to develop recommendations for consideration by the Collaborative at their next scheduled meeting. The workgroup met on July 27, 2011 and made the following recommendations to the Collaborative:

1. The interlocal agreement would be amended to delete those provisions related to school concurrency.
2. The PSFE would be amended to delete pertinent goals, objectives and policies related to school concurrency. As a result of this action, the Land Development Regulations would also need to be amended to delete school concurrency provisions.
3. School concurrency would be discontinued in Pinellas County. The School Planning Workgroup felt that school concurrency could be eliminated for the following reasons:

- School concurrency was no longer mandated by statute.
- The previously existing interlocal agreement effectively addressed school planning coordination and collaboration and required that information regarding development plans, population data, etc., continue to be shared. These activities will continue as they have since 2003.
- The Pinellas Schools Collaborative and School Planning Workgroup processes already provide for extensive intergovernmental coordination of planning efforts, including capital improvements planning.
- In Pinellas County, the continued projected decline in student enrollment and the resulting surplus of student capacity countywide makes school concurrency unnecessary as there are no projected capacity deficits. The school district has lost about 13,000 students since the 2003-2004 school year and has already closed 13 schools. In addition, by the start of the 2012-2013 school year, Pinellas County is projected to have 27,000 unoccupied student stations – due in part to this declining enrollment coupled with the use of portable classrooms.
- The perceived shortage of classroom space in some schools was a function of school zoning and not school concurrency.
- St. Petersburg, as well as Pinellas County in general, is built out. Its population has actually decreased about one percent (1%) between the 2000 Census and the 2010 Census. Any future growth in population is expected to be low based on historical trends since 1980.
- In certain municipalities, operating with reduced funding and staff makes it difficult to maintain and administer the details and requirements for school concurrency. This is especially true for the Pinellas County Schools and Pinellas County government staffing levels.

At the September 7, 2011 Pinellas Schools Collaborative meeting the above-referenced information was provided to Collaborative members. The Collaborative voted to begin the process for eliminating school concurrency in Pinellas County. St. Petersburg staff participated with other Pinellas local governments and the school board in developing the new Public Schools Interlocal Agreement which meets the requirements of the 2011 legislation and is agreeable to all parties. This new interlocal agreement was approved by City Council on July 26, 2012 (Resolution 2012-328). The new interlocal agreement eliminates school concurrency requirements while retaining the existing reporting and coordinated school planning responsibilities. The applicable goals, objectives and policies in the Comprehensive Plan relating to school concurrency are now proposed for elimination in order to be consistent with the new Public Schools Interlocal Agreement as well as statutory provisions. Finally, the City's Land Development Regulations will be amended to be consistent with the Comprehensive Plan.

On May 22, 2012 the Pinellas County Board of County Commissioners held the first of two public hearings proposing amendments to their Comprehensive Plan and Land Development Regulations eliminating the provisions for school concurrency. The adoption public hearing for Pinellas County's amendments was held on July 24, 2012. The County's Comprehensive Plan and Land Development Regulation amendments were approved by a unanimous vote.

Recommended Action:

City staff is recommending that the Planning & Visioning Commission, in its capacity as the Local Planning Agency, **APPROVE** the attached ordinances amending the Comprehensive Plan, and recommend that the City Council approve and adopt the ordinances.

Attachments: Water Supply Plan Data and Analysis; 10-Year Water Supply Facilities Work Plan; Proposed Ordinances (2) and Resolution

City of St. Petersburg
Water Supply Plan

SECTION I DATA and ANALYSIS

SECTION II 10-YEAR WATER SUPPLY FACILITIES WORK PLAN

SECTION I – DATA and ANALYSIS

Legislative Background:

It has been forecasted that in the Southwest Florida Water Management District (SWFWMD), the traditional water supply source (groundwater) will not be sufficient to meet the demands of a growing population. In response to this, the Florida Legislature enacted bills in 2002, 2004 and 2005 to more effectively address the statewide water supply situation by improving the coordination between local land use planning and water supply planning.

The focus of the 2002 legislation required local governments to prepare a 10-year water supply facilities work plan and incorporate certain portions of the work plan into the Comprehensive Plan. That year's legislation also emphasized the need for the local work plan to consider applicable regional water supply plans prepared by SWFWMD. The 2004 legislation gave local governments until December 1, 2006 to prepare their 10-year water supply facilities work plans. This date was later amended by Senate Bill 444 enacted in 2005.

Senate Bill 360, also enacted in 2005, significantly enhanced existing legislation to strengthen the statutory linkage between the regional water supply plan prepared by SWFWMD and comprehensive plans prepared by local governments.

As a result of these legislative changes, current statutory provisions direct each local government that is subject to a regional water supply plan to address the issues shown below. The City of St. Petersburg is subject to these criteria due to the City's responsibility for water treatment, pumping and distribution facilities and being located in the SWFWMD Regional Water Supply Plan Area.

1. Coordinate appropriate aspects of its Comprehensive Plan with the SWFWMD regional water supply plan. [F.S. 163.3177(4)(a)]
2. Ensure that St. Petersburg's Future Land Use Plan is based upon the availability of adequate water supplies and public facilities and services. [F.S. 163.3177(6)(a)]
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving a building permit. [F.S. 163.3180(2)]

4. Revise the “Infrastructure Elements” within 18 months after the Water Management District approves an updated regional water supply plan to:
 - Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet current and future water use demands within the local government’s jurisdiction. [F.S. 163.3177(6)(c)]
 - Include a water supply facilities work plan for at least a 10-year planning period for construction of public, private and regional water supply facilities, which are identified in the element as necessary to serve existing and new development. [F.S. 163.3177(6)(c)]
5. *To the extent necessary to maintain internal consistency*, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period. [163.3177(6)(d)]
6. *To the extent necessary to maintain internal consistency*, revise the Intergovernmental Coordination Element to ensure coordination of the Comprehensive Plan with applicable regional water supply plans. [F.S. 163.3177(6)(h)1]

The aforementioned six legislative requirements were addressed by the City in 2008 by adoption (May 15, 2008) of Ordinance 868-G. This ordinance also added a 10-year water supply facilities work plan to the Comprehensive Plan.

City of St. Petersburg Background:

The City of St. Petersburg is the largest municipality in Pinellas County. The City’s Water Resources Department, Water District Service Area includes the cities of St. Petersburg, Gulfport, South Pasadena, as well as some unincorporated areas within Pinellas County including the Bear Creek, Lealman, Gandy and Bay Pines neighborhoods.

Prior to 1998, St. Petersburg owned and operated three wellfields which supplied water to the above noted areas. These three wellfields were the Section 21 and Cosme-Odesa wellfields in Hillsborough County and the South Pasco wellfield in Pasco County. In 1998 the City deeded the wellheads, plus a one acre parcel surrounding each wellhead, for all three of these wellfields to Tampa Bay Water (“TBW”), the region’s water supply authority. In addition, the City granted easements for the pipelines to TBW. The City continues to own the land comprising the remainder of these three wellfields which surround each one acre parcel and wellhead.

Water supply facilities that St. Petersburg owns and maintains includes the Cosme Water Treatment Plant, Washington Terrace Pump Station, Oberly Pump Station and distribution lines for potable water and reclaimed water.

In light of these 1998 transactions, St. Petersburg no longer owns any source of potable water. TBW has a contractual obligation to supply 100 percent of the water needs for the City's Water District Service Area and St. Petersburg has a contractual obligation to purchase its water from TBW. With some limited exceptions, each member government of TBW has waived its right to individually develop water supply facilities.

The City of St. Petersburg Comprehensive Plan and the Southwest Florida Water Management District Regional Water Supply Plan:

As previously noted, the City of St. Petersburg lies within the area of the Regional Water Supply Plan approved by the Board of the Southwest Florida Water Management District (SWFWMD). It is also a member of TBW, the regional water supply authority which supplies wholesale water to Hillsborough, Pasco and Pinellas counties, as well as the cities of St. Petersburg, Tampa and New Port Richey. As provided by the amended and restated interlocal agreement (Governance Agreement), TBW has an unequivocal obligation and the sole and exclusive right to meet the water demands of the member governments it serves at designated (currently 20) points of delivery. SWFWMD regulates the development and use of water supply through the permitting process in coordination with its Regional Water Supply Plan (RWSP). It should be noted that the 2010 update of the RWSP states "...water supply demands for all use sectors can be met through 2030" (Executive Summary Board approved in July 2011).

The water supply sources for St. Petersburg are primarily planned for and implemented by TBW. This planning process is described and is documented in TBW's Long-Term Water Supply Plan 2008. It should be noted that all water supply sources delineated in this plan are an interconnected system. Thus, water supply sources are not necessarily designated for use solely by any one member government.

Although all raw water supply is provided by TBW, the St. Petersburg Comprehensive Plan, in the Potable Water and the Conservation Elements, recognizes the role of water conservation and water reuse in reducing total water demand. This role, together with the retail water distribution facilities, is St. Petersburg's contribution to meeting the requirements of the 10-Year Water Supply Facilities Work Plan.

Water Sources for the St. Petersburg Water District Service Area - Tampa Bay Water:

As previously noted, St. Petersburg does not own any potable water sources but rather is a member government of TBW. TBW is the regional water supply authority established to provide wholesale water to its six member governments. TBW was created on August 31, 1998 as the successor government agency to the previously established West Coast Regional Water Supply Authority. The West Coast Regional Water Supply Authority had been created in 1974 by State legislation (Chapter 74-114) "for the purpose of developing, storing and supplying water for county or municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas."

TBW, by Interlocal Agreement and a Master Water Supply Contract, must in its Master Water Plan contain sufficient water supply projects to meet the member governments water needs over a 20 year planning horizon. The water authority's "Long-Term Water Supply Plan and Master Water Plan identify sufficient supply projects to meet the 20 year planning horizon needs of the agency's Member Governments" (TBW, February 2012).

Since St. Petersburg derives 100 percent of its water from TBW, the City anticipates sufficient quantities of potable water to meet expected growth over the 10 year planning period of this report.

The 2008 Long-Term Water Supply Plan fully documents the existing regional water supply sources, the demand projections used to propose capital improvements and the long-term supply sources. An update to the Long-term Water Supply Plan and the Master Water Plan is conducted every five years. The most recent update was approved by the TBW Board of Directors on December 15, 2008.

Various agreements govern the activities of TBW on behalf of St. Petersburg and the other member governments as follows:

- Amended and Restated Interlocal Agreement (known as the Interlocal Agreement);
- Master Water Supply Contract; and
- Northern Tampa Bay New Water Supply and Ground Water Withdrawal Reduction Agreement (known as the Partnership Agreement).

In accordance with the Partnership Agreement, TBW has reduced total pumpage from the 11 consolidated wellfields to no more than 90 million gallons per day (mgd) annual average (from an originally permitted quantity of 192 mgd as required by its current water use permit. TBW must also develop at least 85 mgd of new water supply by December 31, 2007. TBW has implemented System Configuration I of its Master Water Plan in order to meet these requirements. System Configuration I projects have now been completed. System Configuration II projects, completed in 2011, further added an estimated 25 mgd median yield to the potable water supply which replaces both the cutbacks mandated in the Partnership Agreement and provides for some future growth.

The permitted quantity withdrawal limit for the 11 wellfields as stated in the Consolidated Permit is listed below together with the permitted quantities for the remaining four wellfields and the surface water facilities:

<u>Water Supply Facility</u>	<u>Permitted Capacity in mgd</u>
Consolidated Permit Wellfields – Total *	90.000
South-Central Hillsborough Regional Wellfield	24.100
Brandon Urban Dispersed Wells	6.000
Carrollwood Wells	0.820
Eagles Wells	0.198
Enhanced Surface Water System (consisting of Tampa Bypass Canal/Hillsborough River, Alafia River, C.W. Bill Young Regional Reservoir) **	90.000
Tampa Bay Seawater Desalination Plant	28.750

* Consolidated Permit Wellfields – Cross Bar Ranch, Cypress Creek, Cypress Bridge, Morris Bridge, Starkey, North Pasco, South Pasco, Eldridge-Wilde, Cosme/Odessa, Section 21, and Northwest Hillsborough. These wellfields are permitted as a single system, and there is no annual withdrawal quantity assigned to any individual wellfield. These wellfields are operated in accordance with the Optimized Regional Operations Plan.

** The Water Use Permits for the Tampa Bypass Canal/Hillsborough River and the Alafia River facilities do not have assigned average annual quantities. The permit authorizes the harvest of a percentage of river flows after either a threshold flow or pool stage has been achieved in each river system. The quantity shown represents the estimated median year yield for these facilities based on projections using the past 30 years of historical data.

TBW's Long Term Water Supply Plan also considered every water supply project in the Southwest Florida Water Management District's Regional Water Supply Plan (RWSP). In addition, the demand projections in the RWSP and TBW's demand projections were evaluated and found to be consistent with each other. TBW also participated in the development of the District's 2011 RWSP. The District's demand projections were found to be consistent with those of TBW, and the water supply projects within the RWSP are also compatible with those of TBW's Plan.

In order to meet the Member Governments' future water needs, TBW must understand projected water demands. The Long-Term Plan reviews and evaluates the Member Governments' Annual Reports, TBW's *Demand Forecasting System (DFS)*, and the Southwest Florida Water Management District's *Regional Water Supply Plan* projections for this purpose. TBW's demand projections, when compared with those contained in the Southwest Florida Water Management District's RWSP, were found to be compatible (within 2-4% of each other over the planning horizon of the facility workplan).

Thus, one of the requirements of the Water Supply Facilities Work Plan, specifically coordinating the Regional Water Supply Plan and the provider's work plan, has been satisfied.

CONCLUSIONS:

TBW has an unequivocal obligation to meet the water demands of the Member Governments it serves. In order to meet the growing needs of its Member Governments, TBW must identify, prove the feasibility of, permit, design, and construct water supply projects which will provide for the 20-year water supply needs on a continuing basis. Developing major new water supplies takes many years, entailing legal and regulatory requirements as well as environmental and technical issues.

As previously stated, System Configuration I and II projects have been completed. According to the most recent TBW Special District Public Facilities Report issued on March 1, 2012, "it is estimated that the Tampa Bay Water Regional System, including the System Configuration II enhancements, will meet the Member Governments water supply needs for at least 10 – 15 years."

St. Petersburg's Water Facilities:

As previously stated, St. Petersburg's water supply facilities include the Cosme Water Treatment Plant, Washington Terrace Pump Station, Oberly Pump Station, distribution lines and appurtenant facilities for potable water and reclaimed water. The capital improvement projects found in the City's Capital Improvements Program (CIP) are primarily required to address replacement and system upgrades rather than deficiencies in the water supply system capacity.

The Capital Improvement Plan over the next five years, 2012/2016, for the Cosme Water Treatment Plant reflects nearly \$17.2 million of improvements scheduled primarily for enhanced water treatment processing, assorted valve and pump replacement and various plant equipment and instrumentation upgrades.

Capital improvements to the Washington Terrace and Oberly Pump Stations over this same time period reflect about \$4.2 million of improvements primarily centered toward facility hardening and equipment replacement.

The distribution system (water transmission main and lines) capital improvement plan shows \$31.5 million for transmission main and line replacement outside of the City limits but still within the water service area plus further system-wide maintenance improvements in service taps, meters and backflows, backflow prevention, meter replacement and water main replacement.

Funds for these improvements are derived from annual transfers from the public utilities operating fund, SWFWMD grants, connection fees, earnings on investments and the issuance of Public Utility Revenue Bonds.

St. Petersburg’s Population Projections:

Table 1 reflects the functional population estimates for the City of St. Petersburg Water District Service Area through the year 2030. Functional population includes permanent resident, seasonal and tourist population. Data was obtained from the Southwest Florida Water Management District (SWFWMD) 2010 Regional Water Supply Plan, Community Planning Pages Section which incorporates the latest population projections (August 2010) and the latest water use permit data (October 14, 2011). The SWFWMD 2010 Regional Water Supply Plan was adopted by its Board of Governors on July 26, 2011. Considering all areas of the Water District Service Area are nearly built out, future development and population growth is limited.

**Table 1
Functional Population Estimates**

Year	St. Petersburg	Gulfport	Total
2010	299,216	14,214	313,430
2015	299,797	14,273	314,070
2020	300,542	14,341	314,883
2025	301,311	14,402	315,713
2030	302,073	14,452	316,525

As previously stated, the City of St. Petersburg Water District Service Area includes St Petersburg, City of Gulfport, Town of South Pasadena, part of the City of Seminole and the unincorporated areas of Lealman, Bay Pines and Bear Creek.

The St. Petersburg Water District Service Area 2010 functional population of 313,430 will require approximately 27.5 million gallons of water per day according to the City’s most recent potable water demand projections. This translates to an average daily demand of 88 gallons of water per person for the entire utility service area. The City’s Comprehensive Plan level of service standard for potable water is 125 gpcpd (gallons per capita per day). St. Petersburg’s continuing consumption decrease is reflective of its successful water conservation and reclaimed water programs coupled with limited outdoor irrigation hours during certain dry weather conditions. The adopted Level of Service of 125 gpcpd is expected to remain unchanged.

St. Petersburg’s Water Demand Projections:

The projected water demand for the next 10 years is based on the City’s adopted Level of Service of 125 gpcpd. As of 2011, the demand for water is approximately 88 gpcpd in the water district service area. Table 2 shows demand since 2008 and for the next five years:

**Table 2
Water Demand**

Year	Demand (mgd)
2008	30.4
2009	29.0
2010	27.1
2011	27.5
2012 thru 2017	27.5

Note: Water Demand is an annual average based on calendar year.
Source: Water Resources Dept., March 2012.

Water Conservation and Reclaimed Water Reuse:

Currently, the City's demand for potable water has decreased over the last decade largely due to ongoing conservation efforts, use of reclaimed water, cost of alternative water supplies from TBW, as well as restrictions placed on potable water use by SWFWMD and the City. Between water years 1991-92 and 2003-04, the City's average day demand for potable water was 35.2 mgd. However, from water year 2008 to date the City's water demand has averaged 28.3 mgd. These decreases have occurred both during a time period in which the City has experienced both an increase in population size and economic growth as well as in the more recent years when populations have dropped and the number of customers decreased.

St. Petersburg, along with all the member governments of TBW, has a consistent message to water customers that conserving potable water is important to the City and the Tampa Bay region in that fresh water supplies are limited. Alternative water supplies are being developed to ensure water supply sustainability but the result is more expensive water. St. Petersburg continues to maintain and expand an extremely successful, long-term water conservation program, with several components that are designed and administered with the goal of effectively reducing the amount of potable water used for outdoor irrigation and encouraging customers to conserve water indoors thereby sustaining the level of potable water conservation already achieved. The City's conservation program includes the following components: 1) a conservation-oriented rate structure, instituted in 1985; 2) making water saving devices available to residents, including indoor plumbing retrofit kits and outdoor water saving kits; 3) toilet replacement, meter replacement and water audit programs for residential water customers; and 4) public education for water conservation.

The City's successful reclaimed water program, initiated in 1977, has greatly reduced the amount of treated effluent disposed through deep wells, while at the same time reducing the community's reliance on potable water for irrigation purposes. Since 2000, the average annual daily demand for reclaimed water has been approximately 19 million gallons. Daily use in 2011 was 16.8 million gallons reflecting above-average rainfall, thereby reducing the demand for

reclaimed water. The average daily use of reclaimed water is also decreasing because reclaimed water customers, like potable water customers, are encouraged to conserve this resource since the supply is limited. If all reclaimed water customers are irrigating in unlimited amounts, the demand exceeds the supply. Reclaimed water customers know that excessive irrigation promotes lawn and landscape problems such as dollar weed and fungus. The reclaimed water system serves approximately 10,917 (primarily residential) customers, up from 10,350 customers in 2005. The 2011 Annual Reuse Report indicates that 10,234 single family residences are served. Additional users of reclaimed water includes 124 multifamily development accounts, 340 commercial accounts and various schools, parks, golf courses and cooling towers.

One additional 10 million gallon above-ground storage tank has been completed at the Northeast Water Reclamation Facility (WRF) to complement an existing 10 million gallon above-ground storage tank completed in 2006 at the Southwest WRF. This gives the City a total of 45 million gallons of above-ground storage. These projects are designed to provide additional reclaimed water storage to assist in meeting diurnal demands. The facilities are also receiving automated controls and monitoring capabilities. These improvements are designed to maximize storage and pumping efficiency throughout the system to help optimize system ability to meet customer demand.

The City's reclaimed water aquifer storage and recovery (ASR) well at the Southwest WRF has also obtained an operating permit after several years of testing. This provides a seasonal storage component to complement the short-term component that storage tanks provide. Additional ASR wells may be constructed in the future.

The City also has a short-term peaking supply well (the REWARD well) at the Albert Whitted WRF to augment the reclaimed water system. This provides water during the dry season, when demand for reclaimed water is at its greatest.

Proposed Amendments to the Comprehensive Plan:

A review was conducted of the Comprehensive Plan to determine the need for amendments necessitated by the Water Supply Facilities Work Plan Amendment. Existing Comprehensive Plan Objectives and Policies already address many of the legislative issues such as coordination of water supply planning activities and concurrency requirements.

The elements reviewed were Potable Water, Sanitary Sewerage, Capital Improvements, Conservation, Aquifer Recharge and Intergovernmental Coordination. *Planning & Economic Development staff determined that no further text amendments were required in any of these elements due to the comprehensive update completed in 2008 at the initial adoption of the City's 10-Year Water Supply Facilities Work Plan.*

SECTION II – 10-YEAR WATER SUPPLY FACILITIES WORK PLAN

Exhibit A

ST. PETERSBURG TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN										
(In 000's)										
FACILITY	13	14	15	16	17	18	19	20	21	22
<u>Sources of Funds:</u>										
Bond Proceeds	7,893	0	12,508	0	10,000	0	10,000	0	10,000	0
Earnings on Investments	250	275	300	350	400	500	500	500	500	500
Transfer from Operating Fund	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Connection Fees/Meter Sales	798	818	839	861	882	904	926	950	973	997
	9,941	2,093	14,647	2,211	12,282	2,404	12,426	2,450	12,473	2,497
<u>Requirements:</u>										
Cosme WT Plant	0	172	437	3,189	0	500	500	500	500	500
Oberly Pumping Station	0	125	185	156	655	150	150	150	150	150
Washington Terrace Pumping Station	0	177	172	140	655	150	150	150	150	150
Water Maintenance	6,168	4,920	4,815	6,010	5,155	5,200	5,200	5,200	5,200	5,200
Reclaimed Water	275	325	175	175	175	175	175	175	175	175
TOTAL REQUIREMENTS	6,443	5,719	5,784	9,670	6,640	6,175	6,175	6,175	5,675	6,175
Inflation factor*	0.025	0.050	0.075	0.100	0.125	0.150	0.175	0.200	0.225	0.250
TOTAL REQUIREMENTS	6,604	6,005	6,218	10,637	7,470	7,101	7,256	7,410	6,952	7,719

* 2.5% budgetary inflation factor added annually

Attached documents for item Open Forum

OPEN FORUM SIGN-UP

Council Meeting Date: 2/21/13

Note: Individuals wishing to address City Council must be a Business Owner, Live within the City, Own Property or be a City Employee.

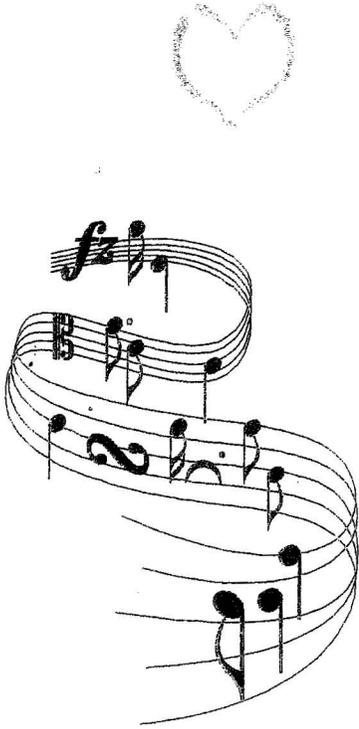
Please Print

<u>Name</u>	<u>Address</u>	<u>Subject</u>
1. ✓ Momma Tee Lassiter		Town Hall Meeting
2. ✓ John Centinaro	2704 W. Juneau St Tampa	
3. ✓ TIM REID	422 NE 4th St, Boca Raton	
4.		
5. ✓ DAVID M KAZIP	931 SW 13th Ln	STEELE FL
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Moonlit Night In Tampa Bay

Romantic Love Song

Words & Music By
John Centinaro



Walking On The Beach Together
Where I Vowed My Love Forever
She Said She'd Be My Bride
Then We Laughed Until We Cried

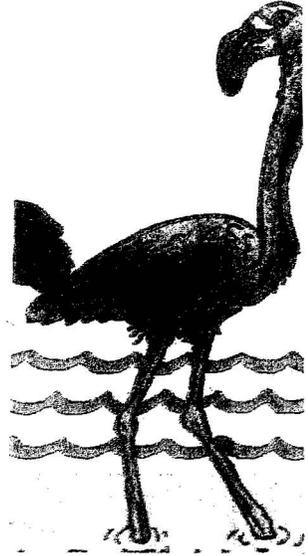
Then I Kissed Away Her Tears
I Could Feel Her Embrace
No One Could Take Her Place
I Will Love Her Through The Years

On A Moonlit Night In Tampa Bay
We Fell In Love
Beneath The Stars Above
She Captured My Heart
She Took My Breath Away
In Tampa Bay

When I Looked Into Her Eyes
That Moment I Knew
It Was Then I Realized
She Was My Dream Come True

As Years Go By We Can Recall
Our Precious Memories
We Can Smile We Can Say
We Had It All In Tampa Bay

Me Enamore En La Playa
La Playa De Tampa Bay
Me Recuerdo Tus Besos
Tu Eres Mi Corazon



City Council
2/21/13
(Open Forum)

TAMPA BAY PROMOTIONS

JOHN CENTINARO

Djcentinaro@verizon.net (813) 933-1869
<http://TampaBayLoveSong.webs.com>

Dear St. Petersburg City Council Members,

February 21, 2013

My name is John Centinaro. My wife, Delores, and I, would like to submit the enclosed CD featuring a beautiful, romantic love song entitled, MOONLIT NIGHT IN TAMPA BAY, for your approval and support.

The timing is perfect to promote this song nationally because the world knows Tampa Bay, especially after the RNC where Tampa Bay received positive media global exposure.

National airplay would increase tourism revenue for Tampa, St. Petersburg, Clearwater and surrounding areas. The economic impact would be enormous. WE ALL BENEFIT, WE ALL WIN. Local media airplay is imperative before national media follows suit.

Respectfully, I have been involved in the music business for over 40 years. I have the knowledge, experience, and strategy to achieve this goal with your public endorsement and support. You may also kindly review my background in the music business.

Thank you. I look forward to your response.

 
John Centinaro
(813) 933-1869

*cc mtg
2/21/13
Open Forum*

TAMPA BAY PROMOTIONS

JOHN CENTINARO

(813) 933-1869

<http://TampaBayLoveSong.webs.com>

ABOUT JOHN CENTINARO



JOHN CENTINARO has been involved in literally every aspect of the music business from music publisher, to record producer, and booking agent working with Hank Williams Jr., Mel Tillis, Tommy Cash, Tanya Tucker, and many others. John has been coached and mentored from the best: Phil Gernhard (Record Producer and former VP of Curb Records), Mike Curb (founder Curb Records and former President of MGM), Henry Stone (owner Tone Distributors), Buddy Lee (founder and owner of Buddy Lee Attractions), and Joe Melson (Producer and Songwriter for Roy Orbison) to name a few. During his long and distinguished career, John managed and coached countless artist Top-10 performances including Mercy (Love Can Make You Happy), The Country Cavaleers,

Bobby G. Rice, and many others. Although technically retired, John continues to exert influence in the music business through his charitable and civic work within the Tampa Bay community. John has served as entertainment chairman for the Ybor Chamber of Commerce and has been the President of the Ybor City Lion's Club for the past 9 years.

Centinaro Sings the Praises of Tampa to Bocelli



Joe Capitano, Sr., president of the Italian Club in Ybor City, welcomes Andre Bocelli to Tampa. Bocelli, one of the great tenors in the world, performed at the Ice Palace last Saturday night. Also pictured from left to right are Jon and Dee Centinaro and Gilda Capitano.



CONTACT JOHN CENTINA
AT BUDDY LEE ATTRACTI
NASHVILLE, TENNESSEE
615 - 244-4336

Artist Management ; The World's Foremost Talent

Suite 300 / 650 10th Avenue, South / Nashville, Tennessee 37203 / (615) 244-4336
888 Seventh Avenue / New York, New York 10019 / (212) 247-5216
666 Farnam Building / 1613 Farnam Street / Omaha, Nebraska 68102 / (402) 346-7369

ARTIST ROSTER (Listed Alphabetically)

COUNTRY & WESTERN

Roy Acuff, Jr.
Urel Albert
Rex Allen & The Men Of The West
Ernie Ashworth
Ava Barber
Johnny Bernard/Julie Jones Show
Jack Blanchard & Misty Morgan
Marti Brown
Wilma Burgess
Bill Carlisle
Tommy Cash & The Tomcats
The Country Cavaleers
Billy ThunderKloud & The
Chieftones with Extra Added
Attraction Lamar Morris & The
Morris Code
Mike Curb Congregation
Danny Davis & The Nashville Brass
Skeeter Davis Show
Penny DeHaven
Johnny Dot Show
The Ronnie Dove Show
Vicky Fletcher Show
The Footsteps
Don Gibson
Martha Hall & The Hallmarks
Bobby Harden
Clay Hart/Sally Flynn Show
The Musical Harts
Stonewall Jackson & The Minutemen
Lois Johnson/Don Silvers Show
Claude King Show
Donny King
Faye LaBeau

Hank Locklin
Marvin Rainwater
Bill Rice
Bobby G. Rice
David Rogers & The Country
Mile
Bob Sanders Show
Joel Sonnier
Red Sovine
Arnett Stratton Show
Chip Taylor & Ghost Train
Sheila Tilton
Roy Wiggins Show

PERSONALITIES

Arthur Godfrey with "Goldie"
Horse Shows and Rodeos

POP

*Ed Ames
*Rosemary Clooney
*Doodletown Pipers
Bob Eberly
Dick Haymes
*Eartha Kitt
Art Mooney & Orchestra
*Donald O'Connor
Les Paul Trio
Carmel Quinn
Frank Sinatra, Jr.

