

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

July 17, 2014
3:00 PM

A. Meeting Called to Order and Roll Call.

B. Approval of Agenda with Additions and Deletions.

C. Awards and Presentations

1. [Presentation recognizing the City of St. Petersburg's efforts to support the Pinellas County Safe Routes to School Program and Pinellas Safe Kids Coalition by Mary Decker Mahoney, Director of Community Relations and Strategic Engagement, All Children's Hospital.](#)
2. [Presentation recognizing HCA West Florida Pinellas County Hospitals.](#)
3. [Proclamation recognizing Independents Week.](#)
4. [Proclamation recognizing Pastor Martin Rainey for National Parents Day Weekend.](#)
5. [EDGE Business District Presentation by Lea Ann Barlas.](#)
6. [Proclamation declaring July 27, 2014 as "Venture House Day."](#)
7. [Proclamation recognizing Interfaith Week presentation to Integral Church.](#)

D. Correspondence

E. Legal

1. [Authorizing the Mayor or his designee to execute the Settlement Agreement and the Agreement for Wastewater Services with City of Treasure Island.](#)

F. Adjournment

CITY COUNCIL AGENDA
AWARDS AND PRESENTATIONS



TO: Mayor and the Honorable Members of City Council

RE: Council Meeting of July 17, 2014

SUBJECT: Award presentation to City of St. Petersburg

PRESENTATION: Mary Decker Mahoney, Director, Community Relations and Strategic Engagement, All Children's Hospital will present an award recognizing the City of St. Petersburg's efforts to support the Pinellas County Safe Routes to School Program and Pinellas Safe Kids Coalition to prevent unintentional injuries to children ages 0-17 through bicycle and pedestrian safety education and water safety education.

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

July 17, 2014

TO: The Honorable Members of City Council

SUBJECT: Recognition of HCA West Florida Pinellas County Hospitals

PRESENTER: Mike Jefferis, Director, Parks & Recreation

HCA West Florida Pinellas County Hospitals contributed \$18,000 to the City for the cost of the fireworks for St. Petersburg's Official 4th of July Celebration.

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

July 14, 2014

TO: The Honorable Members of City Council

SUBJECT: Proclamation recognizing Independents Week to be presented to Olga Bof and members of the Board.

PRESENTER: Mayor Rick Kriseman

SCHEDULE FOR COUNCIL ON:

Agenda of July 17, 2014

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

July 14, 2014

TO: The Honorable Members of City Council

SUBJECT: Proclamation recognizing National Parents Day to be presented to Pastor Martin Rainey.

PRESENTER: Mayor Rick Kriseman

SCHEDULE FOR COUNCIL ON:

Agenda of July 17, 2014

CITY COUNCIL AGENDA
AWARDS & PRESENTATIONS

July 10, 2014

TO: The Mayor and Members of City Council

SUBJECT:

EDGE Business District Presentation by Lea Ann Barlas

PRESENTER:

Karl Nurse
City Council Member

SCHEDULE FOR COUNCIL ON:

July 17, 2014

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

July 14, 2014

TO: The Honorable Members of City Council

SUBJECT: Proclamation declaring July 27, 2014 as “Venture House Day.”

PRESENTER: Mayor Rick Kriseman

SCHEDULE FOR COUNCIL ON:

Agenda of July 17, 2014

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

June 6, 2014

TO: The Honorable Members of City Council

SUBJECT: Proclamation recognizing Interfaith Week presentation to Integral Church.

PRESENTER: Mayor Rick Kriseman

SCHEDULE FOR COUNCIL ON:

June 12, 2014

**MEMORANDUM
CITY OF ST. PETERSBURG**

TO: The Honorable Chair and City Council Members

FROM: Jane Wallace, Assistant City Attorney 
Kim Streeter, Assistant City Attorney 

DATE: July 16, 2014

RE: Approving the Settlement Agreement and Agreement for Wastewater Services with City of Treasure Island and Authorizing the Mayor or his Designee to Execute Same

The Administration and Legal Department have negotiated the following Settlement Agreement and Agreement for Wastewater Services regarding all issues in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 13-4000-CI-21, the remaining issues in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 08-15359-CI-11, as well as all other claims by City of Treasure Island related to wastewater rates charged to City of Treasure Island.

The City of Treasure Island City Commission has approved both documents and has already executed the Settlement Agreement. Upon approval by the City of St. Petersburg, the Agreement for Wastewater Services will be executed by both parties.

The administration and the legal department recommend approval of the attached Settlement Agreement and Agreement for Wastewater Services. If you have any questions or concerns regarding these agreements, please contact us.

cc: Mayor Rick Kriseman
Michael Connors, P.E., Public Works Administrator

Attachments: proposed Resolution
Settlement Agreement w/ exhibits

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE CITY OF TREASURE ISLAND; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE CITY OF TREASURE ISLAND; APPROVING THE AGREEMENT FOR WASTEWATER SERVICES BETWEEN THE CITY OF ST. PETERSBURG AND THE CITY OF TREASURE ISLAND; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT FOR WASTEWATER SERVICES BETWEEN THE CITY OF ST. PETERSBURG AND THE CITY OF TREASURE ISLAND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, St. Petersburg owns and operates a wastewater collection, treatment, and disposal system, herein referred to as "the System"; and

WHEREAS, the City of St. Petersburg and Treasure Island had an agreement for wholesale wastewater service dated January 3, 1984, and amended on April 15, 2004, which terminated on January 3, 2008; and

WHEREAS, the City of St. Petersburg and the City of Treasure Island have negotiated the Settlement Agreement of all issues in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 13-4000-CI-21, the remaining issues in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 08-15359-CI-11, as well as all other claims put forth by City of Treasure Island, including but not limited to payments in lieu of taxes, capital charges, rate discrimination, and high strength surcharges; and

WHEREAS, the City of St. Petersburg and the City of Treasure Island have negotiated the Agreement for Wastewater Services in which City of St. Petersburg agrees to provide, and City of Treasure Island agrees to pay for, wastewater transmission, treatment and disposal services subject to the terms of that agreement;

WHEREAS, the Administration recommends that the Settlement Agreement and the Agreement for Wastewater Services be executed by the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Settlement Agreement between the City of St. Petersburg and the City of Treasure Island is hereby approved.

