

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

December 3, 2015
8:30 AM

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 call our TDD number, 892-5259, or the Florida Relay Service at 711 as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, and every effort will be made to provide that service for you. If you are a person with a disability who

needs an accommodation in order to participate in this/these proceedings or have any questions, please contact the City Clerk's Office at 893-7448.

A. Meeting Called to Order and Roll Call.

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

“A moment of silence will be observed to remember fallen officers of the St. Petersburg Police Department. The officers(s) depicted today were killed in the line of duty during this month.”

Chief James J. Mitchell - December 25, 1905

Officer James J. Goodson - December 25, 1947

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

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.

D. Public Hearings and Quasi-Judicial Proceedings - 9:00 A.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.*

Second Reading and Second Public Hearings

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

The oath or affirmation will be administered prior to the presentation of testimony and will be administered in mass to those who wish to speak. Persons who submit cards to speak after the administration of the oath, who have not been previously sworn, will be sworn prior to speaking. For detailed procedures to be followed for Quasi-Judicial Proceedings, please see yellow sheet attached to this agenda.

E. Reports

1. [Resolution recommending that Project B5081358530 \("Project"\), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry \("QTI"\) Business pursuant to Section 288.106, Florida Statutes.](#)
2. [Report on October 2015 Cuba visit.](#)
3. [America's 31st Annual National Dr. Martin Luther King, Jr. Drum Major for Justice Parade Special Event Status](#)
4. [Funding Proposals - RV Bellows and High Speed Ferry Service \(G. Cornwell\)](#)
 - (a) Resolution authorizing the mayor or his designee to execute a grant agreement with the university of South Florida Board of Trustees, a public body corporate of the State of Florida on behalf of the Florida Institute of Oceanography ("USF") to provide final funding not to exceed \$250,000, for acquisition of a vessel to replace the Florida Institute of Oceanography Marine Sciences Research Vessel R/V Bellows ("Vessel"), and to execute all other documents necessary to effectuate this transaction; authorizing the Mayor or his designee and the City Attorney to make non-substantive changes to the agreement; approving a supplemental appropriation of \$250,000 from the unappropriated balance of the General Fund (0001) to the Planning & Economic Development Department (370-2609).
5. Land Use & Transportation: (Councilmember Kennedy) (Oral)
 - (a) Pinellas Planning Council (PPC).
 - (b) Metropolitan Planning Organization (MPO).
 - (c) Tampa Bay Transportation Management Area (TBTMA).
 - (d) MPO Action Committee.
 - (e) PSTA - (Councilmember Rice)
6. [Renewing a blanket purchase agreement with All American Concrete, Inc. for SAN \(Sanitary\) Sewer Repair & Replacement for the Water Resources Department and Engineering Department in the amount of \\$2,167,000 for FY 2016.](#)
7. [Authorizing the Mayor or his designee to execute a one year contract extension from October 10, 2015 through October 9, 2016 and to increase the contract amount with Rowland, Inc., in the amount of \\$455,000 for the Sanitary Sewer Manhole](#)

Rehabilitation Annual Contract FY 2016 Project, for a total contract amount of \$1,328,500. (Engineering Project No. 14007-311; Oracle No. 15283).

8. Approving a one year contract extension from January 24, 2016 through January 23, 2017 and approving and approving an increase to the contract with Layne Inliner, LLC, in the amount of \$2,350,000 for the Sanitary Sewer CIPP Lining Annual Contract - FY 2016 Project, for a total contract amount of \$4,220,000 (Engineering Project No. 15030-211; Oracle No. 15282); and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.
9. Approving the final contract extension from the end of the term of the first extension through September 25, 2016 and approving an increase to the contract with Layne Inliner, LLC in the amount of \$1,145,000, for the Cured-in-Place Stormwater Pipe Rehabilitation Project, for a total contract amount of \$1,740,000; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction (Engineering Project No. 13051-110; Oracle No. 15075).
10. Resolution transferring an unencumbered appropriation of \$3,000,000 in the Water Resources Capital Projects Fund (4003) from WRF Improvements FY16 (15127) to the San Sewer Collection Sys FY16 (15125).

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

Setting December 17, 2015 as the public hearing date for the following proposed Ordinance(s):

1. Modifying the Comprehensive Plan to implement legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element. (City File LGCP-CIE-2015)
2. Approving the vacation of the south seven and one-half (7 ½ feet of Lot 47 of Jackson Park Subdivision, generally located north of Arlington Avenue North at the intersection of 14th Street North. (City File 13-33000006-B)
3. Approving the vacation of all rights-of-way and easements as dedicated on Section D Florida Riviera Plat No. 5, as recorded in Plat Book 17, Page 37, Public Records of Pinellas County, Florida, lying within Lots 28 through 32 inclusive, Block 3, located at 1085, 1091 and 1095 Plaza Comercio Drive Northeast. (City File 15-33000020)
4. Amending St. Petersburg City Code, Chapter 27 relating to Single-Family Single Stream Recycling Service pick-up locations.
 - (a) Ordinance amending St. Petersburg City Code Chapter 27; providing for alley and backyard residential recycling services.
5. Amending the St. Petersburg City Code by adding Section 2-298.5 to Division 7, Chapter 2, Article V, requiring contractors to employ disadvantaged workers on major construction projects; providing the authority for the POD to promulgate policies and procedures to implement, monitor and enforce this requirement.

G. New Business

H. Council Committee Reports

1. [Budget, Finance & Taxation Committee. \(11/23/15\)](#)

- (a) An Ordinance amending the St. Petersburg City Code; revising the definition of false security alarm; revising section headings; revising the duration of Security Alarm permits and creating a new renewal period; creating criteria and conditions for administrative review of false alarm occurrences, deleting corrective action incident fine schedule; revising the fine schedule for permitted versus non-permitted occurrences; revising procedure for appeal of decisions to the City Administrator or his designee; expanding the grace period for newly installed alarms or change in occupancy.

2. [Energy, Natural Resources & Sustainability Committee. \(11/23/15\)](#)

I. Legal

1. [Approving the settlements in City of St. Petersburg v. Tarpon IV LLC and City of St. Petersburg v. Sauternes V LLC.](#)

J. Open Forum

K. Adjournment

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A
December 3, 2015

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.

(Procurement)

1. [Awarding a contract to Hubbard Construction Company in the amount not to exceed \\$4,140,000 for the Citywide Street Milling and Resurfacing FY 2016 Project \(Engineering Project Number 16003-130; Oracle Numbers 15065, 14630, 13737, 14125, 14653 and 15104\).](#)
2. Renewing a blanket purchase agreement with All American Concrete, Inc. for SAN (Sanitary) Sewer Repair & Replacement for the Water Resources Department and Engineering Department in the amount of \$2,167,000 for FY 2016.
3. [Approving a five-year blanket purchase agreement for tankwagon loads of gasoline and diesel fuel from Port Consolidated, Inc. at an estimated cost of \\$767,530.](#)
4. Authorizing the Mayor or his designee to execute a one year contract extension from October 10, 2015 through October 9, 2016 and to increase the contract amount with Rowland, Inc., in the amount of \$455,000 for the Sanitary Sewer Manhole Rehabilitation Annual Contract FY 2016 Project, for a total contract amount of \$1,328,500. (Engineering Project No. 14007-311; Oracle No. 15283).



**Consent Agenda B
December 3, 2015**

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.

(Procurement)

1. [Awarding a four-year blanket purchase agreement to United Rentals, Inc. for equipment rental in an amount not to exceed \\$320,000.](#)
2. [Awarding a two-year blanket purchase agreement for Plan Review and Inspection Services with Joe Payne, Inc. for the Planning & Economic Development at an estimated cost of \\$180,000.](#)
3. [Approving the purchase of body armor from Galls, LLC, LESC, Inc. dba Law Enforcement Supply Company, Inc., Signal 15, Inc., and SRT Supply Inc. for the Police Department in an estimated annual amount not to exceed \\$150,000.](#)
4. [Renewing a blanket purchase agreement with Bright House Networks LLC for Internet services for the Department of Technology Services \(DoTS\) in an amount not to exceed \\$110,000 annually.](#)
5. [Awarding a blanket purchase agreement to Brenntag Mid-South, Inc. for sodium hydroxide for the Water Resources Department at an estimated annual cost of \\$107,962.](#)
6. [Accepting the bid from Riley Electric Company, Inc., for replacement lighting at Childs Park athletic field for the Parks & Recreation Department at a total cost of \\$101,735; and providing an effective date.](#)
7. Approving a one year contract extension from January 24, 2016 through January 23, 2017 and approving and approving an increase to the contract with Layne Inliner, LLC, in the amount of \$2,350,000 for the Sanitary Sewer CIPP Lining Annual Contract - FY 2016 Project, for a total contract amount of \$4,220,000 (Engineering Project No. 15030-211; Oracle No. 15282); and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.
8. Approving the final contract extension from the end of the term of the first extension through September 25, 2016 and approving an increase to the contract with Layne Inliner, LLC in the amount of \$1,145,000, for the Cured-in-Place Stormwater Pipe Rehabilitation Project, for a total contract amount of \$1,740,000; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction (Engineering Project No. 13051-110; Oracle No. 15075).

(City Development)

9. Authorizing the Mayor, or his Designee, to execute a License Agreement with Leland Allenbrand d/b/a St. Petersburg Carriages, for use of a portion of the public streets and a portion of the Dolphin Parking Lot for operation of a horse and carriage transportation business. (Requires affirmative vote of at least six (6) members of City Council).
10. Granting Habitat for Humanity of Pinellas County, Inc. an exception to the requirement that a property must be located within the Southside Community Redevelopment Area contained in the 2015 Special Assessment Lien Modification Program, Option "D", for the removal of principal and interest on a special assessment lien subject to a Development Agreement for Release of Special Assessment Liens for a property located at 1817 Almeria Way South, St. Petersburg; and authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate this transaction.

(Appointments)

11. Confirming the Reappointment of Angela Strain as a regular member to the City Beautiful Commission..
12. Appointing Timothy P. Driscoll as Special Magistrate to hear Civil Citation Appeals; approving an agreement with Timothy P. Driscoll for such services.

(Miscellaneous)

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee

Monday, November 23, 2015, 8:00 a.m., Room 100

CRA/Agenda Review and Administrative Update

Monday, November 23, 2015, 1:30 p.m., Room 100

Co-Sponsored Events Committee

Wednesday, December 3, 2015, 3:00 p.m., Room 100

CITY OF ST. PETERSBURG
Board and Commission Vacancies



Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

ST. PETERSBURG CITY COUNCIL
Meeting of December 3, 2015

TO: The Honorable Charlie Gerdes, Chair, and Members of City Council

SUBJECT: A resolution recommending that Project B5081358530 (“Project”), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry (“QTI”) Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 115% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing \$7,500 as the City’s share of the local financial support for the Project beginning in State FY 2017, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: Project B5081358530 (“Project”), a confidential project, pursuant to 288.075 Florida Statutes, has filed a State of Florida Qualified Target Industry Tax Refund Program (“Program”) application with the State of Florida, Pinellas County, and the City of St. Petersburg. The Project is proposing to relocate its existing international headquarters. Additional locations the Project is considering are North Carolina and South Carolina.

The Project has requested confidentiality under Florida Statute 288.075. The QTI Program is an incentive program, administered through the State that provides tax refunds for each new job created by new or expanding businesses in target industries. The amount of tax refund is cumulative: \$3,000 per new job created above 115% of the average wage of the State of Florida and an additional \$2,000 per new job created in a high impact sector.

An estimated 15 new jobs are projected to be created by the Project with annual remuneration at or above 115% of the average wage of the State of Florida (\$49,340) and an annual benefit package of \$7,450. These earnings will result in an economic impact of \$1,032,103 and 23 new direct and indirect jobs. The Project also will make an investment of \$72,000 in construction/renovations and \$231,500 in equipment. The economic impact of this capital investment is \$132,415. The economic impacts were calculated using the U.S. Bureau of Economic Analysis I-RIMS Model for Pinellas County.

The tax refund requested by the Project is based on a Program award of \$5,000 per job created at 115% of the average State of Florida wage of \$49,340 for the 15 new jobs, totaling \$75,000. The Program requires a local match of 20% of the total award, or \$15,000. The City would be responsible for providing 50% of the local match or a maximum of \$7,500. Pinellas County is willing to accept financial responsibility for the other 50% of the required local match (\$7,500) and is expected to pass its Resolution of support on November 24, 2015. The QTI tax refund amount is *reimbursed* to the business by the State of Florida, only after the company has documented the required job creation and state tax payments made. If the Project does not generate sufficient tax revenue or falls short of its employment creation requirements, the refund will be reduced and the City’s share will also be reduced on a pro rata basis.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution recommending that Project B5081358530 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 115% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing \$7,500 as the City's share of the local financial support for the Project beginning in State FY 2017, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for this item will be required beginning in State FY 2017. Funding will be provided subject to annual appropriation and conditioned on the Project meeting statutory requirements.

ATTACHMENTS: Resolution

APPROVALS:

Administration:  DG

Legal: RSB

Budget: DEVRIS C Fuller 11-2-15

Legal: 00249853.doc V. 1

A RESOLUTION RECOMMENDING THAT PROJECT B5081358530 ("PROJECT"), A CONFIDENTIAL PROJECT, PURSUANT TO SECTION 288.075, FLORIDA STATUTES BE APPROVED AS A QUALIFIED TARGET INDUSTRY ("QTI") BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 115% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING \$7,500 AS THE CITY'S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2017, SUBJECT TO APPROPRIATION AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Project B5081358530 ("Project"), a confidential project as defined in Section 288.075, Florida Statutes has applied to the State of Florida's Qualified Target Industry Tax Refund Program ("Program") pursuant to Section 288.106, Florida Statutes, for a tax refund of \$75,000 to complete this Project; and

WHEREAS, the basis of the Project's average private sector wage commitment calculation shall be 115% of the average State of Florida wage; and

WHEREAS, the Project will benefit the City of St. Petersburg by creating 15 new jobs that pay an average wage of at least \$49,340, which is at least 115% of the average annual wage for the State of Florida, and cause an estimated capital investment of \$303,500; and

WHEREAS, under the Program the local community must provide 20% of the funding for the tax refund; and

WHEREAS, Pinellas County is willing to accept financial responsibility for 50% of the local funds required; and

WHEREAS, the Administration has recommended the Project's approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby recommends that Project B5081358530 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes; and

CITY COUNCIL AGENDA

Report Item

TO: Mayor and Members of City Council

DATE: November 12, 2015

COUNCIL

DATE: **December 3, 2015**

RE: Report on October 2015 Cuba visit

ACTION DESIRED:

Joni James, Chief Executive Officer of the St. Petersburg Downtown Partnership will give a report on the recent Downtown Partnership organized trip to Cuba and the ongoing plans for the Cuban MLK memorial, artist exchanges, and diplomatic work to support a St. Petersburg based consulate.

Darden Rice
District 4

**MEMORANDUM
CITY OF ST. PETERSBURG**

TO: The Honorable Chair and Members of City Council
The Honorable Rick Kriseman, Mayor

FROM: Richard B. Badgley, Sr. Assistant City Attorney *RBS*

DATE: December 3, 2015

RE: America's 31st Annual National Dr. Martin Luther King, Jr. Drum Major for Justice Parade Special Event Status

The Martin Luther King, Jr., Holiday & Legacy Association, Inc. ("MLK Association"), sponsor of the Gulf of St. Petersburg B.L.A.C.K. (Black Legacy in America Celebrating King), "Arts, Bandfest, & Drumline Multi-Cultural EXPO"TM ("EXPO"), requests that the City Council adopt a resolution declaring America's 31st Annual National Dr. Martin Luther King, Jr. Drum Major for Justice Parade ("Parade") to be a special event within the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code.

Section 16.70.030.1.5. establishes regulations for pushcart vending permits. Section 16.70.030.1.5. C. 1. provides that those permits, when issued for public property locations, will not be valid within designated areas for certain events when City Council declares the event to be a special event and defines the designated area.

The Parade will be held on Monday, January 18, 2016, over a route beginning at Third Avenue and Dr. Martin Luther King, Jr. Street South, proceeding north to Central Avenue and then east on Central Avenue to Bayshore Drive, north to Fifth Avenue Northeast, then east to Vinoy Park. The Parade is the only EXPO event that requires this declaration.

The City has in the past designated certain EXPO and Festival of States events as special events within the meaning of Section 16.70.030.1.5. C. 1.

The MLK Association is requesting that the Parade designated area extend two blocks on either side of the parade route and two blocks in all directions from each terminus of the Parade route, from 8:00 a.m. to 4:30 p.m. on Monday, January 18, 2016.

Adoption of the attached resolution will declare the Parade which will take place on January 18, 2016, to be a special event within the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code and will delineate the boundaries and the time within which the special event declaration is to be effective.

Attachment: Resolution

Resolution No. 2015-_____

A RESOLUTION DECLARING AMERICA'S 31ST ANNUAL NATIONAL DR. MARTIN LUTHER KING, JR. DRUM MAJOR FOR JUSTICE PARADE WHICH IS TO TAKE PLACE ON JANUARY 18, 2016, TO BE A SPECIAL EVENT WITHIN THE MEANING OF SECTION 16.70.030.1.5. C. 1. OF THE ST. PETERSBURG CITY CODE; DELINEATING BOUNDARIES AND TIME WITHIN WHICH THE DECLARATION IS TO BE EFFECTIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 16.70.030.1.5. of the St. Petersburg City Code establishes the regulations for pushcart vending permits; and

WHEREAS, Section 16.70.030.1.5. C. 1. provides that those permits, when issued for public property locations, will not be valid within designated areas for certain events when City Council declares the event to be a special event and designates the area; and

WHEREAS, the Martin Luther King, Jr., Holiday & Legacy Association, Inc., sponsor of the Gulf of St. Petersburg B.L.A.C.K. (Black Legacy in America Celebrating King), "Arts, Bandfest, & Drumline Multi-Cultural EXPO"TM has requested that America's 31st Annual National Dr. Martin Luther King, Jr. Drum Major for Justice Parade which will take place on January 18, 2016, be declared a special event; and

WHEREAS, this City Council is in agreement with this request.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that America's 31st Annual National Dr. Martin Luther King, Jr. Drum Major for Justice Parade ("Parade") to be held on Monday, January 18, 2016, is declared to be a special event within the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code; and

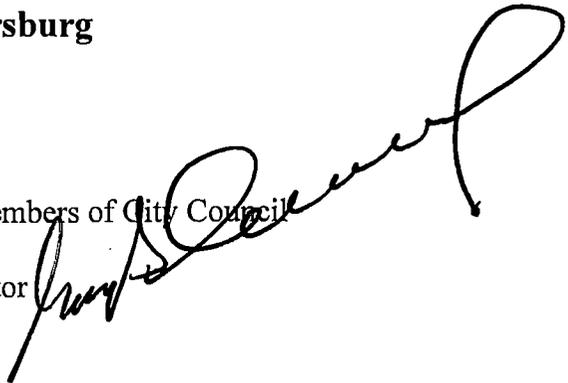
BE IT FURTHER RESOLVED that the boundaries within which the special event declaration is to be effective are two blocks on either side of the Parade route beginning at Third Avenue and Dr. Martin Luther King, Jr. Street South, proceeding north to Central Avenue and then east on Central Avenue to Bayshore Drive, north to Fifth Avenue Northeast, east to Bayshore Drive Northeast, then east to Vinoy Park and two blocks in all directions from each terminus of the Parade route, from 8:00 a.m. to 4:30 p.m.; and

BE IT FURTHER RESOLVED that pushcart vending permits issued for public property locations pursuant to Section 16.70.030.1.5. of the St. Petersburg City Code shall not be valid within the designated area during the time period set forth above.

Legal: _____ This resolution shall become effective immediately upon its adoption.

MEMORANDUM
City of St. Petersburg

To: Hon. Charlie Gerdes, Chair, and Members of City Council

From: Gary G. Cornwell, City Administrator 

Date: November 19, 2015

Subject: Funding Proposals – RV Bellows and High Speed Ferry Service

In the recent Council Committee of the Whole regarding allocation of BP Settlement Funds, Council asked administration to provide additional details concerning two allocations requested by Mayor Kriseman – an allocation of \$250,000 for a contributing payment to replace the Florida Institute of Oceanography's (FIO) research vessel, Bellows, and a \$350,000 allocation as a contributing stakeholder for a pilot project to provide high-speed ferry service between downtown St. Petersburg and downtown Tampa. Although decisions on most BP Funds allocations are being delayed pending further study at this time, both of these requests involve also seeking funding from the state legislature, and thus are requested for consideration at this time.

RV Bellows

Drs. Hogarth and Dixon from FIO recently forwarded to Council a detailed outline of the costs, economic benefits, and required funds to purchase a replacement for the RV Bellows. Rather than restate this information, I have attached it to this memorandum. As the Bellows was used extensively for research during and after the BP spill, use of BP funds to assist in the replacement of the vessel is certainly appropriate. In last year's legislative session, funds for the replacement Bellows were not approved by the State, as there were no local jurisdictions contributing to the funding. This allocation request of \$250,000 is to show the City's support for this year's legislative ask, in the hope of increasing the likelihood of state funding. The replacement cost for the Bellows is approximately \$6.2 million; of that, FIO member partners have already pledged \$3.2 million, leaving the legislative ask at \$3.0 million (not including the City allocation, if approved). Contributing member partners of FIO are:

Florida Institute of Oceanography
University of South Florida
University of West Florida
Florida Atlantic University
Florida Gulf Coast University

University of North Florida
University of Florida
Florida International University
Florida A&M University
University of Central Florida
Florida State University
Eckerd College
Florida Institute of Technology
Nova Southeastern University

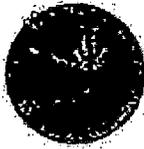
In addition to the institutions mentioned above, a private donor provided funds for the design work of the replacement vessel. As indicated earlier by Mayor Kriseman, the City allocation would only be granted if the purchase of the replacement vessel was assured.

High Speed Ferry

Provision of a high speed passenger ferry service between downtown St. Petersburg and downtown Tampa has been a topic of discussion for the last few years. Administration is currently preparing a Request for Qualifications (RFQ) solicitation for a firm to design, construct, operate and maintain such a ferry service as a pilot program which would be in operation from October 2016 through March 2017. We expect to issue the RFQ in early December. Firms responding to the solicitation would be rank-ordered by an evaluation team, and Administration would then seek City Council authorization to negotiate an agreement with the top-ranked firm. We estimate such a pilot project to cost between \$1.0 million to \$1.5 million, depending upon the number of ferries in service, the operating hours, and the proposed boarding/landing sites. Our requested BP allocation for this pilot program is \$350,000; we plan on requesting Pinellas County, Hillsborough County, the City of Tampa to at a minimum match this contribution. At this point, no firm commitments from these partners have been received; however, we expect that acceptance of an entity to conduct the pilot program would increase the likelihood of additional commitments. Any such contributing funds might be offset by a legislative contribution, which we intend to seek. Again, no City funds would be utilized unless the pilot program is actually approved and implemented.

Please contact me if you have any questions.

cc: Mayor Rick Kriseman
Deputy Mayor Kanika Tomalin
Chan Srinivasa, City Clerk



FLORIDA INSTITUTE OF OCEANOGRAPHY

830 First Street South
St. Petersburg, Florida 33701
Telephone: (727) 553-1100
Fax: (727) 553-1109



November 17, 2015

Chairman Gerdes
St. Pete City Council
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

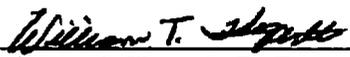
Dear Chairman Gerdes and the Members of the City Council:

Thank you very much for your consideration and expressions of strong support for the request to assist with the much needed funding to replace the FIO's Research Vessel Bellows, which homeports here in St. Petersburg. With an earlier than normal state legislative session rapidly approaching, we are writing to ask if there is any mechanism by which the Council could expedite its approval of the funding. Securing this funding from the City prior to the start of the Legislative Session in early January would demonstrate strong local support for the funding as our teams work to secure the critical state funding to complete the project, which will have such a positive economic and scientific impact on our City and the entire State of Florida.

Attached is additional information regarding the project should it prove useful to you in your deliberations, and please do not hesitate to contact one of us at (727) 553-3542 if we can provide any additional information or assist in anyway. Your consideration of this request would be greatly appreciated.

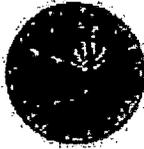
Thank you, once again, for the tremendous leadership you provide for our City.

Sincerely,


William T. Hogarth, Ph.D.
Director
Florida Institute of Oceanography


Jacqueline Dixon, Ph.D.
Chair, FIO Executive Council and
Dean, USF College of Marine Science

cc:
Rick Kriseman, Mayor of City of St. Petersburg



FLORIDA INSTITUTE OF OCEANOGRAPHY

830 First Street South
St. Petersburg, Florida 33701
Telephone: (727) 553-1100
Fax: (727) 553-1109



October 14, 2015

Mayor Rick Kriseman
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Dear Mayor Kriseman,

On behalf of the Florida Institute of Oceanography (FIO), we would like to express our gratitude for your support to fund the much needed replacement of the aging "workhorse" *Research Vessel Bellows*. The 46 year old *R/V Bellows*' one of FIO's two major research vessels provides a unique platform for shallow water research that the *R/V Weatherbird II* cannot accomplish. The *R/V Bellows* will soon be decommissioned due to the mounting safety concerns for the thousands of researchers and students who utilize it each year.

Since 2009, she has served over 5,500 undergraduate and graduate students across the State of Florida working along Florida's estuaries and coastlines as a floating laboratory and plays a critical role transporting researchers from notable programs such as the Center for Prediction of Red Tides gathering data along Florida's coast. This program assess, predicts and minimizes the effects of complex red tide formation and persistence in an effort to protect Florida's citizens in areas of public health, tourism and boating industries.

With Florida's economy largely based on tourism and agriculture, and with ever-growing coastal populations and associated development, it can be said that no aspect of Florida's economic health goes untouched by Florida's oceans. In 2012, oceanomics.org estimated over 500,000 jobs are being supported by ocean resources—Florida's marine resources contributed approximately \$30 billion to the economy, much greater than citrus, cattle, ranching and space industry combined (\$14.5B).

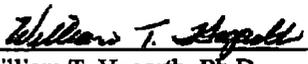
On a more micro scale, FIO is contributing to the local economy in St. Petersburg. FIO spends locally approximately between ~\$350,000 to \$500,000 annually to maintain and operate the *R/V Bellows*. Without the investment of the replacement vessel, FIO, the local economy and State will be negatively impacted; permanent job loss of the 4 crew members, loss of revenue to local businesses (i.e. food, fuel), and potential loss of grant funds of millions of dollars from the State, Federal and Private Entities into Florida.

FIO and its member institutions that utilize the vessel have committed \$3.2M which will reduce the original State PECO request of \$6.2M. While FIO was fortunate to be designated as the Gulf Coast State Entity to administer the Centers of Excellence Grants Program, use of those funds for infrastructure and capital are prohibited under the RESTORE Act as these funds administered by FIO can only be used for research as outlined in the Act.

We very much appreciate the support from the City of St. Petersburg and for understanding the need for a state-of-the-art oceanographic research vessel that will service residents, local business owners, and the marine science community who reside and conduct business in the City of St. Petersburg.

If you have any questions, please feel free to contact us at (727) 553-3542.

Sincerely,


William T. Hogarth, Ph.D.
Director
Florida Institute of Oceanography


Jacqueline Dixon, Ph.D.
Chair, FIO Executive Council and
Dean, USF College of Marine Science

cc:
Rick Kriseman, Mayor of City of St. Petersburg



State University System Florida Institute of Oceanography Research Vessel Replacement

RETURN ON INVESTMENT

- ✓ The R/V Bellows has logged 638 total trips since July 2009, of which 315 were SUS cruises. A vessel this size is crucial for maintaining the health and sustainability of Florida's coastal waters.
- ✓ More than 3,300 undergraduates who used FIO facilities have remained in STEM fields after graduating.
- ✓ Over 5,645 undergraduate and 510 graduate students have used FIO facilities for teaching and research each year.
- ✓ Supporting more than 40 days at sea for K-12 teachers and provide more than 1,000 hours of certification, and hands-on training.
- ✓ Over \$110 million in grants received from State, Federal and Private entities have been enabled by FIO.
- ✓ Over 475 peer-reviewed publications, 26 books/book chapters, 67 dissertations, 240 conference proceedings, 62 technical/other reports, and 5 programs/films have used FIO resources.
- ✓ FIO researchers have been internationally recognized for their research involved with the 2010 Deepwater Horizon Oil Spill, recently secured more than \$40 million in RESTORE Act research funds.

DEMAND METRICS

- The R/V Bellows is a 45 year old vessel that has been determined to be near the end of safe operations as an ocean going vessel. The project was designated as the Board of Governors' No. 1 PECO priority in 2015-2016.
- Without R/V Bellows, FIO loses \$500,000 - \$750,000 in revenue each year. Potential loss of large grants released by the Gulf Of Mexico Research Initiative (GOMRI) Consortia and RESTORE Act opportunities.
- U.S. Congress designated FIO as the Gulf Coast State Entity to administer the Florida Center of Excellence in the RESTORE Act. RESTORE Act and other grant funds CANNOT be used to purchase a new vessel.
- FIO has received over \$4 million resulting from the 1st phase of the civil settlement under the RESTORE Act to operate a Grant Program with funds awarded September 2015. An additional \$22 million expected to flow to FIO in the next 10-16 years resulting from the BP civil settlements.

REQUEST

Total project budget:	<u>\$ 6.2 M</u>
FIO Members Contribution:	\$ 3.2 M
Remaining Need:	\$ 3.0 M

For additional information contact:
Bill Hogarth, Ph.D.
Director, Florida Institute of Oceanography
billhogarth@usf.edu (727)553-3542

GRANT AGREEMENT

THIS GRANT AGREEMENT (“**Agreement**”) is made and entered into on the ___ day of _____, 2015~~9~~ (“**Effective Date**”), by and between the City of St. Petersburg, Florida, a municipal corporation, existing by and under the laws of the State of Florida, (“**City**”), and the University of South Florida Board of Trustees, a public body corporate of the State of Florida on behalf of the Florida Institute of Oceanography (“**USF**”) (collectively, “**Parties**”).