*Joannie Sommers
*Kay Starr
Enzo Stuarti
The Four Seasons
The Irish Rovers
The Platters

COMEDY

*Allen & Rossi
*Morey Amsterdam
*Pat Buttram
*Alan Drake
*Jerry Lester
*Rose Marie
*Louie Nye
*Henny Youngman

CHILDREN ATTRACTIONS

Bugs Bunny & Friend
Porky Pig
Yosemite Sam
Wile E. Coyote
Sylvester
Tweety
Adam West (Original
BATMAN)
Burt Ward (Original
ROBIN)
Danny Seagran (Original
SPIDER-MAN)

*In conjunction with Loeb and Weems, William Loeb Management, Inc., Beverly Hills, California.

CARL SMITH

Columbia Records – Single

BILLIE JO SPEARS

Capitol Records – Single

JOE STAMPLEY

Dot Records – Single

WYNN STEWART and BAND

RCA Records – Four in Unit

RONI STONEMAN

Dot Records – Single

BOBBY SYKES

Happy Tiger Records – Single

GORDON TERRY

Capitol Records – Single

MEL TILLIS

and The Statesiders

MGM Records – Seven in Unit

Member of the Grand Ole Opry

TANYA TUCKER

Columbia Records – Single

VAN TREVOR

Royal American Records – Single

Regular Member of WWVA Jamboree

GEORGE WALLACE, JR.

VTR Records – Single

with Band – Five in Unit

HANK WILLIAMS, JR.

and The Cheatin' Hearts

including The Drifting Cowboys,

Hank Williams, Sr.'s. Original Band

MGM Records – Eight in Unit

THE MUSICAL HART FAMILY

Zondervan Records – Six in Unit

Promoter;
Oscar Davis
introduced
Elvis to Col.
Parker.



**MEET THE STAFF
OF
BUDDY LEE ATTRACTIONS, INC.**

JOHN CENTINARO; *One Nighters*

OSCAR DAVIS; *Good-Will Ambassador*

DON FOWLER; *Bands & Lounge Acts*

DOROTHY HESS; *Secretary & Publicity*

ROGER JAUDON; *Executive Vice-President*

BUDDY LEE; *President*

DOTTIE LYNESS; *Contract Department*

JOHNNIE MASSEY; *Fairs & Outdoor Events*

EARL OWENS; *One Nighters*

JOYCE OWENS; *Accounting*

EDDIE PLEASANT; *Mailing Department*

JERRY RIVERS; *One Nighters*

JIMMY SELPH; *Clubs & One Nighters*

JEAN SOPHA; *Secretary*

BILL SOTTILE; *Mail Department*

MARY STEELMAN; *Receptionist*

CHUCK WELLS; *One Nighters*



LA GACETA

PUBLICADO ININTERRUMPIDAMENTE DESDE 1922



VIERNES, JULIO 12, 1991, TAMPA, FLORIDA

PRECIO: 35 CENTAVOS

Schwarzkopf Honored by Locally Produced Song



John Centinaro (left), co-writer of "The General Was a Bear," received congratulations from State Representative Elvin Martinez. The song, honoring General Norman Schwarzkopf, has received international media coverage. Centinaro, a real estate investor, and co-writer Bernie Early are both of Tampa. The song, produced and sung by local artists calling themselves The Patriots, begins with the recorded sound of a Patriot missile being launched and ends with the sound of a fireworks celebration.

Published
Consecutively
Since 1922

AÑO 69—NUMERO 28

Cynthia Schwarzkopf, Melanie Rose, J. Centinaro, Mrs. Norman Schwarzkopf



Song salutes Bear's troops

By DANIEL J. VARGAS
Times Staff Writer

TAMPA — When John and Delores Centinaro attended the May 5 celebration for Gen. H. Norman Schwarzkopf, they were surprised to hear the general say, "We kicked their butts over there."

That's because it's a line from their song, *The General Was a Bear*.

Thought up by John, a real estate investor, and Delores, a first-grade teacher at St. Lawrence Catholic School, the song is a tribute to Schwarzkopf and his troops. Bernie Early, a friend and professional singer from Clearwater, also wrote the song.

Others will be able to hear the song when it becomes available this morning at local record stores.

Normally, the Centinaros don't share their songs with the rest of the world.

"We'll be driving down the street and I'll say something profound and John will say that's a good title for a song and from here we just start writing lines," Mrs. Centinaro said. "That's how this happened."

Mrs. Centinaro thought up the song when she looked at a teddy bear and told her husband that the general was like a bear.



Delores Centinaro, above, and John Centinaro thought up the song as a tribute to Gen. Schwarzkopf and his troops.



Tampa couple's new song extols Schwarzkopf's exploits in Gulf

By MYRON B. PITTS
Tribune Staff Writer

TAMPA — Like many celebrated Americans before him, Tampa's national hero has had his feats recorded in song.

"The General Was a Bear," a four-minute cassette single about the exploits of Gen. H. Norman Schwarzkopf, has been recorded by a local group calling itself The Patriots.

About 500 of the tapes should hit the shelves of area Peaches record stores and some Tracks record stores by Friday, according to co-writer and co-producer John Centinaro. They will sell for \$4.95 each.

The song opens with a drum roll and a sound simulating the launching of Patriot missiles, which intercepted Iraqi Scud missiles in the recent Persian Gulf war. Then a baritone voice narrates "The Bear's" accomplishments during Operation Desert Storm, although Schwarzkopf is never mentioned by name.

The three-minute, 50-second song was recorded in a 24-track studio in Tampa. A thousand copies have been distributed at Tracks, Peaches and Record Bar chain stores.

If all goes well they hope the song will go national.

Centinaro said much of the proceeds will go to charities, including the American Red Cross.

After the idea and a few lines were written, John went to a friend, Early, and together they wrote the lyrics and music for the song. James Hussmann of Venice, who produced the song, came up with \$5,000 for the project.

Early also can be heard in the song speaking.

The song chronicles the war in the gulf and comes to an end with: *Hussein will long remember, Until his dying day, The man they call the Bear; The general from Tampa Bay.*

At the end, the sounds of fireworks can be heard exploding in the background.

"I think I appreciate music even more than I did before, now that I know the time and effort that goes into it," Mrs. Centinaro said

Along with a synthesizer accompaniment and the trill of real trumpets dubbed in, the narrator tells a story filled with symbolism and patriotism:

"Then the orders came/In the middle of the night./It was time for the Bear and his cubs./It was time for freedom's fight."

Centinaro, a Tampa real estate investor, and his wife, Delores, a teacher at St. Lawrence Catholic School, said they came up with the idea for the song a week before Tampa's "welcome home" celebration for U.S. troops May 5.

Centinaro said they were caught up in the excitement of the homecoming for the chief of the U.S. Central Command, the MacDill Air Force Base headquarters over American troops in the Middle East.

"We have a worldwide hero in our midst," Centinaro said. "He could be from California, but he's from Tampa Bay of all places."

The General Was A Bear

4-30-91

By John Centinaro
Bernie Early

The oil ran red
From the blood in the sand.
Could someone stop it?
Was there such a man?

They watched and waited,
With much concern.
Could they free these people
Before all was burned?

No one knew
Far away from there
Such a man was watching,
They called him Bear.

Then the orders came
In the middle of the night.
It was time for the Bear and his cubs.
It was time for freedom's fight.

He said to his troops,
"I value your lives."
They were all volunteers,
These husbands, these wives.

Bridge:
They fought them from the air
Shelled them from the sea
They got them on the ground
And rode on to victory

You can call him General,
You can call him Bear,
Where freedom gets in trouble,
You can call him there.

As soft as an snow,
The Bear set his plan,
He blew the dust from the desert,
And kicked their butts in the sand.

We salute you General!
Yes, we're proud to say,
You'll always be our hero
In the good old U.S.A.

Hussein will long remember
Until his dying day,
The man they call the Bear,
The general from Tampa Bay.

Still they left for the desert,
Every woman away man,
That's what heroes do,
They just take command.

Bridge

Produced by: John Centinaro and James Hussmann
Arranged by: Wayne Billingsay
Narration: Bernie Early
Synth Programming: Rick Stewart
Backup Vocals: Matt Clark, Shari Yarbser, Delores Centinaro
Drums: Gary Elliot
Recorded at Axium, Tampa, FL

Zarit Music Co. B.M.I. • 813-933-1869



John Travolta accepted the invitation from John Centinaro to appear at the Italian Club in Ybor City, Florida.



**John Centinaro & Frank Stallone
Dinner at Bernie's Ybor City 2008**

Attached documents for item Association of Volleyball Professionals Presentation

CITY COUNCIL AGENDA
AWARDS & PRESENTATIONS

February 7, 2013

TO: The Mayor and Members of City Council

SUBJECT:

Association of Volleyball Professionals Presentation

PRESENTER:

Karl Nurse, Chair
City Council

SCHEDULE FOR COUNCIL ON:

February 21, 2013

Presentation
①

About.com Volleyball

Who is Donald Sun?

How Lessons from His Father Could Help Him Save the AVP

By Beverly Oden, About.com Guide

When the news broke on April 2nd that the AVP Tour had been sold to a man by the name of Donald Sun, only [a few tidbits](#)¹ of information about the [mysterious new owner](#)² were floating around. All we really knew was that Sun is a former tech company executive.



Getty Images

At first glance, it seems that working at a tech company could not possibly prepare a person to run a professional sports tour, let alone one as complicated as the AVP. Upon further investigation, it turns out that Kingston Technology is not just *any* tech company. And the newest owner of the perennially troubled AVP was not just *any* executive over there.

Sun left his position at Kingston after 13 years because he wanted to strike out on his own and do something different. Though he has a grasp of where the sport has been and where it is now, he does not want to be thought of as beach volleyball's knight in shining armor, here to save the sport from itself. But just a few days into his [new venture](#)³, he is certainly feeling the weight of the expectations coming at him from those who love the game and want to see it return to prominence.

The 36-year-old Orange County native believes whole-heartedly that the sport can be revived and vows to put in the time and work necessary to make that happen. Whether Sun will prove to be the one we've all been waiting for to make beach volleyball viable and profitable is impossible to discern at this point. But it is safe to assume that his unique business experience will have a huge bearing on the way he operates the AVP.

Who is Donald Sun?

To get to know the AVP's latest owner, you must first know his father. Everything Donald knows about business he learned from watching his dad, one of the brightest business minds in the world.

"My dad, he is a cool guy," Donald says. "He is really knowledgeable. He's my mentor in terms of how to think like a businessman. It is not about needing people. It's about just being human and being reasonable and being kind."

Donald's father is the owner and founder of Kingston Technology in Fountain Valley, CA. David Sun [ranks 418th](#)⁴ on Forbes Magazine's most recent list of the richest 500 people on the planet with a reported net worth of \$2.8 billion. He ranks 138th in the United States. But more interesting than how much money he's earned is the story of how he acquired it.

When Donald Sun was 11 years old, he remembers sitting in the bonus room of his family's Irvine home and playing a little game with his father. He sat beside his dad as he worked on some computer circuitry. Donald was given a layout, an ohmmeter and a board. His job was to listen carefully. Whenever he heard a beep, he was to make a checkmark for his Dad.

"It was kind of fun," says Donald. "It was like treasure-troving. But little did I know he was reverse-engineering a circuit board. He was creating it, building it, shipping it, selling it. And those were the first days of add-on memory."

Today, David Sun is a self-made billionaire operating the nation's largest privately held computer memory company. He made his money with products that allow us to store more information on our computers and small electronic devices and by revolutionizing the process by which these products are manufactured. He made it by adapting to an ever-changing world of technological innovations. He made it despite a volatile stock market and treacherous dips in demand for the products he manufactured.

In a world where corporate greed is rampant and companies do everything they can to pad the bottom line often at the expense of the employees, David Sun did the opposite. He made his money honestly and earnestly, all the while remaining extremely accessible to his employees.

Donald learned a great deal from sitting at his father's feet and watching as he built his empire. Now it is Donald's turn to build a business from the ground up. With the AVP Tour, he has name recognition in his corner, but he has definitely picked a formidable challenge for himself. Though he'll bring his own perspective to the job and says he won't look to his father for help, his years of working for and with his dad have taught him a number of lessons that are likely to be useful as he attempts to re-build the pro beach volleyball tour.

*This About.com page has been optimized for print. To view this page in its original form, please visit: <http://volleyball.about.com/od/avp/a/New-AVP-Owner-Donald-Sun.htm>
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Links in this article:

1. <http://volleyball.about.com/b/2012/04/04/new-avp-owner-revealed.htm>
2. <http://volleyball.about.com/b/2012/04/11/cocktail-with-donald-sun.htm>
3. <http://volleyball.about.com/od/avp/a/Q-A-Donald-Sun-AVP.htm>
4. <http://www.forbes.com/profile/david-sun/>

Attached documents for item City Council convenes as the Community Redevelopment Agency.

Attached documents for item Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the substantial renovation of "The Shops at St. Pete," located at 153 - 2nd Avenue North, consistent with the Intown Redevelopment Plan, as reviewed in Community Redevelopment A



st.petersburg
www.stpete.org

Community Redevelopment Agency
Meeting of February 21, 2013

CRA Case File: IRP 13-1a

REQUEST

Review of substantial renovations to “The Shops at St. Pete”, located at 153 2nd Avenue N, for consistency with the Intown Redevelopment Plan.

APPLICANT INFORMATION

Applicant The Shops at St. Pete
 c/o Kevin Dunn
 153 2nd Avenue North
 St. Petersburg, FL 33701

Architect Harvard Jolly Architecture
 2714 Dr. Martin Luther King, Jr. Street North
 St. Petersburg, Florida 33704

OVERVIEW OF PROJECT (see Attachments)

The Project proposes substantial renovations to the former BayWalk urban entertainment complex that will re-brand the site as “The Shops of St. Pete.” While the essential site plan, massing, setbacks, height and current square footage of “The Shops” will mirror its predecessor, the architectural makeover reinvents the complex with a 21st century interpretation of modern design in a Florida context. Gone are the smooth stucco wall finishes, curvilinear Mission-style parapets, and the fountains, planters and architectural features inspired by quatrefoil design characteristic of Mediterranean Revival. In its place are proposed facades expressed with clean rectilinear lines, expansive storefront glazing, simple metal handrails, travertine stone and the muted adornment of modernist architecture.

The Project retains its two-story U-shaped plan that arrays the retailing space around a central Plaza. The new design extends covered walkways at both the Plaza and Terrace (second floor) levels that will allow patrons to access retailers on either side of the complex while protected from the weather. This design feature will allow restaurant patrons to dine alfresco along 2nd Avenue North. At the Plaza level, the design proposes adding square footage to the east and west wings of the complex at the rear near the Muvico Theater entrance. This will be accomplished by enclosing open space that currently serves as covered walkways. On the east

wing, additional space will be added by “squaring off” the currently angled space just west of the established women’s clothing store Chicos. Vertical access between the Plaza and Terrace is provided via a stairway and escalator at the rear of the Plaza near the entrance to Muvico as well as a set of stairs in both the east and west wing near Second Avenue North.

The Plaza welcomes patrons to “The Shops at St. Pete” and will augment retail activities by continuous programming of events, including fashion shows, wine tastings, food shows, and celebrity events. The Plaza is symmetrically framed by two towers on the east and west wing near its entrance from 2nd Avenue North; two overhangs for alfresco dining that project from the second-floor Terrace on the east and west wings sides; and two towers that frame the passageway to Muvico Theater and that terminate the Plaza view. These towers will house Jumbotron televisions for viewing events in the Plaza. A tower, centered visually between these Jumbotrons, will be constructed on the Muvico Theater building to recreate its current marquee in a style that blends with the architecture of “The Shops at St. Pete.” Each of these towers will have internal lighting that backlights louvered panels for dramatic effect.

CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN

The Intown Redevelopment Plan (IRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis

The Project is located on Block A of the IRP’s unified retail program, which encompasses an eight-block area that includes among others the Progress Energy/St. Petersburg College, Jannus Landing, MidCore and SouthCore blocks. The unified retail program encourages new development with intense retail activity that integrates with St. Petersburg College, BayWalk, Jannus Landing, and the Beach Drive Shops and implements the Waterfront Plan. The program also calls for street level activities to better integrate retail within the Core.

“The Shops at St. Pete” calls for continuing the ground floor retail activity in the same locations as that found in BayWalk. At the same time, it improves “retail integration” by removing the structure that once obscured the courtyard and retail users not fronting on Second Avenue North. The now spacious Plaza will ensure visibility for all retailers in the complex from the south and attract pedestrian traffic that is increasingly drawn from Beach Drive to uses along Second Avenue NE such as the Ale and the Witch, Wine Madonna, Roboto Sushi, El Metate, and Good Night Moon. Proposed retailing for “The Shops” will be augmented by programming events for the Plaza, including fashion shows, wine tastings, food shows, and celebrity events.

The zoning for the site is DC-1, which calls for “intense mixed-use development which creates a strong mixture of uses that enhance and support the core...Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail and cultural activities.” DC-1 allows a floor area ratio of greater than 7.0 with bonuses. The Project, which mirrors the development mix and intensity of BayWalk, is therefore consistent with the Intown Redevelopment Plan.

Design Criteria

Design criteria in the IRP that pertain to this project include:

- *architectural, aesthetic and functional integration of buildings within a project;*
- *provision of architectural variety to the area and uses that generate street level activities;*
and
- *inclusion of streetscaping features to enhance the pedestrian environment.*

The substantial renovation of “The Shops at St. Pete” is based on an architectural rebranding of the complex from its original Mediterranean Revival inspiration to a 21st century interpretation of modernist architecture. The signature elements of that interpretation – clean rectilinear lines on the façade, simple architectural adornments, travertine cladding – have been extended on all building elevations. In addition, the proposed design improves on Terrace level circulation by extending walkways and expanded dining areas along both the southwest and southeast elevations where they do not currently exist. Patrons can now traverse the entire Terrace level.

The “Shops at St. Pete” provides architectural variety to an area replete with diverse design. From 1920s commercial vernacular buildings and small 1950s storefronts along Beach Drive, to 1980s office towers and 21st century condominium towers, the area contains few architectural themes that tie the surrounding buildings together. What makes the area vital are the street level uses, which draw pedestrian traffic. The Project will continue this pattern by returning more than 80,000 SF of retail to the downtown core.

Finally, “The Shops of St. Pete” will continue streetscaping features that currently exist while making improvements that better link the Plaza with Second Avenue North. The Plaza, which is highly visible from Second Avenue, will add fountains, planters and seating that will enhance the pedestrian environment. The developer has entered into a long-term maintenance and security agreement with the City to manage and program the north/south pedestrian connection between MidCore Garage and “The Shops at St. Pete.”

IRP 13-1A

FEBRUARY 21, 2013 CRA MEETING

PAGE 4

SUMMARY AND RECOMMENDATION

Administration recommends approval of the attached resolution finding the proposed renovations to the "The Shops at St. Pete" consistent with the Intown Redevelopment Plan as reflected in report IRP 13-1a based on preliminary plans submitted for review subject to final building plans being reviewed and approved by CRA staff.

CRA RESOLUTION NO.

A RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY FINDING RENOVATION OF "The Shops at St. Pete" (153 2nd Avenue N) CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN AS REVIEWED IN THE COMMUNITY REDEVELOPMENT AGENCY REPORT (IRP 13-1a); AND PROVIDING AN EFFECTIVE DATE.

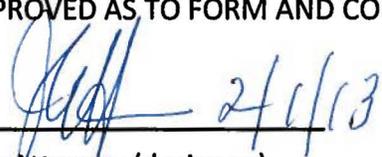
WHEREAS, the Community Redevelopment Agency of the City of St. Petersburg has adopted the Intown Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas; and

WHEREAS, the Community Redevelopment Agency has reviewed "The Shops at St. Pete" as described and reviewed in CRA Review Report No. IRP 13-1a.

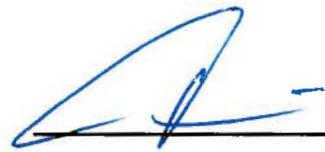
BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds "The Shops at St. Pete" consistent with the Intown Redevelopment Plan, subject to final building plans being reviewed and approved by CRA staff.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT



City Attorney (designee)

 - 2-1-13

Dave Goodwin, Director Date
Planning & Economic Development Department



Architectural Vision

Reinventing BayWalk is an exercise in commitment to the success of an entire city. It is an opportunity to strengthen St. Pete's vitality and to complement the area's future growth and success by raising the bar in support of its energy and vision.

As many will attest, a dynamic, forward-thinking lifestyle is flourishing in downtown St. Petersburg.....new, friendly, open, and rich in pedestrian vibrancy that stimulates all our senses. It is for these reasons that The Edwards Group has committed to a reinvention of an existing structure first developed under less optimistic circumstances.

Versus the original Mediterranean revival architecture, which was built as a fortress-like environment, inwardly focused, and awkward in its insensitivity to our climate, the proposed architectural style for the renovation of The Shops at St. Pete is about openness, inclusion, and clarity of purpose. The proposed architectural design embraces a modern style that respects context and climate and uses appropriate materials in an honest manner.

Simple volumes are penetrated vertically and horizontally while clear geometry and symmetry are expressed in covered walkways that surround the Plaza and provide shaded comfort from the elements.

The projecting horizontal canopies and balconies are finished in durable wood grain planks, creating intimacy and providing texture to the ceilings. Natural stone floors and see-through metal handrails are detailed to support the design concept. Focals such as the Muvico building entrance are flanked by large projecting overhangs housing terraces with al fresco dining areas, providing architectural interest and

destinations. Travertine clad stone portals, glass storefronts, stucco and large scale louvers and light towers are activated by natural sunshine and lighting design illuminating the textures of the project.

The Plaza

Opened to 2nd Avenue activity and energy, The Plaza level welcomes foot traffic and is positioned as a destination drawing patrons to the center. It reflects a branded memorable environment, and a human activity center in the heart of the waterfront district.

The Plaza welcomes and provides a sense of wonder, excitement, surprise, and expectation, both day and night. Maintaining interest and engagement, The Plaza always has activity that captivates the senses and makes you want to linger. Shade for comfort, sound for interest, and landscaping for color and contrast are utilized to preserve an “alive” quality in The Plaza.

Designated social gathering areas and outdoor dining opportunities with decorative shade structures provide meeting places for social rendezvous day and night. During the evening, The Plaza provides a dreamlike atmosphere allowing the retailers to brightly connect with pedestrian traffic via theatrically lit merchandised window displays that encourage exploration. Dramatic lighting of the architecture surrounding The Plaza, illuminated light towers, Jumbotron videos, and internally lit water features present an atmosphere of wonder and connectivity, keeping The Plaza enlivened at all hours of operation.

For special events, The Plaza will transform into a gathering space by means of temporary sets for fashion shows, wine tastings, food shows, celebrity events and similar celebrations and functions.

The Terrace

Positioned as the social lifestyle epi-center, The Terrace level (upper level) of The Shops at St. Pete transports you into a social gathering center and lifestyle entertainment.

Easily accessible via elevator, open air escalators, or grand stairways, large overhangs shade the tropical, fan-covered terraces appointed with comfortable lounge seating groupings. Retailers catering to high service and personal care and signature restaurants featuring al fresco dining will welcome you to The Terrace level. Concierge services are offered here for the center and include providing information on events throughout the downtown district. Additional patron conveniences are top-of-the-line resort-style facilities, free WIFI, ATMs – attention to every detail has been paid to this location.

Daytime, evenings and weekends, The Shops at St. Pete will be the place to see and be seen and a must-stop experience while visiting the downtown waterfront district.

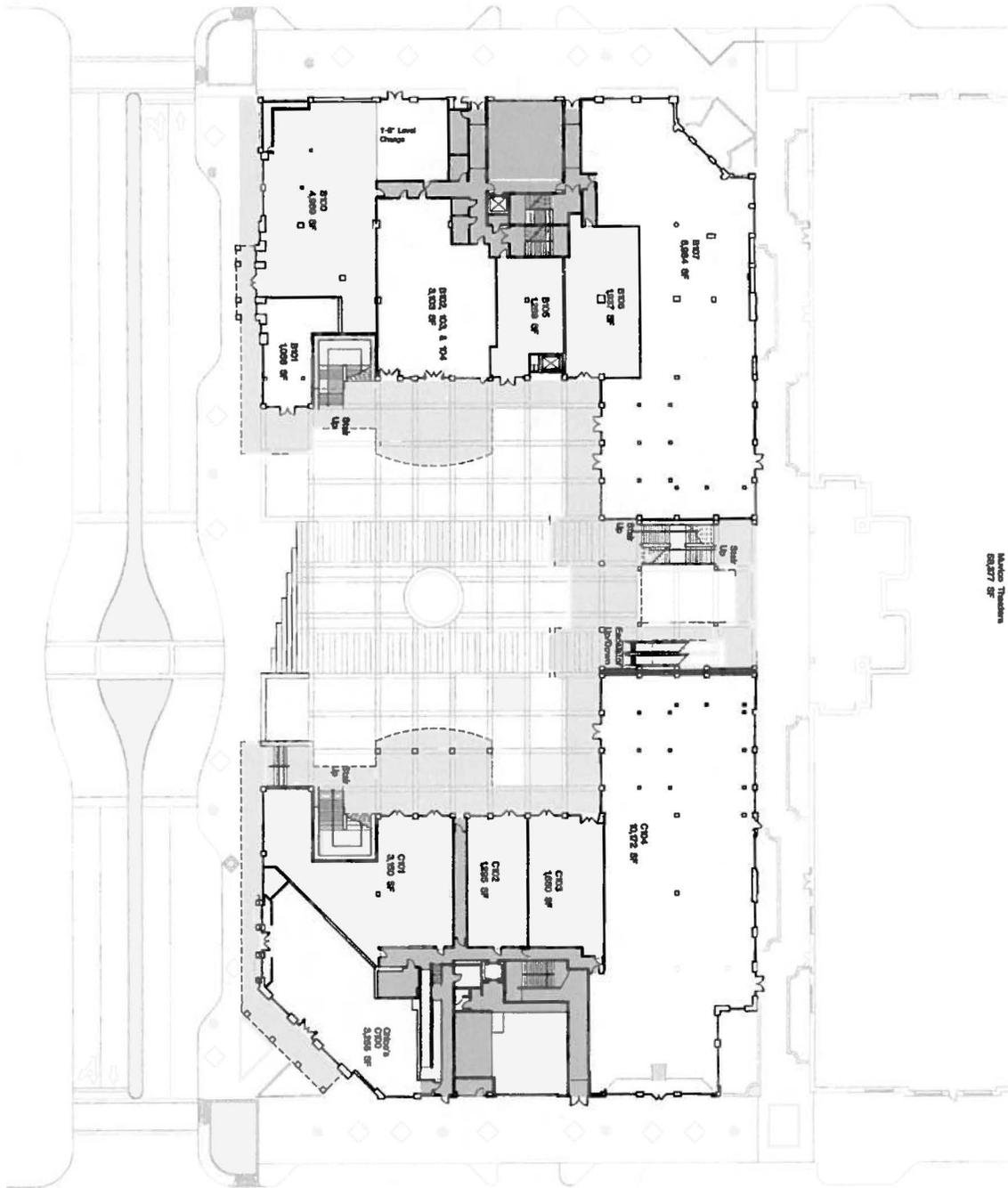


City File #
IRP 13-1a
153 2nd Ave North



Attachment 1

Plaza Level



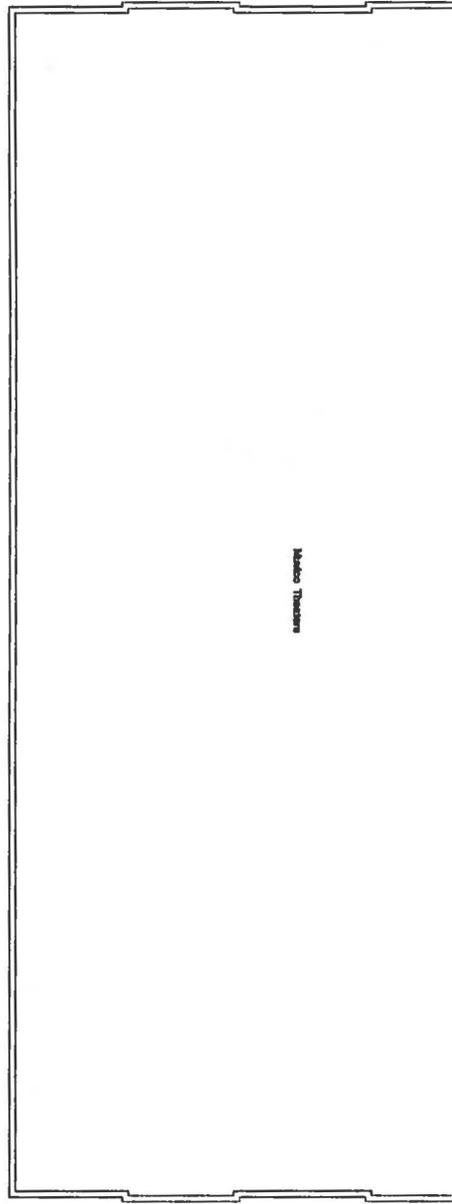
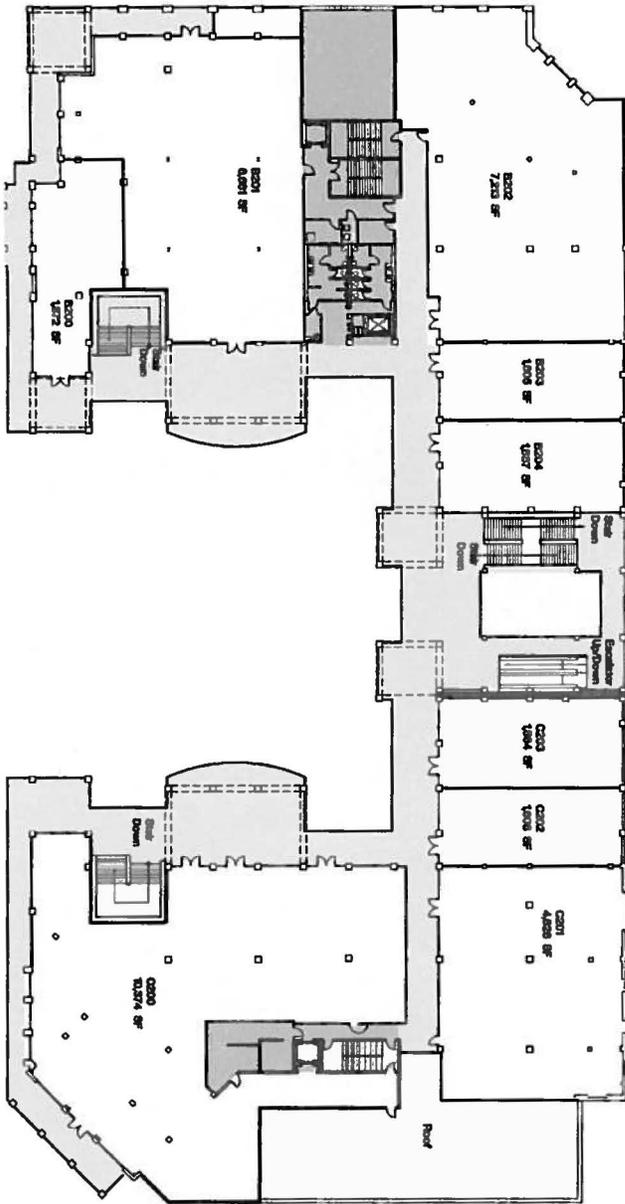
Malibu Theaters
02/07/17 SF