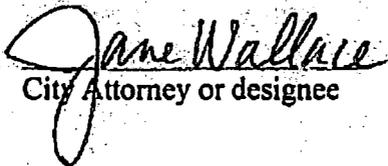
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Settlement Agreement between the City of St. Petersburg and the City of Treasure Island.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Agreement for Wastewater Services between the City of St. Petersburg and the City of Treasure Island is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement for Wastewater Services between the City of St. Petersburg and the City of Treasure Island.

This Resolution shall be effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE


City Attorney or designee

SETTLEMENT AGREEMENT

In consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, City of Treasure Island ("Treasure Island") and City of St. Petersburg ("St. Petersburg"), (collectively referred to as the "Parties") hereby agree as follows:

1. The Parties have reached a settlement of (1) the outstanding claim for attorneys' fees and costs owed by Treasure Island to St. Petersburg in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 08-15359-CI-11; (2) all issues in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 13-4000-CI-21, and (3) all other issues Treasure Island has raised concerning payments in lieu of property taxes ("PILOT"), capital charges, rate discrimination, and high strength surcharges, including the execution of the "Agreement for Wastewater Services" which is annexed hereto as Exhibit "A".

That settlement is as follows:

- a. For the term of the new "Agreement for Wastewater Services", in consideration of subsection 1.(f) below, St. Petersburg shall consider for approval the proposed amendment to Section 27 - 284 of the St. Petersburg City Code, which proposed amendment is annexed hereto as Exhibit "B" and would eliminate a separate high-strength surcharge during the term of the new "Agreement for Wastewater Services", if approved;
- b. St. Petersburg agrees to waive any entitlement to attorneys' fees and costs in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 08-15359-CI-11, and Treasure Island shall dismiss with prejudice Count II of that lawsuit;
- c. Treasure Island shall dismiss with prejudice City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 13-4000-CI-21;
- d. The Parties shall execute the new "Agreement for Wastewater Services" and the term shall be ten (10) years, renewable by mutual consent of the Parties for an additional 10 years on the same terms and conditions.
- e. Treasure Island shall be a uniform rate wholesale customer as listed in Section 27 - 284(a) of the St. Petersburg City Code;

- f. Treasure Island acknowledges and agrees that Treasure Island is not entitled to the same rates, fees and charges billed to the City of St. Pete Beach during the term of new "Agreement for Wastewater Services".
- g. During the term of the new "Agreement for Wastewater Services" Treasure Island waives the right to challenge Payments in Lieu of Franchise Fees ("PILOFF") and Payments in Lieu of Taxes ("PILOT") and acknowledges that such charges are included in the rates charged to Treasure Island.
- h. During the term of the new "Agreement for Wastewater Services" Treasure Island will not initiate any challenge in any court or administrative body on the basis of rate discrimination;
- i. In consideration of subsection 1.(a) above, during the term of the new "Agreement for Wastewater Services", Treasure Island agrees to pay a 25% out of city surcharge.

2. This Settlement Agreement is intended to resolve all of these disputed matters and bring about a final settlement of these cases, and to avoid the uncertainty of further and other litigation. In consideration of these mutual promises and actions, the Parties mutually release each other of any claims, demands, actions, causes of action, costs, interest, expenses, court costs, attorneys' fees or other damages (contractual, extra contractual, punitive or otherwise) or liability or monetary relief related in any way to any and all claims, charges, surcharges, payments, services, taxes and franchise fees, or payments in lieu thereof, for or related to wastewater services by St. Petersburg for Treasure Island for the period of time up to and including July 31, 2014.

3. Upon the Treasure Island City Commission's approval of this Settlement Agreement, this Settlement Agreement will be brought before the St. Petersburg City Council and voted on within thirty (30) days thereafter. If the Treasure Island City Commission and the St. Petersburg City Council both approve the Settlement Agreement, the parties shall execute a new "Agreement for Wastewater Services" which is annexed hereto as Exhibit "A" within ten (10) days following approval of this Settlement Agreement by the St. Petersburg City Council.

4. This Settlement Agreement is contingent upon the St. Petersburg City Council adopting the proposed ordinance amendment to Section 27 - 284 of the St. Petersburg City Code, which is annexed hereto as Exhibit "B", no later than 60 days after the

date of this Settlement Agreement. If the St. Petersburg City Council fails to adopt the ordinance amending Section 27 – 284, this Settlement Agreement shall be null and void.

5. Upon the completion of the conditions set forth in paragraphs 3 and 4 above, the Parties shall file a joint motion in both City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 08-15359-CI-11 and City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 13-4000-CI-21 requesting that each Court enter an order approving, ratifying and confirming this Settlement Agreement and retaining jurisdiction over the subject matter and the Parties to enforce this Settlement Agreement.

6. Neither the Parties nor their attorneys shall make a press release prior to both Court's issuance of an order approving, ratifying and confirming the Settlement Agreement. Upon issuance of such Order, the parties shall make a joint press release in the form which is mutually agreed upon by both Parties.