WITNESSETH:

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

1. **TERM.** The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall expire on December 31, 2019, subject to earlier termination as set forth below.
2. **GRANT OF MONEY.** The City shall, in accordance with the terms and conditions of this Agreement, convey up to Two Hundred and Fifty Thousand Dollars (\$250,000) to USF (“**Grant Funds**”) for the purpose of augmenting the funding required for the acquisition of a vessel to replace the Florida Institute of Oceanography’s Research Vessel R/V Bellows (“**Vessel**”). The Grant Funds shall only be used for that purpose. The City shall disburse the Grant Funds at such time as USF has satisfied the conditions precedent set forth herein. The City’s obligations hereunder are for an amount up to the maximum Grant Funds, necessary to accomplish the acquisition of the Vessel, after USF has made the certification set forth in Paragraph 3, below. In the event USF does not utilize any, or all of the Grant Funds, upon delivery of the Vessel, USF shall refund the unused funds to the City.
3. **PAYMENT OF GRANT FUNDS.** The City shall pay \$250,000 to USF upon written certification to the City by USF on or before December 31, 2016, that USF has unrestricted access to funding necessary to pay for the entire cost of acquisition of the Vessel.
4. **FUNDING CONDITIONS.** The award, retention and use of the Grant Funds from the City is conditioned upon the satisfaction of the following conditions (“**Funding Conditions**”):
 - A. USF makes the certification required in Paragraph 3, above.
 - B. USF commences its process to contract for the construction of the Vessel in a timely manner and continues to expeditiously pursue construction and delivery of the Vessel prior to the expiration of the Term.
 - C. USF takes delivery of the Vessel on or before the expiration of the Term.
5. **TERMINATION.** In the event USF fails to comply with the above Funding Conditions, and there is no reasonable set of circumstances wherein USF will take delivery of the

Vessel as contemplated, USF shall refund the total amount of the Grant Funds to the City upon demand.

6. **COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue, including but not limited to Florida public records laws.
7. **INDEMNIFICATION.** To the extent permitted by applicable law, USF shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly: (i) the performance of this Agreement (including any amendments thereto) by USF, its employees, agents, representatives, contractors, subcontractors, or volunteers; (ii) the failure of USF, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with applicable laws; (iii) any negligent act or omission of the USF, its employees, agents, representatives, contractors, subcontractors, or volunteers; (iv) any reckless or intentional wrongful act or omission of the USF, its employees, agents, representatives, contractors, subcontractors or volunteers; or (v) use of the Vessel. Notwithstanding the foregoing, nothing herein shall be deemed a waiver by USF of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. **DUE AUTHORITY.** Each party to this Agreement represents and warrants to the other party that (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement, (ii) each person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.
9. **ASSIGNMENT.** USF shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.
10. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

11. **NOTICES.** Any notice, demand, request or other instrument which may be or is required to be given or delivered under this Agreement shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of the City and USF as set forth in this paragraph. Such address may be changed by providing written notice to the other party in accordance with this paragraph. The parties acknowledge that copies of any notice sent by facsimile or e-mail are for convenience only, and shall not be deemed to be proper notice required hereunder

If to USF addressed to:

University of South Florida
Office of the General Counsel
4202 E. Fowler Ave., CGS 351

Tampa, FL 33620

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— If to the City addressed to:

City Administrator
City of St. Petersburg, Florida
175 5th St. N.
St. Petersburg, FL 33701

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12. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Agreement.

13. **APPLICABLE LAW, VENUE AND JURISDICTION.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of

improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

14. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.
15. **NO THIRD PARTY BENEFICIARY.** Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
16. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
17. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by the City and reviewed by the USF and its professional advisors. The City, USF, and USF's professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of either the City or USF or against the City or USF merely because of their efforts in preparing it.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by the Parties.
19. **SEVERABILITY.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
20. **NON-APPROPRIATION.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad-valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
21. **CITY CONSENT AND ACTION.**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

22. **SURVIVAL.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

23. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

**University of South Florida Board of Trustees,
A public body corporate of the State of Florida
on behalf of the Florida Institute of Oceanography**

Witnesses:

Sign: _____
Print: _____

By: _____
Print: _____
Title: _____

Sign: _____
Print: _____

By: _____
Dr. William T. Hogarth, Director
Florida Institute of Oceanography

Witnesses:

Sign: _____
Print: _____

Sign: _____
Print: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
As its: _____

ATTEST: _____
Chandrasasa Srinivasa, City Clerk

(SEAL)

Approved as to Content and Form:

City Attorney or Designee

By: _____
Assistant City Attorney

Legal: 0025258337+.doc Build V. 43

Resolution No. 2015- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE OF THE STATE OF FLORIDA ON BEHALF OF THE FLORIDA INSTITUTE OF OCEANOGRAPHY (“USF”) TO PROVIDE FINAL FUNDING NOT TO EXCEED \$250,000, FOR ACQUISITION OF A VESSEL TO REPLACE THE FLORIDA INSTITUTE OF OCEANOGRAPHY MARINE SCIENCES RESEARCH VESSEL R/V BELLOWS (“VESSEL”), AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE MAYOR OR HIS DESIGNEE AND THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION OF \$250,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT (370-2609); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is the recipient of funds in settlement of the 2010 Deepwater Horizon oil spill in the Gulf of Mexico; and

WHEREAS, the Florida Institute of Oceanography (“FIO”), through the use of its research vessels, oceanographic staff and land based facilities, participated in scientific research of the 2010 Deepwater Horizon oil spill; and

WHEREAS, FIO has been based in Bayboro Harbor since 1978; and

WHEREAS, FIO has requested that the City use \$250,000 of the settlement funds to assist in acquiring a replacement for its research vessel R/V Bellows; and

WHEREAS, R/V Bellows, is a 71-foot vessel, that has been utilized by scientists and students for more than three decades to study Florida’s estuaries and coastlines as a floating laboratory, with 10 berths for scientists, and is need of replacement; and

WHEREAS, the City is amenable to assisting FIO, provided it is successful in obtaining the rest of the funds necessary to acquire the replacement vessel; and

WHEREAS, a supplemental appropriation in the amount of \$250,000 from the unappropriated balance of the General Fund (0001) to the Planning & Economic Development Department (370-2609) 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 execute a grant agreement with the University of South Florida Board of Trustees, a public body corporate of the State of Florida on behalf of the Florida Institute of Oceanography (“USF”) to provide final funding not to exceed \$250,000, for acquisition of a vessel to replace the Florida Institute of Oceanography Marine Sciences Research Vessel R/V Bellows (“Vessel”), and to execute all other documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that the Mayor or his designee and the City Attorney are authorized to make non-substantive changes to the agreement; and

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund for fiscal year 2016:

<u>General Fund (0001)</u>	
Planning & Economic Development Department (370-2609)	\$250,000

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: _____ Administration: _____

Budget: _____

Legal: 00252765.doc V. 43

REVISED
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ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Renewing a blanket purchase agreement with All American Concrete, Inc. for SAN (Sanitary) Sewer Repair & Replacement for the Water Resources Department and Engineering Department in the amount of \$2,167,000 for FY 2016.

Explanation: On December 19, 2013, City Council approved of a two-year blanket purchase agreement with All American Concrete, Inc., in the amount of \$1,650,000 for the SAN Pipe Rehab & Replacement FY14 (14247) effective through December 31, 2015, with three one-year renewal options. On July 23, 2015 City Council approved Change Order No. 1 for an increase in the amount of \$690,000 for FY2015 based on budgeted funds. This is the first renewal and increases the agreement by \$2,167,000 for a new contract sum of \$6,157,000.

The work consists of on-going repair and replacement of the City's gravity and pressurized wastewater collection system and associated restoration work. This agreement is part of the Water Resources Department's strategy for the renewal/rehabilitation of the wastewater collection system utilizing open-cut and trenchless methods under annual contracts to supplement the Department's maintenance staff.

Recommendation: All American Concrete, Inc. has agreed to uphold the prices, terms and conditions of Bid No. 7483A dated October 16, 2013. Administration recommends renewal of the agreement based upon the vendor's past satisfactory performance. The Procurement Department, in cooperation with the Water Resources Department and Parks and Recreation Department recommends renewal in the amount of \$2,167,000

All American Concrete, Inc.....\$2,167,000

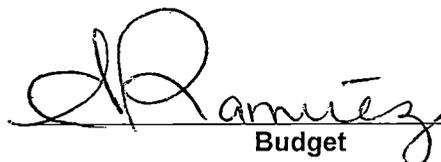
Cost/Funding/Assessment Information: Funds are available in the Water Resources Capital Projects Fund (4003), SAN Pipe Repair & Replacement FY16 (Project 15281) not to exceed \$2,150,000, and in the Recreation and Culture Improvement Fund (3029), Parks Restroom Renovation/Imps Project (Engineering/CID Project No. 15221-017; Oracle No.14651) not to exceed \$17,000.

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENT (BLANKET AGREEMENT) WITH ALL AMERICAN CONCRETE, INC. FOR SANITARY SEWER REPAIR & REPLACEMENT FOR FY 2016 AT A TOTAL COST NOT TO EXCEED \$2,167,000 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, On December 19, 2013 City Council approved the award of a two-year agreement (Blanket Agreement) with three one-year renewal options to All American Concrete, Inc. for Sanitary Sewer Repair & Replacement FY 2016 pursuant to Bid No. 7483A dated October 16, 2013; and

WHEREAS, the City desires to exercise the first one-year renewal option to the Agreement; and

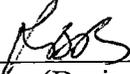
WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal option to the Agreement with All American Concrete, Inc. for Sanitary Sewer Repair & Replacement FY 2016 at a total cost not to exceed \$2,167,000 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

BE IT FURTHER RESOLVED that this renewal will be effective through December 31, 2016.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Authorizing the Mayor or his designee to execute a one year contract extension from October 10, 2015 through October 9, 2016 and to increase the contract amount with Rowland, Inc., in the amount of \$455,000 for the Sanitary Sewer Manhole Rehabilitation Annual Contract – FY 2016 Project, for a total contract amount of \$1,328,500. (Engineering Project No. 14007-311; Oracle No. 15283).

Explanation: On January 23, 2014, the City of St. Petersburg ("City") approved a contract with Rowland, Inc. in the amount of \$428,500 for the Sanitary Sewer Manhole Rehabilitation Annual Contract – FY 2014 Project. The contract was executed on February 12, 2014 for an initial term of two hundred and forty (240) days and included a provision allowing the parties to extend the contract for up to two (2) additional terms beyond the initial term.

On December 4, 2014, the City renewed the contract with Rowland, Inc. in the amount of \$445,000 for the Sanitary Sewer Manhole Rehabilitation Annual Contract – FY 2015 Project for a one year term from October 10, 2014 through October 10, 2015 for a total contract price of \$873,500.

The work consisted of furnishing all labor, materials and equipment necessary to rehabilitate deteriorated sanitary sewer manholes utilizing a variety of interior coatings, dependent upon existing internal conditions. Repair locations are issued to the contractor on a work order basis, to address citywide priority repairs as determined by the Water Resources and Engineering and Capital Improvements Departments. Manhole interior coating provides a cost effective method of restoring the integrity of deteriorated brick and concrete sanitary sewer manholes under roadways, without the need for dewatering, sheeting and shoring, excavating and roadway replacement. The work includes traffic control, cleaning, adjustment/replacement of manhole covers, application of manhole interior coating, and restoration of right-of-way.

Rowland, Inc. has agreed to a one year contract extension for FY 2016, with no increase in unit prices. The contract extension will benefit the City by a reduction in project expenses for bidding the work, and avoids a possible increase in construction costs. Further, Rowland, Inc. has demonstrated their ability to perform the work in accordance with the contract requirements. This contract extension will increase the total contract amount to \$1,328,500 and extend the contract from October 10, 2015 through October 9, 2016.

Recommendation: Administration recommends authorizing the Mayor or his designee to execute a contract extension and increase to the contract amount with Rowland, Inc., in the amount of \$455,000 for the Sanitary Sewer Manhole Rehabilitation Annual Contract – FY 2016 Project, for a total contract amount of \$1,328,500. (Engineering Project No. 14007-311; Oracle No. 15283).

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Manhole Rehab FY14 Project (14249), SAN Manhole Rehab FY15 Project (14804), and SAN Manhole Rehab FY16 Project (15283).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A ONE YEAR CONTRACT EXTENSION AND TO INCREASE THE CONTRACT AMOUNT WITH ROWLAND, INC., IN THE AMOUNT OF \$455,000.00 FOR THE SANITARY SEWER MANHOLE REHABILITATION ANNUAL CONTRACT -FY 2016 PROJECT, FOR A TOTAL CONTRACT AMOUNT OF \$1,328,500.00 AND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2014, City Council approved a contract with Rowland, Inc. in the amount of \$428,500.00 for the Sanitary Sewer Manhole Rehabilitation Annual Contract – FY 2014 Project (“Project”) to address citywide priority repairs as determined by the Water Resources and Engineering and Capital Improvements Departments; and

WHEREAS, the contract was executed on February 12, 2014 for an initial term of two hundred and forty (240) days and included a provision allowing the parties to extend the contract for up to two (2) additional terms beyond the initial term; and

WHEREAS, on December 4, 2014 City Council approved an extension of the contract from October 10, 2014 through October 10, 2015 and increased the total amount of the contract to \$873,500.00; and

WHEREAS, Rowland, Inc. has agreed to extend the contract for one year for FY 2016 with no upward adjustments in unit prices from October 10, 2015 through October 9, 2016; and

WHEREAS, the Administration recommends increasing the contract amount by \$455,000.00 for a total contract amount of \$1,328,500.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute a one year contract extension and to increase the contract amount with Rowland, Inc., in the amount of \$455,000.00 for the Sanitary Sewer Manhole Rehabilitation Annual Contract – FY 2016 Project for a total contract amount of \$1,328,500.00 (Engineering Project No. 14007-211, Oracle No. 14804).

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

TO: The Honorable Charlie Gerdes, Chair and Members of City Council

SUBJECT: A Resolution approving a one year contract extension from January 24, 2016 through January 23, 2017 and approving an increase to the contract with Layne Inliner, LLC, in the amount of \$2,350,000 for the Sanitary Sewer CIPP Lining Annual Contract – FY 2016 Project, for a total contract amount of \$4,220,000 (Engineering Project No. 15030-211; Oracle No. 15282); and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

EXPLANATION: On April 16, 2015, City Council approved a contract with Layne Inliner, LLC in the amount of \$1,870,000 for the Sanitary Sewer CIPP Lining Annual Contract – FY 2015 Project. The contract was executed on May 28, 2015 for an initial term of two-hundred-forty (240) days, and included a provision allowing the parties to extend the contract for up to two (2) additional one (1) year terms.

The work consisted of furnishing all labor, materials and equipment necessary to restore deteriorated 8-inch to 48-inch diameter sanitary sewer gravity pipe utilizing the trenchless Cured-in-Place-Pipe (CIPP) lining method. Repair locations are issued to the contractor on a work order basis, to address citywide priority repairs as determined by the Water Resources and Engineering and Capital Improvements Departments. CIPP lining provides a cost effective method of restoring the structural capacity and flow characteristics of deteriorated clay and concrete gravity sanitary sewer pipe under roadways, without the need for dewatering, sheeting and shoring, excavating, and roadway replacement. The work includes traffic control, bypass pumping for diversion of sanitary sewer flows, pipe cleaning, closed circuit television video inspection, construction of cured in place fiberglass pipe lining, and restoration of right-of-way.

Layne Inliner, LLC has agreed to a one year contract extension for FY2016 with no increase in unit prices. The contract extension will benefit the City by a reduction in project expenses for bidding the work, and avoids a possible increase in construction costs. Further, Layne Inliner, LLC has demonstrated their ability to perform the work in accordance with the contract requirements. Administration recommends increasing the contact amount by \$2,350,000 for a total contract amount of \$4,220,000, and extending the contract from January 24, 2016 through January 23, 2017.

RECOMMENDATION: Administration recommends approving a one year contract extension from January 24, 2016 through January 23, 2017 and approving an increase to the contract amount with Layne Inliner, LLC, in the amount of \$2,350,000 for the Sanitary Sewer CIPP Lining Annual Contract – FY 2016 Project, for a total contract amount of \$4,220,000 (Engineering Project No. 15030-211; Oracle No. 15282) and

authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN CIPP Lining FY16 Project (15282).

ATTACHMENTS: Resolution

APPROVALS:
sm

Thomas B. Rubin
Administrative

Danielle
Budget

Resolution No. _____

A RESOLUTION APPROVING A ONE YEAR CONTRACT EXTENSION FROM JANUARY 24, 2016 THROUGH JANUARY 23, 2017 AND APPROVING AN INCREASE TO THE CONTRACT WITH LAYNE INLINER, LLC, IN THE AMOUNT OF \$2,350,000 FOR THE SANITARY SEWER CIPP LINING ANNUAL CONTRACT - FY 2016 PROJECT, FOR A TOTAL CONTRACT AMOUNT OF \$4,220,000 (ENGINEERING PROJECT NO. 15030-211; ORACLE NO. 15282); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 16, 2015, City Council approved a contract with Layne Inliner, LLC in the amount of \$1,870,000 for the Sanitary Sewer CIPP Lining Annual Contract - FY 2016 Project ("Project") to address citywide priority repairs as determined by the Water Resources and Engineering and Capital Improvements Departments; and

WHEREAS, the contract was executed on May 28, 2015 for an initial term of two hundred and forty (240) days and included a provision allowing the parties to extend the contract for up to two (2) additional one (1) year terms; and

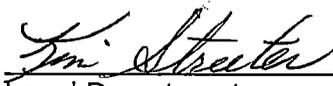
WHEREAS, Layne Inliner, LLC has agreed to extend the contract for one year for FY 2016 with no upward adjustments in unit prices from January 24, 2016 through January 23, 2017; and

WHEREAS, the Administration recommends increasing the contract amount by \$2,350,000 for a total contract amount of \$4,220,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a one year contract extension from January 24, 2016 through January 23, 2017 and an increase to the contract amount with Layne Inliner, LLC, in the amount of \$2,350,000 for the Sanitary Sewer CIPP Lining Annual Contract - FY 2016 Project, for a total contract amount of \$4,220,000 is hereby approved (Engineering Project No. 15030-211; Oracle No. 15282), and the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

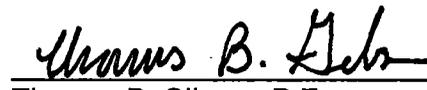
This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department
By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.
Engineering Director



Tom Greene
Budget Director

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

TO: The Honorable Charlie Gerdes, Chair and Members of City Council

SUBJECT: A Resolution approving the final contract extension from the end of the term of the first extension through September 25, 2016 and approving an increase to the contract with Layne Inliner, LLC in the amount of \$1,145,000, for the Cured-in-Place Stormwater Pipe Rehabilitation Project, for a total contract amount of \$1,740,000; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction (Engineering Project No. 13051-110; Oracle No. 15075).

EXPLANATION: On January 9, 2014, City Council approved a contract which could be extended for two additional terms beyond the initial term with Layne Inliner, LLC in the amount of \$360,000 for the Cured-in-Place Stormwater Pipe Rehabilitation Project.

On December 3, 2014, the City administratively approved an increase in the contract with Layne Inliner, LLC in the amount of \$15,000, increasing the contract amount to \$375,000.

On January 8, 2015, the City amended the contract with Layne Inliner, LLC to extend the term and increase the contract amount to \$220,000 for the Cured-in-Place Stormwater Pipe Rehabilitation Project for a total contract price of \$595,000.

The work consisted of furnishing all labor, materials and equipment necessary to rehabilitate deteriorated 12-inch to 72-inch diameter stormwater gravity pipe utilizing the trenchless Cured-in-Place-Pipe (CIPP) lining method. Repair locations are issued to the contractor on a work order basis, to address citywide priority repairs as determined by the Stormwater, Pavement and Traffic Operations and the Engineering and Capital Improvements Departments. CIPP lining provides a cost effective method of restoring the structural capacity and flow characteristics of deteriorated corrugated metal and sectional concrete drainage pipe under roadways, without the need for dewatering, sheeting and shoring, excavating and roadway replacement. The work includes traffic control, pipe cleaning, closed circuit television inspection, cured in place fiberglass pipe lining, and restoration of right-of-way.

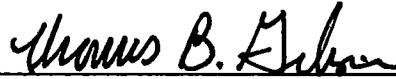
Lane Inliner, LLC has agreed to a final contract extension for FY2016 with no increase in unit prices. The contract extension will benefit the City by a reduction in project expenses for bidding the work, and avoids a possible increase in construction costs. Further, Layne Inliner, LLC has demonstrated their ability to perform the work in accordance with the contract requirements. This contract will increase the total contract amount to \$1,740,000, and extend the contract for a final term through September 25, 2016.

RECOMMENDATION: Administration recommends approving the final contract extension from the end of the term of the first extension through September 25, 2016 and approving an increase to the contract amount with Layne Inliner, LLC by \$1,145,000 for a total contract amount of \$1,740,000; authorizing the Mayor to execute all documents necessary to effectuate this transaction (Engineering Project No. 13051-110; Oracle No. 15075).

COST/FUNDING/ASSESSMENT INFORMATION: Funds for the original contract were previously appropriated for \$595,000 to Layne Inliner, LLC in the amounts of \$15,000 in the Stormwater Utility Operating Fund (4011.400.1293), \$110,000 from the Drainage Line Rehab FY13 Project (13731), \$250,000 from the Drainage Line Rehab FY14 Project (14119) and \$220,000 from the Drainage Line Rehab FY15 Project (14641) in the Stormwater Drainage Capital Projects Fund (4013). Upon approval, the contract will include a contract extension as well as an additional \$695,000 appropriated from the Drainage Line Rehab Replacement FY16 Project (15075) in the Stormwater Drainage Capital Improvement Fund (4013) and \$450,000 appropriated from the Drainage Line Rehab/Replacement FY16 Project (15075) in the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027).

ATTACHMENTS: Resolution

APPROVALS:
sm



Administrative



Budget

Resolution No. _____

A RESOLUTION APPROVING THE FINAL CONTRACT EXTENSION FROM THE END OF THE TERM OF THE FIRST EXTENSION THROUGH SEPTEMBER 25, 2016 AND APPROVING AN INCREASE TO THE CONTRACT WITH LAYNE INLINER, LLC IN THE AMOUNT OF \$1,145,000, FOR THE CURED-IN-PLACE STORMWATER PIPE REHABILITATION PROJECT, FOR A TOTAL CONTRACT AMOUNT OF \$1,740,000; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE (ENGINEERING PROJECT NO. 13051-110; ORACLE NO. 15075).

WHEREAS, on January 9, 2014, City Council approved a contract which could be extended for two additional terms beyond the initial term with Layne Inliner, LLC in the amount of \$360,000 for the Cured-in-Place Stormwater Pipe Rehabilitation Project ("Project") to address citywide priority repairs as determined by the Water Resources and Engineering and Capital Improvements Departments; and

WHEREAS, the City administratively approved an increase in the contract in the amount of \$15,000, increasing the total amount of the contract to \$375,000; and

WHEREAS, the City, on January 8, 2015 approved the First Renewal term in the amount of \$220,000 for a total contract amount of \$595,000; and

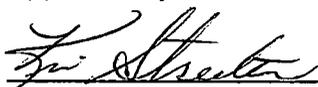
WHEREAS, the parties desire to extend the contract for the final extension until September 25, 2016; and

WHEREAS, Administration recommends increasing the contract amount by \$1,145,000 for a total contract amount of \$1,740,000 and extending the term until September 25, 2016.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the final contract extension from the end of the term of the first extension through September 25, 2016 and an increase to the contract amount with Layne Inliner, LLC in the amount of \$1,145,000 for a total contract amount of \$1,740,000 is hereby approved; and the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction. (Engineering Project No. 13051-110; Oracle No. 15075).

This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department

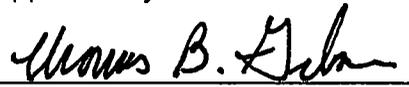
By: (City Attorney or Designee)



Tom Greene

Budget Director

Approved by:



Thomas B. Gibson, P.E.

Engineering Director

Resolution No. ____

A RESOLUTION TRANSFERRING AN UNENCUMBERED APPROPRIATION OF \$3,000,000 IN THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) FROM WRF IMPROVEMENTS FY16 (15127) TO THE SAN SEWER COLLECTION SYS FY16 (15125); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, increasing funding for sanitary sewer repair projects including manhole rehabilitation, pipe lining, and pipe repair and replacement (“Sanitary Sewer Repair Projects”) is a priority for Administration and City Council; and

WHEREAS, funding for the CNG Fueling Facility project is not currently needed due to changes in that project’s schedule; and

WHEREAS, three million dollars (\$3,000,000) previously designated for the CNG Fueling Facility project can be transferred to San Sewer Collection Sys FY16 (Project 15125) to provide additional funding for the Sanitary Sewer Repair Projects and Phase 2 of the Sanitary Sewer Flow Study; and

WHEREAS, in addition to such transfer, Administration has expressed its intent to budget a minimum of two million dollars (\$2,000,000) of additional funding per fiscal year for the Sanitary Sewer Repair Projects for Fiscal Years 2017 and 2018 (in addition to the projected funding for Sanitary Sewer Repair Projects included in the FY2016-20 Capital Improvement Plan).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the following transfer in the Water Resources Capital Projects Fund (4003) from WRF Improvements FY16 (15127) to San Sewer Collection Sys FY16 (Project 15125) is hereby approved:

WRF Improvements FY16 (15127)

Transfer To: San Sewer Collection Sys FY16 (Project 15125) \$3,000,000

This Resolution shall become effective immediately upon adoption.

Approved as to form and content:

City Attorney (designee)

Budget

ST. PETERSBURG CITY COUNCIL

Meeting of December 3, 2015

-
- TO:** The Honorable Charlie Gerdes, Chair, and Members of City Council
- SUBJECT:** ORDINANCE _____-H modifying the Comprehensive Plan to implement legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element.
- REQUEST:** It is requested that a proposed modification to the Local Government Comprehensive Plan related to the annual update of the Capital Improvements Element be approved.

Detailed analysis of the proposed modification is provided in the attached Staff Report to the Community Planning & Preservation Commission (City File LGCP-CIE-2015).

RECOMMENDATION:

Administration: The Administration recommends APPROVAL of the proposed ordinance.

Community Planning & Preservation Commission: On November 10, 2015 the Community Planning & Preservation Commission (CPPC) conducted a public hearing on this matter and voted unanimously 5 to 0 to recommend APPROVAL, based on consistency with the Comprehensive Plan.

Public Input: The Planning & Economic Development Department did not receive any phone calls, visitors or correspondence regarding these amendments.

Recommended City Council Action: 1) CONDUCT the first reading of the proposed ordinance; AND 2) SET the second reading and public hearing for December 17, 2015.

Attachments: Proposed Ordinance including CIP schedules, Staff Report and Roadway Data and Analysis.

ORDINANCE NO. ____-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL CAPITAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY GRANTS CAPITAL PROJECTS FUND (3004), NEIGHBORHOOD AND CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENTS FUND (3027), TRANSPORTATION IMPACT FEES CAPITAL PROJECTS FUND (3071), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL PROJECTS FUND (4043), AND PORT CAPITAL PROJECTS FUND (4093) FOR THE FISCAL YEARS 2016 THROUGH 2020; ADOPTING THE FDOT DISTRICT 7 ROAD CAPACITY PROJECTS REPORT FOR THE FISCAL YEARS 2016 THROUGH 2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, policies and objectives to guide the development and redevelopment of the City; and

WHEREAS, the City has adopted level of service (LOS) standards for potable water, sanitary sewer, drainage, solid waste, recreation and open space, transportation, and mass transit; and

WHEREAS, the Comprehensive Plan includes a Capital Improvements Element containing five-year capital improvement schedules of costs and revenue sources for capital improvements necessary to achieve and/or maintain the City's adopted LOS standards; and

WHEREAS, the Capital Improvements Element of the City's Comprehensive Plan, including the five-year capital improvement schedules of costs and revenue sources, must be reviewed by the City on an annual basis pursuant to F.S. § 163.3177(3)(b); and

WHEREAS, the City has reviewed the Capital Improvements Element for Fiscal Year 2015-2016 and has revised the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2016 through 2020, as set forth in Exhibits A through I attached to this ordinance; and

WHEREAS, the five-year capital improvement schedules of costs and revenue sources for the Florida Department of Transportation (FDOT) District 7 Road Capacity Projects have been reviewed and revised for Fiscal Years 2016 through 2020, as set forth in Exhibit J attached to this ordinance; and

WHEREAS, the City desires to modify its Capital Improvements Element to update the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2016 through 2020; and

WHEREAS, modifications of the Capital Improvements Element to update the five-year capital improvements schedules may be accomplished by ordinance pursuant to F.S. § 163.3177(3)(b); and

WHEREAS, under F.S. § 163.3177(3)(b), such modifications of the Capital Improvements Element to update the five-year capital improvements schedules may not be deemed to be amendments to the City's Comprehensive Plan; and

WHEREAS, the Community Planning and Preservation Commission has reviewed the proposed updated five-year capital improvements schedules of costs and revenue sources at a public hearing on November 10, 2015, and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the City Administration and the Community Planning and Preservation Commission, and the comments received during the public hearing conducted by the City Council on this matter, finds that the proposed modifications of the Capital Improvements Element to update the five-year capital improvements schedules are in the best interests of the City; now, therefore,

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Chapter 10, the Capital Improvements Element of the Comprehensive Plan, is hereby modified and updated by deleting pages CI15-CI25 containing the existing fund summaries for Fiscal Years 2015 through 2019, and by replacing such deleted pages with the attached Exhibits A through J containing the fund summaries for Fiscal Years 2016 through 2020:

<u>Exhibit</u>	<u>Fund Summary</u>
A	General Capital Improvement Fund (3001)
B	Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004)
C	Neighborhood & Citywide Infrastructure Capital Improvement Fund (3027)

- D Transportation Impact Fees Capital Projects Fund (3071)
- E Water Resources Capital Projects Fund (4003)
- F Stormwater Drainage Capital Projects Fund (4013)
- G Airport Capital Projects Fund (4033)
- H Marina Capital Projects Fund (4043)
- I Port Capital Projects Fund (4093)
- J FDOT District 7 Road Capacity Projects
(Exhibit J lists projects for which the City has no funding responsibility)

Section 2. 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.

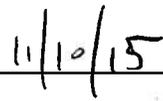
Section 3. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing of 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.

REVIEWED AND APPROVED AS TO
FORM AND CORRECTNESS:

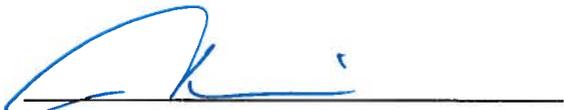
City File: LGCP-CIE-2015



City Attorney/Designee



Date



Planning & Economic Development Dept.