COLOR LEGEND
 COVERED WALKWAY
 SERVICE AREAS



Attachment 2

Terrace Level





TERRACE LEVEL

COLOR LEGEND
 COVERED WALKWAY
 SERVICE AREAS

Attachment 3

Plaza Level from 2nd Avenue North



Attachment 4

View from Southeast



Attachment 5

View from Southwest



Attachment 6

Southeast Street Level



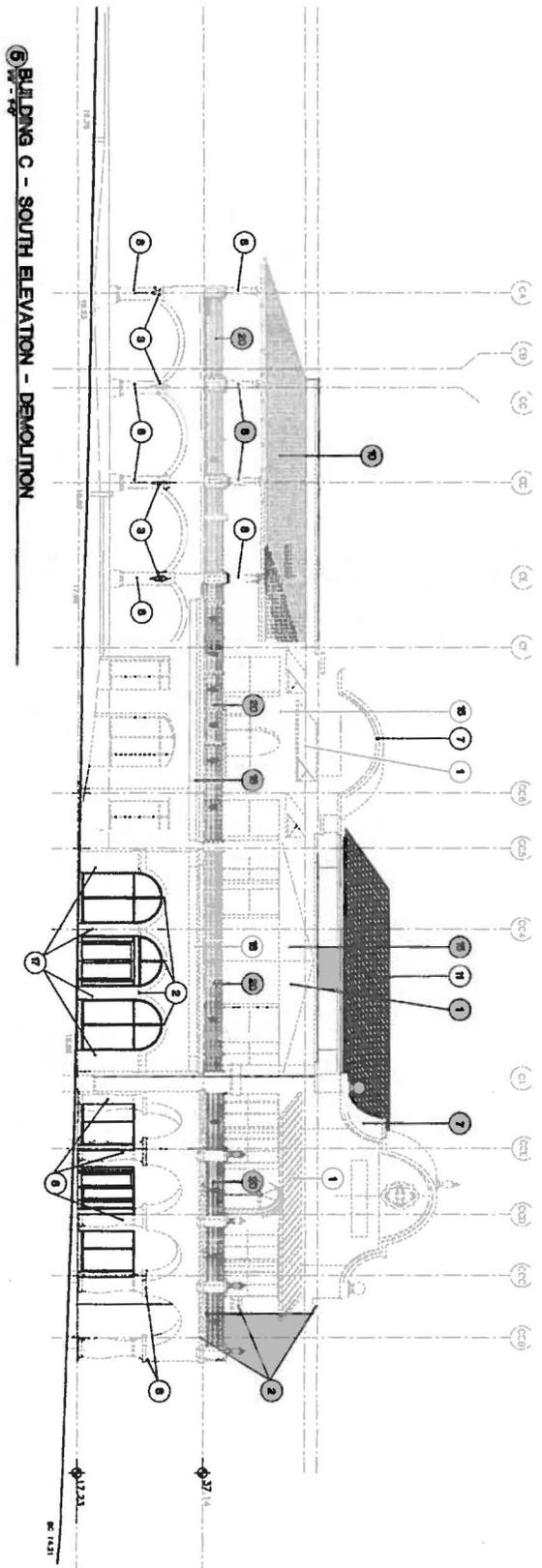
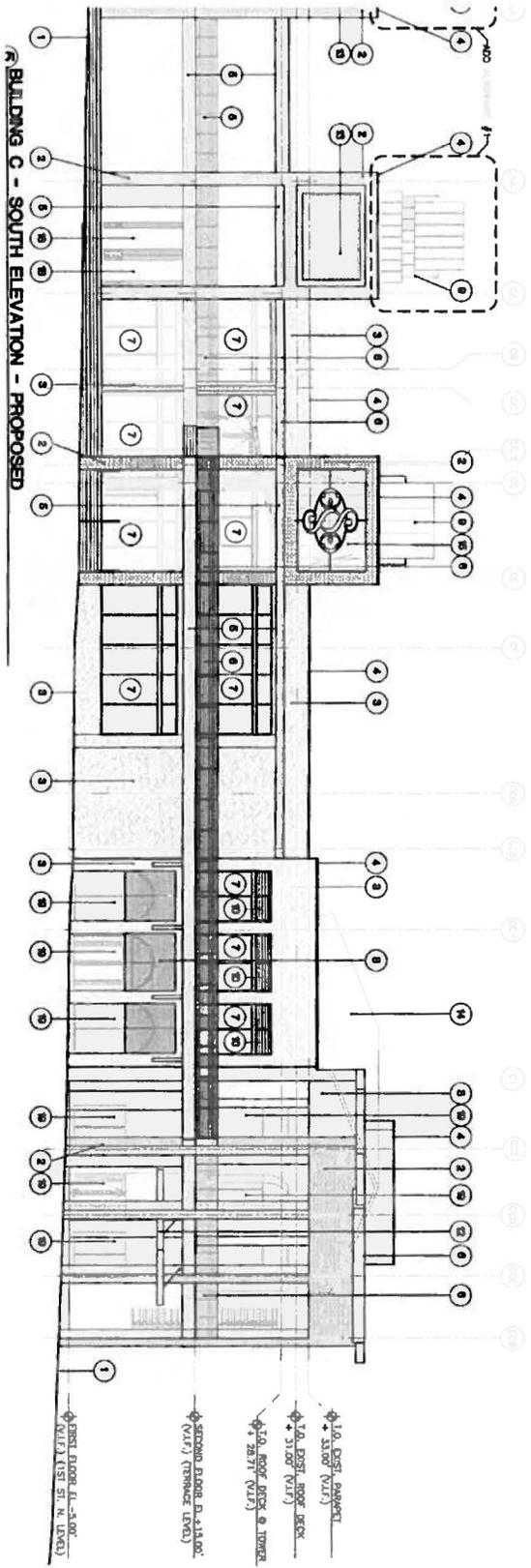
Attachment 7

Southwest Street Level



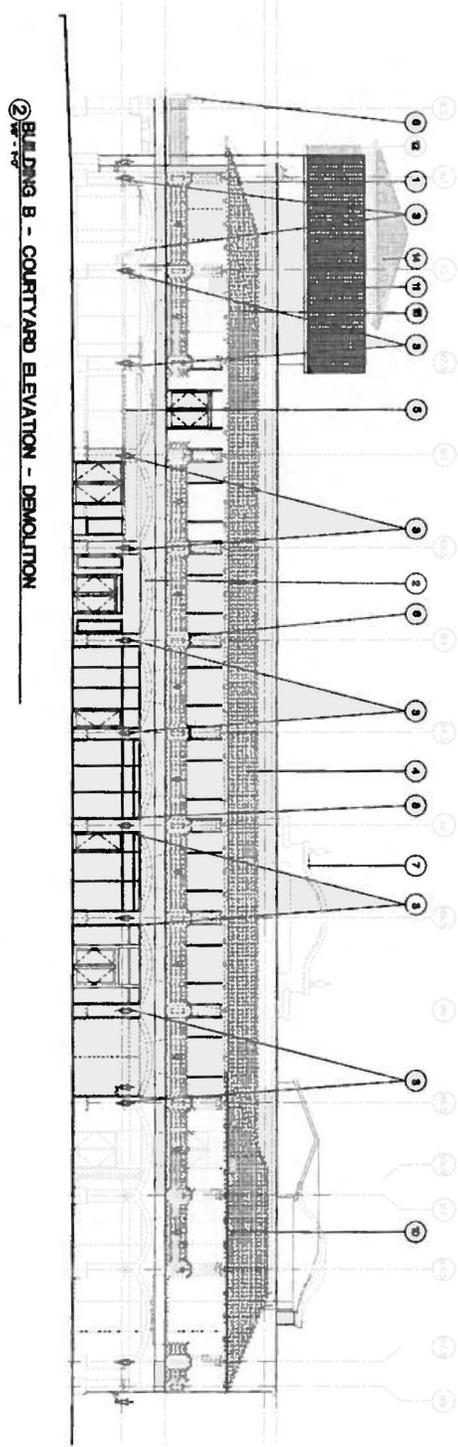
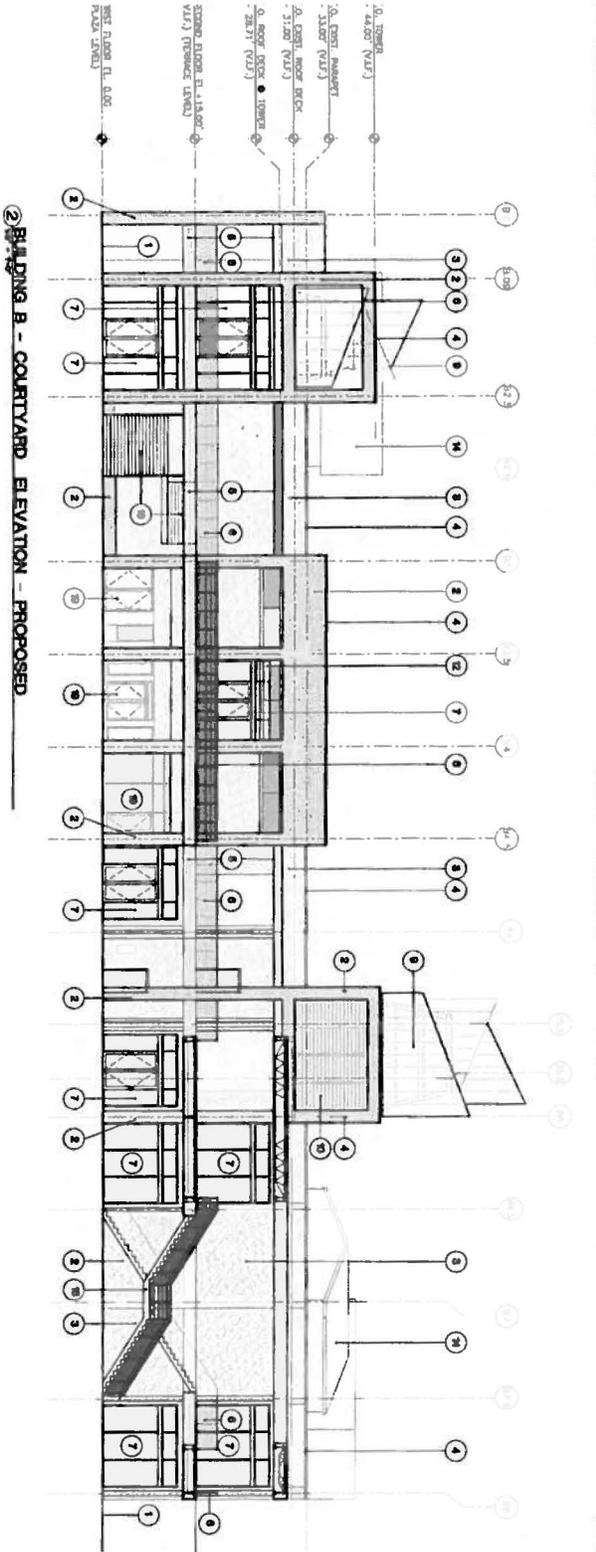
Attachment 9

Changes to East Building (South Elevation)



Attachment 10

Changes to West Building Courtyard



Attached documents for item Adjourn Community Redevelopment Agency.

Attached documents for item Lift Station 85 Albert Whitted Master, Force Main Part E, and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013): [MOVED to Reports as E-7]

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013

To: The Honorable Karl Nurse, Chair and Members of City Council

Subject: Awarding a contract to PCL Construction, Inc. in the amount of \$10,687,294.03 for the Lift Station 85 Albert Whitted Master, Force Main Part E, and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111, and 12030-110; Oracle Nos., 13819, 13978, and 13378 and 14013); rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$391,000 from the Golf Creek Culvert Project (12548); and approving an appropriation in the amount of \$391,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the 8th Ave SE Storm Drainage Improvements Project (14013); and providing an effective date.

Explanation: The Procurement Department received three bids for the Lift Station 85 Albert Whitted Master, Force Main Part E and Related Projects (see below).

Lift Station 85 work consists of furnishing all labor, services, materials, and equipment necessary to construct a new 7.6 million gallon per day (average) wastewater pumping station located at the eastern terminus of 8th Avenue SE at the Albert Whitted Water Reclamation Facility (AWWRF) site. This pump station is designed to convey flows to the Southwest Water Reclamation Facility (SWWRF). Below ground work includes construction of a reinforced concrete wet well and dry pit structure approximately 59 feet long by 40 feet wide with a depth of 30 feet below grade; fiberglass influent chamber connecting to existing 54 inch diameter influent piping; dual chamber wet well and dual chamber dry pit containing six 300 HP submersible pumps with associated 16 inch diameter valves and piping; two slide gates; two channel grinders, sump pumps, access stairs and landings, and protective coatings.

Lift Station 85 above ground work includes construction of a pre-engineered metal building approximately 105 feet long by 56 feet wide by 25 feet high, above the wet well and dry pit containing a climate controlled electrical and controls room with 480V electrical power and controls, motor control centers and variable frequency drives, storage space, bathroom; 5-ton overhead bridge crane and hoist system for pump servicing; chemical scrubber odor control system; surge tank; forced air supply/exhaust ventilation system for wet well and dry pit; one 1,500 KW emergency generator and 5,200 gallon fuel tank; and site improvements including driveway, paved parking, sodding, fencing, gates, and restoration of surface features.

Related AWWRF work includes Injection Well piping modifications consisting of construction of approximately 1,100 LF of 24" diameter ductile iron reclaimed water main injection well piping and associated valves, fittings, and appurtenances; one 24" diameter ductile iron above grade metering and flow control assembly with two 24" diameter throttling control valves and two 24" diameter magnetic flow meters; one connection to existing 36" diameter reclaimed water main; two connections to existing 24" diameter reclaimed water main injection well piping; 2 each 36" diameter and 4 each 24" diameter butterfly valves and valve boxes; approximately 230 LF of 6" diameter Reward Well piping for connection of existing Reward Well to Lift Station 85; power and control wiring and conduit from new meter assembly valves and Reward Well flow meter to Lift Station 85; crushed shell access road to existing Injection Well No. 2 and existing monitoring well; and restoration of surface features. This work will allow continued operation of the deep injection wells at the AWWRF site after decommissioning AWWRF.

Airport work includes construction of four 6 to 10 ft diameter fiberglass manholes replacing an existing underground concrete junction box and manhole within the Albert Whitted Airport, and airport runway maintenance-of-traffic operations during construction. The existing junction box and manholes have exceeded their expected service life, and the Force Main Part E piping will be utilized for temporary bypass pumping to allow the manhole replacement work to be completed in an economical manner.

Work includes Force Main Part E, consisting of construction of approximately 2,840 LF of 30" diameter ductile iron sanitary sewer force main piping and associated valves, fittings, and appurtenances; 50 LF of 48-inch diameter steel casing using jack and bore method; 1 each 30" diameter plug valve and valve box; 5 air release valves and vaults; 4,000 SY asphalt pavement restoration; miscellaneous sanitary sewer and storm drainage replacement; traffic control; and restoration of surface features. Force Main Part E will be constructed within existing easements and right of way westerly along 8th Avenue SE from the AWWRF to 1st Street, and along 1st Street from 8th to 6th Avenue S, connecting to Force Main Part D.

Work includes 8th Avenue SE Storm Drainage Improvements in the vicinity of 500 8th Avenue SE consisting of construction of approximately 184 LF of Reinforced Concrete Pipe ranging in sizes from 30-inch to 36-inch diameter; 120 LF of Elliptical Reinforced Concrete Pipe ranging in sizes from 19-inch by 30-inch to 24-inch by 38-inch diameter; 4 manholes; 4 catch basins; restoration of 950 SY of heavy-duty roadways; 390 LF of concrete curbing; 1,000 SF of sodding; traffic control; and restoration of surface features. This work will improve localized street flooding conditions. When constructed along with the Force Main Part E project, disruption to business and motorists, and street and surface restoration expenses will be minimized.

Pursuant to City Council approval on February 3, 2011 to decommission the AWWRF, and approval to proceed with detail design on December 15, 2011, this project is the fourth of five related projects designed to convey wastewater flows from the Albert Whitted Water Reclamation Facility to the Southwest Water Reclamation Facility.

The project was designed in five parts during the first nine months of 2012. The strategy to utilize multiple consultant engineers and multiple contractors is intended to reduce the design and construction time requirements by employing the services of a greater number of engineering and construction firms concurrently. This strategy also enhances the competitive bidding process by providing multiple opportunities for local utility contractors to bid on projects within their bonding capabilities, as well as minimizing capital cost to the City. Four of these five projects have been bid, and the fifth project will be advertised for bidding during January 2013. Construction of the projects will proceed during 2013, and start up and testing of the new facilities will commence in Spring 2014, and demolition of the AWWRF is planned for 2015.

When completed, the proposed sanitary sewer force main and Lift Station 85 will eliminate the need for continued operation of the AWWRF, resulting in an estimated present worth savings of \$32 million in capital and operating expenses over a 20 year period.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within four hundred eighty (480) consecutive calendar days thereafter. Bids were opened on January 8, 2013 and are tabulated as follows:

<u>Bidder</u>	<u>Total</u>
PCL Construction, Inc. (Thonotosassa, FL)	\$10,687,294.03
Brasfield & Gorrie, Inc. (Fairburn, GA)	\$11,300,000.00
Westra Construction, Corp. (Palmetto, FL)	\$12,347,273.81

The lowest responsive bidder, PCL Construction, Inc., has met the specifications, terms and conditions for Bid No. 7408 dated November 8, 2012, and has satisfactorily performed similar work for Tampa Bay Water, Pinellas County Utilities, and the City of Phoenix. Principals of the firm are Luis S. Ventoza, President/Director; Tom R. O'Donnell, Director; and Shawn W. Britton, Secretary/Treasurer/Director.

Administration recommends awarding this contract to PCL Construction, Inc. in the amount of \$10,687,294.03.

Cost/Funding/Assessment Information: Funds are available in the Water Resources Capital Projects Fund (4003), SAN LS#85 FM Part E FY13 Project (13978) (\$1,890,000), LST #85 AW Master FY13 Project (13819) (\$8,407,000), and WRF AW PS Final Design FY12 Project (13378) (\$764,000). Funds will be available after the rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$391,000 from the Golf Creek Culvert Project (12548) and an appropriation in the amount of \$391,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the 8th Ave SE Storm Drainage Improvements Project (14013).

Attachments: Map
Resolution

Approvals:



Administrative



Budget



LEGEND

HAZEN & SAWYER		FORCE MAIN PART A
McKIM & CREED		FORCE MAIN PART B
CDM		FORCE MAIN PART C
CDM		GRAVITY MAIN PART C
GEORGE F. YOUNG		FORCE MAIN PART D
CITY		FORCE MAIN PART E
AECOM		LIFT STATION 85
CAROLLO		ALBERT WHITTED WRF DEMOLITION



LIFT STATION 85 & 30" FORCE MAIN ROUTE



Map Number:	
Cost Code:	
Scale:	NTS
Date:	SEPTEMBER, 2012

AWWRF FLOW TRANSFER
IMPLEMENTATION PLAN
Engineering Department
City of St. Petersburg

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO PCL CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$10,687,294.03 FOR CONSTRUCTION OF LIFT STATION 85 ALBERT WHITTED MASTER, FORCE MAIN PART E AND RELATED PROJECTS (ENGINEERING PROJECT NOS. 12016-111, 12013-511, 12017-111 AND 12030-110; ORACLE NOS. 13819, 13978, 13378 AND 14013); AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) IN THE AMOUNT OF \$391,000 FROM THE GOLF CREEK CULVERT PROJECT (12548); APPROVING AN APPROPRIATION IN THE AMOUNT OF \$391,000 FROM THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) RESULTING FROM THIS RESCISSION TO THE 8TH AVE SE STORM DRAINAGE IMPROVEMENTS PROJECT (14013); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three bids for Lift Station 85 Albert Whitted Master, Force Main Part E and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111 and 12030-110; Oracle Nos. 13819, 13978, 13378 and 14013) pursuant to Bid No. 7408 dated November 8, 2012; and

WHEREAS, PCL Construction, Inc. has met the specifications, terms and conditions of Bid No. 7408; and

WHEREAS, the Administration recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid and award of an agreement to PCL Construction, Inc. in a amount not to exceed \$10,687,294.03 for construction of Lift Station 85 Albert Whitted Master, Force Main Part E and Related Projects (Engineering Project Nos. 12016-111, 12013-511, 12017-111 and 12030-110; Oracle Nos. 13819, 13978, 13378 and 14013) is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that the unencumbered appropriation in the Stormwater Drainage Capital Improvement Projects Fund (4013) in the amount of \$391,000 from the Golf Creek Culvert Project (12548) is hereby rescinded; and

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Storm water Drainage Capital Projects Fund (4013) resulting from this rescission the following appropriation for Fiscal Year 2013:

<u>Stormwater Drainage Capital Projects Fund (4013)</u>	
8th Ave SE Storm Drainage Improvements Project (14013)	\$391,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)



Budget Department

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 08-5-A/W to the agreement between the City of St. Petersburg and AECOM Technical Services, Inc. (AECOM) in the amount of \$198,669 for professional construction phase services for the Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111, Oracle No. 13819).

EXPLANATION: On February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility with the wastewater to be diverted to the Southwest Water Reclamation Facility.

Task Order: This item relates to the construction phase services for Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111).

On November 22, 2008, the City Council approved a Master Engineering Agreement with the professional consulting engineering firm AECOM for Miscellaneous Professional Services for Potable Water, Wastewater, and Reclaimed Water Projects.

On November 16, 2011, the City administratively issued a Limited Notice to Proceed for Task Order No. 08-5-A/W in the amount of \$80,000.

On December 15, 2011, City Council approved Task Order No. 08-5-A/W with AECOM in the amount of \$605,070 for detailed engineering design and development of plans and specifications for a new 7.6 million gallon per day (average day flow rate) master lift station to pump the diverted flow through a new force main to the SWWRF. The lift station will have mechanical grinders, two wet wells, a dry well for the dry pit submersible pumps, a chemical odor control system, an emergency generator, and a controlled access road. A flow diversion chamber will be provided to divert the flow from the AWWRF to the new lift station. The project also included rehabilitation of one upstream sanitary sewer manhole and one major junction chamber, both of which are located within the airport boundary. The consultant's tasks included geotechnical evaluation, development of drawings and technical specifications, permitting and bidding services. The work included the design services for the development of pipeline guidelines and specifications for a new master lift station force main which will be utilized as a standard for all force main segments. This work involved conducting a hydraulic analysis of the proposed Lift Station 85, the proposed Lift Station 85 force main, the existing Lift Station 28 and the existing Lift Station 28 force main.

RESOLUTION NO. 2013 _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 08-5-AW TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND AECOM TECHNICAL SERVICES, INC. (AECOM) IN THE AMOUNT OF \$198,669 FOR PROFESSIONAL CONSTRUCTION PHASE SERVICES FOR THE LIFT STATION 85 ALBERT WHITTED MASTER (ENGINEERING PROJECT NO. 12016-111, ORACLE NO. 13819); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this item relates to the construction phase services for Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111); and

WHEREAS, on February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility with the wastewater to be diverted to the Southwest Water Reclamation Facility; and

WHEREAS, on November 22, 2008, the City Council approved a Master Engineering Agreement with the professional consulting engineering firm AECOM for Miscellaneous Professional Services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, on November 16, 2011, the City administratively issued a Limited Notice to Proceed for Task Order No. 08-5-AW in the amount of \$80,000; and

WHEREAS, on December 15, 2011, City Council approved Task Order No. 08-5-AW with AECOM in the amount of \$605,070 for detailed engineering design and development of plans and specifications for a new 7.6 million gallon per day (average day flow rate) master lift station to pump the diverted flow through a new force main to the SWWRF; and

WHEREAS, this Amendment No. 1 to Task Order No. 08-5-AW, in the amount of \$198,669 provides for construction phase services.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 1 to Task Order No. 08-5-AW to the agreement between the City of St. Petersburg and AECOM Technical Services, Inc. (AECOM) in the amount of \$198,669 for professional construction phase services for the Lift Station 85 Albert Whitted Master (Engineering Project No. 12016-111, Oracle No. 13819); and providing an effective date.

This resolution shall become effective immediately upon its adoption.

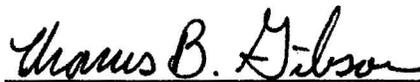
Approved by:



Legal Department

By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.

Engineering Director

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for Albert Whitted Water Reclamation Facility Decommissioning (Engineering Project No. 12017-111, Oracle No.13378); and providing an effective date.

EXPLANATION: On November 21, 2008, the City Council approved a Master Agreement with the professional consulting engineering firm of Carollo Engineers, P.C. for Potable Water, Wastewater and Reclaimed Water Projects.

On February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility (AWWRF) with the wastewater to be diverted to the Southwest Water Reclamation Facility.

On January 18, 2012, Task Order No. 08-8-CE/W with Carollo Engineers, P.C. was administratively approved in the amount of \$99,960 for detailed engineering design and development of plans and specifications for a new 24-inch diameter reclaimed water injection well main approximately 1,100 feet in length. This new reclaimed water injection well main will connect to the existing reclaimed water main at the AWWRF and connect to existing Injection Wells No. 1 and No. 2 at the AWWRF. Included in this scope of work is a topographic survey of the proposed pipe route, one 24" diameter above grade metering and flow control assembly with throttling control valves and two magnetic flow meters; approximately 230 LF of 6" diameter Reward Well piping for connection of existing Reward Well to Lift Station 85; power and SCADA control wiring and conduit from the new meter assembly and Reward Well flow meter to Lift Station 85; crushed shell access road to existing Injection Well No. 2 and existing monitoring well; coordination with the Florida Department of Environmental Protection (FDEP) for any permits or authorizations, and bidding services.

Amendment No. 1 to Task Order No. 08-8-CE/W, in the amount of \$30,567 provides for construction phase services including but not limited to, attending the preconstruction meeting, shop drawing and submittal reviews, site visits as required by the City, interpreting and/or clarifying design intent, assisting with pre-final and final inspections, and preparing record drawings.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for the Albert Whitted Water Reclamation Facility Decommissioning (Engineering Project No. 12017-111, Oracle No. 13378).

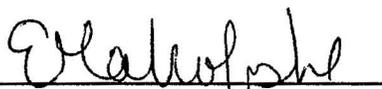
COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Water Resources Capital Projects Fund (4003), WRF AW PS Final Design FY12 Project (13378).