7. Should the contingencies in Paragraphs 3 and 4 fail to occur, then each party will maintain its respective legal and factual positions in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 08-15359-CI-11; and City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 13-4000-CI-21 as if this Settlement Agreement had never been executed. In such event, this Settlement Agreement shall not be entered into evidence at any administrative or judicial proceeding, and none of the Parties, or their agents or assigns, will refer to the terms of any of the negotiations surrounding this Settlement Agreement before an administrative or judicial proceeding arising out of the facts of this case, except that St. Petersburg shall be allowed to introduce such evidence in City of Treasure Island v. City of St. Petersburg, Pinellas County Circuit Court Case No. 08-15359-CI-11 should any issue arise with regard to St. Petersburg's delay in prosecuting its claim for attorneys' fees and costs as the issue of whether such claims would be waived as part of a global settlement of all issues was an integral part of this negotiation and compromise.

8. In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed by disregarding the invalid, illegal or unenforceable provision, except that Subsections 1.(a) and 1.(i) are each conditioned upon the other and if either Subsection 1.(a) or 1.(i) is held

invalid, illegal or unenforceable the disregard of either of those sections will result in the disregard of the other.

AGREED TO AND EXECUTED on this 1st day of August, 2014

ATTEST

Dawn Fox
CLERK OF CITY COMMISSION

CITY OF TREASURE ISLAND

Robert Manning
MAYOR

Rob Seel
CITY MANAGER

APPROVED AS TO FORM AND CONTENT

Mark Kiefer
CITY ATTORNEY

ATTEST

CLERK OF CITY COUNCIL

CITY OF ST. PETERSBURG

MAYOR

APPROVED AS TO FORM AND CONTENT

CITY ATTORNEY

AGREEMENT FOR WASTEWATER SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, 2014 by and between the **CITY OF ST. PETERSBURG**, a Florida municipal corporation, herein referred to as "St. Petersburg," and **TREASURE ISLAND**, a Florida municipal corporation herein referred to as "Treasure Island." Both St. Petersburg, as a provider of wholesale wastewater services, and Treasure Island, as a recipient of wholesale wastewater services, collectively hereafter sometimes referred to as the "Parties," are located in Pinellas County, Florida.

WITNESSETH:

WHEREAS, St. Petersburg owns and operates a wastewater collection, treatment, and disposal system, herein referred to as "the System"; and

WHEREAS, Treasure Island provides wastewater collection services to certain real property located within Treasure Island, Florida, known as Treasure Island, more specifically described in Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, St. Petersburg and Treasure Island had an existing agreement for wholesale wastewater service dated January 3, 1984, and amended on April 15, 2004, which terminated on January 3, 2008; and

WHEREAS, St. Petersburg agrees to provide, and Treasure Island agrees to pay for wastewater transmission, treatment, and disposal service ("Wastewater Services") subject to the terms of this Agreement; and

WHEREAS, St. Petersburg and Treasure Island are committed to comply with all Federal, State and Local statutes, rules and regulations governing wastewater systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Treasure Island covenant and agree that they have the power and authority to enter into this Agreement.

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

1. SERVICE

(a) St. Petersburg agrees to provide and Treasure Island agrees to pay for Wastewater Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth.

(b) St. Petersburg will treat wastewater flow up to an annual average flow of 2.8 million gallons per day (MGD) within St. Petersburg's wastewater treatment system in accordance with the terms of this Agreement and in accordance with the standards of applicable rules and regulations.

2. POINT OF CONNECTION

(a) All wastewater flows delivered to St. Petersburg from Treasure Island under this Agreement shall be delivered to a point of connection between the St. Petersburg wastewater system and the Treasure Island wastewater system.

(b) The point of connection shall be that point where the conveyance system of St. Petersburg is physically connected with the conveyance system of Treasure Island and is more specifically described in Exhibit "B" attached hereto and incorporated by reference herein. St. Petersburg shall own all wastewater facilities and appurtenances from the point of connection to the wastewater treatment facility, unless otherwise agreed. Treasure Island shall own all wastewater facilities up to the point of connection.

3. METERING

(a) Treasure Island shall be responsible for the installation, operation, maintenance and replacement of an eighteen-inch (18") and an eight-inch (8") diameter wastewater meter together with appurtenant equipment at such locations as shown in Exhibit "C" (hereafter "the Meters"). Treasure Island shall inspect and calibrate the Meters at least once each year. The metering equipment shall record total flow from Treasure Island with an error tolerance not to exceed \pm five percent (5%) of the full scale reading, suitable for billing purposes.

(b) St. Petersburg shall read Treasure Island's meters for billing purposes each month. No later than January 31st of each year, Treasure Island shall calibrate the Meters and provide the results of the certified calibration to St. Petersburg in writing.

(c) St. Petersburg shall have the right to check the accuracy of the Meters at any time by notifying Treasure Island in writing and requesting that Treasure Island conduct an inspection of the Meters. Treasure Island shall arrange for an inspection and provide at least three (3) business days advance written notice to St. Petersburg of the date of such inspection. Treasure Island shall provide a report of the inspection findings to St. Petersburg within thirty (30) days of the completion of such inspection. If the Meters are found to be recording flows within \pm five percent (5%), St. Petersburg shall bear the cost of such inspection and shall reimburse Treasure Island for the inspection costs within thirty (30) days of receipt of invoice for those costs. The term "inspected" used in this Paragraph 3 shall mean an inspection by personnel certified by the manufacturer of the flow meter to test and calibrate the accuracy of the flow meter. If as a result of such inspection, a Meter is found to be in error exceeding \pm five percent (5%) of true accuracy, it shall be re-calibrated in accordance with the manufacturer's recommended standards at Treasure Island expense. The Parties shall then review the monthly wastewater service bills since the last inspection or calibration of the Meter to attempt to identify when the error rate began to exceed \pm five percent (5%). In conducting their review, the Parties shall consider relevant historical wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Treasure Island's collection system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of wastewater produced by Treasure Island. If the Parties are unable to establish, to a reasonable degree of certainty, a time