Date



Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on November 10, 2015
at **3:00 p.m.**, in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File #LGCP-CIE-2015

Request

City Administration requests that the Comprehensive Plan be modified to implement legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE). Florida law continues to require that the CIE and the schedule of capital improvements, also referred to as the Capital Improvement Program (CIP), be reviewed on an annual basis and modified as necessary.

Changes to the growth management laws in 2011 resulted in the following changes to the CIE modification process from prior years:

1. The CIP is no longer required to be financially feasible. (Regardless of this change, the City's budget remains in balance and the CIP continues to be financially feasible as explained further in this report and as reflected in the CIP schedules.)
2. The annual CIE update is now considered a modification to the Comprehensive Plan and not an amendment, therefore can now be adopted by ordinance. (Pursuant to the 2011 Community Planning Act, the City can modify its CIE faster as there is no longer state and regional agency review. The ordinance will continue to require public hearings by the Community Planning & Preservation Commission and City Council.)
3. Capital projects must be identified as either funded or unfunded and given a level of priority for funding. (All projects listed in the City's CIP are considered priority and are fully funded. There are no unfunded or partially funded projects in the City's budget.)

4. The statutory provisions for school concurrency were rescinded. At its September 7, 2011 meeting the Pinellas Schools Collaborative recommended that the County and municipalities work toward an updated Public Schools Interlocal Agreement to reflect the change. On July 26, 2012 the St. Petersburg City Council approved a new Public Schools Interlocal Agreement which rescinded school concurrency requirements while continuing the City's residential development reporting and school planning coordination responsibilities. On February 21, 2013 the St. Petersburg City Council approved modifications to the Comprehensive Plan which deleted provisions related to the implementation of school concurrency, including the requirement to adopt the Pinellas County School Board's Five Year Work Program by reference in the CIE Annual Update.

The attached proposed ordinance modifies the CIE and replaces the existing schedules with new five-year capital improvement schedules (Exhibits A through J) for FY 2016 through FY 2020. These ten schedules itemize projects over \$250,000 which maintain or improve the City's adopted LOS (level of service) standards for the following public facilities: potable water, sanitary sewer, solid waste, drainage, roadways/mass transit, and recreation and open space. It should be noted that several projects which fall below the \$250,000 threshold have also been included because they either support mobility or fund mobility within the City. Additional public facility capital projects related to the City's municipal airport, port and marina have also been included.

Concurrency

Concurrency means that the necessary public facilities and services to maintain the adopted LOS standards are available when the impacts of development occur. The schedules of capital improvements that are part of the CIE contain prioritized projects meant to ensure that adequate levels of service are maintained.

The City has adopted LOS standards for the following public facilities and services: potable water, sanitary sewer, solid waste, drainage, recreation and open space, and roadways/mass transit. The City is in the unique position of having excess public facility capacity, with the exception of portions of the drainage system and approximately two percent of the major street segments. The City's CIP projects generally fall under the category of "replacement" and "maintenance" rather than "new" facilities or even "expansion" of existing facilities, largely due to the built-out nature of St. Petersburg. The adopted LOS standards for all of the City's public facilities and services are being maintained.

Potable Water

Under the existing interlocal agreement with Tampa Bay Water (TBW), the City's 2014 potable water demand is approximately 27.7 million gallons per day (mgd). While the City's adopted LOS standard for potable water use is 125 gallons per capita per day, it is estimated that the actual per capita demand is 78 gallons per capita per day. With an overall potable water system capacity of 68 million gallons per day, there is more than adequate capacity to meet demand. Due to the excess capacity in the water system, no additional capital expenditures are anticipated beyond those concerning replacement and maintenance (see Exhibit E, Fund 4003).

Sanitary Sewer

In 2014, the City's aggregated sanitary sewer system capacity for its four wastewater treatment facilities was 68.4 mgd, while the average flow rate was 33.63 mgd, resulting in an estimated excess capacity of 34.77 mgd. In April of this year, the Albert Whitted Water Reclamation Facility was closed and the wastewater flow was transferred to the Southwest WRF, reducing the overall sanitary sewer system capacity to 56 mgd. Due to the excess capacity at the remaining three facilities, no additional capital expenditures are anticipated beyond those concerning replacement and maintenance (see Exhibit E, Fund 4003).

Sanitation/Solid Waste

Solid waste *collection* is the responsibility of the City, while all solid waste *disposal* is the responsibility of Pinellas County. The City and the County have the same designated level of service (LOS) of 1.3 tons per year per person, while there is no generation rate for nonresidential uses. The City's actual demand for solid waste service is approximately 1.0 tons per person per year, less than the adopted LOS standard. For 2014, the overall county demand for solid waste service was approximately 0.83 tons per person per year. The County currently receives and disposes of municipal solid waste, and construction and demolition debris generated throughout Pinellas County. The Pinellas County Waste-to-Energy (WTE) facility and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations. While the WTE facility incinerated 805,252 tons of garbage in 2014, it has the capacity to burn 985,500 tons per year. The Bridgeway Acres landfill has approximately 30 years remaining, based on current grading and disposal plans. There are no solid waste related projects listed in the capital improvement schedules.

Drainage/Stormwater

Prior to the development or redevelopment of any property in the City, site plan approval is required. At that time, the stormwater management system for the site will be required to meet all City and SWFWMD (Southwest Florida Water Management District) stormwater management criteria. The City's Stormwater Management Master Plan (SMMP) contains detailed information on the 26 basins that comprise the stormwater management area. The SMMP includes 85 projects. It is estimated that the City will spend an average of \$6 million per year over a 20 year horizon to complete the projects. SWFWMD grants are listed under funding resources in Exhibit F, Fund 4013, with the City match coming from "Penny for Pinellas" funds which are listed in Exhibit C, Fund 3027.

Roadways

Data and analysis related to roadway levels of service is attached to this staff report. Since the 2014 update to the CIP schedule, the City has not issued a development order or permit for a proposed development deemed to have a de minimis impact. Consequently, a summary of de minimis records is not applicable to this year's annual update. A de minimis impact is one which will generate less than 1% of the maximum average daily volume of traffic that a particular roadway can carry without decreasing the level of service below the City's adopted standard of "D." In addition, it should be noted that pursuant to 2009-96 Laws of Florida (Senate Bill 360) the City is a Transportation Concurrency Exception Area (TCEA) in its entirety and thus is

exempt from transportation concurrency requirements as well as de minimis recordkeeping requirements.

Recreation & Open Space

While the City has adopted a LOS standard of nine (9) acres of recreation and open space per 1,000 resident population, it enjoys an estimated 27.8 acres per 1,000. There are no recreation or cultural projects listed in the capital improvement schedules to address LOS deficiencies.

Financial Feasibility

While 2011 legislative changes no longer require the CIP to be financially feasible, the City continues to demonstrate a balanced program. Financial feasibility means that sufficient funding sources (revenues) are available for financing capital improvement projects (expenses) intended to achieve and maintain the adopted LOS standards. St. Petersburg accomplishes this by following fiscal policies that are codified in the City's Administrative Policies and Procedures:

1. General Fiscal Policy I.A.4. – “The city shall prepare and implement a Capital Improvement Program (CIP) consistent with State requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP Budget. The CIP shall balance the needs for improved public facilities and infrastructure, consistent with the city's Comprehensive Plan, within the fiscal capabilities and limitations of the city.”
2. General Fiscal Policy I.A.5. – “The city shall maintain its accounting records in accordance with Generally Accepted Accounting Principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB). In addition, federal and state grant accounting standards will be met.”
3. Fiscal Policy for Capital Expenditures and Debt Financing, Policy IV.A.1.a. – “Revenue projections for the one-year Capital Improvement Program Budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated fees and taxes, future earnings and bond market conditions.”
4. Fiscal Policy for Capital Expenditures and Debt Financing, Policy IV.A.2.a. – “Capital projects shall be justified in relation to the applicable elements of the City's Comprehensive Plan.”

Capital Improvement Budget

Each year the City Council approves an operating budget and a capital improvement budget. The capital improvement budget is the first year of the five-year Capital Improvement Program (CIP). The Capital Improvements Element of the Comprehensive Plan includes the five-year CIP along with ten exhibits which are fund summaries for the various capital improvement funds. The fund summaries provide detailed revenue sources and project expenditure amounts, by fund, for FY16 through FY20. All funds are balanced in all years.

Compliance with the Comprehensive Plan

Early in each calendar year, the Planning & Economic Development Department reviews the proposed capital improvement projects for the next fiscal year's budget to make sure the projects comply with the requirements of the Comprehensive Plan objective and policies identified below.

The attached proposed ordinance and CIP schedules have been prepared to update the Capital Improvements Element of the Comprehensive Plan. The proposed CIP schedules do not commit the City to any financial expenditure beyond those itemized in the annual Capital Improvement Program (CIP) Budget. The following objective and policies from the Capital Improvements Element of the Comprehensive Plan are applicable to this annual update.

Policy CII.1:

Those projects exceeding \$250,000, identified in the other elements of the Comprehensive Plan as necessary to maintain or improve the adopted level of service standards and which are of relatively large scale and high costs, shall be included in the Capital Improvement Element.

Objective CI5:

To demonstrate the City's ability to provide for needed improvements identified in the other elements of the Comprehensive Plan, the City shall develop and adopt the capital improvement schedule, as part of the Comprehensive Plan. The Capital Improvement Schedule shall include: a schedule of projects; funding dates; all costs reasonably associated with the completion of the project; and demonstrate that the City has the necessary funding to provide public facility needs concurrent with or prior to previously issued Development Orders or future development.

Policy CI5.1:

Proposed capital improvement projects must be reviewed by the Development Services Department [*now known as the Planning & Economic Development Department*] based on the following:

- A. General consistency with the Comprehensive Plan - projects found inconsistent with the Comprehensive Plan shall not be approved until appropriate revisions are made to the project and/or the Comprehensive Plan to achieve consistency.
- B. Evaluation of projects regarding the following eight areas of consideration from the State Comprehensive Planning Regulations:
 1. Elimination of Public Hazards;
 2. Elimination of Existing Capacity Deficits;
 3. Local Budget Impact;
 4. Locational Needs Based on Projected Growth Patterns (Activity Centers);

5. Accommodation of New Development and Redevelopment Service Demands;
 6. Correction or replacement of obsolete or worn-out facilities;
 7. Financial Feasibility; and
 8. Plans of State Agencies and Water Management Districts that provide public facilities within the Local Government's jurisdiction.
-

The Development Services Department [*now known as the Planning & Economic Development Department*] shall advise the Department of Budget and Management of its findings regarding these eight areas of consideration to assist said Department with the ranking and prioritization of capital improvement projects.

Recommended Action

Staff recommends that the Community Planning & Preservation Commission, in its capacity as the City's Local Planning Agency, recommend to City Council **APPROVAL** of the attached ordinance modifying the Capital Improvements Element based on consistency with the Comprehensive Plan and compliance with statutory requirements.

Attachments: Roadway Data and Analysis
Proposed Ordinance and Exhibits A through J (CIP Schedules)

Roadway Data & Analysis

The following discussion relates to Fund 3027 (Exhibit C), Fund 3071 (Exhibit D), and the FDOT District 7 Road Capacity Projects spreadsheet (Exhibit J). These exhibits are attached to the proposed ordinance. In previous annual updates to the Capital Improvements Element, City staff listed Pinellas County road capacity projects in St. Petersburg. There are no Pinellas County road capacity projects planned for the next five years in St. Petersburg.

Comprehensive Plan Policy T3.1 states that all major city, county and state roads shall operate at a level of service (LOS) D or better in the peak hour of vehicular traffic. The City's major roadways not on the Interstate system that currently do not meet the City's adopted LOS standard of "D" are listed in Table 1, below. Two road segments in the City are deficient (LOS "E" or "F"). The total length of these two segments is 1.91 miles. The total distance of the City's major roadways not including the Interstate system is 207.54 miles, as shown in Table 2. Consequently, only 0.9% of the major roads not on the Interstate system are deficient. The vast majority of the major streets in the City (99.1%) function at the adopted level of service (LOS) standard of "D." This is undoubtedly due to the street network's efficient grid pattern and history of providing extensive road capacity improvements citywide.

Table 1
2014 Deficient Road Segments in St. Petersburg

Roadway Section	From	To	Juris- diction	LOS	Distance (Miles)
22 nd Ave. N	I-275	34 th St. N	City	E	1.16
Gandy Blvd.	Brighton Bay Blvd.	4 th St.	State	F	0.75
Total					1.91

Sources: Pinellas County MPO's "2015 Level of Service Report," September 2015

Notes:

1. The Pinellas County MPO completed a corridor study for 22nd Avenue North in November 2003. FDOT has programmed funding through their Highway Safety Program to construct an additional eastbound left-turn lane on 22nd Avenue North to northbound I-275. The project is scheduled to be let for construction in June of 2015.
2. The FDOT advanced \$83 million in funding for the Gandy Boulevard (SR 694) improvement project from west of Dr. ML King Jr. Street to east of 4th Street. Overpasses will be constructed at 94th Avenue North, Dr. ML King Jr. Street and Roosevelt Boulevard/4th Street. The proposed roadway will be an elevated, controlled access facility and will be reconstructed to six lanes from west of Dr. ML King Jr. Street up to the Dr. ML King Jr. Street bridge and four lanes from the Dr. ML King Jr. Street bridge to east of 4th Street. This project will improve traffic flow on Gandy Boulevard between Brighton Bay Boulevard and 4th Street. The project is anticipated to be completed by the spring of 2017.

Table 2
Miles of Major Roadway in St. Petersburg

Classification	Distance (Miles)
Principal Arterial	18.61
Minor Arterial	90.82
Collector	77.67
Neighbor Collector	20.44
Total	207.54

Source: Planning and Economic Development Department, July 2013

In 2008, Florida Department of Community Affairs (DCA) officials asked City staff to project levels of service on major roadways for the current year and five years out. Due to slow growth and the built out nature of St. Petersburg, it is unlikely that traffic conditions will change significantly over the next five years. However, in an effort to anticipate possible deficiencies that may occur in the next five years, City staff has reviewed the MPO's 2015 Level of Service Report to determine if there are any major road segments in the MPO's report that are currently operating at LOS "D" or better and have a volume-to-capacity ratio of 0.90 or higher. There are no road segments that operate at LOS "D" or better and have a volume-to-capacity ratio that is greater than 0.90.

Roadway and traffic improvements are primarily located in Funds 3027 (Exhibit C) and 3071 (Exhibit D). Road capacity projects listed in FDOT's work program are shown in Exhibit J.

GENERAL CAPITAL IMPROVEMENT FUND (FUND 3001)
2016-2020 CAPITAL IMPROVEMENT PROGRAM PLAN

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			16	17	18	19	20	
	Actual	15	15	16	17	18	19	20	14-20
(000s omitted)									
RESOURCES									
Beginning Balance	4,872								4,872
Earnings on Investments	38	35	0	30	30	30	30	30	223
Transfers From									
General Fund	270	1,000	0	0	0	0	0	0	1,270
Intown West Tax Increment District	0	0	150	0	0	0	0	0	150
Downtown Redevelopment District Fund	450	200	11	200	200	200	200	200	1,661
Fleet Operating Fund	0	800	0	0	0	0	0	0	800
Municipal Office Buildings Fund	300	400	0	740	1,800	1,250	350	1,000	5,840
Grants/External Funding									
Central Ave Bus Rapid Transit (BRT) Corridor	15	0	918	0	0	0	0	0	933
City Trails Bicycle Trails USE St Pete	0	0	336	0	0	0	0	0	336
City of Gulfport Contribution to 49th St Imp	191	0	66	0	0	0	0	0	257
Coquina Key Dog Improvements	2	0	0	0	0	0	0	0	2
FBIP - Bay Vista Boat Ramp	0	0	140	0	0	0	0	0	140
FDEP/LWCF - Grandview Park	78	0	44	0	0	0	0	0	122
FDEP- Tax Credit Program	0	0	167	0	0	0	0	0	167
FDOS- Indian Mounds Master Plan	48	0	0	0	0	0	0	0	48
FDOS- Cultural Facilities Grant	0	0	500	0	0	0	0	0	500
FDOT - Intermodal Facility Study	0	0	206	0	0	0	0	0	206
FDOT - District 7 ROW Landscape Improvements	951	0	2,886	0	0	0	0	0	3,837
FDOT LAP - 11th A/S Booker Creek Bridge	0	0	0	0	572	930	0	0	1,502
FDOT LAP - 9th S/S 7th A/S Bridge Replacement	0	0	0	0	818	0	3,352	0	4,170
FEMA- USDHS AFG Grant FY14	0	0	479	0	0	0	0	0	479
USDOJ - Crisp Park Boat Ramp Improvements	55	0	0	0	0	0	0	0	55
USDOJ - Coffee Pot Park Boat Ramp Improvements	39	0	0	0	0	0	0	0	39
USDOJ - Demens Landing Park Boat Ramp	0	0	187	0	0	0	0	0	187
USDOJ - Grandview Park Boat Ramp Construction	119	0	38	0	0	0	0	0	157
HUD/EDI Grants(1) - Jordan School	98	0	58	0	0	0	0	0	156
LWCF Lake Maggiore Park Improvements	6	0	176	0	0	0	0	0	182
USDOE Solar Parks Pilot Grant	195	0	19	0	0	0	0	0	214
Bond Proceeds/TIF	0	0	45,522	0	0	0	0	0	45,522
Other	5	0	0	0	0	0	0	0	5
TOTAL RESOURCES	7,732	2,435	51,904	970	3,420	2,410	3,932	1,230	74,033
REQUIREMENTS									
		Appropriation as of 9/30/14							
Transportation System Management									
Intown Streetscape Imps	0	200	0	200	200	200	200	200	1,200
11th A/S Booker Creek Bridge (also in 3027)	0	0	0	0	572	930	0	0	1,502
9th S/S 7th A/S Bridge Replacement	0	0	0	0	818	0	3,352	0	4,170
Public Buildings and Grounds									
MOB Repairs and Improvements	0	400	0	740	1,800	1,250	350	1,000	5,540
Pier Visioning	4,527	0	45,473	0	0	0	0	0	50,000
Projects not in the CIP Element	6,744	1,056	3,493	0	50	10	41	120	11,514
TOTAL REQUIREMENTS	11,272	1,656	48,966	940	3,440	2,390	3,943	1,320	73,926
Increase/(Decrease) in Fund Balance		779	2,938	30	(20)	20	(11)	(90)	
Beginning Balance		(3,539)	(2,760)	178	208	188	208	197	
UNAPPROPRIATED BALANCE 9/30	(3,539)	(2,760)	178	208	188	208	197	107	

**BICYCLE/PEDESTRIAN SAFETY CAPITAL IMPROVEMENT FUND (Fund 3004)
2016-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			16	17	18	19	20	
	Actual	15	15						

(000s omitted)

RESOURCES

Beginning Balance	288								288
Earnings on Investments	5	0	0	0	0	0	0	0	5
Grants:									
Bayway Trail North - Phase II	119	0	1,929	0	0	0	0	0	2,049
Bicycle Facility - 30th Ave N MLK to 58th St	71	0	95	2,734	0	0	0	0	2,901
Bicycle Lanes - Priority Projects Phase II	14	674	220	0	0	0	0	0	908
FDOT - 38th/40th Ave Median Project	5	0	615	0	0	0	0	0	620
FDOT - 54th Ave South Right Turn Lane	6	0	264	0	0	0	0	0	270
FDOT LAP - Ped Crosswalk Enhancements	14	36	866	0	0	0	0	0	916
FDOT LAP- 112th Avenue N/4th Street	3	0	126	0	0	0	0	0	129
FDOT LAP - Walter Fuller Park Trail	69	0	420	0	0	0	0	0	489
FDOT LAP - Treasure Island Trail	3	643	(493)	0	0	1,133	0	0	1,286
FDOT LAP - Downtown Bulbouts	0	0	0	0	600	0	0	0	600
FDOT LAP - Sexton Elementary	0	0	0	48	0	0	222	0	270
Pinellas Trail Extension Landscaping	19	0	351	0	0	0	0	0	370
TOTAL RESOURCES	617	1,353	4,394	2,782	600	1,133	222	0	11,101

Appropriation as
of 9/30/14

REQUIREMENTS

Bicycle/Pedestrian Improvements:									
Bicycle Facility - 30th Ave N MLK to 58th St	290	0	0	2,734	0	0	0	0	3,024
HSIP- Downtown Bulbouts	0	0	0	0	600	0	0	0	600
Sexton Elementary Sidewalk	0	0	0	48	0	0	222	0	270
Treasure Island Trail	153	643	(643)	0	0	1,133	0	0	1,286
Project not in the CIP Element	3,940	710	1,012	0	0	0	0	0	5,661
TOTAL REQUIREMENTS	4,383	1,353	369	2,782	600	1,133	222	0	10,841
Increase(Decrease) in Fund Balance		0	4,025	0	0	0	0	0	
Beginning Balance		(3,765)	(3,765)	259	259	259	259	259	
UNAPPROPRIATED BALANCE 9/30	(3,765)	(3,765)	259	259	259	259	259	259	

**NEIGHBORHOOD AND CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT FUND (FUND 3027)
2016-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year		Change 15	BUDGET		Estimate		Total 14-20
	Carryforward Actual	Budget 15		16	17	18	19	
(000s omitted)								
RESOURCES								
Beginning Balance	23,528							23,528
Local Option Sales Surtax	10,044	9,958	392	9,044	11,071	11,866	12,070	2,010
Earnings on Investments	308	310	0	290	290	290	290	290
Settlement	14	0	0	0	0	0	0	0
Pinellas County Interlocal - Sidewalks	0	0	0	1,700	0	0	0	0
Pinellas County Interlocal - West Central Avenue	0	0	0	0	4,300	0	0	0
TOTAL RESOURCES	33,894	10,268	392	11,034	15,661	12,156	12,360	2,300
Appropriation as of 9/30/14								
REQUIREMENTS								
Street & Road Improvements:								
Street and Road Improvements	8,500	4,500	(4)	4,500	4,500	4,500	4,500	1,485
Curb Replacement/Ramps	500	500	(2)	500	500	500	500	165
Sidewalk Reconstruction	600	600	(5)	600	600	600	600	198
Roser Park Street Improvements	5,450	500	0	450	0	0	0	0
Alley Reconstruction - Unpaved	600	300	0	300	300	300	300	99
Roadway Ride-ability improvements	0	0	0	247	0	0	0	0
Railway Crossing Improvements:								
9th A/N at 19th Street	0	0	0	0	0	50	255	0
Transportation & Parking Management:								
Bicycle Pedestrian Facilities	950	50	(6)	100	100	100	100	33
Comp Streetscaping/Greenscaping	1,000	0	0	250	250	250	250	83
Skyway Marina Pedestrian Lighting	0	0	0	600	0	0	0	0
Intersection Modification	559	50	(8)	50	50	50	50	17
Neighborhood Trans Mgmt Program	347	50	0	100	100	100	100	33
Sidewalks- Neighborhood & ADA Ramps	0	0	0	70	70	70	70	23
Sidewalks- Pinellas County Interlocal	0	0	0	1,700	0	0	0	0
Wayfinding Signage and Sign Replacement	25	400	0	150	150	150	150	50
Bridge Reconstruction/Replacement:								
Bridge Reconstruction/Load Testing	500	250	(24)	250	250	250	250	83
11th A/S over Booker Creek (also in 3001)	100	0	0	0	0	1,720	0	0
157179 2nd S/N over Tinney Creek	0	0	0	0	0	0	1,100	396
Channel Dredging:								
Dredging Arterial Channels FY17	0	0	0	0	400	0	0	0
Stormwater Management Projects:								
4th St & 14th A/N to Crescent Lake SDI (also in 4013)	0	400	0	700	0	0	0	0
8th A S at 44th S/S (also in 4013)	0	0	0	750	980	0	0	0
Drainage Line Rehab/Replacement (also in 4013)	0	0	0	700	700	700	700	231
Jungle Lake North Basin (also in 4013)	0	0	0	0	0	2,300	0	0
Stormwater Vaults (also in 4013)	0	0	0	300	0	300	0	99
Economic Development Infrastructure:								
West Central Avenue Streetscape	0	0	0	0	4,300	0	0	0
Seawall Renovation & Replacement	1,200	400	0	400	400	400	400	132
Projects not in the CIP Element	9,452	4,409	(747)	615	972	1,263	1,414	748
TOTAL REQUIREMENTS	29,783	12,409	(796)	13,332	14,622	13,603	10,739	3,873
Increase/(Decrease) in Fund Balance		(2,141)	1,188	(2,298)	1,039	(1,447)	1,621	(1,573)
Beginning Balance		4,111	1,970	3,158	860	1,899	453	2,073
UNAPPROPRIATED BALANCE 9/30	4,111	1,970	3,158	860	1,899	453	2,073	500

Notes:

- Projects shown in the plan for years 2016-2020 may be moved on a year-to-year basis to balance this fund. Decisions to move projects will be based on the status of previously scheduled projects and project priorities.
- In FY16, as provided for in an interlocal agreement with Pinellas County, \$1.7 million is programmed as a resource from Pinellas County and will be used to fund the installation of missing sidewalk segments along county roads within the city.
- In FY17, as provided for in an interlocal agreement with Pinellas County, \$4.3 million is programmed as a resource and will be used to provide for Central Avenue improvements between Park Street and 58th Street.

**TRANSPORTATION IMPACT FEES CAPITAL IMPROVEMENT FUND (FUND 3071)
2015-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year		BUDGET	BUDGET	Estimate			Total			
	Carry forward	Budget			Change	16	17		18	19	20
	Actual	15			15	16	17		18	19	20

(000s omitted)

RESOURCES

Beginning Balance	16,449								16,449
Earnings on Investments	203	223	0	213	213	213	213	213	1,491
Transportation Impact Fee:									
GATISAF	12	100	0	100	100	100	100	100	612
Transfer:									
District 8 (Not within Subdistrict)	77	0	1	0	0	0	0	0	78
District 11 (Not within Subdistrict)	325	532	133	350	350	350	350	350	2,740
Intown (District 11)	274	346	918	300	350	300	525	300	3,313
Carillon (District 8)	58	0	0	0	594	0	0	0	652
Disposition of Fixed Assets	10	0	0	0	0	0	0	0	10
TOTAL RESOURCES	17,407	1,201	1,052	963	1,607	963	1,188	963	25,344

REQUIREMENTS

Appropriation as of
9/30/14

GATISAF Projects:									
28th Street Trail- GATISAF	0	0	0	500	2,500	0	0	0	3,000
City Trails - Bicycle Trails	2,570	950	0	500	500	500	0	0	5,020
Complete Streets	0	0	0	450	450	450	200	100	1,650
Dwtwn Inter. & Pedestrian Facilities	481	125	0	250	250	250	250	250	1,856
Traffic Signal Mast Arm Program	4,800	0	0	300	0	0	0	0	5,100
Sidewalks	800	200	(26)	200	200	200	200	200	1,974
Traffic Safety Program	880	250	0	250	250	250	250	250	2,380
Projects not in the CIP Element	620	600	(1,960)	0	104	83	68	80	(406)
TOTAL REQUIREMENTS	10,151	2,125	(1,986)	2,450	4,254	1,733	968	880	20,574
Increase/(Decrease) in Fund Balance		(924)	3,038	(1,487)	(2,647)	(770)	221	83	
Beginning Balance		7,257	6,333	9,370	7,883	5,237	4,467	4,688	
UNAPPROPRIATED BALANCE 9/30	7,257	6,333	9,370	7,883	5,237	4,467	4,688	4,771	

WATER RESOURCES CAPITAL PROJECTS FUND (FUND 4003)
2016-2020 CAPITAL IMPROVEMENT PROGRAM PLAN

	Prior Year	Budget	Change	BUDGET		Estimate		Total	
	Carryforward			16	17	18	19		14-20
	Actual	15	15	(000s omitted)					
RESOURCES									
Beginning Balance	57,247								57,247
Bond Proceeds	22,927	0	0	0	0	0	0	0	22,927
Future Borrowings	0	29,128	3,264	28,243	25,444	17,570	17,306	18,770	139,725
Earnings on Investments	180	210	0	187	200	200	200	200	1,377
Transfers From:									
Water Resources Operating Fund	3,000	4,000	0	5,000	6,000	7,000	8,000	9,000	42,000
Connection Fees/Meter Sales:									
Water	522	680	0	707	735	765	796	827	5,032
Sewer	1,112	250	0	250	250	250	250	250	2,612
Reclaimed Water	45	50	0	50	50	50	50	50	345
Reclaimed Water Assessments	14	15	0	15	15	15	15	15	104
SRF Funding	0	0	0	50,000	0	0	0	0	50,000
DOE-Department of Energy Biosolids	949	0	1,212	0	0	0	0	0	2,161
Tampa Bay Estuary Program-RESTORE Grant	0	0	0	271	0	0	0	0	271
Settlement	30	0	0	0	0	0	0	0	30
TOTAL RESOURCES	86,027	34,333	4,476	84,724	32,694	25,850	26,617	29,112	323,833