ATTACHMENTS: Resolution

APPROVALS:



Administrative
TBG



Budget

RESOLUTION NO. 2013 _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO.1 TO TASK ORDER NO. 08-8-CE/W TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND CAROLLO ENGINEERS, P.C. IN THE AMOUNT OF \$30,567 FOR PROFESSIONAL CONSTRUCTION PHASE SERVICES FOR ALBERT WHITTED WATER RECLAMATION FACILITY DECOMMISSIONING (ENGINEERING PROJECT NO. 12017-111, ORACLE NO.13378); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 21, 2008, the City Council approved a Master Agreement with the professional consulting engineering firm of Carollo Engineers, P.C. for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, on February 3, 2011, City Council approved the decommissioning of the Albert Whitted Water Reclamation Facility (AWWRF) with the wastewater to be diverted to the Southwest Water Reclamation Facility; and

WHEREAS, on January 18, 2012, Task Order No. 08-8-CE/W with Carollo Engineers, P.C. was administratively approved in the amount of \$99,960 for detailed engineering design and development of plans and specifications for a new 24-inch diameter reclaimed water injection well main approximately 1,100 feet in length; and

WHEREAS, this Amendment No. 1 to Task Order No. 08-8-CE/W, in the amount of \$30,567 provides for construction phase services.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No.1 to Task Order No. 08-8-CE/W to the agreement between the City of St. Petersburg and Carollo Engineers, P.C. in the amount of \$30,567 for professional construction phase services for Albert Whitted Water Reclamation Facility Decommissioning (Engineering Project No. 12017-111, Oracle No.13378); and providing an effective date.

This resolution shall become effective immediately upon its adoption.

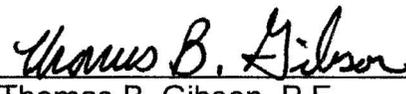
Approved by:



Legal Department

By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.

Engineering Director

Attached documents for item Awarding three-year blanket purchase agreements to Action Fabrication and Truck Equipment, Inc., Atlas Hydraulics, Inc., Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Inc. and 11 other companies for vehicle and heavy equipment maintenance an

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013

To: The Honorable Karl Nurse, Chair and Members of City Council

Subject: Awarding three-year blanket purchase agreements to Action Fabrication and Truck Equipment, Inc., Atlas Hydraulics, Inc., Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Inc. and 11 other companies for vehicle and heavy equipment maintenance and repairs for the Fleet Management Department at an estimated annual cost of \$600,000.

Explanation: The vendors will provide repairs for equipment such as automobiles, police cruisers, fire apparatus, light, medium and heavy duty trucks, backhoes, loaders, refuse vehicles, agricultural equipment, generators and compressors. Types of services will include specialized equipment repairs, warranty repairs, and other repairs not typically performed by city mechanics; as well as repair services to offset workload during peak periods. They will perform most of the work offsite, unless in-house repair is requested by the city. Repair cost is based on variable discounts from manufacturers' price lists and hourly labor rates. These are service contracts that do not fall within the scope of the NAPA parts agreement.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award:

Vehicle and Heavy Equipment Maintenance and Repairs.....\$600,000

- Action Fabrication & Truck Equipment, Inc.
- Atlas Hydraulics, Inc.
- Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Inc.
- Heller's Transmission Service, Inc.
- Hose & Hydraulics, Incorporated
- Maher Chevrolet, Inc.
- Nortrax, Inc.
- Reliable Transmission Service, Inc.
- Ring Power Corporation
- Tampa Crane & Body, Inc.
- Tampa Spring Co.
- Ten-8 Fire Equipment, Inc.
- Transdiesel of Lakeland, Inc.
- Vermeer Southeast Sales & Service, Inc.

The vendors have met the requirements of IFB No. 7417 dated December 14, 2012. The agreements will be effective from date of approval through February 29, 2016 and will be binding only for actual services rendered. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of \$600,000 annually.

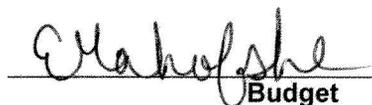
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Maintenance Fund (5001) Fleet Mechanical Costs account number (8002527).

Attachments: Discount Schedule (2 pages)
Resolution

Approvals:



Administrative *KS*



Budget

City of St. Petersburg
Discount Schedule
 Procurement and Supply Management

No.	Manufacturer or Service	EAU	UOM	Supplier	Hourly	
					Repair Rate, Regular Hrs.	% Discount OEM Parts
<u>OEM Repairs</u>						
1	John Deer Tractor	250	HR	Nortrax, Inc.	\$99.00	0%
				Ring Power Corporation	\$93.00	0%
2	Kenworth	535	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc. Ring Power Corporation	\$89.50 \$90.00	15% m.u. 0%
3	Peterbuilt	535	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc. Ring Power Corporation	\$89.50 \$90.00	15% m.u. 0%
4	Autocar	535	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc. Ring Power Corporation	\$89.50 \$90.00	15% m.u. 0%
5	Heil	760	HR	Tampa Bay Crane and Body, Inc.	\$80.00	10%
				Ring Power Corporation	\$90.00	0%
6	New Holland	80	HR	Ring Power Corporation	\$93.00	0%
7	Chevrolet	110	HR	Maher Chevrolet, Inc.	\$105.51	28%
8	Caterpillar, Construction Equipment	1,270	HR	Ring Power Corporation	\$93.00	0%
9	Pierce	350	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc.	\$89.50	12% m.u.
				Ring Power Corporation	\$90.00	0%
				Ten-8 Fire Equipment, Inc. Transdiesel of Lakeland, Inc.	\$98.00 \$85.00	0% 0%
10	Vermeer Products	90	HR	Ring Power Corporation	\$93.00	0%
				Vermeer Southeast Sales & Service, Inc.	\$86.00	0%
<u>General Repairs</u>						
11	Truck Bodies, Welding, Febrication and Painting	310	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc.	\$68.50	12% m.u.
				Tampa Crane & Body, Inc.	\$80.00	10%
				Action Fabrication & Truck Equipment, Inc.	\$80.00	0%
				Ring Power Corporation	\$90.00	0%
Tampa Spring Company	\$72.00	15% m.u.				
12	Hydraulic System Repairs for Large Construction Equipment, Sanitation Vehicles and Heavy Trucks	800	HR	Tampa Crane & Body, Inc.	\$80.00	10%
				Action Fabrication & Truck Equipment, Inc.	\$80.00	0%
				Atlas Hydraulics, Inc.	\$45.00	5%
				Hose & Hydraulics, Inc.	\$45.00	20%
				Ring Power Corporation		

City of St. Petersburg
Discount Schedule
 Procurement and Supply Management

No.	Manufacturer or Service	EAU	UOM	Supplier	Hourly	
					Repair Rate, Regular Hrs.	% Discount OEM Parts
13	Transmission Repairs for Heavy Trucks	375	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc.	\$89.50	10% m.u.
				Heller's Transmissions Service, Inc.	\$80.00	20%
				Ring Power Corporation	\$90.00	0%
				Transdiesel of Lakeland, Inc.	\$85.00	15%
Reliable Transmission Service, Inc.	\$50.00	15%				
14	Engine Repairs for Heavy Trucks	300	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc.	\$89.50	10% m.u.
				Ring Power Corporation	\$95.00	0%
15	Suspension, Springs and Axles for Heavy Trucks	200	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc.	\$89.50	10% m.u.
				Mahe Chevrolet, Inc.	\$115.00	28%
				Ring Power Corporation	\$90.00	0%
				Tampa Spring Company	\$65.00	15% m.u.
16	Brake Repairs	100	HR	Bay Area Truck Sales		
				dba Kenworth of Central Florida, Inc.	\$89.50	10% m.u.
				Mahe Chevrolet, Inc.	\$115.00	28%
				Ring Power Corporation	\$90.00	0%
				Tampa Spring Company	\$65.00	15% m.u.

A RESOLUTION ACCEPTING THE BIDS AND APPROVING THE AWARD OF THREE-YEAR AGREEMENTS (BLANKET AGREEMENTS) TO ACTION FABRICATION & TRUCK EQUIPMENT, INC., ATLAS HYDRAULICS, INC., BAY AREA TRUCK SALES, INC. DBA KENWORTH OF CENTRAL FLORIDA, HELLER'S TRANSMISSION SERVICE, INC., HOSE & HYDRAULICS, INCORPORATED, MAHER CHEVROLET, INC., NORTRAX, INC., RELIABLE TRANSMISSION SERVICE, INC., RING POWER CORPORATION, TAMPA CRANE & BODY, INC., TAMPA SPRING CO., TEN-8 FIRE EQUIPMENT, INC., TRANSDIESEL OF LAKELAND, INC., AND VERMEER SOUTHEAST SALES & SERVICE INC. AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$600,000 FOR VEHICLE AND HEAVY EQUIPMENT MAINTENANCE AND REPAIRS FOR THE FLEET MANAGEMENT DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received 14 bids for vehicle and heavy equipment maintenance and repairs for the Fleet Management Department pursuant to IFB No. 7417 dated December 14, 2012; and

WHEREAS, Action Fabrication & Truck Equipment, Inc., Atlas Hydraulics, Inc., Bay Area Truck Sales, Inc. dba Kenworth Of Central Florida , Heller's Transmission Service, Inc., Hose & Hydraulics, Incorporated, Maher Chevrolet, Inc., Nortrax, Inc., Reliable Transmission Service, Inc., Ring Power Corporation, Tampa Crane & Body, Inc., Tampa Spring Co., Ten-8 Fire Equipment, Inc., Transdiesel Of Lakeland, Inc., and Vermeer Southeast Sales & Service Inc. have met the requirements of IFB No. 7417; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of these awards.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bids are accepted and the award of three-year agreements (Blanket Agreements) to Action Fabrication & Truck Equipment, Inc., Atlas Hydraulics, Inc., Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Heller's Transmission Service, Inc., Hose & Hydraulics, Incorporated, Maher Chevrolet, Inc., Nortrax, Inc., Reliable Transmission Service, Inc., Ring Power Corporation, Tampa Crane & Body, Inc., Tampa Spring Co., Ten-8 Fire Equipment, Inc., Transdiesel Of Lakeland, Inc., and Vermeer Southeast Sales & Service Inc. at an estimated annual cost not to exceed \$600,000 for vehicle and heavy equipment

maintenance and repairs for the Fleet Management Department are hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions; and

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Awarding a blanket purchase agreement to T. Wayne Hill Trucking, Inc. for biosolids removal and disposal for the Water Resources Department at an estimated annual cost of \$538,340.

**SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013**

To: The Honorable Karl Nurse, Chair and Members of City Council

Subject: Awarding a blanket purchase agreement to T. Wayne Hill Trucking, Inc. for biosolids removal and disposal for the Water Resources Department at an estimated annual cost of \$538,340.

Explanation: The Procurement Department received three bids for biosolids removal and disposal services. The vendor will haul and dispose of Class AA dewatered biosolids produced at the city's southwest water reclamation facility as well as digested biosolids not meeting Class B at the city's four water reclamation facilities. Additionally, the vendor may haul and dispose of dewatered un-digested biosolids at the city's four water reclamation facilities. The vendor will provide tractor trailers and drivers to transport the material to approved disposal sites in Polk County. The estimated load size per vehicle is 30 cubic yards. The contract allows for a quarterly fuel cost adjustment to 22 percent of total load unit price, based on the U.S. Energy Administration East Coast (lower Atlantic) Diesel Fuel Index.

The Procurement Department in cooperation with the Water Resources Department recommends for award:

T. Wayne Hill Trucking, Inc.....\$538,340

Class AA Biosolids	296 loads	@ \$448.15/load
Biosolids not meeting Class B	29 loads	@ 1,256.00/load
Undigested Biosolids	294 loads	@ 1,256.00/load

T. Wayne Hill Trucking, Inc., the lowest responsive bidder, has met the specifications, terms and conditions of Bid No. 7414 dated December 19, 2012. T. Wayne Hill is headquartered in Bartow, FL and has been in business for 18 years. They have provided similar services in the past for the cities of Clearwater and Lakeland, Brevard and Orange Counties and Polk and Avon Park Corrections and have performed satisfactorily. A blanket purchase agreement will be issued and will be binding only for actual services rendered. The contract will be effective from April 1, 2013 through March 31, 2015 and has the option of two one-year renewals.

An award is not recommended to Synagro the apparent low bidder for removal of dewatered undigested biosolids, as their bid was unresponsive. They subcontracted the removal and disposal services which is not permissible in the bid.

Cost/Funding/Assessment Information: Funds are available in the Water Resources Operating Fund (4001) Water Resources Department, Albert Whitted WRF (4202169), Northeast WRF (4202173), Northwest WRF (4202177), and Southwest WRF (4202181).

Attachments: Bid Tabulation
Price History
Resolution

Approvals:



Administrative *MS*



Budget

Bid No. 7414
 Two-Year Contract for
 Biosolids Removal and Disposal Services,
 Cindy Brickey

City of St. Petersburg
Bid Tabulation
 Purchasing and Materials Management

Item No.	Description	Est. Annual Qty.	UOM	T. Wayne Hill Trucking, Inc. Bartow, FL Terms: Net 30 Delivery: 1 Day		Biosolids Distribution Services, LLC North Branch, MN Terms: 2%10, Net 30 Delivery: 60 Days		Synagro South, LLC Houston, TX Terms: Net 30 Delivery: 30 Days	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Class AA Biosolids - SW Plant	792	loaded trailer up to fill line	\$448.15	\$354,934.80	\$469.50	\$371,844.00	\$755.00	\$597,960.00
2	Biosolids not meeting Class B - 4 plants	1,334	loaded trailer up to fill line	1,256.00	1,675,504.00		NB	1,225.00	1,634,150.00
3	Undigested Biosolids - 4 plants	2,069	loaded trailer up to fill line	1,256.00	2,598,664.00		NB	1,685.00	3,486,265.00
Sub Total:					\$4,629,102.80		\$371,844.00		#REF!
2%10, Net 30 Discount:					0		7,436.88		0
Grand Total:					\$4,629,102.80		\$364,407.12		#REF!

Price History
968-73 Biosolids Removal and Disposal Services
Price per Load

Item No.	Description	12-Months Ago	9-Months Ago	6-Months Ago	3-Months Ago	Current	% Change
1.	Class AA Biosolids	\$554.29	\$526.84	\$548.06	\$543.08	448.15	(17%)
2.	Biosolids not meeting Class B	1,428.72	1,357.97	1,412.65	1,399.82	1,256.00	(9%)
3.	Undigested Biosolids					1,256.00	--

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A TWO-YEAR AGREEMENT (BLANKET AGREEMENT) TO T. WAYNE HILL TRUCKING, INC. AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$538,340 FOR BIOSOLIDS REMOVAL AND DISPOSAL FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three bids for biosolids removal and disposal for the Water Resources Department pursuant to Bid No. 7414 dated December 19, 2012; and

WHEREAS, T. Wayne Hill Trucking, Inc. has met the specifications, terms and conditions of Bid No. 7414; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid is accepted and the award of a two-year agreement (Blanket Agreement) to T. Wayne Hill Trucking, Inc. at an estimated annual cost not to exceed \$538,340 for biosolids removal and disposal for the Water Resources Department is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Accepting proposals from Hydra-Service(s), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Co. d/b/a Hudson Pump & Equipment; Xylem Water Solutions Florida, LLC formerly ITT Water & Wastewater Florida, LLC; and Alttec Corporation d/b/a Digital Control
C

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013

To: The Honorable Karl Nurse, Chair and Members of City Council

Subject: Accepting proposals from Hydra-Service(s), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Co. d/b/a Hudson Pump & Equipment; Xylem Water Solutions Florida, LLC formerly ITT Water & Wastewater Florida, LLC; and Alttec Corporation d/b/a Digital Control Company, sole source providers, for pumps, pump parts and repair services for the Water Resources Department at an estimated annual cost of \$400,000.

Explanation: The vendors will furnish and install new, or replace existing ABS, Aurora, Moyno, ITT A-C (Allis Chalmers), ITT Goulds and ITT Water & Wastewater Flygt pumps and specialized pump controllers and bubblers at water reclamation facilities and lift stations. The city has historically utilized these brands of pumps for a variety of applications and they have proven to be reliable and operationally cost effective. The vendors are the area's only factory authorized and certified service repair and replacement providers for these brands, therefore, sole source procurements are recommended. Pump types include circulating, portable, stationary, centrifugal, diaphragm, hydraulic, propeller, injector, rotary submersible, surface-mounted sewage, sludge, sump and well pumps. The vendors will also provide service and software support for their respective pumps.

The Procurement Department, in cooperation with the Water Resources Department, recommends for award:

Pumps, Pump Parts and Repair Services.....\$400,000

Hydra-Service(s), Inc.
Carl Eric Johnson, Inc.
Tencarva Machinery Co. d/b/a Hudson Pump & Equipment
Xylem Water Solutions Florida, LLC formerly ITT Water & Wastewater Florida, LLC
Alttec Corporation d/b/a Digital Control Company

This purchase is made in accordance with Section 2-241 (d) of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over \$100,000 without competitive bidding if it has been determined that the supply or service is available from only one source. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of \$400,000 during the term of the agreement. The agreements will be binding only for actual services rendered and will be effective from date of approval through June 30, 2014 with a one-year renewal option.

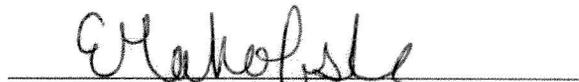
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), in various Water maintenance accounts (4202169, 4202173, 4202177, 4202181, 4202205, 4202077, 4202081, 4202085).

Attachments: Price History
Sole Sources (5 pages)
Resolution

Approvals:



Administrative



Budget

Price History

720-73 Pumps, Pump Parts and Repairs

Item No.	Description	2009	2010	2011	2012	2013	% Change
Labor Rate at Contractor's Facility							
1	Mechanic, Monday - Friday, 7:00 a.m. - 5:00 p.m.	\$138.00	\$85.00	\$85.00	\$85.00	\$85.00	-
2	Machinist, Monday - Friday, 7:00 a.m. - 5:00 p.m.	138.00	85.00	85.00	85.00	85.00	-
3	Welder, Monday - Friday, 7:00 a.m. - 5:00 p.m.	-	85.00	85.00	85.00	85.00	-
4	Laborer, Monday - Friday, 7:00 a.m. - 5:00 p.m.	138.00	85.00	85.00	85.00	85.00	-
Labor Rate at Contractor's Facility							
5	Mechanic, Monday - Friday, 7:00 a.m. - 5:00 p.m.	169.00	\$100.00	\$100.00	\$100.00	\$100.00	-
6	Machinist, Monday - Friday, 7:00 a.m. - 5:00 p.m.	169.00	100.00	100.00	100.00	100.00	-
7	Welder, Monday - Friday, 7:00 a.m. - 5:00 p.m.	-	100.00	100.00	100.00	100.00	-
8	Laborer, Monday - Friday, 7:00 a.m. - 5:00 p.m.	119.00	100.00	100.00	100.00	100.00	-

CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources Requisition No. N/A
Check One: Sole Source Proprietary Specifications
Proposed Vendor: Hydra Services Inc. (ABS Pumps)
Estimated Total Cost: \$150,000 (per each year)

Description of Items (or Services) to be purchased: _____
ABS Pumps, Pump Parts & Repair Services

Purpose of Function of items: Pumps are primarily used in lift stations throughout the City and
in three of our Water Reclamation Facilities. These pumps pump wastewater and recycle water.

Justification for Sole Source of Proprietary specification: _____

- 1 Hydra Services Inc. is the OEM supplier for ABS Pumps.
- 2 Hydra Services Inc. can supply the proper parts from records they have for our existing pumps.
- 3 Purchase from Hydra Services Inc. will not require additional charges for modifications and testing.
- 4 The Hydra Services Inc. parts & pumps will match the other existing pumps and will be a direct replacement.
- 5 Hydra Services Inc. is the sole legal provider of OEM parts & service for ABS Pumps in the State of Florida.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

<u>Steve Leant</u> Department Director	<u>1/25/13</u> Date
<u>William J. Moore</u> Administrator/Chief	<u>1-28-13</u> Date
<u>Louis Moore</u> Louis Moore, Director Purchasing and Materials Management	<u>1-30-13</u> Date

CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources Requisition No. 161451
Check One: Sole Source Proprietary Specifications
Proposed Vendor: CARL ERIC JOHNSON (Moyno)
Estimated Total Cost: \$150,000 (per each year)

Description of Items (or Services) to be purchased:
Moyno Pumps, Pump Parts & Repair Services

Purpose of Function of items:
N/A

Justification for Sole Source of Proprietary specification:

- 1 CARL ERIC JOHNSON is the OEM supplier for Moyno pumps.
- 2 CARL ERIC JOHNSON can supply the proper parts from records they have for our existing pumps.
- 3 Purchase from CARL ERIC JOHNSON will not require additional charges for modifications and testing.
- 4 The CARL ERIC JOHNSON parts & pumps will match the other existing pumps and will be a direct replacement.
- 5 CARL ERIC JOHNSON is the sole legal provider of OEM parts & service for Moyno pumps in the Central Florida area.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

<u>Steve Leath</u> Department Director	<u>1/15/13</u> Date
<u>Michael Cannon</u> Administrator/Chief	<u>1-15-13</u> Date
<u>Louis Moore</u> Louis Moore, Director Purchasing and Materials Management	<u>1/28/13</u> Date

CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources Requisition No. 161460
Check One: Sole Source Proprietary Specifications
Proposed Vendor: TENCARVA DBA HUDSON PUMP
Estimated Total Cost: \$100,000 (per each year)

Description of Items (or Services) to be purchased: _____
ITT Allis-Chalmers & ITT Goulds Pumps, Pump Parts & Repair Services

Purpose of Function of items: _____
N/A

Justification for Sole Source of Proprietary specification: _____

- 1 TENCARVA is the OEM supplier for ITT Allis-Chalmers (A-C) pumps, Goulds pumps & Hoffman blowers.
- 2 TENCARVA can supply the proper parts from records they have for our existing pumps & blowers.
- 3 Purchases from TENCARVA will not require additional charges for modifications and testing.
- 4 The TENCARVA parts, pumps & blowers will match the other existing pumps and will be a direct replacement.
- 5 TENCARVA is the sole legal provider of OEM parts & service for A-C & Goulds pumps and Hoffman blowers in the State of Florida.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

<u>Steve Leardt</u> Department Director	<u>1/15/13</u> Date
<u>Michael James</u> Administrator/Chief	<u>1-15-13</u> Date
<u>Louis Moore</u> Louis Moore, Director Purchasing and Materials Management	<u>1/28/13</u> Date

CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources Requisition No. N/A
Check One: Sole Source Proprietary Specifications
Proposed Vendor: ITT Water & Wastewater LLC (ITT-Flygt)
Estimated Total Cost: \$150,000 (per each year)

Description of Items (or Services) to be purchased: _____
ITT-Flygt Pumps, Pump Parts & Repair Services

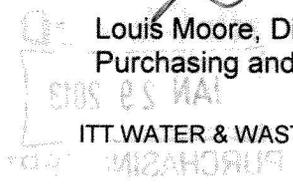
Purpose of Function of items: _____
N/A

Justification for Sole Source of Proprietary specification: _____

- 1 ITT W&WW is the OEM supplier for Flygt pumps.
- 2 ITT W&WW can supply the proper parts from records they have for our existing pumps.
- 3 Purchase from ITT W&WW will not require additional charges for modifications and testing.
- 4 The ITT W&WW parts & pumps will match the other existing pumps and will be a direct replacement.
- 5 ITT W&WW is the sole legal provider of OEM parts & service for Flygt pumps in the State of Florida.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

<u>Steve Lantz</u> Department Director	<u>1/25/13</u> Date
<u>[Signature]</u> Administrator/Chief	<u>1-28-13</u> Date
<u>Louis Moore, Director</u> Purchasing and Materials Management	<u>1-30-13</u> Date



CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources Requisition No. N/A

Check One: Sole Source Proprietary Specifications

Proposed Vendor: ALTTEC CORPORATION dba DIGITAL CONTROL COMPANY

Estimated Total Cost: \$20,000 (per each year)

Description of Items (or Services) to be purchased: Dedicated pump controllers, RTU's, level sensing equipment and parts, service repair for pump controllers, RTU's and level sensing systems.

Purpose of Function of items: This equipment is part of an extensive system that controls pumps, collects data and notifies us of station alarm conditions.

Justification for Sole Source of Proprietary specification: _____

- 1 Other similar equipment is not interchangeable.
- 2 _____
- 3 _____
- 4 _____
- 5 _____

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

Stan Leavitt
Department Director

1/25/13
Date

[Signature]
Administrator/Chief

1-28-13
Date

[Signature]
Louis Moore, Director
Purchasing and Materials Management

1/30/13
Date

OFFICIAL

A RESOLUTION DECLARING HYDRA-SERVICE (S), INC., CARL ERIC JOHNSON, INC., TENCARVA MACHINERY COMPANY D/B/A HUDSON PUMP & EQUIPMENT, XYLEM WATER SOLUTION FLORIDA LLC, AND ALTTEC CORPORATION D/B/A DIGITAL CONTROL COMPANY TO BE A SOLE SOURCE SUPPLIERS FOR ABS, AURORA, MOYNO, ITT A-C (ALLIS CHALMERS), ITT GOULDS AND ITT WATER & WASTEWATER FLYGT PUMPS, RESPECTIVELY; ACCEPTING THE PROPOSALS AND APPROVING THE AWARD OF ONE-YEAR AGREEMENTS (BLANKET AGREEMENTS) WITH ONE ONE-YEAR RENEWAL OPTIONS TO CARL ERIC JOHNSON, INC., HYDRA-SERVICE (S), INC., XYLEM WATER SOLUTIONS FLORIDA LLC FORMERLY ITT WATER & WASTEWATER FLORIDA, LLC, TENCARVA MACHINERY COMPANY D/B/A HUDSON PUMP & EQUIPMENT ASSOCIATES, LLC AND ALTTEC CORPORATION D/B/A DIGITAL CONTROL COMPANY AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$400,000 FOR PUMPS, PUMP PARTS AND REPAIR SERVICES FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has historically used ABS, Aurora, Moyno, ITT A-C (Allis Chalmers), ITT Goulds and ITT Water & Wastewater Flygt pumps and specialized pump controllers and bubblers at its water reclamation facilities and lift stations; and

WHEREAS, Hydra-Service (S), Inc., Carl Eric Johnson, Inc., Tencarva Machinery Company d/b/a Hudson Pump & Equipment, Xylem Water Solutions Florida LLC, and Alttec Corporation d/b/a Digital Control Company ("Vendors") are the area's only factory authorized and certified service repair and replacement providers for ABS, Aurora, Moyno, ITT S-C (Allis Chalmers), ITT Goulds and ITT Water & Wastewater Flygt pumps; and

WHEREAS, Section 2-241(d) of the City Code provides requirements for sole source procurement; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of the award of agreements to these Vendors as a sole source suppliers; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchases.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Carl Eric Johnson, Inc., Tencarva Machinery Company d/b/a Hudson Pump & Equipment, Xylem Water Solutions Florida LLC, and Alttec Corporation d/b/a Digital Control Company are sole source suppliers for ABS, Aurora, Moyno, ITT S-C (Allis Chalmers), ITT Goulds and ITT Water & Wastewater Flygt pumps respectively; and

BE IT FURTHER RESOLVED that the award of one-year agreements (Blanket Agreements) with one one-year renewal options to Carl Eric Johnson, Inc., Tencarva Machinery Company d/b/a Hudson Pump & Equipment, Xylem Water Solutions Florida LLC, and Alttec Corporation d/b/a Digital Control Company at an estimated annual cost not to exceed \$400,000 for pumps, pump parts and repair services for the Water Resources Department are hereby approved and the Mayor or the Mayor's designee is authorized to execute all necessary documents to effectuate these transactions; and

BE IT FURTHER RESOLVED that these agreements (Blanket Agreements) will be effective from the date of award through June 30, 2014.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Awarding a blanket purchase agreement to Resource Efficiency Solutions, Inc. for induction and LED lighting replacement parts at an estimated annual amount of \$325,000.

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013

To: The Honorable Karl Nurse, Chair and Members of City Council

Subject: Awarding a blanket purchase agreement to Resource Efficiency Solutions, Inc. for induction and LED lighting replacement parts at an estimated annual amount of \$325,000.

Explanation: The Procurement Department received four bids for induction and LED lighting replacement parts.

Since February 2008, the city has retrofitted nearly all existing city-owned street lighting systems with induction and LED fixtures for greater energy efficiency. The vendor will provide induction and LED light replacement parts required to maintain these existing acorn, cobra head, and hat box style street lighting fixtures. The parts are installed without removal of the existing fixture on the pole; are interchangeable with existing units; and are fully compatible with the utility version of Granville Premier and Washington Postlite Acrylic Prismatic, King Luminaire, Beacon Products and American Electric Lighting cobra head fixtures. In addition, the vendor will provide induction and LED parts for various directional flood, high bay, parking garage and façade style lighting fixtures installed by the city.

The primary users are Engineering and Capital Improvements, Public Works, Fleet Management, and Parks & Recreation departments.

The Procurement Department recommends for award:

Resource Efficiency Solutions, Inc. (SBE).....\$325,000

Resource Efficiency Solutions, Inc. (SBE) has met the specifications, terms and conditions of IFB No. 7418 dated December 14, 2012. A blanket purchase agreement will be issued and will be binding only for actual material provided. The agreement will be effective from date of award through February 28, 2014 with three one-year renewal options.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks & Recreation Department (190); Fleet Management Fund (5001), (800) Fleet Management Department; and in various capital projects in the General Capital Improvements Fund (3001), Neighborhood and Citywide Infrastructure CIP Fund (3027) and the Recreation and Culture Capital Improvements Fund (3029).