since the Meter was last inspected or calibrated where it appears that the monthly wastewater flow from Treasure Island, as measured by the Meter, began differing from actual monthly wastewater flow from Treasure Island by more than \pm five percent (5%), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The monthly wholesale wastewater service bills paid by Treasure Island to St. Petersburg since the date the Parties identify as the date on which the Meter began malfunctioning, shall be adjusted. Treasure Island shall pay to or receive from St. Petersburg the sum of the difference between the wastewater service bills invoiced since the Meter began malfunctioning and the re-computed wastewater service bills for that period. Amounts due or owed by Treasure Island will be paid in equal monthly installments over the number of months the error rate exceeded \pm five percent (5%) beginning the month following re-computation of the wastewater service bills for that period.

(d) If it is necessary for Treasure Island to take a meter offline for required maintenance or if it is known by Treasure Island that a meter is functioning improperly, Treasure Island shall promptly notify St. Petersburg. For any time period during which the Meter is offline or was known to be functioning improperly, St. Petersburg will apply and Treasure Island shall pay the average of the prior six (6) months to the volume charge until such time that the Meter is online and functioning properly.

4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

(a) Treasure Island and St. Petersburg agree to comply with all applicable Federal, State, and Local regulations including, but not limited to, Federal pretreatment and cross connection control regulations. Treasure Island shall execute the Industrial Pretreatment Agreement attached as Exhibit "D" and incorporated by reference herein.

(b) If at any time Treasure Island shall not comply with the restrictions imposed upon it in this Agreement, or if Treasure Island shall create any condition or allow any condition to persist which St. Petersburg determines harmful, disruptive, or destructive to any of its wastewater facilities which carry, treat and dispose of wastewater discharged by Treasure Island, St. Petersburg shall give thirty (30) days written notice by certified mail to Treasure Island to discontinue such harmful operation or practice. Treasure Island will correct the deficiencies noted within the thirty (30) day notice period. If additional time is required to correct the deficiency, Treasure Island will provide St. Petersburg with a proposed schedule for correction for approval. Approval of the schedule shall not be unreasonably withheld. St. Petersburg's approval of any schedule shall not relieve Treasure Island from its obligation to comply with all applicable federal, state and local laws and regulations. Should Treasure Island refuse to correct such harmful condition within thirty (30) days of such written notice, St. Petersburg may, at its sole discretion, provide remedies to such conditions and charge all costs of said remedy to Treasure Island, including the cost of repairing damage directly associated with St. Petersburg's wastewater system, including intercepting sewers and pumping stations. Treasure Island shall be responsible for any costs, fees, fines or penalties assessed against St. Petersburg as a result of permit or other regulatory violations caused as a result of any act, omission, or negligence by Treasure Island, or its officers, agents or employees in the operation of its wastewater collection

system. Such costs, fee, fines or penalties shall be in addition to any other damages Treasure Island is responsible for pursuant to paragraph 14 of this Agreement.

(c) Treasure Island understands and acknowledges that the infiltration of fresh or saltwater into Treasure Island's wastewater system causes the capacity of St. Petersburg to treat domestic or industrial wastewater to be diminished and creates problems with St. Petersburg's ability to treat and dispose of wastewater. Treasure Island shall provide appropriate sampling locations for St. Petersburg to sample Treasure Island's wastewater to verify Treasure Island's compliance with this Agreement. Treasure Island further agrees to keep its wastewater collection system in such repair or conditions so that infiltration and inflow will be controlled. Treasure Island shall maintain a program to identify excess inflow and infiltration and shall continue its program to control excess inflow and infiltration. Treasure Island shall submit annual reports to St. Petersburg concerning its capacity, maintenance, operation and management program. Upon adoption of any applicable Federal, State or Local regulations relating to the maintenance, operation and management of sanitary sewer systems, Treasure Island agrees to comply with the same.

(d) Treasure Island agrees to deliver primarily domestic sewage to the St. Petersburg system. Treasure Island agrees to prohibit the delivery of wastewater to the St. Petersburg system that will interfere with the treatment process and agrees to provide or require such pretreatment of sewage to meet acceptable effluent standards of the St. Petersburg wastewater system. The delivery of wastewater from the Treasure Island system to the St. Petersburg system shall be regulated and shall conform to the prohibitions and limitations established in the St. Petersburg City Code as the same now exists and/or as the same shall be hereafter amended from time to time. St. Petersburg shall adopt such local standards by Ordinance for Industrial Pretreatment for all of its customers, including wholesale users of the St. Petersburg wastewater system from time to time for protection of its wastewater system. St. Petersburg agrees to begin discussion with Treasure Island no less than six (6) months prior to any changes to St. Petersburg's Industrial Pretreatment Ordinance that would change the local standards for Industrial Pretreatment.

5. PROJECTIONS AND WASTEWATER FLOWS

(a) No later than January 30 of each year, Treasure Island will give written notice to St. Petersburg of its projected wastewater flows for the current year and the five (5) years following the year in which such notice is given. Such projections shall include maximum and average flows stated in gallons per day. Flow projections shall be based upon the sanitary sewer service district population projection, per capita daily demand projection, average daily wastewater projection, and average inflow and infiltration flow projections based upon historical records.

(b) In the event that the performance of this Agreement by either Party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either Party, including, but not limited to Acts of God, allocations or other governmental restrictions upon the use of or availability of plant capacities, rationing, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations

or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Both Parties agree to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency.