REQUIREMENTS									
	Appropriation as of 9/30/14								
WATER TREATMENT/SUPPLY									
Cosme WTP Improvements									
Enhanced Water Treatment - Phase 2	155	0	0	0	6,000	0	0	0	6,155
Filter Media Evaluation	0	0	0	0	0	0	21	525	546
Gulf-to-Bay PS Elec MCC/Switchgear Rehab	0	0	0	63	389	0	0	0	452
Roof Evaluation/Rehab	0	0	0	0	0	53	840	0	893
Vulnerability Assess: Basin Security Covers	0	0	0	0	300	770	0	0	1,070
Washington Terrace PS									
Valve Replacement	0	0	0	0	250	0	0	0	250
WATER DISTRIBUTION SYSTEM IMP.									
FDOT Gandy Blvd O Pass 16th St to 4th St	1,378	337	1,170	614	0	0	0	0	3,499
P.C. Belcher Road (38th St. to 54th St.)	0	700	(700)	0	0	700	0	0	700
P.C. Haines Road 54th Ave. to 28th St.	0	350	(350)	350	0	0	0	0	350
P.C. Park/Starkey Road	0	20	0	1,400	0	0	0	0	1,420
Potable Water Main Relocation	150	150	(125)	0	150	150	150	100	725
Potable Main/Valve Repl/Aqueous Cross	3,050	3,050	0	3,000	3,000	3,000	3,000	3,000	21,100
Potable Water Serv. Taps, Meters/Backflows	400	625	93	625	650	650	700	700	4,443
Potable Water Backflow Prev/Meter Repl	1,145	1,190	(13)	1,235	1,280	1,325	1,370	1,370	8,902
48" WTM at Lake Tarpon Outfall Canal	0	0	0	0	0	0	100	1,000	1,100
WASTEWATER COLLECTION									
Sanitary Sewer Collection Sys.									
Annual Manhole Rehabilitation Contract	1,000	500	(16)	500	500	500	500	500	3,984
Annual Pipe Repair Lining Contract	2,944	2,000	(26)	1,500	2,000	2,000	2,000	1,000	13,418
Annual Pipe Rehab & Replacement Contract	6,300	2,900	0	1,950	2,450	2,450	2,450	1,950	20,450
FDOT Gandy Blvd Overpass (16th to 4th St)	985	0	0	361	0	0	0	0	1,346
LS #87 Childs Park Force Main	0	300	190	3,500	0	0	0	0	3,990
Inflow and Infiltration Removal	0	50	0	500	500	500	500	500	2,550
Pasadena Forcemain Phase III	0	0	0	0	0	0	500	3,500	4,000
Lift Station Improvements									
LST Landscape & Fence Repl-20 Stations	0	0	0	0	0	0	0	250	250
Lift St. # 2, 12, 29, 55 Rehabilitation Plan	0	0	0	0	0	225	1,500	0	1,725
Lift St. # 3, 9, 57, 60 Rehabilitation Plan	0	0	0	0	100	1,200	0	0	1,300
Lift St. # 10,14,37,38 Rehab/Replace	0	0	0	0	0	0	0	300	300
Lift St. # 21, 34, 40, 41 Rehabilitation Plan	0	0	0	0	0	0	300	1,600	1,900
Lift St. # 23,24,79,80 Rehab Replac	0	0	0	0	0	0	0	300	300
Lift St. # 42 Jim Walter Rehab	0	0	70	100	1,000	0	0	0	1,170
Lift St. # 63 NE Master Improvements	0	0	0	0	150	1,500	0	0	1,650
Lift St. # 87 Childs Park Master	0	450	(190)	3,500	0	0	0	0	3,760
Lift St. SCADA System Replacement	0	0	0	150	1,200	0	0	0	1,350
Lift St. Portable Emergency Generator	0	0	0	500	0	0	0	0	500
WASTEWATER TREATMENT	140	0	(78)	0	0	0	0	0	62
Albert Whitted WRF-Improvements									
AW Demolition	0	0	0	3,304	0	0	0	0	3,304
Northeast WRF-Improvements									

**WATER RESOURCES CAPITAL PROJECTS FUND (FUND 4003)
2016-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET		Estimate			Total	
	Carryforward			16	17	18	19	20		14-20
	Actual	15	15	16	17	18	19	20	14-20	
				(000s omitted)						
Actuator and Valve Replacement	0	0	0	200	200	200	200	200	1,000	
Aeration Basin Diffused Air Rehab	0	0	0	0	0	250	800	0	1,050	
Backwash Upgrade	0	0	0	0	500	0	0	0	500	
Clarifier 3, 4, 5 Weir	75	0	(75)	0	0	250	750	0	1,000	
Clarifier #4 Rehab & Clean	0	0	0	500	0	0	0	0	500	
Electrical Distribution Improvements	0	0	0	0	0	0	500	4,000	4,500	
Headworks Rehab	1,600	0	0	0	850	0	0	0	2,450	
NE & NW Sludge X Pump Stations FY13	531	0	0	0	0	0	0	0	531	
NE & NW Sludge X Force Mains FY13	653	0	0	0	0	0	0	0	653	
NE Sludge PS & FM Imp FY15/16	0	2,083	1,178	730	0	0	0	0	3,991	
NE Process Control Instruments	0	0	0	0	0	300	0	0	300	
NE Secondary Grit Removal System	0	0	0	0	0	400	0	0	400	
NE Filter Piping Upgrade	0	0	0	0	0	500	0	0	500	
NE Curbing & Paving	0	0	0	0	0	250	0	0	250	
NE Filter Pump Station	0	0	0	0	0	0	500	0	500	
NE Filter Piping/Valve/Actuators Repl	0	0	0	0	0	0	750	750	1,500	
NE Filter Valve & Piping Replacement	0	0	0	0	0	0	500	0	500	
NE Clarifier #5 Clean & Rehab	0	0	0	0	0	0	500	0	500	
SCADA Phase II	0	0	0	0	0	500	0	0	500	
Northwest WRF-Improvements										
Clarifier #2 Rehab	0	0	0	700	0	0	0	0	700	
Distribution Pumps	0	0	0	0	400	400	200	0	1,000	
Influent Course Screen/Odor Control	0	0	0	0	6,820	0	0	0	6,820	
Intermediate Motors/Pumps	280	0	0	0	400	400	200	0	1,280	
New Headworks Screening/Odor Control	600	0	0	0	0	0	0	250	850	
NW Generator Radiator Replacement	0	0	0	50	50	0	0	0	100	
NW Old Influent Pump Station Replacement	0	0	0	0	500	4,000	0	0	4,500	
NW New ABW Filters	0	0	0	0	0	100	4,000	0	4,100	
NW Injection Well Acidizations	0	0	0	0	0	0	0	400	400	
Southwest WRF-Improvements										
Biosolids Dewatering	571	0	0	10,650	0	0	0	0	11,221	
Clarifier Rehab	0	500	0	0	0	0	500	0	1,000	
CNG Fueling Station	0	0	1,493	6,480	0	0	0	0	7,973	
CNG Generator Evaluation	4,899	5,400	0	2,950	0	0	0	0	13,249	
Digesters Construction (DOE Partially)	3,638	0	454	39,300	0	0	0	0	43,392	
Effluent Filter Addition	0	0	0	0	0	0	300	3,000	3,300	
GBT Rehabilitation	0	0	0	2,240	0	0	0	0	2,240	
Paving and Curb Replacements	0	0	0	0	0	200	200	0	400	
Replace Return Pumps and Equipment	0	0	0	0	150	150	150	0	450	
SW 4 New Return Pumps	0	0	0	0	250	0	0	0	250	
SW Replace / Rebuild Distribution Pumps	0	0	0	0	150	150	0	0	300	
SW Administration Building	0	0	0	0	0	0	0	300	300	
WATER RESOURCES BUILDING IMP.										
FAC Emergency Generator Improvements	0	0	0	85	200	0	0	0	285	
Projects not in the CIP Element	50,751	16,539	(2,354)	2,469	2,305	2,777	2,636	3,617	78,740	
TOTAL REQUIREMENTS	81,245	37,144	722	89,506	32,694	25,850	26,617	29,112	322,889	
Increase/(Decrease) in Fund Balance		(2,811)	3,754	(4,782)	0	0	0	0		
Beginning Balance		4,782	1,971	5,726	943	943	943	943		
UNAPPROPRIATED BALANCE	4,782	1,971	5,726	943	943	943	943	943		

Notes:

- 1) This five-year plan includes approximately \$112M in future borrowings necessary to fund the CIP program.
- 2) Florida Department of Transportation (FDOT) projects shown are based on the FDOT project plan. However, FDOT projects schedules are very uncertain. FDOT projects have historically impacted the water transmission mains.
- 3) Arts in Public Places funding is triggered by the following Biosolids to Energy projects: SW Digester, SW Primary Clarifier, and SW Biosolids Dewatering. Because these projects will be funded with State Revolving Fund (SRF) loan proceeds, the arts funding must be budgeted separately because it will not be eligible under SRF rules. Pay-as-You-Go funding will be used for this component.

AIRPORT CAPITAL PROJECTS FUND (FUND 4033)
2016-2020 CAPITAL IMPROVEMENT PROGRAM PLAN

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			16	17	18	19	20	
	Actual	15	15	16	17	18	19	20	14-20

(000s omitted)

RESOURCES

Beginning Balance	129								129
Earnings on Investments	5	0	0	0	0	0	0	0	5
Transfer from Airport Operating Fund	44	0	0	103	0	10	29	33	219
Grants:									
Federal (FAA) Discretionary Funds									
FAA/Airport Airfield Improvements	0	0	0	0	0	0	150	0	150
FAA/Construct Apron	32	0	0	0	0	0	0	0	32
FAA/Master Plan Update	0	0	0	0	0	135	0	0	135
FAA/Airport PAPIS/RELS	0	0	0	0	0	0	0	18	18
FAA/Runway 7/25 & TW 1 Stub Connectors	3	1,006	1,511	0	0	0	0	0	2,520
FAA/Airport Runway 18/36 Rehabilitation	0	0	0	0	0	0	0	225	225
FAA/Taxiway C Rehab	0	0	0	108	0	0	0	0	108
FAA/Wildlife Assessment/Mgmt Plan	49	0	58	0	0	0	0	0	107
FDOT/State Funds									
Airport Hangar #1 Rehab	70	0	329	0	0	0	0	0	399
Airport Hangar #1 FY14 (SW Hangar Redev Phase 1)	0	0	1,200	0	0	0	0	0	1,200
Airport Hangar #2 FY15 (SW Hangar Redev Phase 2)	0	1,600	800	0	0	0	0	0	2,400
Airport PAPIS/RELS	0	0	0	0	0	0	0	2	2
Airport Southwest Hangar Redevelopment (Phase 3)	0	0	0	600	0	0	0	0	600
Airport Runway 7/25 & TW 1 Stub Connectors	0	89	136	0	0	0	0	0	225
Airport Runway 18/36 Rehabilitation	0	0	0	0	0	0	0	20	20
Airport Terminal Hangar	56	0	560	0	0	0	0	0	616
FDOT/Construct Apron	(5)	0	0	0	0	0	0	0	(5)
Master Plan Update	0	0	0	0	0	12	0	0	12
Taxiway C Rehab	0	0	0	10	0	0	0	0	10
TOTAL RESOURCES	383	2,695	4,594	821	0	157	179	298	9,127

REQUIREMENTS

	Appropriation as of 9/30/14								
Airport Southwest Hangar Redevelopment (also in 3001/3031)	0	0	0	700	0	0	0	0	700
Airport Runway 18/36 Rehabilitation	0	0	0	0	0	0	0	250	250
Projects not in the CIP Element	1,722	2,718	3,194	121	0	158	178	48	8,141
TOTAL REQUIREMENTS	1,722	2,718	3,194	821	0	158	178	298	9,091
Increase/(Decrease) in Fund Balance		(23)	1,400	0	0	(1)	1	(0)	
Beginning Balance		(1,339)	(1,362)	38	38	38	38	38	
UNAPPROPRIATED BALANCE	(1,339)	(1,362)	38	38	38	38	38	38	

Notes:

\$110,000 was included in the Neighborhood and Citywide Infrastructure CIP Fund (3027) as a loan for the Airport Intermodal General Aviation Center FY05 (10550) Project. This project is now closed and no longer shows on the fund summaries, but repayment of the loan has not yet begun.

**MARINA CAPITAL IMPROVEMENT FUND (FUND 4043)
2016-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			16	17	18	19	20	
	Actual	15	15	16	17	18	19	20	14-20

(000s omitted)

RESOURCES

Beginning Balance	2,340								2,340
Earnings on Investments	29	33	0	29	29	29	29	29	207
FFWC Grant	0	0	632	0	0	0	0	0	632
Marina Operating Fund Transfer	75	80	0	440	150	150	200	200	1,295
TOTAL RESOURCES	2,445	113	632	469	179	179	229	229	4,475

REQUIREMENTS

Appropriation as
of 9/30/14

Marina Piling Replacements	330	0	(150)	0	0	165	0	165	510
Marina Facility Improvements	1,405	500	0	165	500	0	500	0	3,070
Projects not in the CIP Element	(371)	0	989	0	13	8	38	17	692
TOTAL REQUIREMENTS	1,364	500	839	165	513	173	538	182	4,272
Increase/(Decrease) in Fund Balance		(387)	(207)	304	(334)	6	(309)	48	
Beginning Balance		1,081	694	487	791	457	463	155	
UNAPPROPRIATED BALANCE	1,081	694	487	791	457	463	155	202	

**PORT CAPITAL IMPROVEMENT FUND (FUND 4093)
2015-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			16	17	18	19	20	
	Actual	15	15	16	17	18	19	20	14-20

(000s Omitted)

RESOURCES

Beginning Balance	204								204
Earnings on Investments	9	9	0	9	9	9	9	9	63
FSTED Grants:									
Port Wharf Renovations	1,119	0	839	0	0	0	0	0	1,958
Port Repair & Renovation	8	0	93	0	50	50	50	50	301
TOTAL RESOURCES	1,340	9	931	9	59	59	59	59	2,525

REQUIREMENTS

	Appropriation as of 9/30/14								
Port Wharf Renovs (also in 3027/3001)	2,391	0	0	0	101	101	101	101	2,795
Projects not in the CIP Element	(328)	0	0	0	0	0	0	0	(328)
TOTAL REQUIREMENTS	2,062	0	0	0	101	101	101	101	2,466
Increase/(Decrease) in Fund Balance		9	931	9	(42)	(42)	(42)	(42)	
Beginning Balance		(722)	(713)	218	227	185	143	101	
UNAPPROPRIATED BALANCE	(722)	(713)	218	227	185	143	101	59	

**FDOT District Seven's Adopted Five-Year Work Program
Road Capacity Projects in the City of St. Petersburg**

Project No.	Roadway	From	To	Project Description	Project Phase(s)	2015 LOS
1	Gateway Express	US 19 (SR 55)	E. of 28 th St.	New Road Construction	See Note 1	Note 3

Project No.	2016	2017	2018	2019	2020	Total 2016-2020	Revenue Source(s)	Construction Letting Date	2020 LOS
1	\$54,832,586	\$337,560,615				\$392,393,201	See Note 4	6/30/2016	Note 3

Notes:

1. Project phases include preliminary engineering, railroad & utilities, environmental and design build.
2. "LOS" = Level of Service
3. LOS data is not available for Project No. 1 because the Gateway Express will be a new road.
4. Federal, state and local funding will be used to construct the Gateway Express.



SAINT PETERSBURG CITY COUNCIL

Meeting of December 3, 2015

TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of the south seven and one-half (7 ½) feet of Lot 47 of Jackson Park Subdivision of the City of St. Petersburg, Florida. Generally located north of Arlington Avenue North at the intersection of 14th Street North. (City File No.: 13-3300006 B)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the first reading of the attached proposed ordinance; and
- 2) Set the second reading and public hearing for December 17, 2015

The Request: The request is to vacate the south seven and one-half (7 ½) feet of Lot 47 of Jackson Park Subdivision. (City File No.: 13-3300006 B)

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

This vacation was intended for approval with the other three portions of right-of-way vacated for the construction of a new police headquarters, but was inadvertently left out of the description provided to the DRC and to the City Council, even though the Legal Descriptions attached as an exhibit to the Ordinance included the above described seven and one half (7 ½) feet of Lot 47. Previous Ordinance 1050-V was approved by City Council on October 17, 2013 and extended for one year by the DRC on October 7, 2015.

Agency Review: The application was originally routed to the standard list of City departments and outside utility providers. The requested vacation can be supported, subject to compliance with the applicable requirements for protecting, rerouting and/or abandoning existing utilities within the areas proposed for vacation. The suggested special conditions of approval in this report have been designed to address the requirements.

Public Comments: As of the date of this report, no questions or comments from the public have been received.

DRC Action/Public Comments:

On November 4, 2015, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

The Administration recommends **APPROVAL** of the right-of-way vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall:
 - a. Replat the vacated right-of-way, together with the abutting private property.
 - b. Through the replatting process, any necessary modifications to existing public infrastructure or non-City utilities shall be coordinated, including, but not limited to, dedication of any necessary easements, abandonment or relocation.

Attachments: Attachment "A" – Parcel Map, Attachment "B" - Aerial

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF THE SOUTH SEVEN AND ONE-HALF (7 1/2) FEET OF LOT 47 OF JACKSON PARK SUBDIVISION OF THE CITY OF ST. PETERSBURG, FLORIDA, GENERALLY LOCATED NORTH OF ARLINGTON AVENUE NORTH AT THE INTERSECTION OF 14TH STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on November 4, 2015 (City File No. 13-33000006 B):

The South seven and one-half (7-1/2) feet of Lot forty-seven (47) of Jackson Park Subdivision of the City of St. Petersburg, Florida, according to the map or plat thereof on file and of record in the office of the Clerk of the Circuit Court in the County of Pinellas, Florida, Plat Book 1, Page 25.

SECTION 2. The above-mentioned right-of-way is not needed for public use or travel.

SECTION 3. The vacation is subject to and conditional upon the following:

1. Prior to recording the vacation ordinance, the applicant shall:
 - a. Replat the vacated right-of-way, together with the abutting private property.
 - b. Through the replatting process, any necessary modifications to existing public infrastructure or non-City utilities shall be coordinated, including, but not limited to, dedication of any necessary easements, abandonment or relocation.
2. As required by City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

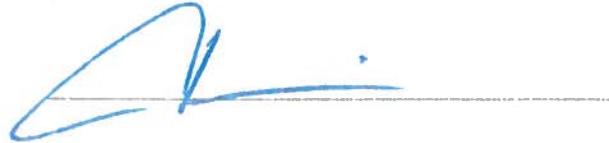
SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will 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:



PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT:





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**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

According to Planning & Economic Development Department records, **Commissioner Griner** resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on November 4, 2015, at **2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 13-33000006 B **PLAT SHEET:** G-2

REQUEST: Approval of a vacation of the south seven and one-half (7 ½) feet of Lot 47 of Jackson Park Subdivision.

APPLICANT: City of St. Petersburg
One 4th Street North
Saint Petersburg, Florida 33701

AGENT: George F. Young, Inc.
Catherine Bosco
299 Dr. Martin Luther King Jr. Street North
Saint Petersburg, Florida 33701

ADDRESS: 1301 1st Avenue North

PARCEL ID NO.: 24/31/16/43668/000/0470

LEGAL DESCRIPTION: The South seven and one-half (7-1/2) feet of Lot forty-seven (47) of Jackson Park Subdivision of the City of St. Petersburg, Florida, according to the map or plat thereof on file and of record in the office of the Clerk of the Circuit Court in the County of Pinellas, Florida, Plat Book 1, Page 25

ZONING: DC-2

DISCUSSION AND RECOMMENDATION:

Request The request is to vacate the south seven and one half (7 ½) feet of Lot 47 of Jackson Park Subdivision. While this is part of a lot, the original plat also called this out as right-of-way. This vacation was intended for approval with the other three portions of right-of-way vacated for the construction of a new police headquarters, but was inadvertently left out of the description provided to the DRC and to the City Council, even though the Legal Descriptions attached to the Ordinance included this area. If approved by the Development Review Commission this will become a clarifying Ordinance when approved by City Council. Previous Ordinance 1050-V was approved by City Council on October 17, 2013 and extended for one year by the DRC on October 7, 2015.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B"). The applicant's goal is to eliminate this right-of-way and assemble it together with the adjacent lots and vacated rights-of-way for redevelopment as a new headquarters for the Police Department, which is currently located on the site to the south across 1st Avenue North.

Analysis Staff's review of a vacation application is guided by the City's Land Development Regulations (LDR's), the City's Comprehensive Plan and any adopted neighborhood or special area plans. In this case, Staff finds that vacating the subject right-of-way would be consistent with the criteria in the City Code and the Intown West Redevelopment Plan (IWRP).

A. Land Development Regulations

Section 16.40.140.2.1 F of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

Existing infrastructure and utilities will require protection by appropriate easements, abandonment or relocation. The final plan for these issues cannot be confirmed until the final site plan is designed. A related condition of approval has been added at the end of this report.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

The requested vacation, if approved, is not anticipated to substantially impair or deny access to any other lot of record outside of the boundaries of the redevelopment site that is owned by the applicant.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The requested vacation applies to a short segment of the street grid which is not currently used by the general public. If approved, the proposed vacation is not anticipated to adversely impact

the existing roadway network, substantially alter utilized public travel patterns or undermine the integrity of the surrounding street grid.

4. *The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.*

The right-of-way proposed for vacation was originally dedicated to provide additional right-of-way width to Arlington Avenue North. The assembly of the abutting lots for a single redevelopment project eliminates the need for which the right-of-way was originally dedicated. The Engineering and Transportation Planning Departments have reviewed the proposed plan and agree that there is no present or future need for this area to remain as public rights-of-way.

5. *The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.*

As noted below, the proposed vacations would be consistent with the direction provided by the Intown West Redevelopment Plan (IWRP).

B. Special Area Plan – Intown West Redevelopment Plan (IWRP)

The subject right-of-way and the abutting private properties are within the boundaries of the IWRP. The IWRP specifically identifies rights-of-way in this area as appropriate for vacation to facilitate land assembly.

Comments from Agencies and the Public – The application was originally routed to the standard list of City departments and outside utility providers. The requested vacation can be supported, subject to compliance with the applicable requirements for protecting, rerouting and/or abandoning existing utilities within the areas proposed for vacation. The suggested special conditions of approval in this report have been designed to address the requirements. As of the date of this report, no questions or comments from the public have been received.

RECOMMENDATION: Staff recommends **APPROVAL** of the proposed vacation, subject to the following special conditions:

1. Prior to recording the vacation ordinance, the applicant shall:
 - a. Replat the vacated right-of-way, together with the abutting private property.
 - b. Through the replatting process, any necessary modifications to existing public infrastructure or non-City utilities shall be coordinated, including, but not limited to, dedication of any necessary easements, abandonment or relocation.

REPORT PREPARED BY:


 KATHRYN YOUNKIK, AICP, LEED, AP BD+C
 Development Review Services Division
 Planning & Economic Development Department

10/27/15
 DATE

REPORT APPROVED BY:

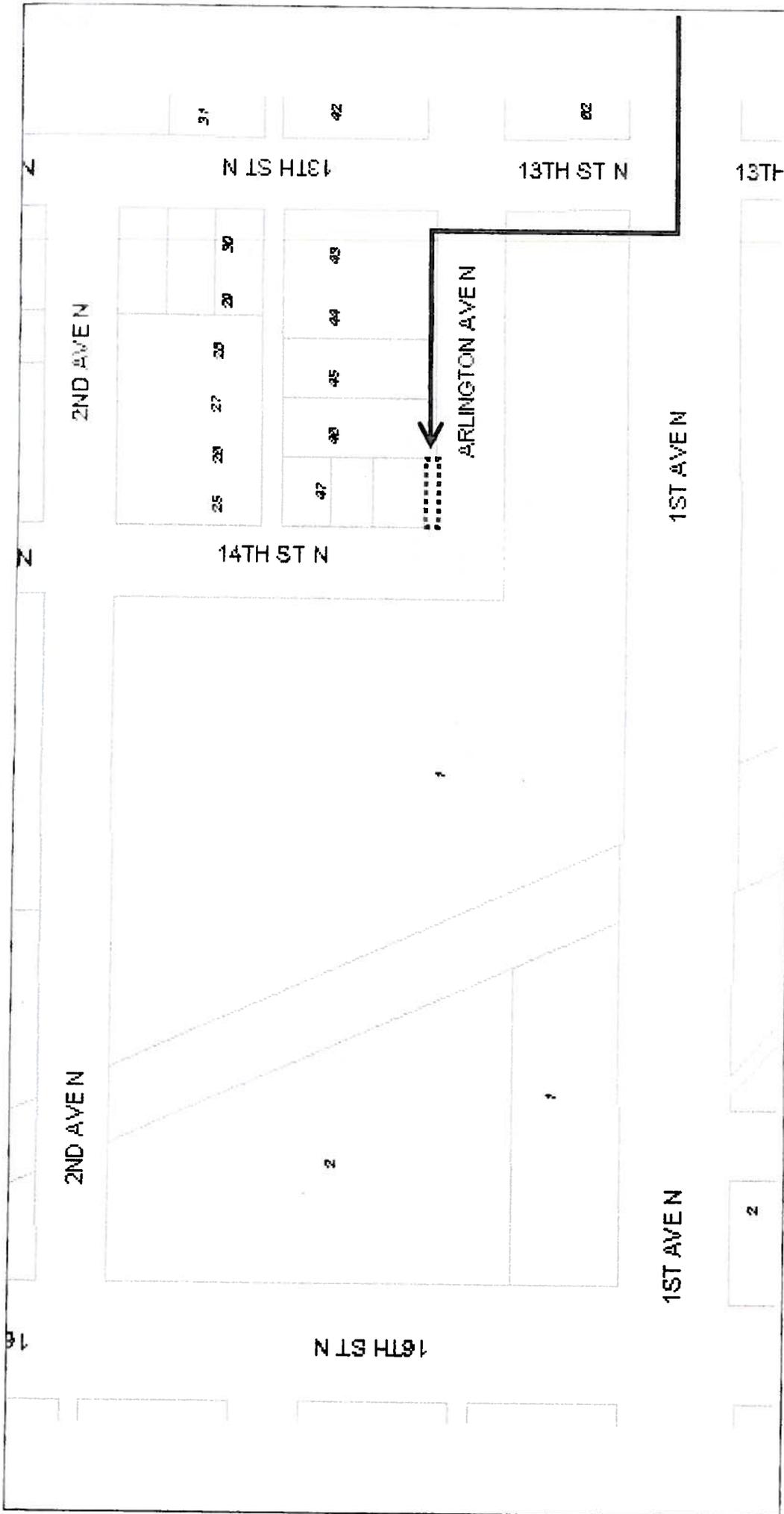


10-27-15

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

DATE

Attachments: A – Parcel Map, B – Aerial Map



Attachment "B"
 City of St. Petersburg, Florida
 Planning and Economic Development Department
 Development Review Commission (DRC)
 Case No.: 13-33000006 B

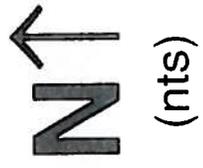
Address: Vacation of a the south seven and one half (7 1/2) feet of Lot 47 of Jackson Park Subdivision, dedicated as Right-of-Way

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Attachment "A"
City of St. Petersburg, Florida
Planning and Economic Development Department
Development Review Commission (DRC)
Case No.: 13-33000006 B
Address: Vacation of a the south seven and one
half (7 1/2) feet of Lot 47 of Jackson Park
Subdivision, dedicated as Right-of-Way





SAINT PETERSBURG CITY COUNCIL

Meeting of December 3, 2015

TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of all rights-of-way and easements as dedicated on Section "D" Florida Riviera Plat No. 5, as recorded in Plat Book 17, Page 37, Public Records of Pinellas County, Florida, lying within Lots 28 through 32 inclusive, Block 3, of said Section "D" Florida Riviera Plat No. 5. (City File No.: 15-33000020)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the first reading of the attached proposed ordinance; and
- 2) Set the second reading and public hearing for December 17, 2015

The Request: The request is to vacate all rights-of-way and easements as dedicated on Section "D" Florida Riviera Plat No. 5, as recorded in Plat Book 17, Page 37, Public Records of Pinellas County, Florida, lying within Lots 28 through 32 inclusive, Block 3, of said Section "D" Florida Riviera Plat No. 5. The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal Description (Exhibit "A"). The applicant's goal is to consolidate the properties for redevelopment.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

Agency Review: The application was routed to the standard list of City departments and outside utility providers. No objections were noted, provided that the applicant be required to dedicate any necessary easements through the platting process. The special conditions of approval in this report have been designed to address all of these requirements.

Public Comments: No comments were received from the public on this application.

DRC Action/Public Comments: On November 4, 2015, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the

request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

The Administration recommends **APPROVAL** of the right-of-way and easement vacations, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall:
 - a. Replat the previously approved and currently proposed vacations, together with the rest of the land within the block.
 - b. Through the replatting process, the applicant shall coordinate any necessary arrangements for existing public infrastructure or non-City utilities, including, but not limited to, dedication of any necessary easements, abandonment or relocation.
 - c. The applicant shall be responsible for all required work and costs.
2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Attachment "A" – Parcel Map, Attachment "B" – Aerial

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF ALL RIGHTS-OF-WAY AND EASEMENTS AS DEDICATED ON SECTION "D" FLORIDA RIVIERA PLAT NO. 5, AS RECORDED IN PLAT BOOK 17, PAGE 37, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN LOTS 28 THROUGH 32 INCLUSIVE, BLOCK 3, OF SAID SECTION "D" FLORIDA RIVIERA PLAT NO. 5; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on November 4, 2015 (City File No. 15-33000020):

See Exhibit "A" – Legal Description and Sketch

SECTION 2. The above-mentioned right-of-way is not needed for public use or travel.

SECTION 3. The vacation is subject to and conditional upon the following:

1. a. Replat the previously approved and currently proposed vacations, together with the rest of the land within the block.

b. Through the replatting process, the applicant shall coordinate any necessary arrangements for existing public infrastructure or non-City utilities, including, but not limited to, dedication of any necessary easements, abandonment or relocation.

c. The applicant shall be responsible for all required work and costs.

2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

SECTION 4. 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:

PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT:



Exhibit "A-1"
LEGAL DESCRIPTION

All those rights-of-way and easements as dedicated on SECTION "D" FLORIDA RIVIERA PLAT NO. 5, as recorded in Plat Book 17, Page 37, Public Records of Pinellas County, Florida, lying within Lots 28 through 32 inclusive, Block 3, of said SECTION "D" FLORIDA RIVIERA PLAT NO. 5.

Containing 4,790 square feet, or 0.110 acres, more or less.