Attachments: Bid Tabulation
Resolution

Approvals:



Administrative



Budget

City of St. Petersburg
Bid Tabulation
Purchasing and Materials Management

Item No.	Description	*EAU UOM	US Energy Technologies, Inc. dba US Lighting Tech Irvine, CA Terms: Net 30 Delivery: 28 Days		Logical Energy Group, Inc. St. Petersburg, FL Terms: 2%/10, Net 30 Delivery: 42 Days		Holophane Lighting Land O' Lakes, FL Terms: Not Specified Delivery: Not Specified		Resource Efficiency Solutions, Inc. Land O' Lakes, FL Terms: Net 30 Delivery: 60 Days	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Retrofit Components:										
1	Self Ballasted Induction Lamps, LVD, P30052	45 EA								
2	Induction Retrofit, Kumho, 101504	7 EA								
3	Phillips/QL, QL055; PC055; GE055 Induction retrofit components - Lamps, Couplers and Generators,	355 EA	151.23	53,686.65	245.00	86,975.00	343.20	121,836.00	265.00	94,075.00
4	Neptun, RUT-26080 Induction retrofit components - Lamps, Couplers and Generators,	16 EA			275.00	4,400.00			235.00	3,760.00
5	Phillips/QL, QL085; PC085; GE085 Induction retrofit components - Lamps, Couplers and Generators,	326 EA	154.68	50,425.68	275.00	89,650.00	432.00	140,832.00	265.00	86,390.00
6	Kumho, 101510 Induction retrofit components - Lamps, Couplers and Generators,	50 EA			275.00	13,750.00			230.00	11,500.00
7	Phillips/QL, QL165; PC165; GE165	25 EA	239.42	5,985.50			520.80	13,020.00	365.00	9,125.00
Retrofit Fixtures:										
8	Induction Cobra Head Fixtures, JK Lighting - CFS, CFS-ZD10-150I	2 EA							328.00	656.00
9	Induction Cobra Head, CFS, CFS-CHQL85	1 EA							340.00	340.00
10	Induction Cobra Head Fixtures, LVD, RCH50I100	1 EA							379.00	379.00
11	Induction Cobra Head Fixtures, LVD, RCH50I200	3 EA							505.00	1,515.00
12	Induction Flood Light Fixtures, JK Lighting - CFS, CFS-ZY-100E-S1	1 EA							290.00	290.00
13	Induction Flood Light Fixtures, JK Lighting - CFS, CFS-ZY1-100E-S	2 EA							300.00	600.00
14	Induction Flood Light Fixtures, Neptun, R38200-UNV	1 EA							430.00	430.00
15	Induction Flood Light Fixtures, LVD, RFL65I80-UNV	2 EA							300.00	600.00
16	Induction Flood Light Fixtures, LVD, RFL70I100-UNV	1 EA							325.00	325.00
17	Induction Flood Light Fixtures, LVD, RFL90I200-UNV	2 EA							430.00	860.00
18	Induction Flood Light Fixtures, LVD, RFL90I400-UNV	10 EA							550.00	5,500.00
19	Induction High Bay Fixtures, JK Lighting - CFS, CFS-GC18-100E-F	1 EA							290.00	290.00
20	Induction High Bay Fixtures, JK Lighting - CFS, CFS-GC18-100E-F	18 EA							279.00	5,022.00
21	Induction High Bay Fixtures, JK Lighting - CFS, CFS-GC18a-200E-	82 EA							385.00	31,570.00
22	Induction High Bay Fixtures, JK Lighting - CFS, CFS-GC18a-200E-	64 EA							425.00	27,200.00
23	Induction High Bay Fixtures, Neptun, R32500-UNV	4 EA							589.00	2,356.00
24	Induction Shoe Box Fixtures, Neptun, R16200-SA6-UNV	7 EA							430.00	3,010.00
25	Induction Canopy Fixtures, LVD, RVN40HI40-UNV	5 EA							215.00	1,075.00
26	Induction Post Top Fixtures, LVD, RPF50I80-UNV	8 EA							529.00	4,232.00
27	Induction Wall Pack Fixtures, LVD, RWP20I80-UNV	4 EA							290.00	1,160.00
28	Induction Wall Pack Fixtures, Neptun, R21150FLD	6 EA							355.00	2,130.00
29	Induction 7in Fxtures, AGP, E1204-7-35	7 EA							175.00	1,225.00
30	Induction Recessed, AGP, E1204-12-40	13 EA							175.00	2,275.00
31	Induction Recessed, AGP, E1204-12-80	10 EA							230.00	2,300.00

City of St. Petersburg
Bid Tabulation
Purchasing and Materials Management

Item No.	Description	*EAU UOM	US Energy Technologies, Inc. dba US Lighting Tech Irvine, CA Terms: Net 30 Delivery: 28 Days		Logical Energy Group, Inc. St. Petersburg, FL Terms: 2%/10, Net 30 Delivery: 42 Days		Holophane Lighting Land O' Lakes, FL Terms: Not Specified Delivery: Not Specified		Resource Efficiency Solutions, Inc. Land O' Lakes, FL Terms: Net 30 Delivery: 60 Days	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
32	LED Cobra Head Fixtures, Neptun, LED-R45100-UNV	1 EA		NB		NB		NB	445.00	445.00
33	LED Wall Pack, Xicato, RWP13L	2 EA		NB		NB		NB	275.00	550.00
34	LED Open Dome, Xicato, RWPR40OFL	2 EA		NB		NB		NB	300.00	600.00
35	LED Bollard, WattMan, WPL-W-120M	6 EA		NB		NB		NB	110.00	660.00
36	LED Exterior IP Rated Spot Light, QM-0071	21 EA		NB		NB		NB	155.00	3,255.00
37	LED Exterior IP Rated Spot Light, ElectraLED, OH26	2 EA		NB		NB		NB	294.00	588.00
38	LED Exterior IP Rated Spot Light, ElectraLED, OH36	1 EA		NB		NB		NB	315.00	315.00
39	LED Exterior IP Rated Lamps, Ambergreat, G55-80	33 EA		NB		NB		NB	30.00	990.00
40	LED Exit Sign, generic	3 EA		NB		NB		NB	21.00	63.00
41	LED E26, QM, G60-7x1	2 EA		NB		NB		NB	32.00	64.00
42	LED LR6, Cree, LR6-C-35K	53 EA		NB		NB		NB	81.00	4,293.00
43	LED Blue and White Interior Lamps, QM, Dia50-1.8W	320 EA		NB		NB		NB	7.00	2,240.00
44	LED Blue and White Interior Lamps, QM, Dia50-1.2W	2 EA		NB		NB		NB	7.00	14.00
45	LED Blue and White Interior Lamps, QM	2 EA		NB		NB		NB	7.00	14.00
46	LED Red Interior Lamps, QM, Dia50-1.2W	3 EA		NB		NB		NB	7.00	21.00
47	LED Warm White Elevator Lamps, G60-5x1	1 EA		NB		NB		NB	30.00	30.00
48	Sequoia Long Life T8 Lamps, Kumho, 453850SQ	209 EA		NB	38.00	7,942.00		NB	4.25	888.25
Other Components:										
49	Induction and LED ballast surge protectors, Thomas Research	104 EA		NB		NB		NB	16.00	1,664.00
50	Socket Adapters	23 EA		NB		NB		NB	2.50	57.50
51	VM170 EZ install, VendingMiser	3 EA		NB		NB		NB	145.00	435.00
52	Pole Tenon	2 EA		NB		NB		NB	65.00	130.00
53	Pole Side Arm Round	4 EA		NB		NB		NB	20.00	80.00
54	Wire Guards	2 EA		NB		NB		NB	15.00	30.00
55	Mounting Stake	3 EA		NB		NB		NB	21.00	63.00
SubTotal:				\$110,097.83		\$204,047.00		\$275,688.00		\$321,042.25
2%/10, Net 30 Discount:				0		4,080.94		0		0
SBE Discount:				0		0		0		22,472.96
Total:				\$110,097.83		\$199,966.06		\$275,688.00		\$298,569.29

WARRANTY ON REPLACEMENT PARTS:

60 Months

60 Months

60 Months

60 Months

* Estimated Annual Usage

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A ONE-YEAR AGREEMENT (BLANKET AGREEMENT) WITH THREE ONE-YEAR RENEWAL OPTIONS TO RESOURCE EFFICIENCY SOLUTIONS, INC. AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$325,000 FOR INDUCTION AND LED LIGHTING REPLACEMENT PARTS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received four bids for induction and LED lighting replacement parts pursuant to IFB No. 7418 dated December 14, 2012; and

WHEREAS, Resource Efficiency Solutions, Inc. has met the specifications, terms and conditions of Bid No. 7418; and

WHEREAS, the Procurement & Supply Management Department recommends approval of the award of an agreement to Resource Efficiency Solutions, Inc.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a one-year agreement (Blanket Agreement) with three one-year renewal options to Resource Efficiency Solutions, Inc. at an estimated annual cost not to exceed \$325,000 for induction and LED lighting placements parts is hereby approved and the Mayor or the Mayor's designee is authorized to execute all necessary documents to effectuate this transaction; and

BE IT FURTHER RESOLVED that this agreement will be effective from the date of award through February 28, 2014.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

Attached documents for item Renewing blanket purchase agreements with Southern Electric Supply Company, Inc. d/b/a Rexel, Inc.; Tampa Armature Works, Inc.; and DJ/PJ Inc. d/b/a JW Appley, Inc. & Son for pumps, pump parts and repair services for the Water Resources Department at an e

**SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013**

To: The Honorable Karl Nurse, Chair and Members of City Council

Subject: Renewing blanket purchase agreements with Southern Electric Supply Company, Inc. d/b/a Rexel, Inc.; Tampa Armature Works, Inc.; and DJ/PJ Inc. d/b/a JW Appley, Inc. & Son for pumps, pump parts and repair services for the Water Resources Department at an estimated annual cost of \$150,000.

Explanation: On July 15, 2010 City Council approved three-year agreements for pumps, pump parts and repair services through June 30, 2013 with two one-year renewal options. Under the renewal of contract clause, the City reserves the right to extend the contracts for a period of one year if mutually agreeable. This is the first of two renewals.

The vendors furnish, replace and install pumps such as circulating, portable, stationary, centrifugal, diaphragm, hydraulic, propeller, injector, rotary submersible, surface-mounted sewage, sludge, sump and well pumps. They also provide service and software support. The city currently has 424 pumps at the water reclamation facilities and lift stations.

The Procurement Department, in cooperation with the Water Resources Department, recommends for renewal:

Pumps, Pump Parts and Repair Services.....\$150,000

Southern Electric Supply Company, Inc. d/b/a Rexel, Inc.
Tampa Armature Works, Inc.
DJ/PJ Inc. d/b/a JW Appley & Son, Inc.

These vendors have agreed to hold prices firm under the terms and conditions of IFB No. 6981 dated April 5, 2010. Administration recommends renewal of the agreement based upon the vendor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no requested increase in cost. Amounts paid to vendors during this renewal period shall not exceed a combined total of \$150,000. The renewals will be effective from July 1, 2013 through June 30, 2014.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), in various Water maintenance accounts (4202169, 4202173, 4202177, 4202181, 4202205, 4202077, 4202081, 4202085).

Attachments: Price History
Resolution

Approvals:

Administration *BS*

Budget

Price History

720-73 Pumps, Pump Parts and Repairs

Item No.	Description	2009	2010	2011	2012	2013	% Change
Labor Rate at Contractor's Facility							
1	Mechanic, Monday - Friday, 7:00 a.m. - 5:00 p.m.	\$138.00	\$85.00	\$85.00	\$85.00	\$85.00	-
2	Machinist, Monday - Friday, 7:00 a.m. - 5:00 p.m.	138.00	85.00	85.00	85.00	85.00	-
3	Welder, Monday - Friday, 7:00 a.m. - 5:00 p.m.	-	85.00	85.00	85.00	85.00	-
4	Laborer, Monday - Friday, 7:00 a.m. - 5:00 p.m.	138.00	85.00	85.00	85.00	85.00	-
Labor Rate at Contractor's Facility							
5	Mechanic, Monday - Friday, 7:00 a.m. - 5:00 p.m.	169.00	\$100.00	\$100.00	\$100.00	\$100.00	-
6	Machinist, Monday - Friday, 7:00 a.m. - 5:00 p.m.	169.00	100.00	100.00	100.00	100.00	-
7	Welder, Monday - Friday, 7:00 a.m. - 5:00 p.m.	-	100.00	100.00	100.00	100.00	-
8	Laborer, Monday - Friday, 7:00 a.m. - 5:00 p.m.	119.00	100.00	100.00	100.00	100.00	-

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENTS (BLANKET AGREEMENTS) WITH SOUTHERN ELECTRIC SUPPLY COMPANY, INC. D/B/A REXEL, TAMPA ARMATURE WORKS, INC. AND DJ/PJ INC. D/B/A JW APPELY & SON, AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$150,000 FOR PUMPS, PUMP PARTS AND REPAIR SERVICES FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 15, 2010 City Council approved the award of three-year agreements (Blanket Agreements) with two one-year renewal options to Southern Electric Supply Company, Inc. d/b/a Rexel, Tampa Armature Works, Inc. and DJ/PJ Inc. d/b/a JW Appley & Son ("Vendors") for pumps, pump parts and repair services for the Water Resources Department pursuant to IFB No. 6981 dated April 5, 2010; and

WHEREAS, the City desires to exercise the first one-year renewal options to the Agreements; and

WHEREAS, the Vendors have agreed to hold prices firm under the terms and conditions of IFB No. 6981; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of the first one-year renewal options to the Agreements.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal options to the agreements with Southern Electric Supply Company, Inc. d/b/a Rexel, Tampa Armature Works, Inc. and DJ/PJ Inc. d/b/a JW Appley & Son, at an estimated annual cost not to exceed \$150,000 for pumps, pump parts and repair services for the Water Resources Department are hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions; and

BE IT FURTHER RESOLVED that the renewals will be effect from July 1, 2013 through June 30, 2014

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Attached documents for item Authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement Number 4 - (FPN: 422501-1-94-01, Contract No: AOZ18 (“SJPA”) between the City of St. Petersburg and the Florida Department of Transportation, which provides \$3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor, or his designee, to execute a Supplemental Joint Participation Agreement Number 4 - (FPN: 422501-1-94-01, Contract No: AOZ18 ("SJPA")) between the City of St. Petersburg and the Florida Department of Transportation, which provides \$300,000 for wharf and infrastructure repair at the Port, establishes an expiration date for the SJPA of June 30, 2016, and requires City matching funds in the amount of \$100,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction, and providing an effective date.

EXPLANATION: The Port wharf has been in need of major repairs for several years. Weight limitations, imposed on the wharf due to structural weakness as a result of age and normal wear and tear, have limited the wharf's usefulness. Additionally, there are relatively small but frequent cave-ins of earth as it is washed away at the point where the wharf meets the shoreline due to severely deteriorated sheet pile, which is designed to serve as a seawall and keep the earth from washing away.

In FY 2007, the Port began a multi-phased wharf rehabilitation project to correct these deficiencies. Renovations of the eastern third of the wharf in front of the SRI site, the first phase of the project, have been completed. In order to continue the effort and renovate the next wharf segments to the west, the Port requested and received \$750,000 in Florida Seaport Transportation and Economic Development ("FSTED") Council grant funds (requiring \$750,000 in City matching funds) in FY 2008. A Joint Participation Agreement for this funding was approved by City Council on December 20, 2007. A Supplemental Joint Participation Agreement (Number 1) in the amount of \$750,000 (also requiring a City match of \$750,000) was approved by City Council in December 2008 and received during FY2009. A Supplemental Joint Participation Agreement (Number 2) in the amount of \$819,839 (requiring a City match of \$273,780) was approved by City Council on April 21, 2011. A Supplemental Joint Participation Agreement (Number 3) in the amount of \$363,793 (requiring a City match of \$121,264.30) was approved by City Council on February 16, 2012. This current \$300,000 FSTED grant has been prepared by the Florida Department of Transportation ("FDOT") (the contracting entity for FSTED funds) as Supplemental Joint Participation Agreement Number 4 to the FY08 JPA.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor, or his designee, to execute Supplemental Joint Participation Agreement Number 4 - FPN: 422501-1-94-01, Contract No: AOZ18 ("SJPA"), between the City of St. Petersburg and the Florida Department of Transportation, which provides \$300,000 for wharf and infrastructure repair at the Port, establishes an expiration date for the SJPA of June 30, 2016, and requires City matching funds in the amount of \$100,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Port Capital Projects Fund (4093), and in the City and Neighborhood Infrastructure Capital Projects Fund (3027), Port Wharf Renovations and Improvement FY13 Project (13734).

ATTACHMENTS: Resolution

APPROVALS: Administration:

[Signature] _____ *cd*

Budget:

[Signature] _____

Legal:

[Signature] _____

RESOLUTION NO. 2013- _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT NUMBER 4 - FPN: 422501-1-94-01, CONTRACT NO: AOZ18 ("SJPA") BETWEEN THE CITY OF ST. PETERSBURG AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, WHICH PROVIDES \$300,000 FOR WHARF AND INFRASTRUCTURE REPAIR AT THE PORT, ESTABLISHES AN EXPIRATION DATE FOR THE SJPA OF JUNE 30, 2016, AND REQUIRES CITY MATCHING FUNDS IN THE AMOUNT OF \$100,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") and the City of St. Petersburg ("City") entered into a Joint Participation Agreement FPN: 422501-1-94-01, Contract No: AOZ18 ("JPA") in January 2008 in the amount of \$750,000 with a City match of \$750,000 to provide for Port wharf and infrastructure repair; and

WHEREAS, the City received Supplemental Joint Participation Agreement Number 1 ("SJPA") from FDOT for an additional \$750,000 with a City match of \$750,000 for Port Wharf and infrastructure repair in FY09; and

WHEREAS, the City received SJPA Number 2 from FDOT for an additional \$819, 839 with a City match of \$273,780 for Port Wharf and infrastructure repair in FY11; and

WHEREAS, the City received SJPA Number 3 from FDOT for an additional \$363,793 with a City match of \$121,264.30 for Port Wharf and infrastructure repair in FY12; and

WHEREAS, FDOT has awarded the City SJPA Number 4 for an additional \$300,000 for Port Wharf and infrastructure repair in FY13, with a \$100,000 City match required.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute Supplemental Joint Participation Agreement Number 4 - FPN: 422501-1-94-01, Contract No: AOZ18 ("SPJA"), between the City of St. Petersburg and the Florida Department of Transportation, which provides \$300,000 for wharf and

infrastructure repair at the Port, establishes an expiration date for the SJPA of June 30, 2016, and requires City matching funds in the amount of \$100,000; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

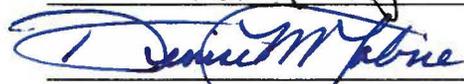
Approvals:

Administration:

Budget:

Legal:

cds



Legal: 00169428.doc v. 2

Attached documents for item Accepting a grant from the Coordinated Child Care of Pinellas, Inc. (“CCC”) in the amount of \$111,494 for the Walter Fuller Recreation Center’s 21st Century Community Learning Centers (21st CCLC) program; authorizing the Mayor or his designee to execute a

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 21, 2013

TO: City Council Chair & Members of City Council

SUBJECT:

Accepting a grant from the Coordinated Child Care of Pinellas, Inc. ("CCC") in the amount of \$111,494 for the Walter Fuller Recreation Center's 21st Century Community Learning Centers program; authorizing the Mayor or his designee to execute an agreement and all other documents necessary to effectuate this transaction with CCC; approving a supplemental appropriation of \$111,494 from the increase in the unappropriated balance of the General Fund resulting from these additional revenues to the Parks and Recreation Department WF 21 CCLC FY13 Project; and providing an effective date.

EXPLANATION:

CCC has awarded a grant to the City of St. Petersburg Parks and Recreation Department to provide the 21st CCLC Program which includes Summer Teen Camp and the Middle School Before School Program. Funds for this grant are provided by the Florida Department of Education (FDoE). The funding is for the period from August 1, 2012 to September 30, 2013.

The 21st CCLC Program is a program for teens at the Walter Fuller Recreation Center offering academic enrichment opportunities during non-school hours for teens, particularly students who attend high poverty, low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math and offers students a broad array of enrichment activities that can complement their regular academic programs. This grant funds four part-time workers to implement programming.

RECOMMENDATION:

Administration recommends this Council adopt the attached resolution accepting a grant from the Coordinated Child Care of Pinellas, Inc. ("CCC") in the amount of \$111,494 for the Walter Fuller Recreation Center's 21st Century Community Learning Centers program; authorizing the Mayor or his designee to execute an agreement and all other documents necessary to effectuate this transaction with CCC; approving a supplemental appropriation of \$111,494 from the increase in the unappropriated balance of the General Fund resulting from these additional revenues; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:

Revenues of \$111,494 will be received from Coordinated Child Care, Inc. A supplemental appropriation in the amount of \$111,494 from the increase in the unappropriated balance of the General Fund (0001) resulting from the additional revenues, to the Parks and Recreation Department (190-1573), to the WF 21 CCLC FY13 Project (13868) is required.

ATTACHMENTS: Resolution

APPROVALS:
v2

Administrative:

Budget:

Handwritten signatures for Administrative and Budget approvals. The Administrative signature is written over a horizontal line, and the Budget signature is written over another horizontal line.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A GRANT FROM THE COORDINATED CHILD CARE OF PINELLAS, INC. ("CCC") IN THE AMOUNT OF \$111,494 FOR THE WALTER FULLER RECREATION CENTER'S 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION WITH CCC; APPROVING A SUPPLEMENTAL APPROPRIATION OF \$111,494 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS AND RECREATION DEPARTMENT WF 21 CCLC FY13 PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg's youth are an important and valuable resource; and

WHEREAS, the Coordinated Child Care of Pinellas, Inc. ("CCC") has awarded a grant to the City of St. Petersburg Parks and Recreation Department in the amount of \$111,494 to fund the 21st Century Community Learning Centers Program at the Walter Fuller Recreation Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to accept a grant from the Coordinated Child Care of Pinellas, Inc. ("CCC") in the amount of \$111,494 for the Walter Fuller Recreation Center's 21st Century Community Centers Learning program.

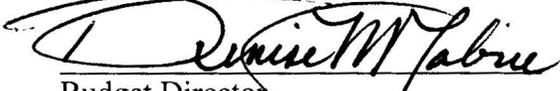
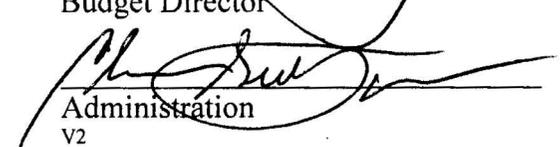
BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute an agreement and all other documents necessary to effectuate this transaction with CCC.

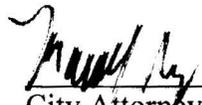
BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for FY 2013:

<u>General Fund</u> Parks and Recreation Department (1901573),	
WF 21 CCLC FY13 Project (13868)	\$111,494

This resolution shall become effective immediately upon its adoption.

APPROVALS:


Budget Director

Administration
V2


City Attorney (Designee)

Attached documents for item Authorizing the Mayor or his designee to execute Task Order No. 12-01-URS/AWA to the agreement between the City of St. Petersburg and URS Corporation in the amount not to exceed \$104,952 for design and bidding phase services related to new Terminal Hangar

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Task Order No. 12-01-URS/AWA to the agreement between the City of St. Petersburg and URS Corporation in the amount not to exceed \$104,952.00 for design and bidding phase services related to new Terminal Hangar Facility at Albert Whitted Airport. (Engineering Project No. 13045-119; Oracle No. 13279)

EXPLANATION: On January 12, 2012, the City Council approved a Master Agreement with the professional consulting engineering firm of URS Corporation for engineering services related to Miscellaneous Professional Services for Albert Whitted Airport Projects.

Task Order No. 12-01-URS/AWA pertains to specific planning, architectural, and engineering services related to the design of a new 105 foot long by 70 foot wide aircraft storage hanger located south of the Gailbreth Terminal. The exterior facade will be designed to coordinate with and compliment the terminal building architecture and allow for future building expansion to accommodate storefront/office space on the west side, fronting First Street South and/or allowing future construction of a second floor for office space. Proposed terminal hangar has been indicated on the FAA approved Master Plan and will be designed for storing larger twin engine aircraft such as King-Air 200/ 350; Pilatus; and Cessna Citation conveniently near the terminal.

The scope of work includes, but is not limited to: master planning for future retail space options by developing various options and preparing 3-D color drawing of selected option for future marketing and development; FAA building siting and height analysis; site design and development including grading, drainage and utilities; building architectural/structural design and systems design including mechanical, lighting, plumbing, electrical; subsurface exploratory geotechnical borings; topographic survey; cost estimates and construction plans and specifications, bidding assistance services including attendance of Pre-Bid Conference, responding to prospective bidders' questions/comments, preparation of contract Addenda as required and reviewing/evaluating bidders proposals.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 12-01-URS/AWA with URS Corporation in the amount not to exceed \$104,952.00.

COST/FUNDING/ASSESSMENT INFORMATION: Under a two year grant Grant with the City, the Florida Department of Transportation (FDOT) will provide 80% of designated funds for the proposed terminal hangar facility as follows: FDOT FY 2013- \$612,000 (\$489,000 FDOT/\$123,000 City); FDOT FY 2014 - \$189,000 (\$151,000 FDOT/ \$38,000 City). Accordingly, funds are available for this Task Order in the amount of \$104,952 in the General Capital Improvement Fund (3001) and the Airport Capital Projects Fund (4033), Airport Terminal Hangar Project (13279).

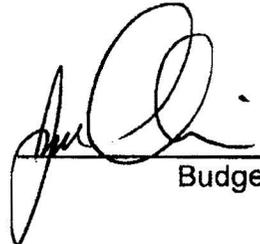
ATTACHMENTS: Resolution

APPROVALS:

rh



TBG Administrative



Budget

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 12-01-URS/AWA TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND URS CORPORATION IN THE AMOUNT NOT TO EXCEED \$104,952 FOR DESIGN AND BIDDING PHASE SERVICES RELATED TO NEW TERMINAL HANGAR FACILITY AT ALBERT WHITTED AIRPORT. (ENGINEERING PROJECT NO. 13045-119; ORACLE NO. 13279); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 12, 2012, the City Council approved a Master Agreement with the professional consulting engineering firm of URS Corporation for engineering services related to Miscellaneous Professional Services for Albert Whitted Airport Projects; and

WHEREAS, this Task Order No. 12-01-URS/AWA pertains to specific planning, architectural, and engineering services related to the design of a new 105 foot long by 70 foot wide aircraft storage hanger located south of the Gailbreth Terminal; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Task Order No. 12-01-URS/AWA to the agreement between the City of St. Petersburg and URS Corporation in the amount not to exceed \$104,952 for design and bidding phase services related to new Terminal Hangar Facility at Albert Whitted Airport. (Engineering Project No. 13045-119; Oracle No. 13279)

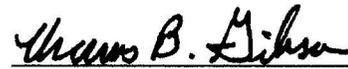
This Resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department
By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.
Engineering Director

RESOLUTION NO. 2013-72

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 12-01-URS/AWA TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND URS CORPORATION IN THE AMOUNT NOT TO EXCEED \$104,952 FOR DESIGN AND BIDDING PHASE SERVICES RELATED TO NEW TERMINAL HANGAR FACILITY AT ALBERT WHITTED AIRPORT. (ENGINEERING PROJECT NO. 13045-119; ORACLE NO. 13279); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 12, 2012, the City Council approved a Master Agreement with the professional consulting engineering firm of URS Corporation for engineering services related to Miscellaneous Professional Services for Albert Whitted Airport Projects; and

WHEREAS, this Task Order No. 12-01-URS/AWA pertains to specific planning, architectural, and engineering services related to the design of a new 105 foot long by 70 foot wide aircraft storage hanger located south of the Gailbreth Terminal; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Task Order No. 12-01-URS/AWA to the agreement between the City of St. Petersburg and URS Corporation in the amount not to exceed \$104,952 for design and bidding phase services related to new Terminal Hangar Facility at Albert Whitted Airport. (Engineering Project No. 13045-119; Oracle No. 13279)

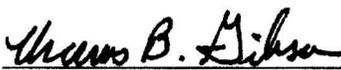
This Resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department
By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.
Engineering Director

CB-6

Attached documents for item Approving the second renewal of a Maintenance Agreement with the State of Florida Department of Transportation for the purpose of performing roadway sweeping on selected primary roadways in Pinellas County, Florida; and authorizing the Mayor or his design

Revised

ST. PETERSBURG CITY COUNCIL

TO: The Honorable Karl Nurse, Chair, and Members of City Council

DATE: Meeting of February 21, 2013

SUBJECT: Approving the second renewal of a maintenance agreement with the State of Florida Department of Transportation for the purpose of performing roadway sweeping on selected primary roadways in Pinellas County Florida; authorizing the Mayor or his designee is to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On June 2, 2011, City Council authorized the Mayor to enter into a Highway Maintenance Memorandum of Agreement with the State of Florida Department of Transportation ("FDOT"), for a one (1) year period, with two (2) one (1) year options to renew, to provide routine mechanical road and bridge sweeping services located within and adjacent to the corporate limits of the City of St. Petersburg. The Agreement included designated areas of various State Routes 60, 590, 580, 586, 651, 694, 600, 682, 679, 693, 699, 688, 687 and 686/US 19, Alternate US 19, for an annual amount of \$307,527.31.

The City and FDOT entered into a contract renewal for the first of two (2) annual renewal options on June 19, 2012, and currently FDOT has requested that the City to renew its maintenance agreement for the second annual renewal option.

Sweeping cycles will be 12 times per year for 5,304.024 curb miles per year at the unit price of \$57.98 per curb mile. The terms and conditions of this agreement provide for FDOT payments that offset all City expenses associated with delivering the services. Annual revenues to be derived from contract services will be \$307,527.31.

Administration recommends approval of the attached resolution approving the second renewal of a maintenance agreement with the State of Florida Department of Transportation for the purpose of performing roadway sweeping on selected primary roadways in Pinellas County Florida; authorizing the Mayor or his designee is to execute all documents necessary to effectuate this transaction; and providing an effective date.