(c) St. Petersburg reserves the right to restrict or otherwise limit the amount of capacity available to any customer during periods of emergency, storms, or other intermittent or temporary events when, in the sole discretion of St. Petersburg, such restrictions or limitations are necessary for the efficient and effective operation of its system. St. Petersburg agrees to notify Treasure Island in advance, if practicable, and to promptly notify Treasure Island of any such event that would require it to restrict or otherwise limit its ability to treat wastewater from Treasure Island.

6. RATES AND CHARGES

(a) St. Petersburg agrees to provide and Treasure Island agrees to pay for Wastewater Services on the basis of the rates, fees, charges, and surcharges established by the St. Petersburg City Council by Ordinance. During the entire term of this agreement, Treasure Island shall also pay a twenty-five percent (25%) outside St. Petersburg city limit surcharge. St. Petersburg shall provide preliminary notice to Treasure Island at least ninety (90) days prior to the effective date of any increases to the rates, fees, charges and surcharges. St. Petersburg shall also provide notice at least ten (10) days prior to the public hearing scheduled to increase the rates, fees, charges or surcharges.

(b) St. Petersburg shall bill Treasure Island monthly based on the meter reading of the Meter, in accordance with the rates, fees, charges, and surcharges which are duly in effect at the time service is delivered. Meter readings for the month shall be made on or about the last day of the month and payment shall be made upon receipt of invoice. Payments received after 30 days shall be subject to reasonable late charges as established by St. Petersburg and published in the St. Petersburg City Code. Failure of Treasure Island to pay charges shall constitute a breach of this Agreement.

(c) Treasure Island shall be a uniform rate wholesale customer, and if at any time during the term of this Agreement, St. Petersburg enters into an agreement to provide services to City of Gulfport, City of South Pasadena, Bear Creek Sanitary Sewer District, Ft. Desoto, Tierra Verde Utilities, Inc., or any other new uniform rate wholesale customer and such agreement contains a fee structure which is more favorable than the fee structure contained in this Agreement, then such fee structure will be applied to Treasure Island.

7. NO ACQUIRED RIGHTS

Neither Party shall, by reason or any provision of this Agreement, or the use of facilities there under, or otherwise, acquire any vested or adverse right or future right, in law or equity, in

the treatment, collection or disposal system owned by the other Party. The use, rental, or license of treatment services after the expiration of the initial term of this Agreement or under any renewal thereof shall not be deemed to initiate, create or vest any rights, save those herein expressly stated and enumerated.

8. OWNERSHIP

It shall be understood between the Parties hereto that each Party owns its own wastewater collection system and each is a separate and independent system from the other.

9. DISCONNECTION

Should this Agreement terminate for any reason, the connections, pipes and appliances connected to the St. Petersburg system shall be disconnected, and the St. Petersburg system left in as good condition as before connection was made therewith, normal wear and tear excepted.

10. DEFAULTS

In addition to other legal remedies, if either Party shall fail to comply with the provisions of this agreement, the other has the option to cancel this Agreement by giving the other Party ninety (90) days written notice.

11. TERM

The term of this Agreement shall be for ten (10) years, renewable by mutual consent of the Parties for an additional ten (10) years on the same terms and conditions.

12. ASSIGNMENT

Treasure Island may not assign its rights under this Agreement without prior written approval of St. Petersburg which shall not be unreasonably withheld. Any assignment so approved shall be in writing and shall be executed with the same formalities as this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, whether by merger, consolidation, conveyance or otherwise.

13. HOLD HARMLESS

To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, Treasure Island agrees to indemnify, defend, save, and hold harmless St. Petersburg from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Treasure Island, its agents or employees, or due to any act, occurrence, omission, or negligence of Treasure Island, its agents or employees in the operation of its system. To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, St. Petersburg agrees to indemnify, defend, save, and hold harmless Treasure Island from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or

due to, the breach of this Agreement by St. Petersburg, its agents or employees, or due to any act, occurrence, omission, or negligence of St. Petersburg, its agents or employees in the operation of its system. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

14. NOTICE

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, telex or telegram, or when mailed, registered or certified, first-class postage pre-paid as set forth below:

If to St. Petersburg, to:

Director Water Resources Department
City of St. Petersburg
1650 Third Avenue North
St. Petersburg, FL 33713

with a copy to:

City Attorney
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

If to Treasure Island to:

Director of Utilities
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

with a copy to:

City Attorney
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

15. SEVERABILITY

If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

CITY OF ST. PETERSBURG

ATTEST:

By: _____
Rick Kriseman
Mayor

By: _____
Eva Andujar
Clerk

APPROVED AS TO CONTENT AND FORM:

By: _____
City Attorney (designee)

CITY OF TREASURE ISLAND

ATTEST:

By: _____
Robert Minning
Mayor

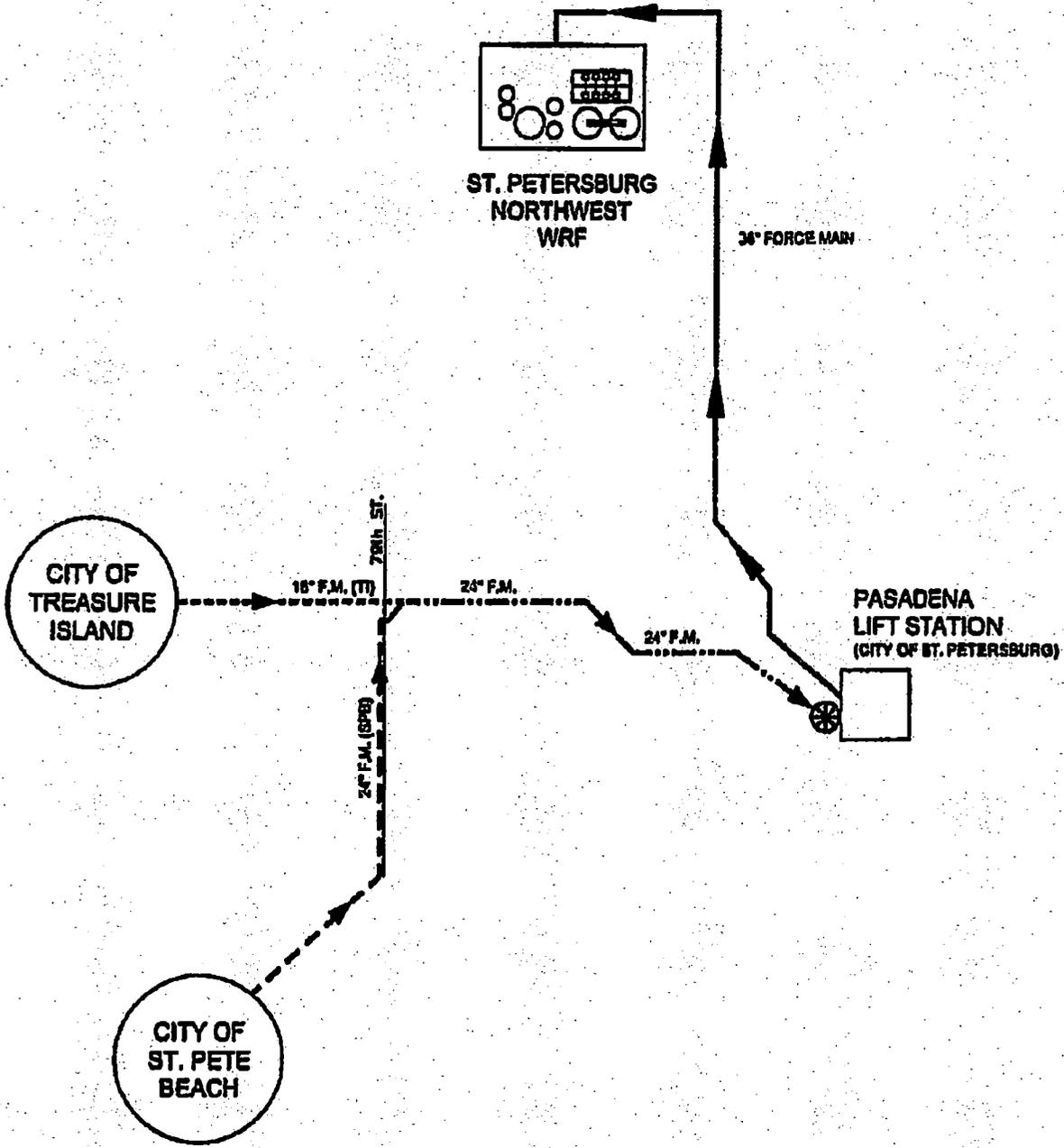
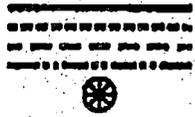
By: _____
Dawn Foss
City Clerk

APPROVED AS TO FORM:

By: _____
Maura Kiefer
City Attorney

KEY

CITY OF ST. PETERSBURG
CITY OF TREASURE ISLAND
CITY OF ST. PETE BEACH
COMBINED TI/SPB WASTEWATER FLOWS
POINT OF CONNECTION



DATE OF SERVICE: 'AS-BUILTS' DATE 4/82 - 24" FORCE MAIN

March 2008

EXHIBIT "B"