St. Petersburg, Florida

NOTES

1. George F. Young, Inc. and the undersigned make no representations or guarantees pertaining to easements, rights-of-way, setback lines, reservations, agreements and/or other matters pertaining to survey.
2. NOT A BOUNDARY SURVEY.
3. Basis of Bearings: S.72°44'00"W. along the North right-of-way line of Plaza Comercio, per plat of SECTION "D" FLORIDA RIVIERA PLAT NO. 3.
4. As per the City of St. Petersburg Zoning Department, the fronts of Lots 31 and 32 abut San Merino Boulevard, and the fronts of Lots 28, 29 and 30 abut Plaza Comercio.
5. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
6. This sketch is made without the benefit of a title report or commitment for title insurance.
7. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
8. Certification is understood to be an expression of professional opinion by the surveyor and mapper based on the surveyor and mapper's knowledge and information, and it is not a guarantee or warranty, expressed or implied.
9. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

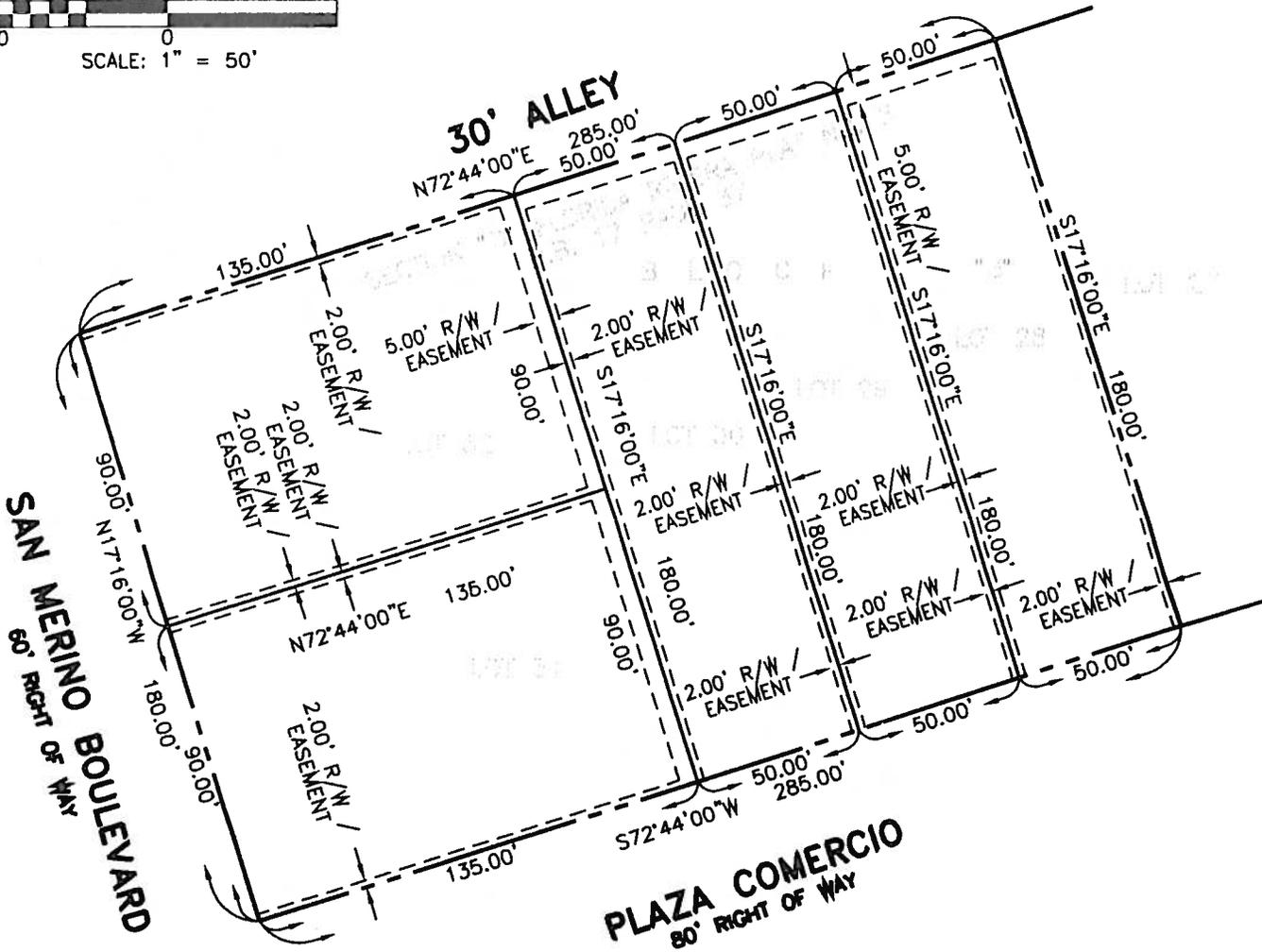
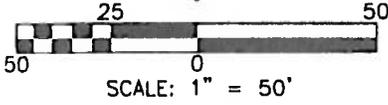
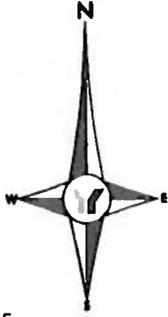
LEGEND

LB	Licensed Business	PSM	Professional Surveyor and Mapper
LS	Licensed Surveyor	R/W	Right-of-way
P.B.	Plat Book		

PREPARED FOR: Quynh Tran QT Construction, Inc.		LEGAL DESCRIPTION		BY	DATE	DESCRIPTION	
		SECTION 17	TOWNSHIP 30 S.	REVISED			
			RANGE 17 E.				
CREW CHIEF	INITIALS	DATE		George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS LB021 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA			JOB NO. 15016100SS
DRAWN	WOK	09/03/15					SHEET NO. 1 OF 2
CHECKED	CAB	09/03/15					
FIELD BOOK							
SCALE	1" = 50'	DATE September 3, 2015					

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Exhibit "A-2"



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LOGIN: WMK

PLOTTED: 09/04/15 10:09:58

PREPARED FOR:
 Quynh Tron
 QT Construction, Inc.

LEGAL DESCRIPTION
 SECTION 17 TOWNSHIP 30 S. RANGE 17 E.

REVISED	BY	DATE	DESCRIPTION

CREW CHIEF	INITIALS	DATE
DRAWN	WDK	09/03/15
CHECKED	CAB	09/03/15
FIELD BOOK		
SCALE		1" = 50'

SEE SHEET ONE OF TWO FOR SIGNATURE, SEAL, DESCRIPTION, LEGEND AND NOTES



George F. Young, Inc.
 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126
 PHONE (727) 822-4317 FAX (727) 822-2919
 LICENSED BUSINESS 19921
 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES
 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA

JOB NO.
15016100SS
 SHEET NO.
2 OF 2



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**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

According to Planning & Economic Development Department records, **no Commission member** resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on **November 4, 2015, at 2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 15-33000020 PLAT SHEET: C-54

REQUEST: Approval of a vacation of all rights-of-way and easements as dedicated on Section "D" Florida Riviera Plat No. 5, as recorded in Plat Book 17, Page 37, Public Records of Pinellas County, Florida, lying within Lots 28 through 32 inclusive, Block 3.

OWNER: Q S Investment, Inc.
3112 44th Avenue North
Saint Petersburg, Florida 33714-3808

AGENT: Catherine Bosco, PSM
George F. Young, Inc.
299 Dr. Martin Luther King Jr. Street North
Saint Petersburg, Florida 33701

ADDRESS: 1085 Plaza Comercio Drive Northeast
1091 Plaza Comercio Drive Northeast
1095 Plaza Comercio Drive Northeast

PARCEL ID NOS: 17-30-17-28566-003-0280
17-30-17-28566-003-0300
17-30-17-28566-003-0310

LEGAL DESCRIPTION: On File

ZONING: Neighborhood Suburban Multi-Family (NSM-1)

DISCUSSION AND RECOMMENDATION:

Request The request is to vacate all rights-of-way and easements as described in the above request and shown on Exhibit "A". These easements and rights-of-way are within five originally platted lots and dedicated by plat language as both easement and rights-of-way.

The area of the rights-of-way proposed for vacation are depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal Description (Exhibit "A"). The applicant's goal is to eliminate the rights-of-way in order to assemble the land for a replat into five north/south oriented single family lots. This replat is in process.

Analysis Staff's review of a vacation application is guided by:

- A. The City's Land Development Regulations (LDR's);
- B. The City's Comprehensive Plan; and
- C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant **does** provide background or analysis supporting a conclusion that vacating the subject rights-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations

Section 16.40.140.2.1 E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

Staff is suggesting a special condition at the end of this report requiring the applicant to replat the vacated areas together with the rest of the land under his ownership. Through that replat, already in process, the applicant can make the necessary arrangements for dedication of easements for future stormwater drainage and utilities.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

The requested vacation, if approved, is not anticipated to substantially impair or deny access to any other lot of record beyond the boundaries of the redevelopment site that has been assembled by the applicant.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The requested vacation, if approved, is not anticipated to adversely impact the existing roadway network. Given that the land is being assembled for division into single family lots, the easements proposed for vacation are no longer necessary.

The alley to the north will remain intact and serve the proposed residential lots, as well as an ingress egress easement shown through the lots on the pending plat. The vacation is not anticipated to substantially alter utilized public travel patterns or undermine the integrity of the surrounding street grid.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The easements proposed for vacation were presumably dedicated to provide access between the individual lots within the block. The assembly of the individual lots for redevelopment as five north/south residential lots eliminates the need for which the rights-of-way and easements were originally dedicated. The Engineering and Transportation Planning Departments have reviewed the proposed plan and agree that there is no present or future need for the easements to remain. If needed, new easements to better serve the redeveloped lots will be dedicated on the plat.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

As noted below, there are portions of the Comprehensive Plan which apply to this application. These issues are discussed in detail below.

B. Comprehensive Plan

Transportation Element Policies T 2.3 and 2.4 support the elimination of unnecessary right-of-way to promote efficient use of land where right-of-way is not necessary for present or future public use. Through the assembly of the lots within the block this redevelopment will function differently than how these lots were originally platted and makes the originally dedicated easements unnecessary. Vacation of these unnecessary encumbrances will facilitate land assembly and redevelopment of the site in a manner is consistent with the zoning regulations. The circumstances in this case support the determination that approval of the requested vacation would be consistent with the Comprehensive Plan.

C. Adopted Neighborhood or Special Area Plans

There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public

The application was routed to the standard list of City departments and outside utility providers. No objections were noted, provided that the applicant be required to dedicate any necessary easements through the platting process. The special conditions of approval in this report have been designed to address all of these requirements.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed easement and rights-of-way vacations. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall:
 - a. Replat the previously approved and currently proposed vacations, together with the rest of the land within the block.
 - b. Through the replatting process, the applicant shall coordinate any necessary arrangements for existing public infrastructure or non-City utilities, including, but not limited to, dedication of any necessary easements, abandonment or relocation.
 - c. The applicant shall be responsible for all required work and costs.
2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

REPORT PREPARED BY:


KATHRYN A. YOUNKIN, AICP, LEED, AP BD+C
Development Review Services Division
Planning & Economic Development Department

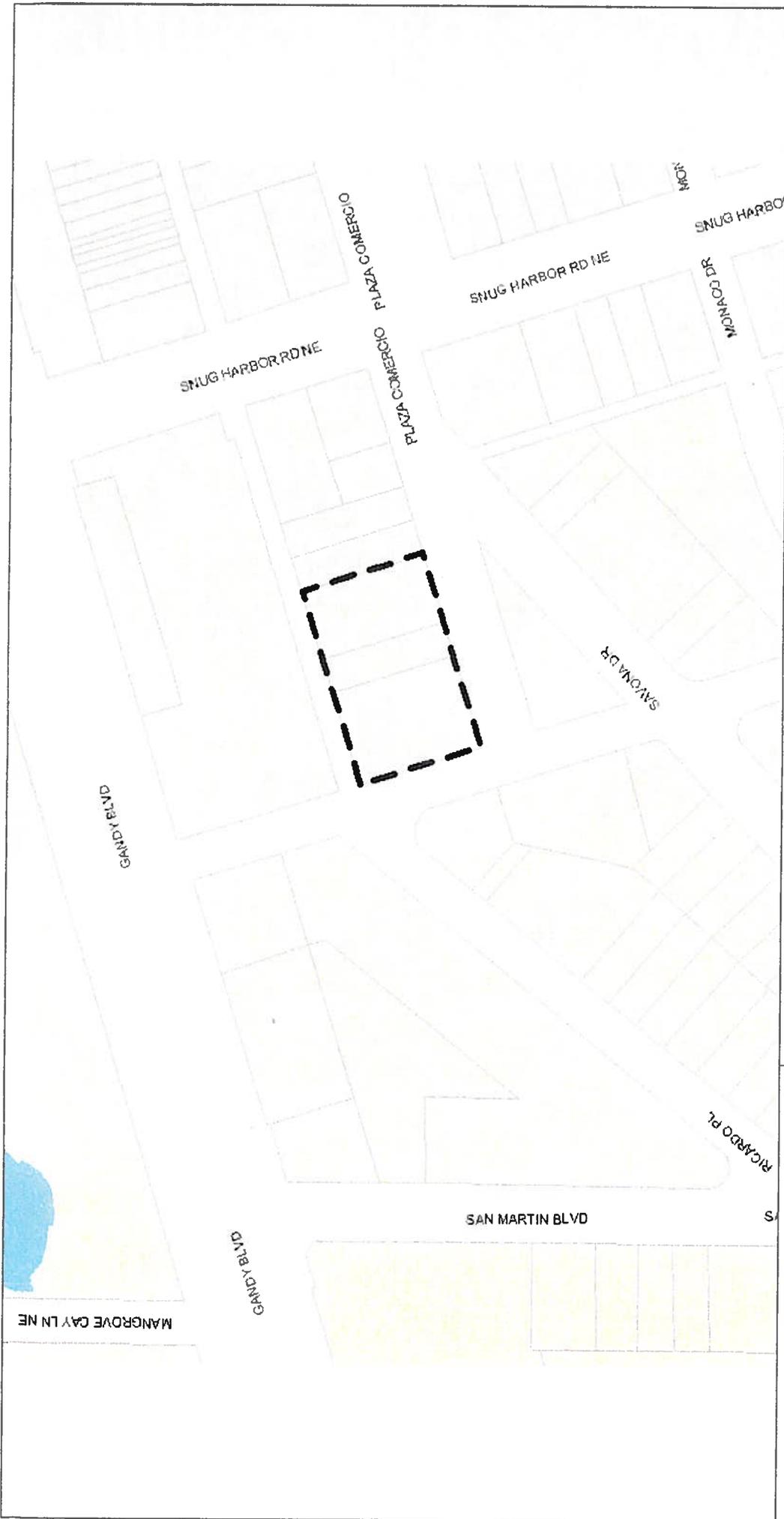
10/27/15
DATE

REPORT APPROVED BY:

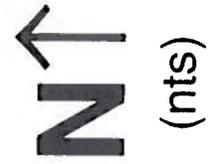

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

10-27-15
DATE

Attachments: A – Parcel Map, B – Aerial Map, Exhibit “A” Sketch and Legal Description



Attachment "A"
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 15-3300020
Address: 1085, 1091 and 1095
Plaza Comercio Drive NE





Attachment "B"
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 15-33000020
Address: 1085, 1091 and 1095
Plaza Comercio Drive NE

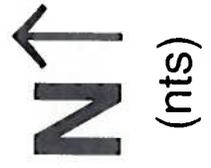


Exhibit "A-1" LEGAL DESCRIPTION

All those rights-of-way and easements as dedicated on SECTION "D" FLORIDA RIVIERA PLAT NO. 5, as recorded in Plat Book 17, Page 37, Public Records of Pinellas County, Florida, lying within Lots 28 through 32 inclusive, Block 3, of said SECTION "D" FLORIDA RIVIERA PLAT NO. 5.

Containing 4,790 square feet, or 0.110 acres, more or less.

St. Petersburg, Florida

NOTES

1. George F. Young, Inc. and the undersigned make no representations or guarantees pertaining to easements, rights-of-way, setback lines, reservations, agreements and/or other matters pertaining to survey.
2. NOT A BOUNDARY SURVEY.
3. Basis of Bearings: S.72°44'00"W. along the North right-of-way line of Plaza Comercio, per plat of SECTION "D" FLORIDA RIVIERA PLAT NO. 3.
4. As per the City of St. Petersburg Zoning Department, the fronts of Lots 31 and 32 abut San Merino Boulevard, and the fronts of Lots 28, 29 and 30 abut Plaza Comercio.
5. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
6. This sketch is made without the benefit of a title report or commitment for title insurance.
7. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
8. Certification is understood to be an expression of professional opinion by the surveyor and mapper based on the surveyor and mapper's knowledge and information, and it is not a guarantee or warranty, expressed or implied.
9. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

LB	Licensed Business	PSM	Professional Surveyor and Mapper
LS	Licensed Surveyor	R/W	Right-of-way
P.B.	Plat Book		

PREPARED FOR: Quynh Tran QT Construction, Inc.		LEGAL DESCRIPTION		BY	DATE	DESCRIPTION
SECTION 17		TOWNSHIP 30 S.		RANGE 17 E.		REVISED
CREW CHIEF	INITIALS	DATE	 <p style="margin: 0;">George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS (LB02) ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA</p>			
DRAWN	WDK	09/03/15				
CHECKED	CAB	09/03/15				
FIELD BOOK	Catherine A. Bosco PSM LS 6257					
SCALE 1" = 50'			DATE September 3, 2015		JOB NO. 15016100SS	
SHEET NO. 1 OF 2						

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ST. PETERSBURG CITY COUNCIL
MEETING OF DECEMBER 3, 2015

TO: The Honorable Charles Gerdes, Chair, and Members of City Council

FROM: Mike Dove, Neighborhood Affairs Administrator

SUBJECT : Amending St. Petersburg City Code, Chapter 27 relating to Single-Family Single Stream Recycling Service pick-up locations

The attached ordinance amends St Petersburg City Code, Chapter 27 Article V to include alley and backyard service for Single-Family Single Stream Recycling Services.

The Sanitation Department, working with the City Attorney's office, has prepared the attached proposal to amend the St. Petersburg City Code Article V. It includes amendments to two (2) sections of Chapter 27 generally providing for alley or backyard collection of recyclables from those residences that have alley or backyard solid waste collection.

The Sanitation Department plans to implement this change in January of 2016.

The monthly fee for Single-Family Single Stream Recycling Services will remain at \$2.95.

AN ORDINANCE AMENDING ST. PETERSBURG CITY CODE
CHAPTER 27; PROVIDING FOR ALLEY AND BACKYARD
RESIDENTIAL RECYCLING SERVICES; AND PROVIDING AN
EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section One. Section 27-539 subsection (b) of the St. Petersburg City Code is hereby amended to read as follows:

Section 27-539

- (b) Single-family residences, multiple-family residences and commercial establishments not using commercial bulk garbage or bulk recycling containers shall place all garbage that is to be removed in bulk garbage containers ~~and have a choice of for curbside or alley residential service, whichever is designated by the POD,~~ or backyard residential service. Single-family residences shall place recyclable materials in a bulk recycling container for curbside or alley residential service, which is designated by the POD, or backyard residential service.
- (1) Curb/alley residential service. Bulk garbage containers shall be placed at the curbside in front of property in such manner as not to obstruct pedestrian passage and no further away from the curb than two feet with the container handle away from the street, or ~~if a serviceable service in an alley is available provided,~~ not more than three feet from the alley right-of-way. A bulk container placed in an alley will be located by the POD and not relocated without POD's permission.
 - (2) Backyard residential service. Approved waste containers shall be placed not more than 80 feet from street right-of-way and shall not be placed within any completely fenced or walled area or enclosure of any kind. This prohibition shall include sunken cans, unless such sunken cans are approved by the POD.
 - (3) Single-family single stream recycling service. Bulk recycling containers shall be placed at the curbside in front of property in such manner as not to obstruct pedestrian passage and no further away from the curb than two feet with the container handle away from the street or if service in an alley is provided, not more than three feet from the alley right-of-way.

Section Two. Coding: As used in this ordinance, language appearing in ~~struck-through~~ type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section Three. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section Four. In the event this Ordinance is not vetoed by the Mayor in accordance with the

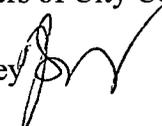
City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately 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.

Approved as to form and content:

City Attorney (designee)

ST. PETERSBURG CITY COUNCIL
MEETING OF DECEMBER 3, 2015

TO: The Honorable Charles Gerdes, Chair, and Members of City Council

FROM: Jeannine S. Williams, Chief Assistant City Attorney 

SUBJECT: Amending Ordinance 164-H relating to Major Construction Project Requirements for Disadvantaged Workers to Renumber Section 2-299 to Section 2-298.5

The attached ordinance amends Ordinance 164-H to renumber Section 2-299 to Section 2-298.5 to reflect the current code number in Municode. There are no substantive changes to Ordinance 164-H. All changes relate to renumbering the section number and are present on page 1. If you have any questions, please contact me.

Ordinance No. ____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING ORDINANCE 164-H REGARDING MAJOR CONSTRUCTION PROJECT REQUIREMENTS FOR DISADVANTAGED WORKERS TO RENUMBER SECTION 2-299 TO SECTION 2-298.5; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Ordinance 164-H is hereby amended to read as follows:

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE BY ADDING SECTION ~~2-299~~ 2-298.5 TO DIVISION 7, CHAPTER 2, ARTICLE V, REQUIRING CONTRACTORS TO EMPLOY DISADVANTAGED WORKERS ON MAJOR CONSTRUCTION PROJECTS; PROVIDING THE AUTHORITY FOR THE POD TO PROMULGATE POLICIES AND PROCEDURES TO IMPELEMENT, MONITOR AND ENFORCE THIS REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council hereby makes the findings set forth in the City Code sections adopted by this ordinance regarding the importance of requiring contractors to employ disadvantaged workers to work on major construction projects.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended by adding a new section ~~2-299~~ 2-298.5 to Division 7, Chapter 2, Article V to read as follows:

Section ~~2-299~~ 2-298.5. – Major Construction Project Requirements for Disadvantaged Workers

(a) Findings.

(1) The 2015 St. Petersburg unemployment rate is 5.7%. Requiring contractors to

employ disadvantaged workers to perform work on construction projects of \$2,000,000 or more is necessary to increase employment of disadvantaged workers and decrease the overall level of unemployment.

(2) According to the 2020 Plan Taskforce, in St. Petersburg, ex-offender men who are looking for work, but cannot secure a job, account for at least 20% of all male unemployment citywide.

(3) As reported by the PEW Charitable Trust Foundation, being incarcerated reduces hourly wages for men by approximately 11 percent, annual employment by 9 weeks and annual earnings by 40%.

(4) In November 2010, the Center for Economic and Policy Research released a study titled, "Ex-offenders and the Labor Market," which found that a felony conviction or imprisonment significantly reduces the ability of ex-offenders to find jobs, costing the U.S. economy an estimated \$57 to \$65 billion annually in lost economic output. Research conducted to isolate the effect of a felony conviction on employers' willingness to hire found that 80 to 90% of employers said they would hire "former welfare recipients, workers with little recent work experience or lengthy unemployment, and other stigmatizing characteristics," but only 40% said they would consider hiring job applicants with criminal histories.

(5) As reported by the American Bar Association Journal, a 2009 study sent job applicants who were evenly matched, except that one of the two had a criminal record, on job interviews. The criminal record reduced the chances of a callback by 50%.

(6) Unemployment is linked to increased crime and lowering the unemployment rate will be a benefit to the safety of St. Petersburg residents. According to the Urban Institute, employment is a top factor identified by incarcerated individuals as being critical to their ability to successfully reintegrate into the community and stay crime free.

(7) The City of St. Petersburg awards millions of dollars in contracts for construction projects each year which results in the creation of a wide variety of employment opportunities. The contracts are paid for by taxpayer dollars which should be used to increase employment opportunities, increase consumer income, decrease levels of poverty and reduce the need for taxpayer funded programs in other areas.

(8) The percentage of persons receiving public assistance benefits in Florida has increased by more than 50% since 2000. Requiring the employment of unemployed disadvantaged workers on major construction projects will promote economic security for persons working in the City and their families, decreasing the number of citizens in St. Petersburg who rely on public assistance.

(b) Intent.

It is the intent and policy of the City to increase the number of employed disadvantaged workers to attempt to counteract the economic and social ills associated with the unemployment levels that exist within the City. In furtherance of this policy, the City is requiring contractors to employ disadvantaged workers to work on City construction projects of \$2,000,000 or more.

(c) Definitions.

(1) The definitions set forth in the procurement code, currently section 2-240, shall apply to this division with the exception of the definition of "construction" which is defined in subsection (2) of this section.

(2) The following definitions shall apply only to this division:

- a. *Construction or major construction project* means a City project with a contract amount of \$2,000,000 or more, as approved by City Council, which involves building, altering, repairing, improving, demolishing or replacing any public structure, building, or roadway, or other public improvement.
- b. *Disadvantaged worker* means either a person who has a criminal record or a person who has received public assistance benefits within the 12 months preceding employment by the prime contractor or subcontractor.
- c. *Employ* shall mean to permit a person to work for wages.
- d. *Hours of Work Performed* means actual hours worked on a major construction project.
- e. *Prime contractor or contractor* means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major construction project.
- f. *Public assistance benefits* means unemployment benefits, Medicare or Medicaid benefits, or food assistance benefits as administered by the Federal Government or State of Florida.
- g. *Subcontractor* means a person or entity that has a direct contract with the prime contractor to perform a portion of a major construction project.

(d) Major Construction Project Bidding and Contract Requirements for Disadvantaged Workers.

(1) *Disadvantaged worker required participation percentage.* At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by disadvantaged workers employed by prime contractors or subcontractors.

(2) *Bidding.* Prime contractors bidding on major construction contracts must submit the following with their bid: a list of the resources which will be used to identify disadvantaged workers, a list of subcontractors proposed to be used for the project, total work hours estimated for the major construction project, a demonstration of 10% of the total work hours proposed to be performed by disadvantaged workers, and a description of the work to be performed by the disadvantaged workers. The POD may waive the requirements for disadvantaged workers in bid documents if the POD determines that the project involves a high proportion of equipment and materials costs compared to the anticipated labor hours or that there is an insufficient number of disadvantaged workers available to meet the contract requirements. The POD shall put the reasoning for the waiver in writing and submit such reasoning to City Council upon presenting the major construction project to City Council for contract approval.

(3) *Award of contracts.* All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, pursuant to this division, the POD may reject any bid determined not to be the lowest responsive and responsible bid.

(4) *Changes after work begins.* The prime contractor and subcontractors must make good faith efforts to replace any disadvantaged worker who can no longer work on a major construction project with another disadvantaged worker in order to achieve the participation percentage.

(5) *Documentation of good faith efforts.* A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor is not able to achieve or maintain the required percentage, the contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the contractor made good faith efforts shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of disadvantaged workers.

(6) *Required documentation.* The prime contractor and subcontractors shall keep an accurate record showing the total hours of work performed on a major construction project and the name, address, trade classification, hours worked, evidence of disadvantaged worker status, and employment status of all disadvantaged workers asserted to meet the percentage required in this division. The prime contractor shall submit the records to the POD at the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion). The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.

(7) *Compliance; Penalties.* Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements of this division may result in the imposition of one or more penalties described in the procurement code, respective contract documents or any other available remedies.

(8) *Authority of the POD.* The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the requirements of this division throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements of this division.

(9) *Compliance with federal and state regulations.* The provisions of this division shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project.

(e) Major Construction Project Incentive Program for Disadvantaged Workers.

(1) *Retainage Incentive Authority.* – The POD has the authority to approve reduction of the retainage held on portions of progress payments at each of the following levels of completion of a major construction project: the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion rate). The maximum retainage reduction may result in a reduction from 10% to 7.5% at the 25% point of completion; a reduction from 10% to 5% retainage at the 50% point of completion; and a reduction from 5% to 2.5% retainage at the 99% point of substantial completion.

(2) *Retainage reduction.* If the contractor demonstrates that 20% of all hours of work are performed by disadvantaged workers, the contractor will be eligible for a reduction of the retainage held on portions of progress payments at each level of completion of the major construction project.

(3) *Affidavit of Compliance.* The contractor must submit an affidavit of compliance which includes a list of the names and phone numbers of the disadvantaged workers, total work hours for the major construction project and a demonstration of 20% of the total work hours performed by disadvantaged workers. The POD will review this affidavit to verify eligibility for a reduction of retainage on progress payments. To qualify for a retainage reduction, the contractor must submit an affidavit of compliance at the 25%, 50% and substantial completion (99% completion rate) levels of project completion as measured by contract payments made by the City.

Section 2. The POD shall prepare an annual report for City Council which should include the dollar amount of each major construction project, the total work hours for each major construction project, the hours of work performed by disadvantaged workers on each project, and

to the extent reliable, any adverse effects regarding the number and price of bids on each major construction project.

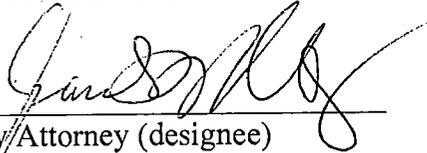
Section 3. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

Section 4. The administration is authorized to commence all actions necessary to implement the provisions of this ordinance within 90 days after this ordinance is enacted.

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 this Ordinance, in which case this 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.

Section 2. 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 this Ordinance, in which case this 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.

Approved as to form and content:



City Attorney (designee)

ST. PETERSBURG CITY COUNCIL

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair and Members of City Council

Subject: An Ordinance amending the St. Petersburg City Code; revising the definition of false security alarm; revising section headings; revising the duration of Security Alarm Permits and creating a new renewal period; creating criteria and conditions for administrative review of false alarm occurrences, deleting corrective action incident fine schedule; revising the fine schedule for permitted versus non-permitted occurrences; revising procedure for appeal of decisions to the City Administrator or his designee; expanding the grace period for newly installed alarms or change in occupancy; and providing and effective date.

Explanation: The City's goals for the False Security Alarm Program are to minimize the number of false security alarms requiring a response by the Police Department and to provide cost efficient operations related to the registration and accounting responsibilities. As such, staff proposes (1) modifying our current structure to eliminate the first non-permitted false alarm fine which will allow us the opportunity to provide our citizens with a written warning prior to the issuance of the first fine, and (2) decreasing the cost of our second and third non-permitted fines to provide consistency within the fine schedule as shown in the following table.

In addition to the changes in the fine schedule, we also recommend realigning the expiration date of each security alarm permit to allow for all permits to expire annually on December 31st. Currently, each permit expires twelve months after the customer's initial application date. This change will also allow the permits to be in sync with the fine schedule which resets for everyone each January 1st. The proposed ordinance also provides for cancelling of fines due to alarm malfunctions that have been corrected or repaired by the alarm company in a timely fashion, and allowing for false alarms occurring within 48 hours of each other to be counted as a single false alarm for the purpose of assessing these fines, and lastly, allowing for the appeal process to begin with an Administrative Review by the Enforcement Official prior to an appeal through the City Clerk's office for a hearing by the City Administrator.

Recommendation: Administration recommends City Council schedule a first reading on December 3, 2015 followed by a public hearing on December 17, 2015 for the attached Ordinance.

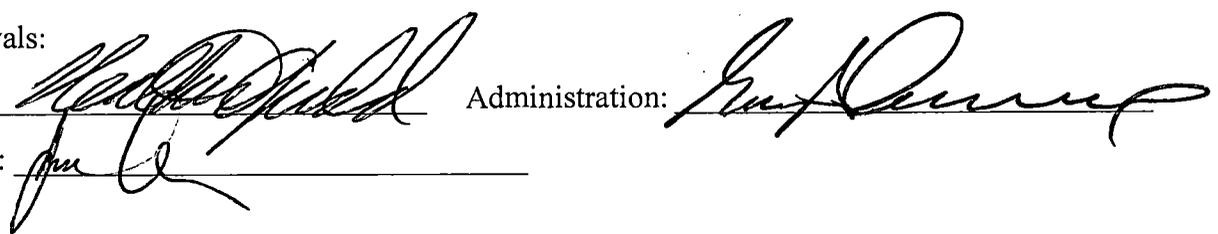
Cost/Funding/Assessment Information: Although the False Alarm revenue is projected to decrease with the approval of the Ordinance, it will continue to be within the Fiscal year 2016 budget amounts.