COSTS/FUNDING/ASSESSMENT INFORMATION: Revenue received from FDOT will be deposited into the Stormwater Utility Operating Fund 4011 4001329, Stormwater FDOT Sweeping, and will be used to offset City expenses associated with delivering the services.

ATTACHMENT: Resolution

APPROVALS: Administration: Michael Nurse

v3

Budget: Elahofsk

A RESOLUTION APPROVING THE SECOND RENEWAL OF A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF PERFORMING ROADWAY SWEEPING ON SELECTED PRIMARY ROADWAYS IN PINELLAS COUNTY, FLORIDA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") and the City of St. Petersburg, Florida ("City") entered into a one (1) year maintenance agreement with two (2) one (1) year renewal options on June 21, 2011 ("Agreement") for performing roadway sweeping on selected primary roadway systems in Pinellas County, Florida; and

WHEREAS, the City and FDOT entered into a contract renewal for the first of two (2) annual renewal options on June 19, 2012; and

WHEREAS, FDOT has requested that the City renew this Agreement for the second one-year renewal option and the City desires to exercise said renewal option; and

WHEREAS, Administration recommends the second renewal of this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second renewal of a maintenance agreement with the State of Florida Department of Transportation for the purpose of performing roadway sweeping on selected primary roadways in Pinellas County Florida is hereby approved and the Mayor of his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall be effective immediately upon its adoption.

APPROVALS:

Administration: _____



Legal: _____



Contract No.: AQB08-R2 Renewal: (1st, 2nd, etc.) 2nd.
Financial Project No(s): 41615527204
County(ies): Pinellas

This Agreement made and entered into this _____ day of _____, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of St. Petersburg hereinafter called "Contractor".
(This date to be entered by DOT only.)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 21 day of June, 2011 entered into an Agreement whereby the Department retained the Contractor to perform Roadway Sweeping
(This date to be entered by DOT only)
_____ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 20 day of June, 2013 and ending the 19 day of June, 2014 at a cost of \$ 307,527.31

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of St. Petersburg
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Attached documents for item Authorizing the Mayor or his designee to accept \$146,559 from Pinellas County (“County”) as the City’s share of the FY2012 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding of law enforcement initiatives as set out in the County’s

St. Petersburg City Council
Consent Agenda
Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept \$146,559 from Pinellas County ("County") as the City's share of the FY2012 Edward Byrne memorial Justice Assistance Grant ("JAG") to continue funding of law enforcement initiatives as set out in the County's grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2012 Project (TBD); and providing an effective date.

EXPLANATION: The City and Pinellas County ("County") are Bureau of Justice Statistics ("BJS") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. Because BJS determined that the City and the County had a disparate allocation of JAG funds, the City and County were required to evenly divide funds available to the two entities. The City of St. Petersburg and the Pinellas County Board of County Commissioner ("County") entered into a Memorandum of Understanding agreeing to allocate \$146,559 of the \$293,118 FY2012 Edward Byrne Memorial Justice Assistance Grant ("JAG") to each entity's law enforcement agency. The County will serve as the grant applicant and fiscal agent. The City will submit expenditure documentation to the County for reimbursement of eligible costs. The grant requires no local matching funds.

The City's \$146,559 will be used to continue funding for a number of law enforcement and crime prevention initiatives that were started under the Local Law Enforcement Block Grant Program. These initiatives include supplemental support for Community Resource Centers, WRXB Radio Program, Volunteer Programs, Rental Vehicles for Special Operations, Auto Theft Clubs, Crime Prevention copier costs, and Law Enforcement Overtime for neighborhood safety.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept \$146,559 from Pinellas County ("County") as the City's share of the FY2012 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding law enforcement initiatives as set out in the County's grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG2012 Project (TBD)and providing an effective date.

COST/FUNDING Information: The grant will fund law enforcement and crime prevention initiatives effective October 1 2011 through September 30, 2015. A supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to Police, Fiscal Support (140-1389), JAG 2012 Project (TBD) is required.

Approvals:

Administration: _____

Budget: _____

Legal: 00169440.doc v.2

Resolution No. 2013-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT \$146,559 FROM PINELLAS COUNTY ("COUNTY") AS THE CITY'S SHARE OF THE FY 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") TO CONTINUE FUNDING OF LAW ENFORCEMENT INITIATIVES AS SET OUT IN THE COUNTY'S GRANT APPLICATION, AND TO EXECUTED ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$146,559 FROM THE INCREASE IN THE UNAPPROPRIATED BALNCE OF THE POLICE GRANT FUND (1702), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE POLICE DEPARTMENT, FISCAL SUPPORT (140-1389) JAG 2012 PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Pinellas County ('County) are Bureau of Justice Statistics ("BJS") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds; and

WHEREAS, because BJS determined that the City and the County had a disparate allocation of the JAG funds, the City and County were required to evenly divide the funds available to the two entities; and

WHEREAS, the City and the County have entered into a Memorandum of Understanding stipulating that the FY 2012 JAG Award of \$293,118 will be allocated evenly between the parties (\$146,559 to each entity); and

WHEREAS, pursuant to the MOU, the County applied for the JAG funds and was designated as the grant applicant and fiscal agent for distribution of the funds; and

WHEREAS, the City will submit expenditure documentation for the County for reimbursement of eligible costs; and

WHEREAS, the JAG Grant requires no matching funds; and

WHEREAS, the City's \$146,559 will be used to continue funding for a number of law enforcement and crime prevention initiatives that were started under the Local Law Enforcement Block Grant Program, including a supplemental support for Community Resource Centers, WRXB Radio Program, Volunteer Programs, Rental Vehicles for Special Operations, Auto Theft Clubs, Crime Prevention Copier Costs, and Law Enforcement Overtime for neighborhood safety; and

WHEREAS, a supplemental appropriation in the amount of \$146,559 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2012 Project (TBD) is required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept \$146,559 from Pinellas County (“County”) as the City’s share of the FY2012 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding law enforcement initiatives as set out in the County’s grant application, and to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, the following supplemental appropriation for FY 2013:

Police Grant Fund (1702))

Police Department, Fiscal Support (1401389), JAG 2012 Project (TBD) \$146,559
and;

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: _____ Administration: _____

Budget: _____

Legal: 00169436.doc v. 2



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

June 29, 2012

Mr. Robert LaSala
Pinellas County
315 Court Street
Clearwater, FL 33756-3165

Dear Mr. LaSala:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$293,118 for Pinellas County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (including Zip Code) Pinellas County 315 Court Street Clearwater, FL 33756-5165		4. AWARD NUMBER: 2012-DJ-RJ-0034					
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2013					
1A. GRANTEE IRS/VENDOR NO. 59600805		6. AWARD DATE 06/29/2012	7. ACTION				
		8. SUPPLEMENT NUMBER 00	Initial				
		9. PREVIOUS AWARD AMOUNT	\$ 0				
3. PROJECT TITLE FY 2012 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD	\$ 293,118				
		11. TOTAL AWARD	\$ 293,118				
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).							
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY12(BJA - IAG) 42 USC 3750, et seq.							
15. METHOD OF PAYMENT GPRS							
AGENCY APPROVAL		GRANTEE ACCEPTANCE					
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Robert LaSala County Administrator					
17. SIGNATURE OF APPROVING OFFICIAL		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE				
		<i>Robert LaSala</i>	7-18-12				
AGENCY USE ONLY							
20. ACCOUNTING CLASSIFICATION CODES		21. LDIUGT0110					
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	FORMS	AMOUNT
X	B	DI	80	00	00		293118

OJP FORM 40002 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 40002 (REV. 4-88)

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

[Signature]
Attorney



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 7

PROJECT NUMBER 2012-DJ-BX-0034

AWARD DATE 06/29/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
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AWARD CONTINUATION
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PROJECT NUMBER 2012-JJ-BK-0034

AWARD DATE 06/28/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/cor.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted driver.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/awards/cost.htm.
11. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFA/TA Subaward Reporting System (SRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such uses being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2012-DJ-EX-0634

AWARD DATE 06/28/2012

SPECIAL CONDITIONS

13. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/NEPA.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

14. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbones to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
15. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantscondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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SPECIAL CONDITIONS

16. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
17. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
18. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
19. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
20. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789(c)-(d). Recipient may not satisfy such a fine with federal funds.
21. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
22. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in EJA program guidance.

Handwritten initials/signature



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24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.
25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
26. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
27. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
28. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
29. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
30. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfil.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfil.org).
31. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
32. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

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Office of Justice Programs
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PROJECT NUMBER 2012-DJ-BX-0034

AWARD DATE 06/29/2012

SPECIAL CONDITIONS

33. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

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Attached documents for item Resolution amending Resolution 2012-471 to amend the list of social service agencies funded and the amount received by such agencies for period October 1, 2012 through September 30, 2013; and authorizing the Mayor or his designee to execute amendments wit

ST. PETERSBURG CITY COUNCIL
Meeting of February 21, 2013

TO: The Honorable Karl Nurse, Chair, and Members of City Council
THRU: Tish Elston, City Administrator 
FROM: Members of the Social Service Allocations Committee
RE: Amending Resolution 2012-471

City Council adopted Resolution 2012-471 on October 4, 2012, which approved the Social Service Allocations Committee's recommendation of the social service agencies to be funded and the amount that such agencies would receive for the period of October 1, 2012 through September 30, 2013. After City Council approval, one agency, Clothes for Kids, Inc., decided not to accept its grant award in the amount of \$3,500.

During its meeting on November 7, 2012, the members of the Social Service Allocations Committee recommended that the \$3,500 be redistributed as follows:

Catholic Charities, Diocese of St. Petersburg, Inc. - \$1,500
Family Resources, Inc. - \$1,000
YWCA of Tampa Bay, Inc. - \$500
Boley Centers, Inc. - \$500

The attached resolution amends Resolution 2012-471 to revise the list of agencies funded and the amount received by such agencies for the period of October 1, 2012 through September 30, 2013 and authorizes the Mayor or his designee to execute amendments with the four agencies receiving additional grant funds for FY13.

Resolution No. _____

**A RESOLUTION AMENDING
RESOLUTION 2012-471 TO REVISE THE
LIST OF AGENCIES FUNDED AND THE
AMOUNT RECEIVED BY SUCH
AGENCIES FOR PERIOD OCTOBER 1,
2012 THROUGH SEPTEMBER 30, 2013;
AUTHORIZING THE MAYOR OR HIS
DESIGNEE TO EXECUTE AMENDMENTS
WITH THE FOUR AGENCIES RECEIVING
ADDITIONAL GRANT FUNDS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of St. Petersburg authorizes financial assistance to Social Service Agencies in the community; and

WHEREAS, the Social Service Allocations Committee has reviewed all eligible agencies and presented its recommendations for the period October 1, 2012 through September 30, 2013; and

WHEREAS, City Council adopted Resolution 2012-471 which approved the Social Service Allocations Committee's recommendations; and

WHEREAS, after approval by City Council, Clothes to Kids, Inc. decided not to accept its grant award in the amount of \$3,500; and

WHEREAS, members of the Social Service Allocations Committee recommend that the \$3,500 be redistributed as follows: Catholic Charities, Diocese of St. Petersburg, Inc. (\$1,500); Family Resources, Inc. (\$1,000); YWCA of Tampa Bay, Inc. (\$500); and Boley Centers, Inc. (\$500); and

WHEREAS, the funds are available in the General Fund (0001), Mayor's Office, Veteran, Social & Homeless Services Department (020-2327) budget; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Social Services Allocations Committee the list of agencies be funded and the amount to be received by such agencies for the period of October 1, 2012 through September 30, 2013 is hereby revised as follows:

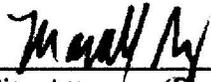
Agency	Program	Amount	Use
211 Tampa Bay Cares, Inc.	211 Helpline	\$ 25,000	Salary: Call Center Representative
Alpha House of Pinellas, Inc.	Residential Program	\$ 8,000	Salary: Cook/Oper.Mgr/Variou exp
Boley Centers, Inc.	Oaks Supported Housing	\$ 35,000	Salary: Recovery Specialist
Brookwood Florida-Central, Inc	Transitional Housing	\$10,000	Salary: Various Staff
Catholic Charities, Diocese of St. Petersburg, Inc.	Pathways to Self-Sufficiency	\$4,500	Salary: Family Support Specialist/Specific Asst. to Families
Community Action Stops Abuse, Inc. (CASA)	Emergency Shelter	\$ 38,000	Salary: Day Time House Associate
Community Pride Child Care Center, Inc	Community Pride Homeless Program	\$3,000	Child Care Vouchers for Homeless Families

Agency	Program	Amount	Use
Daystar Life Center, Inc.	Homeless Prevention & Homelessness	\$28,000	Utilities & Rent Assistance to Families & Individuals
Family Resources, Inc.	StreetSAFE	\$10,000	Salary: Street Outreach Worker/Other Expenses
Gulfcoast Legal Services, Inc.	Homeless Prevention & Outreach Project	\$25,000	Salary: Homeless Prevention & Outreach Attorney
Operation PAR, Inc	St. Petersburg Homeless Street Outreach	\$38,000	Discretionary Funds for Street Outreach Team
Pinellas County Homeless Leadership Board, Inc.	Homeless Services Coordination & Delivery	\$25,000	Salary: Executive Director
	Rapid Re-Housing	\$2,500	Financial Assistance for Families Moving into Housing
Pinellas Opportunity Council, Inc.	Chore Services Program	\$ 8,000	Salary: Chore Worker
	Emergency Assistance Program	\$15,000	Client Emergency Financial Asst. w/rent/utilities/other as needed
	Retired & Senior Volunteers Program	\$ 3,000	Volunteer Travel Assistance
Religious Community Services, Inc.	RCS Grace House	\$10,000	Salary: Prog. Dir./Case Mgr & Operating Expenses
Society of St. Vincent de Paul South Pinellas, Inc.	Homeless Person Storage Units	\$30,000	Salary: Storage Facility Attendant/ Back-up & Operating Expenses
St. Petersburg Free Clinic, Inc.	Free Clinic Women's Residence	\$25,000	Salary: Director of Women's Residence
The Salvation Army of St. Petersburg	Family Shelter/Family Case Management Program	\$20,000	Salary: Director & Case Manager
WestCare Gulfcoast Florida, Inc.	Mustard Seed Inn	\$28,000	Salary: Counselor & Data Entry Clerk
YWCA of Tampa Bay, Inc.	YWCA/USF Family Village Housing & Support Svcs.	\$ 35,000	Salary: Various Staff
TOTAL		\$426,000	

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute amendments with the four agencies receiving additional grant funds.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:



 City Attorney (Designee)

V2 document #169904

Attached documents for item Approving the Minutes of the City Council Meetings of November 1, November 8 and November 19, 2012.

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 21, 2013

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of November 1, November 8 and November 19, 2012 are submitted for your approval.

A RESOLUTION APPROVING THE
MINUTES OF THE CITY COUNCIL
MEETINGS HELD NOVEMBER 1,
NOVEMBER 8 AND NOVEMBER 19,
2012 AND PROVIDING AN EFFECTIVE
DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on November 1, November 8 and November 19, 2012 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

City Attorney or Designee

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL

THURSDAY, NOVEMBER 1, 2012, AT 8:35 A.M.

Chair Leslie Curran called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, William H. Dudley, Steven Kornell, Karl Nurse, Wengay M. Newton, Sr. and Jeff Danner. Mayor Bill Foster, City Administrator Tish Elston, City Attorney John Wolfe, Chief Assistant City Attorney Mark Winn, Assistant City Attorney Macall Dyer, City Clerk Eva Andujar and Deputy City Clerk Amelia Preston were also in attendance.

Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council add a Resolution of Memorial Tribute to the Family of Army Specialist Brittney Gordon and approve the agenda as amended:

- ADD C-10 Resolution setting 10:00 p.m. as the latest time ("cutoff time") for co-sponsored events to be held in Vinoy Park on or after January 2, 2013; and amending City Council Resolution No. 2012-441 to reflect the new cutoff time for approvals for events scheduled after January 2, 2013 in Vinoy Park. *[Moved to Reports as E-9]*
- ADD C-11 Accepting a \$15,000 grant from the Juvenile Welfare Board in support of the St. Petersburg College Allstate Center's Inner-City Operation to Recruit Public Safety ("iCORPS") initiative; approving a supplemental appropriation in the amount of \$15,000 from the increase in the unappropriated balance of the General Fund - Special Projects (0003) resulting from these additional revenues to the Police Department, Fiscal Support Services (140-1389); and a supplemental appropriation in the amount of \$15,000 from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, Local Law Enforcement Fund (140-2857) to provide a total of \$30,000 to partially fund the 2012 iCORPS summer camp; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

- INFO D-6 Ordinance 52-H amending the St. Petersburg City Code regarding abandoned signs; amending regulations regarding nonconforming signs; creating a Section regulating signs of historic significance; amending certain regulations for digital or electronic message centers, flags and Large Facility Signs; amending an exemption providing for free speech signs both held and worn by a person; creating a definition for human signs, creating an exemption for human signs, and establishing regulations for such signs; deleting the prohibition against three-dimensional objects used as signs; and creating new regulations for three-dimensional extensions for off-premises signs and on-premises signs. (City File LDR 2011-02)
- ADD E-7 Update on Pinellas Suncoast Transit Authority (PSTA), Metropolitan Planning Organization (MPO) and Tampa Bay Area Regional Transportation Authority (TBARTA). (Councilmember Danner) (Oral)
- ADD E-8 International Relations Committee. (Councilmember Kennedy) (Oral)
- INFO F-1 Ordinance approving final year-end adjustments to the City Of St. Petersburg Operating and Capital Improvement Budgets for the Fiscal Year ending September 30, 2012; approving the final amended Budget for the Fiscal Year ending September 30, 2012 by incorporating into the aforementioned final amended Budget all adjustments and appropriations contained in this Ordinance and all adjustments and appropriations previously made by Resolution for the Fiscal Year ending September 30, 2012; and approving year-end commitments, assignments, and appropriations from the General Fund Balance as of September 30, 2012 for inclusion in the Budget for the Fiscal Year ending September 30, 2013.
- INFO G-1 Requesting City Council support a resolution to allow Municipal Referenda for Local-Option Sales Tax for Transportation. (Councilmember Kennedy)
- ADD G-3 Referring to the Public Services & Infrastructure Committee to discuss installing a plaque in memory of a long time City employee, Ron Williams at the Marina. (Vice-Chair Newton)
- REVISE H-3 Budget, Finance & Taxation Committee. (10/25/12)

- INFO H-4 Public Services & Infrastructure Committee. (10/25/12)
(a) Resolution approving the policies and procedures set forth in Exhibit "A" attached hereto, ("Policies and Procedures"), establishing a Special Assessment Lien Modification Program that authorizes the Mayor or his designee to take the actions set forth therein on requests for relief from special assessment liens pursuant to the Policies and Procedures; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution and the Policies and Procedures.
- INFO H-5 Housing Services Committee. (10/25/12)
- INFO I-2 Retention of Outside Counsel for BP Oil Spill.
- ADD I-3 Confirming the appointment of Michael Dema as an Assistant City Attorney.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

Mayor Foster presented the following Resolution of Bereavement to the family of United States Army Specialist Brittney Gordon:

Whereas, countless men and women have answered the United States' military call to duty and have made tremendous sacrifices leaving their home, family and friends to serve this great nation; and

Whereas, it takes a special man or woman to give up their comfort and safety for their country, yet, while most of us are sleeping, those brave individuals are protecting our liberty; and

Whereas, God in His infinite wisdom called from us an extraordinary young woman, daughter, sister and friend; and

Whereas, we are profoundly grieved at the passing of an outstanding resident to our community, and the loss to this city and our country of a dedicated public servant; and

Whereas, United States Army Spc. Brittany Gordon, a native of St. Petersburg, Florida and a 2006 St. Petersburg High School graduate, passed away on Saturday, October 13, 2012, while bravely protecting our freedom; and

Whereas, United States Army Spc. Brittany Gordon's foundation of love for God and mankind quickened her desire to serve and protect her fellow man when she decided to enlist in the United States Army; and

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Whereas, it is in United States Army Spc. Brittany Gordon's memory that we honor and convey our heartfelt gratitude to her family for her unselfish resolve to keep our nation safe; and

Whereas, It is our hope that her sacrifice becomes a constant reminder to the residents of our community of the extraordinary price of our freedom; and

Whereas, The Mayor and City Council join in this Resolution;

Now, Therefore, Be It Resolved by the Mayor and City Council of the City of St. Petersburg, Florida, that we, for ourselves and for the community she served so well, in sorrow publicly acknowledge the debt of gratitude this city owes to United States Army Spc. Brittany Gordon, for her making us proud and for shining a bright star over our city;

Be It Further Resolved that we express to the family of United States Army Spc. Brittany Gordon our heartfelt condolences in this deep hour of grief, with the hope that they will take some measure of consolation in the knowledge that she gave herself wholeheartedly to the service of this country and with hope that they will find some measure of solace in the days ahead.

Be It Further Resolved that a copy of this resolution is spread upon the minutes of the City Council, and a copy thereof, properly embossed and transmitted to the family of United States Army Spc. Brittany Gordon.

Chair Curran stated Council will plant a Memorial Tree in Dell Holmes Park in memory of Army Specialist Brittney Gordon.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Tom Tito, 622 12th Avenue South, read a petition into the record requesting all RNC expenses be reimbursed to the City.
2. Vince Cocks, Pinellas Point, St. Petersburg, thanked the Mayor for his words concerning Army Specialist Brittney Gordon and extended his condolences to Councilmember Danner on the passing of his mother. He commented the public is not aware that parking is not being enforced for early voting and asked the City to bag the meters and/or install temporary signs to alert the public that they do not have to pay to park in the immediate area of the Supervisor of Elections office feed the parking meters across City Hall if they are parked to vote at the.

Mayor Foster stated he will install signs indicating "Free parking for early voting" and will bag the meters in the immediate vicinity of the Supervisor of Elections office.

3. David McKalip, 431 Southwest Boulevard North, spoke in opposition to the proposed local hiring ordinance which will increase costs.
4. Tee Lassiter, 963 27th Avenue South, gave a prayer for the City.
5. Winnie Foster, 311 57th Avenue South, commented on Brownfield areas, community gardens, recent Urban League meeting, etc. She spoke in support of the proposed Foreclosure Registry ordinance.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolutions be adopted:

- 12-495 Approving the purchase of two replacement fire rescue vehicles from Wheeled Coach Industries, Inc. for the Fire Department at a total cost of \$333,078.
- 12-496 Renewing a blanket purchase agreement with AGC Electric, Inc., a sole source supplier, for pedestrian crosswalk rectangular rapid flashing beacon (RRFB) assemblies for the Transportation & Parking Department at an estimated annual cost of \$200,000.
- 12-497 Awarding three-year blanket purchase agreements to Apollo Construction & Engineering Services, Inc. and Ross Plumbing & Heating, Inc. for plumbing services and repairs at an estimated annual cost of \$152,500.
- 12-498 Approving the purchase of a replacement 20-passenger paratransit vehicle from LBS South, LLC for the Parks and Recreation Department at a total cost of \$111,270.
- 12-499 Approval of Arts Advisory Committee recommendations for FY2013 funding of \$178,187.01 for Arts and Cultural Grants for the period of October 1, 2012 through September 30, 2013; approving a supplemental appropriation in the amount of \$3,187.01 from the unappropriated balance of the General Fund.
- 12-500 Authorizing the Mayor or his designee to execute a Second Amendment to the September 21, 2009 Lease Agreement with Comas Enterprises, Inc. that operates a Cold Stone Creamery franchise in a space located at 1961 - 4th Street North, St. Petersburg, within the City-owned Sunken Gardens building.
- 12-501 Approving a resolution rescinding an unencumbered appropriation in the Water Resources Capital Projects Fund (4003) in the amount of \$168,000 from the WRL FDOT US19 Whitney Rd FY12 Project (13358); and approving a supplemental appropriation in the amount of \$168,000 from the unappropriated balance in the Water Resources Capital Projects Fund (4003), resulting from this rescission, to the WRL 46th Avenue North (62-80 St N) Road Widening Project (11115). (Engineering Project No. 06102-111; Oracle No. 11115)

- 12-502 Approving a resolution rescinding an unencumbered appropriation in the Water Resources Capital Projects Fund (4003) in the amount of \$123,000 from the WRL FDOT US19 Whitney Rd FY12 Project (13358); and approving a supplemental appropriation in the amount of \$123,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this rescission, to the WRL Gandy Overpass FY11 Project (12944), FPID #416838-1-52-01. (Engineering Project No. 10043-111; Oracle No. 12944)
- 12-503 Approving the minutes of the City Council meetings held July 12, July 19 and July 26, 2012.
- 12-504 Accepting a \$15,000 grant from the Juvenile Welfare Board in support of the St. Petersburg College Allstate Center's Inner-City Operation to Recruit Public Safety ("iCORPS") initiative; approving a supplemental appropriation in the amount of \$15,000 from the increase in the unappropriated balance of the General Fund - Special Projects (0003) resulting from these additional revenues to the Police Department, Fiscal Support Services (140-1389); and a supplemental appropriation in the amount of \$15,000 from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, Local Law Enforcement Fund (140-2857) to provide a total of \$30,000 to partially fund the 2012 iCORPS summer camp; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

The Clerk read the title of proposed Ordinance 1040-V and Zoning Official Philip Lazzara made a presentation. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1040-V, entitled:

PROPOSED ORDINANCE NO. 1040-V

AN ORDINANCE APPROVING A VACATION OF A 20 FOOT WIDE INGRESS/EGRESS & UTILITY EASEMENT KNOWN AS CHARLES COURT SOUTH, RUNNING BETWEEN 2ND STREET SOUTH AND 3RD STREET SOUTH, AS SHOWN ON THE UNIVERSITY CENTER SUBDIVISION, RECORDED IN PLAT BOOK 126, PAGES 11, 12 AND 13; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

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be adopted on second and final reading.

The Chair asked if there were any persons present wishing to be heard and there was no response. Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

The meeting was recessed at 9:25 a.m.

The meeting was reconvened at 9:37 a.m. with all members present.

In connection with a report item a Mahaffey Theater Update, Downtown Facilities Management Director David Metz provided comments and introduced Mr. Bill Edwards with Big3 Entertainment who made a PowerPoint presentation and thanked everyone for their support. Mr. Edwards reviewed event days held at the Mahaffey, 270 events in FY11/12 compared to 220 events in FY10-11, an increase of 23%; 190,000 event guests this year compared to 142,000 in FY 10/11 and a 34% increase in attendees. Big3 efforts represent a 39% savings over the prior 3 year average, saving the City an estimated half million dollars. Mr. Edwards has personally invested \$4 million dollars in venue improvements, marketing and advertising, and show promotions. Mr. Edwards stated Big3 is committed to diversity programming and mentioned the Titanic the Artifact Exhibition 100th Year Anniversary opened October 6, 2012 and will run for five months at the Mahaffey. He commented on the upcoming shows and thanked the City team for their support and thanked the City and Council for the opportunity to serve.

The Clerk read the title of proposed Ordinance 1041-V and Zoning Official Philip Lazzara made a presentation. Councilmember Danner moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1041-V, entitled:

PROPOSED ORDINANCE NO. 1041-V

AN ORDINANCE APPROVING VACATION OF THE STREET CORNER RIGHTS-OF-WAY ON EACH CORNER OF THE BLOCK BOUND BY 3RD AVENUE SOUTH, 4TH STREET SOUTH, 4TH AVENUE SOUTH AND 5TH STREET SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.

The Chair asked if there were any persons present wishing to be heard and there was no response. Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

The Clerk read the title of proposed Ordinance 53-H. Councilmember Danner moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 53-H, entitled:

PROPOSED ORDINANCE NO. 53-H

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY CODE RELATING TO THE ESTABLISHMENT AND IMPOSITION OF CERTAIN FEES FOR RECORDING AND RELEASING LIENS; ESTABLISHING AN ONLINE AND PHONE CONVENIENCE PAYMENT FEE; AMENDING THE ALARM APPLICATION FEE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. David McKalip, 431 Southwest Boulevard North, spoke in opposition to the proposed ordinance and suggested the City look at pension/benefit costs and other spending cuts to reduce costs.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Danner. Gerdes. Kennedy. Nays. Newton. Absent. None.

The Clerk read the title of proposed Ordinance 54-H and Arts & International Relations Manager Elizabeth Brincklow made a presentation. The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

2. Marlys Meckler, 350 2nd Street North #17, spoke in support of the proposed ordinance.
3. Angela Bond, 1750 Pinellas Point Drive South, spoke in support of the proposed ordinance and thanked City Council for their support to the smaller organizations.

4. Mary Anna Murphy, 5471 4th Street South, Public Arts Commission Chair, stated that over the past several years the Commission has worked to improve and protect the City's public arts collection and thanked Council for their support. She spoke in support of the proposed ordinance.
5. Catherine Woods, 515 22nd Street South, artist and C Glass Studio owner, spoke in support of the proposed ordinance.
6. David Harris, 1019 15th Avenue North, Public Arts Committee member, spoke in support of the proposed ordinance.
7. David McKalip, 431 Southwest Boulevard North, spoke in opposition to the proposed ordinance. Loves art and has commissioned public art for placement his property, but does not feel the public should have to fund art and suggested private industry provide monetary support.
8. Tee Lassiter, 963 27th Avenue South, stated the art group is not inclusive. She stated the City needs to address basic needs, jobs for youth, the elderly, etc.