POINT OF CONNECTION

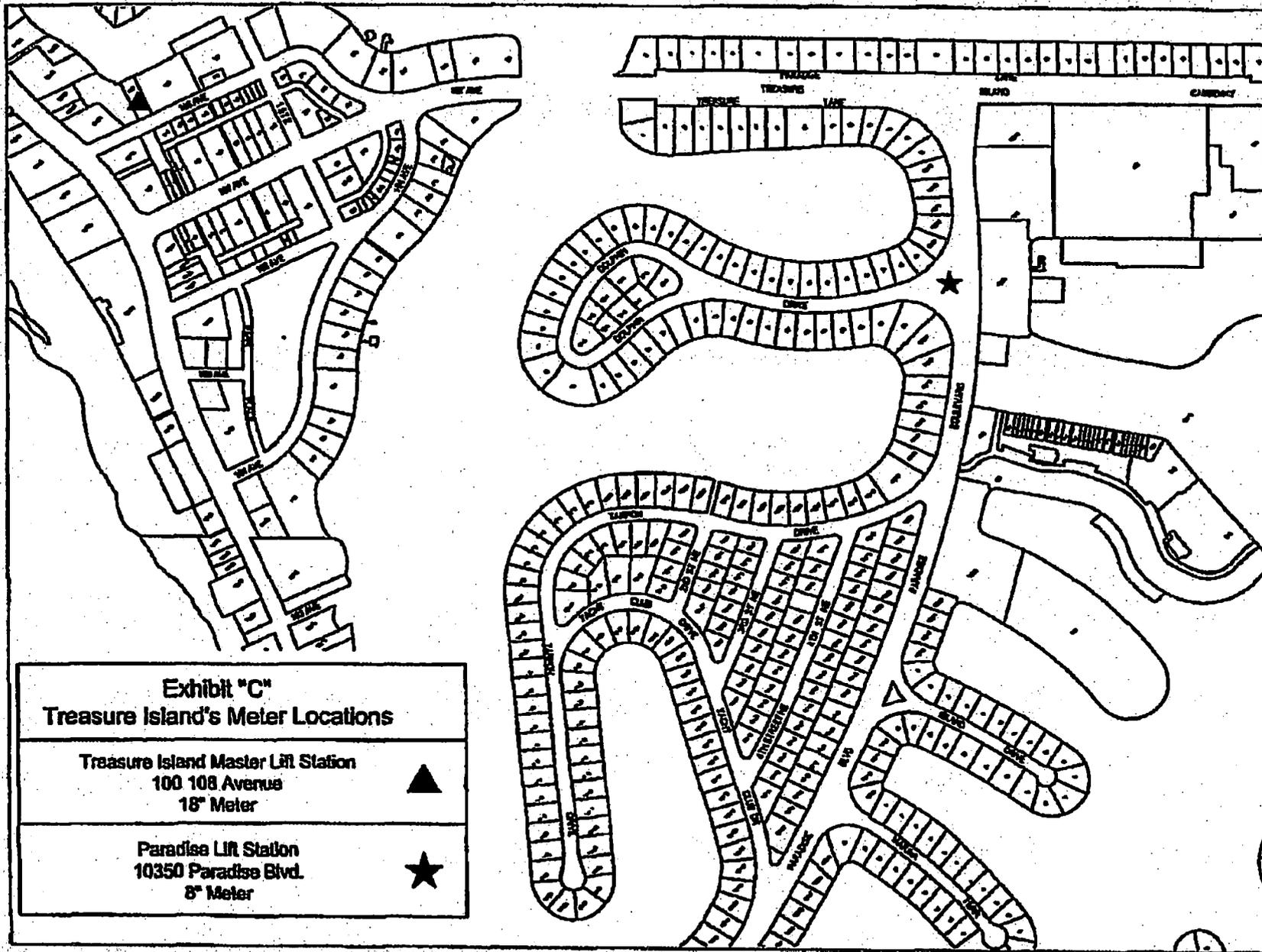


Exhibit *C*
Treasure Island's Meter Locations

Treasure Island Master Lift Station
 100 108 Avenue
 18" Meter



Paradise Lift Station
 10350 Paradise Blvd.
 8" Meter



Exhibit D

PRETREATMENT AGREEMENT

Between

CITY OF ST. PETERSBURG and CITY OF TREASURE ISLAND

THIS PRETREATMENT AGREEMENT entered into this ___ day of _____, 20___, by and between the CITY OF ST. PETERSBURG, a municipal corporation, herein referred to as "St. Petersburg", and the CITY OF TREASURE ISLAND, a municipal corporation, herein referred to as "Treasure Island", both in the County of Pinellas, State of Florida.

WITNESSETH

WHEREAS, St. Petersburg owns, operates and maintains a wastewater collection, treatment, and disposal system which is permitted by the Florida Department of Environmental Protection (FDEP); and

WHEREAS, St. Petersburg provides wastewater service to Treasure Island pursuant to an agreement dated _____ (the "Agreement"); and

WHEREAS, St. Petersburg is required by federal and state law to administer an approved industrial pretreatment program ("Program"); and

WHEREAS, St. Petersburg presently operates a Program which is approved by the FDEP as delegated by the U.S. Environmental Protection Agency (EPA); and

WHEREAS, both parties recognize their industrial wastewater control obligations pursuant to 40 CFR 403 and Rule 62-625, Florida Administrative Code (F.A.C.);

NOW, THEREFORE, in consideration of the following terms and conditions, St. Petersburg and Treasure Island agree:

- 1. Treasure Island shall adopt and diligently enforce a sewer use ordinance which is no less stringent than St. Petersburg's pretreatment sewer use ordinance, Chapter 27, Article V, Division 3 of the St. Petersburg City Code. Such ordinance shall include local limits for industrial discharge that are no less stringent than the local limits established in the St. Petersburg City Code.**
- 2. St. Petersburg shall notify Treasure Island in writing of any amendments to its pretreatment ordinance within five (5) business days of the enactment thereof. Treasure Island agrees that it will enact amendments to its own ordinance at least as stringent as**

those adopted by St. Petersburg within ninety (90) days of such notification.

3. **Treasure Island certifies that there currently are no significant industrial users ("SIUs") as that term is defined by 62-625.200 F.A.C., located within the Treasure Island sewer service area. Treasure Island shall designate an appropriate official or employee to perform an ongoing industrial waste survey according to procedures established by Chapter 3 of the State of Florida manual entitled "Florida Guidance Manual for Pretreatment Programs". The official shall review, on a quarterly basis, all pertinent records (e.g., connection permits, business licenses, water use records), to determine if any new SIUs will be locating or have located within Treasure Island's sewer service area.**
4. **If no SIUs are discovered, Treasure Island shall certify in writing and document that there are no SIUs, as defined above, connected to Treasure Island's sewer system. This written certification and documentation shall be signed by an appropriate official and shall be submitted to St. Petersburg's Industrial Pretreatment Program on an annual basis in the last week of June of each year.**
5. **If any prospective or existing SIU is identified, Treasure Island shall immediately provide written notification to St. Petersburg and the provisions of paragraph 7 shall apply. Treasure Island shall provide St. Petersburg access to these records for independent verification of both Treasure Island's review procedures and records.**
6. **If Treasure Island identifies any existing industrial user who subsequently changes its manufacturing or other processes which cause it to be reclassified as an SIU, or, if Treasure Island identifies any existing industrial user which subsequently becomes an SIU due to Federal or State regulatory changes, Treasure Island shall immediately provide written notification to St. Petersburg and the provisions of paragraph 7 shall apply.**
7. **Treasure Island shall not authorize any new or reclassified SIUs located within its jurisdictional boundaries to commence discharges to the sewer system until provision has been made between Treasure Island and St. Petersburg to oversee the industrial user's compliance with all applicable Federal, State, and local pretreatment requirements. This shall be accomplished by renegotiation of this Pretreatment Agreement to establish and designate administrative responsibilities between Treasure Island and St. Petersburg for all pretreatment legal and programmatic functions required by 40 CFR Part 403 and Rule 62-625, (F.A.C).**