Approvals:

Legal:

Budget:

Administration:

The image shows three handwritten signatures in black ink. The first signature is for the Legal department, the second is for the Administration department, and the third is for the Budget department. Each signature is written over a horizontal line.

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE; REVISING THE DEFINITION OF FALSE SECURITY ALARM; REVISING SECTION HEADINGS; REVISING THE DURATION OF SECURITY ALARM PERMITS AND CREATING A NEW RENEWAL PERIOD; CREATING CRITERIA AND CONDITIONS FOR ADMINISTRATIVE REVIEW OF FALSE ALARM OCCURANCES; DELETING CORRECTIVE ACTION INCIDENT FINE SCHEDULE; REVISING THE FINE SCHEDULE FOR PERMITTED VERSUS NON-PERMITTED OCCURANCES; REVISING PROCEDURE FOR APPEAL OF DECISIONS TO THE CITY ADMINISTRATOR OR HIS DESIGNEE; EXPANDING THE GRACE PERIOD FOR NEWLY INSTALLED ALARMS OR CHANGE IN OCCUPANCY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Chapter 20, Article VI, Division 2 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 20-226. - Definitions.

When used in this section, the following terms shall have meanings ascribed to them below unless another meaning is clearly evident from the context in which they are used:

Activation means when the security alarm alerts the fire or police department that a response is required.

Alarm initiating device means a device that is designed to respond either manually or automatically to smoke, fire or activation of a fire suppression system.

Arming station means a device that allows control of a security alarm system.

Automatic telephone dialing device or digital alarm communicator system means an alarm system which automatically sends a pre-recorded voice message or coded signal over regular telephone lines, by direct connection or otherwise, indicating the existence of the emergency situation that the alarm system is designed to detect.

Cancellation means the process whereby an official response is terminated, when a security or fire alarm monitoring company (designated by the responsible party) for the premises, notifies the responding Police or Fire Department that there is not an existing situation at the premises requiring an official response to the alarm. This notification must be received in the Police or Fire Communications Center prior to Police or Fire Officers' arrivals in order for the alarm call to be cancelled.

Duress alarm means a silent security alarm system signal generated by the entry of a designated code into an arming station in order to signal that the responsible party is being forced to turn off the system and requires an official response to the alarm.

Enforcement Official means the POD (currently, the False Alarms Division), Fire or Police Chief or his designated representative.

False fire alarm means the activation of any fire alarm system which results in a response by the Fire Department and which is caused by mechanical failure, malfunction, improper installation, lack of proper maintenance, negligence or intentional misuse of the fire alarm system by the responsible party or any other activation of a fire alarm system not caused by heat, smoke or fire.

False security alarm means a security alarm malfunction or the activation of any alarm, not caused by forced entry, attempted forced entry, or robbery which results in an official response of the Police Department and ~~which is caused by the negligent or intentional misuse of the system by the responsible party~~. A presumption exists that the alarm was false if the Police Officer responding to the alarm finds no evidence of criminal activity, attempted criminal activity or an emergency at the premises.

Fine means a monetary assessment for a false fire or false security alarm that is punitive in nature.

Fire alarm activation report means a document issued by the Enforcement Official indicating that the activation was deemed to be the result of a fire alarm activation due to a false fire alarm.

Fire alarm system means a system or portion of a combination system consisting of components and circuits arranged to monitor the status of a fire alarm and to initiate the appropriate response to the alarm.

Holdup alarm means a silent security alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

Monitoring means the process by which a fire and/or security alarm monitoring company receives signals from a fire and/or security alarm system and relays an alarm activation for the purpose of summoning the Fire or Police Department to the alarm site.

Official response to alarm means a response to an alarm activation where any member of the Fire or Police Department is dispatched to the premises where the alarm has been activated or where any member of the Fire or Police Department learns of the activation of the alarm system, by any means whatsoever, and responds thereto by traveling to that premise. The response ends when the Officer or member has completed his investigation of the incident.

Panic alarm means a security alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a response from the Police Department.

Premises means any building, structure or combination of buildings and structures including the curtilage thereof, which is used for residential, commercial or any other purpose. At the option of the responsible party, outbuildings, or separate or detached buildings may be deemed separate premises' for the purpose of fire or security alarm permits.

Responsible party means any person, his employees, agents or servants who owns or controls the premises in which an alarm system is installed. By way of example and not limitation, the person who controls is a person who leases, operates, occupies or manages the premises.

Security or fire alarm malfunction means the activation of any alarm which results in an official response of the Police or Fire Department caused by mechanical failure, malfunction, improper installation or lack of proper maintenance; or any other response for which the Police or Fire Department personnel are unable to gain access to the premises for any reason or are unable to determine the apparent cause of the activation.

Security alarm permit means a permit issued by the City upon receipt of an applicant's registration information and/or other required forms by the POD prior to issuance.

Security alarm system means any mechanical, electrical or radio controlled device which is designed to be used for the detection of any unauthorized entry into a building, structure or facility, or for alerting others of the commission of an unlawful act at or within a building, structure or facility, or both, which emits a sound or transmits a signal or message when activated. Without limiting the generality of the foregoing, alarm systems shall be deemed to include audible alarms at the site of the installation of the detection device, proprietor alarms, and automatic telephone direct dial devices or digital communicator systems.

Excluded from the definition of security alarm systems are devices which are designed or used to register alarms that are audible, visible or perceptible, in or attached to any motor vehicle, or auxiliary devices installed by telephone companies to protect telephone systems from damage or disruption of service.

Takeover means the transaction or process by which a new party takes over control of a premises where there is an existing security or fire alarm system previously controlled by the prior responsible party.

Verify means an attempt by the security or fire alarm monitoring company to contact the responsible party by telephone and/or other electronic means unless otherwise exempted by State statutes, whether or not actual contact with the responsible party is made, to determine whether an alarm signal is valid before requesting an official response to the alarm, in an attempt to avoid an unnecessary official response. Telephone verification shall require that a second call be made to a different number if the first attempt fails to reach the responsible party who can properly identify themselves to determine whether an alarm signal is valid before requiring an official response to the alarm.

Sec. 20-227. - Alarm system operations.

- (a) The City, its officers, employees and agents, shall not assume any duty or responsibility for the installation, maintenance, operation, repair or effectiveness of any privately owned security or fire alarm system, those duties or responsibilities being solely those of the responsible party as defined in this division.
- (b) The responsible party shall be required to silence and reset an activated security alarm. All security alarm systems shall automatically reset/silence the audible alarm within 15 minutes of activation.
- (c) All security alarm systems shall have a backup power supply that will automatically become available for a minimum of four hours in the event of a power failure or outage, without activation of the security alarm system.

Sec. 20-228. - Alarm permits.

- (a) Every person who installs, owns, leases, possesses or operates any security alarm system within the City may obtain a security alarm permit prior to activation of the security alarm system. ~~The information provided to the City for a permit is very helpful; therefore, false security alarm responses will be treated differently with respect to fines.~~
- (b) Applications for a security alarm permit are available from, and may be filed with, the POD (currently, the False Alarms Division) and shall be on forms provided by the POD. Upon approval of the application, the POD Enforcement Official shall issue a security alarm permit which shall be valid for the calendar one permit year in which the application is submitted.
- (c) All permits issued by the POD expire annually on December 31st at 11:59 p.m. Annual renewal applications must be submitted to the POD prior to December 1st to obtain an alarm permit for the following calendar year.

Sec. 20-229. - Responsibility for alarm activation, responsible party response, alarm malfunction, corrective action, and fines.

- (a) The responsibility for false alarms shall be borne by the responsible party for the premises at the time of the false alarm. ~~In the absence of the specific assignment of responsibility for the alarm, the person or persons occupying and/or controlling the premises on which the alarm is located are liable.~~
- (b) When responding to an alarm at which there are no individuals present on the premises, and there is evidence of a break in, attempted break in, tampering with the security alarm system, or circumstances which the Officer reasonably believes requires the presence of the responsible party, the responsible party or authorized representative will be contacted and required to respond to the premises within 45 minutes, for the purposes of conducting a security check of the premises and resetting the alarm system. If the responsible party or authorized representative is not available after notification is attempted, or fails or refuses to respond to the premises as required herein, the responsible party shall be assessed a fine of

\$40.00, notwithstanding that it is later determined that the alarm activation was not a false alarm or alarm malfunction.

(c) If the POD determines that the alarm was activated by severe weather conditions which includes but is not limited to hurricanes, tornadoes, or a direct lightning strike to the premises and the alarm system had a back-up power source as required by this chapter, the fine may be cancelled by the POD upon presentation by the responsible party of evidence of the same. If the alarm was activated as a result of an alarm malfunction that was not the result of human error, including but not limited to mechanical defects in sensors or other detection equipment, the fine may be cancelled by the POD upon showing that the reason for the alarm malfunction has been corrected or repaired by the alarm company or is scheduled to be so repaired within 10 days of the date of the notice of false alarm. Such proof may include, but is not limited to, work orders showing the system has been repaired or scheduled to be repaired. If the alarm is scheduled to be repaired the fine will not be cancelled until proof of repair is provided to the POD.

~~(e) In the event of a security or fire alarm activation deemed to be the result of an alarm malfunction, the responsible party will be served with an "alarm cause and corrective action" form by an officer or member of the Police or Fire Department. This form will indicate the activation was deemed to be the result of a security or fire alarm malfunction, and will require the responsible party to return within 15 days of receipt, a completed "affidavit of service and repair." This affidavit, shall verify that the security or fire alarm system in question has actually been examined by the responsible party or a security or fire alarm technician and that a bona fide attempt has been made to identify and correct the cause or suspected cause of the security or fire alarm malfunction.~~

~~(1) Failure to return an affidavit of service and repair within said 15 days of service, will result in an assessment against the responsible party of a fee as set forth in the following schedule:~~

~~Fine schedule: Failure to return affidavit.~~

~~First incident\$30.00~~

~~Second incident40.00~~

~~Third incident50.00~~

~~Fourth incident or more50.00~~

~~For fire alarms the fine shall increase to \$500.00.~~

~~(2) The timely return of an affidavit of service and repair to the Enforcement Official, shall exempt the responsible party from any fines in subsection (c)(1) of this section but not from any applicable fine in section 20-230(a).~~

~~(d) Each false alarm for which the Police or Fire Department makes a separate response is subject to a separate fine.~~

Sec. 20-230. - Fines for multiple alarm malfunctions or for false alarms.

(a) ~~False security alarm or alarm malfunction fine schedules.~~ A fine shall be assessed under this section for each ~~false security alarm or fire alarm~~ occurrence at the same premises responded to by the Police ~~or Fire Department~~ during each calendar year. ~~False alarms or alarm malfunctions occurring within 48 hours will be counted as a single false alarm or alarm malfunction for the purpose of assessing fines under this chapter.~~ The following fines shall be paid by the responsible party for each ~~false alarm or alarm malfunction~~ as follows:

(1)

False Security Alarm or Alarm Malfunction Fine Schedule		
Number of False Alarm Occurrences	Fine per Occurrence with Security Alarm Permit	Fine per Occurrence without Security Alarm Permit
First occurrence	\$0.00	\$100.00 <u>0.00</u>
Second occurrence	\$0.00	\$250.00 <u>200.00</u>
Third occurrence	\$50.00	\$500.00 <u>400.00</u>
Fourth occurrence	\$100.00	\$500.00
Fifth occurrence	\$200.00	\$500.00
Sixth and seventh occurrence	\$300.00	\$500.00
Eight and ninth occurrence	\$400.00	\$500.00
Tenth and above occurrence	\$500.00	\$500.00

(b2) ~~False fire alarm or alarm malfunction fine schedule.~~ A fine shall be assessed under this section for each ~~false fire alarm~~ occurrence at the same premises responded to by the ~~Fire Department~~ during each calendar year. The following ~~fine~~ shall be paid by the responsible party for each ~~false fire alarm~~ as follows:

False Fire Alarm or Alarm Malfunction Fine Schedule
--

Number of Alarms	Fine per Occurrence
First occurrence	\$0.00
Second through fifth occurrence	\$130.00
Sixth through ninth occurrence	\$400.00
Tenth and above occurrence	\$500.00

(be) Each fine shall be paid to the City within 30 calendar days from the date of the written notification of the fine. These fines are separate and apart from any fines that may be assessed for a violation of this division, either through a municipal ordinance violation or other code enforcement process.

(cd) Payments not made within 30 calendar days from the date of the written notification of the fine shall be charged a late fee of \$15.00.

Sec. 20-231. – Administrative Review and Appeals.

(a) Administrative Review. The responsible party may request an administrative review by the Enforcement Official within 15 calendar days of the date of the notice of false alarm or fine to determine the responsible party's eligibility for cancellation of the fine pursuant to any of the criteria provided in this division. Such request shall be in writing and filed with the Enforcement Official. It is the responsibility of the responsible party to provide any and all paperwork or evidence required by this division in order to prove the responsible party qualifies for any of the fine cancellation criteria. The Enforcement Official shall provide a written decision upholding or cancelling the fine to the responsible party within 10 calendar days of the request for administrative review. The responsible party may not file an appeal unless they have timely obtained an administrative review.

(ba) Appeals. The responsible party may appeal within 150 calendar days of the date of a written determination of the Enforcement Official to uphold any false alarm fine receipt by the responsible party of any notice of false alarm or fine, to contest the determination of the Enforcement Official. validity of any notice of false alarm or fine. The appeal shall be in writing on such forms provided by the POD and accompanied by a copy of the determination of the Enforcement Official and an appeal fee of \$235.00, which shall be refunded if the responsible party prevails. Said request related to a false security alarm or false fire alarm shall be directed to the City Clerk. The City Administrator or designee shall hold a hearing within 20 calendar days from the date the responsible party files the request for a hearing with the City Clerk. The responsible party shall be given notice of the hearing and shall have the opportunity to present evidence on their behalf, to cross-examine any witnesses, and to be represented by counsel. Within ten calendar days of the hearing, the City Administrator or designee shall issue a written determination affirming or denying the

action taken by the Enforcement Official and advising the responsible party of the action needed. The written determination shall be final and conclusive.

- ~~(b) The City Administrator or designee shall hold a hearing within 20 calendar days from the date the responsible party files the request for a hearing with the City Clerk. The responsible party shall be given notice of the hearing and shall have the opportunity to present evidence on their behalf, to cross-examine any witnesses, and to be represented by counsel. Within ten calendar days of the hearing, the City Administrator or designee shall issue a written determination affirming or denying the action taken by the Enforcement Official and advising the responsible party of the action needed. The written determination shall be final and conclusive.~~
- (c) If the responsible party is unsuccessful in their administrative review or appeal, the responsible party shall have 30 calendar days from the date the Enforcement Official or the City Administrator or designee issued the written determination, whichever is later, to satisfy the requirements set forth in the written determination.
- ~~(d) If the City Administrator or designee determines that the alarm was activated by severe weather conditions which includes but is not limited to hurricanes, tornadoes, or a direct lightning strike to the premises, the fine shall be canceled. However, within 15 calendar days from the date the City Administrator or designee issues the written determination, the responsible party must present the Enforcement Official written evidence from a licensed alarm technician certifying the alarm system is operating properly.~~

Sec. 20-232. - Automatic telephone dialing alarm device.

It shall be unlawful for any person to possess, operate or maintain an alarm system that includes an automatic dialing system that automatically dials the statewide emergency telephone number (911), or any other telephone number assigned to the Police or Fire Department, except when required by federal or State law or local ordinance.

Sec. 20-233. - Newly installed alarm systems.

The provisions of this section shall not apply to any a single false alarm generated by a newly installed alarm system for a period of 30 days from the date of the installation. The 30 day grace period may also be applied to new owners or lessees of a property with a previously installed alarm system for a single false alarm malfunction. Proof of date of installation or commencement of occupancy must be provided to the POD.

Sec. 20-234. - Testing alarm systems.

Notwithstanding any other provision of this chapter, it shall not be a violation of this section to test an alarm system under the following conditions:

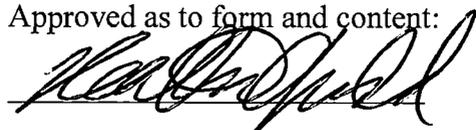
- (1) Where there is no visual, audio, electronic or other indication of the alarm which can be seen, heard or received beyond the boundaries of the property upon which the test is occurring; or
- (2) Where there is a visual, audio, electronic or other indication of the alarm which can be seen, heard or received beyond the boundaries of the property upon which the test is occurring, and one of the following two precautions are observed:
 - a. Adequate measures are taken to ensure that anyone seeing, hearing or receiving the indication of an alarm will not report it either directly or indirectly to the City as an alarm requiring assistance of the Police or Fire Department of the City; or
 - b. The Police or Fire Department of the City is notified, in writing ~~to the Enforcement Official~~, in advance of the test and is instructed not to respond by the responsible party for the property upon which the test is to occur.

Section 2. 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 3. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

Section 4. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after 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 take effect 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.

Approved as to form and content:



City Attorney (designee)

**ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE**

Committee Report

**Meeting of November 23, 2015
8:00 a.m. - City Hall Room 100**

Members & Alternate: Budget, Finance & Taxation Committee: Chair James R. "Jim" Kennedy, Jr.; Vice Chair Karl Nurse; William Dudley; Charles Gerdes; and Darden Rice (alternate).

Support Staff: Robert Coats, Risk Management Analyst, Human Resources
Linda Seufert, Manager, Parks and Recreation

- A. Call to Order**
- B. Approval of Agenda--Approved**
- C. Approval of Minutes--None**
- D. New/Deferred Business**

1 . November 23, 2015

a. 1st Quarter Delinquent Lease List FY16 (Grimes)

Bruce Grimes, Real Estate and Property Management Director reported that Sylvia's Restaurant located at the Manhattan Casino owes back rent in the amount of \$22,470.00 and additional rent in the form of late fees and NSF fees of \$2,160.50 together with delinquent 2014 Real estate taxes of \$35,633.92 totals \$60,264.42 that is owed the City of St. Petersburg. Mr. Grimes reported that his department is currently working with Legal to provide the required statutory notice to Tenant to pay rent or vacate the premises. Mr. Grimes further stated that the eviction process will ensue if tenant does not respond in a timely fashion.

There is no required action.

b. False Security Alarm Program (Jerome)

Tammy Jerome, Billing and Collections Department Director proposed that the following changes be made to City's False Alarm Program.

- 1. Modify the current structure to eliminate the first non-permitted false alarm fine which will allow the City of St. Petersburg the opportunity to provide citizens with a written warning prior to the issuance of the first fine,**
- 2. Decrease the cost of the second and third non permitted fines from \$250 and \$500 to \$200 and \$400 respectively.**
- 3. Realigning the expiration date of each security alarm permit to allow all permits to expire annually on December 31st.**
- 4. Cancelling fines due to alarm malfunctions that have been corrected or repaired by the alarm company allowing for false alarms occurring within 48 hours of each other to be counted as a single false alarm occurrence.**

A motion was made to approve the ordinance, and schedule it for First Reading before City Council on December 3, 2015. The motion passed.

E. Continued Business

F. Upcoming Meetings Agenda Tentative Issues

1. December 10, 2015

- a. Employee Health Insurance Renewal (Guella)**
- b. Discussion for Use of Tourist Development Tax (Zeoli)**

2. December 17, 2015

- a. RFP Approval for External Audit and Assurance Services (Scott)**
- b. Banking RFP recommendation-JP Morgan Chase (Fritz)**
- c. Quarterly Grant Reports (Ojah-Maharaj)**

G. RFP Approval for External Audit and Assurance Services (Scott)

H. New Business Item Referrals

I. Adjournment

CITY OF ST. PETERSBURG

Energy, Natural Resources and Sustainability Committee

Monday, November 23, 2015 9:30 a.m.

PRESENT: Chair Darden Rice and Councilmembers Karl Nurse, Charles Gerdes (alt).

ABSENT: Councilmembers Steve Kornell, William Dudley

ALSO: Michael Dema, Assistant City Attorney, Sharon Wright, Sustainability Coordinator, Cortney Phillips, City Clerk's Office

Chair Rice called the meeting to order and the following topics were discussed:

Approval of Agenda: Passed 3-0

Approval of October 15, 2015 Minutes: Passed 3-0.

Office of Sustainability Update

Chair Rice introduced Sharon Wright.

Sharon Wright gave updates on STAR Communities progress and miscellaneous city and community sustainability program updates. Summary items included:

- **STAR Communities:**

- Data collection in progress
- Community engagement includes metrics work with SPSC, Chamber of Commerce Sustainability Task Force, and upcoming outreach meeting with CONA (likely January)
- City Council involvement – Sharon suggested reaching out to City Council and advisory boards on the diversity topic and policy as a starting point for engagement.
- Chair Rice suggested meeting with City Council members one-on-one to see what they want to work on.
- Council Member Rice has printed Technical Guides for all council members
- Council Member Rice asked when a timeline for data collection as well as actions or projects that may require additional resources and changes to the CIP would occur
- Sharon responded that an Action Plan for STAR certification was forthcoming and that the estimated timeframe for identifying key gaps to work on would be in the February/March 2016 timeframe
- Council Member Nurse mentioned the Boulder, CO program for energy efficiency in rental housing
- Council Member Nurse inquired about how quickly we could update energy audits and priorities for energy retrofit money
- Council Member Rice suggested that it is leadership's job to communicate what is going on with STAR activities before taking on too much work in committee
- Council Member Gerdes asked about work load for staffing purposes and letting the committee know when bottlenecks and limits become an issue

- **Bike Share Status:**
 - Selection committee has ranked the consultants: CycleHop #1 (unanimously) and Bicycle #2
 - CycleHop had more potential for regional application
 - Ability to park bicycles anywhere, not just docking stations
 - Local fit and feel to presentation
 - Next step is to enter into negotiations with the #1 ranked firm.
 - Council Member Nurse asked about phasing and size if desired funding is not available as well as option to amend downtown CRA as a potential funding source
 - Council Member Rice mentioned need to review bike share through an equity lens
 - Sharon responded that the ranked firms have programs they currently use for members that do not have bank accounts or cannot afford the membership fees
 - Council Member Gerdes asked when City Council will be formally involved. Once negotiations are complete, City Council will be asked to approve the contract.
- **Green Building Projects**
 - Airport, Fire Station #7, Police HQ, Pier District
 - Council Member Nurse mentioned landscaping as a key sustainable design feature and how the City needs to include lifecycle costs as part of design
- **Other miscellaneous updates**
 - Recycling scorecard – waste to landfill decreasing, recycling contamination rate is better than expected resulting in additional payment from processor to City.
 - Marty Sorrentino, City’s Duke Energy Liaison, working on street light negotiations with Duke, working with DOE and Better Buildings Programs and other lighting strategies for the City.
- **Council Member Kennedy Referral: Tree Canopy Road Program**
 - Background was an interest in seeing a Tree Canopy Road program that designates streets that meet established criteria with Sarasota’s program as an example; also an interest to use tree removal permit dollars for a program
 - Currently, tree removal permit dollars are deposited in the Environmental Preservation Fund that was started based on interest from the previous sale of a sod farm. The entire existing Environmental Preservation Fund is currently slated to purchase a Boyd Hill property; 2016 projected revenue from tree removal permits is approximately \$28,000
 - Discussion included reviewing a Road Program as part of an overall urban canopy program
 - Chair Rice stated the need to have an inventory to carry forward any tree canopy goals
 - Council Member Nurse would like to understand what the City is “catching up to” or what is tree canopy/cover goal and what is it the City need for ongoing plantings to keep a status quo with removals
 - Council Member Nurse stated the importance of early maintenance for tree plantings based on experience with neighborhood associations
 - Follow up items will include contacting a potential speaker about their Tree Canopy Road Program and to determine how Council Member Kennedy’s referral relates/coordinates with Mayor Fischer’s efforts

Next ENRS Committee meeting is scheduled for **December 17, 2015 AT 1:00 p.m.**

ST. PETERSBURG CITY COUNCIL

December 3, 2015

TO: The Honorable Charles Gerdes, Chair, and Members of City Council

FROM: Jordan Wolfgram, Assistant City Attorney 

SUBJECT: Approving the settlements in *City of St. Petersburg v. Tarpon IV LLC* and *City of St. Petersburg v. Sauternes V LLC*.

EXPLANATION: The City initiated a foreclosure action against three vacant lots (801 8th St. N., 616 7th St. N., and 1500 21st Ave. N.) owned by Tarpon IV LLC and Sauternes V LLC as part of a Pilot Program to pursue dead ("zombie") properties. Tarpon IV and Sauternes V owed approximately \$60,000 in Special Assessment and Code Liens on the three properties. Tarpon IV sold the properties to OCP Greenstreet LLC, a construction company, in May 2015. OCP Greenstreet LLC, is now the owner of the properties and owes the City for the liens that were existing on the properties prior to OCP's acquisition of the properties. OCP wishes to build new homes on the properties, but cannot do so until the litigation is resolved.

In order to avoid prolonged litigation and encourage new construction, Administration and the Legal Department recommend settlement of the Foreclosure litigation for \$28,419.42 in satisfaction of the liens on the properties.

ATTACHMENTS: Resolution

Resolution No. 2015 - _____

A RESOLUTION APPROVING THE SETTLEMENT IN TWO FORECLOSURE CASES, *CITY OF ST. PETERSBURG V. TARPON IV LLC* AND *CITY OF ST. PETERSBURG V. SAUTERNES V LLC* for \$28,419.42; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City initiated a mortgage foreclosure action against Tarpon IV LLC in April, 2015 on a property located at 801 8th St. N. and against Sauternes V LLC (an entity of Tarpon IV LLC) in September 2015 on properties located at 616 7th St. N. and 1500 21st Ave. N.; and

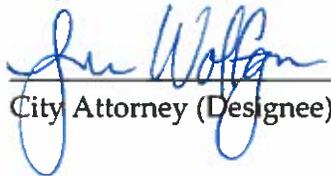
WHEREAS, in May 2105, OCP Greenstreet LLC purchased all three properties and now owes the City approximately \$60,000 for outstanding Special Assessment and Code Liens that were assessed while Tarpon IV LLC was the owner of the properties; and

WHEREAS, pursuant to the Special Assessment and Code Lien forgiveness policies established by City Council to promote reinvestment and revitalization of property Administration recommends settlement of the two foreclosure cases in the amount of \$28,419.42.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the settlements in *City of St. Petersburg v. Tarpon IV LLC* and *City of St. Petersburg v. Sauternes V LLC* for \$28,419.42 are approved.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of the City Council

Subject: Awarding a contract to Hubbard Construction Company in the amount not to exceed \$4,140,000 for the Citywide Street Milling and Resurfacing FY 2016 Project (Engineering Project Number 16003-130; Oracle Numbers 15065, 14630, 13737, 14125, 14653 and 15104).

Explanation: The Procurement Department received four bids for the Project (see below). The work consists of furnishing all labor, materials and equipment necessary to perform street milling, street resurfacing, alley and parking lot resurfacing, and all related operations at various locations within the City. Surface adjustment of manhole rings and restoration of traffic signal controller loops will also be required.

The contractor will begin work approximately ten calendar days from written Notice to Proceed and is scheduled to complete the work within 180 consecutive calendar days thereafter. Bids were opened on October 29, 2015 and are tabulated as follows:

<u>Bidder</u>	<u>Base Bid and Alternate 1</u>
Hubbard Construction Company (Winter Park, FL)	\$4,068,235
The Lane Construction Corporation (Eaton Park, FL)	\$4,436,625
Preferred Materials, Inc. (Tampa, FL)	\$5,023,475
Ajax Paving Industries of Florida LLC (Nokomis, FL)	\$5,594,500

The contract documents provide for the award of the contract to the lowest responsible bidder for an amount equal to the City's budgetary limit for the work, which may be greater or less than the bidder's total. The bid alternate provides unit pricing for additional S-III Asphaltic Concrete to allow for resurfacing of additional roadway at locations as directed by the City during the course of the work. The updated total budget amount for the external contractor for fiscal year 2016 for street resurfacing work is \$4,140,000.

City Code Sec 2-298.5 Major Construction Project Requirements requires contractors to employ Disadvantaged Workers for at least 10% of the work hours on projects with a bid value of \$2,000,000 or more. Hubbard Construction Company proposes to employ Disadvantaged Workers to meet the 10% minimum requirement and estimates the project will include 2,614 hours of work for Disadvantaged Workers.

City Code Sec 2-296 Major Construction Project Requirements requires contractors to employ apprentices for at least 10% of all hours of work on a major construction project of \$2,000,000 or more. Hubbard Construction Company requested a waiver of the apprentice requirement because there is an insufficient number of apprentices available to meet the requirement. The Florida Department of Education has confirmed that there are no active Apprentices in the Roadway Maintenance or Technician trade at this time in the region, refer to attached Department of Education e-mail dated November 4, 2015, and Hubbard Construction Company request dated October 29, 2015. The Hubbard Construction Company has provided sufficient evidence of an insufficient supply of apprentice workers to allow a waiver for apprentice workers as provided for in City Code.

Hubbard Construction Company, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of RFQ 5888 dated September 30, 2015. They have satisfactorily performed similar projects for the City in the past. Reference checks with the City of Tampa, Pinellas County, and Florida Department of Transportation are satisfactory. The principals of the firm are Alan M. Cahill, President and P. Frederick O'Dea Jr., Vice President/Secretary.

The bid documents allow the Administration, pursuant to City Council contract award, to extend the contract for a second 180-day period, with unit prices to be subject to adjustment based upon FDOT bituminous materials payment adjustment index for the month of the original contract award and the contract renewal.

Recommendation: Administration recommends awarding this Contract to the low bidder, Hubbard Construction Company in the amount of \$4,140,000. This project qualifies for City Code 2-280 Construction Incentive Program.

Cost/Funding/Assessment Information: Funds are available in the Neighborhood & Citywide Infrastructure CIP Fund (3027), Street and Road Improv FY16 Project (15065), Street and Road Improv FY15 Project (14630), and the Recreation and Culture Imp Fund (3029), Parking Lot Repair FY13 Project (13737), Parking Lot Repair FY14 Project (14125), Parking Lot Repair FY15 Project (14653), and Parking Lot Repair FY16 Project (15104).

Attachments: Correspondence (9 pages)
Resolution

Approvals:


Administrative


Budget

Thomas Gibson

From: Seville, Stephen <Stephen.Seville@fldoe.org>
Sent: Wednesday, November 04, 2015 11:43 AM
To: Thomas Gibson
Subject: RE: Roadway and Paving Technician Apprentices Programs

Good morning Mr. Gibson,

I am not aware of any active Apprentices in the Roadway Maintenance or Technician Trade at this time in my region. Region 3 includes Hillsborough, Pinellas, Pasco, Hernando, Manatee and Sarasota Counties.