Marketing & Communications Director Beth Herendeen and Assistant City Attorney Macall Dyer responded to questions from Council. Councilmember Danner moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 54-H, entitled:

PROPOSED ORDINANCE NO. 54-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING SECTION 5-56 AND ADDING SUBSECTION (C) TO SECTION 5-59 OF THE ST. PETERSBURG CITY CODE; INCREASING THE PERCENTAGE FROM PUBLIC WORKS PROJECTS THAT SHALL BE SET ASIDE FOR THE ACQUISITION OF WORKS OF ART; CAPPING THE TOTAL AMOUNT THAT CAN BE SET ASIDE FOR THE ACQUISITION OF WORKS OF ART; PROVIDING FOR THE DEPOSIT OF PROCEEDS RECEIVED FROM INSURANCE CLAIMS ON PUBLIC ART COLLECTION INTO THE ART IN PUBLIC PLACES FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.

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Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

The Clerk read the title of proposed Ordinance 55-H and Airport Manager Richard Lesniak made a PowerPoint presentation. Councilmember Dudley moved with the second of Councilmember Newton that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 55-H, entitled:

PROPOSED ORDINANCE NO. 55-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN THE JOINT PARTICIPATION AGREEMENT ("JPA") AND THE AVIATION PROGRAM ASSURANCES WHICH ARE ATTACHED TO THE JPA, TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") GRANT IN AN AMOUNT NOT TO EXCEED \$82,000 FOR THE TAXIWAY A-1 AND SOUTH APRON PROJECT WHICH, *INTER ALIA* REQUIRE THAT THE CITY WILL NOT SELL, LEASE, ENCUMBER OR OTHERWISE TRANSFER OR DISPOSE OF ANY PART OF ITS TITLE OR OTHER INTERESTS IN THE REAL PROPERTY SHOWN AS AIRPORT OWNED OR CONTROLLED ON THE CURRENT AIRPORT LAYOUT PLAN WITHOUT PRIOR WRITTEN APPROVAL OF THE FDOT, THROUGHOUT THE USEFUL LIFE OF A FACILITY DEVELOPED FOR ANY AIRPORT DEVELOPMENT, NOR CAUSE OR PERMIT ANY ACTIVITY OR ACTION ON THE AIRPORT WHICH WOULD INTERFERE WITH ITS USE FOR AIRPORT PURPOSES FOR A PERIOD, NOT TO EXCEED 20 YEARS FROM THE EFFECTIVE DATE OF THE JPA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE GRANT IN AN AMOUNT NOT TO EXCEED \$82,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE

TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AIRPORT CAPITAL IMPROVEMENT FUND (4033) RESULTING FROM THESE ADDITIONAL REVENUES IN THE AMOUNT NOT TO EXCEED \$82,000 TO THE AIRPORT - TAXIWAY A-1 AND SOUTH APRON PROJECT (PROJECT #12477); PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.

be adopted on second and final reading.

- 12-505 Awarding a contract to Kamminga & Roodvoets, Inc. in the amount of \$896,655.50 for the construction of Albert Whitted Municipal Airport, Taxiway "A1" and South Apron Improvements, and approving a supplemental appropriation in the amount of \$867,830 from the increase in the unappropriated balance of the Airport Capital Improvement Fund (4033) resulting from these additional revenues to the Airport -Taxiway A-1 and South Apron Project (#12477). (Engineering Project No. 09050-113; Oracle Project No. 12477).
- 12-506 Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 08-03-LPA to the Agreement between the City of St. Petersburg and LPA Group, Inc. in the amount not to exceed \$14,083 for construction phase professional engineering services for the Albert Whitted Airport - Taxiway "A1" Extension for a total amount of \$113,984. (Engineering Project No. 09050-113; Oracle No. 12477)

The Chair asked if there were any persons present wishing to be heard and there was no response. Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

The Clerk read the title of proposed Ordinance 52-H and Zoning Official Philip Lazzara made a presentation. The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. David McKalip, 431 Southwest Boulevard N, spoke in opposition to the proposed ordinance. He strenuously objected to the flag restrictions, the one minute dwell time, the restrictions concerning moving text and lack of sequencing, fines, etc. He stated this is not a safety issue; it's about aesthetics and it impacts our first amendment rights.
2. Colin Gustafson, 301 3rd Street South, works for a retail business which has 20 stores in St. Petersburg and they use electronic message boards to draw customers into their stores. Mr. Gustafson objected to the Dwell Time which is too long.

3. Mike Gulley, 542 Lewis Boulevard SE, CONA President, stated CONA supports the proposed ordinance. He thanked staff and the City for allowing CONA to be part of this process.
4. Chris Steinocher, 741 18th Avenue North, representing the St. Petersburg Area Chamber of Commerce, spoke in opposition to the proposed ordinance and asked Council to not approve the ordinance. He expressed concern with the proposed change to electronic message centers, etc. and stated the City will be perceived as not being business friendly.
5. Tee Lassiter, 963 27th Avenue South, expressed concern with the proposed ordinance and stated human signs represent jobs which are needed.
6. Kurt Donley, 7036 Central Avenue, expressed concern with the proposed changes made to the ordinance since first reading and first public hearing. Stated he prefers the original ordinance without the amendments.
7. Winnie Foster, 311 57th Avenue South, representing Sojourner Truth Center, commented on the historic sign on the Atwater's Cafeteria building and other historic signs on 16 Street South. She would like to put up a historic sign on the building she leases to reflect the Swain Medical Practice. She asked for additional information and requirements concerning historic signs.
8. Mark Scribano, 1401 4th Street North, representing Northeast Animal Hospital, spoke concerning electronic message centers. Stated he went through proper channels to install his sign and six months later received citation warnings because his sign cannot change more often than once every six seconds and images are not allowed. He stated the City needs to better educate the business community concerning signs.
9. Amir Lashgari, 110 27th Avenue NE, expressed concern with existing signs, human signs, and the brightness of the animal hospital sign on 4th Street North at night, etc.

Following Council discussion, Councilmember Gerdes moved with the second of Councilmember Danner that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend the page 2, paragraph C, concerning freestanding on-premise sign that is nonconforming to reflect an abandoned time frame of 12 consecutive months rather than the current 6 months.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None. Councilmember Kennedy moved with the second of Councilmember Newton that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 52-H, entitled:

PROPOSED ORDINANCE NO. 52-H

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE REGARDING ABANDONED SIGNS; AMENDING REGULATIONS REGARDING NONCONFORMING SIGNS; CREATING A SECTION REGULATING SIGNS OF HISTORIC SIGNIFICANCE; AMENDING CERTAIN REGULATIONS FOR DIGITAL OR ELECTRONIC MESSAGE CENTERS, FLAGS AND LARGE FACILITY SIGNS; AMENDING AN EXEMPTION PROVIDING FOR FREE SPEECH SIGNS BOTH HELD AND WORN BY A PERSON; CREATING A DEFINITION FOR HUMAN SIGNS, CREATING AN EXEMPTION FOR HUMAN SIGNS, AND ESTABLISHING REGULATIONS FOR SUCH SIGNS; DELETING THE PROHIBITION AGAINST THREE-DIMENSIONAL OBJECTS USED AS SIGNS; CREATING NEW REGULATIONS FOR THREE-DIMENSIONAL EXTENSIONS FOR OFF-PREMISES SIGNS AND ON-PREMISES SIGNS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second reading and second public hearing as amended to include the increase in abandoned time frame from 6 to 12 consecutive months as stated in the prior motion.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend page 3, paragraph B, to read as follows: "Nonconforming signs may be maintained or repaired. However, if a nonconforming sign is relocated or replaced, repaired or structurally altered by more than 25 percent of the replacement cost of the existing sign, the sign shall be made to conform to this sign code." and delete the last sentence.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Danner. Gerdes. Kennedy. Nays. Newton. Absent. None. Councilmember Danner moved with the second of Councilmember Nurse that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend the proposed Ordinance by deleting, under Nonconforming Signs, paragraph "D"(No variances to this subsection may be granted and the POD shall not accept any application therefore.) on page 3.

Roll call. Ayes. Dudley. Curran. Nurse. Danner. Kennedy. Nays. Kornell. Newton. Gerdes. Absent. None. Councilmember Gerdes moved with the second of Councilmember Dudley that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend page 8, paragraph 4, to reflect a Dwell Time of 15 seconds.

Roll call. Ayes. Gerdes. Nays. Dudley. Curran. Kornell. Nurse. Newton. Danner. Kennedy. Absent. None. (Motion failed.) Councilmember Gerdes moved with the second of Councilmember Dudley that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council delete paragraph 5(a) Consecutive Images and Messages on page 8.

Roll call. Ayes. Dudley. Nurse. Gerdes. Nays. Curran. Kornell. Newton. Danner. Kennedy. Absent. None. (Motion failed.) Councilmember Newton moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council adopt proposed Ordinance 52-H as amended.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following substitute resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council defer Executive Action on proposed Ordinance 52-H to the December 6, 2012 Council meeting.

Roll call. Ayes. Nurse. Kennedy. Nays. Dudley. Curran. Kornell. Newton. Danner. Gerdes. Absent. None. (Motion failed.) Councilmember Danner moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend page 8, paragraph 4, to reflect a Dwell Time of 5 minutes.

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Roll call. Ayes. Kornell. Danner. Kennedy. Nays. Dudley. Curran. Nurse. Newton. Gerdes. Absent. None. (Motion failed.) Roll call on the motion to adopt proposed Ordinance 52-H as amended. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Kennedy. Nays. Gerdes. Absent. None. Councilmember Danner moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council request staff review ways of addressing, in future sign ordinance amendments, 1) the side yard setback issue regarding nonconforming signs, 2) signs on the side of buildings in residential areas and 3) words on murals and that Council refer this review to the Public Services & Infrastructure Committee.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None. Councilmember Kennedy moved with the second of Councilmember Newton that the following resolution be adopted:

12-507 Requesting staff review Ordinance 52-H and provide a report, in January 2014, to the Public Services & Infrastructure Committee.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

In connection with a report item concerning a Transportation Impact Fee (TIF) External Auditors Report, Ms. Laura Brock with Mayer Hoffman McCann. P.C. reviewed the Agreed-upon Procedures for their review related to the TIF for the period from January 1, 2004 to December 31, 2011 and reported the following findings based on a sample of 100 projects: 1) one item in the sample was calculated incorrectly where the TIF was undercharged by \$515, 2) one item in the sample where a Certificate of Occupancy has not been issued and where the TIF was correctly calculated at \$419 and 3) noted three items where the hard copy permit applications, from 2005-2006, were not located, but we were able to review permit application information in the City's NaviLine System. Ms. Brock also reported on their overview as to the timeline, methodology and expectations established in regard to the City Internal investigations dated January 14 and June 4, 2009 which found that everything was done correctly and that the City is following best practices. Councilmember Danner moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council request Administration draft a letter indicating that based on the findings of the three audits procedures were changed and it was determined that no wrong doing was found by any current City employee.

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City Attorney Wolfe expressed concern with a potential conflict in the City Charter and the above-mentioned motion. Councilmember Danner moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the Transportation Impact Fee (TIF) External Auditors Report presented by Ms. Laura Brock.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None. City Attorney Wolfe concluded his review of the City Charter and determined there was no conflict with the Charter. Roll call on the motion to have Administration draft a letter. Ayes. Dudley. Danner. Kennedy. Nays. Curran. Kennedy. Nurse. Newton. Gerdes. (Motion failed.)

The meeting was recessed at 1:48 p.m.

The meeting was reconvened at 2:26 with all members present.

Chair Curran announced that today's Joint Budget, Finance & Taxation and Youth Services Committee meeting, to follow at the conclusion of the City Council meeting, has been canceled and will be rescheduled.

In connection with a Police Quarterly Report, Police Chief Chuck Harmon thanked Council and the community for their support and participation in the October 13, 2012 unveiling of the Police monument dedicated to the City's fallen officers which took place at Demens Landing. The Chief provided Council with an oral report and provided them with a copy of the September UCR Report which shows that violent crime is down 4.9%. Major Sharon Carron provided an update on homeless issues, stated that additional training is being conducted with staff concerning City ordinances (solicitation, sleeping in the right-of-way, etc.) and commented on shelters in the downtown area and turnover in Williams Park. Major Carron stated Police Walking Beats have been re-established. Chief Harmon requested Council's support in revisiting the Bar Ordinance at the November 8 Public Services & Infrastructure Committee meeting to share additional data with Council.

In connection with a Legal item concerning Executive Action on Foreclosure Registry Ordinance 48-H, the Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. Barbara Heck, 106 Giralda Boulevard NE, spoke in support of the proposed ordinance and asked Council to approve the ordinance which will help the banks maintain the properties and improve neighborhoods.

2. Aaron Dietrich, 2001 4th Avenue North, spoke in support of the proposed ordinance and made a PowerPoint presentation of properties in violation of various City ordinances – overgrowth, junk/trash/debris, vacant and open structures, etc. (Provide the Clerk with a CD copy of his presentation.)
3. Brian Shuford, 45010 Ulmerton Road, representing Pinellas Realtor Organization, spoke in opposition to the proposed ordinance and suggested the City inspect every foreclosed property in the City.
4. Tom Darnell, 6767 N. Wickham Road #400, Melbourne, FL, representing vacantregistry.com stated he is available to answer questions and provided historical data. He spoke in support of the proposed ordinance.
5. Kurt Donley, 2036 Central Avenue, stated that 94% of the respondents to the People’s Budget Review Committee survey were in support of the Foreclosure Registry. Stated he inventoried all listed foreclosed properties in his zip code (33712) and was able to enter 20 of the 76 structures which had code violations easily seen from the street; 11 of the structures had people living in them. He stated that approving the ordinance is the responsible thing to do.
6. Kevin Batdorf, 1801 Nevada Avenue NE, stated he sent Council a letter and spoke in opposition to the proposed ordinance. He stated that mortgagebankers.org has a foreclosure registry which lists every bank owned property or filing of a lis pendens. The contact information for the responsible party is readily available.
7. Niel Allen, 1181 Cordova Boulevard NE, representing the Pinellas Realty Organization, stated they are not opposed to a registry in general, but are opposed to this version. He stated that most of the properties in disrepair have a lis pendens filed, a tenant/owner is no longer living on the property and the bank has yet to take possession through a foreclosure deed. He suggested Council follow Tampa’s registry guidelines.
8. Mike Gulley, 542 Lewis Boulevard SE, CONA President, stated that CONA supports the foreclosure registry.
9. Winnie Foster, 311 57th Avenue South, spoke in support of the proposed ordinance.

Codes Operations Manager David Dickerson showed Council a City-wide map with all known foreclosures identified, commented on the City’s current process and on Hillsborough County’s process. City Development Senior Administrator Richard Mussett provided additional information. Councilmember Kennedy moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg,
Florida, that proposed Ordinance 48-H, entitled:

PROPOSED ORDINANCE NO. 48-H

AN ORDINANCE RELATING TO THE CREATION OF A FORECLOSURE REGISTRY; PROVIDING FOR REGISTRATION FOR ALL PROPERTIES IN FORECLOSURE; PROVIDING MAINTENANCE AND SECURITY REQUIREMENTS FOR ALL PROPERTIES IN FORECLOSURE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted following reconsideration and Executive Action as amended.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend Section 8-146 (a) to add language to reflect that a lis pendens or foreclosure is “actively pending.”

Roll call. Ayes. Dudley. Kornell. Nurse. Newton. Gerdes. Kennedy. Nays. Curran. Danner. Absent. None. Councilmember Nurse moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that debate on this issue be closed and the question be called.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None. Roll call on the motion to approve Ordinance 48-H as amended. Ayes. Dudley. Kornell. Nurse. Newton. Gerdes. Kennedy. Nays. Curran. Danner. Absent. None. Councilmember Newton moved with the second of Councilmember Nurse that the following resolution be adopted:

12-508 Providing that the annual registration fee for registration of properties in foreclosure in accordance with Ordinance 48-H shall be \$125.00.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend the annual registration fee to \$100.00.

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Roll call. Ayes. Dudley. Kornell. Gerdes. Kennedy. Nays. Curran. Nurse. Newton. Danner. Absent. None. (Motion failed.) Roll call on Resolution 1012-508. Ayes. Dudley. Kornell. Nurse. Newton. Gerdes. Kennedy. Nays. Curran. Danner. Absent. None.

In connection with a report item concerning a City Council Voting Module for simultaneous voting, Chief Information Officer Muslim Gadiwalla made a presentation. Councilmember Danner moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the purchase of a Voting Module from Option Technologies Interactive.

Roll call. Ayes. Dudley. Newton. Danner. Gerdes. Nays. Curran. Kornell. Nurse. Kennedy. Absent. None. (Motion failed.)

In connection with an Arts Funding Committee report, Chair Curran provided historical background information on the Committee which was established on April 8, 2010 and sunset on October 15, 2012. Arts Alliance Executive Director John Collins made a presentation and stated they received their Articles of Incorporation from the State, are awaiting confirmation of nonprofit status, have begun presenting to perspective donors for support, etc. Councilmember Nurse moved with the second of Councilmember Danner that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the October 11, 2012 Arts Funding Committee report presented by Chair Curran.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

The Clerk read the title of proposed Ordinance 56-H and Acting Budget Director Denise Labrie made a presentation. Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Monday, November 19, 2012, at 6:00 p.m., or as soon thereafter as the same may be heard, be set as the time for the public hearing on proposed Ordinance 56-H, entitled:

11/1/12

PROPOSED ORDINANCE NO. 56-H

AN ORDINANCE APPROVING FINAL YEAR-END ADJUSTMENTS TO THE CITY OF ST. PETERSBURG OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; APPROVING THE FINAL AMENDED BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012 BY INCORPORATING INTO THE AFOREMENTIONED FINAL AMENDED BUDGET ALL ADJUSTMENTS AND APPROPRIATIONS CONTAINED IN THIS ORDINANCE AND ALL ADJUSTMENTS AND APPROPRIATIONS PREVIOUSLY MADE BY RESOLUTION FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; APPROVING YEAR-END COMMITMENTS, ASSIGNMENTS, AND APPROPRIATIONS FROM THE GENERAL FUND BALANCE AS OF SEPTEMBER 30, 2012 FOR INCLUSION IN THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013; AND, PROVIDING AN EFFECTIVE DATE.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

In connection with a Legal item, City Attorney John Wolfe made a presentation. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

12-509 Confirming the appointment and retention of the Penton Law Firm, Trenam Kemker, and Ventura, Ribeiro & Smith as Special Legal Counsel to the City to perform legal services related to the recovery of loss of revenue and other damages related to the April 20, 2010, Deepwater Horizon explosion in the Gulf of Mexico and authorizing payment for such services.

Roll call. Ayes. Dudley. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. None.

In connection with a Legal item, City Attorney John Wolfe made a presentation. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

12-510 Confirming the appointment of Michael Dema as an Assistant City Attorney.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with an oral report item concerning the Tourist Development Council, Councilmember Danner moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the Tourist Development Council oral report presented by Chair Curran.

Roll call. Ayes. Dudley. Curran. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell. Nurse.

In connection with an oral report item concerning the Tampa Bay Regional Planning Council, Councilmember Newton moved with the second of Councilmember Danner that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the Tampa Bay Regional Planning Council oral report presented by Vice Chair Newton.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Nays. None. Absent. Kornell. Kennedy.

In connection with a report item, Recreation & Programming Superintendent Michael Jefferis made a presentation. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

12-511 Resolution setting 10:00 p.m. as the latest time (“cutoff time”) for co-sponsored events to be held in Vinoy Park on or after January 2, 2013; and amending City Council Resolution No. 2012-441 to reflect the new cutoff time for approvals for events scheduled after January 2, 2013 in Vinoy Park.

Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that debate on this issue be closed and the question be called.

Roll call. Ayes. Dudley. Curran. Nurse. Danner. Kennedy. Nays. Newton. Gerdes. Absent. Kornell. Roll call on Resolution 2012-511. Ayes. Dudley. Curran. Nurse. Danner. Gerdes. Kennedy. Nays. Newton. Absent. Kornell.

In connection with an oral report concerning the International Relations Committee, Councilmember Kennedy commented on a Kids Bonsai Cultural Exchange between a 5th grade class from Perkins Elementary and a 6th grade class from Kinashi Elementary School in Takamatsu Japan. Arts & International Relations Manager Elizabeth Brincklow made a brief PowerPoint presentation and thanked Perkins staff among others for their assistance and support. Councilmember Kennedy moved with the second of Councilmember Dudley that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the International Relations Committee oral report presented by Councilmember Kennedy.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with an oral transportation report item, Councilmember Danner moved with the second of Councilmember Kennedy that the following resolution be adopted:

12-512 Recommending the appointment of Robert Thompson to the Metropolitan Planning Organization (MPO) Citizen Advisory Board.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell. Councilmember Danner moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council send a letter to Governor Scott supporting the reappointment of Ronnie Duncan, who is currently the Board Executive Committee Chairman, to the Tampa Bay Area Regional Transportation Authority (TBARTA)

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell. Councilmember Danner moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the oral update on the Pinellas Suncoast Transit Authority (PSTA), the Metropolitan Planning Organization (MPO) and the Tampa Bay Area Regional Transportation Authority (TBARTA) presented by Councilmember Danner.

11/1/12

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with a new business item, Councilmember Danner moved with the second of Councilmember Gerdes that the following resolution be adopted:

12-513 Supporting the legislation proposed by the West Central Florida Metropolitan Planning Organizations Chairs Coordinating Committee to amend Section 212.055 of the Florida Statutes for the purpose of enabling large municipalities to place a referendum on the ballot to levy a discretionary sales surtax for transportation.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with a new business item, Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

12-514 A resolution of the City Council of the City of St. Petersburg, Florida urging the Florida Legislature to repeal the State's preemption of local smokefree air and other tobacco-related laws, and restore the right of local governments to enact and enforce smokefree air and other tobacco-related laws.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with a new business item, Councilmember Danner moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council refer a discussion concerning the installation of a plaque, in the memory of long-time Marina employee Ron Williams, to the Public Service & Infrastructure Committee.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with a Youth Services Committee report, Councilmember Dudley moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the October 18, 2012 Youth Services Committee report presented by Councilmember Dudley.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with a Budget, Finance & Taxation Committee report, Councilmember Kennedy moved with the second of Councilmember Dudley that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the October 25, 2012 Budget, Finance & Taxation Committee report presented by Councilmember Kennedy.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with a Public Services & Infrastructure Committee report, Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

12-515 Approving the policies and procedures set forth in Exhibit "A" attached hereto, ("Policies and Procedures"), establishing a Special Assessment Lien Modification Program that authorizes the Mayor or his designee to take the actions set forth therein on requests for relief from special assessment liens pursuant to the Policies and Procedures; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution and the Policies and Procedures.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell. Councilmember Dudley moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the October 25, 2012 Public Services & Infrastructure Committee report presented by Councilmember Dudley.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

In connection with a Housing Services Committee report, Councilmember Danner moved with the second of Councilmember Newton that the following resolution be adopted:

11/1/12

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the October 25, 2012 Housing Services Committee report presented by Chair Curran.

Roll call. Ayes. Dudley. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Kornell.

There being no further business, the meeting was adjourned at 7:16 p.m.

Leslie Curran, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Eva Andujar, City Clerk

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL

THURSDAY, NOVEMBER 8, 2012, AT 3:04 P.M.

Chair Leslie Curran called the meeting to order with the following members present: Charles Gerdes, James Kennedy, William Dudley, Steve Kornell, Karl Nurse, Wengay Newton and Jeff Danner. Absent: None. Mayor Bill Foster, City Administrator Tish Elston, City Attorney John Wolfe, Chief Assistant City Attorney Mark Winn, Fire Chief James Large and Deputy City Clerk Amelia Preston were also in attendance.

Councilmember Dudley moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda as submitted.

Roll call. Ayes. Dudley. Curran. Kornell. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Nurse.

In connection with a presentation honoring the Tampa Bay Rowdies as Champions of the 2012 North American Soccer League, Mayor Foster read a proclamation recognizing Coach Ricky Hill who earned the 2012 NASL Coach of the Year Award; team members included: the goalkeeper Jeff Attinella, defender Takuya Yamada and midfielder/forward Luke Mulholland; and two players earned NASL Player of the Month, Tsuyoshi Yoshitake for June and Jeff Attinella for October. Council Member Nurse was reported present at 3:13 p.m. Mayor proclaimed November 8, 2012 as Tampa Bay Rowdies Day and asked all residents to join in thanking this team for being a partner in our great community and congratulated them on an amazing victory. Coach Hill thanked everyone for the recognition and Mayor Foster presented him with a Hometown Heroes Exhibit. Council Members joined the Mayor in thanking them also.

In connection of the real North Straub Santa, Park and Recreations Director Sherry McBee introduced Tom Carney, the face of Santa in Straub Park for the past 16 years who introduced his wife Mary. Mayor Foster presented him with a Token of Thanks and shared that it takes a very special person to volunteer his time. Mr. Carney stated he became Santa 50 year ago and revealed that being Santa has been easy, but City Staff had the hard job.

In connection with a presentation recognizing the Firefighter, Fire Officer, Bert Smith EMT & Paramedic of the Year, Chief James Large commented that on Friday, November 2, 2012 they had the St. Petersburg Fire & Rescue First Annual Awards Banquet and introduced Lt. Richard Ganci, Fire Officer of the Year; Alan Jones Paramedic of the Year; James Metevia, Firefighter EMT of the Year and William Westlund, Firefighter of the Year. Chief Large thanked Council and Mayor for their continued support and announced their recently accreditation renewal.

11/8/12

In connection with the Mayor's Neighborhood of the Year Award Recognition Program, Mayor Foster introduced Ms. PJ Ostberg, Vice President, SunTrust Bank, who stated the award would be \$5,000 for both the Neighborhood Association and Youth Organization. It was shared that Jungle Terrace, Allendale Crime Watch, Rivera Bay and Palmetto Park were all considered; however, Allendale Crime Watch and Roberts Youth Organization were selected as the recipients. Allendale Crime Watch put together an Emergency Disaster Plan that took them a year and half to write by getting materials from every County and selecting what they could use. They have 18 Block Captains and everyone has been assigned and the information that was put together was outstanding. Ms. Ostberg complimented all of the winners this year and congratulated them. Councilmember Kennedy thanked SunTrust Bank and inquired if there was going to be a plaque which showed the winners throughout the year.

In connection with a presentation, Mayor Foster presented a proclamation to Ester Venouziou, Mo Venouziou, Thompson Kellett, and Billie Jo Grassinger Bell recognizing November 17, 2012 at Shopapalooza Day in the City of St. Petersburg.

In connection with a presentation, Mayor Foster presented a proclamation recognizing November as Entrepreneurship Month to Dr. William Jackson, Director, Daniel James Scott, Associate Director, and John Morrow, Entrepreneur In-Residence all from Sustainable Entrepreneurship & Innovation Alliance at USF St. Petersburg College of Business.

In connection with a presentation, Mayor Foster presented a proclamation to Gary Lipsey, a volunteer with the Pancreatic Cancer Action Network, recognizing November as Pancreatic Cancer Awareness Month.

In connection with a presentation, Mayor Foster presented a proclamation to Chairman Jerry Powers congratulating the Baypop Magazine on their one (1) year anniversary. Mr. Powers shared that he received an invitation from Mr. Bill Edwards to visit the City of St. Petersburg and they have since moved their corporate headquarters here. Mr. Powers introduced members of his team from the magazine, stated there were four issues in 2012 and expressed thanks to Mayor, Council and Mr. Edwards and asked them to keep their eyes on the arts.

There being no further business, the meeting was adjourned at 5:21 p.m.

Leslie Curran, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Amelia Preston, Deputy City Clerk

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL

THURSDAY, NOVEMBER 19, 2012, AT 3:04 P.M.

Chair Leslie Curran called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Steven Kornell, Karl Nurse, Wengay M. Newton, Sr. and Jeff Danner. Absent: William H. Dudley. Mayor Bill Foster, City Administrator Tish Elston, City Attorney John Wolfe, Chief Assistant City Attorney Mark Winn, Assistant City Attorneys Richard Badgley and Jeannine Williams, City Clerk Eva Andujar and Deputy City Clerk Amelia Preston were also in attendance.

Concerning Councilmember Newton's late addition of a new business item (F-3) to the agenda requesting City Council rescind the contract between the City and American Traffic Solutions, Inc. (ATS), Councilmember Newton stated his new business item was prompted by the installation of a new red light camera on the north side of 1st Avenue South and 34th Street (by the gas station). Councilmember Kennedy requested this new business item be voted on separately from the Adds/Deletes. Mayor Foster confirmed that the installation of new red light cameras has been put on hold, no new red light cameras have been installed nor will they be installed pending a report to Council per your direction.