8. Upon St. Petersburg's request, any authorized officer or employee of St. Petersburg may enter and inspect at any reasonable time any part of Treasure Island's sewer system provided an officer or employee of Treasure Island accompanies any representative of St. Petersburg. The right of entry and inspection shall extend to public streets, easements and property within which the system is located. At St. Petersburg's request, St. Petersburg shall be permitted, as appropriate, to enter onto private property to inspect industrial dischargers. Treasure Island shall make all necessary legal and administrative arrangements for these inspections. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user. Treasure Island agrees to cooperate with St. Petersburg in performing any necessary inspections to ensure that all users of the sewer system comply with Federal and State Pretreatment Regulations. Treasure Island agrees to cooperate with St. Petersburg in performing any necessary inspections to ensure that all users of the sewer system comply with Federal and State Pretreatment Regulations.
9. This Pretreatment Agreement shall expire upon expiration of the Agreement.
10. If any one or more sections, clauses, sentences or parts of this Pretreatment Agreement shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, and the inapplicability or invalidity of any section, clause, sentence, part or provision of this Pretreatment Agreement in any one or more instances shall not affect or prejudice in any way its applicability or invalidity in any other instances.
11. This written Pretreatment Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. This Pretreatment Agreement may be executed in several counterparts, each of which, if properly executed by the parties, shall be considered an original. This Pretreatment Agreement shall become effective immediately upon a certified copy hereof being filed with the Clerk of the Circuit Court for Pinellas County, Florida.

ATTEST:

CITY OF TREASURE ISLAND

**Dawn Foss,
City Clerk
City of Treasure Island, Florida**

**Robert Minning,
Mayor
City of Treasure Island, Florida**

APPROVED AS TO FORM AND CONTENT:

**Maura Kiefer,
City Attorney
City of Treasure Island**

ATTEST:

CITY OF ST. PETERSBURG

**Eva Andujar
Clerk of the City Council
City of St. Petersburg, Florida**

**Rick Kriseman
Mayor
City of St. Petersburg, Florida**

APPROVED AS TO FORM AND CONTENT:

**Kim Streeter,
Assistant City Attorney
City of St. Petersburg**

ORDINANCE NO. _____

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES FOR WHOLESALE CUSTOMERS; AMENDING CHAPTER 27, SUBSECTION 27-284 OF THE ST. PETERSBURG CITY CODE; DELETING SURCHARGES FOR STRONG WASTE; CORRECTING SECTION REFERENCES; ESTABLISHING A DATE TO BEGIN CALCULATING BILLS WITHOUT A STRONGWASTE SURCHARGE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Subsection 27-284 of the St. Petersburg City Code is hereby amended as follows:

Sec. 27-284. Wholesale wastewater customers.

(a) Wholesale wastewater service shall be provided to the City of Gulfport; the City of South Pasadena; Bear Creek Sanitary Sewer District, Pinellas County; Ft. Desoto, Pinellas County; the City of Pinellas Park; Treasure Island; and Tierra Verde Utilities, Inc. at a uniform volume rate of \$2,833.00 per million gallons for wholesale wastewater service effective October 1, 2013, based upon metered wastewater flows.

~~(b) In addition to the volume rate referenced in subsection (a) of this section the monthly wastewater service charge for the customers referenced in subsection (a) of this section shall include a strong waste surcharge for all wastewater service provided to a wholesale customer without an executed wastewater service agreement or as authorized in accordance with the terms of an executed wastewater service agreement. Such strong waste surcharge shall be applied to the measured monthly wastewater flows for the monthly billing as follows:~~

~~(1) One tenth of one percent for each part per million of chlorides exceeding 1,350 parts per million; and~~

~~(2) One-tenth of one percent for each part per million of sulfides in liquid in excess of 0.5 parts per million.~~

- (eb) Wastewater service may be provided to other wholesale customers in accordance with agreements as approved by City Council and at the same rates and surcharges as adopted in subsections (a) and ~~(b)~~ of this section.
- (dc) Upon expiration of existing contracts, wholesale customers continuing to receive wastewater service shall be charged those rates and surcharges as adopted in subsections (a) and ~~(b)~~ of this section. Those customers located outside of the City limits shall also be charged an additional 25 percent surcharge applied to the total wastewater charges billed.
- (ed) Wholesale wastewater service shall be provided to the City of St. Pete Beach at an estimated rate including a uniform operation and maintenance volume rate of \$2,080.00 per million gallons and a monthly capital charge of \$46,892.00 for wholesale wastewater service effective October 1, 2013. At the end of each fiscal year, actual rates for the fiscal year will be determined in accordance with the terms of the agreement for wholesale wastewater service between the City of St. Petersburg and the City of St. Pete Beach.

SECTION 2. That the strong waste surcharges provided in Subsection 27-284 of the St. Petersburg City Code shall not be utilized to calculate bills for wastewater service prepared during September, 2014 for services rendered in the month of August, 2014 or for subsequent billings.

SECTION 3. That the unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 4. That words in ~~struck-through~~ type are deletions from the existing St. Petersburg City Code and words that are underlined are additions.

SECTION 5. 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. 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.

LEGAL:

ADMINISTRATION:

City Attorney (designee)