Stephen B Seville
Apprentice Training Representative
Region 3
897 East Venice Avenue, Room 111
Venice, Fl. 34285
Phone: 941 486-2682 Ext. 4201
Fax: 941 480-3098
Email: Stephen.Seville@fldoe.org

From: Thomas Gibson [mailto:Thomas.Gibson@stpete.org]
Sent: Wednesday, November 04, 2015 10:16 AM
To: Seville, Stephen
Cc: Louis S. Moore
Subject: Roadway and Paving Technician Apprentices Programs

Mr. Seville,

Please confirm that currently there are no apprentices currently available for asphalt paving occupations, including street milling and asphalt resurfacing.

Thank you

Thomas B. Gibson, P.E.
Engineering Director
City of St. Petersburg
Engineering and Capital Improvements Department
727 893-7295

Your Sunshine City



October 29, 2015

To whom it may concern,

Hubbard Construction is requesting the City of St Petersburg waive the 10% Apprentice worker participation in this contract, due to insufficient apprentice worker availability.

On page 33 of the RFQ 5888, Article 1- 18.3 Definitions - A, it states "Apprentice means any person who is enrolled in and participation in an apprenticeship program as defined and approved by the State of Florida Department of Education".

After researching the apprentice program with this authority as defined by the City, there are no workers for the paving industry that we can hire to meet the goal as defined in the bidding documents at this time.

Thank you.

David White
Hubbard Construction Company

HUBBARD CONSTRUCTION COMPANY
1936 Lee Road, Suite 101 - Winter Park FL 32789
P.O. Box 547217 - Orlando, FL 32854-7217
T/ 407-645 5500 F/ 407 623 3865
www.hubbard.com



To whom it may concern,

Hubbard Construction is seeking a waiver for the Apprentice Worker as outlined in the bidding documents. Our estimated hours for this project are as follows:

Paving - 16,130
Trucking - 4,800
Milling - 1,800
Milling Clean-up - 2,900
Traffic Loops - 510

Total estimated hours - 26,140

Thank you.

David White
Hubbard Construction

HUBBARD CONSTRUCTION COMPANY
1936 Lee Road, Suite 101 - Winter Park, FL 32789
P O Box 547217 - Orlando, FL 32854-7217
T/ 407-645-5500 - F/ 407-623-3865
www.hubbard.com

6. Prime Contractor provided a statement summarizing the outreach efforts to utilize apprentice workers for the project, identified the minimum 10% work hour requirement, and provided a statement of the proposed apprentice work hours for the project.

Based on our research, there is not a registered apprenticeship program in Pinellas County for occupations in asphalt. Our research located the following occupations:

- Automobile Mechanic
- Child Care Specialist
- Electrician
- Field Service Engineer
- Fire Fighter
- Landscape Technician
- Line Installer-Repairer
- Machinist
- Maintenance Repairer-Building
- Meter Repairer (any industry)
- Mold Maker, Die-Cast & Plastic Molding
- Numerical Control Machine Operator
- Pipe Fitter
- Plumber
- Residential Wireman
- Telecommunications Technician
- Tool-an-Die-Maker
- Undercar Specialist



M.P.G. & Company, Inc.
Signalization / Street Lighting

October 28, 2015

Mr. David White, Estimator
Tampa Pavement Constructors
918 E Busch Blvd.
Tampa, FL 33612

Re: Apprentice Worker Utilization City of St. Pete Resurfacing 2016

David.

Please consider this letter from M.P.G. & Co., Inc., subcontractor for Tampa Pavement Constructors,, notification that there is not an apprentice program in the State of Florida for our employees to enroll ,and participate in.

Very truly yours,

Barbara Y. Rossignol
Adminstration



PO BOX 1858 LARGO, FLORIDA 33779

PH: 727-518-0962 FAX: 727-518-9621



10/28/15

RE: City of St Petersburg Bid # 588/913-96 City Wide Milling & Resurfacing FY 2016

To Whom It May Concern,

We have not been able to identify any programs offered by The State of Florida Department of Education that on the job training for milling machine operators. Since we specialize in that field only we would not be able to meet the on the job training requirements set forth in the above referenced bid. Our anticipated man hours on this job would be approximate 1,800 hours.

Thank You,

David Ando
President

Turtle Southeast & East Coast Milling – Better Together

U:\ESTIMATE\FEST1510\F151045letter.doc

WHITE David

From: Dave Miller <operations@millingcleanup.com>
Sent: Wednesday, October 28, 2015 10:44 AM
To: WHITE David
Cc: Teresa Dotts
Subject: Apprentice Worker Utilization

David,

At this time we do not plan on utilizing anyone from an approved State of Florida Department of Education Apprenticeship Program for this contract. The approved programs for our industry are limited and aren't offered in Pinellas County. If in the future the program was more accessible to our location and had more programs in our field we would certainly consider taking advantage of it.

We do have an apprentice mechanic on staff however he is not enrolled in an approved Department of Education program.

Sincerely,

Dave Miller
Operations Manager
Milling Cleanup Services
201 Tarpon Industrial Dr, Ste. 1
Tarpon Springs, FL 34689
O 727-939-8600 X 202, F 727-939-1343, C 727-487-3406

WHITE David

From: Cordova Transport Inc. <cordovatransport@aol.com>
Sent: Wednesday, October 28, 2015 9:14 PM
To: WHITE David
Cc: miguelshauling@gmail.com
Subject: Re: Apprentice Worker Utilization City of St Pete Resurfacing 2016

David,
My company does not apply with your requested.

Thanks.

Miguel Cordova.



cordovatransport@aol.com
www.cordovatransport.com

-----Original Message-----

From: david.white <david.white@tpc-asphalt.com>
To: cordovatransport <cordovatransport@aol.com>; mpg8949 <mpg8949@aol.com>; glenn <glenn@millingcleanup.com>; estimating <estimating@turtlese.com>
Sent: Wed, Oct 28, 2015 7:40 am
Subject: Apprentice Worker Utilization City of St Pete Resurfacing 2016

Good morning All,

The City of St Pete is requiring all contractors and their sub-contractors to participate in their program to hire Disadvantage and Apprentice workers on projects over \$2 million and this project will be over that amount. To read the full spec please see the bidding documents for RFQ 5888 requiring the 10% of man hours. Here is the excerpt from the bidding documents:

On page 33 of the RFQ 5888, Article I-18.3 Definitions - A, it states "Apprentice means any person who is enrolled in and participation in an apprenticeship program is defined and approved by the State of Florida Department of Education"

Please read this section of the documents carefully as the City will be enforcing this in the contract. Hubbard Construction will be asking for a waiver of this section due to the lack of apprentice programs for our type of industry as **approved by the State of Florida Department of Education**.

Please respond back to this email **TODAY** as to whether or not your company will be utilizing Apprentice Workers as outlined in the documents. I need to include this response in our bid documents in order to achieve the waiver.

Thank you for your help.

David White

Estimator

Tampa Pavement Constructors

918 E. Busch Blvd , Tampa, FL 33612

(P) 813-990-8949 (F) 813-990-8959 © 813-376-4201

David.White@tpc-asphalt.com

Please visit our new website: www.hubbard.com

 **HUBBARD**

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO HUBBARD CONSTRUCTION COMPANY IN AN AMOUNT NOT TO EXCEED \$4,140,000 FOR THE CITYWIDE STREET MILLING AND RESURFACING FY 2016 PROJECT (ORACLE NUMBERS 15065, 14630, 13737, 14125, 14653 AND 15104); AUTHORIZING THE MAYOR OR HIS 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 the Citywide Street Milling and Resurfacing FY 2016 Project (Oracle Numbers 15065, 14630, 13737, 14125, 14653 and 15104 pursuant to IFB 5888 dated September 30, 2015 and

WHEREAS, Hubbard Construction Company has met the specifications, terms and conditions of IFB 5888; 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 Hubbard Construction Company in an amount not to exceed \$4,140,000 for the Citywide Street Milling and Resurfacing FY 2016 Project (Oracle Numbers 15065, 14630, 13737, 14125, 14653 and 15104) is hereby approved and 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.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of the City Council

Subject: Approving a five-year blanket purchase agreement for tankwagon loads of gasoline and diesel fuel from Port Consolidated, Inc. at an estimated cost of \$767,530.

Explanation: Pinellas County received joint bids for tankwagon loads of gasoline and diesel fuel on behalf of the City and 12 other local entities.

The vendor will furnish and deliver 87 octane unleaded gasoline and ultra low sulfur diesel No. 2 fuel in tankwagon loads (4,200 gallons or less). The price per gallon is based on the price published daily in Oil Price Information Service (OPIS), on the day the fuel is ordered. The City's price includes, the daily OPIS price, plus a fixed fee for delivery and applicable taxes.

The fuel will be stored in on-site storage vessels and used for off-road equipment, such as generators, excavators, tractors, backhoes, mowers, and chain saws. The primary users are the Water Resources, Golf Courses, Police and Fleet Management departments.

The Procurement Department has reviewed Pinellas County Bid No. 145-0387-B and recommends award:

Port Consolidated, Inc.....\$767,530
Approximately \$153,506 annually

Table with 3 columns: Fuel Type, Unit Price, and Quantity. Rows include Gasoline (6,700 GA @ 2.72), Diesel No. 2 (6,850 GA @ 3.25), and Diesel No. 2 off-road use (34,775 GA @ 3.25). Each row lists Average Cost, Fixed fee, and Taxes.

Port Consolidated, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Pinellas County Bid No. 145-0387-B dated September 15, 2015.

This purchase is made in accordance with Section 2-256(1) of the Procurement Code which permits the City to participate in joint bids with other governmental agencies. A blanket

purchase agreement will be issued to the vendor and will be binding only for actual quantities purchased. This agreement will be effective through December 14, 2020.

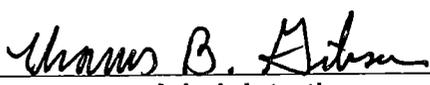
Price History
Fuel

Item	Description	1-year ago	6-months ago	3-months ago	current
1	Unleaded, 87 Octane	\$2.979	\$2.640	\$2.406	\$2.252
2	Diesel, #2	\$3.388	\$2.770	\$2.478	\$2.424

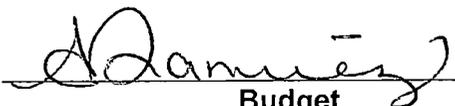
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Golf Course Operating Fund (4061) [\$18,224], Mangrove Bay Maintenance (6302509) and Twin Brooks Maintenance (6302513), Water Resources Operating Fund (4001) [\$85,412] various divisions; and Fleet Management Fund (5001) [\$48,870], Fleet Mechanical Costs (8002527).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE AWARD OF A FIVE-YEAR AGREEMENT (BLANKET AGREEMENT) TO PORT CONSOLIDATED, INC. FOR THE PURCHASE OF TANKWAGON LOADS OF GASOLINE AND DIESEL FUEL AT AN ESTIMATED COST NOT TO EXCEED \$767,530 UTILIZING PINELLAS COUNTY BID NO. 145-0387-B; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a need for gasoline and diesel fuel; and

WHEREAS, pursuant to Section 2-256(1) of the Procurement Code the City is permitted to participate in joint bids with other governmental agencies; and

WHEREAS, Port Consolidated, Inc. has met the specifications, terms and conditions of Pinellas County Bid No. 145-0387-B; and

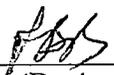
WHEREAS, the Procurement & Supply Management Department recommends approval of this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a five-year agreement (Blanket Agreement) to Port Consolidated, Inc. for the purchase of tankwagon loads of gasoline and diesel fuel at an estimated cost not to exceed \$767,530 utilizing Pinellas County Bid No. 145-0387-B 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 this agreement will be effective from the date of award through December 14, 2020.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Awarding a four-year blanket purchase agreement to United Rentals, Inc. for equipment rental in an amount not to exceed \$320,000.

Explanation: This purchase is being made from National Joint Power Alliance (NJPA) Contract No. 091615-URI. The vendor will rent light and heavy equipment including air compressors, chain saws, compact backhoes, excavators, telescopic lifts, trenchers, generators, pressure washers, hydraulic jackhammers, skid steer loaders, backhoes loaders and motor road graders. In addition, the vendor will provide equipment for city projects and events including emergency back-up power generators, aerial lift equipment for high efficiency lighting upgrades and high volume outdoor air cooling units that are required when performing maintenance in low air flow locations such as filter basins, aeration basins, and clarifiers. The primary users are Water Resources; Stormwater, Pavement & Traffic Operations and Engineering & Capital Improvements departments.

The Procurement Department recommends for award:

United Rentals, Inc.....\$320,000
(Four-year @ \$80,000 annually)

United Rentals, Inc. has met the specifications, terms and conditions of National Joint Powers Alliance (NJPA) Contract No. 091615-URI dated September 17, 2015. This purchase is made in accordance with Section 2-256(2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities. The agreement will be effective through October 25, 2019 with one one-year extension. A blanket purchase agreement will be issued and will be binding only for actual equipment rented.

Cost/Funding/Assessment Information: Funds have been appropriated in the Water Resources Operating Fund (4001) various Water Resources divisions [\$65,000] and Stormwater Utility Operating Fund (4011) Stormwater, Pavement and Traffic Operations divisions (400-1265, 400-1301) [\$5,000] and other various divisions.

Attachments: Sample of Rental Pricing per NJPA (2 pages)
Resolution

Approvals:


Administrative


Budget

PRICING for Rental equipment; United Rentals' Response to RFP #091615 Rental Equipment for Construction and Related Maintenance or Facility Operations

CAT_CLASS	Equipment Description	2015 NJPA pricing		
		Day	Week	Month
100-3175	COMPRESSOR 155-175 CFM DIESEL	\$ 103.43	\$ 261.03	\$ 625.48
100-3185	COMPRESSOR 175-195 CFM	\$ 103.43	\$ 261.03	\$ 625.48
100-3200	COMPRESSOR 200-245 CFM DIESEL	\$ 140.86	\$ 349.32	\$ 873.30
100-3250	COMPRESSOR 250-345 CFM	\$ 174.66	\$ 428.20	\$ 1,070.50
100-3275	COMPRESSOR 350-450 CFM 150 PSI	\$ 236.64	\$ 610.70	\$ 1,464.89
100-3350	COMPRESSOR 350-395 CFM DIESEL	\$ 214.10	\$ 529.61	\$ 1,312.77
100-3380	COMPRESSOR 400-445 CFM DIESEL	\$ 236.64	\$ 585.96	\$ 1,464.89
100-3750	COMPRESSOR 750-795 CFM DIESEL	\$ 411.30	\$ 1,025.42	\$ 2,563.56
100-3760	COMPRESSOR 750-795 CFM HIGH PRESSURE	\$ 411.30	\$ 1,025.42	\$ 2,563.56
100-3800	COMPRESSOR 800-845 CFM DIESEL	\$ 411.30	\$ 1,025.42	\$ 2,563.56
100-3900	COMPRESSOR 850-1000 CFM 350 PSI	\$ 754.98	\$ 1,876.19	\$ 4,687.65
100-3910	COMPRESSOR 850-900 CFM GAS/DIESEL	\$ 501.44	\$ 1,250.79	\$ 3,126.98
100-4300	COMPRESSOR 1300-1500 CFM DIESEL	\$ 585.96	\$ 1,459.26	\$ 3,639.69
100-4400	COMPRESSOR 1600-1800 CFM IQ	\$ 766.25	\$ 1,909.99	\$ 4,772.17
110-1100	CHIPPING GUN AIR 15#	\$ 45.07	\$ 101.42	\$ 253.54
110-13	RIVET BUSTER AIR JUMBO	\$ 65.01	\$ 156.62	\$ 369.38
110-1550	BREAKER PAVEMENT AIR 30#	\$ 45.07	\$ 113.28	\$ 290.58
110-1570	BREAKER PAVEMENT AIR 60#	\$ 50.71	\$ 132.98	\$ 315.20
110-1580	BREAKER PAVEMENT AIR 90#	\$ 54.18	\$ 142.83	\$ 329.98
110-1640	RIVET BUSTER AIR	\$ 56.34	\$ 140.86	\$ 343.69
110-1680	ROCK DRILL AIR 50-59#	\$ 95.78	\$ 236.64	\$ 585.96
110-1715	ROCK SPLITTER AIR 12#	\$ 338.05	\$ 839.50	\$ 2,090.29
110-1720	PUMP HYDRAULIC AIR ROCK SPLITTER	\$ 152.12	\$ 371.86	\$ 924.23
110-2400	AIR HOSE 3/4" X 50'	\$ 11.27	\$ 21.67	\$ 44.33
110-3363	MANIFOLD 4 WAY HOSE BRIDLE	\$ 19.35	\$ 56.29	\$ 142.47
150-2000	RAMMER SMALL 1200-2399 LBS/BLOW	\$ 68.95	\$ 206.85	\$ 467.88
150-2400	RAMMER MEDIUM 2400-2800 LBS/BLOW	\$ 83.73	\$ 241.33	\$ 517.13
150-2600	RAMMER LARGE 2900-3600 LBS/BLOW	\$ 90.15	\$ 261.03	\$ 556.53
150-2610	RAMMER LARGE DIESEL	\$ 112.68	\$ 276.08	\$ 687.37
150-3100	VIB PLATE MEDIUM 3400# IMPACT	\$ 80.77	\$ 216.70	\$ 512.20
150-3400	VIB PLATE REVERSIBLE SMALL 5400# IMPACT	\$ 107.05	\$ 290.58	\$ 684.58
150-3500	VIB PLATE REVERSIBLE SMALL 6500# IMPACT	\$ 123.13	\$ 379.23	\$ 832.33
150-3600	VIB PLATE REVERSIBLE MEDIUM 7500# IMPACT	\$ 152.68	\$ 453.10	\$ 960.38
150-3700	VIB PLATE REVERSIBLE LARGE 9000# IMPACT	\$ 177.30	\$ 487.58	\$ 1,034.25
150-3810	VIB PLATE REVERSIBLE XL 11000# IMPACT	\$ 192.08	\$ 566.38	\$ 1,157.38
150-3820	VIB PLATE REVERSIBLE XL 13000# IMPACT	\$ 261.03	\$ 783.08	\$ 1,571.08
160-1245	ROLLER 18-29" WALKBEHIND DBL DRUM SMOO	\$ 219.73	\$ 615.63	\$ 1,472.58
160-1265	ROLLER 24-33" WALKBEHIND PAD	\$ 259.17	\$ 704.28	\$ 1,640.03
160-2405	ROLLER 40-49" VIB SINGLE DRUM SMOOTH	\$ 338.05	\$ 911.13	\$ 2,090.29
160-2410	ROLLER 41-49" VIB SINGLE DRUM PAD	\$ 338.05	\$ 911.13	\$ 2,090.62
160-2420	ROLLER 50-56" VIB SINGLE DRUM PAD	\$ 433.83	\$ 1,076.13	\$ 2,687.51
160-2425	ROLLER 50-56" VIB SINGLE DRUM SMOOTH	\$ 433.83	\$ 1,076.13	\$ 2,687.51
160-2440	ROLLER 61-70" VIB SINGLE DRUM PAD	\$ 478.91	\$ 1,194.45	\$ 2,980.49
160-2445	ROLLER 61-70" VIB SINGLE DRUM SMOOTH	\$ 478.91	\$ 1,194.45	\$ 2,980.49
160-2450	ROLLER 80-89" VIB SINGLE DRUM PAD	\$ 647.93	\$ 1,617.02	\$ 4,034.09

PRICING for Rental equipment; United Rentals' Response to RFP #091615 Rental Equipment for Construction and Related Maintenance or Facility Operations

CAT_CLASS	Equipment Description	Day	Week	Month
160-2455	ROLLER 80-89" VIB SINGLE DRUM SMOOTH	\$ 647.93	\$ 1,617.02	\$ 4,034.09
160-2620	ROLLER 1.5 TON DOUBLE DRUM SMOOTH	\$ 214.10	\$ 576.23	\$ 1,403.63
160-2630	ROLLER 2.0 TON DOUBLE DRUM SMOOTH	\$ 247.90	\$ 625.48	\$ 1,526.87
160-2660	ROLLER 3-5 TON DOUBLE DRUM SMOOTH	\$ 298.61	\$ 763.38	\$ 1,866.58
170-3220	CRANE 2.5 TON INDUSTRIAL	\$ 309.88	\$ 881.58	\$ 2,216.25
170-3235	CRANE 4 TON INDUSTRIAL	\$ 416.93	\$ 1,036.69	\$ 2,580.46
170-3280	CRANE 8.5-9 TON INDUSTRIAL	\$ 473.27	\$ 1,181.02	\$ 2,946.69
170-4140	CRANE 14 TON TRUCK MOUNTED	\$ 614.13	\$ 1,532.50	\$ 3,831.26
170-4150	CRANE 15 TON TRUCK MOUNTED	\$ 614.13	\$ 1,532.50	\$ 3,831.26
170-4170	CRANE 17 TON TRUCK MOUNTED	\$ 664.84	\$ 1,667.72	\$ 4,158.04
170-4235	CRANE 23.5 TON TRUCK MOUNTED	\$ 873.30	\$ 2,174.80	\$ 5,431.37
170-4400	CRANE 15 TON INDUSTRIAL	\$ 653.57	\$ 1,768.08	\$ 4,329.08
180-2207	MIXER MORTAR 7 CUBIC FEET	\$ 101.42	\$ 253.54	\$ 630.85
180-2219	MIXER MORTAR 9 CUBIC FEET	\$ 107.05	\$ 270.44	\$ 664.84
180-2860	MIXER CONCRETE 9 CUBIC FEET	\$ 107.05	\$ 270.44	\$ 664.84
180-5016	BUGGY 15-19 CUBIC FEET POWERED	\$ 112.68	\$ 281.71	\$ 704.28
180-5580	BUCKET CONCRETE 1 YARD	\$ 84.51	\$ 202.83	\$ 501.44
180-7000	CORE DRILL ELECTRIC 13-15 AMP	\$ 107.05	\$ 300.43	\$ 688.52
180-7801	VIBRATOR CONCRETE MOTOR ELECTRIC	\$ 56.34	\$ 140.86	\$ 343.69
180-9548	FINISHER CONCRETE 46"-48"	\$ 90.15	\$ 225.37	\$ 557.79
181-7320	CORE DRILL HAND HELD	\$ 84.51	\$ 246.25	\$ 581.15
181-8550	ELECTRIC REBAR BENDER 1" MAX	\$ 157.76	\$ 388.76	\$ 963.45
190-2000	DEMO HAMMER 20-25# ELECTRIC	\$ 73.24	\$ 180.29	\$ 450.74
190-2030	DEMO HAMMER 30-34# ELECTRIC	\$ 73.24	\$ 180.29	\$ 450.74
190-2200	DEMO HAMMER 60# ELECTRIC	\$ 101.42	\$ 265.95	\$ 640.25
190-6375	ROTARY HAMMER LARGE SDS MAX ELECTRIC	\$ 78.88	\$ 197.20	\$ 490.18
190-6450	ROTARY HAMMER ELECTRIC FOR LG SPLINE	\$ 78.88	\$ 197.20	\$ 490.18
190-6525	ROTARY HAMMER XL SDS MAX ELECTRIC	\$ 90.15	\$ 214.10	\$ 535.25
190-8820	VIBRATOR 2HP ELECTRIC	\$ 67.97	\$ 167.45	\$ 418.63
190-8830	VIBRATOR 3HP ELECTRIC	\$ 67.61	\$ 167.45	\$ 418.63
210-9858	SANDBLAST POT 200#	\$ 140.86	\$ 343.69	\$ 850.76
210-9859	SANDBLAST POT 300#	\$ 146.49	\$ 371.86	\$ 918.37
210-9898	SHOTBLASTER 9" 110 VOLT	\$ 276.08	\$ 693.01	\$ 1,724.07
220-2000	CONCRETE GRINDER 2 HEAD 1 PHASE 1.5HP	\$ 152.12	\$ 377.49	\$ 940.36
220-5425	PLANER CONCRETE 8" 9HP GAS	\$ 225.37	\$ 566.38	\$ 1,452.88
220-6100	TILE STRIPPER 100-199# 110 VOLT	\$ 78.88	\$ 216.70	\$ 541.75
220-7055	FLOOR POLISHER/STRIPPER 17"	\$ 61.98	\$ 146.49	\$ 360.59
220-7062	FLOOR SCRUBBER 28" WALKBEHIND	\$ 247.90	\$ 614.13	\$ 1,532.50
220-7850	SCRUBBER FLOOR RIDE ON	\$ 428.20	\$ 1,064.86	\$ 2,653.71
220-9100	VACUUM WET/DRY 10-14 GALLON	\$ 33.81	\$ 84.51	\$ 208.47
230-5250	FORKLIFT JIB	\$ 47.78	\$ 119.45	\$ 298.61
230-5265	TRUSS BOOM 1500# CAPACITY 10' LONG	\$ 76.63	\$ 191.56	\$ 478.91
230-5310	FORKLIFT MATERIAL BUCKET	\$ 59.54	\$ 203.92	\$ 291.61
231-1060	FORKLIFT WHSE 3500# ELECTRIC	\$ 191.56	\$ 619.76	\$ 1,211.35
231-1150	FORKLIFT WHSE 4500# ELECTRIC	\$ 191.56	\$ 619.76	\$ 1,211.35
231-1200	FORKLIFT WHSE 5000# GAS/LP	\$ 182.23	\$ 517.13	\$ 1,098.28

A RESOLUTION APPROVING THE AWARD OF A FOUR -YEAR AGREEMENT (BLANKET AGREEMENT) WITH A ONE-YEAR RENEWAL OPTION TO UNITED RENTALS, INC. FOR EQUIPMENT RENTAL IN AN AMOUNT NOT TO EXCEED \$320,000 UTILIZING NATIONAL JOINT POWER ALLIANCE CONTRACT NO. 091615-URI; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a need for the rental of light and heavy equipment; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code the City is permitted to participate in competitively bid contracts of other governmental agencies; and

WHEREAS, United Rentals, Inc. has met the specifications, terms and conditions of National Joint Power Alliance Contract No. 091615-URI dated September 17, 2015; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a four-year agreement (Blanket Agreement) with a one-year renewal option to United Rentals, Inc. for equipment rental in an amount not to exceed \$320,000 utilizing National Joint Power Alliance Contract No. 091615-URI 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 this agreement will be effective from the date of award through October 25, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Awarding a two-year blanket purchase agreement for Plan Review and Inspection Services with Joe Payne, Inc. for the Planning & Economic Development Department at an estimated cost of \$180,000.

Explanation: This purchase is being made from Pinellas County Contract No. 123-0322-B dated May 1, 2013.

The vendor will provide for residential and commercial construction plan review, construction inspections and re-inspections for building, electrical, mechanical and plumbing trade categories on an as-needed basis for city building code enforcement purposes.

The Procurement Department in cooperation with the Planning & Economic Development Department recommends for award:

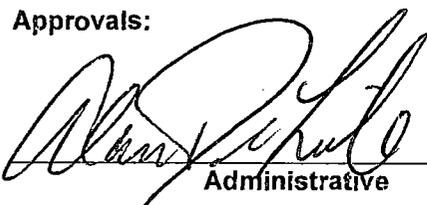
Joe Payne, Inc.....\$180,000
Approximately 1,700 hours annually @ \$52 per hour, plus mileage @.565 per mile

Joe Payne, Inc. has met the specifications, terms and conditions of Pinellas County Contract No. 123-0322-B dated May 1, 2013. This purchase is made in accordance with Section 2-256(2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities. A blanket purchase agreement will be issued to the vendor and will be binding only for the actual quantities ordered. The Pinellas County contract will be effective from date of award through June 15, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Building Permit Special Revenue Fund (1151) Construction Services & Permitting (3701553).

Attachment: Resolution

Approvals:


Administrative

DEVRIS L. Fuller 11-18-15
Budget

A RESOLUTION APPROVING THE AWARD OF A TWO-YEAR AGREEMENT (BLANKET AGREEMENT) TO JOE PAYNE, INC. FOR PLAN REVIEW AND INSPECTION SERVICES AT AN ESTIMATED COST NOT TO EXCEED \$180,000 UTILIZING PINELLAS COUNTY CONTRACT NO. 123-0322-B; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a need for plan review and inspection services; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code the City is permitted to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Joe Payne, Inc. has met the specifications, terms and conditions of Pinellas County Contract No. 123-0322-B dated May 1, 2013;

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Planning & Economic Development Department, recommends approval of this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a two-year agreement (Blanket Agreement) to Joe Payne, Inc. for plan review and inspection services at an estimated cost not to exceed \$180,000 utilizing Pinellas County Contract No. 123-0322-B 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 this agreement will be effective from the date of award through June 15, 2017.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 3, 2015**

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of body armor from Galls, LLC, LESC, Inc. dba Law Enforcement Supply Company, Inc., Signal 15, Inc., SRT Supply Inc., and Point Blank Enterprises, Inc. for the Police Department in an estimated annual amount not to exceed \$150,000.

Explanation: This purchase is being made from Florida State Contract No. 680-850-11-1. The suppliers fit, furnish and deliver body armor vests for the Police Department. Multiple awards are recommended to ensure best fit for all officers. Police officers may select, from one of the following manufacturers: Safariland, Armor Express, Point Blank, Survival Armor, GH Armor Systems by Sentry Armor Systems, Inc. and Protective Products.

The Procurement Department in cooperation with the Police Department recommends approval utilizing Florida State Contract No. 680-850-11-1:

Body Armor\$150,000

Galls, LLC
LESC, Inc. dba Law Enforcement Supply Company, Inc.
Signal 15, Inc.
Point Blank Enterprises, Inc.
SRT Supply Inc.