Councilmember Danner moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda as amended:

- REVISE CB-12 Resolution initiating the partial vacation of 2nd Avenue South and 5th Street South contiguous to the YMCA property for the purpose of providing dedicated parking to improve the feasibility of the restoration of the YMCA building. *[Revised Resolution - To be voted on separately from Consent]*

- DELETE CB-16 Authorizing the Mayor or his designee to accept an estoppel affidavit and a deed in lieu of foreclosure from New Millennial, LLC, for the property located at 2937 3rd Avenue South, St. Petersburg, Florida ("Property"); with the City to pay estimated delinquent taxes in the amount of \$6,500; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

- MOVE CB-18 Authorizing the Mayor or his designee to negotiate an Architectural/Engineering Professional Services Agreement between the City of St. Petersburg and Harvard Jolly, Inc. for architectural/engineering services related to the new Police Department Headquarters Phase 1 project. (Engineering Project No.11234-018, Oracle No.12847) *[Moved to Reports as E-5]*
- DELETE E-2 Tampa Bay Regional Planning Council. (Vice-Chair Newton) (Oral)
- ADD E-6 Manhattan Casino Revised Lease.
- ADD F-2 Requesting Council support a Resolution to support a Traffic Signal at the Eckerd College Entrance. (Councilmember Kornell)
- INFO G-2 Budget, Finance & Taxation Committee. (11/8/12)
(a) Ordinance amending the St. Petersburg City Code by amending Chapter 2, Article V by adding Division 5 to create a local hiring program.
- INFO G-3 Public Services & Infrastructure Committee. (11/8/12)
(a) Ordinance of the City of St. Petersburg amending the City Code to create new sections regulating the closing hours for alcoholic beverage establishments; requiring extended hours permits for alcoholic beverage establishments serving alcohol after midnight; providing for suspension and revocation of permits; providing for appeals; establishing fees; and establishing and amending definitions.
- REVISE I-4 Approving a Substantial Amendment to the City's FY 2010-2011 Annual Action Plan ("Amendment") to expand the Areas of Greatest Need of the Neighborhood Stabilization Program-3 ("NSP-3") in which NSP-3 investment may be targeted to include the Melrose Mercy Neighborhood; to Decrease Activity "B", Acquisition, Rehabilitation, and Sale or Rental of Foreclosed Properties (50% of Area Median Income ("AMI") and Below) by \$463,642 and Reallocate those funds to Activity "E", Redevelop Demolished or Vacant Properties as Housing (50% AMI and Below); to Decrease Activity "B", Acquisition, Rehabilitation, and Sale or Rental of Foreclosed Properties (51%-120% of AMI) by \$340,000 and reallocate those funds to Activity "D", Demolition of Vacant or Foreclosed Properties, to make available a total of \$370,000 for Activity "D"; and authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development and to execute all documents necessary to implement the Amendment.

REVISE I-5 Ordinance 56-H approving final year-end adjustments to the City of St. Petersburg Operating and Capital Improvement Budgets for the Fiscal Year ending September 30, 2012; approving the final amended Budget for the Fiscal Year ending September 30, 2012 by incorporating into the aforementioned final amended Budget all adjustments and appropriations contained in this Ordinance and all adjustments and appropriations previously made by Resolution for the Fiscal Year ending September 30, 2012; and approving year-end commitments, assignments, and appropriations from the General Fund Balance as of September 30, 2012 for inclusion in the Budget for the Fiscal Year ending September 30, 2013.

Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council add Vice Chair Newton's New Business Item requesting rescission of the contract with American Traffic Solutions, Inc. (ATS) for the installation, operation and maintenance of an Intersection Public Safety Program (Red Light Camera Program) to the agenda.

Roll call. Ayes. Curran. Nurse. Newton. Nays. Kornell. Danner. Gerdes. Kennedy. Absent. Dudley.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. John Schoepp, 1330 41st Avenue NE, spoke in opposition to the \$2 fee for online and telephone convenience fees. He commented on the late notice for the fee and that no provision has been made for payment by debit card.
2. David McKalip, 431 Southwest Boulevard North, spoke concerning FAST and referred Council to his blog. He stated FAST has denied they are a political entity, but they are. FAST is not a democratic process, it's a top down organization.
3. Don Eastman, Eckerd College President, spoke concerning the need for a traffic light at the College. He stated that a Life Long Learning Program participant, Bob Shepherd, was killed 12 days ago exiting their campus. Over the last ten years Eckerd College has requested a traffic light and in 2009 the City supported their request. Mr. Eastman requested Council's support for the installation of a traffic signal at the entrance to the College and numerous ASPEC (Academy of Senior Professionals at Eckerd College) members were present to support their request.

Councilmember Kornell moved with the second of Councilmember Newton that the following resolution be adopted:

- 12-516 A resolution of the City Council of the City of St. Petersburg supporting the installation of a traffic signal at the intersection of the Pinellas Bayway and the entrance to Eckerd College.

Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. (This addressed Councilmember Nurse's new business item.)

4. Steve Cona, 2008 North Hime Avenue, Tampa, representing 2000 construction companies, 70 located in Pinellas County, strongly opposed the proposed local hiring ordinance.
5. Bill Jordan, 1107 N DeLeon, spoke in opposition to the proposed local hiring ordinance. He expressed concern with a mandated ratio which will increase compliance costs. He stated we need more growth, trained workforce, etc.
6. Tee Lassiter, 963 27th Avenue South, she suggested a Campbell Park Neighborhood Family Center to address neighborhood concerns and expressed concern with the shooting at Citrus Heights. She is working with area churches and asked for Council's support in making the Family Center a reality.

Mayor Foster stated the City was working with Dr. John Stewart, Superintendent, and the Pinellas County School System to put a program in place to help address before, after and during school suspensions. Dr. Stewart's retirement was premature, the City issued an RFP, but the School system is no longer interested in this project. Any entity or nonprofit can respond to the RFP and the City will work with them to make this project work. Councilmember Newton request Council receive updates on this issue.

7. William Ballard, 1255 Brightwaters Boulevard NE, stated the Waterfront Master Plan got off to a good start and the Pier is an element of our Waterfront Master Plan which must be completed by July 2015. He stated a Pier vote can take place as late as a year from now and suggested a referendum be scheduled after the Final Basis of Design is presented. He stated that on December 6, 2012 Council may choose to terminate the Pier project, if not, a referendum may determine if the residents agree with the City's position.
8. Ann Drake McMullen, 333 3rd Avenue North, representing the St. Petersburg Area Chamber of Commerce, spoke concerning the proposed local hiring ordinance and the unacceptable high unemployment rate in the City. She stated this proposed ordinance is a tool and suggested Council work with the business community on this issue.

9. Manual Sykes, 2901 34th Avenue South, representing FAST, NAACP and Bethel Community Baptist Church, spoke in support of the proposed local hiring ordinance. He stated it is their position that the proposed hiring ordinance offers the City and County the best chance, using City funds, to reduce unemployment. We are also working with Dr. Law with St. Petersburg College concerning the Learn to Earn Program which qualifies people for local jobs.
10. Jason Spears, 445 34th Avenue NE, representing local contractors, spoke in opposition to the proposed local hiring ordinance. Their business requires extensive travel outside Pinellas County and our dollars come back to St. Petersburg. He stated the issue is a lack of opportunities locally and the proposed ordinance isolates us further reducing opportunities.
11. Bob Dudley, St. Petersburg, representing FAST, spoke in support of the proposed local hiring ordinance and stated increased construction costs has not been an issue for other communities.

Chair Curran announced that Consent Item CB-16 has been deleted from the Consent Agenda. Councilmember Nurse moved with the second of Councilmember Danner that the following resolutions be adopted:

Lift Station 85 Albert Whitted Master 30" Force Main, Part B Project:

- 12-517 Awarding a contract to Kamminga & Roodvoets, Inc. in the amount of \$4,921,021 for the construction of Lift Station 85 Albert Whitted Master 30" Force Main, Part B Project (Engineering Project No. 12013-211; Oracle No. 13975); and approving a transfer in the amount of \$5,762,000 from the unappropriated balance of the Water Resources Operating Fund (4001) to the Water Resources Capital Projects Fund (4003).
- 12-518 Authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 08-20-MC/W to the agreement between the City of St. Petersburg and McKim & Creed, P.A. in the amount of \$59,740 for professional consulting phase services for the Lift Station 85 Albert Whitted Master 30" Force Main - Part B. (Engineering Project No. 12013-211, Oracle No.13975)
- 12-519 Renewing blanket purchase agreements with Odyssey Manufacturing Co; Allied Universal Corp; and Carmeuse Lime & Stone, Inc. for water and wastewater chemicals for the Water Resources and Parks and Recreation departments at an estimated annual cost of \$1,285,980.

- 12-520 Awarding a contract to Spectrum Contracting, Inc. in the amount of \$1,126,516.40 for the construction of the Northwest Water Reclamation Facility (NWWRF) North Chlorine Contact Basins Improvements FY11 Project (Engineering Project Number 11066-111; Oracle Number 12975); rescinding unencumbered appropriations from the following projects in the Water Resources Capital Project Fund (4003): \$250,000 from the WRF NW Disinfection Basin Improvements FY12 Project (13385) and \$400,000 from the WRF NW Aeration Basin Structural Repairs FY12 Project (13386); appropriating \$1,142,000 from the unappropriated balance of the Water Resources Capital Project Fund (4003), resulting partially from these rescissions, to the WRF NW Chlorine Contact Basin Improvements FY11 Project (12975).
- 12-521 Awarding a Contract to New Vista Builders Group, LLC. In the amount of \$604,100 for the Jamestown Apartments Renovations, Phase 1 Project (13398) (Engineering Project No. 11237-019, Oracle No. 13398).
- 12-522 Approving a five year agreement with Environmental Products of Florida, a sole source supplier, for a maintenance and repair agreement for six Vactor 2100 Series vehicles for the Fleet Management Department at a cost of \$360,000.
- 12-523 Renewing a blanket purchase agreement with Xerox Corporation for the lease and maintenance of copiers at an estimated annual amount of \$340,000.
- 12-524 Renewing a blanket purchase agreement with Neptune Technology Group, Inc., a sole source supplier, for water meters for the Water Resources Department at an estimated annual cost of \$320,000.
- 12-525 Awarding a two-year blanket purchase agreement to Enviro Painting, Inc. for Painting and Coating Aerial Crossings at an estimated cost of \$218,939.50.
- 12-526 Renewing a blanket purchase agreement with Boley Centers, Inc. for management services for the Summer Youth Intern Program (SYIP) for the Community Services Department at an estimated annual cost of \$250,000.
- 12-527 Renewing a blanket purchase agreement with Life Extension Clinics Inc. for medical exams and testing for the Police and Fire Departments at an estimated annual cost of \$175,000.
- 12-528 Awarding a contract to Electrical Engineering Enterprises, Inc. in the amount of \$164,976 for the N.E. Master Lift Station Transfer Switch Replacement project. (Oracle Nos. 12960 and 12958)
- 12-529 Awarding a one-year blanket purchase agreement to Hach Company, a sole source supplier, for laboratory supplies, equipment repair and chemicals for the Water Resources Department at an estimated annual cost of \$150,000.

- 12-530 Authorizing the Mayor or his designee to convey the surplus, unimproved City-owned property located at 1774 12th Avenue South, St. Petersburg, to Community Partners In Revitalization, Inc., for \$1.00, plus all closing costs.
- 12-531 Authorizing the Mayor or his designee to execute two (2) License Agreements with TFTSP (The First Tee) Youth Golf Council St. Petersburg, Inc., a Florida not-for-profit corporation, for use of ± 268 sq. ft. of office/storage space within the Mangrove Bay Golf Course Club House located at 875 62nd Avenue Northeast, St. Petersburg, for a period of three (3) years, at an aggregate rent of \$36.00 and for use of ± 64 sq. ft. of storage space within the Twin Brooks Golf Course Club House located at 3800 22nd Avenue South, St. Petersburg, for a period of three (3) years, at an aggregate rent of \$36.00; to waive the reserve for replacement requirement. (*Requires an affirmative vote of at least six (6) members of City Council.*)
- 12-532 Authorizing the Mayor or his designee to execute a five (5) year License Agreement with Pam Piper for an annual fee of \$50.00 to fence a minor portion of a City-owned property located in Safety Harbor for the City's 36-Inch water transmission main.
- 12-533 Authorizing the Mayor or his designee to accept \$20,000 from the Pinellas County Health Department for the installation costs of the Azalea Fitness Zone and to execute all documents necessary to effectuate this transaction; and authorizing a supplemental appropriation in the amount \$20,000 from the increase in the unappropriated balance of the General CIP Fund (3001), resulting from these additional revenues, to the Play Equipment Replacement FY 12 Project (13252).
- 12-534 Amending City Council Resolution No. 2011-329, as amended, to change the proposed funding source of the City's loan to Urban Edge Apartments, Ltd. from the HOME Investment Partnership Program ("HOME") Fund (1113) to the Community Housing Donation Fund ("CHDF") (1117); rescinding an unencumbered appropriation in the amount of \$120,000 in the HOME Fund (1113) for the Urban Edge Senior Apartments Project (13550); approving supplemental appropriations from the increase in the HOME Fund (1113) resulting from the above rescission, in the amount of \$100,000 to the HOME Purchase Assistance FY 10/11 Project (12820) and \$20,000 to the HOME Rehabilitation FY10/11 Project (12817); approving a supplemental appropriation in the amount of \$120,000 from the unappropriated fund balance in the CHDF Fund (1117) to the Urban Edge Senior Apartments Project (13550); providing that all other provisions of Resolution No. 2010-329, as amended, not amended herein shall remain in full force and effect; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

- 12-535 Authorizing the Mayor or his designee to accept Assistance Funding (“Order”) from the Florida Fish and Wildlife Conservation Commission (“FFWCC”) Gopher Tortoise Habitat Management Program for a Gopher Tortoise habitat management plan at Boyd Hill Nature Preserve at a maximum reimbursement amount of \$14,553; and to execute all other documents necessary to effectuate the Order; approving a supplemental appropriation in the amount of \$14,553 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Boyd Hill Nature Trail (1902389) Gopher Tortoise Habitat Management Project (TBD).
- 12-536 Authorizing the Mayor or his designee to accept a Land and Water Conservation Fund Grant (“Grant”) from the U.S. Department of the Interior, National Parks Service, through the Florida Department of Environmental Protection (“Department”) for the Lake Maggiore Park Improvements Project at a maximum reimbursement amount of \$200,000; to execute a Land and Water Conservation Fund Grant Agreement with the Department; and to execute all other documents necessary to effectuate the Grant; approving a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to the Lake Maggiore/Boyd Hill FY08 Project (11756).
- 12-537 Authorizing the Mayor or his designee to execute an annual Master Agreement and up to three one-year renewal options between the City of St. Petersburg and Advanced Engineering & Design, Inc., AECOM Technical Services, Inc., Black & Veatch Corporation, Brown and Caldwell, Carollo Engineers, Inc., CDM Smith, CH2M Hill Engineers, Inc., George F. Young, Inc., Greeley and Hansen LLC, McKim & Creed, Inc., and URS Corporation Southern to furnish services with regard to Potable Water, Wastewater & Reclaimed Water Projects.
- 12-538 Approving a supplemental appropriation in the amount of \$36,064 from the unappropriated balance of the Law Enforcement Fund (1023), to the Police Department, Federal Justice Forfeiture (140-2858) to purchase four LASER Mapping Systems for the Police Department's Traffic Enforcement Section; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.
- 12-539 Approving the minutes of the City Council meetings held August 2, August 9 and August 16, 2012.

Councilmember Gerdes disclosed that the highest bidder for the Lift Station 85 Albert Whitted Master 30” Force Main, Part B Project, is a client of his law firm. Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley.

In connection with Consent Item CB-12 concerning the initiation of a partial street vacation for the YMCA building, Chief Assistant City Attorney Mark Winn stated that the YMCA revised resolution clarifies that the application for vacation of the street right-of-way will be heard by the Development Review Commission before coming before City Council for final action; the application for Certificate of Appropriateness to allow demotion will be heard by the Community Preservation Commission. The resolution now clearly indicates that Council by initiating this vacation application takes no position regarding whether it should be approved or not and that Council will review the findings and recommendations of the Commission and Administration and consider the public's input before making a final determination to approve or disapprove the street vacation. Councilmember Kennedy moved with the second of Councilmember Danner that the following resolution be adopted:

12-540 Resolution initiating the partial vacation of 2nd Avenue South and 5th Street South contiguous to the YMCA property for the purpose of providing dedicated parking to improve the feasibility of the restoration of the YMCA building.

Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Kennedy. Nays. Gerdes. Absent. Dudley.

The Clerk read the title of proposed Ordinance 57-H. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Thursday, December 6, 2012, at 9:00 a.m., or as soon thereafter as the same may be heard, be set as the time for the public hearing on proposed Ordinance 57-H, entitled:

PROPOSED ORDINANCE NO. 57-H

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE BY DELETING SUBSECTIONS OF 8-4 WHICH ARE NOW CONTAINED IN THE FLORIDA BUILDING CODE; AMENDING THE DEFINITION OF 'MANMADE BODY OF WATER'; RENUMBERING AND AMENDING THE REMAINING PORTIONS OF SECTION 8-4 RELATING TO MANMADE BODIES OF WATER; PROVIDING A DEFINITION FOR INTERESTED PARTIES IN DEMOLITION MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Kennedy. Nays. None. Absent. Dudley. Gerdes.

In connection with a report item, Planning & Economic Development Director David Goodwin made a presentation. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

12-541 Resolution recommending that Project B2083044243 ("Project"), a confidential project pursuant to Section 288.075, Florida Statutes, be approved as a Qualified Target Industry Business pursuant to Section 288.106, Florida Statutes; finding that the commitments of local financial support necessary for the Project exist; and committing \$43,000 as the City's share of the local financial support for the Project under the Tax Refund Program for Qualified Target Industry Businesses.

Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley.

In connection with an oral report item, Councilmember Nurse moved with the second of Councilmember Danner that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the Tourist Development Council oral report presented by Chair Curran.

Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley.

In connection with an oral report item, Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the Tampa Bay Estuary Program oral report presented by Councilmember Kornell.

Roll call. Ayes. Curran. Kornell. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley.

In connection with a report item concerning a new Police Department Headquarters facility, Public Works Administrator Michael Connors made a PowerPoint presentation. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

12-542 Authorizing the Mayor or his designee to negotiate an Architectural/Engineering Professional Services Agreement between the City of St. Petersburg and Harvard Jolly, Inc. for architectural/engineering services related to the new Police Department Headquarters Phase 1 project. (Engineering Project No.11234-018, Oracle No.12847)

Roll call. Ayes. Curran. Kornell. Nurse. Danner. Gerdes. Kennedy. Nays. Newton. Absent. Dudley.

In connection with a report item concerning the Manhattan Casino, Property Management & Real Estate Director Bruce Grimes made a presentation and reviewed changes to the modified Lease and Development Agreement with Sylvia's Restaurant for an initial term of eight years with two five year renewal options. Mr. Newsome responded to questions from Council and provided an update on the New Market Tax Credit Program. Assistant City Attorney Richard Badgley responded to questions from Council. Councilmember Newton moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council adopt the proposed resolution approving the modified Lease and Development Agreement.

Councilmember Nurse moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council defer the Lease and Development Agreement with Sylvia's Restaurant to the end of the meeting to provide Legal sufficient time to review changes to the Agreement.

Roll call. Ayes. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Kornell.

In connection with a Youth Services Committee report, City Attorney John Wolfe provided Council with an in depth analysis, provided by Assistant City Attorney Michael Dema, on the use of forfeiture funds for a JWB Pre-K Educator Training Facility at the St. Pete College Allstate facility and concluded that use of these funds for this purpose is not recommended. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the transfer of \$85,000 from the additional General Fund Contingency approved by City Council (\$500,000) at the Final Public Hearing for the FY13 Adopted Budget to City Council (010), City Council (1001) to provide a one-time match of funds for the renovation of a building which houses the quality pre-school model at St. Petersburg College Allstate Center.

Councilmember Kennedy moved with the second of Councilmember Nurse that the following substitute resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council defer this item to follow the Manhattan Casino Revised Lease item which was moved to the end of the agenda.

Roll call. Ayes. Nurse. Gerdes. Kennedy. Nays. Curran. Newton. Danner. Absent. Dudley. Kornell. (Motion failed.) Councilmember Nurse moved with the second of Councilmember Kennedy that the following substitute resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council defer this item to the December 6, 2012 City Council meeting and that staff provide a one-time funding match using CIP funding.

Roll call. Ayes. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Curran. Kornell.

The meeting was recessed at 6:17 p.m.

The meeting was reconvened at 6:40 p.m. with the following members present: Chair Curran and Councilmembers Nurse, Newton, Danner, Gerdes and Kennedy. Absent: Councilmembers Dudley and Kornell.

In connection with a Budget, Finance & Taxation Committee report, Councilmember Nurse moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council defer consideration of the proposed local hiring ordinance to the January 10, 2013 City Council meeting to allow staff sufficient time to draft an ordinance for Council's consideration that eliminates the need for a \$150,000 study

The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. David McKalip, 431 Southwest Boulevard North, spoke in opposition to the proposed local hiring ordinance.
2. Kofi Hunt, 9100 Martin Luther King, Jr. Street North, representing AWAKE Pinellas, spoke in support of the proposed local hiring ordinance.
3. Mike Fox, 719 52nd Street North, spoke in support of the proposed local hiring ordinance, but opposes the \$150,000 study.

Assistant City Attorney Jeannine Williams indicated that the motion requires a different policy direction which would focus on geography and employment rates/income levels in certain census track areas and may still require a lesser study. Roll call on the motion to defer to January 10, 2013. Ayes. Nurse. Newton. Gerdes. Kennedy. Nays. Curran. Danner. Absent. Dudley. Kornell. Councilmember Kennedy moved with the second of Councilmember Danner that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the November 8, 2012 Budget, Finance & Taxation Committee report presented by Councilmember Kennedy.

Roll call. Ayes. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Kornell. Councilmember Kennedy moved with the second of Councilmember Danner that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the November 13, 2012 Budget, Finance & Taxation Committee report presented by Councilmember Kennedy.

Roll call. Ayes. Curran. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Kornell.

In connection with a Public Services & Infrastructure Committee report, the Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. Tee Grizzard, 1677 Connecticut Avenue NE, stated he is not affiliated with any bar downtown and is opposed to the proposed wandng of the public and providing two Police Officers if the facility has capacity of 200 individuals or more.
2. Matt Donahue, 405 Central Avenue, Suite 220, spoke in support of the proposed ordinance requiring a permit and opposes the second ordinance requiring exterior security discussed by the Committee.

3. Doug Hansel, known as "DJ Fresh," 1830 Bayou Grande Boulevard NE, representing Suite Six Lounge, spoke in support of a safer downtown district, but stated they are not in favor of losing any of their rights. We have 2-3 security staff available whenever we are open and have a capacity of 150.
4. Jon LaBudde, 4 Brightwaters Circle, representing Jannus/Jonny Reno's, asked Council not to penalize the success of downtown. He supports the permit process, but does not agree with paying extra for Police protection. He stated businesses should be able to keep their permits during the appeal process and suggested the permit requirement should be Citywide.
5. Mark Ferguson, 7967 9th Avenue South, representing Ferg's Sports Bar, stated he does not oppose paying a fee to be open after 2 a.m., but does not support having to pay for two Police Officers if attendance exceeds 200 individuals.
6. Robert Rowan, 175 2nd Street South, stated he is speaking for downtown residents and hoped late noise issues will be addressed.

Councilmember Nurse moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the second ordinance (reviewed by the PSI Committee on November 8 which provides for a permit and a provision requiring downtown large venues to provide exterior security on Fridays, Saturdays and certain special event nights), as amended, with the Police Chief having the authority/ability to grant a waiver based on established criteria.

Councilmember Kennedy moved with the second of Councilmember Danner that the following substitute resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend the permit only ordinance, recommended by the PSI Committee at their November 8 meeting, to allow the Police Chief to provide a probationary period and that Thursday, December 6, 2012, at 9:00 a.m., or as soon thereafter as the same may be had, be set as the time for the public hearing on proposed Ordinance 58-H, entitled:

PROPOSED ORDINANCE NO 58-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE CITY CODE TO CREATE NEW SECTIONS REGULATING THE CLOSING HOURS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS; REQUIRING EXTENDED HOURS PERMITS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS SERVING ALCOHOL AFTER MIDNIGHT; PROVIDING REQUIREMENTS FOR SECURITY; PROVIDING FOR SUSPENSION AND REVOCATION OF PERMITS; PROVIDING FOR APPEALS; ESTABLISHING FEES; ESTABLISHING AND AMENDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Nurse moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council amend proposed Ordinance 58-H to add a noise provision to address open windows/doors and amplified outdoor music after midnight.

Roll call. Ayes. Nurse. Newton. Gerdes. Nays. Curran. Danner. Kennedy. Absent. Dudley. Kornell. (Motion failed.) Chief Assistant City Attorney Mark Winn read the revised title. Roll call on the substitute motion. Roll call. Ayes. Nurse. Danner. Gerdes. Kennedy. Nays. Curran. Newton. Absent. Dudley. Kornell.

In connection with a new business item, Councilmember Newton moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council refer a discussion regarding 4G infrastructure to the Public Safety & Infrastructure Committee.

Roll call. Ayes. Curran. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Kornell. Nurse.

In connection with public hearings concerning preliminary assessments, Councilmember Danner moved with the second of Councilmember Kennedy that the following resolutions be adopted:

- 12-543 Confirming and approving preliminary assessment rolls for Lot Clearing No. 1510 and providing for an interest rate of 12% per annum on unpaid assessments
- 12-544 Assessing the costs of securing listed on Securing Building No. 1170 (SEC 1170) as liens against the respective real property on which the costs were incurred; providing that said liens have a priority as established by City Code Section 8-270; providing for an interest rate of 12% per annum on unpaid balances; and authorizing the Mayor to execute and record Notices of Lien(s) in the public records of the County.
- 12-545 Assessing the costs of demolition listed on Building Demolition No. 398 (DMO 398) as liens against the respective real property on which the costs were incurred; providing that said liens have a priority as established by City Code Section 8-270; providing for an interest rate of 12% on unpaid balances; and authorizing the Mayor to execute and record Notices of Lien(s) in the public records of the County.

The Chair asked if there were any persons present wishing to be heard and there was no response. Roll call. Ayes. Curran. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Kornell. Nurse.

In connection with a public hearing concerning a substantial amendment to the City's FY 2010-2011 Annual Action Plan, Senior Housing Development Coordinator Stephanie Lampe made a presentation. Housing & Community Development Director Joshua Johnson responded to questions from City Council. The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. Charlotte Cooper, 4096 40th Street South, spoke in support of the amendment and in support of the expansion into the Mercy Melrose area. She suggested a mentor program be instituted for first time home buyers.

Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

- 12-546 Approving a Substantial Amendment to the City's FY 2010-2011 Annual Action Plan ("Amendment") to expand the Areas of Greatest Need of the Neighborhood Stabilization Program-3 ("NSP-3") in which NSP-3 investment may be targeted to include the Melrose Mercy Neighborhood; to Decrease Activity "B", Acquisition, Rehabilitation, and Sale or Rental of Foreclosed Properties (50% of Area Median Income ("AMI") and Below) by \$463,642 and Reallocate those funds to Activity "E", Redevelop Demolished or Vacant Properties as Housing (50% AMI and Below); to Decrease Activity "B", Acquisition, Rehabilitation, and Sale or Rental of Foreclosed Properties (51%-120% of AMI) by \$340,000 and reallocate those funds to Activity "D", Demolition of Vacant or Foreclosed Properties, to make

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available a total of \$370,000 for Activity "D"; and authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development and to execute all documents necessary to implement the Amendment.

Roll call. Ayes. Nurse. Danner. Gerdes. Kennedy. Nays. Newton. Absent. Dudley. Curran. Kornell.

The meeting was recessed at 8:24 p.m.

The meeting was reconvened at 8:35 p.m. with the following members present: Vice Chair Newton and Councilmembers Nurse, Danner, Gerdes and Kennedy. Absent: Council Chair Curran and Councilmembers Dudley and Kornell.

The Clerk read the title of proposed Ordinance 56-H and Interim Budget Director Denise Labrie reviewed the changes to the proposed Ordinance since first reading. Councilmember Danner moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 56-H, entitled:

PROPOSED ORDINANCE NO. 56-H

AN ORDINANCE APPROVING FINAL YEAR-END ADJUSTMENTS TO THE CITY OF ST. PETERSBURG OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; APPROVING THE FINAL AMENDED BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012 BY INCORPORATING INTO THE AFOREMENTIONED FINAL AMENDED BUDGET ALL ADJUSTMENTS AND APPROPRIATIONS CONTAINED IN THIS ORDINANCE AND ALL ADJUSTMENTS AND APPROPRIATIONS PREVIOUSLY MADE BY RESOLUTION FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; APPROVING YEAR-END COMMITMENTS, ASSIGNMENTS, AND APPROPRIATIONS FROM THE GENERAL FUND BALANCE AS OF SEPTEMBER 30, 2012 FOR INCLUSION IN THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013; AND, PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading as amended.

The Chair asked if there were any persons present wishing to be heard and there was no response. Roll call. Ayes. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Kornell. Nurse.

In continuation with a report item concerning the Manhattan Casino Revised Lease, Assistant City Attorney Richard Badgley summarized changes to the Lease. City Development Senior Administrator Richard Mussett provided comments. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following amended resolution be adopted:

12-547 Amending City Council Resolution No. 2012-341 to authorize the Mayor, or his designee, to execute a modified Lease and Development Agreement for the Historic Manhattan Casino with Urban Development Solutions, Inc., a Florida not for profit corporation (UDS), for the lease and development of the Premises for the purposes of constructing, operating, and maintaining a restaurant under a rights agreement with Sylvia's, Queen of Soul Food, Restaurant of Harlem, New York (Sylvia's) on the first floor of the building with a banquet and community use area on the second floor of the building, or an alternative use acceptable to the City Council in its sole discretion provided that the Lease shall provide that any rights agreement between Sylvia's and UDS, or an entity with common ownership with UDS shall contain an exclusivity for use of Sylvia's Marks and Licensed Rights within a 75-mile radius of the Premises; and to execute all documents necessary to effectuate same.

Roll call. Ayes. Nurse. Newton. Danner. Gerdes. Kennedy. Nays. None. Absent. Dudley. Curran. Kornell.

Chief Assistant City Attorney Mark Winn reminded Council that their appointments to the Citizens Redistricting Commission are scheduled to be made at the December 13, 2012 Council meeting.

There being no further business, the meeting was adjourned at 8:56 p.m.

Leslie Curran, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Eva Andujar, City Clerk