The vendors have met the terms and conditions of Florida State Bid No.680-850-11-1 dated January 31, 2011. This purchase is made in accordance with Section 2-256 (2) of the City Code which authorizes the Mayor or his designee to purchase supplies from a competitively bid proposal or contract secured by State, County, or municipal government. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of \$150,000 during the term of the agreements. The agreements will be effective from date of approval through January 31, 2016.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department, Uniform Services Administration (140-1461).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE AWARD OF AGREEMENTS (BLANKET AGREEMENTS) TO GALLS, LLC, LESC, INC., D/B/A LAW ENFORCEMENT SUPPLY COMPANY, INC., SIGNAL 15, INC., SRT SUPPLY, INC., AND POINT BLANK ENTERPRISES, INC. AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$150,000 FOR THE PURCHASE OF PROTECTIVE BODY ARMOR FOR THE POLICE DEPARTMENT UTILIZING FLORIDA STATE CONTRACT NO. 680-850-11-1; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department is in need of protective body armor; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code the City is permitted to participate in competitively bid contracts of other governmental agencies; and

WHEREAS, Galls, LLC, LESC, Inc., d/b/a Law Enforcement Supply Company, Inc., Signal 15, Inc., SRT Supply, Inc., and Point Blank Enterprises, Inc. have met the specifications, terms and conditions of Florida State Bid No. 680-850-11-1; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Police Department, recommends approval of these awards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of agreements (Blanket Agreements) to Galls, LLC, LESC, Inc., d/b/a Law Enforcement Supply Company, Inc., Signal 15, Inc., SRT Supply, Inc., and Point Blank Enterprises, Inc. at an estimated annual cost not to exceed \$150,000 for the purchase of protective body armor for the Police Department utilizing Florida State Contract No. 680-850-11-1; 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 agreements will be effective from the date of approval through January 31, 2016.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Renewing a blanket purchase agreement with Bright House Networks LLC for Internet services for the Department of Technology Services (DoTS) in an amount not to exceed \$110,000 annually.

Explanation: On December 19, 2014, City Council approved a two-year agreement for Internet services through December 31, 2015, with three one-year renewal options. This is the first renewal.

The vendor will provide Internet service and related support for both local city complexes and remote city office locations. The City operates a private wide-area data network that requires high-speed Internet connectivity to the Police Department, City Hall, Water Resources, Sanitation, Fleet Management, Traffic Engineering, Fire Headquarters, and City Services complexes. In addition, the City operates a number of smaller remote office locations throughout the City and Tampa Bay area that are connected over leased cable links that require Internet connectivity. All of the remote locations use standards-based Virtual Private Network ("VPN") technology to secure the City's data.

The Procurement Department, in cooperation with the DoTS, recommends renewal:

Bright House Networks LLC.....\$110,000

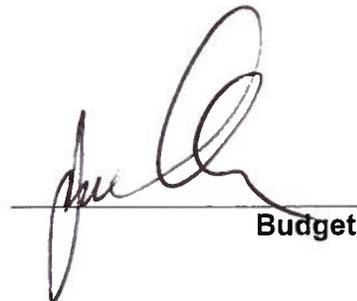
The contractor has agreed to hold prices firm under the terms and conditions of RFP No. 7580 dated June 18, 2013. Administration recommends renewal of the agreement based upon the vendor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no requested increase in unit prices. The renewal will be effective from date of approval through December 31, 2016.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011) Network Support (8502565).

Attachments: Resolution

Approvals:


_____ **Administrative**


_____ **Budget**

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENT WITH BRIGHT HOUSE NETWORKS, LLC FOR INTERNET SERVICES AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$110,000 FOR THE DEPARTMENT OF TECHNOLOGY SERVICES; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On December 19, 2014 City Council approved the award of a two-year agreement with three one-year renewal options to Bright House Networks, LLC for internet services pursuant to RFP No. 7580 dated June 18, 2013; and

WHEREAS, the City desires to exercise the first one-year renewal option to the Agreement; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services, recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal option to the Agreement with Bright House Networks, LLC for internet services at an estimated annual cost not to exceed \$110,000 for the Department of Technology Services 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 this renewal will be effective through December 31, 2016.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Awarding a blanket purchase agreement to Brenntag Mid-South, Inc. for sodium hydroxide for the Water Resources Department at an estimated annual cost of \$107,962.

Explanation: Tampa Bay Water received three bids for sodium hydroxide on behalf of the cities of St. Petersburg, Dunedin and Oldsmar.

The vendor will furnish and deliver sodium hydroxide (caustic soda) to Cosme and the water reclamation facilities. The chemical is used in conjunction with calcium oxide (quicklime) to stabilize the disinfectant (chloramine) used to safeguard the potable water. It protects the health of citizens and to protect the iron piping in the water distribution system. It is also used in conjunction with sodium hypochlorite to maintain the pH balance in the wet scrubbers used for odor control at the water reclamation facilities.

The Procurement Department in cooperation with the Water Resources Department recommends for award:

Brenntag Mid-South, Inc.....\$107,962
Approx. 259/ tons @ \$416.84/ton

Brenntag Mid-South, Inc., has met the specifications, terms and conditions of Tampa Bay Water Contract No. 2016-006 dated September 23, 2015.

This purchase is made in accordance with Section 2-256(1) of the Procurement Code which permits the City to participate in joint bids with other governmental entities. A blanket purchase agreement will be issued to the vendor and will be binding only for the actual quantities ordered. The agreement will be effective from date of award through September 30, 2016.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001) Cosme W.T.P. Operations and Maintenance (4202077), Northeast WRF (4202173), Lift Station #85 (4202177) and Southwest WRF (4202181).

Attachments: Price History
Resolution

Approvals:


Administrative


Budget

Price History
885-84 Sodium Hydroxide (Caustic Soda)

Description	2011	2012	2013	2014	2015	2016	% Change
Sodium Hydroxide, 50% solution, dry ton	\$387.00	\$474.50	\$474.50	\$474.50	\$474.50	\$416.84	(12.15%)

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) TO BRENNTAG MID-SOUTH, INC. FOR SODIUM HYDROXIDE AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$107,962 UTILIZING TAMPA BAY WATER CONTRACT NO. 2016-006; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a need for sodium hydroxide at the Cosme Water Reclamation Facility; and

WHEREAS, pursuant to Section 2-256(1) of the Procurement Code the City is permitted to participate in joint bids with other governmental entities; and

WHEREAS, Brenntag Mid-South, Inc. has met the specifications, terms and conditions of Tampa Bay Water Contract No. 2016-006 dated September 23, 2015; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources, recommends approval of this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of an agreement (Blanket Agreement) to Brenntag Mid-South, Inc. at an estimated annual cost not to exceed \$107,962 utilizing Tampa Bay Water Contract No. 2016-006 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 this agreement will be effective from the date of award through September 30, 2016.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 3, 2015

To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting the bid from Riley Electric Company, Inc., for replacement lighting at Childs Park athletic field for the Parks & Recreation Department at a total cost of \$101,735; and providing an effective date.

Explanation: The Procurement Department received five bids for athletic field lighting at the Childs Park.

The work consists of furnishing all labor, material, services and equipment necessary to replace the existing field lighting at Childs Park baseball field. The contractor will remove existing recreational level light fixtures, wooden light poles, lighting controls, and remote ballasts; and install new poles, crossarms, recreational level light fixtures, lighting control, remote ballasts, panel, lighting contactors, enclosures, time clocks, conduit, branch circuit wiring, and ground boxes.

The contractor will begin work in approximately ten calendar days from written Notice to Proceed and is scheduled to complete the work within 115 consecutive calendar days thereafter. The Bids were opened on October 29, 2015 and are tabulated as follows:

<u>Bidder</u>	<u>Base Bid Plus Allowances</u>
Riley Electric Company, Inc. (Largo, FL)	\$101,735.00
Everingham Electric, Inc. (St Petersburg, FL)	\$106,000.00
Himes Electrical Service, Inc. (Lutz, FL)	\$113,550.00
Tagarelli Construction, Inc. (Tarpon Springs, FL)	\$173,400.00
Mark One Power & Systems, Inc. (Pinellas Park, FL)	\$189,288.00

Riley Electric Company, Inc. the lowest responsive and responsible bidder, has met the specifications, terms and conditions of Bid No. 5820 dated October 1, 2015. They have satisfactorily completed similar work for the city. The principal of the firm is Michael C. Riley, President.

This project was sheltered for SBEs under Section 2-272(d) of the City Code.

Recommendation: Administration recommends awarding this contract to Riley Electric Company, Inc. in the amount of \$101,735.00.

Cost/Funding/Assessment Information: Funds are available in the Recreation and Culture Capital Improvements Fund (3029), Athletic Field Lighting Improvements FY13 (13751) and Athletic Field Lighting Improvements FY15 (14646).

Attachments: Resolution

Approvals:



By: **Administrative**



Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO RILEY ELECTRIC CO., INC. FOR REPLACEMENT LIGHTING AT CHILDS PARK ATHLETIC FIELD AT A TOTAL COST NOT TO EXCEED \$101,735; FOR THE PARKS & RECREATION 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 five bids for replacement lighting at Childs Park Athletic Field pursuant to Bid No. 5820 dated October 1, 2015; and

WHEREAS, Riley Electric Co., Inc. has met the specifications, terms and conditions of Bid No. 5820; 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 Riley Electric Co., Inc. for replacement lighting at Childs Park Athletic Field at a total cost not to exceed \$101,735 for the Parks & Recreation Department is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Leland Allenbrand d/b/a St. Petersburg Carriages, for use of a portion of the public streets and a portion of the Dolphin Parking Lot for operation of a horse and carriage transportation business; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate & Property Management received a request from Leland Allenbrand, owner of St. Petersburg Carriages ("Licensee"), asking the City to enter into a new license agreement to conduct a horse and carriage transportation business on a portion of the public streets for business operations and five (5) parking spaces within a portion of the Dolphin Parking Lot as storage space for the Licensee's carriages ("Premises"), that the Licensee has utilized since December 6, 2012.

The Licensee has executed a new License Agreement ("Agreement") for an initial term commencing December 6, 2015 and expiring September 30, 2016, subject to City Council approval. The Licensee shall have an option to extend the term for up to two (2) periods of one (1) year each following the then expiring term. The Licensee will pay the City a fee at a rate of \$250.00 per month. The Licensee will maintain a commercial general liability insurance policy in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, protecting the City against all claims or demands that may arise or be claimed on account of Licensee's use of the Premises.

The Agreement may be terminated by the City or Licensee, with or without cause, by providing twenty-four (24) hours written notice of intent to terminate; provided, however, that the City may immediately terminate this Agreement, without providing Licensee with such notice, if the City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification or insurance coverage.

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercial-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The Dolphin Parking Lot is zoned (DC-P) Downtown Center-Park.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Leland Allenbrand d/b/a St. Petersburg Carriages, for use of a portion of the public streets and a portion of the Dolphin Parking Lot for operation of a horse and carriage transportation business; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Resolution

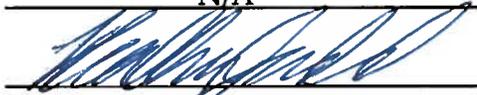
APPROVALS: Administration:

Budget:

N/A

Legal:



(As to consistency w/attached legal documents)

Legal: 00251301.doc V.1

ILLUSTRATION



Resolution No. 2015 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH LELAND ALLENBRAND D/B/A ST. PETERSBURG CARRIAGES, FOR USE OF A PORTION OF THE PUBLIC STREETS AND A PORTION OF THE DOLPHIN PARKING LOT FOR OPERATION OF A HORSE AND CARRIAGE TRANSPORTATION BUSINESS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from Leland Allenbrand, owner of St. Petersburg Carriages ("Licensee"), asking the City to enter into a new license agreement to conduct a horse and carriage transportation business on a portion of the public streets for business operations and five (5) parking spaces within a portion of the Dolphin Parking Lot as storage space for the Licensee's carriages ("Premises"), that the Licensee has utilized since December 6, 2012; and

WHEREAS, the Licensee has executed a new License Agreement ("Agreement") for an initial term commencing December 6, 2015 and expiring September 30, 2016, subject to City Council approval; and

WHEREAS, the Licensee shall have an option to extend the term for up to two (2) periods of one (1) year each following the then expiring term; and

WHEREAS, the Licensee will pay the City a fee at a rate of \$250.00 per month; and

WHEREAS, the Licensee will maintain a commercial general liability insurance policy in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, protecting the City against all claims or demands that may arise or be claimed on account of Licensee's use of the Premises; and

WHEREAS, the Agreement may be terminated by the City or Licensee, with or without cause, by providing twenty-four (24) hours written notice of intent to terminate; provided, however, that the City may immediately terminate this Agreement, without providing Licensee with such notice, if the City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification or insurance coverage; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercial-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the Dolphin Parking Lot is zoned (DC-P) Downtown Center-Park.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his Designee, is hereby authorized to execute a License Agreement with Leland Allenbrand d/b/a St. Petersburg Carriages, for use of a portion of the public streets and a portion of the Dolphin Parking Lot for operation of a horse and carriage business and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (Designee)

Legal: 00251301.doc V.1

APPROVED BY:



Evan Mory, Director
Transportation & Parking Management

APPROVED BY:



Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 3, 2015

TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution granting Habitat for Humanity of Pinellas County, Inc. an exception to the requirement that a property must be located within the Southside Community Redevelopment Area contained in the 2015 Special Assessment Lien Modification Program, Option "D", for the removal of principal and interest on a special assessment lien subject to a Development Agreement for Release of Special Assessment Liens for a property located at 1817 Almeria Way South, St. Petersburg; and authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On November 1, 2012, City Council through the adoption of City Council Resolution No. 2012-515 established a Special Assessment Lien Modification Program ("2012 SA Program") that authorized the Mayor or his designee to take action on requests for relief of special assessment liens pursuant to the Policies and Procedures approved for the program. On December 5, 2013, City Council amended the 2012 SA Program through the adoption of City Council Resolution No. 2013-498 which extended the 2012 SA Program. On September 3, 2015, City Council through the adoption of City Council Resolution No. 2015-405 approved the new 2015 Special Assessment Lien Modification Program ("2015 SA Program") which superseded the 2012 SA Program, as amended.

On November 6, 2015, Billing and Collections received a Special Assessment Lien Modification application from Habitat for Humanity of Pinellas County, Inc. ("Habitat") requesting Option "D" under the 2015 SA Program for removal of principal and interest on a special assessment lien on property located at 1817 Almeria Way South, St. Petersburg ("Property"). The application was forwarded to Real Estate and Property Management for review.

The Property is unimproved and legally described as follows:

Lot 11, Block 69, LAKEWOOD ESTATES SEC B
Pinellas County Property ID: 01/32/16/49428/069/0110

The 2015 SA Program Policies and Procedures Option "D", provides that an applicant can request removal of principal and interest on Special Assessment liens and request that the City recommend the release of Code Enforcement Board liens, for properties subject to a Development Agreement for Release of Special Assessment Liens ("Development Agreement") for properties located within the Southside Community Redevelopment Area ("Southside CRA"). The additional requirement that a property must be located in the Southside CRA was a change to the 2012 SA Program.

On September 2, 2015, Habitat entered into a sales contract with DW Homes, Inc., the owner of the Property. At that time, Habitat was aware that the Property was encumbered by a special assessment lien, but Habitat had planned to submit a Special Assessment Lien Modification application and enter into a Development Agreement for the removal of principal and interest on the special assessment lien under Option "D" according to the 2012 SA Program after taking ownership of the Property. Habitat was unaware that the 2012 SA Program was being changed to add the requirement that a property must be located within the Southside CRA to be eligible for this option. The 2015 SA Program was approved by City Council on September 3, 2015.

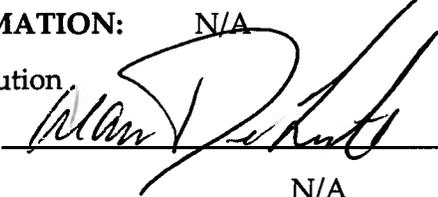
Habitat had already matched the Property with a homeowner candidate and had plans underway to construct and sell the new residence to the new homeowner within one year. The requirement that Habitat pay the special assessment principal and interest will create an unexpected financial hardship on Habitat. Therefore Habitat is requesting that the City grant it a one-time exception to the requirement that the Property be located within the Southside CRA in order for the City to remove the principal and interest of the special assessment lien on the Property, which would allow Habitat to proceed with the construction of a new affordable residence on the Property.

DW Homes, Inc., acquired the Property at a Tax Deed Sale on May 13, 2015. The special assessment lien was assessed on January 23, 2014, which was prior to DW Homes, Inc. obtaining ownership. DW Homes, Inc. has maintained the Property since its acquisition. There is one (1) special assessment lien on the Property with a principal amount of \$19,514.00 and the accumulated interest due on the lien is \$2,097.28 for a total of \$21,611.28 as of November 12, 2015. The special assessment lien is for the demolition of a 3,130 sq. ft. single-family home and an in-ground pool and backfill. Should Habitat be granted the exception to Option "D" under the 2015 SA Program and be allowed to enter into a Development Agreement, any authorized removal of principal and interest of special assessment liens will be effective only upon completion of the construction of the proposed residence within one (1) year from the commencement date of the Development Agreement.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution granting Habitat for Humanity of Pinellas County, Inc. an exception to the requirement that a property must be located within the Southside Community Redevelopment Area contained in the 2015 Special Assessment Lien Modification Program, Option "D", for the removal of principal and interest on a special assessment lien subject to a Development Agreement for Release of Special Assessment Liens for a property located at 1817 Almeria Way South, St. Petersburg; and authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:  *AS*

Budget: N/A

Legal: 

(As to consistency w/attached legal documents)
Legal: 00251652.doc V. 2

A RESOLUTION GRANTING HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC. AN EXCEPTION TO THE REQUIREMENT THAT A PROPERTY MUST BE LOCATED WITHIN THE SOUTHSIDE COMMUNITY REDEVELOPMENT AREA CONTAINED IN THE 2015 SPECIAL ASSESSMENT LIEN MODIFICATION PROGRAM, OPTION "D", FOR THE REMOVAL OF PRINCIPAL AND INTEREST ON A SPECIAL ASSESSMENT LIEN SUBJECT TO A DEVELOPMENT AGREEMENT FOR RELEASE OF SPECIAL ASSESSMENT LIENS FOR A PROPERTY LOCATED AT 1817 ALMERIA WAY SOUTH, ST. PETERSBURG; AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2015, Billing and Collections received a Special Assessment Lien Modification application from Habitat for Humanity of Pinellas County, Inc. ("Habitat") requesting Option "D" under the 2015 SA Program for removal of principal and interest on a special assessment lien associated with property located at 1817 Almeria Way South, St. Petersburg ("Property"), which was forwarded to Real Estate and Property Management for review; and

WHEREAS, the subject Property is unimproved and legally described as follows:

Lot 11, Block 69, LAKEWOOD ESTATES SEC B
Pinellas County Property ID: 01/32/16/49428/069/0110; and

WHEREAS, the 2015 SA Program Option "D" states that an applicant can request removal of principal and interest on Special Assessment liens and recommend the release of Code Enforcement Board liens, subject to a Development Agreement for properties located within the Southside Community Redevelopment Area ("Southside CRA"); and

WHEREAS, on September 2, 2015, Habitat entered into a sales contract with the owner of the Property, at which time, Habitat was aware that the Property was encumbered by a special assessment lien, but Habitat had planned to submit a Special Assessment Lien Modification application and enter into a Development Agreement for the removal of principal and interest for the special assessment liens under Option "D" according to the 2012 SA Program after Habitat took ownership of the Property; and

WHEREAS, Habitat was unaware that the 2012 SA Program was being changed to add the requirement that a Property must be located within the Southside CRA to be eligible for this option; and

WHEREAS, the 2015 SA Program was approved by City Council on September 3, 2015; and

WHEREAS, Habitat had already matched the Property with a homeowner candidate and had plans underway to construct and sell the new residence to the homeowner within one year; and

WHEREAS, the requirement that Habitat pay the special assessment principal and interest will create an unexpected financial hardship on Habitat; and

WHEREAS, Habitat is requesting that the City grant it a one-time exception to the requirement that the Property be located within the Southside CRA in order for the City to remove the principal and interest on the special assessment lien on the Property which would allow Habitat to proceed with the construction of a new affordable residence on the Property; and

WHEREAS, there is one (1) special assessment lien on the Property with a principal amount of \$19,514.00 and the accumulated interest due on the lien is \$2,097.28 for a total of \$21,611.28 as of November 12, 2015; and

WHEREAS, should Habitat be granted the exception to Option "D" under the 2015 SA Program and be allowed to enter into a Development Agreement, any authorized removal of the principal and interest of the special assessment lien on the Property will be effective only upon completion of the construction of the proposed residence within one (1) year from the commencement date of the Development Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Habitat For Humanity Of Pinellas County, Inc. is hereby granted an exception to the requirement that a property must be located within The Southside Community Redevelopment Area contained in the 2015 Special Assessment Lien Modification Program, Option "D", for the removal of principal and interest on a special assessment lien subject to a Development Agreement for Release of Special Assessment Liens for a property located at 1817 Almeria Way South, St. Petersburg; and 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.

LEGAL:



City Attorney (Designee)
Legal: 00251652.doc V. 2

APPROVED BY:



Bruce E. Grimes, Director
Real Estate and Property Management

APPROVED BY:



Tammy Jerome, Director
Billing and Collections



MEMORANDUM

Council Meeting of December 3, 2015

TO: Members of City Council
FROM: Mayor Rick Kriseman 
RE: Confirmation of Reappointment to the City Beautiful Commission

I respectfully request that Council confirm the reappointment of Angela Strain as a regular member to the City Beautiful Commission to serve a three-year term ending December 31, 2018.

A copy of Ms. Strain's resume has been provided to the Council office for your information.

RK/cs

Attachments

cc: M. Jefferies, Parks and Recreation Director
L. Seufert, Park Operations Manager

A RESOLUTION CONFIRMING THE
REAPPOINTMENT OF A REGULAR MEMBER
TO THE CITY BEAUTIFUL COMMISSION;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida,
that this Council hereby confirms the appointment of Angela Strain as a regular member to the
City Beautiful Commission to serve a three-year term ending December 31, 2018.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)

MEMORANDUM

TO: The Honorable Chair and City Council Members

FROM: Robert Gerdes, Director, Codes Compliance Assistance Department

DATE: November 18, 2015

RE: Appointment of Special Magistrate to Hear Civil Citation Appeals

=====

The Codes Compliance Assistance department has begun issuing Civil Citations for certain code violations. As such, recipients of Civil Citations have a right to appeal. Chapter 9 of the City Code requires that a Special Magistrate appointed by City Council hear these appeals. The Special Magistrate for Civil Citations must be an attorney licensed to practice law in the State of Florida and the City's contract with the Special Magistrate for services must be approved by City Council.

The City Attorney's office and the Codes Compliance Assistance department recommend Timothy P. Driscoll as a Special Magistrate to hear Civil Citation appeals. Mr. Driscoll currently serves the City as a Hearing Officer, conducting matters such as lot clearing and demolition appeals. Mr. Driscoll's resume and the proposed contract between the City and Mr. Driscoll is attached.

A RESOLUTION APPOINTING TIMOTHY P. DRISCOLL AS SPECIAL MAGISTRATE TO HEAR CIVIL CITATION APPEALS; APPROVING AN AGREEMENT WITH TIMOTHY P. DRISCOLL FOR SUCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Timothy P. Driscoll is a local attorney licensed to practice law in the State of Florida and is otherwise qualified to be appointed as special magistrate for the City to conduct civil citation appeals pursuant to Chapter 9 of the City Code, and

WHEREAS, Timothy P. Driscoll is also qualified and has been previously appointed as a hearing officer to hear demolition appeals, lot clearing appeals, and junk, trash, debris and inoperative motor vehicle removal appeal hearings under Chapter 16 and Chapter 8 of the City Code.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Timothy P. Driscoll is hereby appointed as special magistrate for the City to conduct civil citation appeals in addition to his current service as local hearing officer to conduct appeals under Chapter 8 and Chapter 16 of the City Code.

BE IT FURTHER RESOLVED that the agreements with Timothy P. Driscoll to conduct such services are hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into on the ____ day of _____, 2015, by and between Timothy Driscoll, Esq. (“Special Magistrate”), and the City of St. Petersburg, Florida, (“City”), (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Magistrate Duties.** Special Magistrate shall serve as special magistrate for Civil Citation Appeal Hearings and shall provide as-needed services, including but not limited to, the certification of liens, as required by and in accordance with all applicable Laws (as defined herein) for the City of St. Petersburg, Florida, in full and complete accordance with this Agreement.
2. **City Responsibilities.** The City shall be responsible for: (i) providing staff to serve as clerk to the Special Magistrate; (ii) scheduling the Civil Citation Appeal Hearings on the dates and times solely determined by the City; (iii) providing the Special Magistrate with a hearing calendar at least one (1) week prior to the scheduled hearing; and (iv) setting up the location with the required equipment (e.g., recording equipment and equipment to display streaming video and images) where the Civil Citation Appeal Hearings shall be conducted.
3. **Term.** The term of this Agreement shall commence on _____, and shall remain in effect until terminated as provided for herein.
4. **Payment.**
 - A. Provided the Special Magistrate faithfully performs its obligations contained in this Agreement, the City shall pay the Special Magistrate one hundred dollars (\$100) per hour for services performed pursuant to this Agreement (“Payment”). The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to training, research, materials, phone, mileage and travel.
 - B. The Special Magistrate shall be paid solely for time spent conducting the Civil Citation Appeal Hearings, provided, however, that the Special Magistrate shall be paid a minimum of one hundred dollars (\$100) for each hearing. Any time spent over one hour per hearing shall be prorated on an additional quarter of an hour basis. For example if a hearing takes an hour and ten minutes, the Special Magistrate shall be paid one hundred twenty-five dollars (\$125) and if a hearing takes forty five minutes, the Special Magistrate shall be paid one hundred dollars (\$100).
 - C. The Special Magistrate shall invoice the City on a monthly basis and the City

shall pay the Special Magistrate within thirty (30) days of receipt of such invoice (provided the Special Magistrate is in compliance with the terms and conditions of this Agreement).

5. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
6. **Indemnification.** The Special Magistrate agrees to defend and hold harmless the City, its officers, elected and appointed officials, employees, agents and servants, in connection with the negligent acts or omissions or intentional acts or omissions or other wrongful conduct of the Special Magistrate, its employees, agents or servants in connection with the Special Magistrate's performance of this Agreement.
7. **Insurance.** The Special Magistrate shall carry the types and amounts of insurance required by all applicable Laws at its own expense.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Legal Department
One 4th St. North, 10th floor
St. Petersburg, FL 33701
ATTN: Heather K. Judd, Esq.
Ph: 727-893-7401

SPECIAL MAGISTRATE:

Timothy Driscoll, Esq.
535 Central Avenue
St. Petersburg, FL 33701
Ph: 727-823-4191

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be

rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** The Special Magistrate shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City Council's prior written consent, which consent may be withheld by City Council in its sole and absolute discretion.
12. **Termination.**
 - A. This Agreement may be terminated at any time by the City for convenience upon five (5) days written notice to the Special Magistrate. This Agreement may be terminated at any time by the Special Magistrate for convenience upon thirty (30) days written notice to City.
 - B. The City or the Special Magistrate may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the non-defaulting party specifying the default.
13. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
14. **Compliance with Laws.** The Special Magistrate shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue ("collectively, "Laws"), including but not limited to Chapter 162 of the Florida Statutes, Chapter 9 of the St. Petersburg City Code, and public records laws (i.e., Chapter 119, Florida Statutes). The Special Magistrate shall also comply with City policies and procedures and City Council Resolution 2013-527.
15. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them related to the subject matter hereof.
17. **Third Party Beneficiary.** No persons other than the Special Magistrate and City and their successors and assigns shall have any rights whatsoever under this Agreement.
18. **Books and Records.** The Special Magistrate shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by the Special Magistrate and shall be open to examination or audit by the City for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
19. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Special Magistrate and its professional advisors. The City, the Special Magistrate and Special Magistrate's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Special Magistrate or against the City or the Special Magistrate merely because of their efforts in preparing it.
20. **Use of Name.** Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the named party.
21. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
22. **Public Records.**
 - A. The Special Magistrate shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subsection B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Special Magistrate within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by the Special Magistrate shall be provided to the City in a format approved by the City.

- B. The Special Magistrate shall immediately notify the City Clerk in writing after receiving a public records request. The Special Magistrate shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.
23. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
24. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by the Special Magistrate shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
25. **Permits and Licenses.** The Special Magistrate shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with the Special Magistrate's performance of this Agreement. Upon request of the City, the Special Magistrate shall provide the City with written evidence of such permits, licenses, certifications and approvals.
26. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor and principals of their own accounts.
27. **Warranty.** The Special Magistrate warrants that the services required by this Agreement shall be performed by the Special Magistrate in a professional, fair, impartial and competent manner.
28. **Conflicts.** The Special Magistrate represents that there are no known personal or business relationships of the Special Magistrate or any other circumstances that conflict with the Special Magistrate's duty to comply with applicable Laws and provide unbiased services to the City. The Special Magistrate will notify the City in writing if, during the course of providing its services hereunder, there is any change in this disclosure.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

By: _____

Chan Srinivasa, City Clerk

Print: _____

(SEAL)

Title: _____

Approved as to Form and Content:

City Attorney (Designee)

TIMOTHY DRISCOLL, ESQ.

WITNESSES

By: _____

By: _____

Print: _____

Print: _____

Title: _____

By: _____

Print: _____

TIMOTHY DRISCOLL

Attorney

(727) 896-1144
tdriscoll@rahdertlaw.com

Profile Engaged in the practice of law for 29 years. Experienced in a wide variety of litigation and transactional matters. Served as a city attorney for 19 years. Experienced hearing officer.

Skills

Litigation

Litigated cases for municipalities, corporations and individuals. Experience includes handling family, constitutional, code enforcement, land use, civil rights, election, foreclosure, personal injury, construction, fraud, condominium, contracts, business disputes, condemnation, and collection cases.

Hearing Officer

Voluntary school board expulsion hearing officer since 1995. Special magistrate for City of South Pasadena, Florida since January of 2014. Demolition Appeal hearing officer for City of St. Petersburg, Florida since March of 2015.

Experience

Rahdert, Steele, Reynolds & Driscoll, P.L.

2009-

Partner in Boutique Law Firm

Handling litigation in a variety of areas, including municipal, family, personal injury, construction, business, contracts and civil rights. Municipal magistrate.

Timothy Patrick Driscoll, P.A.

1999-2009

Sole Proprietorship

Represented a wide variety of clients, including municipalities, corporations, condominiums and individuals. Handled real estate closings and various civil litigation matters.

City Attorney City of St. Pete Beach, Florida

2004-2008

Contract attorney for city, handling all legal matters. Litigated all non-labor municipal cases, prepared ordinances, resolutions and contracts for a full-service city of 10,000 residents. Attended and advised at all commission meetings and various board meetings.

City Attorney City of Gulfport, Florida

1990-2009

Contract attorney for city, handling all legal matters. Litigated all non-labor municipal cases, prepared ordinances, resolutions and contracts for a full-service city of 13,000 residents. Attended and advised at all council meetings and various board meetings.

Education

Stetson University College of Law

1983-1985

Juris Doctorate, Partial Academic Scholarship

University of South Florida

1979-1983

BA Finance Cum Laude